

WANGCHHU HYDROELECTRIC POWER LIMITED



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WANGCHHU HYDROELECTRIC POWER LIMITED

(a JV of Druk Green Power Corporation Limited and Adani Power Limited)

**EPC BIDDING DOCUMENT FOR “DESIGN, ENGINEERING, CONSTRUCTION,
SUPPLY & COMMISSIONING OF 54.6 M SPAN COMPACT 200-TYPE BAILEY
SUPERSTRUCTURE (CLEAR CARRIAGEWAY 4.25M) ACROSS THE
WANGCHHU RIVER”**

TENDER NO: WHPL/029/2026

DATE: September 19, 2026





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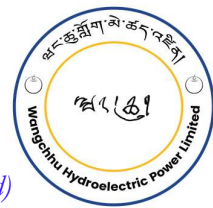


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SECTION I - NOTICE INVITING TENDER





NOTICE INVITING TENDER
FOR
DESIGN, ENGINEERING, CONSTRUCTION, SUPPLY AND COMMISSIONING OF 54.6M
SPAN COMPACT 200-TYPE BAILEY SUPERSTRUCTURE (CLEAR CARRIAGEWAY 4.25M)
ACROSS THE WANGCHHU RIVER

NIT No: WHPL/029/2026

Date: 19 September 2026

- 1.0 **Wangchhu Hydroelectric Project Limited (WHPL)** invites sealed Bids from eligible bidders on single stage single envelop basis from eligible bidders meeting the qualification requirements for **“Design, Engineering, Construction, Supply and Commissioning of 54.6m span compact 200-type bailey superstructure (clear carriageway 4.25m) across the Wangchhu River”** as per the scope of Facilities mentioned hereinafter.

2.0 Scope of Facilities

The brief scope of Facilities is as under:

Bailey Bridge for access to Adit-1/adit-2 Site across Wangchhu River, 54.6M, 40R Loading

The successful Bidder shall supply, fabricate, transport, erect and complete the Bailey bridge, deck, bearings, steel support system, railings, reinforced concrete abutments, foundations, backfill, approach works and all associated items.

All works shall conform to the approved drawings, structural design, applicable codes, project specifications and Bailey bridge manufacturer's requirements.

Drawing Nos. 20265/WHEP/BR/AB/01 and 20265/WHEP/BR/AN/02 issued by WHPL shall be considered Tender Level Design and Drawings and shall serve as the basis for bidding and define the Employer's principal technical and functional requirements.

The successful Bidder shall be fully responsible for developing, verifying, and submitting the complete final detailed design, design calculations, analysis, construction drawings, shop drawings, fabrication drawings, erection methodology and drawings, and other engineering documents required for execution of the Works. The final design and drawings shall be submitted to WHPL for review and approval prior to commencement of the respective works.

Any review or approval by WHPL shall not relieve the Contractor of its responsibility for the adequacy, accuracy, structural integrity, safety, constructability, performance, and compliance of the final design and completed Works with the Contract requirements, applicable codes and standards, and specified design criteria.

- 3.0 Detailed specifications, scope of Facilities and terms and conditions are given in the Bidding Documents, which are available as per the following schedule:

NIT No	:	WHPL/029/2026
Document availability date	:	From: September 19, 2026 to October 12, 2026



Bid receipt date & time	:	Up to October 12, 2026 by 1500 Hrs
Pre-bid meeting (insert if applicable)	:	Only if required
Bid opening date & time	:	October 12, 2026 at 1530 Hrs at WHPL Corporate Office, Phuntsholing.

4.0 Bidding Documents shall be downloaded from WHPL website (<https://whpl.bt/>) free of cost. Bidders downloading the documents from the website should register themselves by informing to the nodal officer of WHPL immediately after the documents are downloaded, or before the deadline for submission of Bid and their intention to submit the Bid.

5.0 Downloading of Bidding Documents shall not automatically construe that the Bidder fulfils the Qualifying Requirements which shall be determined during Bid evaluation based on data/documents submitted by the Bidder. Bids shall be submitted at the address given below and shall be opened in the presence of Bidder's representatives who choose to attend.

6.0 Qualification Requirement for Bidders shall be as specified in the BDS.

7.0 Bidders must submit the copies of

- (i) latest Tax Clearance Certificate & Trade License & CDB Registration Certificate (for Bhutanese Bidders);
- (ii) Certificate of Incorporation in case of companies or any other certificate as an evidence of being a legal entity (for International Bidders) and
- (iii) Signed Integrity Pact statement as per the format provided in the Bidding Documents along with their Bid.

8.0 The Bidders shall be required to attain the Completion of Facilities within the time for completion as specified in the SCC.

9.0 Address for Communication:

General Manager (CPD)
Wangchhu Hydroelectric Power Limited (WHPL)
Post Box No. 202, Dhoewa Lam, Phuentsholing, Bhutan
Mobile No.: +975 17767216
Email: gm.cpd@whpl.bt



SECTION II – INSTRUCTION TO BIDDERS



SECTION II – 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.

ITB. 2. Source of Funds

ITB.2.1. Wangchhu Hydroelectric Power Limited (WHPL) intends to finance the Facilities covered under these Bidding Documents from the source(s) as mentioned in Bidding Data Sheet (BDS).

ITB. 3. Scope of Facilities

ITB.3.1. The scope of Facilities shall be as specified in SECTION VI - TECHNICAL SPECIFICATIONS.

ITB. 4. Fraud and Corruption

ITB.4.1. WHPL 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.

ITB.4.2. WHPL 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. WHPL 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. WHPL 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 Section VIIA. Failure to provide a duly executed Integrity Pact Statement shall result in disqualification of the Bid; and

ITB.4.5. WHPL 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. WHPL 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 themselves fully aware of the provisions stated in GCC.46.

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 JV bids 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 criterion 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) or any of their affiliates are associated, or have been associated in the past, to provide consulting services for the preparation of the design, specifications and/or other documents to be used for the procurement of the Works to be executed pursuant to these Bidding Documents, or in any other way provided the consulting services in any aspect of the preparatory stages leading up to the issue of these Bidding documents or hired/proposed to be hired by WHPL as Project Manager for the Contract implementation.
- 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. 17. Participation by a bidder in more than one Bid shall result in rejection of all bids in which the Bidders 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 WHPL employee, spouse or any of the dependent parent or close relative of a WHPL 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. 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 Contractor's maintenance, repair and spare parts-stocking obligations prescribed in the Technical Specifications.

ITB.5.3.1. 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.5.3.2. 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.5.3.3. 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.

ITB.5.4. The Bidder shall provide such evidence of their continued eligibility satisfactory to the WHPL as the WHPL 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) Received or have received any direct or indirect subsidy from either party; or
- g) Have a relationship with each other, directly or through common third parties that puts them in the position to have access to information about or influence on the bids of another bidder or influence on 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 WHPL 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. WHPL shall permit legal entities from all countries to submit their Bids for supply of Plant and Equipment under the Bidding Documents having Origin in any country.

ITB.7.2. As an exception, Bidders of a country, and/or Plant and Equipment 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 as specified in BDS; or
- b) RGoB prohibits any import of Plant and Equipment from a country or any payments to persons or entities in that country 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 plant and Equipment from that country or any payments to persons or entities in that country.

ITB.7.3. 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 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 leader must meet the 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 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. 9. Responsibility of Bidders

ITB.9.1. WHPL 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 WHPL. Verbal communication or conversation with any officer, employee of WHPL 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.



B. THE 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. 14.

Section I	:	Notice Inviting Tender
Section II	:	Instructions to Bidders
Section III	:	Bid Data Sheet (BDS)
Section IV	:	General Conditions of Contract (GCC)
Section V	:	Special Conditions of Contract (SCC)
Section VI	:	Technical Specifications
Section VII	:	Forms
Section VIIA	:	Bidding Forms
Section VIIB	:	Contract Forms

ITB.10.2. Failure to furnish all information and documents 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 WHPL in writing to the address mentioned in BDS, not later than the date and time specified in BDS.

ITB.11.2. WHPL 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 WHPL. All such clarifications shall form part of the Bidding Documents and shall accompany the Bidder's Proposal. Copies of WHPL's response (including an explanation of the query but without identifying its source) will be sent to all prospective Bidders who have registered with WHPL.

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 WHPL 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 WHPL deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure under ITB. 14.

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. Site visit and familiarization with local laws

- ITB.12.1. The Bidder is advised to visit and examine the Site and its surroundings where the Facilities are to be installed and obtain for itself on its own responsibility all information that may be necessary for preparing the Bid and entering into a Contract for supply and installation of the Facilities. The costs of visiting the Site shall be borne by the Bidder fully. WHPL shall facilitate the site visit and Bidder is required to furnish advance intimation of his site visit.
- ITB.12.2. The Bidder shall acquaint himself with the adequacy of local conditions and requirements including the transportation, communication facilities, utility and labour conditions and shall not claim at any time after submission of the Bid or during the execution of the Contract that there was any lack of understanding with regard to the conditions imposed in the Contract or prevailing at the Site.
- ITB.12.3. In their own interest, the Bidders are required to familiarise themselves with the Income Tax Act, prevailing labour laws & other related Acts and Laws prevalent in the Kingdom of Bhutan. Further, the Bidders are required to comply with these Acts/Laws and other relevant provisions particularly with reference to the requirement of taking insurance for the equipment during transportation, storage, erection, testing & commissioning until the defect liability period.
- ITB.12.4. Foreign Bidders shall familiarise themselves especially with the rules and regulation applicable to the foreign firms for carrying out business in the Kingdom of Bhutan.
- ITB.12.5. The Bidder and any of its personnel or agents will be granted permission by WHPL to enter upon its premises and lands for the purpose of such inspection, but only upon the express condition that the Bidder, its personnel and agents shall release and indemnify WHPL and its personnel and agents from and against all liability in respect thereof and shall be responsible for death or personal injury (whether fatal or otherwise), loss of or damage to property and any other loss, damage, costs and expenses incurred as a result of the inspection.

ITB. 13. Pre-Bid Meeting

- ITB.13.1. 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 WHPL for the tender as per ITB.10.2 shall be invited to attend pre-bid meeting to be held on the date, time and location specified in BDS.
- ITB.13.2. 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.13.3. The Bidders are requested to submit their questions and queries in writing to reach WHPL 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 in WHPL website.
- ITB.13.4. Any modification to the Bidding Documents that may become necessary as a result of the pre bid meeting shall be made by WHPL through the issue of an addendum pursuant to ITB. 14 and not through the minutes of pre bid meeting.



ITB. 14. Amendment of Bidding Documents

- ITB.14.1. At any time after the NIT date, but not later than fifteen (15) days prior to the deadline for submission of Bids, WHPL may amend the Bidding Documents by issuing an addendum/amendment. This may be done either on WHPL's own initiative or in response to clarification requests from any prospective Bidders who have registered with WHPL, provided such request is received by the date specified in the BDS.
- ITB.14.2. The addendum/amendment/corrigendum will be sent in writing to all prospective Bidders who have registered with WHPL for the Tender. WHPL shall in no way be responsible for any ignorance of the Bidder about the amendment to the Bidding Documents.
- ITB.14.3. Such addendum/amendment/corrigendum shall be part of the Bidding Documents and binding on the prospective Bidders. WHPL 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.14.4. WHPL may, at its discretion, extend the deadline for submission of Bids pursuant to ITB.27.2 to allow prospective Bidders reasonable time to take the addendum into account in preparation of their Bids.

C. PREPARATION OF BIDS

ITB. 15. Cost of bidding

- ITB.15.1. The Bidder shall bear all costs associated with the preparation and submission of his Bid (including pre-bid meeting) and WHPL in no case shall be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

ITB. 16. Language of the Bid and Units of Measurement

- ITB.16.1. 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 also be in English and if in any other language, should be translated to English. The English translation shall prevail on the interpretation.
- ITB.16.2. The units of measurement shall be metric systems unless otherwise specified.

ITB. 17. Alternative Bids

- ITB.17.1. If so indicated in the BDS, alternative Bids shall be considered as per the following options:
- a) Option One. A Bidder may submit alternative Bids with the base Bid and WHPL shall only consider the alternative Bids offered by the Bidder whose Bid for the base case was determined to be the lowest-evaluated Bid, or
 - b) Option Two. A Bidder may submit an alternative Bid with or without a Bid for the base case. All Bids received for the base case, as well as alternative Bids meeting the Technical Specifications as per Section VI, shall be evaluated on their own merits.
- ITB.17.2. Bidders wishing to offer technical alternatives to the requirements of the Bidding Documents must first price WHPL's design of the Facilities as described in the Bidding Documents, and shall further provide all information necessary for a



complete evaluation of the alternatives by WHPL, including drawings, design calculations, technical specifications, breakdown of prices, proposed installation methodology, requirement of spares and other relevant details.

ITB.17.3. In case of multiple alternative Bids, WHPL shall evaluate, compare and rank the alternative Bids subject to technical conformance suitability & acceptability in accordance with ITB. 36. In case of single alternative Bid, subject to technical conformance suitability & acceptability and price reasonability, the Bid may be accepted.

ITB. 18. Documents Constituting the Bid

ITB.18.1. The Bid to be prepared and submitted by the Bidder shall consist of the following documents:

ITB.18.2. Envelope I shall contain:

- a) **Bid Security** in accordance with ITB. 24 and Form 1 of Section VIIA 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.18.3. Envelope II shall contain:

- a) **Integrity Pact Statement**, duly executed by the bidder, as per Form: 3 of Section VIIA;
- 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 Licence and CDB registration certificate (for Bhutanese Bidders) and Certification of Incorporation (for International Bidders)**;
- d) No deviation, whatsoever, is permitted by WHPL, 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 VIIA indicating their compliance to the provisions listed in the BDS;
- e) **Bidder's Information Form**, in accordance with Form 4 of Section VIIA;
- f) A **Power of Attorney**, in original, as per Form 5 of Section VIIA 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. 23.
- g) **Bidder's Qualification**

In the absence of pre-qualification process, documentary evidence establishing that the Bidder is qualified to perform the Contract, if its Bid is accepted, shall be furnished. The documentary evidence of the Bidder's qualifications to perform the Contract, if its Bid is accepted, shall establish to WHPL's satisfaction that the Bidder has 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 shall be required as per Form 6: A to H of Section VIIA.

h) Manufacturer's Authorization Form

In case the Bidder offers to supply and install Plant and Equipment under the Contract that the Bidder did not manufacture or otherwise produce and/or install, the Bidder shall have been duly authorised by the manufacturer or producer of the related Plant and Equipment or component to supply and/or install that item in the Kingdom of Bhutan. In this regard, the Manufacturer's authorization as per Form 7 of Section VIIA shall be provided. The Bidder shall ensure that the manufacturer or producer of the related item meets the minimum criteria listed for that item. In such cases, the Bidder and the manufacturer shall be jointly and severally responsible to WHPL for performance of the Contract and for providing post Commissioning after-sales service for the offered equipment.

i) Eligibility and Conformity of Facilities

Documentary evidence established in accordance with Form 8 of Section VIIA that the Facilities offered by the Bidder in its Bid or in any alternative bid (if permitted) are eligible and conform to the Bidding Documents.

The documentary evidence of the eligibility of the Facilities shall consist of a statement on the country of Origin of the Plant and Equipment offered, which shall be confirmed by a certificate of Origin issued at the time of shipment.

The documentary evidence of the conformity of the Facilities to the Bidding Documents may be in the form of literature, drawings and data, and shall include:

- a detailed description of the essential technical and performance characteristics of the Facilities;
- a list giving full particulars, including available sources, of all spare parts, special tools, etc., necessary for the proper and continuing functioning of the Facilities following completion of Facilities in accordance with provisions of Contract; and
- a commentary on WHPL's Technical Specifications and adequate evidence demonstrating the substantial responsiveness of the Facilities to those specifications. Bidder shall note that standards for workmanship, materials and equipment designated by WHPL in the Bidding Documents are intended to be descriptive (establishing standards of quality and performance) only and not restrictive. The Bidder may substitute alternative standards, brand names and/or catalogue numbers in its Bid, provided that it demonstrates to WHPL's satisfaction that the substitutions are substantially equivalent or superior to the standards designated in the Technical Specifications.

j) Special tools and tackles

The Bidder shall provide details regarding Special Maintenance Tools and Tackles as per Form 9 of Section VIIA. The cost of these Tools and Tackles shall be included in the Bid Price.



k) **Subcontractors proposed by the Bidder**

The Bidder shall include in its Bid details of all major items of supply or services that it proposes to purchase or sublet and shall give details of the name and nationality of the proposed Subcontractor, including vendor, for each of those items as per Form 10 of Section VIIA.

WHPL reserves the right to delete any proposed Subcontractor/Vendor from the list prior to award of Contract. After discussion between WHPL and the Contractor, the Appendix - 5 to the Contract Agreement shall be completed, listing the approved Subcontractor(s)/Vendor(s) for each item.

l) **An affidavit** (for International Bidders)/self-declaration form (for Bhutanese Bidders) as per Form 11 of Section VIIA affirming the eligibility of the Bidder.

m) Bids submitted by a **Joint Venture**, if so permitted in the BDS, shall furnish a copy of the agreement entered into by the JV members as per the form included in Form 12 of Section VIIA provided in the Bidding Documents

n) **Signed Bidding Documents**

The Bid Data Sheet, General Conditions of Contracts, Special Conditions of Contract 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;

o) **Deviations**, if any, from the terms and conditions and technical specification of the Bidding Document shall be listed as per Form 13A of Section VIIA. The Bidder shall provide the additional price, if any, for withdrawal of the deviations stated in Form 13B of Section VII A;

p) **Technical Alternative Bids**

Alternatives Bids, if applicable, as per ITB. 17;

q) **Local Representation**

If a Foreign Bidder has engaged a Bhutanese agent in accordance with ITB.5.3, it will be required to give the following details in its Bid as per Form 14 of Section VIIA;

r) **Functional Guarantee**

The declaration on guaranteed parameters and demonstration parameters as per the formats provided in SECTION VI – TECHNICAL SPECIFICATIONS including those for Alternative Bid.

s) **Erection Tools and Plant**

List of Erection Tools and Plant which the Bidder proposes to bring to Site in case the Contract is awarded to him as per Form 15 of Section VIIA;

t) **Technical Data Sheets** duly filled in as per the formats provided in SECTION VI – TECHNICAL SPECIFICATIONS;

u) **Details of bought out items** to be directly despatched by subcontractor to the Site as per Form 16 of Section VIIA;

v) **Quality Assurance Program**



Details regarding the overall quality management & procedures which the Bidder proposes to follow during various phases of execution of the Contract as per Form 17 of Section VIIA;

w) **Milestone Schedule**

Details regarding the timing & sequence of all key activities/important milestones necessary for successful completion of the Contract as per Form 18 of Section VIIA;

- x) Bid Submission Form in accordance with Form 20A of Section VIIA;
- y) Any other **additional information**/document which the Bidder wishes to provide in his Bid as per Form 19 of Section VIIA.

ITB.18.4. Envelope III shall contain:

- a) Bid Submission Form in accordance with Form 20B of Section VIIA;
- b) Price Schedules, in accordance with Form 21 of Section VIIA;
- c) Alternative Price Bids, if applicable, as per ITB. 17;
- d) Details regarding Contract Price Adjustment as per Form 22 of Section VIIA

ITB.18.5. 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. 19. Bid Submission Form and Price Schedules

ITB.19.1. The Bidder shall submit the Bid Submission Form using the form furnished in Form 20A and B of Section VIIA. 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.

ITB.19.2. The Bidder shall submit the Price Schedules according to Origin of the Plant and Equipment as appropriate, using the forms furnished in Form 21 of Section VIIA.

ITB.19.3. The Bid Form and Price Schedules shall be signed as per ITB. 25.

ITB. 20. Bid Prices and Discounts

ITB.20.1. Unless otherwise specified in the Technical Specifications, Bidders shall quote for the entire facilities on a "single responsibility" basis such that the total Bid price covers all the Contractor's obligations mentioned in or to be reasonably inferred from the Bidding Documents in respect of the design, manufacture, including procurement and subcontracting (if any), delivery, construction, installation, Commissioning, Completion of the Facilities and conductance of Guarantee tests for the Facilities including supply of mandatory spares (if any). This includes all requirements under the Contractor's responsibilities for testing, pre-commissioning and Commissioning of the Facilities, conducting Guarantee tests and, where so required by the Bidding Documents, the acquisition of all permits, approvals and licenses, etc.; the operation, maintenance and training services and such other items and services as may be specified in the Bidding Documents, all in accordance with the requirements of the Conditions of Contract and Technical Specifications.

ITB.20.2. 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.20.3. The Bidder shall quote any unconditional discounts, if any, and the methodology for its application in the Financial Bid Submission Form.

ITB.20.4. Prices shall be quoted in the Price Schedules included in Form 21 of Section VIIA in the following manner:

- a) Plant and Equipment including Type Tests charges and Mandatory Spares to be supplied from third countries shall be quoted on CIF Place of Delivery basis (as specified in BDS) as per Price Schedule No. 1A. Any foreign currency component (other than Indian Rupees and Bhutanese Ngultrum) relating to Installation Services shall also be quoted in this schedule.
- b) Plant and Equipment including Type Tests charges and Mandatory Spares manufactured or fabricated within the Kingdom of Bhutan shall be quoted Ex-works Place of Delivery basis (as specified in BDS) as per Price Schedule No. 1B, 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 Facilities. However, Sales Tax or any other Local Tax and other levies in respect of direct transactions between WHPL and the Bidder shall not be included in the quoted price but shall be quoted separately in Price Schedule No. 4.
- c) Plant and Equipment including Type Tests charges and Mandatory Spares manufactured or fabricated from India shall be quoted on Ex- Works price delivered at the Place of Delivery basis (as specified in BDS) as per Price Schedule No.1C.
- d) Ocean freight and Marine Insurance charges for Plant and Equipment including Type Tests charges and Mandatory Spares to be supplied from third countries shall be quoted as per Price Schedule No. 2A.
- e) Local Transportation, inland transit insurance and other local costs incidental to delivery of Plant & Equipment and Mandatory Spares shall be quoted in Price Schedule No. 2B. WHPL 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 Plant and Equipment including mandatory spares quoted in Price Schedule No.1A and Schedule No. 1c. The Bidder shall quote the Bid prices under Price Schedule No. 2B depending upon the country in which such costs are incurred.
- f) Installation Services including Erection Works, Insurance covers other than transit insurance and other services as specified in the Bidding Documents in Price Schedule No. 3. This shall include rates or prices for all labor, Contractor's Equipment, temporary works, materials, consumables and all matters and things of whatsoever nature, operations and maintenance services, the provision of operations and maintenance manuals, training of Employer's personnel, etc. and other services, as identified in the Bidding Documents and necessary for the proper execution of the Installation Services, including all taxes, duties, levies & charges payable in the Kingdom of Bhutan, as of thirty (30 days) days prior to the deadline for submission of Bids.
- g) Grand Summary (Aggregate of Price Schedule Nos.1 to 3).
- h) Cost of Recommended Spare Parts shall be quoted in Price Schedule No.5 on CIF Place of Delivery, in accordance with ITB.20.4 (a), (b) and (c). Local



transportation charges including inland transit insurance and port charges etc. for recommended spares shall also be quoted in Price Schedule No.5.

- i) Break up of Type Tests charges for Price Schedule No.1A, 1B and 1C shall be quoted in Price Schedule No. 6.

ITB.20.5. Bidders shall note that the Plant and Equipment included in Price Schedule No.1A, 1B and 1C above shall exclude all materials used in civil, building and other construction works, if any. All such materials shall be included and priced under Price Schedule No.3.

ITB.20.6. 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.20.6.1. Bidders participating from India and supplying goods and services from India for bonafide use in the Kingdom of Bhutan shall quote the prices for 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 or services or both are covered under Zero Rated Supply as per Chapter VII, 16(1) THE INTEGRATED GOODS AND SERVICES TAX ACT, 2017 of India. For the purpose of evaluation in the case of ICB, the effect of GST may be considered to have all the bidders in the same platform since foreign bidders would be including the taxes and duties payable in their country.

ITB.20.7. 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.

ITB.20.8. The costs incurred in the performance of the Contract in the Kingdom of Bhutan or in India shall be quoted either in Bhutanese Ngultrum or in Indian Rupees.

ITB. 21. Price Variation

ITB.21.1. 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 BDS. A Bid submitted with an adjustable price quotation shall be treated as non-responsive and shall be rejected pursuant to ITB. 33 unless adjustable price quotations are permitted in the BDS.

ITB.21.2. If, in accordance with the BDS, prices quoted by the Bidder are subject to adjustment during the performance of the Contract:

ITB.21.3. The prices quoted by the Bidder shall reflect changes in the cost of labour, material, etc. in accordance with the procedures specified in Appendix-2 to the Contract Agreement.

ITB.21.3.1. A Bid submitted with a fixed price quotation when Bids have been invited with price variation will not be rejected, but the price adjustment will be treated as zero.

ITB.21.3.2. 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.21.3.3. Bidders shall indicate the name, source and origin of labour and material indices along with their base values and corresponding coefficients as per Form 22 of Section VIIA. The source shall be a government or a recognized public organisation. The Bidder shall also attach specimen of the publication, for information of WHPL, of the preceding twelve (12) months publications. If the index is not acceptable to WHPL, then the Bidder shall specify an alternative index and source of publication of the index.



ITB. 22. Currencies of Bid

- ITB.22.1. The unit rates and prices shall be quoted by the Bidder in the currencies specified in the BDS.
- ITB.22.2. 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 immediate 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.22.3. The Bids shall be evaluated in accordance with ITB.22.2 above, but the payment shall be made in the currency of Bid.
- ITB.22.4. Notwithstanding the provision contained in clause ITB 22.1, Indian Bidders must quote the unit rates in INR only.

ITB. 23. Period of Validity of Bids

- ITB.23.1. Bids shall remain valid till the date specified in the BDS. A Bid valid for a shorter period shall be liable for rejection by WHPL as non-responsive.
- ITB.23.2. The Bidder is required to keep the prices of insurance covered under Price Schedule No.5 valid for a period of six (6) months after Notification of Award for main equipment and mandatory spares.
- ITB.23.3. In exceptional circumstances, prior to expiry of the Bid validity period, WHPL 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. 29.
- ITB.23.4. The provisions of ITB. 24 regarding discharge and forfeiture of Bid security shall continue to apply during the extended period of Bid validity.

ITB. 24. Bid Security

- ITB.24.1. 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.24.2. The Bid Security shall:
- a) at the Bidder's option, be in any of the following forms:
 - i. an unconditional and irrevocable Bank Guarantee; or
 - ii. a Cash Warrant; or
 - iii. a Demand Draft; or
 - iv. Banker's Cheque/Cash Order;
 - b) the bank guarantee shall be in favour of WHPL, issued by any Financial Institution of Bhutan or any foreign bank acceptable and enforceable by any financial institution of Bhutan;



- c) in the case of a bank guarantee, be in accordance with the form of Bid Security included in Form 11 of Section VIIA;
 - d) be promptly payable upon written demand by WHPL in case any of the conditions listed in ITB.24.6 are invoked;
 - e) in case of a 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.23.2. Accordingly, the Bid security shall remain valid till the date specified in the BDS.
- ITB.24.3. 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 WHPL as non-responsive.
- ITB.24.4. No interest shall be paid by WHPL on the Bid Security.
- ITB.24.5. Return of Bid Security:
- ITB.24.5.1. 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. 43.
- ITB.24.5.2. In case of single stage – two envelope mode of tendering, Bid Security of non-responsive Bids shall be returned immediately after technical evaluation.
- ITB.24.6. 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 23.3](#); or if the bidder has been found practicing corrupt or fraudulent or collusive or coercive practice during bidding process;
 - b) if the successful Bidder fails to:
 - i. accept the correction of its Bid Price pursuant to ITB. 35;
 - ii. accept the Notification of award or fails to sign the Contract in accordance with ITB. 41;
 - iii. furnish a Performance Security in accordance with ITB. 43;
 - iv. withdraw the deviations proposed by him in the Bid at the cost of withdrawal mentioned by him in Form 13B of Section VIIA of his Bid.
- ITB.24.7. The Bid Security of a JV must be in the name of the lead member.

ITB. 25. Signing of Bids

- ITB.25.1. 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. 18, 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, General conditions of Contract, Special Conditions of Contract, Technical Specifications 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.25.2. The original and all copies of the Bid shall be typed or written in indelible ink and shall be 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.25.3. 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.25.4. 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. 26. Submission of Bids

- ITB.26.1. 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.26.2. Bids shall be delivered by hand, courier or registered post so as to reach WHPL 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. WHPL shall not be responsible for any delay in receipt of the Bid.
- ITB.26.3. In case of hand delivery, Bids shall be deposited in a sealed Tender Box or handed over to the Nodal officer at the address as specified in BDS.
- ITB.26.4. Bids shall be submitted in the manner specified in the BDS as under:
- ITB.26.4.1. 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 Envelope III (in case of Single Stage Two Envelope) with superscription on each envelope as specified in the BDS.
- ITB.26.4.2. 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.26.4.3. If the envelopes are not sealed and marked as above, WHPL shall assume no responsibility for the misplacement or premature opening of the Bid.
- ITB.26.5. 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.

ITB. 27. Deadline for Submission of Bids

- ITB.27.1. Bids must be received by WHPL in accordance with ITB. 26. In the event of the specified date for submission of Bids being declared a holiday for WHPL, 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.27.2. WHPL may, at its discretion, 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 WHPL and the Bidders previously subject to the original deadline shall thereafter be subject to the deadline as extended.
- ITB.27.3. In the event, the deadline for submission of Bid is extended by WHPL, 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. 28. Late Bids

ITB.28.1. Any Bid received by WHPL after the Bid submission deadline as per ITB. 27 will be declared late, rejected and returned unopened to the Bidder.

ITB. 29. Withdrawal, Substitution or Modification of Bids

ITB.29.1. 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 Form 5: Power of Attorney. The Bid requested to be withdrawn shall be returned unopened to the Bidder.

ITB.29.2. The withdrawal, substitution or modification of the Bid must accompany the respective written notice and must be:

- a) submitted in accordance with ITB. 26 and, in addition, the respective cover envelopes shall be clearly marked “WITHDRAWAL” “SUBSTITUTION” or “MODIFICATION;” and
- b) received by WHPL prior to the deadline prescribed for submission of Bids, in accordance with ITB. 27.

ITB.29.3. In case of single stage two envelop system technical and financial modifications shall be submitted sealed in two separate envelopes clearly superscribed on the top of envelop as “Technical modifications” and “Financial modifications” which shall be opened on the technical bid opening and financial bid opening dates.

ITB.29.4. No Bid may be withdrawn, substituted or modified in the interval between the deadline for submission of Bids and the expiry of the period of Bid validity specified by WHPL in ITB.23.1 or any extension thereof pursuant to ITB.23.3.

ITB.29.5. 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.24.6.

E. BID OPENING, EVALUATION AND COMPARISON

ITB. 30. Bid Opening

ITB.30.1. WHPL 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.30.2. Bidders or their authorized representatives (not more than two) who have submitted the Bids 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 choose 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.30.3. 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.30.4. Written substitution/modification notice duly signed by an authorized representative of the Bidder in accordance with ITB.29.1 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.30.5. 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 WHPL may consider appropriate.
- ITB.30.6. WHPL 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 Envelope);
 - 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.30.7. 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.30.8. The Bid form including appendices to Bid form, Bill of Quantities, Price Schedules, Bid Securities, any discounts offered, and any other important documents shall be initialled 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.30.9. 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 who's 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 WHPL may consider appropriate.

ITB. 31. Confidentiality

ITB.31.1. 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 Notification of Award.

ITB.31.2. Subject to ITB. 32, no Bidder shall contact WHPL 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 WHPL in the examination, evaluation, comparison and post-qualification of the Bids or Contract award decisions may result in the rejection of its Bid.

ITB.31.3. Notwithstanding ITB.31.2, from the time of Bid opening to the time of Contract award, if any Bidder wishes to contact WHPL on any matter related to the bidding process, it should do so in writing.

ITB.31.4. The Bidder shall not communicate or use in advertising, publicity or in any other medium, photographs of the Facilities under this Contract, or description of the Site, dimension, quantity, quality or other information, concerning the Facilities unless prior written permission has been obtained from WHPL.

ITB.31.5. 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 unauthorised persons.

ITB. 32. Clarification of Bids

ITB.32.1. To assist in the examination, evaluation, comparison and post-qualification of the Bids, WHPL may, at its discretion, ask any Bidder for a clarification on its Bid including justifications and breakup of the rates quoted. Any clarification submitted by a Bidder that is not in response to a request by WHPL shall not be



considered. The documents/ information so submitted by the bidder in response to WHPL 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. WHPL's request for clarification and the response thereto shall be in writing. WHPL may also seek any document in support of meeting the Qualification Requirements only for those mentioned in the bids.

ITB.32.2. 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 WHPL in the evaluation of the Bids, in accordance with ITB. 35.

ITB.32.3. If a Bidder does not provide clarifications of its Bid by the date and time set in WHPL's request for clarification, its Bid may be rejected.

ITB. 33. Responsiveness of bids

ITB.33.1. 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.33.2. WHPL 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. WHPL's determination of a Bid's responsiveness shall be based on the contents of the Bid itself without recourse to extrinsic evidence.

ITB.33.3. A material deviation, reservation, objection, conditionality or omission is one that:

- a) affects in any substantial way the scope, quality or performance of the Plant and Equipment; or
- b) limits in any substantial way or is inconsistent with the Bidding Documents, WHPL's rights or the Bidder's obligations under the proposed 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 Facilities covered in the technical specifications.

ITB.33.4. If a Bid is not substantially responsive to the requirements of the Bidding Documents, it shall be rejected by WHPL and the same cannot subsequently be made responsive by the Bidder by correction of the material deviation, reservation, conditionality or omission.

ITB.33.5. WHPL 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. 34 and ITB. 36. WHPL 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 Bid. Failure of the Bidder to comply with the request may result in the rejection of the Bid.



ITB. 34. Technical Evaluation

ITB.34.1. WHPL will carry out a detailed technical evaluation of the Bids previously determined to be substantially responsive as per ITB. 33 in order to determine whether the technical aspects are in accordance with the requirements set forth in the Bidding Documents. In order to reach such a determination, WHPL will examine and compare the technical aspects of the bids on the basis of the information supplied by the Bidders, taking into account the following factors:

- a) overall completeness and compliance with the Technical Specifications and Drawings; deviations from the Technical Specifications as identified as per ITB.18.3 (t) to the Bid; suitability of the facilities offered in relation to the environmental and climatic conditions prevailing at the Site; and quality, function and operation of any process control concept included in the Bid. The Bid that does not meet minimum acceptable standards of completeness, consistency and detail will be rejected for non-responsiveness;
- b) achievement of specified performance criteria by the Facilities;
- c) type, quantity and long-term availability of mandatory and recommended spare parts and maintenance services;
- d) Where alternative Bid have been allowed in accordance with ITB. 17, and offered by the Bidder, WHPL will make a similar evaluation of the alternatives. Where alternatives have not been allowed but have been offered, they shall be ignored.

ITB.34.2. In case a minimum or maximum level of performance characteristics has been specified in SECTION VI – TECHNICAL SPECIFICATIONS of the Bids to be considered to be responsive, Bids offering Facilities with less than the minimum or more than the maximum may be rejected.

ITB.34.3. At the time of award of Contract, if so desired by WHPL the Bidder shall withdraw these deviations listed in Form 13A of Section VII 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. 35. Correction of Arithmetical Errors in Price Bid

ITB.35.1. 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.35.2. If there is a discrepancy between the product of unit price and quantity for any item, and the total price for such item, the product of unit price and quantity will prevail and the total price shall be corrected unless in the opinion of WHPL, 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.35.3. 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.35.4. 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.35.5. In case the Bidder has not filled up unit price against any item, WHPL shall treat the price of unfilled items as zero for the purpose of evaluation & comparison and award (if such Bidder emerges as the lowest evaluated Bidder), with the assumption that the cost have been absorbed elsewhere in the Price Bid.
- ITB.35.6. In case prices for some items are given by a Bidder as lump sum where unit rates are required, WHPL reserves the right to arrive at unit rate on the basis of dividing the quoted lump sum amount by the specified quantity. 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 amount may be obtained during pre-award discussion.

ITB. 36. Evaluation and Comparison of Bids

- ITB.36.1. WHPL shall evaluate each Bid, which has been determined, to be substantially responsive in terms of ITB. 33 and ITB. 34, and Bidders meet the qualification criteria. The evaluation of bids shall be done based on the factors, methodologies and criteria defined in ITB. 36.
- ITB.36.2. To evaluate and compare Bids, WHPL shall consider the following:
- a) the Bid Price, as quoted in accordance with ITB. 20 in Price Schedule (Grand summary);
 - b) price adjustment for correction of arithmetic errors in accordance with ITB. 35;
 - c) price adjustment due to discounts offered in accordance with ITB.20.3;
 - d) the cost of withdrawal of declared deviations as per Form 13A and B of Section VIIA and in accordance with ITB.36.4;
 - e) differential cost for performance parameters of the Facilities as specified in the BDS and in accordance with ITB.36.5;
 - f) the domestic preference as may be permitted as per ITB.36.11.
- ITB.36.3. WHPL's evaluation of a bid shall exclude and not take into account:
- a) The taxes, levies/duties that are in force from time to time in Bhutan, however not applicable;
 - b) Any allowance for price adjustment during the period of execution of the Contract, if provided in the bid;
 - c) Cost of those maintenance tools and spares recommended by the Bidder over and above the mandatory tools & spares specified by WHPL in Technical Specification;
 - d) Cost of optional items, if any.
- ITB.36.4. The evaluation shall be based on the evaluated cost of fulfilling the Contract in compliance with all commercial, contractual and technical obligations under the Bidding Documents. In arriving at the evaluated cost, the price for withdrawal of deviations shown in Form 13B of Section VIIA of the Bid will be used. Where necessary, if cost of withdrawal of any deviation is not given Form 13B of Section



- VIIA, WHPL will make its own assessment of the cost of such a deviation for the purpose of ensuring fair comparison of Bids.
- ITB.36.5. WHPL'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 plant and equipment. 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.36.5.1. 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.36.6. The total comparison price shall be calculated based on ITB.36.2. WHPL shall compare the total comparison price of all substantially responsive Bids of qualified Bidders to determine the lowest evaluated Bid.
- ITB.36.7. If the Bid price of the lowest evaluated Bid appears abnormally low (below 10% of the estimated value) and/or seriously unbalanced WHPL 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 WHPL 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 WHPL against any financial loss in the event of default of the successful Bidder under the Contract.
- ITB.36.8. If the prices of all the received bids are abnormally high in the discretion of WHPL, then WHPL may seek justification from the bidder for the high rates and if necessary negotiate with the lowest evaluated bidder and may reject the bid if considered to be abnormally higher than the estimated cost.
- ITB.36.9. The basic consideration and the essence of the Contract shall be the strict adherence to the time schedule, as specified in the SCC after the Effective Date of the Contract as incorporated in the Contract Agreement for completion of Facilities. No credit will be given for earlier completion for the purpose of evaluation.
- ITB.36.10. WHPL reserves the right to accept or reject any variation, deviation or alternative offers. 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 WHPL shall not be taken into account in Bid evaluation.
- ITB.36.11. If BDS so specifies, WHPL may grant a margin of preference to goods manufactured in Bhutan for the purpose of bid comparison, in accordance with the procedure outlined in ITB. 36.11.1. To avail a margin of preference, the bidder shall provide a value addition certificate from the Ministry of Economic Affairs.
- ITB.36.11.1. 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 certificate as prescribed by Ministry of Economic Affairs.



