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WANGCHHU HYDROELECTRIC POWER LIMITED
(a JV of Druk Green Power Corporation Limited and Adani Power Limited)

**CONSULTANCY SERVICES
FOR
REVIEW OF DESIGN AND ENGINEERING
FOR
WANGCHHU HYDROELECTRIC PROJECT**

RFP NO: WHPL/011/2026
DATE: 20 May 2026

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SECTION I – LETTER OF INVITATION





RFP No: WHPL/011/2026

May 20, 2026

LETTER OF INVITATION

INTERNATIONAL COMPETITIVE BIDDING

Consultancy Services for Review of Design and Engineering for Wangchhu Hydroelectric Project

Wangchhu Hydroelectric Power Limited (WHPL) invites proposals from eligible consulting firms to provide consulting services for the “Review of Design and Engineering for Wangchhu Hydroelectric Project”. The detailed scope of consulting services is provided in the Terms of Reference in Section VII of the Request for Proposal.

The Proposals shall include all required information and documents required under the Bid Data Sheet. The Proposals must be submitted no later than 20 June 2026 at 15.00 hrs Bhutan Standard Time (BST). The Proposal will be opened on the same day at 15:30 hrs BST.

The procedures and requirements for preparing and submitting proposals are described in the complete RFP Document, which includes the following sections:

- Section I - Letter of Invitation
- Section II - Instructions to Consultants
- Section III - Bid Data Sheet
- Section IV - Standard Bidding Forms
- Section V - General Conditions of Contract
- Section VI - Special Conditions of Contract
- Section VII - Terms of Reference
- Section VIII - Standard Forms of Contract
- Section IX - Performance Evaluation System

The consulting firm will be selected in accordance with the Least-Cost Selection method as described in the RFP Document.

Address for response:

Samphel Norbu
Contracts and Procurement Division
Wangchhu Hydroelectric Power Limited
Post Box No. 202
Dhoewa Lam
Phuentsholing, Bhutan
Email: s.norbu5024@whpl.bt
Tel: +975-17767216



SECTION II – INSTRUCTION TO CONSULTANTS



SECTION II – INSTRUCTION TO CONSULTANTS

ITC. 1. Definitions

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

ITC. 2. Introduction

ITC.2.1. WHPL will select the Consultant from those listed in the Letter of Invitation in accordance with the method of selection specified in the Bid Data Sheet (BDS). The shortlisted Consultants are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, as specified in the BDS for Consulting Services required for the assignment named in the BDS. The Proposal will be the basis for contract negotiations and ultimately for a signed Contract with the selected Consultant.

ITC.2.2. Consultants should familiarize themselves with local conditions and take these into account in preparing their Proposals if necessary.

ITC.2.3. WHPL will provide at no cost to the Consultant the inputs and facilities specified in the BDS as per requirement, assist the Consultant on best effort basis in obtaining licenses and permits needed to carry out the Services, and make available relevant project data and reports.

ITC.2.4. Consultants shall bear all costs with the preparation and submission of their proposals and contract negotiation. WHPL is not bound to accept any proposal and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the WHPL.

ITC. 3. Conflict of Interest

ITC.3.1. WHPL requires that Consultants provide professional, objective and impartial advice, and at all times hold WHPL's interests paramount, strictly avoid conflicts with other assignments or their own corporate interests, and act without any consideration for future work. Without limitation on the generality of the foregoing Consultants, and any of their affiliates, shall be considered to have a conflict of interest, and shall not be awarded a contract, under any of the circumstances set forth below:

- a) **Conflicting Activities:** A firm that has been engaged by WHPL to provide goods, works or services other than Consulting Services for a project, and any of its affiliates, shall be disqualified from providing Consulting Services related to those goods, works or services. A firm hired to provide Consulting Services for the preparation or implementation of a project, and any of its affiliates, shall be disqualified from subsequently providing goods or works or services resulting from or directly related to the firm's Consulting Services for such preparation or implementation. For the purposes of this clause, services other than Consulting Services are defined as those leading to a measurable physical output, for example surveys, exploratory drilling, aerial photography, and satellite imagery.
- b) **Conflicting Assignments:** A Consultant, including its Sub Consultants, affiliates and the Personnel of any of the foregoing, shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant to be executed for WHPL or for another Procuring Agency. Similarly, a Consultant hired to prepare Terms of Reference for an assignment, or otherwise to provide any other services during the preparatory stages of the assignment or of the project of which the assignment forms a part, shall not be hired for the assignment in question.
- c) **Conflicting Relationships:** A Consultant, including its Sub Consultant, affiliates and the Personnel of any of the foregoing:



- i. that has a business relationship with a member of WHPL’s staff who is directly or indirectly involved in any part of (i) the preparation of the Terms of Reference of the assignment, (ii) the selection process for such assignment, or (iii) supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to WHPL throughout the selection process and the execution of the Contract.
- ii. that employs or otherwise engages a spouse, or any of the dependent parent of an employee or close relative of WHPL employee, shall not be eligible to be awarded a Contract. For the purposes of this sub-paragraph, a close relative is defined as immediate family which includes, brother, sister, and own children.

ITC.3.2. Consultants have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interests of WHPL, or that may reasonably be perceived as having Conflict of Interest. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.

ITC.3.3. When the Consultant nominates any present or previous government employee as Personnel in its Technical Proposal, such Personnel must have written certification from the Royal Civil Service Commission of Bhutan or their employer confirming that:

- a) They are not current employees of their previous official employer,
- b) They are on leave without pay from their official position, and
- c) They are allowed to work full-time outside of their previous official position.

Such certification (s) shall be provided to WHPL by the Consultant as part of its Technical Proposal.

ITC.3.4. When the Consultant nominates any former employee of WHPL as Personnel in its Technical Proposal it must ensure, and so certify in its Technical Proposal, that no conflict of interest exists in the scope of the former employee’s inclusion within the Consultant’s Personnel being proposed to provide the Consultancy Services.