- b) Group B: All other bids offering Goods manufactured in Bhutan¹
- c) Group C: Bids offering Goods manufactured outside Bhutan that have been already imported or that will be imported.

- ITB.36.11.2. 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 and incorporated in the finished equipment, but shall exclude 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.
- ITB.36.11.3. In the first step, all evaluated bids in each group shall be compared to determine the lowest bid in each group. Such lowest evaluated bids shall be compared with each other and if, as a result of this comparison, a bid from Group A or Group B is the lowest, it shall be selected for the award.
- ITB.36.11.4. 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 from this last comparison shall be selected for the award.

Illustration 1:

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

	Group-A	Group-B	Group-C
Bidder-I	100		
Bidder-II	103		

¹Bids offering goods manufactured in Bhutan, for which (i) labour, raw materials and components form within the country account 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



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-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-I	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. 37. Post-qualification of the Bidder

- ITB.37.1. WHPL will determine to its satisfaction whether the Bidder selected as having submitted the lowest evaluated responsive Bid is qualified in terms of the qualification requirements stipulated in ITB and BDS and have capacity and capability to perform the Contract.
- ITB.37.2. 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 6H of Section VIIA as well as such other information as the WHPL deems necessary and appropriate.
- ITB.37.3. An inspection of Bidders' factories, if required prior to award of the Contract may be carried out by WHPL or its designated agency. WHPL 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 WHPL.
- ITB.37.4. An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in rejection of the Bidder's Bid, in which event WHPL 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.37.5. The participation of the manufacturers and Subcontractors proposed in its Bid to be used by the lowest evaluated Bidder should be confirmed with Form 7 of Section VIIA (for manufacturers) and letter of intent between the parties (for Subcontractors), as applicable. The capabilities of additional or different manufacturers and Subcontractors proposed in its Bid to be used by the lowest evaluated Bidder will also be evaluated for acceptability in accordance with SECTION VI – TECHNICAL SPECIFICATIONS. Should any additional or substitute manufacturer or Subcontractor be determined to be unacceptable, the Bid will not



be rejected, but the Bidder will be required to substitute an acceptable manufacturer or Subcontractor without any change to the Bid price. Prior to signing the Contract, the Appendix-5 to the Contract Agreement shall be completed, listing the approved manufacturers or Subcontractors for each item concerned.

ITB. 38. WHPL's Right to Accept any Bid, and to Reject any or all Bids

ITB.38.1. WHPL 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 WHPL.

F. AWARD OF CONTRACT

ITB. 39. Award Criteria

ITB.39.1. WHPL 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. WHPL shall be the sole judge in this regard.

ITB.39.2. Except for the deviations to the Bidding Documents listed as per Form 13A and 13B of Section VIIA, the Bidder will be required to comply with all requirements of the Bidding Documents without any extra cost to WHPL, failing which his Bid security will be forfeited. Further, WHPL may request the Bidder to withdraw any or all of the deviations to the winning Bid at the price shown for the deviation. In case the Bidder does not withdraw the deviations proposed by the Bidder in the Bid, if any, at the cost of withdrawal stated in the Bid, the Bid will be rejected and the Bid security forfeited.

ITB.39.3. WHPL reserves the right to vary the quantity of any of the items including spares and/or delete any item altogether at the time of Award of Contract.

ITB.39.4. The mode of contracting with the successful Bidder will be as per stipulation outlined in GCC.5 and briefly indicated below:

ITB.39.5. The award to the successful Bidder shall be made as follows:

- a) First Contract: For supply of Plant and Equipment including mandatory spares to be supplied from abroad on CIF Place of Delivery basis;
- b) Second Contract: For providing all services i.e. Local Transportation for delivery at Site, inland transit insurance, unloading, storage, handling at Site, installation, insurance covers other than inland transit insurance, testing, Commissioning and conducting Guarantee tests in respect of all the Plant and Equipment supplied under the 'First Contract' and all other services as specified in the Contract Documents (the number of contracts will depend upon the source country for supply of goods).

ITB.39.5.1. All the above Contracts will contain a cross-fall breach clause specifying that breach of one Contract will constitute breach of the other Contracts which will confer a right on WHPL to terminate the other Contracts also at the risk and the cost of the Contractor



ITB. 40. Notification of Award

- ITB.40.1. Prior to expiry of the period of Bid validity, WHPL will notify the successful Bidder, by a Notification of Award, or in the form of Letter of Intent (LOI)/Letter of Award (LOA), in writing, that its Bid has been accepted indicating the contract price. The successful bidder shall return a copy of Notification of Award to WHPL after duly recording “Accepted Unconditionally” under the signature of the authorised signatory within seven (7) days of the date of Notification of Award.
- ITB.40.2. Until a formal Contract is prepared and executed, the Notification of Award shall constitute a binding Contract between the successful Bidder and WHPL.
- ITB.40.3. Upon the successful Bidder’s furnishing of the performance security pursuant to ITB. 43, WHPL will promptly notify each unsuccessful Bidder and will return its bid security.

ITB. 41. Debriefing by WHPL

- ITB.41.1. On receipt of WHPL’s Notification of Award referred to in ITB.40.1 an unsuccessful bidder has three (3) working days to make a written request to WHPL for a debriefing. WHPL shall provide a debriefing to all unsuccessful bidders whose request is received within this deadline.
- ITB.41.2. Where a request for debriefing is received within the deadline, WHPL shall provide a debriefing within five (5) working days.
- ITB.41.3. WHPL 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.41.4. 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. 42. Signing of Contract Agreement

- ITB.42.1. Upon accepting the unconditional “Notification of Award”, the successful bidder will submit the Performance Security to WHPL within 30 days of Notification of Award.
- ITB.42.2. Once the Performance Security is received, WHPL shall send the successful Bidder the Contract Agreement as per Form 24 of Section VIIB.
- ITB.42.3. Within thirty (30) days of receipt of the Contract Agreement, the successful Bidder shall sign, date and return the Contract Agreement to WHPL.
- ITB.42.4. Notwithstanding ITB.42.3above, in case signing of the Contract Agreement is prevented by any export restrictions, attributable to WHPL, 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 WHPL 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. 43. Performance Security

- ITB.43.1. The successful Bidder shall submit the Performance Security equal to ten percent (10%) of the Contract Price in accordance with GCC.18.3. The Performance Security shall be valid till 30 days beyond the Defect Liability Period (DLP). WHPL 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.43.2. The Performance Security shall be submitted as an unconditional irrevocable bank guarantee in the form provided for in Form 25 of Section VIIB. The Performance Security can also be submitted in the form of demand draft if so specified in the BDS.
- ITB.43.3. 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 WHPL may award the Contract to the next lowest evaluated Bidder whose offer is substantially responsive and is determined by WHPL to be qualified to perform the Contract satisfactorily or call for fresh bids.
- ITB.43.4. The validity of the Performance Security shall be extended by the successful bidder whenever any time extension for Completion of Facilities is granted by WHPL.
- ITB.43.5. If the Executed Contract value exceeds the Contract Value, then Retention Money of 10% of the exceeded amount in addition to the Performance Security already submitted shall be deducted from the running bills and retained till the end of the Defect Liability Period.
- ITB.43.6. If the contractor fails to remedy any reported defect within the Defect Liability Period, the WHPL 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.43.7. On completion of the Defects Liability Period, the Engineer In-charge shall issue a no Defect Liability Certificate to the Contractor and release the retention money and/ or bank guarantee as available within fourteen (14) days from the issue of Certificate.



SECTION III – BID DATA SHEET



BID DATA SHEET

The following Bid specific data for the Facilities 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 Reference	Clause	Data
A. INTRODUCTION		
ITB.2.1		WHPL intends to finance this procurement through: Internal sources
ITB.5.3		The Bidder “is not” required to be represented by a suitably equipped and able agent in Bhutan.
ITB.7.2		Insert names of the countries from which any import of Plant and Equipment or any payments to persons or entities in that country are prohibited. Name of the countries: Nil
ITB.8.1 and ITB.18.3 (m))		Whether Joint Venture Bids are permitted: No
B. THE BIDDING DOCUMENTS		
ITB.11.1, ITB.11.4 and ITB.14.1		Clarifications on Bidding Documents may be obtained from: General Manager (CPD) Wangchhu Hydroelectric Power Limited (WHPL) Post Box No. 202, Dhoewa Lam, Phuentsholing, Bhutan Mobile No.: +975 17767216 Email: gm.cpd@whpl.bt Date: September 26, 2026 Time (Bhutan Standard Time): 1700 Hrs
ITB.13.1		Pre-bid Meeting: Only if required Venue, Date & Time (Bhutan Standard Time): Shall be notified, if required
C. PREPARATION OF BIDS		
ITB.17.1		Alternative Bids shall not be permitted.
ITB.18.3 (d))		Deviation to any of these clauses anywhere in the Bid shall not be permitted: i. Governing Laws (GCC.9) ii. Settlement of Disputes (GCC.10) iii. Performance Security (GCC.18.3) iv. Patent Indemnity (GCC.21) v. Defect Liability (GCC.32)



ITB Reference	Clause	Data
	vi.	Limitations of Liability (GCC.34)
	vii.	Time for Commencement and Completion (GCC.12)
ITB.18.3 (y)		The Bidder shall submit with its Bids the following additional documents: None
ITB.20.4		The Place of Delivery for goods and services is on CIP basis upto WHPL site, Dojangchey
ITB.20.7		The applicable Incoterms edition shall be of: 2020 Edition
ITB.21.1 and ITB.21.2		The prices quoted by the Bidder Shall Not be adjustable.
ITB.22.1		The Currencies of Bid shall be: Bhutanese Ngultrum (BTN) /Indian Rupee (INR)
ITB.23.1		The Bid shall be valid till: January 10, 2027
ITB.24.1		The amount and currency of the Bid Security shall be BTN 385,000.00 The Bid Security shall be in the form of Demand Draft/Cash Warrant/Bank Guarantee, issued by any Financial Institutions of Bhutan or any foreign bank acceptable and enforceable by any financial institution of Bhutan.
ITB.24.2(e)		The Bid Security shall be valid till: February 9, 2027
ITB.25.1		In addition to the original of the Bid, the number of copies of the Bid required shall be: None
D. SUBMISSION OF BIDS		
ITB.26.2		Bids to be addressed to and submitted to: General Manager (CPD) Wangchhu Hydroelectric Power Limited (WHPL) Post Box No. 202, Dhoewa Lam, Phuentsholing, Bhutan Mobile No.: +975 17767216 Email: gm.cpd@whpl.bt Date & Time (Bhutan Standard Time) up to which Bids will be received: Date: October 12, 2026 Time: 1500 hrs
ITB.26.4		The Mode of Tendering: Single Stage Single Envelope
ITB.26.4.1		<i>[Insert Single Stage Single Envelope or Single Stage Two Envelopes as applicable]</i> 1. Single Stage Single Envelope Superscript of Cover Envelope:



ITB Reference	Clause	Data
		"CONFIDENTIAL" Bid for Design, Engineering, Construction, Supply & Commissioning of 54.6m span compact 200-type bailey superstructure (clear carriageway 4.25m) across the Wangchhu River bearing [NIT No. & Date]..... Name and address of Bidder: Not to be Opened Before Due Date for Opening on: October 12, 2026 at 1530 Hrs General Manager (CPD) Wangchhu Hydroelectric Power Limited (WHPL) Post Box No. 202, Dhoewa Lam, Phuentsholing, Bhutan Mobile No.: +975 17767216 Email: gm.cpd@whpl.bt Superscript of Envelope 1: "Bid Security for [NIT No. & Date]....." Name of Bidder:..... Superscript of Envelope 2: Bid for Design, Engineering and Construction of 60.5m span permanent bridge across the Jigmechhu River bearing [NIT No. & Date]..... Name of Bidder: Not to be Opened Before Due Date for Opening on: October 12, 2026 at 1530 Hrs
ITB.26.5		Bidders shall have the option of submitting their Bids electronically. The password for opening the electronic Bid shall not be submitted together with the Bid. The Bidder shall communicate the password to the Employer between 15:00 hrs and 15:30 hrs (BST) on October 12, 2026 through the email address specified in the BDS. The password shall not be communicated before 15:00 hrs (BST).
E. BID OPENING, EVALUATION AND COMPARISON		
ITB.30.1		Venue: Corporate Office, Wangchhu Hydroelectric Power Limited Phuentsholing, Bhutan. Date: October 12, 2026



ITB Reference	Clause	Data
		Time (Bhutan Standard Time): 1530 Hrs
ITB.36.11		A margin of ten percent (10%) Domestic Preference shall apply: Not Applicable
ITB.37.1		In addition to the requirements specified in ITB.18.3 (g)) the following Qualifying Requirement has to be met by the Bidder: A. Financial (i) Average annual turnover for last 5 financial years from the date of Bid Opening – BTN 8 million; In case where the bidders do not have the operations for the no of completed financial years as prescribed above , the annual turnover of the bidder for the completed financial years immediately preceding the last date for submission of Bids based on audited accounts as available shall be considered but for the purpose of calculation of the average annual turnover, the turnover shall be divided by the number of years prescribed and the figures so obtained shall be compared with the prescribed qualifying requirement. The value of completed works or turnover for the part of the financial year shall also be considered for the purpose of meeting the qualification criteria in regard to turnover provided the bidder has completed at least its operations for one (1) financial year. The value of completed works for part of the financial year shall be considered based on the certificate issued by the Chartered Accountant. In such cases also, the average annual turnover will be calculated by dividing the turnover for the period available by the number of years as prescribed. (ii) The Bidder must have any following credit facilities amounting to BTN 15 million: - BG - LC - Overdraft/ Cash credit B. Technical (i) The Bidder should have executed at least one similar type of work of equivalent value in the past 10 years from the date of opening of Bid; (ii) Manpower - Project Engineers - 1 Nos; Degree in Civil Engineering with a minimum of 2 years of experience (or) Diploma in Civil Engineering with a minimum of 5 years of experience;



ITB Reference	Clause	Data
		minimum 2 years of relevant experience; experience in bridge works - Occupational Health and Safety Officer - 1 No. - Site Supervisors - 2 Nos; minimum qualification of VTI certification or equivalent in Civil Engineering trades; experience in bridge works
F. AWARD OF CONTRACT		
ITB.43.2		The Performance Security shall be submitted in the form of an irrevocable Bank Guarantee/Demand Draft from any financial Institution of Bhutan or Foreign Banks acceptable and enforceable by any financial institution of Bhutan.



SECTION IV – GENERAL CONDITIONS OF CONTRACT



SECTION IV – 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 except where the context otherwise requires.

- 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) “Appointing Authority” is the person who will appoint the Adjudicator to resolve dispute between WHPL and the Contractor;
- c) “Bid” means an offer to execute the Facilities submitted 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”;
- d) “BDS” means the Bid Data Sheet;
- e) “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;
- f) “Bidding Documents” means the set of documents issued by WHPL 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;
- g) “Contract” means formal agreement(s) in writing entered into simultaneously between WHPL and the Contractor on mutually agreed terms and conditions including the Contract Documents referred therein and amendments thereto pursuant to the Notification of Award issued by WHPL and accepted by the Contractor and which are in compliance with all the relevant provisions of the Governing Law of the Contract as per GCC.9;
- h) “Contract Document” means the documents referred in Contract Agreements where such agreement is signed, 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 Contractor as specified in the Contract at the time of award, subject to such additions and adjustments thereto or deductions therefrom as may be made pursuant to the provisions of the Contract till the completion of the contract, the price so adjusted shall be termed as Executed Price;
- j) “Contractor” means the person(s) whose Bid to perform the Contract has been accepted by WHPL and is named as such in the Contract Agreement, and includes the legal successors or permitted assigns of the Contractor;
- k) “Contractor’s Representative” means any person nominated by the Contractor and approved by WHPL in the manner provided in GCC.22.2 hereof to perform the duties assigned by the Contractor;
- l) “Contractor’s Equipment” means all plant, facilities, equipment, machinery, tools, apparatus, appliances or things of every kind required for installation,



completion and maintenance of Facilities that are to be provided by the Contractor, but does not include Plant and Equipment, or other things intended to form or forming part of the Facilities;

- m) “Commissioning” means operation (including Initial Operation) of the Facilities or any part thereof by the Contractor following completion, which is to be carried out by the Contractor as provided in GCC.29 hereof, for the purpose of carrying out Guarantee Test(s);
- n) “Completion” means that the Facilities (or a specific part thereof where specific parts are specified in the SCC) have been completed operationally and structurally and put in a tight and clean condition and that all work in respect of Precommissioning of the Facilities or such specific part thereof has been completed and Commissioning has been attained as per Technical Specifications and GCC.29;
- o) “Day” means calendar day of the Gregorian calendar. However, “Working day” as used herein means all calendar days excluding Sundays and Government holidays in the Kingdom of Bhutan;
- p) “WHPL” means Wangchhu Hydroelectric Power Limited including its successors and permitted assigns and hereinafter referred to as “Purchaser” or “Owner”;
- q) “Delivery” means the transfer of the Goods from the Supplier to WHPL in accordance with the terms and conditions set forth in the Contract;
- r) “Defect Liability Period” means the period of validity of the warranties given by the Contractor commencing at Completion of the Facilities or a part thereof, if separate Completion of the Facilities for such part has been provided in the Contract, during which the Contractor is responsible for defects with respect to the Facilities (or the relevant part thereof) as provided in GCC.32 hereof;
- s) “Domestic Bidder” means any Bidder having nationality of Bhutan or a 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 Bhutan and constituted under and governed by the civil, commercial or public laws of Bhutan, and having its statutory office, central administration or principal place of business in Bhutan.
- t) “Effective Date” means the date of Notification of Award and from which the Time for Completion shall be determined as stated in Article 3 of the Contract Agreement;
- u) “Facilities” means the Plant and Equipment to be supplied and installed, as well as all the Installation Services to be carried out by the Contractor under the Contract;
- v) “Foreign Bidder” means any Bidder other than the domestic bidder;
- w) “GCC” means General Conditions of Contract;
- x) “Guarantee Test(s)” means the Performance & Guarantee test(s) specified in the Technical Specifications to be carried out to ascertain whether the Facilities or a specified part thereof is able to attain the Functional Guarantees specified in the Technical Specifications in accordance with the provisions of GCC.30.1 hereof;



- y) “Installation Services” means all those services ancillary to the supply of the Plant and Equipment for the Facilities, to be provided by the Contractor under the Contract; e.g., transportation including Local Transportation, and provision of marine or other similar insurance, clearance of Plant and Equipment at the port of entry from the customs and port authorities, inspection, expediting, Site preparation works, provision and use of Contractor’s Equipment, supply of all civil, structural and construction materials required, installation, testing, Precommissioning, commissioning, carrying out guarantee tests, operations, maintenance, the provision of operations and maintenance manuals, training of WHPL's personnel etc;
- z) “ITB” means Instructions to Bidders;
- aa) “Joint Venture (JV)” means an association of legal entities that pool their resources and skills to undertake a large or complex Contract in the role as a Contractor, with all legal entities (partners in the JV) being legally liable, jointly and severally, for the execution of the Contract in the event of a member’s withdrawal;
- bb) “Notification of Award (NoA)” means the letter issued by WHPL conveying the acceptance of the Bid of the successful Bidder subject to such terms and conditions as may have been stated therein;
- cc) “Local Transportation” shall include loading, unloading, handling of Plant and Equipment at the port of entry in India/airport in Bhutan; storage at the port/airport, if required, and subsequent transportation from the port of entry/airport up to the Site;
- dd) “Month” means calendar month of the Gregorian Calendar;
- ee) “Operational Acceptance” means the acceptance by WHPL of the Facilities (or any part of the Facilities where the Contract provides for acceptance of the Facilities in parts), which certifies the Contractor’s fulfilment of the Contract in respect of Functional Guarantees of the Facilities (or the relevant part thereof) in accordance with the provisions of GCC.33 hereof and shall include deemed acceptance in accordance with GCC.30 hereof;
- ff) “Origin” means the country where the Plant and Equipment or component parts thereof or other supplies for the Facilities are mined, grown, or produced or manufactured. Plant and Equipment are produced when, through manufacturing, processing or substantial and major assembling of components, a commercially recognised product results that is substantially different in basic characteristics or in purpose or utility from its components.
- gg) “Party” means the WHPL or the Contractor, as the context requires, and “Parties” means both of them.
- hh) “Plant and Equipment” means permanent plant, equipment, machinery, tools, apparatus, materials, articles and things of all kinds to be provided and incorporated in the Facilities and in remedying of any defects therein during the Defect Liability Period, by the Contractor under the Contract (including the spare parts to be supplied by the Contractor under GCC.11.4), but does not include Contractor’s Equipment and other articles or things not intended to form part of the Facilities.
- ii) “Place of Delivery” means the place named in the BDS for Delivery of Plant and Equipment;



- jj) “Precommissioning” means the testing, checking and other requirements specified in the Technical Specifications that are to be carried out by the Contractor in preparation for Commissioning as provided in GCC.29 hereof.
- kk) “Project Manager” means the person appointed by WHPL in the manner provided in GCC.22.1 hereof and named as such in the SCC to perform the duties delegated by WHPL.
- ll) “RGoB” means the Royal Government of Bhutan;
- mm) “SCC” means the Special Conditions of Contract;
- nn) “Site” means the land and other places upon which the Facilities are to be installed, and such other land or places as may be specified in the Contract as forming part of the Site.
- oo) “Subcontractor” including manufacturers and vendors, means any person to whom execution of any part of the Facilities, including preparation of any design or supply of any Plant and Equipment, is sub-contracted directly or indirectly by the Contractor, and includes its legal successors or permitted assigns.
- pp) “Time for Completion” means the time within which Completion of the Facilities as a whole (or of a part of the Facilities where a separate Time for Completion of such part has been prescribed) is to be attained in accordance with the stipulations in the SCC and the relevant provisions of the Contract.
- qq) “Technical Specifications” means specifications of the Facilities incorporated in the Bidding Documents and forming part of the Contract and includes any modification or amendment thereto or any addition thereto or any deduction therefrom, as may be made with the mutual agreement of the WHPL and Contractor;
- rr) “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.29 hereof.

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 WHPL, and any other documents as may be specified by WHPL.
- GCC.2.3. The Contractor shall not, without WHPL’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 WHPL in connection therewith, to any person other than a person employed by the Contractor 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 Contractor shall not, without WHPL'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 shall not 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 term, when used, and the rights and obligations of Parties thereunder shall be governed by the rules prescribed in the current edition of Incoterms specified in the SCC and published by the International Chamber of Commerce in Paris, France.

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 WHPL and the Contractor.

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/Signing of Contract Agreement or as specified in SCC as the case may be. This date shall be considered as the Effective Date of the Contract. The Time for Completion shall be reckoned from the Effective Date.

GCC.3.11. Entire Agreement

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

GCC.3.12. Responsibility

The Contractor shall be an independent contractor performing the Contract. The Contract does not create any agency, partnership, joint venture or other joint relationship between the Parties hereto. Subject to the provisions of the Contract, the Contractor shall be solely responsible for the manner in which the Contract is performed. All employees, Subcontractors and representatives, engaged by the Contractor in connection with the performance of the Contract, shall be under the complete control of the Contractor and shall not be deemed to be employees of WHPL, and nothing contained in the Contract, or in any Subcontract awarded by the Contractor, shall be construed to create any contractual relationship between any such employees, representatives, or Subcontractors and WHPL.

GCC.4. Fraud and Corruption

GCC.4.1. If WHPL determines that the Contractor and/or any of its personnel, or its agents, or its Subcontractors, and/or their employees has engaged in corrupt, fraudulent, collusive coercive, or obstructive practices, in competing for or in executing the Contract, then WHPL may, after giving fourteen (14) days' notice to the Contractor, terminate the Contract and expel him from the Site, and the provisions of GCC.46 shall apply as if such expulsion had been made under GCC.46.2.1 (c).

GCC.4.2. For the purposes of this sub-clause,

- a) "corrupt practice" is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
- b) "fraudulent practice" is any act or omission, including a misrepresentation, 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” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
- d) “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party 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 to materially impede any investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or acts intended materially to impede the exercise of the inspection rights of WHPL or any organization or person appointed by WHPL.

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

GCC.5. Construction of the Contract

The Contracts to be entered into between WHPL and the successful bidder shall be as under:

- “First Contract” for CIF, Place of delivery (as specified in BDS), supply of Plant and Equipment including mandatory spares to be supplied from abroad;
- “Second Contract” for providing all services i.e. Local Transportation for delivery at Site, inland transit insurance, unloading, storage, handling at Site, installation, insurance covers other than inland transit insurance, testing, Commissioning and conducting Guarantee tests in respect of all the equipment supplied under the First Contract and all other services as specified in the Contract Document.

GCC.6. Language

GCC.6.1. The Contract, as well as all correspondences and documents relating to the Contract exchanged by the Contractor and WHPL, 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.6.2. The Contractor shall bear all costs of translation to the governing language and all risks of the accuracy of such translation, for documents provided by the Contractor.

GCC.7. Joint Venture

GCC.7.1. If the Contractor is a Joint Venture (JV) of two or more parties, all such parties shall be jointly and severally bound to WHPL 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 WHPL.

GCC.8. Notices

- GCC.8.1. Notices shall be deemed to include any approvals, consents, instructions, orders, determinations and certificates to be given under the Contract.
- GCC.8.2. 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.8.3. Any notice delivered personally or sent by fax or electronic mail shall be deemed to have been delivered on date of its despatch.
- GCC.8.4. 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.9. Governing Law

- GCC.9.1. The Contract shall be governed by and interpreted in accordance with the laws of the Kingdom of Bhutan, unless otherwise stated in SCC.
- GCC.9.2. The Contractor shall, in all matters arising in the performance of the Contract, comply in all respects, give all notices and pay all fees required by the provisions of any statute, ordinance or other law or any regulation or bylaw of any duly constituted authority of the Kingdom of Bhutan.
- GCC.9.3. The Contractor shall indemnify and hold harmless WHPL from and against any and all liabilities, damages, claims, fines, penalties and expenses of whatever nature arising or resulting from the violation of such laws by the Contractor or its personnel including its Subcontractors and their employees.

GCC.10. Settlement of Disputes

- GCC.10.1. Adjudicator
- GCC.10.1.1. If any dispute of any kind whatsoever shall arise between WHPL 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.10.1.2. The Adjudicator shall be jointly appointed by WHPL 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.10.1.3. 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 WHPL or the Contractor within fifty-six (56) days of such reference, the decision shall become final and binding upon WHPL and the Contractor. Any decision that has become final and binding shall be implemented by the Parties forthwith.



- GCC.10.1.4. Should the Adjudicator resign or die, or should WHPL 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.10.1.2.
- GCC.10.1.5. 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 WHPL and the Contractor.
- GCC.10.2. Arbitration
- GCC.10.2.1. If either WHPL 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 WHPL 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.10.2.2. Any dispute, in respect of which a notice of intention to commence arbitration has been given, in accordance with GCC.10.2.1, shall be finally settled by arbitration. Arbitration may be commenced prior to or after completion of the Works.
- GCC.10.2.3. 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.10.2.4. 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.10.3. 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) WHPL shall pay the Contractor any monies due to it.
- GCC.10.4. 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 in so far as such waiver can validly be made.

B. SUBJECT MATTER OF CONTRACT

GCC.11. Scope of Facilities

- GCC.11.1. Unless otherwise expressly limited in the Technical Specifications, the Contractor's obligations cover the provision of all Plant and Equipment including spares and the performance of Installation Services required for the design and manufacture (including procurement, quality assurance, construction, installation, associated civil, structural and other construction works, Precommissioning and delivery) of the Plant and Equipment and the installation, Commissioning, Completion of the Facilities and carrying out Guarantee Tests for the Facilities in accordance with the



plans, procedures, specifications, drawings, codes and any other documents as specified in the Technical Specifications.

- GCC.11.2. The Technical Specifications shall include, but are not limited to, the provision of supervision and engineering services; the supply of labour, materials, equipment, spare parts (as specified in GCC.11.4 below) and accessories; Contractor's Equipment; construction utilities and supplies; temporary materials, structures and facilities; Local Transportation (including, without limitation, clearing, forwarding and handling at port of entry, storage and preservation at Site, intermediate location (if any), loading, unloading and hauling to, from and at the Site), insurance and storage, except for those supplies, works and services that will be provided or performed by WHPL, as set forth in Appendix-6 to the Contract Agreement.
- GCC.11.3. The Contractor shall, unless specifically excluded in the Contract, perform all such work and/or supply all such items and materials not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining Completion of the Facilities as if such work and/or items and materials were expressly mentioned in the Contract.
- GCC.11.4. In addition to the supply of Mandatory Spare Parts included in the Contract, the Contractor agrees to supply spare parts recommended by the Contractor and required for the operation and maintenance of the Facilities. However, the identity, specifications and quantities of such spare parts and the terms and conditions relating to the supply thereof are to be agreed between WHPL and the Contractor, and the price of such spare parts shall be that given in Price Schedule No. 5, which shall be added to the Contract Price in the event of award. The price of such spare parts shall include the purchase price thereof and other costs and expenses (including the Contractor's fees) relating to the supply of spare parts. The prices of spares covered under Price Schedule No. 5 shall be kept valid for a period as specified in the SCC.
- GCC.11.4.1. The Contractor agrees that the spare parts recommended by him for 3 years operation and quoted in Price Schedule No. 5 shall be supplied by him at the same terms and conditions as are otherwise applicable to the supply of mandatory spares under this Contract. Further, the Contractor also agrees to supply spare parts required for the operation and maintenance of the Facilities as per provision of subsequent paragraphs of this Sub-Clause.
- GCC.11.4.1.1. All the spares for the equipment under the Contract will strictly conform to the Technical Specifications and other relevant documents and will be identical to the corresponding main equipment/components supplied under the Contract and shall be fully interchangeable.
- GCC.11.4.1.2. All the mandatory spares covered under the Contract shall be produced along with the main equipment as a continuous operation and the delivery of the mandatory spares will be effected along with the main equipment in a phased manner and the delivery would be completed by the respective dates for the various categories of Plant and Equipment as per the agreed network. In case of recommended spares, the above will be applicable provided the order for the recommended spares has been placed with the Contractor prior to commencement of manufacture of the main equipment.
- GCC.11.4.1.3. The Contractor will provide WHPL with the manufacturing drawings, catalogues, assembly drawings of the Plant and Equipment and any other document required



by WHPL so as to enable WHPL to identify the requirement of recommended spares. Such details will be furnished to WHPL as soon as they are prepared but in any case not later than six (6) months prior to commencement of manufacture of the corresponding main equipment.

- GCC.11.4.1.4. To enable WHPL to finalise the requirement of recommended spares which are ordered subsequent to placement of order for main equipment/plant, in addition to necessary technical details, catalogue and such other information brought-out herein above, the Contractor will also provide a justification in support of reasonableness of the quoted prices of spares which will, inter-alia, include documentary evidence that the prices quoted by the Contractor to WHPL are not higher than those charged by him from other customers in the same period.
- GCC.11.4.1.5. In addition to the spares recommended by the Contractor, if WHPL further identifies certain items of spares, the Contractor will submit the prices and delivery quotation for such spares within thirty (30) days of receipt of such request with a validity period of six (6) months for consideration by WHPL and placement of order for additional spares, if WHPL so desires.
- GCC.11.4.1.6. The quality plan and the inspection requirement finalised for the main equipment will also be applicable to the corresponding spares.
- GCC.11.4.1.7. The Contractor will provide WHPL with all the addresses and particulars of his sub-suppliers while placing the order on vendors for items/components/equipment covered under the Contract and will further ensure with his vendors that WHPL, if so desires, will have the right to place order for spares directly on them on mutually agreed terms based on offers of such vendors.
- GCC.11.4.1.8. The Contractor shall guarantee the long term availability of spares to WHPL for the full life of the Plant and Equipment covered under the Contract. The Contractor shall guarantee that before going out of production of spare parts of the Plant and Equipment covered under the Contract, he shall give WHPL at least 2 years advance notice so that the latter may order his bulk requirement of spares, if it so desires. The same provision will also be applicable to Subcontractors. Further, in case of discontinuance of manufacture of any spares by the Contractor and/or his Subcontractor, Contractor will provide WHPL, two (2) years in advance, with full manufacturing drawings, material specification and technical information including information on alternative equivalent makes required by WHPL for the purpose of manufacture/procurement of such items.
- GCC.11.4.1.9. The prices of all future requirements of item of spares beyond three (3) years operational requirement will be derived from the corresponding ex-works price at which the order for such spares have been placed by WHPL as a part of mandatory spares or recommended spares, or from the rates of mandatory spares or recommended spares as quoted by/negotiated with the Contractor. Ex-works order price of future spares shall be computed in accordance with the price adjustment provisions covered under the main Contract excepting that the base indices will be counted from the scheduled date of Completion of Facilities of the last equipment under the main Contract and there will be no ceiling on the amount of variation in the prices. The above option for procuring future spares by WHPL shall remain valid for the period of five (5) years from the scheduled date of Completion of Facilities of the last equipment covered under this Contract.
- GCC.11.4.1.10. The Contractor will indicate in advance the delivery period of the items of spares, which WHPL may procure in accordance with above sub-clause. In case of



emergent requirements of spares, the Contractor would make every effort to expedite the manufacture and delivery of such spares on the basis of mutually agreed time schedule.

GCC.11.4.1.11. In case the Contractor fails to supply the mandatory, recommended or long term spares in the terms stipulated above, WHPL shall be entitled to purchase the same from the alternate sources at the risk and the cost of the Contractor and recover from the Contractor, the excess amount paid by WHPL, if any, over the rates worked on the above basis. In the event of such risk purchase by WHPL, the purchases will be as per the Procurement Manual for Works prevalent at the time of such purchases and WHPL at his option may include a representative from the Contractor in finalising the purchases.

GCC.11.4.1.12. It is expressly understood that the final settlement between the Parties, in terms of relevant clauses of the Contract Documents shall not relieve the Contractor of any of his obligations under the provision of long term availability of spares and such provisions shall continue to be enforced till the expiry of five (5) years period reckoned from the scheduled date of Completion of Facilities of the last equipment covered under this Contract, unless otherwise discharged expressly in writing by WHPL. Further, the provisions pertaining to long term availability of spares shall be extended beyond five (5) years applicability period mentioned herein above if so desired by WHPL and at the mutually acceptable escalation formula.

GCC.11.4.1.13. The Contractor shall warrant that all spares supplied will be new and in accordance with the Contract Documents and will be free from defects in design, material and workmanship and shall further guarantee as under:

i. For three (3) years operational spares (both mandatory and recommended):

a) For any item of spares ordered or to be ordered by WHPL for three (3) years operational requirement of the plant which are manufactured as a continuous operation together with the main equipment the Defect Liability Period will be eighteen (18) months from the date of Completion of Facilities. In case of any failure in the original component/equipment due to faulty designs, materials and workmanship, the corresponding spare parts, if any, supplied will be replaced without any extra cost to WHPL unless a joint examination and analysis by WHPL and the Contractor of such spare parts prove that the defect found in the original part that failed, can safely be assumed not to be present in spare parts. Such replaced spare parts will have the same Defect Liability Period as applicable to the replacement made for the defective original part/component provided that such replacement for the original equipment and the spare replaced are again manufactured together. The discarded spare parts will become the property of the Contractor as soon as they have been replaced by the Contractor.

b) For the item of mandatory spares ordered or to be ordered by WHPL for three (3) years operational requirement of the plant, which, with the written approval of WHPL, are not manufactured along with the main equipment as a continuous operation, will be warranted for trouble free operation for the period as specified in the Technical Specifications.

c) For long term requirement



For item of spares that may be ordered by WHPL to cover requirements beyond three (3) years of initial operation of the plant, the warranty will be till the expiry of the period as specified in the Technical Specification. The Defect Liability Period of spares will expire at the end of forty-eight (48) months from the date of their receipt at Site.

- ii. The Defect Liability Period of spares covered in para (b) and (c) above, that are not used within 18 months from the respective date of actual delivery at Site will, however, be subject to condition that all such spares have been stored/maintained/preserved in accordance with Contractor's standard recommended practice, if any, furnished to WHPL.

GCC.12. Time for Commencement and Completion

- GCC.12.1. The Contractor shall commence work on the Facilities from the Effective Date and without prejudice to GCC.31.2 hereof. The Contractor shall thereafter proceed with the Facilities in accordance with the time schedule specified in Appendix-4 to the Contract Agreement.
- GCC.12.2. The Contractor shall attain Completion of the Facilities (or of a part where a separate time for Completion of such part is specified in the Contract) within the time stated in the SCC or within such extended time to which the Contractor shall be entitled under GCC.43 hereof.

GCC.13. Contractor's Responsibilities

- GCC.13.1. The Contractor shall design, manufacture (including associated purchases and/or subcontracting), assemble, test at manufacturer's works, transport to Site, install, complete the Facilities and carry out the Guarantee Tests with due care and diligence in accordance with the Contract. The Contractor shall also provide all necessary plant, equipment and machinery, superintendence, labour and all other necessary facilities required for completion of the Facilities.
- GCC.13.2. The Contractor confirms that it has entered into this Contract on the basis of a proper examination of the data relating to the Facilities provided by WHPL, and on the basis of information that the Contractor could have obtained from a visual inspection of the Site (if access thereto was available) and of other data readily available to it relating to the Facilities as at the date twenty-eight (28) days prior to Bid submission.
- GCC.13.3. The Contractor shall be deemed to have inspected and examined the Site and its surroundings and information available in connection therewith and to have satisfied himself, as to (a) the form of nature thereof, (b) the hydrological and climatic conditions, (c) the extent and nature of work, and materials necessary for the execution and Completion of the Facilities and remedying of any defects therein, and (d) the means of access to the Site and the accommodation he may require and, in general, shall be deemed to have obtained all necessary information as to risks, contingencies and all other circumstances.
- GCC.13.4. The Contractor acknowledges that any failure to acquaint itself with all such data and information and conditions prevailing at the Site and its surroundings shall not relieve its responsibility for properly estimating the difficulty or cost of successfully performing the Facilities.
- GCC.13.5. The Contractor shall acquire in its name all permits, approvals and/or licenses from all government authorities or public service undertakings in the Kingdom of Bhutan



that are necessary for the performance of the Contract, including, without limitation, visas for the Contractor's and Subcontractor's personnel and entry permits for all imported Contractor's Equipment. Any taxes/ duties on such equipment at the time of import or re-export after the Completion of the Facilities shall be to the account of the Contractor. The Contractor shall also acquire all other permits, approvals and/or licenses that are not the responsibility of WHPL under GCC.14.3 hereof and that are necessary for the performance of the Contract.

- GCC.13.6. The Contractor shall comply with all laws in force in the Kingdom of Bhutan. The laws will include all national, provincial, municipal or other laws that affect the performance of the Contract and binding upon the Contractor. The Contractor shall indemnify and hold harmless WHPL from and against any and all liabilities, damages, claims, fines, penalties and expenses of whatever nature arising or resulting from the violation of such laws by the Contractor or its personnel, including the Subcontractors and their personnel, but without prejudice to GCC.14.1 hereof.
- GCC.13.7. The Contractor shall execute and complete the Facilities and remedy any defects therein in strict accordance with the Contract to the satisfaction of the Project Manager and shall comply with and adhere strictly to the Project Manager's instructions and directions on any matter whether mentioned in the Contract or not, concerning the Facilities. The Contractor shall take instructions and directions only from the Project Manager or from the Project Manager's Representative.

GCC.14. WHPL's Responsibilities

- GCC.14.1. WHPL shall ensure the accuracy of all information and/or data to be supplied by WHPL as described in Appendix-6 to the Contract Agreement, except when otherwise expressly stated in the Contract.
- GCC.14.2. WHPL shall be responsible for acquiring and providing legal and physical possession of the Site and access thereto, and for providing possession of and access to all other areas reasonably required for the proper execution of the Contract, including all requisite rights of way, as specified in Appendix-6 to the Contract Agreement. WHPL shall give full possession of and accord all rights of access thereto on or before the date(s) specified in Appendix-6.
- GCC.14.3. WHPL shall acquire and pay for all permits, approvals and/or licenses from all government authorities or public service undertakings in the Kingdom of Bhutan, which such authorities or undertakings require WHPL to obtain in WHPL's name for the execution of the Contract (they include those required for the performance by both the Contractor and WHPL of their respective obligations under the Contract), including those specified in Appendix-6 to the Contract Agreement.
- GCC.14.4. If requested by the Contractor, WHPL shall use its best endeavours to assist the Contractor in obtaining in a timely and expeditious manner all permits, approvals and/or licenses necessary for the execution of the Contract from all government authorities or public service undertakings that such authorities or undertakings require the Contractor or Subcontractors or the personnel of the Contractor or Subcontractors, as the case may be.
- GCC.14.5. WHPL shall provide sufficient, properly qualified operating and maintenance personnel; shall supply and make available all raw materials, utilities, lubricants, chemicals, catalysts, other materials and facilities and shall perform work and services of whatsoever nature, all as specified in Appendix-6 to the Contract Agreement, to enable the Contractor to properly carry out Pre-commissioning,



Commissioning and Guarantee Tests at or before the time specified in the program furnished by the Contractor under GCC.23.2 hereof and in the manner thereupon specified or as otherwise agreed upon by WHPL and the Contractor.

- GCC.14.6. WHPL shall be responsible for the continued operation of the Facilities after Completion, in accordance with GCC.29.9, and shall be responsible for facilitating the Guarantee Test(s) for the Facilities, in accordance with GCC.30.1.
- GCC.14.7. All costs and expenses involved in the performance of the obligations under this clause shall be the responsibility of WHPL, except those to be incurred by the Contractor with respect to the performance of Guarantee Tests, in accordance with GCC.30.1.

C. PAYMENT

GCC.15. Contract Price

- GCC.15.1. The Contract Price shall be as specified in Article 2 of the Contract Agreement.
- GCC.15.2. The Contract Price shall be adjusted in accordance with provisions of Appendix-2 to the Contract Agreement.
- GCC.15.3. Subject to GCC.13.2, GCC.14.1 and GCC.39 hereof, the Contractor shall be deemed to have satisfied itself as to the correctness and sufficiency of the Contract Price, which shall, except as otherwise provided for in the Contract, cover all its obligations under the Contract.

GCC.16. Terms of Payment

- GCC.16.1. The terms of payment shall be as specified in SCC of the Bidding Document.
- GCC.16.2. No payment made by WHPL herein shall be deemed to constitute acceptance by WHPL of the Facilities or any part(s) thereof.
- GCC.16.3. The currency or currencies in which payments are made to the Contractor under this Contract shall be specified in SCC, subject to the general principle that payments will be made in the currency or currencies in which the Contract Price has been stated in the Contractor's Bid. In cases where the Bid price is in Indian Rupees or Bhutanese Ngultrum, WHPL shall at its discretion make payment in either of the currencies at the exchange rate of one Ngultrum = one Indian Rupees.

GCC.17. Taxes and Duties

- GCC.17.1. Except as otherwise specifically provided in the Contract, the Contractor shall bear and pay all taxes, duties, levies and charges assessed on the Contractor, its Subcontractors or their employees by all municipal, state or national government authorities in connection with the Facilities in and outside of the Kingdom of Bhutan.
- GCC.17.2. Notwithstanding GCC.17.1 above, WHPL shall bear and promptly pay/reimburse all customs and import duties, if imposed or to be imposed in future, by the Kingdom of Bhutan and/or by Indian Government (when the Plant and Equipment are cleared from the port of entry in India), on the Plant and Equipment including mandatory spares supplied from third countries (other than India) and specified in Price Schedule 4 (and on spare parts to be supplied from third countries (other than



India) and specified in Price Schedule No.5, when awarded) and that are to be incorporated into the Facilities.

- GCC.17.3. Notwithstanding GCC.17.1 above, WHPL shall bear and promptly pay/reimburse all customs and import duties, if imposed or to be imposed in future, by the Kingdom of Bhutan on the Plant and Equipment including mandatory spares supplied from India and specified in Price Schedule No. 4 (and on spare parts to be supplied from India and specified in Price Schedule No.5, when awarded) and that are to be incorporated into the Facilities if such Plant and Equipment are not exempted from levy of Custom Duty/import duties.
- GCC.17.3.1. If the Plant and Equipment are shipped in Shipper's containers, then the custom duty levied on the cost of empty containers, as specified in the SCC, shall be borne and paid/reimbursed by the Contractor.
- GCC.17.3.2. WHPL shall bear and pay/reimburse to the Contractor/assignee of Contractor (if applicable) any taxes levied by the Kingdom of Bhutan in respect of direct transactions between WHPL and the Contractor, if imposed on the Plant and Equipment including mandatory spares manufactured within the Kingdom of Bhutan, India and abroad, and specified in Price Schedule No. 4 (and also on recommended spares manufactured in Bhutan and India as quoted in Price Schedule No.5, when awarded) to be incorporated in the Facilities, by the law of the Kingdom of Bhutan. Further, WHPL shall bear and pay/reimburse to the Contractor/assignee of Contractor (if applicable) any taxes levied by the Kingdom of Bhutan in respect of direct transactions between WHPL and the Contractor, if imposed on the services as specified in Price Schedule No. 4.
- GCC.17.3.3. WHPL will issue the requisite sales tax declaration form(s) in order to get the benefit of any concession in the rate of applicable tax. Further, in case of all components, equipment and materials identified by the Contractor and WHPL to be despatched directly from the Subcontractor's work outside the Kingdom of Bhutan to WHPL's Site, all taxes and duties on such components, equipment and materials shall be borne by the Contractor.
- GCC.17.3.4. 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. WHPL shall furnish necessary TDS Certificate to the Bidders, issued by the Department of Revenue & Customs, RGoB. The Contractor shall be responsible to deduct tax at source from the gross payments made to the Subcontractors and deposit the same to the account of RGoB as per provisions of law in this regard in force from time to time.
- GCC.17.3.5. Any tax that may be levied in the Kingdom of Bhutan on the profits made by the Contractor in respect of the Contract shall be to the Contractor's account and no separate claim in this regard will be entertained by WHPL.
- GCC.17.4. If any tax exemptions, reductions, allowances or privileges are available to the Contractor in the Kingdom of Bhutan, WHPL shall use its best endeavours to enable the Contractor to benefit from any such tax savings to the maximum allowable extent.
- GCC.17.5. For the purpose of the Contract, it is agreed that the Contract Price specified in Article 2 of the Contract Agreement is based on the taxes, duties, levies and charges prevailing at the date thirty (30) days prior to the last date of Bid submission in the Kingdom of Bhutan (hereinafter called "Tax" in this clause). If any rates of Tax are increased or decreased, a new Tax is introduced, an existing



Tax is abolished, or any change in interpretation or application of any Tax occurs in the course of the performance of Contract, which was or will be assessed on the Contractor in connection with performance of the Contract, an equitable adjustment of the Contract Price shall be made to fully take into account any such change by addition to the Contract Price or deduction therefrom, as the case may be, in accordance with GCC.40 hereof. However, these adjustments would be restricted to direct transactions between WHPL and the Contractor/assignee of Contractor (if applicable). These adjustments shall not be applicable on procurement of raw materials, intermediary components etc. by the Contractor/assignee and also not applicable on the bought out items despatched directly from Subcontractor's works to Site.

GCC.17.6. Nothing in the Contract shall relieve the Contractor from his responsibility to pay any tax that may be levied in Bhutan on profits made by him in respect of the Contract.

GCC.17.7. The Contractor's staff, personnel and labour will be liable to pay personal income tax in Bhutan in respect of such of their salaries and wages as are chargeable under the laws and regulations for the time being in force and the Contractor shall perform such duties in regard to such deductions thereof as may be imposed on him by such laws and regulations.

GCC.17.8. Bidders participating from India and supplying goods and services for bonafide use in the Kingdom of Bhutan shall quote the prices for 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 or services or both are covered under Zero Rated Supply as per Chapter VII, 16(1) THE INTEGRATED GOODS AND SERVICES TAX ACT, 2017 of India.

GCC.18. Securities

GCC.18.1. Submission of Securities

The Contractor shall provide the securities specified below in favour of WHPL at the times, and in the amount, manner and form specified below.

GCC.18.2. Advance Payment Security

GCC.18.2.1. The Contractor shall, within thirty (30) days of the Notification of Award of Contract, provide a security in an amount equal to the advance payment as per SCC, and in the currency or currencies of the Contract, with an initial validity of up to Thirty (30) days beyond the schedule date of Completion of the last Facility covered under the Contract in accordance with GCC.29. However, in case of delay in Completion of the Facilities under the Contract, the validity of this security shall be extended by the period of such delay.

GCC.18.2.2. The amount of the security shall be reduced in proportion to the value of the Facilities executed by and paid to the Contractor from time to time, and shall automatically become null and void when the full amount of the advance payment has been recovered by the Employer. The security shall be returned to the Contractor immediately after its expiration. All advances shall be recovered when eighty percent (80%) of the contract is executed.

GCC.18.3. Contract Performance Security

GCC.18.3.1. The Contractor 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, with initial validity up to thirty (30) days beyond the scheduled Defect Liability Period of the last Facility covered under the Contract. However, in case of delay in completion, the validity of all the contract performance securities shall be extended by the Contractor/assignee for such period of delay.

- GCC.18.3.2. The contract performance securities shall be denominated in the currency or currencies of the Contract or in a freely convertible currency acceptable to WHPL and shall be in the form of unconditional and irrevocable bank guarantee provided in Form 25 of Section VIIB. 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 WHPL, issued by any financial institution of Bhutan or any other Foreign Bank acceptable and enforceable by any financial institution of Bhutan.
- GCC.18.3.3. The proceeds of the Performance Security shall be payable to WHPL as compensation for any loss resulting from the Contractor's failure to complete its obligations under the Contract.
- GCC.18.3.4. If the contractor fails to remedy any reported defect within the Defect Liability Period, the WHPL shall be entitled to remedy the defect at the expense of the Contractor and appropriate the cost of such remedying defects out of the Contract Performance Security.
- GCC.18.3.5. No claim shall be made against the performance security except for amounts to which the WHPL is entitled under the Contract after the issue of the last Defect Liability Certificate and the performance security will be discharged and returned to the Contractor with in thirty (30) days after the expiry of the last Defect Liability Period.

D. Intellectual Property

GCC.19. Copyright

- GCC.19.1. The copyright in all drawings, documents and other materials containing data and information furnished to WHPL by the Contractor shall remain vested in the Contractor, or, if they are furnished to WHPL directly or through the Contractor by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third Party. WHPL shall however be free to reproduce all drawings, documents and other, material furnished to WHPL for the purpose of the Contract including, if required, for operation and maintenance of the facilities.

GCC.20. Confidential Information

- GCC.20.1. WHPL and the Contractor shall keep confidential and shall not, without the written consent of the other Party hereto, divulge to any third party any documents, data or other information furnished directly or indirectly by the other Party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Contractor may furnish to its Subcontractors such documents, data and other information as it receives from WHPL to the extent required for the Subcontractors to perform its obligations under the Contract, in which event the Contractor shall be under obligation to have a clause in the contracts with their Subcontractors regarding confidentiality similar to that provided herein.
- GCC.20.2. WHPL shall not use such documents, data and other information received from the Contractor for any purposes unrelated to the Contract. Similarly, the Contractor



shall not use such documents, data and other information received from WHPL for any purpose other than the design, procurement of Plant and Equipment, construction or such other work and services as are required for the performance of the Contract.

GCC.20.3. The obligation of a Party under GCC.20.1 and GCC.20.2 above, however, shall not apply to information that:

- a) WHPL or Contractor 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.20.4. The above provisions of GCC.20 shall not in any way modify any undertaking of confidentiality given by either of the Parties hereto prior to the date of the Contract in respect of the performance of the Contract or any part thereof.

GCC.20.5. The provisions of GCC.20 shall survive completion or termination, for whatever reason, of the Contract.

GCC.21. Patent Indemnity

GCC.21.1. The Contractor shall, subject to WHPL's compliance with GCC.21.2, indemnify and hold harmless WHPL 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 WHPL 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 Facilities by the Contractor or the use of the Facilities in the Kingdom of Bhutan; and
- b) the sale in any country of the products produced by the Facilities.

GCC.21.2. Such indemnity shall not cover any use of the Facilities 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 Facilities or any part thereof, or any products produced thereby in association or combination with any other equipment, plant or materials not supplied by the Contractor, pursuant to the Contract.

GCC.21.3. If any proceedings are brought or any claim is made against WHPL arising out of the matters referred to in GCC.21.1, WHPL shall promptly give the Contractor notice thereof, and the Contractor may at its own expense and in WHPL's name conduct such proceedings or claims and any negotiations for the settlement of any such proceedings or claims.

GCC.21.4. If the Contractor fails to notify WHPL within thirty (30) days after receipt of such notice that it intends to conduct any such proceedings or claims, then WHPL shall be free to conduct the same on its own behalf at the cost of the Contractor.



- GCC.21.5. WHPL shall, at the Contractor's request, provide all available assistance to the Contractor in conducting such proceedings or claim, and shall be reimbursed by the Contractor for all reasonable expenses incurred in so doing.
- GCC.21.6. WHPL shall indemnify and hold harmless the Contractor 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 Contractor may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification or other documents or materials provided or designed by or on behalf of WHPL.

E. WORK EXECUTION

GCC.22. Representatives

- GCC.22.1. Project Manager
- GCC.22.1.1. If the Project Manager is not named in the Contract, then within fourteen (14) days of the Effective Date, WHPL shall appoint and notify the Contractor in writing of the name of the Project Manager. WHPL may from time to time appoint some other person as the Project Manager in place of the person previously so appointed, and shall give a notice of the name of such other person to the Contractor without delay. WHPL shall take reasonable care to see that no such appointment is made at such a time or in such a manner as to impede the progress of work on the Facilities. The Project Manager shall represent and act for WHPL at all times during the currency of the Contract and carry out duties and responsibilities specified in the Contract. All notices, instructions, orders, certificates, approvals and all other communications under the Contract shall be given by the Project Manager, except as herein otherwise provided.
- GCC.22.1.2. The Project Manager's representative will be appointed by and be responsible to the Project Manager and will carry out such duties and exercise such authority as may be delegated to him by the Project Manager under GCC.22.1.3. Project Manager's representative shall have no authority to relieve the Contractor of any of his duties or obligations under the Contract except as expressly provided hereunder or elsewhere in the Contract, nor to order any work involving delay or any extra payment by WHPL, nor to make any variation in the Facilities.
- GCC.22.1.3. The Project Manager may, from time to time delegate to the Project Manager's representative any of the powers and authorities vested in the Project Manager and he may at any time revoke such delegation. Any communication issued by the Project Manager's representative to the Contractor in accordance with such delegation shall have the same effect as though it had been issued by the Project Manager. Provided that:
- any failure of the Project Manager's representative to disapprove any work or materials shall not prejudice the authority of the Project Manager thereafter to disapprove such work or materials and to give instructions for the removal or for the rectification thereof.



- b) if the Contractor questions any communication of the Project Manager's representative, he may refer the matter to the Project Manager who will confirm, reverse or vary the contents of such communication.

GCC.22.1.4. The Project Manager or the Project Manager's representative may appoint any number of persons to assist the Project Manager's representative in carrying out his duties. Such assistants shall have no authority to issue any instructions to the Contractor save in so far as such instructions may be necessary to enable them to carry out their duties and to secure their acceptance of materials, plant, equipment and machinery or workmanship as being in accordance with the Contract, and any instructions given by any of them for those purposes shall be deemed to have been given by the Project Manager's representative.

GCC.22.2. Contractor's Representative & Construction Manager

GCC.22.2.1. If the Contractor's Representative is not named in the Contract, then within fourteen (14) days of the Effective Date, the Contractor shall appoint the Contractor's Representative and shall request WHPL in writing to approve the person so appointed. If WHPL makes no objection to the appointment within fourteen (14) days, the Contractor's Representative shall be deemed to have been approved. If WHPL objects to the appointment within fourteen (14) days giving the reason thereof, then the Contractor shall appoint a replacement within fourteen (14) days of such objection, and the foregoing provisions of this clause GCC.22.2.1 shall apply thereto.

GCC.22.2.2. The Contractor's Representative shall represent and act for the Contractor at all times during the currency of the Contract and shall give to the Project Manager all the Contractor's notices, instructions, information and all other communications under the Contract.

All notices, instructions, information and all other communications given by WHPL or the Project Manager to the Contractor under the Contract shall be given to the Contractor's Representative or, in its absence, its deputy, except as herein otherwise provided.

The Contractor shall not revoke the appointment of the Contractor's Representative without WHPL's prior written consent, which shall not be unreasonably withheld. If WHPL consents thereto, the Contractor shall appoint some other person as the Contractor's Representative, pursuant to the procedure set out in GCC.22.2.1.

GCC.22.2.3. The Contractor's Representative may, subject to the approval of WHPL (which shall not be unreasonably withheld), at any time delegate to any person any of the powers, functions and authorities vested in him or her. Any such delegation may also be revoked at any time subject to the approval of WHPL. Any such delegation or revocation shall be subject to a prior notice signed by the Contractor's Representative, and shall specify the powers, functions and authorities thereby delegated or revoked. No such delegation or revocation shall take effect unless and until a copy thereof has been delivered to WHPL and the Project Manager.

Any act or exercise by any person of powers, functions and authorities so delegated to him or her in accordance with this clause GCC.22.2.3 shall be deemed to be an act or exercise by the Contractor's Representative.

Notwithstanding anything stated in GCC.22.1 and GCC.22.2 above, for the purpose of execution of contract, the Contractor shall prepare a draft Contract Co-



ordination Procedure and shall submit the same to WHPL for its approval. All the communications under the Contract shall be in accordance with such approved Contract Co-ordination Procedure.

GCC.22.2.4. From the commencement of installation of the Facilities at the Site until Operational Acceptance, the Contractor's Representative shall appoint a suitable person as the construction manager (hereinafter referred to as "the Construction Manager"). The Construction Manager shall supervise all work done at the Site by the Contractor and shall be present at the Site throughout normal working hours except when on leave, sick or absent for reasons connected with the proper performance of the Contract. Whenever the Construction Manager is absent from the Site, a suitable person shall be appointed to act as his or her deputy.

GCC.22.2.5. WHPL may by notice to the Contractor object to any representative or person employed by the Contractor in the execution of the Contract who, in the reasonable opinion of WHPL, may behave inappropriately, may be incompetent or negligent, or may commit a serious breach of the Site regulations provided under GCC.27.3. WHPL shall provide evidence of the same, whereupon the Contractor shall remove such person from the Facilities/Site.

GCC.22.2.6. If any representative or person employed by the Contractor is removed in accordance with GCC.22.2.5, the Contractor shall, where required, promptly appoint a replacement.

GCC.23. Work Program

GCC.23.1. Contractor's Organization

The Contractor shall supply to WHPL and the Project Manager an organization chart showing the proposed organization to be established by the Contractor for carrying out work on the Facilities. The chart shall include the identities of the key personnel together with the curricula vitae of such key personnel to be employed within twenty-one (21) days of the Effective Date. The Contractor shall promptly inform WHPL and the Project Manager in writing of any revision or alteration of such an organization chart.

GCC.23.2. Program of Performance

Within thirty (30) days of the Effective Date, the Contractor shall prepare and submit in soft copies to the Project Manager for his approval a detailed program of performance of the Contract, made in the form of PERT network(prepared in the software as may be directed by WHPL) and showing the sequence in which it proposes to design, manufacture, transport, assemble, install, commission and complete the Facilities and deliver the mandatory spares at Site as well as the date(s) by which the Contractor reasonably requires that WHPL shall have fulfilled its obligations under the Contract so as to enable the Contractor to execute the Contract in accordance with the program and to achieve Completion and conductance of Guarantee Test of the Facilities in accordance with the Contract. The program so submitted by the Contractor shall be in accordance with the Time Schedule included in Appendix-4 to the Contract Agreement and any other dates and periods specified in the Contract. The Contractor shall update and revise the program as and when appropriate or when required by the Project Manager, but without modification in the Time for Completion given in the SCC and any extension granted in accordance with GCC.43, and shall submit all such revisions to the Project Manager for his approval.



GCC.23.3. Progress Report

The Contractor shall monitor progress of all the activities specified in the program referred to in GCC.23.2 above, and supply a progress report to the Project Manager every month.

The progress report shall be in a form acceptable to the Project Manager and shall also indicate: (a) percentage completion achieved compared with the planned percentage completion for each activity; and (b) where any activity is behind the program, giving comments and likely consequences and stating the corrective action being taken. The progress report shall be supported by photographs and other written material as the Project Manager may direct.

GCC.23.4. Progress of Performance

If at any time the Contractor's actual progress falls behind the program referred to in GCC.23.2, or it becomes apparent that it will so fall behind, the Contractor shall, at the request of WHPL or the Project Manager, prepare and submit to the Project Manager a revised program, taking into account the prevailing circumstances, and shall notify the Project Manager of the steps being taken to expedite progress so as to attain Completion of the Facilities within the Time for Completion under GCC.12.2, any extension thereof entitled under GCC.43.1, or any extended period as may otherwise be agreed upon between WHPL and the Contractor.

GCC.23.5. Work Procedures

The Contract shall be executed in accordance with the Contract Documents and the procedures given in the section on Forms and Procedures of the Contract Documents to the satisfaction of the Project Manager. If agreed between WHPL and the Contractor, the Contractor may execute the Contract in accordance with its own standard project execution plans and procedures to the extent that they do not conflict with the provisions contained in the Contract.

GCC.24. Subcontracting

GCC.24.1. Appendix-5 to the Contract Agreement specifies major items of supply or services and a list of approved Subcontractors against each item. Insofar as no Subcontractors are listed against any such item, the Contractor shall prepare a list of Subcontractors for such item for inclusion in such list with the approval of WHPL. The Contractor may from time to time propose any addition to or deletion from any such list. The Contractor shall submit any such list or any modification thereto to WHPL for its approval in sufficient time so as not to impede the progress of work on the Facilities. Such approval by WHPL for any of the Subcontractors shall not relieve the Contractor from any of its obligations, duties or responsibilities under the Contract.

GCC.24.2. The Contractor shall select and employ its Subcontractors for such major items from those listed in the lists referred to in GCC.24.1.

GCC.24.3. In the event of a Subcontractor having undertaken towards the Contractor in respect of the work executed or the goods, materials, plant, equipment and machinery or services supplied by such Subcontractor, any continuing obligation extending for a period exceeding that of the Defects Liability Period or its extension under the Contract, the Contractor shall at any time, after the expiration of such period, assign to WHPL, at WHPL's request and cost, the benefit of such obligation for the unexpired duration thereof.



GCC.24.4. The Contractor shall be responsible fully for the acts, defaults and negligence of his Subcontractors, their agents, servants, workmen as if such acts, defaults, and negligence is of the Contractor. The Contractor shall be under obligation to furnish the unpriced copies of the contracts awarded to the Subcontractors at the request of WHPL.

GCC.24.5. For items or parts of the Facilities not specified in Appendix-5 to the Contract Agreement including but not limited to (i) the provision of labour (ii) the purchase of materials which are in accordance with the standards specified in the Contract, the Contractor may employ such Subcontractors as it may select, at its discretion.

GCC.24.6. The Contractor shall not sub contract the whole of the Contract and shall also not sub contract any part of the scope of work which is specifically prohibited for Subcontracting under the provisions of the Contract.

GCC.25. Design and Engineering

GCC.25.1. Specifications and Drawings

GCC.25.1.1. The Contractor shall execute the basic and detailed design and the engineering work in compliance with the provisions of the Contract, or where not so specified, in accordance with good engineering practice. The Contractor shall be responsible for any discrepancies, errors or omissions in the specifications, drawings and other technical documents that it has prepared, whether such specifications, drawings and other documents have been approved by the Project Manager or not, provided that such discrepancies, errors or omissions are not because of inaccurate information furnished in writing to the Contractor by or on behalf of WHPL. The Contractor shall, at his own cost, modify the specifications, drawings and carry out any alterations or remedial work necessitated by any discrepancies, errors or omissions in the specifications on the part of the Contractor.

GCC.25.1.2. Subject to prompt intimation by the Contractor to the Project Manager of any error or omission in the drawings, specifications or other information supplied for and on behalf of WHPL, the Contractor shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designated by or on behalf of WHPL, by giving a notice of such disclaimer to the Project Manager.

GCC.25.2. Codes and Standards

Wherever references are made in the Contract to codes and standards in accordance with which the Contract shall be executed, the edition or the revised version of such codes and standards current at the date twenty-eight (28) days prior to date of Bid submission shall apply unless otherwise specified. During Contract execution, any changes in such codes and standards shall be applied after approval by WHPL and shall be treated in accordance with GCC.42.3.

GCC.25.3. Approval/Review of technical documents by Project Manager

The Contractor shall prepare (or cause its Subcontractors to prepare) and furnish to the Project Manager the documents listed in Appendix-7 to the Contract Agreement for its approval or review as specified and as in accordance with the requirements of GCC.23.2.

Any part of the Facilities covered by or related to the documents to be approved by the Project Manager shall be executed only after the Project Manager's approval thereof.



GCC.25.3.1 through GCC.25.3.6 shall apply to those documents requiring the Project Manager's approval, but not to those furnished to the Project Manager for its review only.

GCC.25.3.1. Within twenty one (21) days after receipt by the Project Manager of any document requiring the Project Manager's approval in accordance with GCC.25.3, the Project Manager shall either return one copy thereof to the Contractor with its approval endorsed thereon or shall notify the Contractor in writing of its disapproval thereof and the reasons thereof and the modifications that the Project Manager proposes.

GCC.25.3.2. The Project Manager shall not disapprove any document, except on the grounds that the document does not comply with some specified provision of the Contract or that it is contrary to good engineering practice.

GCC.25.3.3. If the Project Manager disapproves the document, the Contractor shall modify the document and resubmit it for the Project Manager's approval in accordance with GCC.25.3.1. If the Project Manager approves the document subject to modification(s), the Contractor shall make the required modification(s), and upon resubmission with the required modifications the document shall be deemed to have been approved.

The procedure for submission of the documents by the Contractor and their approval by the Project Manager shall be discussed and finalised with the Contractor.

GCC.25.3.4. If any dispute or difference occurs between WHPL and the Contractor in connection with or arising out of the disapproval by the Project Manager of any document and/or any modification(s) thereto that cannot be settled between the Parties within a reasonable period, then such dispute or difference may be referred to an Adjudicator for determination in accordance with GCC.10.1 hereof. If such dispute or difference is referred to an Adjudicator, the Project Manager shall give instructions as to whether and if so, how, performance of the Contract is to proceed. The Contractor shall proceed with the Contract in accordance with the Project Manager's instructions, provided that if the Adjudicator upholds the Contractor's view on the dispute and if WHPL has not given notice under GCC.10.1.2 hereof, then the Contractor shall be reimbursed by WHPL for any additional costs incurred by reason of such instructions and shall be relieved of such responsibility or liability in connection with the dispute and the execution of the instructions as the Adjudicator shall decide, and the Time for Completion shall be extended accordingly.

GCC.25.3.5. The Project Manager's approval, with or without modification of the document furnished by the Contractor, shall not relieve the Contractor of any responsibility or liability imposed upon it by any provisions of the Contract except to the extent that any subsequent failure results from modifications required by the Project Manager.

GCC.25.3.6. The Contractor shall not depart from any approved document unless the Contractor has first submitted to the Project Manager an amended document and obtained the Project Manager's approval thereof, pursuant to the provisions of this GCC.25.3.

If the Project Manager requests any change in any already approved document and/or in any document based thereon, the provisions of GCC.42 shall apply to such request.



- GCC.25.3.7. The Project Manager shall, however, have full power and authority to modify, from time to time, during the progress of Facilities, the drawings approved previously in consultation with Contractor as shall be necessary for the purpose of proper execution and completion of Facilities. The Contractor shall carry out and be bound by such modification.
- GCC.25.3.8. One copy of the approved drawings shall be kept by the Contractor on the Site and the same shall, at all reasonable times be available for inspection and use by the Project Manager and the Project Manager's representative and by any other person authorised by the Project Manager.
- GCC.25.3.9. WHPL's drawings, specifications and other information provided to the Contractor shall remain the property of WHPL. Such drawings, specifications and other information shall not, without the consent of WHPL, be used, copied or communicated to a third party by the Contractor unless necessary for the purposes of this Contract.
- GCC.25.3.10. The Contractor shall bear all costs which he may incur as a result of delay in providing drawings and other information or as a result of errors or omissions therein, for which he is responsible. The Contractor shall, at his own cost, carry out any alterations or remedial works necessitated by such errors or omissions for which he is responsible, and modify the Contractor's drawings and such other information accordingly.

GCC.26. Procurement

GCC.26.1. Plant and Equipment

Subject to GCC.17.1, the Contractor shall manufacture or procure and transport all the Plant and Equipment in an expeditious and orderly manner to the Site.

GCC.26.2. WHPL supplied Plant, Equipment and Materials

If Appendix-6 to the Contract Agreement provides that WHPL shall furnish any specific items of machinery, equipment or materials to the Contractor, the following provisions shall apply:

- GCC.26.2.1. WHPL shall, at its own risk and expense, transport each item to the place on or near the Site as agreed upon by the Parties and make such item available to the Contractor at the time specified in the program furnished by the Contractor, pursuant to GCC.23.2, unless otherwise mutually agreed.
- GCC.26.2.2. Upon receipt of such item, the Contractor shall inspect the same visually and notify the Project Manager of any detected shortage, defect or default. WHPL shall immediately remedy any shortage, defect or default, or the Contractor shall, if practicable and possible, at the request of WHPL, remedy such shortage, defect or default at WHPL's cost and expense. After inspection, such item shall fall under the care, custody and control of the Contractor. The provision of this GCC.26.2.2 shall apply to any item supplied to remedy any such shortage or default or to substitute for any defective item, or shall apply to defective items that have been repaired.
- GCC.26.2.3. The foregoing responsibilities of the Contractor and its obligations of care, custody and control shall not relieve WHPL of liability for any undetected shortage, defect or default, nor place the Contractor under any liability for any such shortage, defect or default whether under GCC.32 or under any other provision of Contract.

GCC.26.3. Transportation



- GCC.26.3.1. The Contractor shall at its own risk and expense transport all the Plant and Equipment and the Contractor's Equipment to the Site by the mode of transport as provided in the Contract or in absence thereof by the mode which the Contractor judges most suitable under all the circumstances.
- GCC.26.3.2. Unless otherwise provided in the Contract, the Contractor shall be entitled to select any safe mode of transport operated by any person to carry the Plant and Equipment and the Contractor's Equipment.
- GCC.26.3.3. The Contractor shall use every reasonable means to prevent any of the highways or bridges communicating with or on the routes to the Site from being damaged by any traffic of the Contractor or any of his Subcontractors and, in particular, shall select routes, choose and use vehicles and restrict and distribute loads so that any such extraordinary traffic, as will inevitably arise from the moving of Plant and Equipment from and to the Site, shall be limited, as far as reasonably possible, and so that no unnecessary damage may be occasioned to such highways and bridges. In case, however, highways and bridges are damaged on account of movement of any traffic of the Contractor, he shall be liable to restore the highways and bridges to their original condition at his expense.
- GCC.26.3.4. Upon despatch of each shipment of the Plant and Equipment and the Contractor's Equipment, the Contractor shall notify WHPL by courier, Electronics Data Interchange, post or by telefax followed by post confirmation of the description of the Plant and Equipment and of the Contractor's Equipment, the point and means of dispatch, and the estimated time and point of arrival in the Kingdom of Bhutan, if applicable, and at the Site. The Contractor shall furnish WHPL with relevant shipping documents to be agreed upon between the Parties.
- GCC.26.3.5. The Contractor shall be responsible for obtaining, if necessary, approvals from the concerned authorities for transportation of the Plant and Equipment and the Contractor's Equipment to the Site. WHPL shall use its best endeavours in a timely and expeditious manner to assist the Contractor in obtaining such approvals, if requested by the Contractor.
- GCC.26.4. Customs Clearance
- The Contractor shall, at its own expense, handle all imported Plant and Equipment including spares and Contractor's Equipment at the point(s) of import and shall handle all formalities for customs clearance, including liability for port charges etc., if any, subject to WHPL's obligations under GCC.17.1, provided that if applicable laws or regulations require any application or act to be made by or in the name of WHPL, WHPL shall take all necessary steps to comply with such laws or regulations. In the event of delays in customs clearance due to fault of WHPL, the Contractor shall be entitled to an extension in the Time for Completion, pursuant to GCC.43.

GCC.27. Installation

- GCC.27.1. Setting Out/Supervision/Labour
- GCC.27.1.1. Bench Mark: The Contractor shall be responsible for the true and proper setting-out of the Facilities in relation to bench marks, reference marks and lines provided to it in writing by or on behalf of WHPL.

If, at any time during the progress of installation of the Facilities, any error shall appear in the position, level or alignment of the Facilities, the Contractor shall forthwith notify the Project Manager of such error and, at its own expense, immediately rectify such error to the reasonable satisfaction of the Project



Manager. If such error is based on incorrect data provided in writing by or on behalf of WHPL, the expense of rectifying the same shall be borne by WHPL. The checking of any bench mark by the Project Manager shall not relieve the Contractor of his responsibility.

GCC.27.1.2. Contractor's Supervision: The Contractor shall give or provide all necessary superintendence during the installation of the Facilities, and the Construction Manager or its deputy shall be on the Site to provide full-time superintendence of the installation as long as the Project Manager may consider necessary for the proper fulfilment of the contractual obligations under the Contract. The Contractor shall provide and employ only technical personnel who are skilled and experienced in their respective callings and supervisory staff who are competent to adequately supervise the work at hand.