ITC. 4. Fraud and Corruption

ITC.4.1. WHPL requires that Consultants, their Sub-Consultants and the Personnel of them both, shall observe the highest standards of ethics during the procurement 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.12.

ITC.4.2. WHPL will reject a Proposal for award if it determines that the Consultant 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.

ITC.4.3. WHPL will sanction a Consultant or individual, including declaring them ineligible, either indefinitely or for a stated period of time, to be awarded a Contract if at any time it determines that they have, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for, or in executing, for the Contract in question.

ITC.4.4. WHPL requires that Consultants, as a condition of admission to eligibility, execute and attach to their Bids an Integrity Pact Statement in the form provided in FORM TECH-10: Integrity Pact Statement of Section III. Failure to provide a duly executed Integrity Pact Statement may result in disqualification of the Bid; and



ITC.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.

ITC.4.6. Furthermore, the Bidders shall make themselves fully aware of the provisions stated in GCC.12.

ITC.4.7. Consultants shall furnish information on commissions and gratuities, if any, paid or to be paid to agents relating to this proposal and during execution of the assignment if the Consultant is awarded the Contract, as requested in the Form FIN-1 of Section IV.

ITC. 5. Eligible Countries

ITC.5.1. Consultancy Services provided under the Contract may originate from any country except if:

- a) as a matter of law or official regulation, RGoB prohibits commercial relations with that country; or
- b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, Bhutan prohibits any services from that country or any payments to persons or entities in that country.

ITC. 6. Only One Proposal per Consultant

ITC.6.1. A Consultant may only submit one proposal against this RFP. If a Consultant submits or participates in more than one proposal, such proposals shall be disqualified. However, this does not limit the participation of the same Sub-Consultant, including individual experts, in more than one proposal.

ITC. 7. Proposal Validity

ITC.7.1. The BDS indicates how long Consultants' Proposals must remain valid after the submission date. During this period, Consultants shall maintain the availability of professional staff nominated in the Proposal. WHPL will make its best efforts to complete evaluation and negotiations within this period. Should the need arise, WHPL may request Consultants in writing to extend the validity period of their proposals. Consultants who agree to such extension shall confirm in writing that they maintain the availability of the professional staff nominated in the Proposal or, in their confirmation of extension of validity of the Proposal. Consultants could submit new staff in replacement who would be considered in the final evaluation for Contract award. Consultants who do not agree have the right to refuse to extend the validity of their Proposals.

ITC. 8. Eligibility of Sub-consultants

ITC.8.1. In case a shortlisted Consultant intends to associate with other Consultants who have not been shortlisted and/or individual expert (s), such other Consultants and/or individual expert (s) shall be subject to the eligibility criteria as are stipulated in the BDS.

ITC. 9. Exclusion of Consultant or Sub-consultant

ITC.9.1. A Consultant and any Sub-consultant shall not be permitted to submit a proposal or to be awarded a Contract under any of the following circumstances:

- a) The Consultant/ Sub-consultant 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 Consultant's/ Sub-consultant's affairs are being administered by a court, judicial officer or appointed liquidator; or



- c) The Consultant/ Sub-consultant 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 Consultant/ Sub-consultant has been found guilty of professional misconduct by any competent authority as per law; or
- e) The Consultant/ Sub-consultant has been guilty of misrepresentation in supplying information in its proposal or in the prior process leading to it being classified as a shortlisted Consultant; or the Consultant/ Sub-consultant 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
- f) The Consultant/ Sub-consultant has been declared by WHPL to be ineligible for participation in invitation of proposal on account of any fraud and/or corruption in competing or executing a Contract; or
- g) The Consultant/ Sub-consultant has not fulfilled any of the contractual obligations with the WHPL in the past; or
- h) The Consultant/ Sub-consultant has been debarred from participation in public procurement by any competent authority as per law.

ITC. 10. Clarifications and Amendments of RFP Documents

ITC.10.1. Consultants may request a clarification of any part of the RFP document up to the date indicated in the BDS before the proposal submission date. Any request for clarification must be sent in writing to WHPL's address indicated in the BDS. WHPL will respond in writing, and will send written copies of the response (including an explanation of the query but without identifying the source of the inquiry) to all Consultants, not later than 15 days prior to the dateline/extended dateline for submission of proposals. Should WHPL deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure under ITC.10.3 below.

ITC.10.2. A pre-proposal meeting will be conducted only if strictly necessary to clarify doubts and concerns of the shortlisted Consultants prior to submission of proposals. Consultants are encouraged to attend a pre-proposal meeting if one is specified in the BDS. Attending the pre-proposal meeting is optional. Minutes of the pre-proposal meeting shall be circulated to all shortlisted Consultants.

ITC.10.3. At any time before the submission of Proposals WHPL may amend the RFP by issuing an addendum in writing. The addendum shall be sent to all shortlisted Consultants and will be binding on them WHPL shall in no way responsible for any ignorance of the Consultant about the amendment to the proposals. To give Consultants reasonable time in which to take an addendum into account in their Proposals, WHPL may, if the addendum is substantial, extend the deadline for the submission of Proposals.

ITC. 11. Proposal Security

ITC.11.1. The Consultant shall furnish, as part of its Proposal, a Proposal Security in original form, denominated in the currency and in the amount specified in the BDS.

ITC.11.2. The Proposal Security shall:

- a) at the Consultant's option, be in any of the following forms:
 - i. a Cash Warrant; or
 - ii. a Demand Draft; or
 - iii. Banker's Cheque/Cash order; or



- iv. a Bank Guarantee as per Form Tech-14 of Section III
 - b) be issued by a financial institution of Bhutan or any foreign bank acceptable and enforceable in any financial institution of Bhutan;
 - c) be promptly payable upon written demand by WHPL in case any of the conditions listed in ITC.11.6 are invoked;
 - d) remain valid for a period of thirty (30) days beyond the end of the validity period of the Proposal , as extended, if applicable, in accordance with ITC. 7. Accordingly, the Proposal Security shall remain valid till the date specified in the BDS.
- ITC.11.3. The Proposal Security is to be submitted in a separate sealed envelope. Any Proposal not accompanied by adequate Proposal Security and validity shall be rejected by WHPL as non-responsive.
- ITC.11.4. No interest shall be paid by WHPL on the Proposal Security.
- ITC.11.5. The Proposal Security shall be returned to successful and unsuccessful Consultants as promptly as possible upon signing of the Contract Agreement.
- ITC.11.6. The Proposal Security shall be forfeited:
- a) if a Consultant withdraws its Proposals as a whole or in part during the period of Proposal validity; or
 - b) if the selected Consultant fails to sign the Contract in accordance with ITC. 25:
- ITC.11.7. The Proposal Security of a JV must be in the name of the lead member.

ITC. 12. Preparation of Proposals

- ITC.12.1. The Proposal, as well as all related correspondence exchanged by the Consultant and WHPL, shall be in English.
- ITC.12.2. In preparing their Proposals, Consultants are expected to examine in detail the documents comprising the RFP. Material deficiencies in providing the information requested may result in rejection of a Proposal.
- ITC.12.3. While preparing the Technical Proposal, Consultants must pay particular attention to the following:
- a) If a shortlisted Consultant considers that it may enhance its expertise for the assignment by associating with other Consultants in a joint venture/consortium/association or sub-consultancy it may associate with either (a) non-shortlisted Consultant(s), or (b) shortlisted Consultants, if so indicated in the BDS provided such shortlisted consultant is not participating in the bidding process himself as bidder. In the case of a joint venture/consortium/association, all partners shall be jointly and severally liable and shall indicate who will act as the leader of the joint venture/consortium/association. In the case of a joint venture/consortium/association with non-shortlisted Consultant(s), the shortlisted Consultant shall act as joint venture/consortium/association leader.
 - b) The estimated number of Professional staff-months or the budget for executing the assignment shall be shown in the BDS, but not both. However, the Proposal shall be based on the number of Professional staff-months or the budget estimated by the Consultant.
 - c) For fixed-budget-based assignments, the available budget is given in the BDS, and the Financial Proposal shall not exceed this budget, while the estimated number of Professional staff-months shall not be disclosed.



- d) Alternative professional staff shall not be proposed, and only one curriculum vita (CV) may be submitted for each position.

ITC. 13. Technical Proposal, Format and Content

ITC.13.1. Depending on the nature of the assignment, Consultants are required to submit a Full Technical Proposal (FTP). The BDS indicates the format of the Technical Proposal to be submitted. Submission of the Technical Proposal on format other than prescribed will result in the Proposal being deemed non-responsive.

ITC.13.2. The Technical Proposal shall provide all the information as indicated below using the Forms provided under Section III. Paragraph (c) below indicates the recommended number of pages for the description of the approach, methodology and work plan. A page is considered to be one printed side of A4 or letter size paper.

- a) For the Technical Proposal, a brief description of the Consultant's organization and an outline of the recent experience of the Consultant on assignments of a similar nature is required in Form Tech-3 of Section III. In the case of a joint venture/consortium/association, this information should be provided for each partner. For each assignment, the outline should indicate the names of Sub-Consultants/Professional staff who participated, the duration of the assignment, the Contract amount, and the Consultant's involvement. Information should be provided for all those assignments for which the Consultant was legally contracted as a corporation or as one of the major firms within a joint venture/consortium/association. Assignments completed by individual Professional staff working privately or through other consulting firms cannot be claimed as the experience of the Consultant, or that of the Consultant's associates, but can be claimed by the Professional staff themselves in their CVs. Consultants should be prepared to substantiate the claimed experience if so requested by WHPL.
- b) For the Technical Proposal comments and suggestions on the Terms of Reference including workable suggestions that could improve the quality/effectiveness of the assignment; and on requirements for counterpart staff and facilities including: administrative support, office space, local transportation, equipment, data, etc. to be provided by WHPL (Form Tech-3 of Section III).
- c) A description of the approach, methodology and work plan for performing the assignment and covering the following subjects: technical approach and methodology, work plan, and organization and staffing schedule. Guidance on the content of this section of the Technical Proposals is provided under Form Tech-4 of Section III. The work plan should be consistent with the Work Schedule (Form Tech-8 of Section III), which shall also be provided and which will show in the form of a bar chart the timing proposed for each activity.
- d) The list of the proposed professional staff team by area of expertise, the position that would be assigned to each staff team member, and their tasks (Form Tech-5 of Section III).
- e) CVs of the Professional staff signed by the staff themselves or by the authorized representative of the Professional Staff (Form Tech-6 of Section III). CVs shall be supported by at least two references from past client.
- f) Estimates of the staff input (staff-months of foreign and local professionals) needed to carry out the assignment (Form Tech-7 of Section III). The staff-months input should be indicated separately for home office and field activities, and for foreign and local Professional staff.
- g) A detailed description of the proposed methodology and staffing for training, if the BDS specifies training as a specific component of the assignment.



- h) Any drawings and/or specifications that form part of the Technical Proposal (Form Tech-9 of Section III).
- i) Integrity Pact Statement (Form Tech- 10 of Section III) [if applicable].
- j) Declaration confirming the absence of any conflict of interest (Form Tech-11 of Section III)
- k) Affidavit/Self-Declaration Regarding Eligibility of Bidder (Form Tech-12 of Section III)
- l) Bidder Information Form (Form Tech-13 of Section III)
- m) Performance Evaluation System Acceptance Form (Form Tech-15 of Section III)

ITC.13.3. The Technical Proposal shall not include any financial information. A Technical Proposal containing financial information may be declared non-responsive.

ITC. 14. Financial Proposals

ITC.14.1. The Financial Proposal shall be prepared using the attached Forms provided under Section IV. The type of contract WHPL shall be awarding shall be specified in BDS. It shall list all costs associated with the assignment, including (a) remuneration for staff (foreign and local, in the field and at the Consultant's home office), and (b) reimbursable expenses indicated in the BDS and (c) taxes payable in the home country of the consultant. If appropriate, these costs should be broken down by activity and, if also appropriate, into foreign and local expenditures. All activities and items described in the Technical Proposal must be priced separately; activities and items described in the Technical Proposal but not priced shall be assumed to be included in the prices of other activities or items.