GCC.27.1.3. Labour

- a) The Contractor shall provide and employ on the Site in the installation of the Facilities such skilled, semi-skilled and unskilled labour as is necessary for the proper and timely execution of the Contract. The Contractor is encouraged to use local labour that has the necessary skills. The Contractor shall not recruit, or attempt to recruit, staff and labour from amongst WHPL personnel;
- b) Unless otherwise provided in the Contract, the Contractor shall be responsible for the recruitment, transportation, accommodation, medical care and catering of all labour, local or expatriate, required for the execution of the Contract and for all payments in connection therewith;
- c) The Contractor shall pay rates of wages and observe conditions of labour, which are not lower than those established for the trade or industry where the work is carried out. If no established rates or conditions are applicable, the Contractor shall pay rates of wages and observe conditions, which are not lower than the general level of wages and conditions observed locally by employers whose trade or industry is similar to that of the Contractor;
- d) The Contractor shall be responsible, at his own cost, for obtaining all necessary permit(s) and/or visa(s) from the appropriate authorities for the entry of all labour and personnel to be employed on the Site into the Kingdom of Bhutan. The Contractor shall submit to WHPL for its approval; details and bio-data of all expatriate personnel which he proposes to engage for the performance of Facilities under the Contract, at least sixty (60) days prior to their departure for Bhutan. Such data for each personnel shall contain the name, his present address, his assignment and responsibility in connection with the Facilities, and a short resume of his qualifications, experience etc. in relation to the works to be performed by him;
- e) Any expatriate personnel deployed on the Facilities at Site, if found unsuitable or unacceptable later on to RGoB/WHPL, shall within a reasonable time, be repatriated by the Contractor, who shall make alternative arrangements for providing a suitable replacement;
- f) The Contractor shall at its own expense provide the means of repatriation to all of its and its Subcontractor's personnel employed on the Contract at the Site to their various home countries. It shall also provide suitable temporary maintenance of all such persons from the cessation of their employment on the Contract to the date programmed for their departure. In the event that



the Contractor defaults in providing such means of transportation and temporary maintenance, WHPL may provide the same to such personnel and recover the cost of doing so from the Contractor;

- g) No person brought to Bhutan for the Completion of the Facilities shall be repatriated without the consent of the Project Manager on a written request from the Contractor for such repatriation giving reasons thereof. The Project Manager may give permission for such repatriation provided it is satisfied that the progress of Facilities shall not suffer due to such repatriation/replacement;
- h) The Contractor shall at all times during the progress of the Contract use its best endeavours to prevent any unlawful, riotous or disorderly conduct or behaviour by or amongst its employees and the labour of its Subcontractors for the preservation of peace and protection of persons and property at the Site and its surroundings;
- i) The Contractor shall, in all dealings with its labour and the labour of its Subcontractors currently employed on or connected with the Contract, pay due regard to all recognized festivals, official holidays, religious or other customs. The Contractor shall also comply with all local laws and regulations pertaining to labour and expatriate personnel issued by Ministry of Home Affairs RGOB. The Contractor shall indemnify WHPL in respect of all claims that may be made against WHPL for non-compliance thereof by the Contractor. In case of non-compliance by the Contractor, the Project Manager may take such actions as may be necessary for compliance of the various labour laws and recover the costs thereof from the Contractor;
- j) The Contractor shall, deliver to the Project Manager or Project Manager's representative, a report in such form and at such intervals as the Project Manager may prescribe, regarding the number and names of supervisory staff the different categories of labour engaged by the Contractor from time to time on the Site and such information in respect of the Contractor's Equipment as the Project Manager may require;
- k) The Contractor shall not engage child labour and shall conform to the labour laws/acts, rules and regulations of Bhutan in the execution of Contract work. A child who has not attained the age of 18 years shall not be employed in any work as a labourer. During the continuance of the Contract the Contractor and his Subcontractors shall abide at all times with the labour laws/acts, rules and regulations, including child labour, related enactment and rules made there under.

GCC.27.2. Contractor's Equipment

GCC.27.2.1. All Contractor's Equipment brought by the Contractor onto the Site shall be deemed to be intended to be used exclusively for the execution of the Contract. The Contractor shall not remove the same from the Site without the Project Manager's consent that such Contractor's Equipment is no longer required for the execution of the Contract.

GCC.27.2.2. Unless otherwise specified in the Contract, upon Completion of the Facilities, the Contractor shall remove from the Site all Contractor's Equipment brought by the Contractor onto the Site and any surplus materials remaining thereon.



- GCC.27.2.3. WHPL will, if requested, use its best endeavours to assist the Contractor in obtaining any government permission required by the Contractor for the export of the Contractor's Equipment imported by the Contractor for use in the execution of the Contract that is no longer required for the execution of the Contract.
- GCC.27.3. Site Regulations and Safety
- WHPL and the Contractor shall establish Site regulations setting out the rules to be observed in the execution of the Contract at the Site and shall comply therewith. The Contractor shall prepare and submit to WHPL, with a copy to the Project Manager, proposed Site regulations for the WHPL's approval, which approval shall not be unreasonably withheld. Notwithstanding, the approval by the Project Manager the Contractor shall be responsible for the adequacy, stability and safety of all Site operations and methods of execution of the Contract.
- Such Site regulations shall include, but shall not be limited to, rules in respect of security, safety of the Facilities, gate control, sanitation, medical care, and fire prevention.
- GCC.27.4. The Contractor shall appoint an accident prevention officer at the Site responsible for maintaining safety and protection against accidents. This person shall be qualified for this responsibility, and shall have the authority to issue instructions and take protective measures to prevent accidents. Throughout the execution of the Works, the Contractor shall provide whatever is required by this person to exercise this responsibility and authority.
- GCC.27.5. The Contractor shall be responsible for the safety of all activities on the Site.
- GCC.27.6. Contractor shall assume full responsibility and comply with all applicable safety regulations for the adequacy and safety of site operations and methods of construction and he shall adopt measures to prevent injuries to persons or damage to properties or utilities. He shall hold the WHPL harmless from any liability for loss or damage resulting from his failures to take the necessary precautions. He shall avoid undue interference with private business, public travel, or with the work of other contractors. He shall take steps to protect the environment and to minimize noise, pollution or other undesirable effects resulting from his method of operation.
- GCC.27.7. The Contractor shall send, to the Project Manager, details of any accident as soon as practicable after its occurrence. The Contractor shall maintain records and make reports connecting health, safety, and welfare of persons, and damage to property, as the Project Manager may reasonably require.
- GCC.27.8. Opportunities for other contractors
- GCC.27.8.1. The Contractor shall, upon written request from WHPL or the Project Manager, give all reasonable opportunities for carrying out the work to any other contractors employed by WHPL on or near the Site. If the Contractor so requires, WHPL shall facilitate the Contractor to make use the facilities, for the purpose of execution of the Contract, created by other contractors in or around the Site. In the process of availing such facilities, if any damage is caused to the facilities as a result of such usage, the Contractor shall be responsible to make good such damage at his cost.
- GCC.27.8.2. If the Contractor, upon written request from WHPL or the Project Manager, makes available to other contractors any roads or ways the maintenance for which the Contractor is responsible, permits the use by such other contractors of the Contractor's Equipment, or provides any other service of whatsoever nature for



such other contractors, WHPL shall fully compensate the Contractor for any loss or damage caused or occasioned by such other contractors in respect of any such use or service, and shall pay to the Contractor reasonable remuneration for the use of such equipment or the provision of such services.

GCC.27.8.3. The Contractor shall also so arrange to perform its work as to minimize, to the extent possible, interference with the work of other contractors. The Project Manager shall determine the resolution of any difference or conflict that may arise between the Contractor and other contractors and the workers of WHPL in regard to their work.

GCC.27.8.4. The Contractor shall notify the Project Manager promptly of any defects in the other contractors' work that come to its notice, and that could affect the Contractor's work. The Project Manager shall determine the corrective measures, if any, required to rectify the situation after inspection of the Facilities. Decisions made by the Project Manager shall be binding on the Contractor.

GCC.27.9. Emergency Work

If, by reason of an emergency arising in connection with and during the execution of the Contract, any protective or remedial work is necessary as a matter of urgency to prevent damage to the Facilities, the Contractor shall immediately carry out such work.

If the Contractor is unable or unwilling to do such work immediately, WHPL may do or cause such work to be done, as WHPL may determine it necessary in order to prevent damage to the Facilities. In such event WHPL shall, as soon as practicable after the occurrence of any such emergency, notify the Contractor in writing of such emergency, the work done and the reasons thereof. If the work done or caused to be done by WHPL is work that the Contractor was liable to do at its own expense under the Contract, the reasonable costs incurred by WHPL in connection therewith shall be paid by the Contractor to WHPL.

GCC.27.10. Site Clearance

GCC.27.10.1. **Site Clearance in course of performance:** In the course of carrying out the Contract, the Contractor shall keep the Site reasonably free from all unnecessary obstruction, store or remove any surplus materials, clear away any wreckage, rubbish or temporary works from the Site, and remove any Contractor's Equipment no longer required for execution of the Contract.

GCC.27.10.2. **Clearance of Site after completion:** After completion of all parts of the Facilities, the Contractor shall clear away and remove all wreckage, rubbish and debris of any kind from the Site, and shall leave the Site and Facilities clean and safe to the satisfaction of the Project Manager.

GCC.27.11. Watching and Lighting

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

GCC.27.12. Work at night and on holidays

GCC.27.12.1. Unless otherwise provided in the Contract, no work shall be carried out during the night and on public holidays of the Kingdom of Bhutan without prior written consent of WHPL, except where work is necessary or required to ensure safety of



the Facilities or for the protection of life, or to prevent loss or damage to property, when the Contractor shall immediately advise the Project Manager, provided that provisions of this GCC.27.12.1 shall not apply to any work which is customarily carried out by rotary or double-shifts. Notwithstanding the above provisions, female labour shall not be employed in night shifts.

GCC.27.12.2. Notwithstanding GCC.27.12.1 or GCC.27.1.3, if and when the Contractor considers it necessary to carry out work at night or on public holidays so as to meet the Time for Completion and requests the WHPL's consent thereto, WHPL shall not unreasonably withhold such consent.

GCC.27.13. Protection of the environment

GCC.27.13.1. The Contractor shall take all reasonable steps to protect the environment on and off the Site and to avoid damage or nuisance to persons or to property of the public or others resulting from pollution, noise or other causes arising as a consequence of his methods of operation, and shall preserve and protect all existing vegetation such as trees on or adjacent to the Site which do not unreasonably interfere with the execution of the Facilities. The Contractor shall be held responsible for all unauthorised cutting of and damage to trees, by careless operation of his Plant and Equipment and stockpiling of materials etc. and WHPL shall have no responsibility on this account.

GCC.28. Test and Inspection

GCC.28.1. The Contractor shall at its own expense carry out at the place of manufacture and/or on the Site all such tests and/or inspections of the Plant and Equipment and any part of the Facilities as are specified in the Contract.

GCC.28.2. WHPL and the Project Manager or their designated representatives shall be entitled to attend the aforesaid test and/or inspection, provided that WHPL shall bear all costs and expenses incurred in connection with such attendance including, but not limited to, all travelling and boarding & lodging expenses.

GCC.28.3. Whenever the Contractor is ready to carry out any such test and/or inspection, the Contractor shall give a reasonable advance notice of such test and/or inspection and of the place and time thereof to the Project Manager. The Contractor shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable WHPL and the Project Manager (or their designated representatives) to attend the test and/or inspection.

GCC.28.4. The Contractor shall provide the Project Manager with a certified report of the results of any such test and/or inspection.

If WHPL or Project Manager (or their designated representatives) fails to attend the test and/or inspection, or if it is agreed between the Parties that such persons shall not do so, then the Contractor may proceed with the test and/or inspection in the absence of such persons, and may provide the Project Manager with a certified report of the results thereof.

GCC.28.5. The Project Manager may require the Contractor to carry out any test and/or inspection not required by the Contract, provided that the Contractor's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impedes the progress of work on the Facilities and/or the Contractor's performance of its other obligations under the Contract, due allowance will be made in respect of the Time for Completion and the other obligations so affected.



- GCC.28.6. If any Plant and Equipment or any part of the Facilities fails to pass any test and/or inspection, the Contractor shall either rectify or replace such Plant and Equipment or part of the Facilities and shall repeat the test and/or inspection upon giving a notice under GCC.28.3.
- GCC.28.7. If any dispute or difference of opinion shall arise between the Parties in connection with or arising out of the test and/or inspection of the Plant and Equipment or part of the Facilities that cannot be settled between the Parties within a reasonable period of time, it may be referred to the Adjudicator for determination in accordance with GCC.10.1.
- GCC.28.8. The Contractor shall afford WHPL and the Project Manager, at WHPL's expense, access at any reasonable time to any place where the Plant and Equipment are being manufactured or the Facilities are being installed, in order to inspect the progress and the manner of manufacture or installation, provided that the Project Manager shall give the Contractor a reasonable prior notice.
- GCC.28.9. The Contractor agrees that neither the execution of a test and/or inspection of Plant and Equipment or any part of the Facilities, nor the attendance by WHPL or the Project Manager, nor the issue of any test certificate pursuant to GCC.28.4, shall release the Contractor from any other responsibilities under the Contract.
- GCC.28.10. No part of the Facilities or foundations shall be covered up on the Site without the Contractor carrying out any test and/or inspection required under the Contract. The Contractor shall give a reasonable notice to the Project Manager whenever any such part of the Facilities or foundations is ready or about to be ready for test and/or inspection; such test and/or inspection and notice thereof shall be subject to the requirements of the Contract. The Project Manager shall then without unreasonable delay carry out the test/inspection or measurement.
- GCC.28.11. The Contractor shall uncover any part of the Facilities or foundations, or shall make openings in or through the same as the Project Manager may from time to time require at the Site, and shall reinstate and make good such part or parts.
- If any part of the Facilities or foundations have been covered up at the Site after compliance with the requirement of GCC.28.10 and are found to be executed in accordance with the Contract, the expenses of uncovering, making openings in or through, reinstating, and making good the same shall be borne by WHPL, and the Time for Completion shall be reasonably adjusted to the extent that the Contractor has thereby been delayed or impeded in the performance of any of its obligations under the Contract.

GCC.29. Commissioning and Completion of Facilities

- GCC.29.1. As soon as installation of the Facilities or any part thereof has, in the opinion of the Contractor, been completed operationally and structurally and put in tight and clean condition as specified in the Technical Specifications, excluding minor items not materially affecting the operation or safety of the Facilities, the Contractor shall so notify WHPL in writing.
- GCC.29.2. Within seven (7) days after receipt of the notice from the Contractor under GCC.29.1, WHPL shall supply the operating and maintenance personnel and the raw materials, utilities, lubricants, chemicals, catalysts, facilities, services and other matters as specified in Appendix-6 to the Contract Agreement, if required for Pre-commissioning of the Facilities or any part thereof.



- GCC.29.3. As soon as reasonably practicable after the operating and maintenance personnel have been supplied by WHPL and the raw materials, utilities, lubricants, chemicals, catalysts, facilities, services and other matters have been provided by WHPL, all as specified in Appendix-6 to the Contract Agreement and in accordance with GCC.29.2, the Contractor shall commence Pre-commissioning of the Facilities or the relevant part thereof in preparation for Commissioning.
- GCC.29.4. As soon as all works in respect of Pre-commissioning are completed and, in the opinion of the Contractor, the Facilities or any part thereof is ready for Commissioning, the Contractor shall commence Commissioning of the Facilities as per procedures stipulated in Technical Specification. As soon as Commissioning is satisfactorily completed, the Contractor shall so notify the Project Manager in writing.
- GCC.29.5. Commissioning of the Facilities or any part thereof (including Initial Operation) shall be completed by the Contractor as per procedures detailed in the Technical Specifications.
- WHPL shall supply the operating and maintenance personnel and all raw materials, utilities, lubricants, chemicals, catalysts, facilities, services and other matters as specified in Appendix-6 to the Contract Agreement, required for Commissioning of the Facilities.
- GCC.29.6. The Project Manager shall, within fourteen (14) days after receipt of the Contractor's notice under GCC.29.4, either issue a Completion Certificate in the form specified in Form 27 of Section VIIB of the Bidding Documents, stating that the Facilities or that part thereof have reached Completion as at the date of the Contractor's notice under GCC.29.4, or notify the Contractor in writing of any defects and/or deficiencies.
- If the Project Manager notifies the Contractor of any defects and/or deficiencies, the Contractor shall then correct such defects and/or deficiencies, and shall repeat the procedure described in GCC.29.4.
- If the Project Manager is satisfied that the Facilities or that part thereof have reached Completion, the Project Manager shall, within seven (7) days after receipt of the Contractor's repeated notice, issue a Completion Certificate stating that the Facilities or that part thereof have reached Completion as at the date of the Contractor's repeated notice.
- If the Project Manager is not so satisfied, then he shall notify the Contractor in writing of any defects and/or deficiencies within seven (7) days after receipt of the Contractor's repeated notice, and the above procedure shall be repeated.
- GCC.29.7. If the Project Manager fails to issue the Completion Certificate and fails to inform the Contractor of any defects and/or deficiencies within fourteen (14) days after receipt of the Contractor's notice under GCC.29.4 or within seven (7) days after receipt of the Contractor's repeated notice under GCC.29.6, or if WHPL makes use of the Facilities or part thereof, then the Facilities or that part thereof shall be deemed to have reached Completion as of the date of the Contractor's notice or repeated notice, or as of the WHPL's use of the Facilities, as the case may be.
- GCC.29.8. As soon as possible after Completion, the Contractor shall complete all outstanding minor items so that the Facilities are fully in accordance with the requirements of the Contract, failing which WHPL will undertake such completion and deduct the costs thereof from any monies owing to the Contractor.



GCC.29.9. Upon Completion, WHPL shall be responsible for the care and custody of the Facilities or the relevant part thereof, together with the risk of loss or damage thereto, and shall thereafter take over the Facilities or the relevant part thereof.

GCC.30. Guarantee Tests and Operational Acceptance

GCC.30.1. Guarantee Test

GCC.30.1.1. The Guarantee Test (and repeats thereof) shall be conducted by the Contractor after completion of the Facilities or the relevant part thereof to ascertain whether the Facilities or the relevant part can attain the Functional Guarantees specified in the Contract Documents. The Contractor's and Project Manager's personnel shall attend the Guarantee Test. WHPL shall promptly provide the Contractor with such information as the Contractor may reasonably require in relation to the conduct and results of the Guarantee Test (and any repeats thereof).

GCC.30.1.2. If for any valid reasons attributable to WHPL, the Guarantee Test of the Facilities or the relevant part thereof cannot be successfully completed within the period from the date of Completion of the respective Facility, as specified in the SCC or any other period agreed upon by WHPL and the Contractor, the Contractor shall be deemed to have fulfilled its obligations with respect to the Functional Guarantees, and GCC.33.2 and GCC.33.3 shall not apply.

GCC.30.2. Operational Acceptance

GCC.30.2.1. Subject to GCC.30.3 below, Operational Acceptance shall occur in respect of the Facilities or any part thereof when

- a) the Guarantee Test has been successfully completed and the Functional Guarantees are met; or
- b) the Guarantee Test has not been successfully completed or has not been carried out for any valid reason attributable to WHPL within the period from the date of Completion or any other agreed upon period as specified in GCC.30.1.2 above, but successful Completion of the Facilities has been achieved; or
- c) the Contractor has paid the liquidated damages specified in GCC.33.3 hereof; and
- d) any minor items mentioned in GCC.29.8 hereof relevant to the Facilities or that part thereof have been completed.

GCC.30.2.2. At any time after any of the events set out in GCC.30.2.1 have occurred, the Contractor may give a notice to the Project Manager requesting for issue of an Operational Acceptance Certificate as per Form 28 of Section VIIB or in another form acceptable to WHPL in respect of the Facilities or the part thereof specified in such notice as at the date of such notice.

GCC.30.2.3. The Project Manager shall, after consultation with WHPL, and within forty five (45) days after receipt of the Contractor's notice, issue an Operational Acceptance Certificate.

GCC.30.2.4. If within forty five (45) days after receipt of the Contractor's notice, the Project Manager fails to issue the Operational Acceptance Certificate or fails to inform the Contractor in writing of the justifiable reasons why the Project Manager has not issued the Operational Acceptance Certificate, the Facilities or the relevant part



thereof shall be deemed to have been accepted as at the date of the Contractor's said notice.

GCC.30.3. Partial Acceptance

GCC.30.3.1. If the Contract specifies that Commissioning, Completion and Guarantee Tests shall be carried out in respect of parts of the Facilities, the provisions relating to Commissioning, Completion and the Guarantee Test shall apply to each such part of the Facilities individually, and the Operational Acceptance Certificate shall be issued accordingly for each such part of the Facilities.

GCC.30.3.2. If a part of the Facilities comprises facilities such as buildings, for which no Commissioning or Guarantee Test is required, then the Project Manager shall issue the Operational Acceptance Certificate for such Facility when it attains Completion, provided that the Contractor shall thereafter complete any outstanding minor items that are listed in the Operational Acceptance Certificate.

F. GUARANTEES AND LIABILITIES

GCC.31. Completion Time Guarantee

GCC.31.1. The Contractor guarantees that it shall attain Completion of the Facilities (or a part for which a separate Time for Completion is specified) within the Time for Completion specified pursuant to GCC.12.2, or within such extended time to which the Contractor shall be entitled under GCC.43 hereof.

GCC.31.2. If the Contractor fails to attain Completion of the Facilities or any part thereof within the Time for Completion or any extension thereof under GCC.43, the Contractor shall pay to WHPL liquidated damages in the amount computed at the rates specified in the SCC. The liquidated damages so payable is a genuine pre-estimate agreed by the Parties hereto of the loss or damage which the Purchaser would have suffered on account of delay without giving any proof of loss or damage. The aggregate amount of such liquidated damages shall in no event exceed the amount specified as "Maximum" in the SCC. Once the "Maximum" is reached, WHPL may consider termination of the Contract, pursuant to GCC.46.2.2. WHPL may without prejudice to other remedies under the Contract deduct the amount of the liquidated damages from any monies due or becoming due to the Contractor.

Such payment shall completely satisfy the Contractor's obligation to attain Completion of the Facilities or the relevant part thereof within the Time for Completion or any extension thereof under GCC.43. The Contractor shall have no further liability whatsoever to WHPL in respect thereof.

However, the payment of liquidated damages shall not in any way relieve the Contractor from any of its obligations to complete the Facilities or from any other obligations and liabilities of the Contractor under the Contract.

Save for liquidated damages payable under this clause GCC.31.2, the failure by the Contractor to attain any milestone or other act, matter or thing by any date specified in Appendix-4 to the Contract Agreement and/or other program of work prepared pursuant to GCC.23.2 shall not render the Contractor liable for any loss or damage thereby suffered by WHPL.

GCC.31.3. Bonus will be given for earlier completion of the facilities or part thereof if so specified in the SCC.



GCC.32. Defect Liability

GCC.32.1. The Contractor warrants that the Facilities or any part thereof shall be free from defects in the design, engineering, materials and workmanship of the Plant and Equipment supplied and of the works executed as per the scope of the Contract.

GCC.32.2. The Defect Liability Period shall be eighteen (18) months from the date of Completion of the Facilities or any part of the Facilities where the Contract provides for Completion of the Facilities in parts or twelve (12) months from the date of Operational Acceptance of the Facilities whichever is earlier. The Defect Liability Period for each item of mandatory spares shall be twelve (12) months from the date the particular spare is put into operation or thirty (30) months from the date of despatch, whichever occurs earlier.

If during the Defect Liability Period any defect should be found in the design, engineering, materials and workmanship of the Plant and Equipment supplied or of the works executed by the Contractor, the Contractor shall promptly upon receipt of notice in this regard from the Project Manager, in consultation and agreement with WHPL regarding appropriate remedying of the defects, and at its cost, repair, replace or otherwise make good (as the Contractor shall, at its discretion, determine) such defect as well as any damage to the Facilities caused by such defect. The Contractor shall not be responsible for the repair, replacement or making good of any defect or of any damage to the Facilities arising out of or resulting from any of the following causes:

- a) improper operation or maintenance of the Facilities by WHPL;
- b) operation of the Facilities outside specifications provided in the Contract;
- c) normal wear and tear.

GCC.32.3. The Contractor's obligations under this clause GCC.32 shall not apply to

- a) any materials that are supplied by WHPL under GCC.26.2, are normally consumed in operation, or have a normal life shorter than the Defect Liability Period stated herein;
- b) any designs, specifications or other data designed, supplied or specified by or on behalf of WHPL or any matters for which the Contractor has disclaimed responsibility herein;
- c) any other materials supplied or any other work executed by or on behalf of WHPL, except for the work executed by WHPL under GCC.32.7.

GCC.32.4. WHPL shall give the Contractor a notice stating the nature of any such defect together with all available evidence thereof, promptly following the discovery thereof. WHPL shall afford all reasonable opportunity for the Contractor to inspect any such defect. Any delay or failure of WHPL in notifying the defect or damage to the Contractor shall, however not relieve the Contractor from his liability for remedying the defects at his own cost.

GCC.32.5. WHPL shall afford the Contractor or its duly authorised representative all necessary access to the Facilities and the Site during normal working hours at the Contractor's risk and cost to enable the Contractor to perform its obligations under this GCC.32.

The Contractor may, with the consent of WHPL and after providing adequate security acceptable to WHPL for the Plant and Equipment declared to be defective,



remove from the Site any Plant and Equipment or any part of the Facilities that are defective, if the nature of the defect and/or any damage to the Facilities caused by the defect is such that repairs cannot be expeditiously carried out at the Site.

GCC.32.6. If the repair, replacement or making good is of such a nature that it may affect the efficiency of the Facilities or any part thereof, WHPL may give to the Contractor a notice requiring that tests of the defective part of the Facilities shall be conducted by the Contractor immediately upon completion of such remedial work, whereupon the Contractor shall carry out such tests. The Contractor may also at its own risk and cost carry out any test which he considers desirable.

If such part fails the tests, the Contractor shall carry out further repair, replacement or making good (as the case may be) until that part of the Facilities passes such tests. The tests, in character, shall in any case be not inferior than what has already been agreed upon by WHPL and the Contractor for the original equipment/part of the Facilities.

GCC.32.7. If the Contractor fails to commence the work necessary to remedy such defect or any damage to the Facilities caused by such defect within a reasonable time (which shall in no event be considered to be less than fifteen (15) days), WHPL may, following notice to the Contractor, proceed to do such work, and the costs incurred by WHPL in connection therewith shall be paid to WHPL by the Contractor or may be deducted by WHPL from any monies due to the Contractor or claimed under the Performance Securities.

GCC.32.8. If the Facilities or any part thereof cannot be used by reason of such defect and/or making good of such defect, the Defect Liability Period of the Facilities or such part, as the case may be, shall be extended by a period equal to the period during which the Facilities or such part cannot be used by WHPL because of any of the aforesaid reasons. Upon correction of the defects in the Facilities or any part thereof by repair/replacement, such repair/replacement shall have the Defect Liability Period for a period of twelve (12) months from the time such replacement/repair of the Facilities or any part thereof has been completed.

GCC.32.8.1. At the end of the Defect Liability Period, the Contractor's liability ceases except for latent defects. The Contractor's liability for latent defects warranty shall be limited to a period of five (5) years from the end of Defect Liability Period of the respective Plant and Equipment including spares. For the purpose of this clause, the latent defects shall be the defects inherently lying within the material or arising out of design deficiency which do not manifest themselves during the Defect Liability Period as defined in this clause GCC.32, but later.

GCC.32.9. Except as provided in GCC.32 and GCC.37, the Contractor shall be under no liability whatsoever and howsoever arising, and whether under the Contract or at law, in respect of defects in the Facilities or any part thereof, the Plant and Equipment, design or engineering or work executed that appear after Completion of the Facilities or any part thereof, except where such defects are the result of the gross negligence, fraud, criminal or wilful action of the Contractor.

GCC.32.10. In addition, the Contractor shall also provide an extended warranty for any such component of the Facilities and for the period of time as may be specified in the SCC. Such obligation shall be in addition to the Defect Liability Period specified under GCC.32.2.



GCC.33. Functional Guarantees

GCC.33.1. The Contractor guarantees that during the Guarantee Test, the Facilities and all parts thereof shall attain the Functional Guarantees specified in Technical Specifications and Appendix-8 to the Contract Agreement, subject to and upon the conditions therein specified.

GCC.33.2. If, for reasons attributable to the Contractor, the guaranteed level of the Functional Guarantees specified in the Contract is not met either in whole or in part, the Contractor shall at its cost and expense make such changes, modifications and/or additions to the Plant or any part thereof as may be necessary to meet such Guarantees. The Contractor shall notify WHPL upon completion of the necessary changes, modifications and/or additions, and shall request WHPL to facilitate repetition of the Guarantee Test. If, for reasons solely attributable to the Contractor, the Functional Guarantees specified in the Contract are not attained either in the whole or in part, even after such retest (not more than two)(after carrying out necessary changes, modifications, rectification and/or additions), WHPL:

- a) shall have the following options if the level of tested functional guarantees is beyond the guaranteed values mentioned in the Contract in respect of all parameters except for net plant output which is beyond the tolerance limits quoted by the Contractor.
 - i. either reject the equipment and recover the payment already made to the Contractor; or
 - ii. accept the equipment after recovering liquidated damages from the Contractor in respect of the failure to meet the functional guarantees in accordance with the provisions in Technical Specifications and Appendix-8 to the Contract Agreement. Provided the level of tested functional guarantees for output is within the quoted tolerance limits by the contractor.

GCC.33.3. In case WHPL exercises its option to accept the equipment after levy of liquidated damages, the payment of liquidated damages under GCC.33.2, up to the limitation of liability specified in Appendix-8 to the Contract Agreement, shall completely satisfy the Contractor's guarantees under GCC.33.2 and the Contractor shall have no further liability whatsoever to WHPL in respect thereof. Upon the payment of such liquidated damages by the Contractor, the Project Manager shall issue the Operational Acceptance Certificate for the Facilities or any part thereof in respect of which the liquidated damages have been so paid.

GCC.34. Limitations of Liability

GCC.34.1. 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 Contractor to pay liquidated damages to WHPL; and
- b) the aggregate liability of the Contractor to WHPL, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or



replacing defective equipment, or to any obligation of the Contractor to indemnify WHPL with respect to patent infringement.

- GCC.34.2. In all cases the Party claiming a breach of Contract or a right to be indemnified in accordance with the Contract shall be obliged to take all reasonable measures to mitigate the loss or damage.

G. RISK DISTRIBUTION

GCC.35. Transfer of Ownership

- GCC.35.1. Ownership of the Plant and Equipment (including spare parts) to be imported into the Kingdom of Bhutan, where payments are made against despatch of Plant and Equipment, shall be transferred to WHPL upon loading on to the mode of transport to be used to convey the Plant and Equipment (including spare parts) from the country of origin to the Kingdom of Bhutan and upon endorsement of the despatch documents in favour of the WHPL. Where payments under the Contract are made based on achieving the specified milestones, the ownership of the Plant and Equipment shall be transferred to WHPL after the same have been delivered at Site.
- GCC.35.2. Ownership of the Plant and Equipment (including spare parts) procured from the Kingdom of Bhutan shall be transferred to WHPL when the Plant and Equipment (including spare parts) are received at Site.
- GCC.35.3. Ownership of the Contractor's Equipment used by the Contractor and its Subcontractors in connection with the Contract shall remain with the Contractor or its Subcontractors.
- GCC.35.4. Ownership of any Plant and Equipment in excess of the requirements for the Facilities shall revert to the Contractor upon Completion of the Facilities or at such earlier time when WHPL and the Contractor agree that the Plant and Equipment in question are no longer required for the Facilities, provided quantity of any Plant and Equipment specifically stipulated in the Contract shall be the property of WHPL whether or not incorporated in the Facilities.
- GCC.35.5. Notwithstanding the transfer of ownership of the Plant and Equipment, the responsibility for care and custody thereof together with the risk of loss or damage thereto shall remain with the Contractor pursuant to GCC.36 hereof until Completion of the Facilities or the part thereof in which such Plant and Equipment are incorporated.
- GCC.35.6. In case of multiple Contracts entered into between WHPL and the Contractor as per GCC.5 or where WHPL hands over his equipment to the Contractor for executing the Contract, then the Contractor shall, at the time of taking delivery of the equipment through Bill of Lading or other despatch documents, furnish Trust Receipt for Plant, Equipment and Materials and also execute an Indemnity Bond in favour of WHPL for keeping the equipment in safe custody and to utilise the same exclusively for the purpose of the said Contract. The Trust Receipt and Indemnity Bond shall be furnished as per proforma enclosed in Form 29 of Section VIIB and Form 30 of Section VIIB respectively. WHPL shall also issue a separate Authorisation Letter to the Contractor to enable him to take physical delivery of plant, equipment and materials from WHPL as per pro-forma enclosed under Form 31 of Section VIIB.



GCC.36. Care of Facilities

GCC.36.1. The Contractor shall be responsible for the care and custody of the Facilities or any part thereof until the date of Completion of the Facilities pursuant to GCC.29 or, where the Contract provides for Completion of the Facilities in parts, until the date of Completion of the relevant part, and shall make good at its own cost any loss or damage that may occur to the Facilities or the relevant part thereof from any cause whatsoever during such period. The Contractor shall also be responsible for any loss or damage to the Facilities caused by the Contractor or its Subcontractors in the course of any work carried out pursuant to GCC.32. Notwithstanding the foregoing, the Contractor shall not be liable for any loss or damage to the Facilities or any part thereof caused by reason of any of the matters specified or referred to in paragraph(a), (b) and (c) of GCC.36.2.

GCC.36.2. If any loss or damage occurs to the Facilities or any part thereof or to the Contractor's temporary facilities by reason of:

- a) (insofar as they relate to the Kingdom of Bhutan) nuclear reaction, nuclear radiation, radioactive contamination, pressure wave caused by aircraft or other aerial objects, or any other occurrences that an experienced Contractor could not reasonably foresee, or if reasonably foreseeable could not reasonably make provision for or insure against, insofar as such risks are not normally insurable in the insurance market and are mentioned in the general exclusions of the policy of insurance, including War Risks and Political Risks, taken out under GCC.38 hereof;
- b) any use or occupation by WHPL or any third party (other than a Subcontractor) authorised by WHPL of any part of the Facilities;
- c) any use of or reliance upon any design, data or specification provided or designated by or on behalf of WHPL, or any such matter for which the Contractor has disclaimed responsibility herein.

WHPL shall pay to the Contractor all sums payable in respect of the Facilities executed, notwithstanding that the same be lost, destroyed or damaged, and will pay to the Contractor the replacement value of all temporary facilities and all parts thereof lost, destroyed or damaged. If WHPL requests the Contractor in writing to make good any loss or damage to the Facilities thereby occasioned, the Contractor shall make good the same at the cost of WHPL in accordance with GCC.42. If WHPL does not request the Contractor in writing to make good any loss or damage to the Facilities thereby occasioned, WHPL shall either request a change in accordance with GCC.42, excluding the performance of that part of the Facilities thereby lost, destroyed or damaged, or, where the loss or damage affects a substantial part of the Facilities, WHPL shall terminate the Contract pursuant to GCC.46.1 hereof, except that the Contractor shall have no entitlement to profit under paragraph (d) of GCC.46.1.3 in respect of any unexecuted Facilities as at the date of termination.

GCC.36.3. The Contractor shall be liable for any loss of or damage to any Contractor's Equipment, or any other property of the Contractor used or intended to be used for purposes of the Facilities, except (i) as mentioned in GCC.36.2 (with respect to the Contractor's temporary facilities), and (ii) where such loss or damage arises by reason of any of the matters specified in GCC.36.2(b) and (c).



GCC.37. Loss of or Damage to Property; Accident or Injury to Workers; Indemnification

GCC.37.1. Subject to GCC.37.3, the Contractor shall indemnify and hold harmless WHPL and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of whatsoever nature, including attorney's fees and expenses, in respect of the death or injury of any person or loss of or damage to any property (other than the Facilities whether accepted or not), arising in connection with the supply and installation of the Facilities and by reason of the negligence of the Contractor or its Subcontractors, or their employees, officers or agents. For any injury, death or property damage caused by the negligence of WHPL, its contractors, employees, officers or agents WHPL shall be responsible.

GCC.37.2. If any proceedings are brought or any claim is made against WHPL that might subject the Contractor to liability under GCC.37.1, WHPL shall promptly give the Contractor a notice thereof and the Contractor shall at its own expense and in the WHPL's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

If the Contractor fails to notify WHPL within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then WHPL shall be free to conduct the same on its own behalf. Unless the Contractor has so failed to notify WHPL within the twenty-eight (28) day period, WHPL shall make no admission that may be prejudicial to the defence of any such proceedings or claim.

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

GCC.37.3. WHPL shall indemnify and hold harmless the Contractor and its employees, officers and Subcontractors from any liability for loss of or damage to property of WHPL, other than the Facilities not yet taken over, that is caused by fire, explosion or any other perils, in excess of the amount recoverable from insurances procured under GCC.38, provided that such fire, explosion or other perils were not caused by any act or failure of the Contractor.

GCC.37.4. The Party entitled to the benefit of an indemnity under this clause GCC.37 shall take all reasonable measures to mitigate any loss or damage which has occurred. If the Party fails to take such measures, the other party's liabilities shall be correspondingly reduced.

GCC.38. Insurance

GCC.38.1. To the extent specified in Appendix-3 to the Contract Agreement, the Contractor shall at its expense take out and maintain in effect, or cause to be taken out and maintained in effect, during the performance of the Contract up to the expiry of the Defect Liability Period, the insurances set forth below in the sums and with the deductibles and other conditions specified in the said Appendix. In case erection and/or commissioning are delayed due to any reason, the period of insurance shall be extended to cover the actual Defect Liability Period. However, WHPL shall reimburse the cost of insurance for extended period of delays not attributable to the Contractor. The Plant and Equipment supplied under the Contract shall be comprehensively insured through insurance companies in India/Bhutan to cover all risks including but not limited to floods, riots, earthquakes, any other natural calamities etc. against loss or damages incidental to manufacture till the Defect Liability Period. The identity of the insurers and the form of the policies shall be



subject to the approval of WHPL, who should not unreasonably withhold such approval.

a) Cargo Insurance During Transport

Covering loss or damage occurring to the Plant and Equipment (including spare parts) and to the Contractor's Equipment, while in transit from the Contractor's or Subcontractor's works or stores until arrival at the Site.

b) Installation All Risks Insurance

Covering physical loss or damage to the Facilities at the Site, occurring prior to Completion of the Facilities, with extended maintenance coverage for the Contractor's liability in respect of any loss or damage occurring during the Defect Liability Period while the Contractor is on the Site for the purpose of performing its obligations during the Defect Liability Period.

c) Third Party Liability Insurance

The Contractor shall insure against his liability due to any act or omission on the part of Contractor, his agents, his employees, his representatives and Subcontractors or from riots, strikes and civil commotion for any material or physical damage, loss or injury which may occur to any property, including that of WHPL, or to any person, including any employee of WHPL, by or arising out of the execution of the Facilities or in the performance of the Contract and occurring before the issue of the last Defects Liability certificate. The extent of insurance cover in this regard shall be as specified in Appendix-3 to the Contract Agreement.

d) Automobile Liability Insurance

Covering use of all vehicles used by the Contractor or its Subcontractors (whether or not owned by them) in connection with the execution of the Contract.

e) Workers' Compensation

In accordance with the statutory requirements applicable in the Kingdom of Bhutan.

f) WHPL's Liability

In accordance with the statutory requirements applicable in the Kingdom of Bhutan.

g) Other Insurances

Such other insurances as may be specifically agreed upon by the Parties hereto as listed in the said Appendix-3.

GCC.38.2.

WHPL shall be named as co-insured under all insurance policies taken out by the Contractor pursuant to GCC.38.1, except for the Third Party Liability, Workers' Compensation and WHPL's Liability Insurances, and the Contractor's Subcontractors shall be named as co-insured's under all insurance policies taken out by the Contractor pursuant to GCC.38.1 except for the Cargo Insurance during Transport, Workers' Compensation and WHPL's Liability Insurances. All insurers' rights of subrogation against such co-insured for losses or claims arising out of the performance of the Contract shall be waived under such policies.