ITC.14.2. In case of Foreign Consultants (as individual or as a firm), the consultant may express the price of their services in freely convertible currencies, as specified BDS. The Consultants shall state the portion of their price representing local costs in Bhutanese Ngultrum (BTN).

ITC. 15. Taxes

ITC.15.1. The Consultant may be subject to local taxes (such as value added or sales tax, social charges or income taxes on non-resident Foreign Personnel, duties, fees, levies, etc.) on amounts payable by WHPL under the Contract. WHPL will state in the BDS if the Consultant is subject to payment of any local taxes. Any such amounts shall not be included in the Financial Proposal as they will not be evaluated, but they will be discussed at contract negotiations, and applicable amounts will be included in the Contract.

ITC.15.2. If, after seven (7) days prior to the last date of Bid submission, any law, regulation, ordinance, order or by law having the force of law is enacted, promulgated, abrogated or changed in the Kingdom of Bhutan (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the costs and expenses of the Consultant 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 Consultant 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 Consultant/assignee of Foreign Consultant (if applicable).

ITC. 16. Sealing and Submission of Proposal

ITC.16.1. The Proposals shall contain no interlineations or overwriting, except as necessary to correct errors made by the Consultant itself. The person who signed the Proposal must initial such corrections. Submission letters for the Technical and Financial Proposals shall



respectively be in the format of Form Tech-1 of Section III and Form FIN-1 of Section IV.

- ITC.16.2. An authorized representative of the Consultant shall initial all pages of the Technical and Financial Proposals. The authorization shall be in the form of a written power of attorney accompanying the Proposal. The signed Technical and Financial Proposals shall be marked "Original".
- ITC.16.3. The Technical Proposal shall be marked "Original" or "Copy" as appropriate. The Technical Proposals shall be sent to the addresses provided in the BDS and in the number of copies indicated in the BDS. All required copies of the Technical Proposal are to be made from the original. If there are discrepancies between the original and the copies of the Technical Proposal, the original shall govern.
- ITC.16.4. The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked "Technical Proposal". Similarly, the original Financial Proposal shall be placed in a sealed envelope clearly marked "Financial Proposal" followed by the reference number and name of the assignment, and with a warning "Do Not Open With The Technical Proposal."
- ITC.16.5. The envelopes containing the Technical and Financial Proposals shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address, reference number and title of the assignment, and be clearly marked.
- ITC.16.6. WHPL shall not be responsible for misplacement, loss or premature opening of the outer envelope if it is not sealed and/or marked as stipulated. This circumstance may be a case for Proposal rejection. If the Financial Proposal is not submitted in a separate sealed envelope duly marked as indicated above, this will constitute grounds for declaring the Proposal non-responsive.
- ITC.16.7. All inner envelopes shall:
- a) be signed across their seals by the person authorized to sign the Proposal on behalf of the Consultant;
 - b) be marked "ORIGINAL" or "COPIES"; and
 - c) indicate the name and address of the Consultant to enable the Proposal to be returned unopened in case it is required to be returned.
- ITC.16.8. All inner and outer envelopes shall be sealed with adhesive or other sealant which will prevent re-opening.
- ITC.16.9. The Proposals shall be delivered by hand or by registered post in sealed envelopes to the address/addresses indicated in the BDS and received by WHPL no later than the time and the date indicated in the BDS or any extension to this date in accordance with ITC.10.3. Any proposal received after the deadline for submission shall be returned unopened.

ITC. 17. Withdrawal and Substitution of Proposals

- ITC.17.1. A Consultant may withdraw or substitute its Proposal after it has been submitted by sending a written notice in accordance with ITC. 16, duly signed by an authorized representative, and shall include a copy of the authorization (the power of attorney) in accordance with ITC.16.2. Any substitution of a Proposal must accompany the respective written substitution notice. All notices must be:
- a) submitted in accordance with ITC. 16 above (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked "Withdrawal" or "Substitution",



- b) received by WHPL prior to the deadline prescribed for submission of Proposals, in accordance with ITC.16.9.

ITC.17.2. Proposals requested to be withdrawn in accordance with ITC.17.1 shall be returned unopened to the Consultants.

ITC.17.3. No Proposal may be withdrawn or substituted in the interval between the deadline for submission of Proposals and the expiry of the period of Proposal validity specified by the Consultant in its Proposal or any extension thereof.

ITC. 18. Opening of Proposals

ITC.18.1. Immediately after the closing date and time for submission of Proposals any envelopes marked "Withdrawal" and accompanied by a properly authorized withdrawal notice shall be put aside and stored safely and securely ready for return to the Consultant including their Proposal.

ITC.18.2. WHPL then shall open all remaining Technical Proposals, including any substitutions accompanied by a properly authorized substitution notice. The Financial Proposals shall remain sealed and securely stored.

ITC. 19. Evaluation to be Confidential

ITC.19.1. From the time the Proposals are opened to the time the Contract is awarded, the Consultant shall not contact WHPL on any matter related to its Technical and/or Financial Proposal. Any effort by any Consultant to influence WHPL in the examination, evaluation, ranking of Proposals, and recommendation for Award of Contract may result in the rejection of the Consultant's Proposal.

ITC.19.2. After the opening of Proposals, information concerning the Proposal documents or any part of the contents thereof shall not be released to any person or party that is not a member of the Proposal Evaluation Committee.

ITC.19.3. The evaluation proceedings shall be kept confidential at all times until the award of Contract is announced.

ITC.19.4. Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded and approved by the Competent Authority of WHPL.

ITC. 20. Evaluation of Technical Proposals

ITC.20.1. The Evaluation Committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub-criteria and points system specified in the BDS. Each responsive Proposal will be given a technical score (St). A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP, particularly the Terms of Reference, or if it fails to achieve the minimum technical score or any other criteria indicated in the BDS.