- GCC.38.3. The Contractor shall, in accordance with the provisions of Appendix-3 to the Contract Agreement, deliver to WHPL certificates of insurance (or copies of the insurance policies) as evidence that the required policies are in full force and effect. The policies shall provide that no less than twenty-one (21) days' notice shall be given to WHPL by insurers prior to cancellation or material modification of a policy. The Contractor shall comply with all the terms and conditions stipulated in the insurance policies.
- GCC.38.4. The Contractor shall ensure that, where applicable, its Subcontractor(s) shall take out and maintain in effect adequate insurance policies for their personnel and vehicles and for work executed by them under the Contract, unless such Subcontractors are covered by the policies taken out by the Contractor.
- GCC.38.5. WHPL shall at its expense take out and maintain in effect during the performance of the Contract those insurances which are specified in Appendix-3 to the Contract Agreement.
- GCC.38.6. If the Contractor fails to take out and/or maintain in effect the insurances referred to in GCC.38.1, WHPL may take out and maintain in effect any such insurances and may from time to time deduct from any amount due to the Contractor under the Contract, any premium that WHPL shall have paid to the insurer, or may otherwise recover such amount as a debt due from the Contractor. If WHPL fails to take out and/or maintain in effect the insurances referred to in GCC.38.5, the Contractor may take out and maintain in effect any such insurances and may from time to time deduct from any amount due to WHPL under the Contract any premium that the Contractor shall have paid to the insurer, or may otherwise recover such amount as a debt due from WHPL. If the Contractor fails to or is unable to take out and maintain in effect any insurances for which WHPL is responsible, the Contractor shall nevertheless have no liability or responsibility towards WHPL, and the Contractor shall have full recourse against WHPL for any and all liabilities of WHPL herein.
- GCC.38.7. Unless otherwise provided in the Contract, the Contractor shall prepare and conduct all and any claims made under the policies affected by it pursuant to this clause GCC.38, and the monies payable by any insurers shall be paid to the Contractor as per the procedure outlined in GCC.38.8 below. WHPL shall give to the Contractor all such reasonable assistance as may be required by the Contractor. With respect to insurance claims in which WHPL's interest is involved, the Contractor shall not give any release or make any compromise with the insurer without the prior written consent of WHPL. With respect to insurance claims in which the Contractor's interest is involved, WHPL shall not give any release or make any compromise with the insurer without the prior written consent of the Contractor.
- GCC.38.8. Wherever total damages/loss of equipment/material would occur, the Contractor will be entitled to payment of all amounts received from the underwriters except the following amounts:
- a) The amount paid to the Contractor under the Contract in respect of equipment/material damaged/lost,
 - b) Custom Duties, Excise duty and other taxes and duties which have already been paid by WHPL.

In the event the claim money settled is less than the total of the amount in (a)&(b) above, then the entire claim money settled will be retained by WHPL and the



Contractor will forthwith pay WHPL the short fall amount between the claim money and the total of amounts as per a & b mentioned above.

Subsequent payments, if any, due under the Contract shall be regulated by the relevant terms of payment.

- GCC.38.9. In case of partial damage to any equipment/material during any stage, upon rectification of the damaged equipment/material to the satisfaction of WHPL, the Contractor shall be paid to the extent of claims settled by the underwriters.

GCC.39. Unforeseen Conditions

- GCC.39.1. If, during the execution of the Contract, the Contractor shall encounter on the Site any physical conditions (other than climatic conditions) or artificial obstructions that could not have been reasonably foreseen prior to the date of the Contract Agreement by an experienced contractor on the basis of reasonable examination of the data relating to the Facilities (including any data as to boring tests) provided by WHPL, and on the basis of information that it could have obtained from a visual inspection of the Site (if access thereto was available) or other data readily available to it relating to the Facilities, and if the Contractor determines that it will in consequence of such conditions or obstructions incur additional cost and expense or require additional time to perform its obligations under the Contract that would not have been required if such physical conditions or artificial obstructions had not been encountered, the Contractor shall promptly, and before performing additional work or using additional Plant and Equipment or Contractor's Equipment, notify the Project Manager in writing of

- a) the physical conditions or artificial obstructions on the Site that could not have been reasonably foreseen;
- b) the additional work and/or Plant and Equipment and/or Contractor's Equipment required, including the steps which the Contractor will or proposes to take to overcome such conditions or obstructions;
- c) the extent of the anticipated delay;
- d) the additional cost and expense that the Contractor is likely to incur.

On receiving any notice from the Contractor under this clause GCC.39.1, the Project Manager shall promptly consult with WHPL and the Contractor and decide upon the actions to be taken to overcome the physical conditions or artificial obstructions encountered. Following such consultations, the Project Manager shall instruct the Contractor, with a copy to WHPL, of the actions to be taken.

- GCC.39.2. Any reasonable additional cost and expense incurred by the Contractor in following the instructions from the Project Manager to overcome such physical conditions or artificial obstructions referred to in GCC.39.1 shall be paid by WHPL to the Contractor as an addition to the Contract Price.

- GCC.39.3. If the Contractor is delayed or impeded in the performance of the Contract because of any such physical conditions or artificial obstructions referred to in GCC.39.1, the Time for Completion shall be extended in accordance with GCC.43.

- GCC.39.4. Failure to reach an agreement with the Contractor on reasonable additional cost and additional Time for Completion under GCC.39.2 and GCC.39.3 above, the matter shall be referred for settlement by the Adjudicator.



GCC.40. Change in Laws and Regulations

GCC.40.1. If, after thirty (30) days prior to the last date of Bid submission, any law, regulation, ordinance, order or by-law having the force of law is enacted, promulgated, abrogated or changed in the Kingdom of Bhutan (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the costs and expenses of the Contractor and/or the Time for Completion, the Contract Price shall be correspondingly increased or decreased, and/or the Time for Completion shall be reasonably adjusted to the extent that the Contractor has thereby been affected in the performance of any of its obligations under the Contract. However, these adjustments would be restricted to direct transactions between WHPL and the Contractor/assignee of foreign Contractor (if applicable). These adjustments shall not be applicable on procurement of raw materials, intermediary components etc. by the Contractor/assignee of foreign Contractor and shall also not be applicable on the bought out items despatched directly from Subcontractor's works to site. Notwithstanding the foregoing, such additional or reduced costs shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with Appendix-2 to the Contract Agreement.

GCC.41. Force Majeure

GCC.41.1. "Force Majeure" shall mean any event beyond the reasonable control of WHPL or of the Contractor, as the case may be, and which is unavoidable notwithstanding the reasonable care of the Party affected and shall include, without limitation the following:

- a) war, hostilities or warlike operations whether a state of war be declared or not, invasion, act of foreign enemy and civil war;
- b) rebellion, revolution, insurrection, mutiny, usurpation of civil or military government, conspiracy, riot, civil commotion and terrorist acts;
- c) confiscation, nationalization, mobilization, commandeering or requisition by or under the order of any government or de jure or de facto authority or ruler or any other act or failure to act of any government authority;
- d) strike, sabotage, lockout, embargo, import restriction, port congestion, lack of usual means of public transportation and communication, industrial dispute, shipwreck, shortage or restriction of power supply, epidemics, pandemic, quarantine and plague;
- e) earthquake, landslide, volcanic activity, fire, flood or inundation, tidal wave, typhoon or cyclone, hurricane, storm, lightning, or other inclement weather condition (Inclement weather conditions shall either be in winter or in monsoon season which results in stoppage of work and such stoppage of work is duly recorded in the hindrance records maintained by the WHPL for each contract. Provided where for the period of monsoon, the completion time has already been excluded), nuclear and pressure waves or other natural or physical disaster.
- f) shortage of labor, materials or utilities where caused by circumstances that are themselves Force Majeure.

GCC.41.2. If either Party is prevented, hindered or delayed from or in performing any of its obligations under the Contract by an event of Force Majeure, then it shall notify



the other in writing of the occurrence of such event and the circumstances thereof within fourteen (14) days after the occurrence of such event.

GCC.41.3. The Party who has given such notice shall be excused from the performance or punctual performance of its obligations under the Contract for so long as the relevant event of Force Majeure continues and to the extent that such Party's performance is prevented, hindered or delayed. The Time for Completion shall be extended in accordance with GCC.43.

GCC.41.4. The Party or Parties affected by the event of Force Majeure shall use reasonable efforts to mitigate the effect thereof upon its or their performance of the Contract and to fulfil its or their obligations under the Contract so far as reasonably practicable.

GCC.41.5. Delay or non-performance by either Party hereto caused by the occurrence of any event of Force Majeure shall not

- a) constitute a default or breach of the Contract;
- b) (subject to GCC.36.2) give rise to any claim for damages or additional cost or expense occasioned thereby.

if and to the extent that such delay or non-performance is caused by the occurrence of an event of Force Majeure occurring after the Contract becomes Effective.

GCC.41.6. If the performance of the Contract is substantially prevented, hindered or delayed for a single period of more than sixty (60) days or an aggregate period of more than one hundred and twenty (120) days on account of one or more events of Force Majeure during the currency of the Contract, the Parties will attempt to develop a mutually satisfactory solution, failing which the dispute shall be resolved in accordance with GCC.10.

GCC.41.7. Notwithstanding GCC.41.5, Force Majeure shall not apply to any obligation of WHPL to make payments to the Contractor herein.

H. CHANGE IN CONTRACT ELEMENTS

GCC.42. Change in Facilities

GCC.42.1. Introducing a Change

GCC.42.1.1. WHPL shall have the right to propose, and subsequently require, that the Project Manager order the Contractor from time to time during the performance of the Contract to make any change, modification, addition or deletion to, in or from the Facilities in the form, quantity or quality of the Facilities or any part thereof (hereinafter called "Change"), provided that such Change falls within the general scope of the Facilities and does not constitute unrelated work and that it is technically practicable, taking into account both the state of advancement of the Facilities and the technical compatibility of the Change envisaged with the nature of the Facilities as specified in the Contract. Such changes shall include but not limited to the following:

- a) increase or decrease the quantity of any work included in the Contract;
- b) omit or substitute any such work;



- c) change the drawings, designs specifications, character or quality or kind of any such work;
- d) change the levels, lines, positions and dimensions of any part of the Facilities;
- e) execute additional work of any kind necessary for the completion of the Facilities;
- f) change any specified sequence, method or timing of construction of any part of the Facilities;
- g) change method of despatch or packing; and
- h) change the place of delivery.

No such changes shall in any way vitiate or invalidate the Contract

- GCC.42.1.2. The Contractor may from time to time during its performance of the Contract propose to WHPL (with a copy to the Project Manager) any Change that the Contractor considers necessary or desirable to improve the quality, efficiency or safety of the Facilities. WHPL may at its discretion approve or reject any Change proposed by the Contractor.
- GCC.42.1.3. Notwithstanding GCC.42.1.1 and GCC.42.1.2, no change made necessary because of any default of the Contractor in the performance of its obligations under the Contract shall be deemed to be a Change, and such change shall not result in any adjustment of the Contract Price or the Time for Completion.
- GCC.42.1.4. The Contractor shall be under obligation to agree for the Changes as may be required during the execution of the Contract as per directions of the Project Manager and execute such changes at the same rates included in the Contract, provided the total effect of such changes does not exceed the limit of plus/minus twenty percent (+ -20%) of the Contract Price. Such ceiling will however be applicable only for items of work/supply for which rates are provided in the Contract. Notwithstanding the aforesaid provision, the quantities for individual items, if specified in the Contract, can vary to any extent.
- GCC.42.1.5. The procedure on how to proceed with and execute Changes is specified in GCC.42.2 and GCC.42.3.
- GCC.42.2. Changes originating from WHPL
- GCC.42.2.1. If WHPL proposes a Change pursuant to GCC.42.1.1, it shall send to the Contractor a "Request for Change Proposal," requiring the Contractor to prepare and furnish to the Project Manager as soon as reasonably practicable a "Change Proposal," which shall include the following:
- a) brief description of the Change;
 - b) effect on the Time for Completion;
 - c) estimated cost of the Change;
 - d) effect on Functional Guarantees (if any);
 - e) effect on any other provisions of the Contract.
- GCC.42.2.2. The pricing of any Change shall, as far as practicable, be calculated in accordance with the rates and prices included in the Contract. If the rates and prices of any Change are not available in the Contract, the Parties thereto shall agree on specific rates for the valuation of the Change.



- GCC.42.2.3. If before or during the preparation of the Change Proposal it becomes apparent that the aggregate effect of compliance therewith and with all other Change Orders, for items as provided in the Contract, that have already become binding upon the Contractor under this clause GCC.42 would be to increase or decrease the Contract Price as originally set forth in Article 2 of the Contract Agreement by more than twenty percent (20%), the Contractor may give a written notice of objection thereto prior to furnishing the Change Proposal as aforesaid. If WHPL accepts the Contractor's objection, WHPL and the Contractor shall agree on specific rates for valuation of the Change.
- GCC.42.2.4. Upon receipt of the Change Proposal, WHPL and the Contractor shall mutually agree upon all matters therein contained including agreement on rates if such rates are not available in the Contract or if the limit of twenty percent (20%) set forth in GCC.42.2.3 has been exceeded. Within fourteen (14) days after such agreement, WHPL shall, if it intends to proceed with the Change, issue the Contractor with a Change Order.
- If WHPL is unable to reach a decision within fourteen (14) days, it shall notify the Contractor with details of when the Contractor can expect a decision.
- If WHPL decides not to proceed with the Change for whatever reason, it shall, within the said period of fourteen (14) days, notify the Contractor accordingly.
- GCC.42.2.5. If WHPL and the Contractor cannot reach agreement on the price for the Change, an equitable adjustment to the Time for Completion, or any other matters identified in the Change Proposal, WHPL may nevertheless instruct the Contractor to proceed with the Change by issue of a "Pending Agreement Change Order."
- Upon receipt of a Pending Agreement Change Order, the Contractor shall immediately proceed with effecting the Changes covered by such Order. The Parties shall thereafter attempt to reach agreement on the outstanding issues under the Change Proposal.
- If the Parties cannot reach agreement within sixty (60) days from the date of issue of the Pending Agreement Change Order, then the matter may be referred to the Adjudicator in accordance with the provisions of GCC.10.1.
- GCC.42.3. Changes originating from Contractor
- GCC.42.3.1. If the Contractor proposes a Change pursuant to GCC.42.1.2, the Contractor shall submit to the Project Manager a written "Application for Change Proposal," giving reasons for the proposed Change and including the information specified in GCC.42.2.1.
- Upon receipt of the Application for Change Proposal, the Parties shall follow the procedures outlined in GCC.42.2.4 and GCC.42.2.5.
- GCC.42.4. Adjustment of the Contract Price
- GCC.42.4.1. The adjustment in the Contract Price shall be determined in accordance with the rates specified in the Schedule of Prices.
- GCC.42.4.2. Additional items of work/supply which are not provided in the Schedule of Prices, shall be paid on the basis of actual expenditure relating to that item including cost of materials, fabrication/machinery handling and installation at Site plus twenty percent (20%) towards overheads including profits. The price of varied items determined by the Engineer-in-Charge shall be final and binding on the Contractor. No payment shall be made for the items of Facilities ordered to be omitted.



GCC.42.5. Record of costs

GCC.42.5.1. In any case where the Contractor is instructed to proceed with a variation prior to the determination of the adjustment to the Contract Price in respect thereof, the Contractor shall keep records of the cost of undertaking the variation and of time expended thereon. Such records shall be open to inspection by the Project Manager at all reasonable times.

GCC.43. Extension of Time for Completion

GCC.43.1. The Time(s) for Completion specified in the SCC shall be extended, if the Contractor is delayed or impeded in the performance of any of its obligations under the Contract by reason of any of the following:

- a) any Change in the Facilities as provided in GCC.42;
- b) any occurrence of Force Majeure as provided in GCC.41, Unforeseen Conditions as provided in GCC.39, or other occurrence of any of the matters specified or referred to in paragraphs (a), (b) and (c) of GCC.36.2;
- c) any suspension order given by WHPL under GCC.45 hereof or reduction in the rate of progress pursuant to GCC.45.2; or
- d) any changes in laws and regulations as provided in GCC.40; or
- e) any default or breach of the Contract by WHPL, specifically including failure to supply the items listed in Appendix-6 to the Contract Agreement, or any activity, act or omission of any other contractors employed by WHPL; or
- f) any other matter specifically mentioned in the Contract.

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

GCC.43.2. Except where otherwise specifically provided in the Contract, the Contractor shall submit to the Project Manager a notice of a claim for an extension of the Time for Completion, together with particulars of the event or circumstance justifying such extension as soon as reasonably practicable after the commencement of such event or circumstance. As soon as reasonably practicable after receipt of such notice and supporting particulars of the claim, WHPL and the Contractor shall agree upon the period of such extension. In the event that the Contractor does not accept WHPL's estimate of a fair and reasonable time extension, the Contractor shall be entitled to refer the matter to the Adjudicator, pursuant to GCC.10.1.

GCC.43.3. The Contractor shall at all times use its reasonable efforts to minimize any delay in the performance of its obligations under the Contract.

GCC.43.4. In no case the extension in Time for Completion will be permitted for the defaults on the part of the Contractor.

GCC.44. Export Restrictions

GCC.44.1. Notwithstanding any obligation of the Contractor under the Contract to complete all export formalities, any export restrictions attributable to WHPL, to the Kingdom of Bhutan, or to the use of the Plant and Equipment, systems or services to be supplied, which arise from trade regulations from a country supplying those Plant and Equipment, systems or services, and which substantially impede the Contractor from meeting its obligations under the Contract, shall release the Contractor from the obligation to provide deliveries or services, always provided,



however, that the Contractor can demonstrate to the satisfaction of WHPL that it has completed all formalities in a timely manner, including applying for permits, authorizations and licenses necessary for the export of the Plant and Equipment, systems or services under the terms of the Contract. Termination of the Contract on this basis shall be for WHPL's convenience pursuant to GCC.46.1.

GCC.45. Suspension

GCC.45.1. WHPL/Project Manager may, by notice to the Contractor, order the Contractor to suspend performance of any or all of its obligations under the Contract. Such notice shall specify the obligation of which performance is to be suspended, the effective date of the suspension and the reasons thereof. The Contractor shall thereupon suspend performance of such obligation (except those obligations necessary for the care or preservation of the Facilities) until ordered in writing to resume such performance by the Project Manager/ WHPL.

If, by virtue of a suspension order given by the Project Manager/WHPL, other than by reason of the Contractor's default or breach of the Contract, the Contractor's performance of any of its obligations is suspended for an aggregate period of more than ninety (90) days, then at any time thereafter and provided that at that time such performance is still suspended, the Contractor may give a notice to the Project Manager requiring that WHPL shall, within twenty-eight (28) days of receipt of the notice, order the resumption of such performance or request and subsequently order a Change in the Facilities in accordance with GCC.42, excluding the performance of the suspended obligations from the Contract.

If WHPL fails to do so within such period, the Contractor may, by a further notice to the Project Manager, elect to treat the suspension, where it affects only a part of the Facilities, as a deletion of such part of the Facilities in accordance with GCC.42 or, where it affects the whole of the Facilities, as termination of the Contract under GCC.46.1.

GCC.45.2. If

- a) WHPL has failed to pay the Contractor any sum due under the Contract within the specified period, or has failed to approve any invoice or supporting documents without just cause pursuant to the Contract Agreement, or commits a substantial breach of the Contract, the Contractor may give a notice to WHPL that requires payment of such sum, requires approval of such invoice or supporting documents, or specifies the breach and requires WHPL to remedy the same, as the case may be. If WHPL fails to pay such sum, fails to approve such invoice or supporting documents or give its reasons for withholding such approval, or fails to remedy the breach or take steps to remedy the breach within fourteen (14) days after receipt of the Contractor's notice or
- b) the Contractor is unable to carry out any of its obligations under the Contract for any reason attributable to WHPL, including but not limited to WHPL's failure to provide possession of or access to the Site or other areas in accordance with GCC.14.2, or failure to obtain any governmental permit necessary for the execution and/or completion of the Facilities;

then the Contractor may by fourteen (14) days' notice to WHPL suspend performance of all or any of its obligations under the Contract, or reduce the rate of progress.



GCC.45.3. If the Contractor's performance of its obligations is suspended or the rate of progress is reduced pursuant to this clause GCC.45, then the Time for Completion shall be extended in accordance with GCC.43.1, and any and all additional costs or expenses incurred by the Contractor as a result of such suspension or reduction shall be paid by WHPL to the Contractor in addition to the Contract Price, except in the case of suspension order or reduction in the rate of progress by reason of the Contractor's default or breach of the Contract.

During the period of suspension, the Contractor shall not remove from the Site any Plant and Equipment, any part of the Facilities or any Contractor's Equipment, without the prior written consent of WHPL.

GCC.46. Termination

GCC.46.1. Termination for WHPL's Convenience

GCC.46.1.1. WHPL may at any time terminate the Contract for any reason by giving the Contractor and a copy to the Project Manager a sixty (60) days prior notice of termination that refers to this clause GCC.46.1.

GCC.46.1.2. Upon receipt of the notice of termination under GCC.46.1.1, the Contractor shall either immediately or upon the date specified in the notice of termination

- a) cease all further work, except for such work as WHPL may specify in the notice of termination for the sole purpose of protecting that part of the Facilities already executed, or any work required to leave the Site in a clean and safe condition;
- b) terminate all subcontracts, except those to be assigned to WHPL pursuant to paragraph (d)(ii) below;
- c) remove all Contractor's Equipment from the Site, repatriate the Contractor's and its Subcontractors' personnel from the Site, remove from the Site any wreckage, rubbish and debris of any kind, and leave the whole of the Site in a clean and safe condition;
- d) in addition, the Contractor, subject to the payment specified in GCC.46.1.3, shall
 - i. deliver to WHPL the parts of the Facilities executed by the Contractor up to the date of termination;
 - ii. to the extent legally possible, assign to WHPL all right, title and benefit of the Contractor to the Facilities and to the Plant and Equipment as at the date of termination, and, as may be required by WHPL, in any subcontracts concluded between the Contractor and its Subcontractors;
 - iii. deliver to WHPL all non-proprietary drawings, specifications and other documents prepared by the Contractor or its Subcontractors as at the date of termination in connection with the Facilities.

GCC.46.1.3. In the event of termination of the Contract under GCC.46.1.1, WHPL shall pay to the Contractor the following amounts:

- a) the Contract Price, properly attributable to the parts of the Facilities executed by the Contractor as of the date of termination;



- b) any amounts to be paid by the Contractor to its Subcontractors in connection with the supply of Plant and Equipment under any subcontracts;
- c) costs incurred by the Contractor in protecting the Facilities and leaving the Site in a clean and safe condition pursuant to paragraph (a) of GCC.46.1.2;
- d) the cost of satisfying all other obligations, commitments and claims that the Contractor may in good faith have undertaken with third Parties in connection with the Contract and that are not covered by paragraphs (a) through (c) above.

GCC.46.2. Termination for Contractor's Default

GCC.46.2.1. WHPL, without prejudice to any other rights or remedies it may possess, may terminate the Contract forthwith in the following circumstances by giving a sixty (60) days prior notice of termination with a copy to the Project Manager and its reasons thereof to the Contractor, referring to this clause GCC.46.2:

- a) if the Contractor becomes bankrupt or insolvent, has a receiving order issued against it, compounds with its creditors, or, if the Contractor is a corporation, a resolution is passed or order is made for its winding up (other than a voluntary liquidation for the purposes of amalgamation or reconstruction), a receiver is appointed over any part of its undertaking or assets, or if the Contractor takes or suffers any other analogous action in consequence of debt;
- b) if the Contractor assigns or transfers or sub contracts the Contract in whole or in part or any right or interest therein in violation of the provision of GCC.47;
- c) if the Contractor, in the judgement of WHPL has engaged in fraud or corruption, as defined in GCC.4 in competing for or in executing the Contract.

GCC.46.2.2. If the Contractor

- a) has abandoned or repudiated the Contract
- b) has without valid reason failed to commence work on the Facilities promptly or has suspended (other than pursuant to GCC.45.2) the progress of Contractperformance for more than twenty-eight (28) days after receiving a written instruction from WHPL to proceed
- c) persistently fails to execute the Contract in accordance with the Contract or persistently neglects to carry out its obligations under the Contract without just cause and does not make good such failure or neglect within reasonable period even after a written notice by the Project Manager
- d) refuses or is unable to provide sufficient materials, services or labour to execute and complete the Facilities in the manner specified in the program furnished under GCC.23.2 at rates of progress that give reasonable assurance to WHPL that the Contractor can attain Completion of the Facilities by the Time for Completion as extended
- e) the liquidated damages to be levied in terms of the provisions under GCC.31.2 has reached a maximum of ten percent (10%) of the Executed Contract Price and it appears to the Project Manager that the Contractor is unable to complete the Facilities



then WHPL may, without prejudice to any other rights it may possess under the Contract, give a notice to the Contractor stating the nature of the default and requiring the Contractor to remedy the same. If the Contractor fails to remedy or to take steps to remedy the same within fourteen (14) days of its receipt of such notice, then WHPL may terminate the Contract forthwith by giving a notice of termination to the Contractor that refers to this clause GCC.46.2.

GCC.46.2.3. Upon receipt of the notice of termination under GCC.46.2.1 or GCC.46.2.2, the Contractor shall, either immediately or upon such date as is specified in the notice of termination,

- a) cease all further work, except for such work as WHPL may specify in the notice of termination for the sole purpose of protecting that part of the Facilities already executed, or any work required to leave the Site in a clean and safe condition;
- b) terminate all subcontracts, except those to be assigned to WHPL pursuant to paragraph (d) below;
- c) deliver to WHPL the parts of the Facilities executed by the Contractor up to the date of termination;
- d) to the extent legally possible, assign to WHPL all right, title and benefit of the Contractor to the works and to the Plant and Equipment as at the date of termination, and, as may be required by WHPL, in any subcontracts concluded between the Contractor and its Subcontractors;
- e) deliver to WHPL all non-proprietary drawings, specifications and other documents prepared by the Contractor or its Subcontractors as at the date of termination in connection with the Facilities.

GCC.46.2.4. WHPL may enter upon the Site, expel the Contractor, and complete the Facilities itself or by employing any third party. WHPL may, to the exclusion of any right of the Contractor over the same, take over and use with the payment of a fair rental rate to the Contractor, with all the maintenance costs to the account of WHPL and with an indemnification by WHPL for all liability including damage or injury to persons arising out of WHPL's use of such equipment, any Contractor's Equipment owned by the Contractor and on the Site in connection with the Facilities for such reasonable period as WHPL considers expedient for the supply and installation of the Facilities.

Upon completion of the Facilities or at such earlier date as WHPL thinks appropriate, WHPL shall give notice to the Contractor that such Contractor's Equipment will be returned to the Contractor at or near the Site and shall return such Contractor's Equipment to the Contractor in accordance with such notice. The Contractor shall thereafter without delay and at its cost remove or arrange removal of the same from the Site.

GCC.46.2.5. Subject to GCC.46.2.6, the Contractor shall be entitled to be paid the following:

- a) the Contract Price, properly attributable to the parts of the Facilities executed by the Contractor as of the date of termination;
- b) any amounts to be paid by the Contractor to its Subcontractors in connection with the supply of Plant and Equipment under any subcontracts;
- c) costs incurred by the Contractor in protecting the Facilities and leaving the Site in a clean and safe condition pursuant to paragraph (a) of GCC.46.2.3.



Any sums due to WHPL from the Contractor accruing prior to the date of termination shall be deducted from the amount to be paid to the Contractor under this Contract.

GCC.46.2.6. If WHPL completes the Facilities, the cost of completing the Facilities by WHPL till the completion of Defect Liability Period shall be determined.

If the sum that the Contractor is entitled to be paid, pursuant to GCC.46.2.5, plus the reasonable costs incurred by WHPL in completing the Facilities, exceeds the Contract Price, the Contractor shall be liable for such excess.

If such excess is greater than the sums due to the Contractor under GCC.46.2.5, the Contractor shall pay the balance to WHPL, and if such excess is less than the sums due to the Contractor under GCC.46.2.5, WHPL shall pay the balance to the Contractor.

WHPL and the Contractor shall agree, in writing, on the computation described above and the manner in which any sums shall be paid.

GCC.46.3. Termination by Contractor

GCC.46.3.1. The Contractor may terminate the Contract forthwith by giving a notice to WHPL to that effect, referring to this clause GCC.46.3.1, if WHPL 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 WHPL takes or suffers any other analogous action in consequence of debt.

GCC.46.3.2. If the Contract is terminated under GCC.46.3.1, then the Contractor shall immediately

- a) cease all further work, except for such work as may be necessary for the purpose of protecting that part of the Facilities already executed, or any work required to leave the Site in a clean and safe condition
- b) terminate all subcontracts, except those to be assigned to WHPL pursuant to paragraph (d)(ii) below
- c) remove all Contractor's Equipment from the Site and repatriate the Contractor's and its Subcontractor's personnel from the Site
- d) in addition, the Contractor, subject to the payment specified in GCC.46.3.3, shall
 - i. deliver to WHPL the parts of the Facilities executed by the Contractor up to the date of termination;
 - ii. to the extent legally possible, assign to WHPL all right, title and benefit of the Contractor to the Facilities and to the Plant and Equipment as of the date of termination, and, as may be required by WHPL, in any subcontracts concluded between the Contractor and its Subcontractors;
 - iii. deliver to WHPL all non-proprietary drawings, specifications and other documents prepared by the Contractor or its Subcontractors as of the date of termination in connection with the Facilities.



- GCC.46.3.3. If the Contract is terminated under GCC.46.3.1, WHPL shall pay to the Contractor all payments specified in GCC.46.1.3, and reasonable compensation for all losses or damages sustained by the Contractor arising out of, in connection with or in consequence of such termination.
- GCC.46.3.4. Termination by the Contractor pursuant to this clause GCC.46.3 is without prejudice to any other rights or remedies of the Contractor that may be exercised in lieu of or in addition to rights conferred by GCC.46.3.
- GCC.46.4. In this clause GCC.46, the expression “Facilities executed” shall include all work executed, Installation Services provided, any and all Plant and Equipment acquired (or subject to a legally binding obligation to purchase) by the Contractor and used or intended to be used for the purpose of the Facilities, up to and including the date of termination.
- GCC.46.5. In this clause GCC.46, in calculating any monies due from WHPL to the Contractor, account shall be taken of any sum previously paid by WHPL to the Contractor under the Contract, including any advance payment paid pursuant to the Contract Agreement.

GCC.47. Assignment

- GCC.47.1. The Contractor shall not, without the express prior written consent of WHPL, assign to any third party the Contract or any part thereof, or any right, benefit, obligation or interest therein or thereunder, except that the Contractor shall be entitled to
- a) assign either absolutely or by way of charge any monies due and payable to it or that may become due and payable to it under the Contract in favour of its bankers;
 - b) assign to the insurers (in cases where the insurers have discharged the Contractor’s loss or liability) of the Contractor’s right to obtain relief from any other liable party.



SECTION V – SPECIAL CONDITIONS OF CONTRACT



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 Reference	Clause	Particulars
A. CONTRACT AND INTERPRETATION		
GCC.3.6		The applicable Incoterms edition shall be of: 2020
GCC.10.1.2		The Appointing Authority for the appointment of Adjudicator and Arbitrator (as the case may be) shall be: As mutually Agreed between the parties
GCC.10.1.5		The fees and expenditure to be paid to the Adjudicator shall be As mutually Agreed between the parties
GCC.10.2.3		Institution whose arbitration procedures shall be used (insert as applicable): For Contracts with Bhutanese Contractors All disputes arising in connection with the present Contract shall be finally resolved by arbitration in accordance with the Alternative Dispute Resolution Act of Bhutan, 2013. For Contracts with International Contractors Any dispute, controversy or claim arising out of or relating to this Contract, or breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the Rules and Regulation of Singapore International Arbitration Centre (SIAC).
GCC.10.2.3		The place of arbitration shall be: As mutually Agreed between the parties
B. SUBJECT MATTER OF CONTRACT		
GCC.12.2 GCC.23.2	and	Completion of Facilities shall be attained within 4 months from the date of Contract Signing
C. PAYMENT		
GCC.16.1		Terms of Payment shall be: 1. Mobilization Advance: 10% of the Contract Price on submission of equivalent bank guarantee from any financial institution of Bhutan or any foreign bank acceptable and enforceable by any financial institution of Bhutan 2. Final Payment shall be paid after successful completion of work.
GCC.17.3.4		The present rate of deduction of tax at source of the gross value of the invoice is 2% in case of Bhutanese Bidders, and 5% in case of Foreign Bidders.
GCC.18.3.2		The Performance Security shall be submitted in the form of a bank guarantee/demand draft from any financial institution of Bhutan or any



GCC Reference	Clause	Particulars
		foreign bank acceptable and enforceable by any financial institution of Bhutan
GCC.18.3.1		During extended warranty obligation pursuant to GCC.32.10, the performance security shall be extended for a period of one month beyond the extended warranty date and shall be for the full amount of performance security.
E. WORK EXECUTION		
GCC.22.1		The Project Manager shall be: TBD
GCC.30.1.2		The Guarantee tests of the Facilities (or part thereof, if applicable) shall be successfully completed within: TBD
F. GUARANTEES AND LIABILITIES		
GCC.31.2		The applicable rate of liquidated damages will be 0.15% of the executed amount per day of delay Maximum deduction for liquidated damages: The total amount of liquidated damages for delay under the Contract will be subject to a maximum of ten percent (10%) of the Executed Amount.
GCC.31.3		There will be no bonus payment for early completion of the Facilities



SECTION VI – TECHNICAL SPECIFICATIONS



The bridge shall comprise a Compact 200 Type Bailey Bridge, TDR/QDR configuration, or equivalent approved system, with a minimum 4.25 m clear carriageway and an approximate length of 54.60 m, supported on reinforced concrete abutments founded on competent rock strata. The bridge shall be designed for IRC Class 40R loading and all applicable environmental and construction loads.

1. GENERAL REQUIREMENTS

The Contractor shall supply, fabricate, transport, erect and complete the Bailey bridge, deck, bearings, steel support system, railings, reinforced concrete abutments, foundations, backfill, approach works and all associated items.

All works shall conform to the approved drawings, structural design, applicable codes, project specifications and Bailey bridge manufacturer's requirements.

All dimensions stated in this specification shall be considered minimum dimensions unless specifically noted otherwise. Final dimensions shall be governed by the approved structural design.

2. REFERENCE DRAWINGS

The following reference drawings are to be followed:

SN	Drawing No.	Drawing Title
1.	20265/WHEP/BR/AB/01	ADIT-1 / ADIT-2 SITE GENERAL ARRANGEMENT PLAN
2.	20265/WHEP/BR/AB/02	ADIT-1 / ADIT-2 SITE L - SECTION

3. CODES AND STANDARDS

The works shall comply with the latest applicable editions of:

- Bhutan DoR General Specifications for Bridges;
- IRC:6-2017 – Standard Specifications and Code of Practice for Road Bridges, Section II – Loads and Load Combinations;
- IRC:112-2020 – Code of Practice for Concrete Road Bridges;
- IS 456:2000 – Plain and Reinforced Concrete – Code of Practice;
- IS 1786:2018 – High Strength Deformed Steel Bars and Wires for Concrete Reinforcement – Specification;
- IS 800:2007 – General Construction in Steel – Code of Practice;
- IS 2062:2011 – Hot Rolled Medium and High Tensile Structural Steel – Specification; and
- Other applicable standards for bearings, welding, bolts, fabrication and testing.

Where requirements differ, the more stringent applicable requirement shall govern, subject to Engineer's approval.

4. MATERIALS



Structural concrete for abutments and associated structural members shall be M30 grade minimum, as per IS 10262:2019.

Reinforcement shall conform to IS 1786. Structural steel shall comply with IS 2062/IS 800:2007 or the approved Bailey bridge manufacturer's specifications.

All materials shall be new, sound, durable and supported by relevant test certificates.

5. BAILEY BRIDGE SUPERSTRUCTURE

The superstructure shall be Compact 200 Type Bailey Bridge (or equivalent), TDR/QDR configuration, or approved equivalent, with a minimum 4.25 m clear carriageway.

The approximate bridge length is 54.60 m.

The bridge shall include all panels, chords, transoms, stringers, bracing, connections, fasteners and proprietary components necessary for a complete and stable structure.

The final configuration, panel arrangement and support details shall be confirmed with the approved Bailey bridge manufacturer.

6. DECK AND FLOORING

The bridge floor shall be provided with at least 8 mm thick steel chequered plate flooring securely fixed to the supporting deck members.

The flooring shall be designed for the specified vehicular loading and shall provide a continuous, durable and skid-resistant surface.

7. RAILING

Steel railings shall be provided on both sides of the bridge in accordance with the approved drawings.

The ISMB-300 vertical members shown in the drawings shall be treated as minimum sections, with final sizes subject to structural design.

The railing shall be securely connected to the bridge and designed for the applicable barrier loads.

8. ABUTMENTS AND STEEL SUPPORT SYSTEM

The bridge shall be supported on reinforced concrete abutments comprising columns, beams and associated structural members.

The following dimensions shall be considered minimum:

- Embedded Columns: 1500 × 1400 mm
- Embedded Main beams: 600 × 400 mm
- Secondary beams: 400 × 400 mm

Final dimensions shall be based on the approved structural design and shall not be less than the above values without approval.



The steel support system shall comprise ISMB-600 or equivalent/higher sections, with bearing plates, anchorages and associated components as shown in the approved drawings.

9. FOUNDATIONS

Abutments shall be founded on competent rock or suitable existing rock/boulder strata.

Foundation conditions shall be verified by the Engineer/Geologist before construction.

The foundation surface shall be cleaned and prepared to provide a sound bearing surface. Rock dowels/anchors shall be provided where shown in the drawings, with minimum 1.0 m embedment into competent rock, unless otherwise established by the approved design.

Foundations shall be checked for bearing, sliding, overturning and uplift under governing load combinations.

10. REINFORCEMENT

Reinforcement shall comply with IS 456, IRC:112 and IS 1786.

For abutment columns, longitudinal reinforcement shall be not less than 0.8% of the gross cross-sectional area, subject to the governing code and structural design.

Beam reinforcement shall be based on the calculated bending and shear forces and shall not be less than the minimum reinforcement required by IS 456/IRC:112.

Minimum reinforcement in foundations, walls, beams, columns and other reinforced concrete components shall comply with the applicable codes. Where calculated reinforcement exceeds the minimum, the higher calculated reinforcement shall govern.

Development length, anchorage, lap length, spacing, confinement and detailing shall comply with the applicable codes.

11. CONCRETE WORKS

All structural concrete shall be M30 grade minimum, unless a higher grade is required by design.

Concrete shall be produced, placed, compacted and cured in accordance with IS 456 and project requirements.

The indicated 100 mm minimum grout pad below steel support/base plates shall be provided where shown in the drawings.

Concrete cover shall comply with the approved drawings and applicable durability requirements.

12. LOADS AND WIND

The bridge shall be designed for the following applicable loads:

- Dead and superimposed dead loads;
- IRC Class 40R live load, including applicable impact;



- Wind load;
- Seismic load;
- Braking and traction forces;
- Temperature effects;
- Hydraulic/current and debris effects,
- Construction and erection loads.

13. BACKFILL AND APPROACH WORKS

Backfill behind and around the abutments shall comprise approved material, including compacted boulder backfill. Backfill shall be placed in controlled layers and adequately compacted.

Approach works shall provide a stable and smooth transition between the approach road and bridge deck, with finished levels and alignment conforming to the approved drawings.

Adequate drainage shall be provided behind the abutments.

14. FABRICATION AND ERECTION

Bailey bridge components shall be fabricated, supplied and erected in accordance with the approved manufacturer's drawings and erection procedure.

The erection sequence shall maintain stability at all stages.

All connections, bolts, bearings, anchorages and support components shall be properly installed and inspected.

The completed bridge shall be checked for alignment, level, camber, bearing seating, deck level and overall geometry.

15. CORROSION PROTECTION

All exposed steelwork shall receive an approved corrosion-protection system suitable for the Wangchhu site environment.

Surface preparation and protective coatings shall comply with the project specifications and manufacturer's requirements. Damaged coating shall be repaired before completion.

16. INSPECTION, TESTING AND ACCEPTANCE

Inspection and testing shall include verification of:

- Foundation and rock conditions;
- Rock dowels and embedment;
- Concrete quality and dimensions;
- Reinforcement placement and detailing;
- Anchor bolts;
- Bearings and grout pads;
- Steel support members;
- Bailey bridge components and connections;
- Deck and chequered plate flooring;
- Railings; and



- Final bridge alignment and seating.

Concrete and material testing shall be carried out in accordance with applicable codes and project requirements.

All material certificates, test results and inspection records shall be submitted to the Engineer.

The bridge shall be accepted only after satisfactory completion, inspection and verification of all structural and associated works.



Drawings

(Attached)



SECTION VII – FORMS



SECTION VIIA - BIDDING FORMS

(Form No. 1 to Form No. 22)

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



Form 1: Bid Security (Bank Guarantee) [Clause ITB. 24]

(On non-judicial stamp paper of the value relevant to the place of execution)
(To be kept in envelope I)

Bank Guarantee No.

Date.....

To

[WHPL'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 Package].....

As an irrevocable bank guarantee against Bid Security for an amount of..... [insert currency and amount 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 of the events mentioned in the Bidding Document.

We, the..... [Name & address of the Bank] having our Head Office at..... (#) guarantee and undertake to pay immediately on demand by the Wangchhu Hydroelectric Power Limited (WHPL) or its authorized representative, the amount of..... [insert currency and amount in words and figures*]..... without any reservation, protest, demand and recourse. Any such demand made by WHPL 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 WHPL 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 WHPL 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.....

2.
.....
(Signature)

.....
(Name)

.....
(Official Address)

2.
.....
(Signature)

.....
(Name)

.....
(Designation)

Authorized vide
Power of Attorney No:.....
Date.....

Note:

(*) 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
The Bank Guarantee shall be from a bank as per provisions of ITB clause 24-
The Stamp paper of appropriate value shall be purchased in the name of the bank issuing the Guarantee.



Form 2: Certificate Regarding Acceptance of Important Conditions [ITB Clause ITB.18.3(d)]

(To be kept in Envelope II)

To

[WHPL's Name and Address]

Dear Sir/Madam,

With reference to our Bid dated.....for..... [insert name of the Package].....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 BDS 9 with clause reference no., and heading of the clause and document name]

- i.
- ii.
- iii.
- iv.
- v.
- vi.
- vii.
- viii.
- ix.

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 WHPL 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 absence of this certificate the Bid shall be rejected and Price Bid shall be returned unopened.



Form 3: Integrity Pact Statement [ITB Clause ITB.18.3(a)]

(to be kept in envelop II)

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

1 General:

Whereas **Mr.**, representing the Wangchhu Hydroelectric Power Limited, Royal Government of Bhutan, hereinafter referred to as the **“Employer”** on one part, and(Name of bidder or his/her authorized representative, with power of attorney) representing M/s.(Name of firm), hereinafter referred to as the **“Bidder”** on the other part hereby execute this agreement as follows:

This agreement shall be a part of the standard bidding document, which shall be signed by both the parties at the time of purchase of bidding documents and submitted along with the tender document. This IP is applicable only to **“large”** scale works, goods and services, the threshold of which will be announced by the government from time to time. The signing of the IP shall not apply to framework contracting such as annual office supplies etc.

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 process²** and **contract administration³**, 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.
- 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.

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

The parties hereby sign this IntegrityPact at (*place*) _____ on (*date*) _____

Affix
Legal
Stamp

Affix
Legal
Stamp

EMPLOYER

BIDDER/REPRESENTATIVE

CID :

1	2	0	0	7	0	0	3	0	1	2
---	---	---	---	---	---	---	---	---	---	---

CID :

--	--	--	--	--	--	--	--	--	--	--

Witness: _____

Witness: _____

Name: Phub Zam

Name: _____

CID :

1	0	2	0	4	0	0	1	4	7	8
---	---	---	---	---	---	---	---	---	---	---

CID :

--	--	--	--	--	--	--	--	--	--	--



Form 4: Bidder's Information Form [ITB Clause ITB.18.3 (e)]

[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 Certificate of Incorporation:
6.	Bidder's or Each member of JV's Year of Registration:
7.	Bidder's or Each member of JV's Legal Address in Country of Registration:
8.	Bidder's or Lead member of JV's Local Address in Bhutan (if any):
9.	Bidder's or Each member of JV's Website Address:
10.	Bidder's or Each member of JV's Business Activities:
11.	Bidder's or Lead member of JV's Authorized Representative Name: Designation: Address: Telephone/Fax numbers: E-mail Address:
12.	Bidder's or Lead member of JV's Authorized Representative in Bhutan (if any) Name of the company or firm: Name of the contact person: Designation: Address: Telephone/Fax numbers: E-mail Address: Services to be provided by the local representative:
13.	Country of Origin of Plants & Equipment to be supplied:
14.	Port of Shipment and Country:
15.	Status of the Bidder (check the box as applicable): ☐ Bidding Company ☐ Lead Member of the Joint Venture ☐ Agent of the Foreign Bidder



16.	Attached are copies of the following original documents: <i>[check the box(es) of the attached original documents]</i> ☐ Latest Tax Clearance Certificate of Bidder named in 1or 2 above (applicable for Bhutanese Bidders) or any other documents to prove that the Bidder is tax compliant in the country of its registration (applicable for foreign bidder) ☐ Trade License of Bidder named in 1 or 3 above (applicable for Bhutanese bidder) ☐ Equity shareholding certificate of the Bidder duly certified by the statutory auditor of the bidder or each member of the JV. ☐ Certificate of registration from the Construction Development Board (applicable for Bhutanese Bidders) ☐ Certificate of Incorporation or Registration of Bidder named in 1or 2 above (applicable for foreign bidder) ☐ Any other certificate to support the legal entity of the Bidder named in 1or 2 above
-----	---

Sealed and Signed



Form 5: Power of Attorney [ITB Clause ITB.18.3(f)]

(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 WHPL. 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 WHPL in
connection with the Bid for the said NIT till the completion of the bidding process, including signing
of 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 the
..... day of at

EXECUTANT

Signature:.....

Name:.....

Designation:.....

ACCEPTED:

Signature of Attorney:.....



Name:.....

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

[WHPL's Name and Address]

Dear Sir/Madam,

We seek qualification under ITB.18.3 (g)) and BDS 10 and our qualification data in support thereof is enclosed in the following Forms:

1.	Form 6A	:	Experience Details of Bidder
2.	Form 6B	:	Details of Financial Capacity Status
3.	Form 6C	:	Details of manufacturing and testing Capabilities
4.	Form 6D	:	Details of manufacturing capacities & Plant Loading
5.	Form 6E	:	Present order book position
6.	Form 6F	:	Past Performance Data
7.	Form 6G	:	Data regarding Key Personnel
8.	Form 6H	:	Brief write up regarding Project Management

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

Sealed and Signed

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



Form 6A: Experience Details of Bidder**(1-Financial Details of Bidder: Annual Turnover)**

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

Bidder's Name & Address:.....

NIT No.:.....

To

[WHPL's Name and Address]

Dear Sir/Madam,

To satisfy the requirements stipulated in the Bidding Document, 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].....

Sl. No	Particulars	Bidders home currency	Exchange rate used	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.			

Sealed and Signed

Note:

- 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 for that financial year announced by the Royal Monetary Authority (RMA) of 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.
- Other income shall not be considered for calculation of Annual Turnover.



(2-Financial Details of Bidder: Net worth) (Not Applicable)

Bidder's Name & Address:.....

NIT No.:.....

To

[WHPL's Name and Address]

Dear Sir/Madam,

To satisfy the requirements stipulated in the Bidding Document, we provide the following details. We hereby confirm that net worth of our company as on the last day of the preceding financial year is not less than[indicate in %] ...of its paid-up share capital.

The Details are as under:

Sl.No	Description	As on last day of the preceding financial year (USD/BTN/INR)
1	Paid-up share capital	
2	Net Worth	
3	% of Net Worth to paid-up Share Capital	
4	Documentary evidence like audited financial statements for the last preceding financial year or in case audited results for the last Financial Year is not available certification of financial statements from a practicing Chartered Accountant etc. in support of above is enclosed at Appendix..... to this Form 6A	

Sealed and Signed

Note:

- Net worth shall be defined as:
= Paid up share capital
Add: Reserves net of losses
Subtract: Revaluation reserves
Subtract: Intangible Assets
Subtract: Miscellaneous expenditures to the extent not written off
- If the accounting currency of the Bidder is other than USD, they will convert relevant figures at the TT selling exchange rate as at the end of the relevant financial year or the last available exchange rate for that financial year announced by the Royal Monetary Authority (RMA) of 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.



(3-Financial Details of Bidder: Line of Credit)

Bidder's Name & Address:.....

NIT No.:.....

To

[WHPL's Name and Address]

Dear Sir/Madam,

To satisfy the requirements stipulated in the Bidding Document, we provide the following details. We hereby confirm that unutilised line of credit for fund based and non-fund based limits with cash & bank balances including fixed deposits of our company, duly certified by the bankers as on a date not earlier than 15 days prior to the date of bid opening, is not less than USD.....

We are also enclosing an original letter of authority to seek reference from our banks.

The details are as under:

Sl. No	Description	Amount in (USD/BTN/INR) 15 days prior to the date of bid opening
1	Sanctioned Line of credit Bank Guarantees Cash credit Letter of credit	
2	Utilised Line of credit Bank Guarantees Cash credit Letter of credit	
3	Unutilised Line of credit Bank Guarantees Cash credit Letter of credit	
4	Certificate from the Bankers in respect of unutilised Line of credit as above is enclosed at Appendix.....to this Form 6A	

Sealed and signed

Note:

- 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 (RMA) of 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.
- In case certificates from more than one bank are submitted, the certified unutilized limit shall be of the same date from all such banks.
- If the unutilised limits are in currency other than USD, the same shall be converted to USD at the exchange rate as on fifteen (15) days prior to the date of bid opening.



(4-Financial Details of Bidder: Comfort Letter)

Bidder's Name & Address:.....

NIT No.:.....

To

[WHPL's Name and Address]

Dear Sir/Madam,

Since the unutilised line of credit for fund based and non-fund based limits together with cash and bank balances including Fixed Deposits of our Company are not meeting the requirements of BDS a comfort letter from our Bankers unequivocally stating that in case the Bidder is awarded the Contract, the Bank would enhance Line of Credit for fund based and non-fund based limits to a level not less than the specified amounts, to us is enclosed at Appendix..... to this Form - 6A.

We further confirm that notwithstanding anything stated above, WHPL reserves the right to assess ours/ our subsidiaries / group companies' capabilities and capacity to perform the Contract, should the circumstances so warrant in the overall interest of WHPL in line with QR requirement specified in the BDS.

Sealed and Signed



Form 6B: Details of Financial Capacity Status

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

Bidder's Name & Address:.....

NIT No.:.....

To

[WHPL's Name and Address]

A	Orders in Hand	
i	Total value of Contracts	
ii	Value of work completed out of above value up to	
iii	Value of anticipated work to be done in the following Financial Years: a) b) c)	
B	Bidder's assessment of maximum negative cash flow (fund requirement) at any point of time between Notification of Award and completion of contract based on specified terms of payment and his expenditure plan for equipment being offered by Bidder for this package.	
C	Arrangement to meet the above fund requirement.	<u>Own Funds</u> <u>Credit</u> <u>Others</u> <u>Total</u>
D	Declaration by Bankers regarding:	
	i) Bank Guarantee Limits Sanctioned and unutilised as on (a date not later than 15 days prior to date of bid opening)	Enclosed at Appendix....
	ii) Over Draft Limits/Cash Credit Limits – Sanctioned and un-utilised as on (a date not later than 15 days prior to date of bid opening)	Enclosed at Appendix.....
	iii) Deferred payment limits	
	iv) Cash and Bank Balances including Fixed Deposits	
	v) Movable Property Hypothecation (Please state the present utilisation status also)	
	vi) Information regarding any current litigation in which the Bidder is involved, the parties concerned, the disputes and the disputed amount if any.	

Sealed and Signed



Note:

- All figures, to be stated in USD. The Bidder will convert figures if in currency other than USD at the TT selling exchange rate as at the end of the respective financial year or the last available exchange rate for the respective financial year announced by the Royal Monetary Authority (RMA) of 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.
- Continuation sheets of like size and format, may be used and annexed to this Form if required.



Form 6C: Details of Manufacturing and Testing Capabilities (Not Applicable)

Bidder's Name & Address:.....

NIT No.:.....

To

[WHPL's Name and Address]

We hereby confirm that we do not anticipate any change in ownership during proposed period of execution of the work (if such a change is anticipated, the scope and effect thereof shall be mentioned and the relevant document for the change of ownership shall be enclosed to Appendix..... to this Form 6C.

(1)	We have also furnished adequate detailed write up on :		
	(i) Design and Engineering Organisation and facilities/ capabilities.	:	Enclosed at Appendix.....to this Form 6C
	(ii) Manufacturing & Testing Organization and facilities available.	:	Enclosed at Appendix..... to this Form 6C
	(iii) Field Organisation and resources for erection, testing & commissioning etc.	:	Enclosed at Appendix.....to this Form 6C
	(iv) Quality Assurance Organisation and capabilities for Eng., manufacturing & field installation.	:	Enclosed at Appendix.....to this Form 6C
(2)	We hereby also furnish following additional details (if any).	:	

Sealed and Signed

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



Form 6D: Details of Manufacturing Capacities and Plant Loading (Not Applicable)

Bidder's Name & Address:.....

NIT No.:.....

To

[WHPL's Name and Address]

We hereby furnish below the details of our installed and manufacturing capacities and work in hand to establish spare capacity for completion of work under this Contract.

Sl. No.	Item	FY.....		FY.....		FY.....	
		Bidder's shop	Subcontractor's shop	Bidder's shop	Subcontractor's shop	Bidder's shop	Subcontractor's shop
A	Production Capacity as installed						
B	Firm Order in Hand up to (date of OBD)						
C	Balance Capacity Available						
D	Orders Expected						
E	Work Load Expected for this Contract						
F	Shortfall, if any						
G	Alternative arrangement to make up for this shortfall						

Sealed and Signed

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



Form 6E: Present Order Book Position(Not Applicable)

Bidder's Name & Address:.....

NIT No.:.....

To

[WHPL's Name and Address]

List of works under execution and their present status

Sl. No.	Owner/ Client	Scope of Work	Order Value	Date of Order	Schedule Time of Completion	Value of Outstanding Work	Completion of Supply		Completion of Erection, Testing & Commissioning		Reason for Delay (if any)
							Schedule	Actual/ Expected	Schedule	Actual/ Expected	

Sealed and Signed

Note:

- Continuation sheets of like size and format, may be used and annexed to this Form if required.
- Relevant documents/LOA/Orders to be furnished to justify the data above.



Form 6F: Past Performance Data

Bidder's Name & Address:.....

NIT No.:.....

To

[WHPL's Name and Address]

Details of similar Plant & Equipment Commissioned/ Supplied in last..... [insert number of years]..... years

Sl. No.	Owner/ Client	Scope of Work	Order Value	Date of Order	Completion of Supply		Completion of Erection, Testing & commissioning		Reason for Delay (if any)
					Schedule	Actual/ Expected	Schedule	Actual/ Expected	

Sealed and Signed

Note:

- Continuation sheets of like size and format, may be used and annexed to this Form if required.
- Relevant documents/LOA/Orders to be furnished to justify the data above.



Form 6G: Data regarding Key Personnel

Bidder's Name & Address:.....

NIT No.:.....

To

[WHPL's Name and Address]

The qualification and experience of key personnel proposed for administration and execution of the Contract at the Site are as follows:

S.No	Proposed Position	Name	Position Held since	Professional Qualification	Experience in relevant Field	Any other Information

Sealed and Signed**Note:**

- Please furnish the complete Site organization chart proposed to be set up for execution of the Contract.
- Continuation sheets of like size and format, may be used and annexed to this Form if required.



Form 7: Manufacturer's Authorization Form(Not Applicable)

[Applicable only if the bidder himself is not the manufacturer for the equipment to be supplied under the NIT]

[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

[WHPL's Name and Address]

WHEREAS

We..... [insert complete name of the Manufacturer]....., are official manufacturers of..... [insert type of Plants & Equipment 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 Plants & Equipment, manufactured by us, namely.....[insert name and/or brief description of the Plants & Equipment]....., and subsequently to negotiate and sign the Contract.

We hereby extend our full guarantee and warranty in accordance with the General Conditions of the Contract, with respect to the Plants & Equipment offered by the above firm and we shall be jointly and severally responsible to WHPL for performance of the Contract and for providing post Commissioning after-sales service for the offered equipment.

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 8: Form establishing eligible Facilities

NIT No.:.....

Bidder's Name & Address:

.....

To

[WHPL's Name and Address]

Bidder to attach documentary evidence establishing in accordance with clause no. 1.k. of the Bid Submission Form that the Facilities offered are from eligible Facilities and conform to the Bidding Documents.

Sealed and Signed



Form 9: List of special maintenance tools and tackles(Not Applicable)

NIT No.:.....

Bidder's Name & Address:

.....

To

[WHPL's Name and Address]

Dear Sir,

We are furnishing below the list of special maintenance tools & tackles for various Plant and Equipment covered under the subject package. The prices for these tools & tackles are already included in the bid price. We further confirm that this list of special maintenance tools & tackles includes all the items specifically mentioned in the scope of supply & services covered in Section-VI (Technical Specification) of the Bidding Documents.

Notwithstanding what is stated above we further confirm that any additional special maintenance tools and tackles required for the Plant and Equipment supplied under this package shall be furnished by us at no extra cost to WHPL.

Sl.No	Description of Equipment	Description of Tools and Tackles	Unit	Quantity
-------	--------------------------	----------------------------------	------	----------

Sealed and Signed

Note: Continuation Sheets of like size and format may be used as per Bidder's requirement and shall be annexed to this Form



Form 10: Details of proposed Subcontractors

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

To
[WHPL's Name and Address]

Dear Sir,

The details of all items of services or supply which we propose to sublet, giving details of the name and nationality of the proposed Subcontractors for each item, are given below:

Sl.No	Details of Supply/Service	Unit	Quantity	Name, Address & Nationality of proposed Subcontractor
-------	---------------------------	------	----------	---

To satisfy the qualification requirements for subcontractors as stipulated in the Bidding Documents, we provide the following details:

Sl.No	Name of the Subcontractor	Technical Qualification Requirement	Financial Qualification Requirement
1	Subcontractor-1		
2	Subcontractor-2		

Sealed and Signed

Note:

1. Continuation Sheets of like size and format may be used as per Bidder's requirement and shall be annexed to this Form.
2. In case WHPL has specified the items of works and supplies to be sub contracted to specified Subcontractors if any, the Bidders to select the Subcontractors for those items only from those mentioned by WHPL.

Bidder shall attach letters of confirmation from the Subcontractors so as to confirm their participation.



Form 11: Affidavit/ Self-declaration Regarding Eligibility of Bidders
(To be executed on non-judicial stamp paper)

I,.....[insert the name and designation of the signatory]..... 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;
- b) Have not been found guilty of professional misconduct by any competent authority as per law;
- 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;
- d) Havenot been declared by WHPL to be ineligible for participation in tenders on account of any fraud and/or corruption in competing or executing a Contract;
- 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 companyhas not suspended business or is not 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 12: 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 thisday of.....year and between M/s..... a company incorporated under the and having its Registered Office at..... (hereinafter 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 procurement of by Wangchhu Hydroelectric Power Limited incorporated under the Companies Act of 2000 of the kingdom of Bhutan having its Registered Office at (hereinafter called WHPL).

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 WHPL 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 WHPL for the successful performance of the Contract and shall be fully responsible for the supply of Plant and Equipment 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 WHPL 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 WHPL suffers any loss or damage on account of any breach in the Contract or any shortfall in the performance of the Plant and 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 WHPL, on its demand without any demur. It shall not be necessary or obligatory for WHPL 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 WHPL, 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 WHPL.

10. This Joint Venture agreement shall be construed and interpreted in accordance with the laws of.....(insert the 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 WHPL in the forms acceptable to WHPL 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 WHPL.

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.

1 For lead Member
(Signature of authorised representative)
Signature
Name
Designation

2 For other Member



(Signature of authorised representative)
Signature
Name
Designation

WITNESSES:

1.....
(Signature)
Name
Official Address.....

2.
(Signature)
Name
Official Address.....



Form 13A: Deviation Schedule of Technical Bid

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

To
[WHPL'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 procurement of..... *[insert brief description of package]*..... 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 work shall be performed as per specifications and conditions of the Bidding Documents without any extra cost to WHPL, 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, and shall not be given effect to.

Section / Clause No.	Page No.	Statement of Deviations

Sealed and Signed

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



Form 13B: Deviation Schedule of Financial Bid

[The deviation mentioned in the schedule shall be the same deviation as mentioned in Form 13 A and submitted along with technical bid. Additionally, only the cost of withdrawal, if any, shall be mentioned against each deviation]

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

To
[WHPL'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 procurement of..... [insert brief description of package]... .. 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 work shall be performed as per specifications and conditions of the Bidding Documents without any extra cost to WHPL, 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

Sealed and Signed

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



Form 14: Details in respect of local representation (Not Applicable)

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

To
[WHPL's Name and Address]

Dear Sir,

We furnish below the following information in respect of our local agent:

- (i) Name and address of the local agent
-
.....
.....
.....
- (ii) Services to be rendered by the local agent
-
.....
.....
.....

Seaed and Signed



Form 15: Schedule of erection tools and plant(Not Applicable)

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

To
[WHPL's Name and Address]

Dear Sir,

We indicate herein below the erection tools & plant we have in our possession and the tools & plant we propose to bring to Site, in case the Contract is awarded to us.

Sl.No	Description of tools and plant	Number the Bidder has in possession	Number the Bidder proposes to bring to the Site
-------	--------------------------------	-------------------------------------	---

We hereby confirm that the quantity and type of tools and plant that we will deploy for erection / commissioning and material handling will not be less than those listed above. Further, the actual deployment at Site shall not be limited to above and additional tools and plants, if any, required to meet the work schedule specified in the Bidding Documents shall be mobilised by us, without any extra cost to WHPL. Our proposed erection tools and plants utilisation plan indicating utilisation dates and time duration of all major erection tools & plant placed on Site, is enclosed at Annexure..... to this Form.

Sealed and Signed

Note: Continuation Sheets of like size and format may be used as per Bidder's requirement and shall be annexed to this Form.



Form 16: Details of bought-out items [To be attached with the price Bid] (Not Applicable)

NIT No.:.....

Bidder's Name & Address:

.....

To
[WHPL's Name and Address]

Dear Sir,

We declare that the following are the details of Plant and Equipment including mandatory spares to be directly despatched from the works of Subcontractor to Site.

We further confirm that all taxes, duties and levies payable (including any local taxes in the Kingdom of Bhutan) on such transactions are already included in the prices indicated in Bid price. Further, any variations in taxes, duties and levies (including any local taxes in the Kingdom of Bhutan) on these transactions shall also be to our account and no claim whatsoever will be made by us in this respect.

Sl.No	Description of equipment/ material	Weight/Qty (Tonnes)/(Nos.)	*Value (in bid currency)
-------	------------------------------------	-------------------------------	-----------------------------

***Total**

Sealed and Signed

Note:

1. Continuation sheets of like size and format, may be used as per Bidder's requirement and shall be annexed to this Form.
2. @ strike off, if not applicable.
3. * Please state the currency and fill in the amounts in words and figures.
4. The above is applicable for supply of Plant and Equipment including spares sourced from Bhutan for which the bid price is included in Price Schedule 1B.



Form 17: Quality Assurance Program

NIT No.:.....

Bidder's Name & Address:

.....

To

[WHPL's Name and Address]

Dear Sir,

We hereby provide the necessary information on Quality Assurance Programme containing the overall Quality Management and procedures, which we propose to follow during various phases of execution of the Contract.

Sealed and Signed

Note: Continuation Sheets of like size and format may be used as per Bidder's requirement and shall be annexed to this Form.



Form 18: Milestone Schedule

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

To
[WHPL's Name and Address]

Dear Sir,

We declare that following program of furnishing, erecting, testing, commissioning and completion of facilities and FOR site delivery of all mandatory spares covered under the package shall be followed by us:

Sl.No	Area/ Description of Milestone	Duration in Months from LoA	
		Start	Finish
A.	Engineering		
	Basic Engineering		
	Detailed Engineering		
			
B.	Manufacturing & Supply		
	BOI Ordering completion		
	Manufacturing		
	Supply at Site		
C.	Equipment Erection & commissioning		
	Opening of site office & mobilization		
	Erection and commissioning of		
			
D.			
			
			
			

Sealed and Signed



Form 19: Additional Information (If any)

NIT No.:.....

Bidder's Name & Address:

.....

To

[WHPL's Name and Address]

Dear Sirs,

Sl.No	Description of Information	Reference to Bidding Documents	Reference to Bid
-------	----------------------------	--------------------------------	------------------

Sealed and Signed

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



Form 20A: Bid Submission Form for Technical Bid

Date:[insert date of Bid submission].....
Name of Contract:.....
NIT No.:
Alternative No.: [insert number, if this Bid is for an alternative].....

To: [WHPL's Name and Address]

Dear Sir,

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 design, manufacture, test, deliver, install, commission and Completion of Facilities under the above-named package in full conformity with the said Bidding Documents.

We have read the General Conditions of Contract and Instruction to Bidder and understood the obligations of the Contractor 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.

1. 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. 18:

- a. 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;
- b. A certificate regarding acceptance of important conditions of the Bidding Documents in accordance with Form 2 of Section VIIA of the Bidding Documents. As required, the certificate has been furnished in the envelope containing the Technical Bid;
- c. Integrity Pact Statement in accordance with Form 3 of Section VIIA of the Bidding Documents. As required, it has been furnished in a separate sealed envelope containing the Bid Security;
- d. Self-attested latest **Tax Clearance Certificate** from the tax authority of our country to confirm that we are tax compliant in our country of incorporation;
- e. Valid CDB registration certificate (for Bhutanese Bidders);
- f. Deviations, if any, from the terms, conditions and technical specifications of the Bidding Documents, in accordance with Form 13A of Section VIIA the Bidding Documents;
- g. Bidder's Information Form, in accordance with Form 4 of Section VIIA of the Bidding Document, including Certificate of Incorporation in case of companies or any other certificate as an evidence of a legal entity;



- h. A Power of Attorney, in accordance with Form 5 of Section VIIA of the Bidding Documents;
 - i. Details and documentary evidence in accordance with Form 6A to 6H of Section VIIA of the Bidding Documents;
 - j. Manufacturer's Authorization Form in accordance with Form 7 of Section VIIA of the Bidding Documents if applicable;
 - k. Documentary evidence of the eligibility and conformity of the Facilities in accordance with Form 8 Section VIIA of the Bidding Documents;
 - l. Details regarding Special Maintenance Tools and Tackles in accordance with Form 9 of Section VIIA of the Bidding Documents;
 - m. Details of all major items of supply or services along with name and nationality of the proposed Subcontractor, including vendor, for each of those items in accordance with Form 10 of Section VIIA of the Bidding Documents;
 - n. An Affidavit in accordance with Form 11 of Section VIIA of the Bidding Documents;
 - o. A copy of the agreement entered into by the joint venture members in accordance with Form 12 of Section VIIA of the Bidding Documents, if applicable;
 - p. Details of local representation in Bhutan, in accordance with Form 14 of Section VIIA of the Bidding Documents;
 - q. Details regarding the overall quality management & procedures to be followed during various phases of execution of the Contract in accordance with Form 17 of Section VIIA of the Bidding Documents;
 - r. Milestone schedule showing the timing and sequence of all key activities necessary for successful completion of Contract in accordance with Form 18 of Section VIIA of the Bidding Documents;
 - s. Any other additional information/ document considered relevant to the Bid in accordance with Form 18 of Section VIIA of the Bidding Documents;
 - t. Declaration on guaranteed parameters & demonstration parameters, technical drawings & documentations, as specified in relevant part of SECTION VI – TECHNICAL SPECIFICATIONS.
2. We further declare that additional conditions, variations, deviations, if any, found in the proposal other than those listed in Form 13A of Section VIIA, save those pertaining to any rebates offered, shall not be given effect to.
 3. We undertake, if our Bid is accepted, to commence work on the Facilities immediately upon your Notification of Award to us and to achieve Completion of Facilities and conduct Guarantee Tests within the time specified in the Bidding Documents.



4. If our bid is accepted, we undertake to provide Advance Payment Security and Contract Performance Securities in the form and amounts and within the times specified in the Bidding Documents.
5. We agree to abide by this Bid till *[insert date as mentioned in BDS]* and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period. Further, the prices of recommended spares contained in our Bid shall remain valid for a period of 6 months after placement of Notification of Award for main equipment and mandatory spares.
6. Until a formal Contract is prepared and executed between us, this Bid, together with your written acceptance thereof in the form of your Notification of Award shall constitute a binding Contract between us.
7. We understand that you are not bound to accept the lowest or any other Bid you may receive.
8. 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

Sealed and Signed



Form 20B: Bid Submission Form for Financial Bid

Date: [insert date of Bid submission].....
Name of Contract:.....
NIT No.:
Alternative No.: [insert number, if this Bid is for an alternative].....

To: [WHPL'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 design, manufacture, test, deliver, install, commission and Completion of Facilities 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: Grand Summary) of:

.....(A
mount in Foreign Currency in Words and Figures)

and

.....(A
mount 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. 18:
- a. The Form 13A of Section VII 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 in Form 13 B of Section VII A of the Bidding Documents;
 - b. List of Erection Tools and Plant which we propose to bring to Site in accordance with Form 15 of Section VIIA of the Bidding Documents;
 - c. Details of bought-out items which are to be directly despatched by Subcontractors to the Site in accordance with Form 16 of Section VIIA of the Bidding Documents.
3. In line with the requirements of the Bidding Documents, we enclose herewith the following Price Schedules, duly filled-in as per your pro-forma in envelop III--- as part of our financial Bid.

3.1. Schedules:

Price Schedule	:	Grand Summary (Price Schedule Nos. 1 to 3)
Price Schedule No.1A	:	FOB Price for Plant and Equipment including Type Tests charges and Mandatory Spares to be supplied from from third countries.



Price Schedule No. 1B	:	Ex- works price for Plant and Equipment including Type Tests charges and Mandatory Spares manufactured within the Kingdom of Bhutan.
Price Schedule No.1C	:	Ex-works price for Plant and Equipment including Type Tests charges and Mandatory Spares manufactured within India.
Price Schedule No.2A	:	Ocean Freight and Marine Insurance Charges
Price Schedule No.2B	:	Local Transportation including Port Handling, Port Clearance and Port Charges, Inland Transit Insurance and other local costs incidental to delivery of Plant & Equipment and Mandatory Spares.
Price Schedule No.3	:	Installation Services including insurance (other than inland transit insurance) and Civil works price components.
Price Schedule No.4	:	Taxes and Duties, in respect of direct transaction between Bidder and WHPL, not included in the Bid Price, other than on the Plant and Equipment included in Price Schedule 1A, 1B and 1C.
Price Schedule No.5	:	Cost of Recommended Spare Parts including Local Transportation charges, e.g. inland transit insurance and port charges etc. for such recommended spares.
Price Schedule No.6	:	Break up of Type Tests charges for Plant and Equipment offered in price Schedule 1A, 1B and 1C.

- 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 as specified in the GCC.15.2, prices quoted by us in the Price Schedules shall be subject to adjustment in accordance with Appendix-2 to the Contract Agreement.
- 3.4. We understand that in the price schedule, where there is a discrepancy between the product of unit price and quantity for any item, and the total price for such item, the product of unit price and quantity will prevail and the total price shall be corrected unless in the opinion of WHPL, 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. We further understand that 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. Similarly, in case of any discrepancies between words and figure, 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. We understand that Bids will be corrected for the rates of taxes & duties in case of wrong rates taken by us. For the purpose of bid comparison and evaluation, the rates of taxes & duties in force as on thirty (30) days prior to the deadline of submission of Bids would be considered, only in respect to direct transactions.



- 3.5. We declare that prices left blank in the Schedules shall be treated as zero for the purpose of evaluation & comparison and award (if such Bidder emerges as the lowest evaluated Bidder), with the assumption that the cost have been absorbed elsewhere in the Price Bid. In case prices for some items are given as lump sum where unit rates are required, WHPL shall reserve the right to arrive at unit rate on the basis of dividing the entered lump sum amount by the specified quantity.
4. We confirm that except as otherwise specifically provided in the sub-clauses below, our Bid Prices include all taxes, duties, levies and charges as may be assessed on us, our Subcontractor, our assignee/ agent, or their employees by all municipal, state or national government authorities in connection with the Facilities in and outside of the Kingdom of Bhutan.

We also confirm that all taxes, duties and levies whether assessable on you or us and/or payable by you or us on bought out items are included in our bid price.

- 4.1. We understand that notwithstanding clause 4 above, you shall bear and promptly pay/reimburse all customs and import duties, if imposed or to be imposed in future, by the Kingdom of Bhutan (when the Plant and Equipment are cleared from the port of entry in India), on the Plant and Equipment including mandatory spares supplied from third countries (other than India) and specified in Price Schedule No. 1A (and on recommended spare parts to be supplied from third countries (other than India) and specified in Price Schedule No. 5, when awarded) and that are to be incorporated into the Facilities. However, we understand that if we choose to ship the Plant and Equipment in Shipper's Containers, then the custom duty levied on the cost of empty Containers shall not be borne by you and shall be borne and payable/ reimbursable by us.
- 4.2. We further understand that notwithstanding Clause 4 above, you shall also bear and pay/reimburse to us/our Assignee (if applicable, in case of foreign bidder) any taxes levied by the Kingdom of Bhutan in respect of direct transactions between you and us/our Assignee (if applicable, in case of foreign bidder), if imposed on the Plant and Equipment including Mandatory Spares manufactured within the Kingdom of Bhutan, and specified in Price Schedule No. 1B (and also on locally supplied Recommended Spares quoted in Price Schedule No. 5, if awarded) to be incorporated in the Facilities.

100% of applicable Taxes and Duties (other than the custom duty payable as in 4.1 and 4.2 above) which are payable by WHPL under the Contract shall be reimbursed by WHPL to us after receipt of equipment/spares at site and on production of satisfactory documentary evidence by us.

- 4.3. We confirm that we (or our Assignee, if applicable in case of Foreign Bidders as per para 5.1 below) shall get registered with the concerned Department of Revenue and Customs.
- 4.4. We confirm that all taxes, duties and levies in respect of all components, equipment and material to be despatched directly from the Subcontractor's works to the Site irrespective of the fact whether such taxes, duties & levies are assessable and chargeable on us or on you, shall be to our account and no separate claim in this regard will be entertained by you. We understand and confirm that you shall be entitled to deduct any taxes, if applicable, in respect of directly despatched bought out items from our payments. We confirm that all such taxes, duties and levies are included in our bid price. However, you will issue requisite Sales Tax declaration forms in respect of such bought out items, on production of documentary evidence of registration with the concerned Department of



Revenue and Customs. The minimum value of such items is indicated in Form 16 of Section VIIA.

- 4.5. We confirm that all taxes, duties and levies on the materials incorporated in installation Services including those on Civil and allied works, Sales Tax on works contract, Tax in respect of Civil and Allied works (if any), service tax on installation and commissioning (if any), shall be borne by us and no separate payment on these account shall be made by you. We confirm that levies on Works Contract if any shall be to our account and no separate claim in this regard will be entertained by the Employer.

We confirm that same is included in our Bid Price.

5. We further declare that additional conditions, variations, deviations, if any, found in the proposal other than those listed in Form 13B of Section VIIA, save those pertaining to any rebates offered, shall not be given effect to.
6. We undertake, if our Bid is accepted, to commence work on the Facilities immediately upon your Notification of Award to us and to achieve Completion of Facilities and conduct Guarantee Tests within the time specified in the Bidding Documents.
7. If our bid is accepted, we undertake to provide Advance Payment Security and Contract Performance Securities in the form and amounts and within the times specified in the Bidding Documents.
8. We agree to abide by this Bid till [insert date as mentioned in BDS]..... and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period. [Insert if applicable]Further, the prices of recommended spares contained in our Bid shall remain valid for a period of 6 months after placement of Notification of Award for main equipment and mandatory spares.
9. 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/NU 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(RMA) of the Kingdom of Bhutan (www.rma.org.bt), and such remuneration shall not be subject to any escalation or any further exchange rate variation.