ITC.20.2. Following the ranking of Technical Proposals, when selection is based on quality only (QBS), the first ranked Consultant shall be invited to negotiate its proposal for award of Contract in accordance with the instructions given under ITC. 22 of these Instructions. For QCBS the Consultant scoring the highest combined score will be invited to Pre- Award discussion and negotiation. In case of LCS the consultant quoting the least price will be called for Pre-Award discussion and negotiation.

ITC. 21. Public Opening and Evaluation of Financial Proposals

(Applicable only for QCBS, FBS, and LCS)

ITC.21.1. After the technical evaluation is completed, WHPL shall inform the Consultants who have submitted proposals the technical scores obtained by their Technical Proposals, and shall notify those Consultants whose Proposals did not meet the minimum qualifying mark, or



were considered non responsive to the RFP and TOR, that their Financial Proposals will be returned unopened after completing the selection process. WHPL shall simultaneously notify in writing those Consultants that have secured the minimum qualifying mark, the date, time and location for opening the Financial Proposals. The opening date shall allow Consultants sufficient time to make arrangements for attending the opening. Consultants' attendance at the opening of Financial Proposals is optional.

ITC.21.2. Financial Proposals shall be opened publicly in the presence of the Consultants representatives who choose to attend. The names of the Consultants and their technical scores shall be read aloud. The Financial Proposals of the Consultants who met the minimum qualifying mark will then be inspected to confirm that they have remained sealed and unopened. These Financial Proposals shall be then opened, and the following information read out and recorded:

- a) name of the Consultant;
- b) points awarded to the Technical Proposal; and
- c) total price of the Financial Proposal.

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

ITC.21.3. WHPL shall prepare a record of the opening of the Financial Proposals, which shall include the information disclosed to those present in accordance with ITC.21.2 above. The minutes shall include, as a minimum:

- a) the assignment title and reference number;
- b) the date, time and place of opening of the Financial Proposals;
- c) the prices offered by the Consultant;
- d) the name and nationality of each Consultant;
- e) the names of attendees at the opening of the Financial Proposals, and of the Consultant they represent;
- f) details of any complaints or other comments made by Consultants' representatives attending the opening of the Financial Proposals, including the names and signatures of the representatives making the complaint(s) and/or comment(s); and
- g) the names, designations and signatures of the members of the Proposal Opening Committee or Tender Committee as the case may be.

The Consultants' representatives who are present shall be requested to sign the record. The omission of a representative's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Consultants who submitted Proposals.

ITC.21.4. The Evaluation Committee will correct any computational errors. When correcting computational errors, in case of any discrepancy between a sub total amount and the total amount, or between words and figures, the formers shall prevail. In addition to the above corrections, activities and items described in the Technical Proposal but not priced shall be assumed to be included in the prices of other activities or items. In case an activity or line item is quantified in the Financial Proposal differently from the Technical Proposal:

- a) if the **Time-Based form of Contract** has been included in the RFP, the Evaluation Committee shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity and correct the total Proposal cost, and



- b) if the **Lump-Sum form of Contract** has been included in the RFP, no corrections are applied to the Financial Proposal in this respect.

Prices shall be converted to a single currency using the selling rates of exchange, source and date indicated in the BDS.

ITC.21.5. In the case of QCBS, the lowest evaluated Financial Proposal (Fm) will be given the maximum financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals will be computed as indicated in the BDS. Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) indicated in the BDS: $S = St \times T\% + Sf \times P\%$. The firm achieving the highest combined technical and financial score will be invited for negotiations.

ITC.21.6. **In the case of Fixed-Budget Selection**, WHPL will select the firm that submitted the highest ranked Technical Proposal within the budget. Proposals that exceed the indicated budget will be rejected. **In the case of Least-Cost Selection**, WHPL will select the lowest proposal among those that passed the minimum technical score. In both cases the evaluated proposal price according to ITC.21.5 shall be considered, and the selected firm invited for negotiations.

ITC.21.7. The Consultants of Bhutan nationality herein after referred to as Domestic Consultant shall be given preferential treatment in award of contract as specified in the BDS. The Domestic Consultant shall provide all evidence to the satisfaction of WHPL to prove that the Consultant meets the criteria to be eligible for a margin of preference in comparison of its Proposal with those of the Consultants who do not qualify for the preference. The preference can be availed provided the Domestic Consultant shall ensure that specific percentage as specified in BDS of the total man hours/ man days deployed should be of a person having Nationality of Bhutan.

ITC.21.8. For the purpose of price preference, the Joint Venture of Domestic Consultant with International Consultant shall be treated as Domestic Bidder provided fifty percent (50%) of the total man hours/man days deployed shall be nationals having Nationality of Bhutan.

ITC. 22. Negotiations

ITC.22.1. Negotiations will be held at the date and address indicated in the BDS. The invited Consultant will, as a pre-requisite for attendance at the negotiations, confirm availability of all Professional staff. Failure to satisfy this requirement may result in WHPL proceeding to negotiate with the next-ranked Consultant. Representatives conducting negotiations on behalf of the Consultant must have written authority to negotiate and conclude a Contract.

ITC.22.2. Technical Negotiations

- a) Negotiations will include a discussion of the Technical Proposal, the proposed technical approach and methodology, work plan, organization and staffing, any suggestions made by the Consultant to improve the Terms of Reference, and the Special Conditions of Contract. WHPL and the Consultant will finalize the Terms of Reference, staffing schedule, work schedule, logistics and reporting. These documents will then be incorporated into the Contract as "Description of Services". Special attention will be paid to defining clearly the inputs and facilities required from WHPL in order to ensure satisfactory implementation of the assignment. WHPL shall prepare minutes of the negotiations, which shall be signed by WHPL and the Consultant. The negotiations shall not substantially alter the original Terms of Reference or the terms of the Contract.

ITC.22.3. Financial Negotiations



- a) If applicable, it is the responsibility of the Consultant, before starting financial negotiations, to contact the local tax authorities to determine the local tax amount to be paid by the Consultant under the Contract. The financial negotiations will include a clarification (if any) of the Consultant's tax liability in Bhutan, and the manner in which it will be reflected in the Contract; and will reflect the agreed technical modifications in the cost of the services.
- b) In the cases of QCBS, Fixed-Budget Selection and the Least-Cost Selection methods involving time based Contracts, unless there are exceptional reasons the financial negotiations will involve neither the remuneration rates for staff nor other proposed unit rates. For other methods, Consultants will provide WHPL with the information on remuneration rates.
- c) In the case of a Lump Sum Contract where price is a factor of selection, the price shall not be negotiated.
- d) Reimbursable costs are payable on an actual expense incurred basis, and thus shall not be subject to financial negotiation.

ITC.22.4. Conclusion of Negotiations

- a) Negotiations will conclude with a review of the draft Contract. To complete negotiations, WHPL and the Consultant will initial the agreed Contract. If negotiations fail, WHPL shall inform the Consultant in writing of the reasons for termination of the negotiations and then shall invite the Consultant whose Proposal received the second highest combined technical and financial score in case of QCBS to negotiate a Contract. In case of lump sum and least cost basis the next lowest will be considered. Once negotiations commence with the second ranked Consultant, WHPL shall not reopen the earlier negotiations.

ITC. 23. Availability of Professional Staff/Experts

ITC.23.1. Before contract negotiations, WHPL will require assurances that the Professional staff will actually be available. WHPL will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or for reasons such as death or medical incapacity. If this is not the case and if it is established that Professional staff were offered in the proposal without confirming their availability, the Consultant may be disqualified. Any proposed substitute shall have equivalent or better qualifications and experience than the original candidate and be submitted by the Consultant within the period of time specified in the letter of invitation to negotiate.

ITC. 24. WHPL's Right to Accept Any Proposal and to Reject Any or All Proposals

ITC.24.1. WHPL reserves the right to accept or reject any Proposal, and to annul the Request for Proposals process and reject all Proposals at any time prior to Contract award, without thereby incurring any liability to Consultants.

ITC.24.2. 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 financial evaluation. WHPL may request the Bidder to submit the necessary information or documentation within a reasonable period of time to rectify non- material deviation or omission in the bid related to the 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 bid.



ITC. 25. Award of Contract

ITC.25.1. After completing negotiations WHPL shall award the Contract to the selected Consultant, and as soon as possible notify unsuccessful Consultants after signing of the Contract Agreement with the successful Consultant. .

ITC.25.2. Following the decision to award the Contract to the selected Consultant, the parties shall enter into a written Contract binding on both parties. The Contract shall be compatible with the Applicable Laws of Bhutan and substantially in the Form B of Section VI of this RFP. The Contract shall be signed by the duly authorized representatives of the parties and shall bear the date of signature.

ITC.25.3. Where both the parties do not sign the Contract simultaneously,

- a) WHPL shall send to the selected Consultant two original copies of (1) the full agreed Contract and (2) the letter of acceptance (notification of award), each signed by the its duly authorized representative together with the date of signature;
- b) The letter of acceptance shall indicate the deadline by which it must be accepted, which shall normally be not more than 15 days from the date of its receipt by the Consultant;
- c) The Consultant, if he agrees to conclude the Contract, shall sign and date all original copies of the Contract and the letter of acceptance and return one copy of each to WHPL before the expiry of the deadline indicated in the letter of acceptance;
- d) In case the selected Consultant fails to sign the Contract agreement within the deadline specified in the letter of acceptance the Contract shall be awarded to the next lowest evaluated Consultant after concluding the negotiations as may be necessary. Such a failure shall be considered as withdrawal and the provisions of ITC.11.6 shall apply.

ITC.25.4. The Consultant is expected to commence the assignment on the date and at the location specified in the BDS.

ITC. 26. Debriefing by WHPL

ITC.26.1. On receipt of WHPL's Notification of Award referred to in ITC.25.1, 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 has been received within this deadline.

ITC.26.2. Where a request for debriefing has been received within the deadline, WHPL shall provide a debriefing within five (5) working days.

ITC.26.3. 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.

ITC.26.4. 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.

ITC. 27. Confidentiality

ITC.27.1. Information relating to evaluation of Proposals and recommendations concerning awards shall not be disclosed to the Consultants who submitted the Proposals or to other persons not officially concerned with the process, until the publication of the award of Contract.



The undue use by any Consultant of confidential information related to the process may result in the rejection of its Proposal.

ITC. 28. Performance Evaluation of Consultant

- ITC.28.1. A consultant performance evaluation is a standardized, systematic and objective assessment of a consultant's performance on a specific project contract.
- ITC.28.2. The performance evaluation criteria shall be used by each Project Manager/Site Engineer immediately with the commissioning of any services after the award of contract. The contractors shall be evaluated as the work progresses.
- ITC.28.3. The Performance Evaluation System for Contractors is at SECTION VIII of this Bidding Document.
- ITC.28.4. The Contractor is required to sign and submit the Form TCH15: Performance Evaluation Acceptance along with their bid.