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



11. We understand that you are not bound to accept the lowest or any other Bid you may receive.
12. 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

Sealed and Signed



Form 21: Price Schedules/Bill of Quantities

SN	Description of work	Unit	Qty	Rate (BTN/INR)		Amount
				In Words	In Figure	
1	Engineering services for Planning, designing and preparation of good for construction drawing etc complete	LS	1			
2	Excavation including loading, unloading, disposal and dressing of excavated earth within initial lead of 50m and lift up to 1.5m in dry or moist including dressing of excavated area, dewatering wherever required complete in all respect loose					
	a) Rock Excavation	m ³	251.0			
3	Form Work including propping etc. complete (to achieve finish F 2 for Abutment, Retaining wall and open faces of construction joints etc complete.	Sqm	400.0			
4	Plain Cement concrete M-15 (using 200 kg cement) well mixed and laid in position complete including all construction materials including curing and finishing having well graded crusher broken stone aggregate of maximum size upto 20mm size for PCC Below Raft, Main Abutment Body. PCC Below Approach Slab and filling etc complete.	m ³	200.0			



SN	Description of work	Unit	Qty	Rate (BTN/INR)		Amount
				In Words	In Figure	
5	Reinforced Cement concrete nominal mix M-30 (using 320 kg cement) well mixed and laid in position complete including all leads of all construction materials including curing and finishing having well graded crusher broken stone aggregate of maximum size upto 20 mm for Abutment Raft, Abutment pedestral slab, Dirt Wall, Approach Slab and Pedestal Concrete etc.	m ³	650.0			
6	Cement variation for concrete	kg	4160.0			
7	Supplying of M.S. reionforcement (Fe500) including labour charges for bending binding and placing in position all reinforcement as per drawing including cost of binding wire and all leads and lifts using.Tor or ribbed bars (IS :1786-1985)	MT	11.0			
8	Supplying, fitting and fixing in position true to line and level POT-PTFE bearing (3 fixed + 3 Free) (600x500x150 mm) complete as per IRC:83 (Part-III) for bridges and IS 12892 for general structural use and as per Bridge Code including all accessories as per drawing and Technical SpecificationsPot Bearings	No.	4			
9	Structural steel work riveted, bolted or welded in built up sections, trusses and framed work, including cutting, hoisting, fixing in position and applying a priming	MT	200			



SN	Description of work	Unit	Qty	Rate (BTN/INR)		Amount
				In Words	In Figure	
	coat of approved steel primer all complete. For steel bridge truss,stringers braceing girders and other parts of bridge etc.					
10	Providing and fixing chequered palte (10 mm) including all labor, freight fixing bolts, welding etc complete as per requirement of technical specification and drawing etc.	MT	20			
11	Providing and laying Granular Backfill including watering, compaction etc complete as per requirement of technical specification and drawing etc.	m ³	30.0			
	Total Amount					

Sealed and Signed

Note: The price schedule is indicative only.



Form 22: Price Adjustment Data (Not Applicable)

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

To

[WHPL's Name and Address]

Dear Sirs,

We hereby furnish the relevant details pertaining to the price adjustment provisions in your specifications and documents.

1. @ Ex-Works / FOB Equipment price component (Excluding Mandatory Spares)

Bidder to indicate separate indices for each currency.

* Name of the currency of Bid Price:

Sl. No.	Item	Value of co-efficient	Name of published index and its origin	Value of indices as on 30 days prior to date set for Opening of Technical bids.
	Material			
	Labour			

@ Use separate pages for Ex-Works/FOB Price component

2. Erection Price Component

- a. Domestic Labour:

The published index used for domestic labour is

.....

The value of the above index as on 30 days prior to the date set for opening bids is

.....

- b. **Expatriate Labour

The published index used for expatriate labour is

.....

The value of the above index as on 30 days prior to the date set for opening bids is.....

is.....

Sealed and Signed

Note:

1. Bidders shall note that it is mandatory to furnish the values of various indices and name, source & origin of the published indices, wherever called for in the bidding document. Bidders are also required to mention whether the indices are monthly average, weekly average or as applicable.
2. We agree to provide you with a complete breakup of our bid price to enable operation of the Price Adjustment Clause for Ex-factory, Erection Price Components.

* Continuation sheets of like size & format shall be used, if required, in case number of currencies is more than one.

** Continuation sheets of like size and format may be used, if countries of origin of expatriate labour are more than one



SECTION VIIB - CONTRACT FORMS

(Form No. 23 to Form No. 32)

Applicable Forms from this Contract Forms section will either be submitted by the successful Bidder or by WHPL, post award of Contract.



Form 23A: Notification of Award of Contract for Supply of Plant and Equipment

(This form shall apply mutatis-mutandis for the First Contract)

Note: Instructions indicated in italics in this Notification of Award are to be taken care of by the issuing authority.

Ref No:

Date:

.....
... Contractor's Name & Address.....

.....
Attn: Mr

Sub: Notification of Award of Contract for Supply of..... (Package Name)..... as per Bid Document No.....

Dear Sir,

1. This has reference to the following :

- a. Our Tender Notice No.dated.....
 - b. Bidding Documents for the subject package comprising the following :
 - i.(List out all the Sections/Volumes of the Bidding Documents along with Tender Drawings etc. as uploaded on the website).....
 - ii. Errata/Amendment No..... to..... (Name of Section/Volume of the Bidding Documents to which Errata/Amendment pertains).....Applicable only if any Errata/Amendment to the Bidding Documents has been issued subsequently)
 - c. Clarifications furnished on the Bidding Documents vide our letter no..... dated..... (Applicable only if any clarification to the Bidding Documents has been issued subsequently)
- Include as further sub-paragraphs any other correspondence made to the bidder after issuance of bidding documents up to the date of bid opening.***
- d. Your Proposal for the subject package submitted vide your letter No. dated..... and its modification vide letter no..... dated (Delete if not applicable).
 - e. Our Fax message/letter No. Dated..... regarding extension of validity of bid and that of the Bank Guarantee towards Bid Security. (Applicable only if any extension has been sought subsequently)
(Include as further sub-paragraphs any other correspondence made to or by the bidder after bid opening)
 - f. Our Fax message/letter No. dated.....inviting you for post bid discussions.
 - g. Post bid discussions and meetings we had with you from to resulting into the following

h. Minutes of Meeting enclosed herein with this Notification of Award:



- i. Minutes of Meeting regarding Commercial issues (APPENDIX -)
 - ii. Minutes of Meeting on Technical issues (APPENDIX -)
 - iii. Minutes of Meeting regarding Work Schedule (APPENDIX -)
 - iv. Minutes of Meeting regarding Quality Assurance Aspects (APPENDIX -)
2. We confirm having accepted your proposal submitted vide letter no. dated and its modification vide letter no..... dated (Delete if not applicable) read in conjunction with all the specifications, terms & conditions of the Bidding Documents, Your subsequent letters (Use if relevant) and agreed Minutes of Meeting referred to in para 1.0 above and award on you the Contract for the scope of work covering (Indicate Scope of Work)..... of..... (Name of Package)for (Name of project)..... as per Specification No. :..... (hereinafter referred to as the 'FirstContract').
3. We have also notified you vide our Notification of Award No. dated..... for award of 'Second Contract' on you for the work of (Indicate brief scope of work)for(Name of Package)as per Bid Document No..... (hereinafter referred to as the 'Second Contract'). You shall also be fully responsible for the works to be executed under the 'Second Contract' and it is expressly understood and agreed by you that any breach under the 'Second Contract' and shall automatically be deemed as a breach of this 'First Contract' and vice-versa and any such breach or occurrence or default giving us a right to terminate the 'Second Contract' and/or recover damages thereunder, shall give us an absolute right to terminate this Contract and/or recover damages under this 'First Contract' as well and vice-versa. However, such breach or default or occurrence in the 'Second Contract' shall not automatically relieve you of any of your responsibility/obligations under this 'First Contract'. It is also expressly understood and agreed by you that the equipment/materials to be supplied by you under this 'First Contract' when installed and commissioned under the 'Second Contract' shall give satisfactory performance in accordance with the provisions of the Contract.

* To be modified suitably.

4. The total Contract Price for the entire scope of work under the Contract shall be.....(Specify the amount and currency)..... as per the following break up

i.	Ex- works price/place of despatch price/CIF price (Use as applicable)for Main Equipment	
ii.	Ex- works price/place of despatch price/CIF price (Use as applicable)for Spares	
iii.	Type Test Charges	
TOTAL (i + ii + iii)		
(.....(Specify the total amount in words and currency).....)		



5. You shall prepare and finalise the Contract Documents for signing of the formal Contract Agreement and shall enter into the Contract Agreement with us, as per the proforma enclosed with the Bidding Documents, on non-judicial stamp paper of appropriate value within.....(Specify).....days from the date of this Notification of Award.
6. This Notification of Award is being issued to you in duplicate. We request you to return its duplicate copy duly signed and stamped on each page including all the enclosed Appendices, by the authorised signatory of your company as a proof of your acknowledgement and confirmation.

Please take the necessary action to commence the work and confirm action.

Yours faithfully,
for and on behalf of

.....(*Name of the Purchaser*).....

(Authorised Signatory)

Encl: As above.



Form 23B: Notification of Award of Contract for Installation of Plant and Equipment

Note: Instructions indicated in italics in this Notification of Award are to be taken care of by the issuing authority.

Ref No:

Date:

.....
... Contractor's Name & Address.....
.....

Attn: Mr

Sub: Notification of Award of Contract for Inland Transportation, Installation, Testing, Commissioning and conducting Guarantee tests of.....(Package Name)..... as per Bid Document No.....

Dear Sir,

1. This has reference to the following :

- a. Our Tender Notice No.dated.....
- b. Bidding Documents for the subject package comprising the following :
 - i.(List out all the Sections of the Bidding Documents along with Tender Drawings etc. as uploaded on the website).....
 - ii. Errata/Amendment No..... to..... (Name of Section of the Bidding Documents to which Errata/Amendment pertains).....(Applicable only if any Errata/Amendment to the Bidding Documents has been issued subsequently)
- c. Clarifications furnished on the Bidding Documents vide our letter no..... dated (Applicable only if any clarification to the Bidding Documents has been issued subsequently)

Include as further sub-paragraphs any other correspondence made to the bidder after issuance of bidding documents up to the date of bid opening

- d. Your Proposal for the subject package submitted vide your letter No. dated..... and its modification vide letter no..... dated (Delete if not applicable).
- e. Our Fax message/letter No. dated..... regarding extension of validity of bid and that of the Bank Guarantee towards Bid Security. (Applicable only if any extension has been sought subsequently)
(Include as further sub-paragraphs any other correspondence made to or by the bidder after bid opening)
- f. Our Fax message/letter No. dated.....inviting you for post bid discussions.



g. Post bid discussions and meetings we had with you from to resulting into the following.

- h. Minutes of Meeting enclosed herein with this Notification of Award:
- i. Minutes of Meeting regarding Commercial issues (APPENDIX -)
 - ii. Minutes of Meeting on Technical issues (APPENDIX -)
 - iii. Minutes of Meeting regarding Work Schedule (APPENDIX -)
 - iv. Minutes of Meeting regarding Quality Assurance Aspects (APPENDIX -)

2. We confirm having accepted your proposal submitted vide letter no. dated and its modification vide letter no..... dated (Delete if not applicable) read in conjunction with all the specifications, terms & conditions of the Bidding Documents, Your subsequent letters (Use if relevant) and agreed Minutes of Meeting referred to in para 1.0 above and award on you the Contract for the work of(Indicate brief Scope of Work)..... of..... (Name of Package)for (Name of project)..... as per Specification No. :..... (hereinafter referred to as the 'Second Contract').

3. We have also notified you vide our Notification of Award No. dated..... for award of 'First Contract'..... (Indicate brief scope of work of the First Contract)for(Name of Package)for(Name of Project)as per Bid Document No..... (hereinafter referred to as the 'First Contract'). You shall also be fully responsible for the works to be executed under the 'First Contract' and it is expressly understood and agreed by you that any breach under the 'First Contract' shall automatically be deemed as a breach of this 'Second Contract' and vice-versa and any such breach or occurrence or default giving us a right to terminate the 'First Contract' and/or recover damages thereunder, shall give us an absolute right to terminate this Contract and/or recover damages under this 'Second Contract' as well and vice-versa. However, such breach or default or occurrence in the 'First Contract' shall not automatically relieve you of any of your responsibility/obligations under this 'Second Contract'. It is also expressly understood and agreed by you that the Equipment/ Materials to be supplied by you under 'First Contract' when installed and commissioned under this 'Second Contract' shall give satisfactory performance in accordance with the provisions of the Contract.

* To be modified suitably.

4. The total Contract Price for the entire scope of electrical erection work under the Contract shall be.....(Specify the amount and currency)..... as per the following break up.

i.	Inland transportation and inland transit insurance charges including port clearance, port handling and port charges (Delete if not applicable)for Main Equipment	
ii.	Inland transportation and inland transit insurance charges including port clearance, port handling and port charges (Delete if not applicable)for Spares	
iii.	Unloading, storage and handling at Site, storage, erection, insurance, testing,	



	commissioning and conducting Guarantee tests and all other services as per the Contract Documents.	
TOTAL (i + ii + iii)		
(..... (Specify the total amount in words))		

5. You shall prepare and finalise the Contract Documents for signing of the formal Contract Agreement and shall enter into the Contract Agreement with us, as per the proforma enclosed with the Bidding Documents, on non-judicial stamp paper of appropriate value within.....(Specify).....days from the date of this Notification of Award.
6. This Notification of Award is being issued to you in duplicate. We request you to return its duplicate copy duly signed and stamped on each page including all the enclosed Appendices, by the authorised signatory of your company as a proof of your acknowledgement and confirmation.

Please take the necessary action to commence the work and confirm action.

Yours faithfully,
for and on behalf of

.....(Name of the Purchaser).....

(Authorised Signatory)

Encl: As above.



Form 24: Contract Agreement

THIS CONTRACT AGREEMENT is made theday of, 20.....

BETWEEN

Wangchhu Hydroelectric Power Limited (WHPL), a corporation incorporated under the laws of Kingdom of Bhutan and having its Registered office at(hereinafter referred to as the “WHPL” or “the Purchaser”) which expression, unless repugnant to the context shall include its successors and permitted assigns OF THE FIRST PART,

and

..... **[Name of Contractor]**....., a company incorporated under the laws of[country of Contractor]..... and having its principal place of business at[address of Contractor]..... (hereinafter called “the Contractor”) which expression shall include its successors and permitted assigns OF THE SECOND PART.

WHEREAS the Purchaser desires to engage the Contractor to design, manufacture, test, deliver, install, complete and commission and conduct guarantee tests of certain Facilities,viz.[list of works] (“the Facilities”) and the Contractor have agreed to such engagement upon and subject to the terms and conditions hereinafter appearing.

NOW IT IS HEREBY AGREED as follows:

Article1. Contract Documents

1.1. Contract Documents (Refer GCC.2)

The following documents shall constitute the Contract between the Purchaser and the Contractor, and each shall be read and construed as an integral part of the Contract:

- a. This Contract Agreement and the Appendices hereto
- b. Notification of Award including all documents referred to therein
- c. Special Conditions of Contract
- d. General Conditions of Contract
- e. Technical Specifications and Drawings
- f. Bid Form and Price Schedules and Forms(Section VIIA and Section VIIB)submitted by the Contractor

1.2. Order of Precedence (ReferGCC.2.1)

In the event of any ambiguity or conflict between the Contract Documents listed above, the order of precedence shall be the order in which the Contract Documents are listed in Article 1.1 (Contract Documents) above

1.3. Definitions (Refer GCC.1)

Capitalized words and phrases used herein shall have the same meanings as are ascribed to them in the General Conditions of Contract.

Article2. Contract Price and Terms of Payment

2.1. Contract Price (ReferGCC.15)



The Purchaser hereby agrees to pay to the Contractor the Contract Price in consideration of the performance by the Contractor of its obligations hereunder. The Contract Price shall be the aggregate of [amount in foreign currency in words].....,[amount in figures]....., and [amount in local currency in words].....,[amount in figures].....or such other sums as may be determined in accordance with the terms and conditions of the Contract.

2.2. Terms of Payment (ReferGCC.16)

The terms and procedures of payment according to which the Purchaser will reimburse the Contractor are given in Appendix 1 (Terms and Procedures of Payment) hereto.

Article3. Effective Date for determining Time for Completion

3.1. Effective Date (Refer GCC.1)

The Time of Completion of the Works shall be determined from the date of Notification of Award provided all of the following conditions have been fulfilled within a period of two (2) months from the date of said Notification of Award.

- a. This Contract Agreement has been duly executed for and on behalf of the Purchaser and the Contractor;
- b. The Contractor has submitted to the Purchaser the performance security, and the advance payment guarantee;
- c. The Purchaser has paid the Contractor the initial advance payment.

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

3.2. If the conditions listed under 3.1 are not fulfilled within two (2) months from the date of Notification of Award because of reasons attributable to the Purchaser, 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 Time for Completion and/or other relevant conditions of the Contract.

3.3. However, if any of the conditions listed under 3.1 above are not fulfilled within two (2) months from the date of Notification of Award because of the reasons attributable to the Contractor, the Contract will become effective from the date of Notification of Award. In this case, contract Price and/or time of completion shall not be adjusted.

3.4. It is expressly understood and agreed by and between the Contractor and the Purchaser that the Purchaser is entering into this Agreement solely on its own behalf and not on behalf of any other person or entity. In particular it is expressly understood and agreed that the Government is not a party to this Agreement and has no liabilities, obligations or rights hereunder. It is expressly understood and agreed that the Purchaser is an Independent legal entity with power and authority to enter into contracts solely on its own behalf under the applicable laws of Bhutan and the general principles of Contract Law. The Contractor expressly agrees, acknowledges and understands that the Purchaser is not an Agent, Representative or Delegate of the Government. It is further understood and agreed that the Royal



TERMS AND PROCEDURES OF PAYMENT

(WHPL to alter the terms of payment in specific cases before issue of the bid documents with the approval of competent authority)

In accordance with the provisions of GCC.16, the Purchaser shall pay the Contractor in the following manner and at the following times, on the basis of the price break down given in the Price Schedules. Payments will be made in the currencies quoted by the Bidder unless otherwise agreed between the parties. Application for payments in respect of part deliveries may be made by the Contractor as work proceeds.

TERMS OF PAYMENT

1. **Plant and Equipment (excluding Mandatory Spares) quoted on CIF (Place of delivery) basis (Price Schedule No. 1A)**

In respect of Plant and Equipment (excluding mandatory spares) supplied from abroad the following payments shall be made: -

For FOB Price Component of Plant and Equipment: (excluding mandatory spares)

- 1.1. Ten percent (10%) of the total FOB price components as Initial Advance Payment on:
 - a) Notification of Award(s) and Signing of the Contract Agreement(s).
 - b) Submission of an unconditional Bank Guarantee covering the advance amount which shall be initially kept valid up to thirty (30) days beyond the schedule date of completion of Facilities under the package. However, in case of delay in completion of Facilities, the validity of this Bank Guarantee shall be extended by the period of such delay. Proforma of Bank Guarantee is enclosed in Form 26 of Section VIIB.
 - c) Submission by the main Contractor of an unconditional Bank Guarantee(s) towards the Performance Security(s) in respect of all the Contracts (including the Contracts entered into with the Contractor's assignee if applicable in case of foreign Contractor), and submission by the assignee (if applicable in case of foreign Contractor) of unconditional Bank Guarantee(s) towards the Performance Security(s) in respect of the Contract(s) entered into with the assignee, all initially valid up to thirty (30) days after the end of the Defects Liability Period of all the Plant and Equipment covered under the Contract. The proforma of Bank Guarantee is enclosed in Form 25 of Section VIIB.
 - d) Submission of a detailed PERT network based on the work schedule stipulated in Appendix-4 to the Contract Agreement and its approval by WHPL.
- 1.2. Sixty percent (60%) of FOB price component of the Contract Price for each identified Plant and Equipment upon despatch of Plant and Equipment from manufacturer's works on pro-rata basis on production of invoices and satisfactory evidence of shipment (which shall be 3 of 3 original Bill of Lading) including Material Despatch Clearance Certificate (MDCC) issued by the WHPL's Corporate QA & I representative.



- 1.3. Twenty percent (20%) of FOB price component of the Contract Price for each identified equipment on receipt of equipment at Site on pro-rata basis and physical verification and certification by the Project Manager of the equipment received and stored at Site.
- 1.4. Ten percent (10%) of FOB price component of the Contract Price shall be paid on successful Completion of Facilities of this package and certification by the Project Manager.

Ocean Freight and Marine Insurance Charges (excluding Mandatory Spares) for equipment covered above:

One Hundred percent (100%) Ocean Freight and Marine Insurance charges covered in Price Schedule-1A shall be paid upon shipment of Plant and Equipment on pro-rata basis to the FOB price of the equipment shipped. The aggregate of all such pro-rata payments shall not exceed the total amount identified in the Contract. However, whenever equipment wise Ocean Freight and Marine Insurance charges have been identified in the Contract, the payment of Ocean Freight and Marine Insurance Charges shall be based on such charges identified in the Contract against shipment of equipment.

2. Plant and Equipment(excluding Mandatory Spares) quoted on ex-works basis (Price Schedule No. 1B):

In respect of Plant and Equipment (excluding Mandatory Spares) supplied from within Bhutan, the following payment shall be made:

- 2.1. Ten percent (10%) of the total ex-works price component as initial advance payment to be paid with in thirty (30) days from the submission of bill for initial advance by the Contractor subject to fulfilment of following :
 - a) Notification of Award(s) and signing of the Contract Agreement(s);
 - b) Submission of an unconditional Bank Guarantee covering the advance amount which shall be initially kept valid up to thirty (30) days beyond the date of scheduled date for successful completion of Facilities under the package. However, in case of delay in completion of Facilities, the validity of this Bank Guarantee shall be extended by the period of such delay. Proforma of Bank Guarantee is enclosed in Form 26 of Section VIIB – Bank Guarantee Form for Advance Payment;
 - c) Submission by the main Contractor of an unconditional Bank Guarantee(s) towards Performance Security(s) in respect of all the Contracts (including the Contracts entered into with the Contractor's Assignee if applicable in case of foreign Contractor), and submission by the Assignee (if applicable) in case of Foreign Contractor) of unconditional Bank Guarantee(s) towards Contract Performance Security(s) in respect of the Contract(s) entered into with the Assignee, all initially valid up to thirty (30) days after the end of Defects Liability Period of all the Plant and Equipment covered under the Contract. The proforma of Bank Guarantee is enclosed in Form 25 of Section VIIB;
 - d) Submission of a detailed PERT Network based on the work schedule stipulated in Appendix-4 to the Contract Agreement and its approval by WHPL.



- 2.2. Sixty Percent (60%) of Ex-Works Price component of the Contract price for each identified equipment upon despatch of equipment from manufacturer's works on pro-rata basis on production of invoices and satisfactory evidence of shipment which shall be original Good Receipt/Rail Receipt including Material Despatch Clearance Certificate(MDCC) issued by WHPL.
- 2.3. Twenty percent (20%) of Ex-works price component of the Contract Price for each identified equipment on receipt of equipment at Site on pro-rata basis and physical verification and certification by the Project Manager of the equipment received and stored at site.
- 2.4. Ten percent (10%) of Ex-works price component of the Contract Price shall be paid on successful completion of Facilities of this Package and certification by the Project Manager.
3. **Plant and Equipment (excluding Mandatory Spares) quoted on Ex- Work Price (Place of delivery) basis (Price Schedule No. 1C)**

In respect of Plant and Equipment (excluding mandatory spares) supplied from India the following payments shall be made: -

For Exworks Price Component of Plant and Equipment: (excluding mandatory spares)

- 3.1. Ten percent (10%) of the total Ex- works Price components as Initial Advance Payment on:
 - a) Notification of Award(s) and Signing of the Contract Agreement(s);
 - b) Submission of a Bank Guarantee covering the advance amount which shall be initially kept valid up to thirty (30) days beyond the schedule date of completion of Facilities under the package. However, in case of delay in completion of Facilities, the validity of this Bank Guarantee shall be extended by the period of such delay. Proforma of Bank Guarantee is enclosed in Form 26 of Section VII B;
 - c) Submission by the main Contractor of a Bank Guarantee(s) towards the Performance Security(s) in respect of all the Contracts of Bank Guarantee(s) towards the Performance Security(s) in respect of the Contract(s) entered into with the, all initially valid up to thirty (30) days after the end of the Completion of Facilities of all the Plant and Equipment covered under the Contract. The proforma of Bank Guarantee is enclosed in Form 25 of Section VII B;
 - d) Submission of a detailed PERT network based on the work schedule stipulated in Appendix-4 to the Contract Agreement and its approval by WHPL.
- 3.2. Sixty percent (60%) of Ex-Works price component of the Contract Price for each identified Plant and Equipment upon despatch of Plant and Equipment from manufacturer's works on pro-rata basis on production of invoices and satisfactory evidence of shipment (which shall be 3 of 3 original Bill of Lading) including Material Despatch Clearance Certificate (MDCC) issued by the WHPL's Corporate QA & I representative.
- 3.3. Twenty percent (20%) of Ex-Works price component of the Contract Price for each identified equipment on receipt of equipment at Site on pro-rata basis and physical



verification and certification by the Project Manager of the equipment received and stored at Site.

- 3.4. Ten percent (10%) of Ex-Works price component of the Contract Price shall be paid on successful Completion of Facilities of this package and certification by the Project Manager.

4. Payment Terms for Spares (Price Schedule No. 1A, 1B, 1C and 5)

The CIF price component of spares to be supplied from third countries and ex-works price component of spares to be manufactured or fabricated within Bhutan or India shall be paid as under:

- 4.1. Seventy five percent (75%) of CIF/ex-works (insert as applicable) price component of the spares to be paid on pro-rata basis, upon despatch to Site and against invoices and shipping documents along with Material Despatch Clearance Certificate (MDCC) issued by WHPL's QA & I representative.
- 4.2. Twenty five percent (25%) of CIF/ex-works (insert as applicable) price component of the spares to be paid on pro-rata basis, on receipt and storage at Site and on physical verifications by the Project Manager of having received and stored the spares at site.

5. Local Transportation (Price Schedule No. 2B)

- 5.1. All Plant and Equipment excluding Mandatory Spares:

One hundred Percent (100%) Local Transportation (including port clearance and port charges and inland insurance charges) for the equipment covered in Price Schedule No. 1A, 1B and 1C shall be paid to the Contractor pro-rata to the value of the equipment received at Site and on production of invoices by the Contractor. The aggregate of all such pro-rata payments shall, however, not exceed the total amount identified in the Contract for Local Transportation. However, wherever equipment wise Local Transportation charges (including insurance charges, port clearance and port charges) have been furnished by the Contractor, the payment shall be made after receipt of equipment at Site based on the charges so identified in the Contract.

- 5.2. Mandatory Spares:

Hundred Percent (100%) Local Transportation (including inland insurance, port clearance and port charges) for the spares shall be paid to the Contractor pro-rata to the value of spares received at Site and on production of invoices by the Contractor. The aggregate of all such pro-rata payments shall, however, not exceed the total amount identified in the Contract for Local Transportation. However, wherever item-wise Local Transportation charges (including insurance charges, port clearance and port charges) have been furnished by the Contractor, the payment shall be made after receipt of spares at Site based on the charges so identified in the Contract.

6. Installation Services (Price Schedule No. 3)

The installation services component of the Contract Price shall be paid as under:



6.1. Ten Percent (10%) of the total installation services component of the Contract Price will be paid to the Contractor on:

- a) Establishing their office at Site preparatory to mobilisation of their erection establishment.
- b) Submission of a bank guarantee for an equivalent amount, which shall be initially kept valid up to thirty (30) days beyond the schedule date for successful 'Completion of the Facilities' under the package. However, in case of delay in completion of Facilities, the validity of this advance bank guarantee shall be extended by the period of such delay. The proforma of Bank Guarantee is enclosed in Form 26 of Section VIIB - Bank Guarantee Form for Advance Payment.
- c) Acceptance of Notification of Award(s) and Signing of Contract Agreement(s).
- d) Submission by the main Contractor of a Bank Guarantee(s) towards Performance Security(s) in respect of all the Contracts (including the Contracts entered into with the Contractor's assignee if applicable in case of foreign Contractor), and submission by the assignee (if applicable) in case of Foreign Contractor of Bank Guarantee(s) towards Contract Performance Security(s) in respect of the Contract(s) entered into with the Assignee, all initially valid up to thirty (30) days after the end of Defects Liability Period of all the plant and equipment covered under the Contract. The pro-forma of bank guarantee is enclosed in Form 25 of Section VIIB - Form of Performance Security.
- e) Submission of a detailed PERT Network based on the work schedule stipulated in Appendix-4 to the Contract Agreement and its approval by WHPL.

6.2. Seventy percent (70%) of the total installation services component of equipment price shall be paid against progressive erection of the equipment identified in Price Schedule No. 3 on certification by the Project Manager for the quantum of work completed and by the Project Manager's field quality surveillance representative for the successful completion of quality check points involved in the quantum of erection work billed.

The release of first progressive payment for installation services shall also be subject to submission of documentary evidence by the Contractor towards having taken the insurance policy(ies) in terms of relevant provisions of GCC.38 and acceptance of same by the Project Manager.

6.3. Ten Percent (10%) of the total Installation services component of equipment price will be paid on successful Completion of the Facilities including all associated auxiliaries and ancillary works and its Certification by the Project Manager. In case the contractor has not drawn any advance payment for the installation services the progressive payment on completion of the Facilities would be equal to 20% of the total Installation services.

6.4. Ten percent (10%) of the total installation services component of equipment price will be paid on successful completion of Guarantee Tests of entire package and issuance of Operational Acceptance Certificate by the Project Manager.

7. Payment Terms for Price Adjustment Amount



Any addition due to adjustment to the Contract Price shall be payable in the similar manner as provided in the clauses 1, 2 and 5 above. Reduction to the Contract Price, if any, due to price adjustment provisions, shall be effected by recovering 100% of the reduction amount (including advance) from any of the Contractor's bills falling immediately due for payment

8. Payment terms for Taxes & Duties (Price Schedule No. 4)

- 8.1. Custom Duties or levies including Stamp Duty and Import Licence Fee levied by the Government of Bhutan on the Plant and Equipment covered in Price Schedule No. 1A supplied from third countries (and Price Schedule No. 5 when ordered) to be imported into Bhutan and which will become the property of WHPL shall be paid directly by WHPL to the Government of Bhutan or the concerned authorities. However, if the local laws require such payment of the custom duty to be made by the Contractor, the same shall be reimbursed to the Contractor on production of satisfactory evidence of having paid the custom duty amount to the concerned authorities.
- 8.2. Notwithstanding the above, if the Contractor chooses to ship the equipment in Shipper's Containers, then the custom duty levied on such Containers shall not be borne by WHPL and shall be payable by the Contractor himself.
- 8.3. 100% of applicable Taxes and Duties [other than the custom duty payable as in para 8.1 above] which are payable by WHPL under the Contract shall be reimbursed by WHPL to the Contractor/Assignee of Foreign contractor (as applicable) upon receipt of equipment/spares at Site on production of satisfactory documentary evidence by the Contractor/ Assignee of Foreign Contractor (as applicable).

9. Payment Terms for Type Test Charges (Price Schedule No. 6)

100% of Type Test Charges shall be paid to the Contractor/assignee of foreign Contractor (if applicable) upon conductance of the corresponding Type Test and Certification by the Engineer thereon.



Payment Procedures

The Procedures to be followed in making application for, certifying and making payments shall as follows:

1. Payment Schedule/Price Break-up for Payments

- 1.1. The Contractor shall prepare and submit to WHPL for approval, break-up of the Contract Price in the currencies of the Contract. It is expected that the Contractor shall indicate the price of a single item in one currency only. However, if the Contractor intends to receive payment for some items in more than one currency, the Contractor would be required to furnish a separate breakup and the payment for such items shall be made based on the agreed rates. The Contract Price break-up shall be interlinked with the agreed detailed PERT network of the Contract setting forth starting and completion dates for the various key phases of the Facilities. Anypayment under the Contract, subsequent to advance payment, shall be made only after the Contractor's price break-up is approved by WHPL. The aggregate sum of the Contractor's price break-up shall be equal to the total Contract price.

2. Currency of Payments

- 2.1. The Contract Price shall be paid in the currency or currencies in which the various price components have been stated and as incorporated in the Contract.

3. Application for Payment

- 3.1. The Contractor shall submit application for the payment in the pro-forma enclosed. The Contractor shall submit to the Project Manager separate application for payment in different currencies whenever payment is to be made in more than one currency.
- 3.2. Each such application shall state the amount claimed and shall set forth in details, the order of the Payment Schedule, particulars of the Facilities including the Facilities executed at Site and of the Plant and Equipment shipped/brought on to the Site pursuant to the Contract up to the date mentioned in the application and for the period covered since the last preceding certificate, if any.
- 3.3. Every interim payment certificate shall certify the Contract value of the Facilities executed up to the date mentioned in the application for the payment certificate, provided that no sum shall be included in any interim payment certificate in respect of the Facilities that according to the decision of the Project Manager, does not comply with the Contract, or has been performed prematurely, as on the date of certificate.

4. Due Dates for Payment

- 4.1. The advance payment amount shall be payable after fulfilment of all the conditions laid down in the Terms of Payment (Appendix 1 to the Contract Agreement) and receipt of the Contractor's invoice along with all necessary supporting documents for such advance payment. WHPL will make progressive payment as and when the payment is due as per the Terms of Payment set forth in Appendix 1 to the Contract Agreement. Progressive payment other than that under letter of credit will become due and payable by the Project Manager



within forty-five (45) days from the date of receipt of Contractor's bill/invoice/debit note by WHPL, provided the documents submitted are complete in all respects.

5. Mode of Payment

- 5.1. WHPL will establish irrevocable Letter of Credit (L/C) in favour of the Contractor through WHPL's Bank in Bhutan for payments due, as per Terms of Payment, on despatch of Plant & Equipment and mandatory spares i.e. Ex-works/CIF despatch (including due payments towards ocean freight and marine insurance). The value of L/C will be as per payment schedule for each quarter and valid for a quarter. It will be the responsibility of the Contractor to utilise the L/C to the fullest extent. In case L/C has been established by WHPL and not utilised by the Contractor, for reasons of delay attributable to him, all reinstatement charges for the L/C for further period necessitated due to non-utilisation of L/C will be the account of the Contractor.
- 5.2. The payment of the advance amount, Type Test Charges if any, price adjustment amounts, all other supply payments, taxes and duties (wherever admissible) inland transportation (including port handling if any), insurance and the Installation portion of the Facilities shall be made direct to the Contractor by WHPL and no L/C shall be established by WHPL for such payments. Wherever technically feasible, such payments shall be made electronically only as per the details of bank account indicated in the Contract. In case of any changes to the bank account indicated in the Contract, the Contractor shall immediately inform WHPL. The Contractor shall hold WHPL harmless and WHPL shall not be liable for any direct, indirect or consequential loss or damage sustained by the Bidder on account of any error in the information or change in bank details provided to WHPL in the prescribed form without intimation to WHPL duly acknowledged.



PRICE ADJUSTMENT (NOT APPLICABLE)

1. The Contract Price shall be subject to price adjustment during performance of the Contract to reflect changes in the cost of labour and material components etc. in accordance with the provisions described below.
2. The price adjustment provisions shall be applicable separately for price components relating to supply of Equipment and Installation services components, as per price break-up furnished by the Contractor in Price Schedule 1A, 1B, 1C and Schedule 3.
3. Only following components of the Contract Price will be subject to Price adjustment:
 - a) Ex Works (Bhutan) price of Plant and Equipment (excluding Mandatory Spares) manufactured within Bhutan and Type Tests Charges (covered in Price Schedule 1B and 6) and Ex Works price of Plant and Equipment (excluding Mandatory Spares) manufactured in India and Test Type Charges (Covered in Price Schedule 1C and 6) FOB price component for Plant and Equipment (excluding Mandatory spares) supplied from third countries and Type Tests Charges (covered in Price Schedule 1A and 6). The price adjustment amount towards these price components shall be subject to a ceiling of twenty percent (20%) of Ex works and FOB price component of Contract Price, respectively.
 - b) Installation Services component of the Contract Price (covered in Price Schedule 3).
4. Price adjustment amounts towards aforesaid components of Contract Price shall be paid in the respective currencies of Contract. Specified ceilings on amount of price adjustment shall be applicable for each of the Contract currencies separately.
5. The indices for price adjustment shall necessarily be of the country of origin of goods/labour and shall be well established and nationally recognised in that country. Preferably Government indices shall be used.
6. The price adjustment formula for the components of the Contract Price, as mentioned at Sl.No. 3 above shall be as stipulated hereinafter.

$$P_1 = P_0 \times \left(a + b \frac{L_1}{L_0} + c \frac{M_1}{M_0} \right) - P_0$$

in which:

P_1 = adjustment amount payable to the Contractor

P_0 = Contract price (base price)

a = percentage of fixed element in Contract price ($a = \%$)

b = percentage of labor component in Contract price ($b = \%$)

c = percentage of material and equipment component in Contract price ($c = \%$)

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



M_o, M_t = material and equipment indices in the country of origin on the base date and the date for adjustment, respectively

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

a = [insert value of coefficient in the range of 5% to 15%]
b = [insert value of coefficient in the range of 15% to 30%]
c = [insert value of coefficient in the range of 30% to 60%]

7. The source of labour and materials indices and the base date indices are as follows:

Item	Source of Indices Used	Base Date Indices

8. The base date shall be the date thirty (30) days prior to the Bid opening date.

9. Date of adjustment shall be the mid-point of the period of manufacture or installation of component or Plant.

10. If the currency in which the Contract price, P_o , is expressed is different from the currency of the country of origin of the labour and/or materials 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.

11. No price adjustment shall be payable on the portion of the Contract price paid to the Contractor as an advance payment.

12. No price increase will be allowed beyond the original completion date unless covered by an extension of time awarded by WHPL under the terms of the Contract. No price increase will be allowed for periods of delay for which the Contractor is responsible. WHPL will, however, be entitled to any price decrease occurring during such periods of delay.

13. The following components of the Contract Price shall not be subject to Price Adjustment and shall remain firm during the execution of the Contract:

- a) Ocean Freight and Marine Insurance for Plant & Equipment, and Spares.
- b) Ex works/FOB price component for Spares
- c) Local Transportation charges (including Inland Transit Insurance, port clearance, port handling & port charges) for Plant & Equipment and Spare Parts
- d) Type Test charges, if applicable.