SECTION III – BID DATA SHEET



BID DATA SHEET

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

ITC Clause Reference	Data
ITC.2.1	Method of selection: Least-Cost Selection (LCS)
ITC.2.1	Financial Proposal in a separate envelope to be submitted with Technical Proposal: Yes The name of the assignment is: Consultancy Services for Review of Design and Engineering for Wangchhu Hydroelectric Project Time for completion: 60 months from the date of contract signing
ITC.2.3	WHPL will provide the following inputs and facilities: As specified in the ToR
ITC.7.1	Proposal must remain valid till: 19 July 2026
ITC.8.1	Eligibility of sub-consultant: Applicable
ITC.10.1	Clarifications may be requested not later than: 3 June 2026 Clarifications on Bidding Documents may be obtained from: Samphel Norbu Contracts and Procurement Division Wangchhu Hydroelectric Power Limited Post Box No. 202 Dhoewa Lam Phuentsholing, Bhutan Email: s.norbu5024@whpl.bt Tel: +975-17767216 All clarifications shall be in writing and submitted in electronic format (PDF) and sent to the above email.
ITC.10.2	Pre-proposal Meeting: Only if required
ITC.11.1 and ITC.11.2 (d)	Proposal Security shall be BTN 4.00 million (or equivalent USD at the exchange rate of 1 USD = BTN 90) in the following forms: i) Cash Warrant/Demand Draft/Banker's Cheque ii) Unconditional Bank Guarantee as per FORM TECH-14 issued by a financial institute of Bhutan or any foreign bank acceptable and enforceable in any financial institution of Bhutan The Proposal Security shall be valid till: Six (6) months from the date of invitation of RFP. Bank Details Beneficiary Bank: Bank of Bhutan Limited. Beneficiary Bank's Account No: 11128915297 Intermediary Bank: State Bank of India, Hasimara Branch, India IFSC: SBIN0001447



ITC Clause Reference	Data
	Beneficiary Name: Wangchhu Hydroelectric Power Limited Beneficiary Account No: 229007257 Bank of Bhutan, Branch Name: Motithang Branch, Thimphu
ITC.12.3 (a)	Shortlisted Consultants who are not submitting their own proposal may associate with other shortlisted Consultants: Not Applicable
ITC.12.3 (b)	The estimated number of professional staff-months required for the assignment is: Refer Form FIN-4: Breakdown of Remuneration
ITC 13.2 (a)	In case the consulting firm is participating on the strength of Parent Holding and or any group company, the following technical proposal forms (if applicable) must be submitted for evaluation of technical proposal: <ul style="list-style-type: none"> • FORM TECH-16 • FORM TECH-17 • FORM TECH-18 • FORM TECH-19
ITC.13.2 (e)	CVs of the Professional staff signed by the staff themselves and by the authorized representative of the Professional Staff (Form Tech-6 of Section III). CVs shall be supported by at least two references from past client.
ITC.13.2 (g)	Training is a specific component of this assignment: Not Applicable
ITC.14.1	Type of Contract: Time-based and Lump-sum Contract
ITC.14.2	Financial Proposals <ol style="list-style-type: none"> i) The consultant may express the price of their services in USD/Euro/INR currencies ii) The Consultants shall state the portion of their price representing local costs in Bhutanese Ngultrum
ITC.15.1	For the income received from consulting services rendered in Bhutan, the Consultant is liable to pay local taxes (Business Income Tax) at 5% of the Contract Price for International firms.
ITC.16.3 & ITC.16.9	The Consultant must submit the proposal in the following manner read in conjunction with existing provisions under ITC 16: <p>For Offline Submission:</p> <ol style="list-style-type: none"> i) Proposal security (in original) in the form of as prescribed in BDS ITC.11.1 and ITC.11.2 (d). ii) Power of Attorney iii) Joint Venture/Consortium Agreement, if applicable. iv) Undertaking by the Parent Holding Company, if applicable. <p>For Electronic Submission: Refer BDS ITC-18</p> Proposals to be addressed to and submitted to: <p>Contracts and Procurement Division Wangchhu Hydroelectric Power Limited Post Box No. 202 Dhoewa Lam Phuentsholing, Bhutan</p>