Notes:

* The above information shall be filled in at the time of Contract Agreement signing based on price adjustment data offered by the successful bidder in Form 22 of Section VIIA submitted along with the Bid Form.

** Sheets of like size and format shall be annexed in case number of currencies is more.





INSURANCE REQUIREMENTS**1. Insurance to be taken by the Contractor:**

In accordance with the provisions of GCC.38, the Contractor shall at his expense take out and maintain in effect, or cause to be taken out and maintained in effect, during the performance of the Contract, the insurances set forth below in the sums and with the deductibles and other conditions specified herein. The identity of the insurers and the form of the policies shall be subject to the approval of WHPL, such approval not to be unreasonably withheld.

SL. No	Insurance	Amount Insured	Deductable	Conditions
A.	Cargo insurance during transport	i. 110% of CIF value in case of Plant and Equipment including all spare parts and Type Test charges to be supplied from abroad/110% of ex-works value in case of Plant and Equipment and Type Test charges including all spare parts manufactured within Bhutan or India. ii. Applicable taxes and duties iii. Escalation 5% on (i) and (ii)	Not applicable	i. WHPL to be named co-insured. ii. Open policy iii. All risk constitute cargo clause 'A' iv. War, SRCC, Terrorism v. Institute replacement clause, special replacement clause and deferred unpacking clause. vi. Insurers right of subrogation against all parties (excluding carrier) waived. vii. Warehouse to warehouse basis.
B.	Installation all risk	i. 110% of CIF value plus 110% of ex-works value of Plant and Equipment ii. Applicable taxes and duties iii. Cost of indigenous procurement and free issue materials iv. 10% escalation on (i) (ii) & (iii) v. Cost of erection works	Minimum as per insurance policy	
C.	Third Party liability			
D.	Automobile liability			
E.	Workmen's Compensation			
F.	WHPL's liability			



G.	Group personal insurance for Contractor's & Subcontractor's employees			
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(WHPL to fill in the requirements for (C) to (G)

Notes:

1. Notwithstanding the insurance requirements mentioned above, it would be the Contractor's responsibility to take adequate insurance cover as may be pertinent to protect his interest and interest of WHPL. If at any point of time during execution of the Contract, the insurance policies are found to be inadequate, the Contractor shall take fresh insurance policies meeting aforesaid requirements. WHPL reserves the right to make suitable recovery from the Contractor, if any.
2. Any loss or damage to the Plant and Equipment during handling, transportation, storage, installation, commissioning, and all activities to be performed till the "Completion of Facilities" shall be to the account of the Contractor. The Contractor shall be responsible for preference of all claims and make good the damages or loss by way of repairs and/or replacement of Plant and Equipment damaged or lost. Notwithstanding the extent of insurances cover and the amount of claim available from the underwriter, the Contractor shall be liable to make good the full replacement/rectification of all the equipment/materials and to ensure their availability as per project requirement without additional financial liability to WHPL.

The insurance should be in freely convertible currency and insurance policy to be taken should be on replacement value basis and/or incorporating appropriate insurance clause.

The Contractor shall follow local acts and laws as may be prevalent for insurance.

3. Upon grant of extension of time for completion by WHPL, the Contractor shall promptly furnish documentary evidence to the Project Manager towards extension of insurance policies for the period of extension.



TIME SCHEDULE

1. It is clearly understood and agreed that time is the essence of this Contract and shall be strictly adhered to by the Contractor. The program of supplying, installation, testing, commissioning, completion of Facilities and Site delivery of spares identifying the key phases in various areas of work like design, procurement, manufacture, field activities including civil construction works shall be as per master network enclosed as Attachment-I to this Appendix 4 (*The master network submitted by the Bidder and as mutually discussed and agreed before Notification of Award shall be enclosed as Attachment-I to this Appendix 4 of Contract Agreement*). As per this master network, the key milestones for completion of Works are as under:

Sl.No	Area/ Description of Milestone	Duration in Months from LoA	
		Start	Finish
A.	Engineering		
	Basic Engineering		
	Detailed Engineering		
			
			
B.	Manufacturing & Supply		
	BOI Ordering completion		
	Manufacturing		
	Supply at Site		
			
C.	Equipment Erection & commissioning		
	Opening of site office & mobilization		
	Erection and commissioning of		
			
			
D.			
			
			
			
			

2. The master network and the key milestone dates will be discussed and agreed before the issue of Notification of Award. Engineering Drawing and Data Submission Schedule shall also be discussed and finalised before the issue of Notification of Award.
3. After the Notification of Award, the Contractor shall plan the sequence of work of manufacture and erection to meet the above stated dates of completion of Facilities and shall ensure all work, manufacture, shop testing, inspection and shipment of the equipment in accordance with the required construction/erection sequence.
4. Within thirty (30) days of the Notification of Award, the Contractor shall submit to the WHPL for his review and approval two (2) copies (one reproducible and one print) of detailed PERT Network schedules with master network activities further exploded based on the Master Network mutually agreed by the WHPL and Contractor, showing the logic and duration of the activities covered in the Contracts in the following areas:



Engineering, procurement, manufacturing and supply, detailed engineering, procurement (including bought out items), manufacturing, despatch, shipment, receipt at site and activities related to civil works, erection, commissioning and Completion of Facilities.

5. Detailed Manufacturing Programme:

Detailed Manufacturing PERT Network for all the manufacturing activities at Contractor's / subcontractor's works shall also be furnished within sixty (60) days of Notification of Award. The manufacturing network shall be supported by detailed procurement programme for critical bought out items/raw materials.

6. Pre-Erection Activity Programme:

The erection network will be supported by detailed Pre-erection activity programme covering the following:

- a) Manpower Deployment
- b) T&P Mobilisation
- c) Detailed Site Mobilisation

Any Tools & Plants (T&P) required for satisfactory execution of the Contract and to meet the time schedule specified in this Appendix-4 shall be mobilised by the Contractor as per direction of the Project Manager without any extra cost to WHPL. (The list of such essential Tools & Plants (T&P) to be deployed by the Contractor, if any finalised before Notification of Award, shall be enclosed as Attachment-II to this Appendix-4)

- 7. Within one week of approval of the network schedule, the Contractor shall forward to the Project Manager, copies of the Computer Initial run-Data. The type of outputs and number of copies of each type to be supplied by the Contractor shall be determined by the Project Manager.
- 8. All the networks shall be updated every month or at a frequency mutually agreed upon. Within seven days following the Monthly Review, a progress meeting shall be held, whenever possible at the works, wherein the major items of the plant or Equipment are being produced. The meeting will be attended by the Project Manager and responsible representative of Contractor that the Project Manager consider necessary for the meeting.
- 9. Access to the Contractor's and Subcontractor's work shall be granted to the Project Manager at all reasonable times for the purpose of ascertaining the progress.



MASTER NETWORK

The Master Network as per para 1.0 of Appendix-4 shall be enclosed as Attachment-I to Appendix-4 of Contract Agreement



LIST OF MINIMUM T&P TO BE DEPLOYED BY THE CONTRACTOR

A list of minimum number of Major T&P required to be deployed necessarily by the bidder is furnished below. However, the actual deployment at site shall not be limited to these and additional T&P required to meet the work schedule shall be mobilised by the Contractor.

Sl. No.	Name & Type of Major T&Ps	Minimum Nos. to be deployed	Period of Retention	
			From (months from LoA)	To (months from LoA)

The list of T&P along with the Schedule is to be duly filled up by the Bidder to ensure smooth execution of the works at site as per scope of the Contract.

(The list of T&P along with the schedule of their deployment, as finalised before Notification of Award shall be enclosed here as Attachment-II to Appendix-4).



LIST OF SUBCONTRACTORS

1. **Nominated Subcontractor out of those specified by WHPL (WHPL to insert items of work and nominated subcontractor, if they wish to nominate any Sub- Contractor for any item of work)**

In the event that WHPL wishes to nominate any particular Subcontractor for undertaking any part or parts of the Works, these shall be identified and named by WHPL in the following schedule prior to the issue of the Bidding Documents.

Full details shall be given of the part of the Works to be executed, and the names and addresses of the Subcontractors to whom the part of the Works is to be sub-contracted by the Bidder. Where more than one name is given for any part of the Work, the Bidder shall be free to select any of the named Subcontractors for that part.

WHPL shall be responsible for ensuring that any nominated Subcontractor complies with the requirements of ITB. 5, but the Bidder shall be responsible for ensuring that any work, materials or services to be provided by the nominated Subcontractor comply with the requirements of the bidding document.

Item of Work	Nominated Subcontractor

2. **Approved Subcontractors**

(Prior to award of Contract the following details shall be completed indicating those Subcontractors proposed by the Bidder in Form 10 of Section VIIA of this Bid which are approved by WHPL for engagement by the Contractor during the performance of the Works).

The following Subcontractors are approved for carrying out the item of work indicated. Where more than one Subcontractor is listed, the Contractor is free to choose between them but he must notify WHPL of his choice in good time prior to appointing any selected Subcontractor. In accordance with GCC.24, the Contractor is free to submit proposals for additional Subcontractors from time to time. No Subcontracts shall be placed with any such additional Subcontractors until they have been approved in writing by WHPL/Project Manager and their names added to the list of Approved Subcontractors.

Sl. No.	Item of Work	Approved Subcontractor	Nationality



SCOPE OF WORKS BY WHPL

The following facilities, works, supplies and personnel will be provided/supplied by WHPL and the provisions of GCC.11, GCC.14 and GCC.29 shall apply as appropriate.

All facilities, works, supplies and personnel as described herein will be provided by WHPL in good time so as not to delay the performance of the Contractor, in accordance with the approved Time Schedule and Programme of Performance pursuant to GCC.23.2.

Facilities, works, supplies and personnel will be provided to the Contractor as identified hereunder:

1. Space

The Contractor shall advise WHPL within thirty (30) days from the date of acceptance of the Notification of Award about his exact requirement of space for his office, storage area, pre-assembly and fabrication areas, labour and staff colony (land if available) area, toilets etc. The above requirement shall be reviewed by WHPL and space as decided by WHPL will be allotted to the Contractor for construction of his temporary structures / facilities like office, storage sheds, preassembly and fabrication areas, labour and staff colony (land if available), toilets, etc. for Contractor's as well as his Subcontractor's use.

2. Electricity

The Contractor shall submit to WHPL within thirty (30) days from the date of acceptance of the Notification of Award, his electrical power requirements, if any, to allow the planning of the same by WHPL. The Contractor shall be provided with free supply of electricity for the purposes of the Contract, only at two locations in WHPL's Site. The Contractor shall make his own further distribution arrangement. All temporary wiring must comply with local regulations and will be subject to WHPL's inspection and approval before connection to supply. The free supply of power shall not be provided for the use in the labour and staff colony. Power supply for labour and staff colony shall be provided at one point. It shall be the responsibility of the Contractor to take the power supply up to the point of his use. The Contractor shall be charged for power supply to labour and staff colony at rates prevalent at site.

3. Water

Contractor shall make all arrangements himself for the supply of construction water as well as potable water for labour and other personnel at the works site / colony.

4. Personnel

For the purpose of commissioning and Guarantee tests to be performed by the Contractor, WHPL, as a part of his input, will provide operating personnel for operation of the equipment. During such operation, WHPL's operating personnel shall be under the direct supervision of the Contractor(s)/Manufacturer's representative, who in any case shall be responsible for safety and satisfactory performance of the activity/equipment. However, the operating personnel of WHPL shall be required to do only those duties which are normally assigned to such operational staff. All other required labour shall be arranged by the Contractor.



LIST OF DOCUMENTS FOR REVIEW AND APPROVAL

- A. The following documents would require prior approval of WHPL before any action can be taken by the Contractor pursuant to these documents:
- 1.
 - 2.
 - 3
- B. The following documents would require review by WHPL. However, the primary responsibility would be of the Contractor:
- 1.
 - 2.
 - 3.

Note: This list of documents required for approval/review by the WHPL shall be as per Technical data sheet as finalised during the Contract stage. The number of copies of the documents required to be reviewed by WHPL shall be furnished in copies
[WHPL to insert number of copies required]



FUNCTIONAL GUARANTEES

Functional Guarantees shall be as per Section-VI (Technical Specifications). The Contents of this Appendix shall, however, be finalised at the time of Award of Contract.



Form 25: Bank Guarantee for Contract Performance Security

[To be provided on the relevant legal document, as per applicable law, in the country of execution pursuant to GCC.18]

Bank Guarantee No.

Date.....

To

[WHPL's Address]

Dear Sir/Madam,

In consideration of Wangchhu Hydroelectric Power Limited (hereinafter referred to as WHPL which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to M/s with its Registered/Head Office at (hereinafter referred to as the 'Contractor' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a Contract by issue of Letter 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 Contractor 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 WHPL.

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 WHPL, on demand any and all monies payable by the Contractor to the extent of [insert amount of the Bank Guarantee and its currency]..... at any time up to @..... (day/month/year) without any demur, reservation, contest recourse or protest and or without any reference to the Contractor. Any such demand made by WHPL on the Bank shall be conclusive and binding notwithstanding any difference between WHPL and the Contractor 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 WHPL.

WHPL 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 Contractor. WHPL, shall have the fullest liberty, without affecting this guarantee to postpone from time to time the exercise of any powers vested in WHPL or of any right which they might have against the Contractor 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 WHPL and the Contractor or any other course of remedy or security available to WHPL. The Bank shall not be released of its obligations under these presents by any exercise by WHPL 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 WHPL or any other indulgence shown by WHPL 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 WHPL 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 Contractor and notwithstanding any security or other guarantee that WHPL may have in relation to the Contractor'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/son whose behalf this guarantee has been given.

All rights of WHPL 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 thisday of20 at

Witness: Official of the bank:

.....
(Signature)

.....
(Signature)

.....
(Name)

.....
(Name)

.....
(Official Address)

.....
(Official Address)

Authorized vide

Power of Attorney No:

Date.....

Note:	((@)This date will be ninety (90) days beyond the scheduled end of Defect Liability Period of the last equipment covered under the Contract (#) Complete mailing address of the Head Office of the Bank to be given
--------------	--



Form 26: Bank Guarantee for Advance Payment

[To be provided on the relevant legal document, as per applicable law, in the country of execution In case separate Notification of award is placed for installation and commissioning and other services a separate BG for advance payment in respect of those services if provided in the contract may be obtained]

Bank Guarantee No.

Date.....

To

[WHPL's address]

Dear Sir/Madam,

In consideration of the Wangchhu Hydroelectric Power Limited (hereinafter referred to as WHPL) 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 Contractor) which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns, a Contract by issue of WHPL's Notification of Award No. dated and the same having been unequivocally accepted by the Contractor resulting in a 'Contract', 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)..... (hereinafter called the Contract) and WHPL having agreed to make advance payment to the Contractor 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 Contractor.

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 of meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay WHPL immediately on demand any or all monies payable by the Contractor 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 Contractor. Any such demand made by WHPL on the Bank shall be conclusive and binding notwithstanding any difference between WHPL and the Contractor 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 WHPL.

WHPL 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 Contractor. WHPL 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 Contractor 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 WHPL and the Contractor or any other course or remedy or security available to WHPL. The Bank shall not be released of its obligations under these presents by any exercise by WHPL 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



WHPL or any other indulgence shown by WHPL 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 WHPL 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 Contractor and notwithstanding any security or other guarantee that WHPL may have in relation to the Contractor'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 WHPL 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: Banks authorized official:

.....
(Signature)

.....
(Signature)

.....
(Name)

.....
(Name)

.....
(Official Address)

.....
(Official Address)

Attorney as per

Power of Attorney No:

Date.....

Note:	(@)This date will be ninety (90) days beyond the schedule date of Completion of the last Facility covered under the Contract.
--------------	---



Form 27: Completion Certificate

(On the letter head of the WHPL as per provisions of GCC.29)

Date:

Contract No.:

[Name of Contract]

To: [Name and address of Contractor]

Dear Sirs,

Pursuant to GCC.29 of the Contract entered into between yourselves and WHPL dated[insert date]....., relating to the[brief description of the Facilities]....., we hereby notify you that the following part(s) of the Facilities was(were) complete on the date specified below, and that, in accordance with the terms of the Contract, WHPL hereby takes over the said part(s) of the Facilities, together with the responsibility for care and custody and the risk of loss thereof on the date mentioned below.

1. Description of the Facilities or part thereof: [description]

2. Date of Completion: [date]

3. Defects to be rectified, if any:

However, you are required to complete the outstanding items listed in the enclosure hereto as soon as practicable.

This letter does not relieve you of your obligation to complete the execution of the Facilities including Guarantee Test(s) in accordance with the Contract nor of your obligations during the Defects Liability Period.

Very truly yours,

.....

Title
(Project Manager)

Encl: List of outstanding items to be completed



Form 28: Operational Acceptance Certificate

(On the letter head of the WHPL as per provisions of GCC.30.2)

Date:

Contract No.:

[Name of Contract]

To: [Name and address of Contractor]

Dear Sirs,

Pursuant to GCC.30.2 of the Contract entered into between yourselves and WHPL dated[insert date]....., relating to the [brief description of the Facilities], we hereby notify you that the Functional Guarantees of the following part(s) of the Facilities were satisfactorily attained on the date specified below.

1. Description of the Facilities or part thereof: [description]
2. Date of Operational Acceptance: [date]

This letter does not relieve you of your obligation to complete the execution of the Facilities in accordance with the Contract nor of your obligations during the Defects Liability Period.

Very truly yours,

.....

Title

(Project Manager)



Form 29: Trust Receipt for Equipment /Materials received

(On the letter head of the Contractor as per clause GCC.35.6)

We, M/s (Contractor's Name)..... having our Principal place of business athaving been awarded a Contract No..... dated for (Contract Name)..... by WHPL.

We do hereby acknowledge the receipt of the Equipment/ Materials as are fully described and mentioned under Documents of Title/ LR etc. and in the schedule annexed hereto, which shall form an integral part of this receipt as "Trustee" of WHPL. The aforesaid materials etc. so received by us shall be exclusively used in the successful performance of the aforesaid Contract and for no other purpose whatsoever. We undertake not to create any charge, lien or encumbrance over the aforesaid materialsetc, in favour of any other person/institution(s)/Banks.

For M/s.....

(Contractor's Name)

Dated:

(AUTHORISED SIGNATORY)



Form 30A: Indemnity bond

(to be executed by the Contractor for the Plant and Equipment handed over by WHPL for performance of its Contract (Entire Plant and Equipment Consignment in one lot)

(To be executed on non-judicial stamp paper of appropriate value as per provisions of clause GCC.35.6)

INDEMNITY BOND

THIS INDEMNITY BOND is made thisday of.....20 by(Contractor's Name) a Company registered under the[insert relevant statute of the country of incorporation]..... having its registered office at..... (hereinafter called as 'Contractor' or "Obligor" which expression shall include its successors and permitted assigns) in favour of Wangchhu Hydroelectric Power Limited incorporated under the Companies Act of 2000 having its registered office at and its project at (hereinafter called "WHPL" which expression shall include its successors and assigns):

WHEREAS WHPL has awarded to the Contractor a Contract for.....vide its Notification of Award/Contract No.....datedand its Amendment No. and Amendment No....., (applicable when amendments have been issued) (hereinafter called the "Contract") in terms of which WHPL is required to hand over various Plant and Equipment to the Contractor for execution of the Contract.

And WHEREAS by virtue of Clause No.35.6 of General Conditions of Contract..... of the said Contract, the Contractor is required to execute an Indemnity Bond in favour of WHPL for the Plant and Equipment handed over to it by WHPL for the purpose of performance of the Contract/erectionportion of the contract (hereinafter called the "Plant and Equipment")

AND THEREFORE, This Indemnity Bond witnesseth as follows:

1. That in consideration of various Plant and Equipment as mentioned in the Contract, valued at (Currency and amount in Figures)..... (Currency and amount in words) handed over to the Contractor for the purpose of performance of the Contract, the Contractor hereby undertakes to indemnify and shall keep WHPL indemnified, for the full value of the Plant and Equipment. The Contractor hereby acknowledges actual receipt of the Plant and Equipment etc. as per despatch title documents handed over to the Contractor as detailed in the Schedule appended hereto. The Contractor shall hold such Plant and Equipment etc. in trust as a "Trustee" for and on behalf of WHPL.
2. That the Contractor is obliged and shall remain absolutely responsible for the safe transit/protection and custody of the Plant and Equipment at WHPL project site against all risks whatsoever till the Plant and Equipment are duly used/erected in accordance with the terms of the Contract and the Facilities duly erected and commissioned in accordance with the terms of the Contract is taken over by WHPL. The Contractor undertakes to keep WHPLharmless against any loss or damage that may be caused to the Plant and Equipment.
3. The Contractor undertakes that the Plant and Equipment shall be used exclusively for the performance/execution of the Contract strictly in accordance with its terms and conditions and no part of the Plant and Equipment shall be utilised for any other work of purpose whatsoever. It is clearly understood by the Contractor that non-observance of the



obligations under this Indemnity Bond by the Contractor shall inter-alia constitute a criminal breach of trust on the part of the Contractor for all intents and purpose including legal/penal consequences.

4. That WHPL is and shall remain the exclusive owner of the Plant and Equipment free from all encumbrances, charges or liens of any kind, whatsoever. The Equipment shall at all times be open to inspection and checking by the Project Manager or other employees/agents authorised by him in this regard. Further, WHPL shall always be free at all times to take possession of the Plant and Equipment in whatever form the Plants Equipment may be, if in its opinion, the Plant and Equipment are likely to be endangered, misutilised or converted to uses other than those specified in the Contract, by any acts of omission or commission on the part of the Contractor or any other person or on account of any reason whatsoever and the Contractor binds himself and undertakes to comply with the directions of demand of WHPL to return the Plant and Equipment without any demur or reservation.
5. That this Indemnity Bond is irrevocable. If at any time any loss or damage occurs to the Plant and Equipment or the same or any part thereof is misutilised in any manner whatsoever, then the Contractor hereby agrees that the decision of the Project Manager of WHPL as to assessment of loss or damage to the Plant and Equipment shall be final and binding on the Contractor. The Contractor binds itself and undertakes to replace the lost and/or damaged Plant and Equipment at its own cost and/or shall pay the amount of loss to WHPL without any demur, reservation or protest. This is without prejudice to any other right or remedy that may be available to WHPL against the Contractor under the Contract and under this Indemnity Bond.
6. NOW THE CONDITION of this Bond is that if the Contractor shall duly and punctually comply with the terms and conditions of this Bond to the satisfaction of WHPL, THEN, the above Bond shall be void, but otherwise, it shall remain in full force and virtue.

IN WITNESS WHEREOF, the Contractor has hereunto set its hand through its authorised representative under the common seal of the Company, the day, month and year first abovementioned.

Schedule					
Particulars of Equipment handed over	Quantity	Particulars of Despatch title Documents		Value of the Equipment	Signature of the Attorney in token of receipt
		GR/ Bill of lading No.& Date	Carrier		

For and on behalf of
.....

(Contractor's Name)

Witness1 1. Signature..... Signature.....
2. Name..... Name.....
3. Address..... Designation of
Authorized representative*

Witness2 1. Signature.....



2. Name..... (Common Seal)
3. Address..... (In case of company)

*Indemnity Bond are to be executed by the authorised person and (i) in case of contracting Company under common seal of the Company or (ii) having the Power of Attorney issued under common seal of the company with authority to execute Indemnity Bond, (iii) In case of (ii), the original Power of Attorney if it is specifically for this Contract or a Photostat copy of the Power of Attorney if it is General Power of Attorney and such documents should be attached to Indemnity Bond.



Form 30B: Indemnity bond

(to be executed by the Contractor for the Plant and Equipment handed over in instalments by WHPL for performance of its Contract)

(To be executed on non-Judicial stamp paper of appropriate value as per provisions of clause GCC.35.6)

INDEMNITY BOND

THIS INDEMNITY BOND is made thisday of.....20 by(Contractor's Name) a Company registered under the[insert relevant statute of the country of incorporation]..... having its registered office at..... (hereinafter called as 'Contractor' or "Obligor" which expression shall include its successors and permitted assigns) in favour of Wangchhu Hydroelectric Power Limited incorporated under the Companies Act of 2000 having its registered office at..... (hereinafter called "WHPL" which expression shall include its successors and assigns):

WHEREAS WHPL has awarded to the Contractor a Contract for.....vide its Notification of Award/Contract No.....datedand it's Amendment No. and Amendment No....., (applicable when amendments have been issued) (hereinafter called the "Contract") in terms of which WHPL is required to hand over various Plant and Equipment to the Contractor for execution of the Contract.

And WHEREAS by virtue of Clause No 35.6 of General Conditions of Contract of the said Contract, the Contractor is required to execute an Indemnity Bond in favour of WHPL for the Plant and Equipment handed over to it by WHPL for the purpose of performance of the Contract/Erectionportion of the contract (hereinafter called the "Plant and Equipment")

AND THEREFORE, This Indemnity Bond witnesseth as follows:

1. That in consideration of various Plant and Equipment as mentioned in the Contract, valued at Nu..... (amount in Figures)..... (amount in words) handed over to the Contractor for the purpose of performance of the Contract, the Contractor hereby undertakes to indemnify and shall keep WHPL indemnified, for the full value of the Plant and Equipment. The Contractor hereby acknowledges actual receipt of the initial instalment of the Plant and Equipment etc. as per details in the Schedule appended hereto. Further, the Contractor agrees to acknowledge actual receipt of the subsequent instalments of the Plant and Equipment etc. as required by WHPL in the form of Schedules consecutively numbered which shall be attached to this Indemnity Bond so as to form integral parts of this Bond. The Contractor shall hold such Plant and Equipment etc. in trust as a "Trustee" for and on behalf of WHPL.
2. That the Contractor is obliged and shall remain absolutely responsible for the safe transit/protection and custody of the Plant and Equipment at WHPLSite against all risks whatsoever till the Plant and Equipment are duly used/erected in accordance with the terms of the Contract and the Works duly erected and commissioned in accordance with the terms of the Contract is taken over by WHPL. The Contractor undertakes to keep WHPLharmless against any loss or damage that may be caused to the Plant and Equipment.



3. The Contractor undertakes that the Plant and Equipment shall be used exclusively for the performance/execution of the Contract strictly in accordance with its terms and conditions and no part of the Plant and Equipment shall be utilised for any other work or purpose whatsoever. It is clearly understood by the Contractor that non-observance of the obligations under this Indemnity Bond by the Contractor shall inter-alia constitute a criminal breach of trust on the part of the Contractor for all intents and purpose including legal/penal consequences.
4. That WHPL is and shall remain the exclusive owner of the Plant and Equipment free from all encumbrances, charges or liens of any kind, whatsoever. The Plant and Equipment shall at all times be open to inspection and checking by the Project Manager or other employees/agents authorised by him in this regard. Further, WHPL shall always be free at all times to take possession of the Plant and Equipment in whatever form the Plant and Equipment may be, if in its opinion, the Plant and Equipment are likely to be endangered, misutilised or converted to uses other than those specified in the Contract, by any acts of omission or commission on the part of the Contractor or any other person or on account of any reason whatsoever and the Contractor binds himself and undertakes to comply with the directions or demand of WHPL to return the Plant and Equipment without any demur or reservation.
5. That this Indemnity Bond is irrevocable. If at any time any loss or damage occurs to the Plant and Equipment or the same or any part thereof is misutilised in any manner whatsoever, then the Contractor hereby agrees that the decision of the Project Manager of WHPL as to assessment of loss or damage to the Plant and Equipment shall be final and binding on the Contractor. The Contractor binds itself and undertakes to replace the lost and/or damaged Plant and Equipment at its own cost and/or shall pay the amount of loss to WHPL without any demur, reservation or protest. This is without prejudice to any other right or remedy that may be available to WHPL against the Contractor under the Contract and under this Indemnity Bond.
6. NOW THE CONDITION of this Bond is that if the Contractor shall duly and punctually comply with the terms and conditions of this Bond to the satisfaction of WHPL, THEN, the above Bond shall be void, but otherwise, it shall remain in full force and virtue.

IN WITNESS WHEREOF, the Contractor has hereunto set its hand through its authorised representative under the common seal of the Company, the day, month and year first abovementioned.

Schedule No .1					
Particulars of Plant and Equipment handed over	Quantity	Particulars of Despatch title Documents		Value of the Plant and Equipment	Signature of the Attorney in token of receipt
		GR/ Bill of lading No & Date	Carrier		
(Please number subsequent Schedules)					



For and on behalf of

.....

(Contractor's Name)

1	Witnesses	Signature.....	Signature.....
	1.		
	2.	Name.....	Name.....
	3.	Address.....	Designation of
		...	Authorized representative*
2	1.	Signature.....	
	2.	Name.....	(Common Seal)
	3.	Address.....	(In case of company)

*Indemnity Bond are to be executed by the authorised person and (i) in case of contracting Company under common seal of the Company or (ii) having the Power of Attorney issued under common seal of the company with authority to execute Indemnity Bond, (iii) In case of (ii), the original Power of Attorney if it is specifically for this Contract or a Photostat copy of the Power of Attorney if it is General Power of Attorney and such documents should be attached to Indemnity Bond.



Form 31: Authorization Letter

(To be executed on the letter head of WHPL as per provisions of clause GCC.35.6)

Ref No:

Date:

To,

M/s (Contractor's Name and address).....

Ref: Contract No Dated for awarded by WHPL

Dear Sirs,

Kindly refer to Contract No..... Dated for..... (Contract Name). You are hereby authorised on behalf of WHPL having its registered office at to take physical delivery of Plant and Equipment covered under dispatch Document/ Consignment Note no.....[mention BL/LR/AWB No.].....dated and as detailed in the enclosed Schedule for the sole purpose of successful performance of the aforesaid contract and for no other purposes, whatsoever.

(Signature of Project Manager)

Designation:

Date:

ENCL: As above



Schedule of Plant and Equipment covered under Dispatch title document (LR/AWB.No.)

Sl.No	Contract Name	LoA No:/ Contract Agreement No :	Description of Plant and Equipment	Spec No.	Qty	Value	Remarks
-------	---------------	----------------------------------	------------------------------------	----------	-----	-------	---------

(Signature of the Project Manager)

(Designation).....

(Date).....



Form 32: Validity extension of Bank Guarantee

(On the letter head of the issuing Bank)

Bank Guarantee No.

Date.....

To

[WHPL's Address]

Dear Sir/Madam,

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

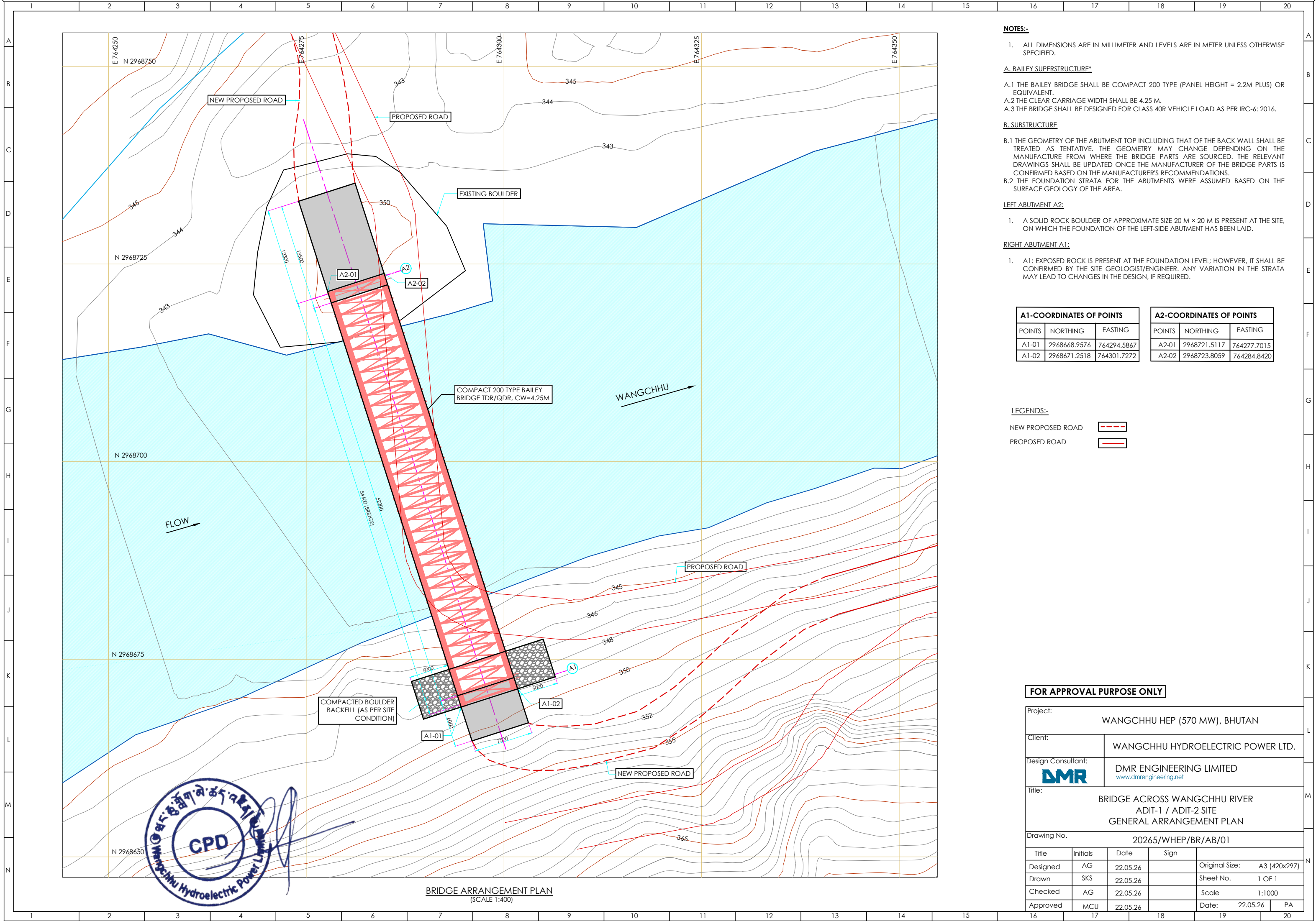
Authorized vide Power of Attorney No

.....

** In case of Joint Ventures, names 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.





NOTES:-

1. ALL DIMENSIONS ARE IN MILLIMETER AND LEVELS ARE IN METER UNLESS OTHERWISE SPECIFIED.

A. BAILEY SUPERSTRUCTURE*

- A.1 THE BAILEY BRIDGE SHALL BE COMPACT 200 TYPE (PANEL HEIGHT = 2.2M PLUS) OR EQUIVALENT.
A.2 THE CLEAR CARRIAGE WIDTH SHALL BE 4.25 M.
A.3 THE BRIDGE SHALL BE DESIGNED FOR CLASS 40R VEHICLE LOAD AS PER IRC-6: 2016.

B. SUBSTRUCTURE

- B.1 THE GEOMETRY OF THE ABUTMENT TOP INCLUDING THAT OF THE BACK WALL SHALL BE TREATED AS TENTATIVE. THE GEOMETRY MAY CHANGE DEPENDING ON THE MANUFACTURE FROM WHERE THE BRIDGE PARTS ARE SOURCED. THE RELEVANT DRAWINGS SHALL BE UPDATED ONCE THE MANUFACTURER OF THE BRIDGE PARTS IS CONFIRMED BASED ON THE MANUFACTURER'S RECOMMENDATIONS.
B.2 THE FOUNDATION STRATA FOR THE ABUTMENTS WERE ASSUMED BASED ON THE SURFACE GEOLOGY OF THE AREA.

LEFT ABUTMENT A2:

1. A SOLID ROCK BOULDER OF APPROXIMATE SIZE 20 M × 20 M IS PRESENT AT THE SITE, ON WHICH THE FOUNDATION OF THE LEFT-SIDE ABUTMENT HAS BEEN LAID.

RIGHT ABUTMENT A1:

1. A1: EXPOSED ROCK IS PRESENT AT THE FOUNDATION LEVEL; HOWEVER, IT SHALL BE CONFIRMED BY THE SITE GEOLOGIST/ENGINEER. ANY VARIATION IN THE STRATA MAY LEAD TO CHANGES IN THE DESIGN, IF REQUIRED.

A1-COORDINATES OF POINTS

POINTS	NORTHING	EASTING
A1-01	2968668.9576	764294.5867
A1-02	2968671.2518	764301.7272

A2-COORDINATES OF POINTS

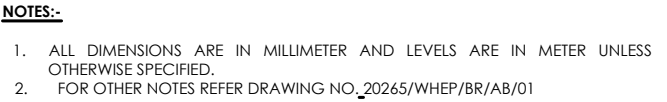
POINTS	NORTHING	EASTING
A2-01	2968721.5117	764277.7015
A2-02	2968723.8059	764284.8420

LEGENDS:-

- NEW PROPOSED ROAD 
PROPOSED ROAD 

FOR APPROVAL PURPOSE ONLY

Project:		WANGCHHU HEP (570 MW), BHUTAN			
Client:		WANGCHHU HYDROELECTRIC POWER LTD.			
Design Consultant:		 DMR ENGINEERING LIMITED www.dmrengineering.net			
Title:		BRIDGE ACROSS WANGCHHU RIVER ADIT-1 / ADIT-2 SITE GENERAL ARRANGEMENT PLAN			
Drawing No.		20265/WHEP/BR/AB/01			
Title	Initials	Date	Sign	Original Size: A3 (420x297)	
Designed	AG	22.05.26		Sheet No. 1 OF 1	
Drawn	SKS	22.05.26		Scale 1:1000	
Checked	AG	22.05.26		Date: 22.05.26	
Approved	MCU	22.05.26		PA	



FOR APPROVAL PURPOSE ONLY				
Project: WANGCHHU HEP (570 MW), BHUTAN				
Client:		WANGCHHU HYDROELECTRIC POWER LTD.		
Design Consultant:		DMR ENGINEERING LIMITED www.dmrengineering.net		
Title:		BRIDGE ACROSS WANGCHHU RIVER ADIT-1 / ADIT-2 SITE L - SECTION		
Drawing No. 20265/WHEP/BR/AB/02				
Title	Initials	Date	Sign	
Designed	AG	22.05.26		Original Size: A3 (420x297)
Drawn	SKS	22.05.26		Sheet No. 1 OF 1
Checked	AG	22.05.26		Scale 1:1000
Approved	MCU	22.05.26		Date: 22.05.26 PA