ITC Clause Reference	Data																																										
	Email: s.norbu5024@whpl.bt Tel: +975-17767216 Date & Time (Bhutan Time) up to which Proposals will be received: Date: 20 June 2026 Time: 15:00 Hrs																																										
ITC. 18	The Proposal shall be opened on: Date: 20 June 2026 Time (BST): 15:30Hrs For electronic submission: The password for the Technical Proposal PDF file will be submitted by the Consultant to WHPL through email no later than the specified time for opening of technical proposals. The password for the financial proposal PDF file will not be submitted by the Consultant to WHPL at the time of opening of the technical proposals. After the technical evaluation is completed, WHPL shall request in writing those Consultants whose technical proposals were considered responsive to the RFP and TOR, and that have achieved the minimum qualifying technical score, to submit the password for the financial proposal PDF file. The password for the financial proposal PDF file will be submitted by the Consultants no later than the specified time on the date of opening of financial proposals notified by WHPL.																																										
ITC.20.1	Consulting firms shall provide information demonstrating that they have the required qualifications and relevant experience to perform the Services. The evaluation for technical qualification shall be based on the qualification criteria indicated below: <table border="1" data-bbox="379 1200 1391 1715"> <thead> <tr> <th data-bbox="387 1200 459 1234">SN</th> <th data-bbox="467 1200 1272 1234">Qualifying Criteria</th> <th data-bbox="1279 1200 1383 1234">Points</th> </tr> </thead> <tbody> <tr> <td data-bbox="387 1240 459 1341">1</td> <td data-bbox="467 1240 1272 1341">Experience in Review of Design and Engineering for construction of hydropower projects of similar size during the past 20 years</td> <td data-bbox="1279 1240 1383 1341">20</td> </tr> <tr> <td data-bbox="387 1348 459 1449">a)</td> <td data-bbox="467 1348 1272 1449">Firm's General Experience - Experience in providing consultancy services of design and engineering of Hydroelectric Project.</td> <td data-bbox="1279 1348 1383 1449">3</td> </tr> <tr> <td data-bbox="387 1449 459 1505"></td> <td data-bbox="467 1449 1272 1505"> <table border="1" data-bbox="555 1449 1256 1715"> <thead> <tr> <th data-bbox="563 1449 722 1505">Value (m \$)/ Job (nos.)</th> <th data-bbox="730 1449 850 1505">1-2</th> <th data-bbox="858 1449 978 1505">2-3</th> <th data-bbox="986 1449 1106 1505">3-4</th> <th data-bbox="1114 1449 1256 1505">>4</th> </tr> </thead> <tbody> <tr> <td data-bbox="563 1505 722 1538">1</td> <td data-bbox="730 1505 850 1538">0%</td> <td data-bbox="858 1505 978 1538">0%</td> <td data-bbox="986 1505 1106 1538">80%</td> <td data-bbox="1114 1505 1256 1538">90%</td> </tr> <tr> <td data-bbox="563 1538 722 1572">2</td> <td data-bbox="730 1538 850 1572">0%</td> <td data-bbox="858 1538 978 1572">80%</td> <td data-bbox="986 1538 1106 1572">90%</td> <td data-bbox="1114 1538 1256 1572">100%</td> </tr> <tr> <td data-bbox="563 1572 722 1606">3</td> <td data-bbox="730 1572 850 1606">80%</td> <td data-bbox="858 1572 978 1606">90%</td> <td data-bbox="986 1572 1106 1606">100%</td> <td data-bbox="1114 1572 1256 1606">100 %</td> </tr> <tr> <td data-bbox="563 1606 722 1639">4</td> <td data-bbox="730 1606 850 1639">90%</td> <td data-bbox="858 1606 978 1639">100%</td> <td data-bbox="986 1606 1106 1639">100%</td> <td data-bbox="1114 1606 1256 1639">100%</td> </tr> <tr> <td data-bbox="563 1639 722 1715">5</td> <td data-bbox="730 1639 850 1715">100%</td> <td data-bbox="858 1639 978 1715">100%</td> <td data-bbox="986 1639 1106 1715">100%</td> <td data-bbox="1114 1639 1256 1715">100%</td> </tr> </tbody> </table> </td> <td data-bbox="1279 1348 1383 1715"></td> </tr> </tbody> </table> <p data-bbox="555 1715 1018 1742"><i>Scores obtained shall not exceed maximum score</i></p>	SN	Qualifying Criteria	Points	1	Experience in Review of Design and Engineering for construction of hydropower projects of similar size during the past 20 years	20	a)	Firm's General Experience - Experience in providing consultancy services of design and engineering of Hydroelectric Project.	3		<table border="1" data-bbox="555 1449 1256 1715"> <thead> <tr> <th data-bbox="563 1449 722 1505">Value (m \$)/ Job (nos.)</th> <th data-bbox="730 1449 850 1505">1-2</th> <th data-bbox="858 1449 978 1505">2-3</th> <th data-bbox="986 1449 1106 1505">3-4</th> <th data-bbox="1114 1449 1256 1505">>4</th> </tr> </thead> <tbody> <tr> <td data-bbox="563 1505 722 1538">1</td> <td data-bbox="730 1505 850 1538">0%</td> <td data-bbox="858 1505 978 1538">0%</td> <td data-bbox="986 1505 1106 1538">80%</td> <td data-bbox="1114 1505 1256 1538">90%</td> </tr> <tr> <td data-bbox="563 1538 722 1572">2</td> <td data-bbox="730 1538 850 1572">0%</td> <td data-bbox="858 1538 978 1572">80%</td> <td data-bbox="986 1538 1106 1572">90%</td> <td data-bbox="1114 1538 1256 1572">100%</td> </tr> <tr> <td data-bbox="563 1572 722 1606">3</td> <td data-bbox="730 1572 850 1606">80%</td> <td data-bbox="858 1572 978 1606">90%</td> <td data-bbox="986 1572 1106 1606">100%</td> <td data-bbox="1114 1572 1256 1606">100 %</td> </tr> <tr> <td data-bbox="563 1606 722 1639">4</td> <td data-bbox="730 1606 850 1639">90%</td> <td data-bbox="858 1606 978 1639">100%</td> <td data-bbox="986 1606 1106 1639">100%</td> <td data-bbox="1114 1606 1256 1639">100%</td> </tr> <tr> <td data-bbox="563 1639 722 1715">5</td> <td data-bbox="730 1639 850 1715">100%</td> <td data-bbox="858 1639 978 1715">100%</td> <td data-bbox="986 1639 1106 1715">100%</td> <td data-bbox="1114 1639 1256 1715">100%</td> </tr> </tbody> </table>	Value (m \$)/ Job (nos.)	1-2	2-3	3-4	>4	1	0%	0%	80%	90%	2	0%	80%	90%	100%	3	80%	90%	100%	100 %	4	90%	100%	100%	100%	5	100%	100%	100%	100%	
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1	Experience in Review of Design and Engineering for construction of hydropower projects of similar size during the past 20 years	20																																									
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	<table border="1" data-bbox="555 1449 1256 1715"> <thead> <tr> <th data-bbox="563 1449 722 1505">Value (m \$)/ Job (nos.)</th> <th data-bbox="730 1449 850 1505">1-2</th> <th data-bbox="858 1449 978 1505">2-3</th> <th data-bbox="986 1449 1106 1505">3-4</th> <th data-bbox="1114 1449 1256 1505">>4</th> </tr> </thead> <tbody> <tr> <td data-bbox="563 1505 722 1538">1</td> <td data-bbox="730 1505 850 1538">0%</td> <td data-bbox="858 1505 978 1538">0%</td> <td data-bbox="986 1505 1106 1538">80%</td> <td data-bbox="1114 1505 1256 1538">90%</td> </tr> <tr> <td data-bbox="563 1538 722 1572">2</td> <td data-bbox="730 1538 850 1572">0%</td> <td data-bbox="858 1538 978 1572">80%</td> <td data-bbox="986 1538 1106 1572">90%</td> <td data-bbox="1114 1538 1256 1572">100%</td> </tr> <tr> <td data-bbox="563 1572 722 1606">3</td> <td data-bbox="730 1572 850 1606">80%</td> <td data-bbox="858 1572 978 1606">90%</td> <td data-bbox="986 1572 1106 1606">100%</td> <td data-bbox="1114 1572 1256 1606">100 %</td> </tr> <tr> <td data-bbox="563 1606 722 1639">4</td> <td data-bbox="730 1606 850 1639">90%</td> <td data-bbox="858 1606 978 1639">100%</td> <td data-bbox="986 1606 1106 1639">100%</td> <td data-bbox="1114 1606 1256 1639">100%</td> </tr> <tr> <td data-bbox="563 1639 722 1715">5</td> <td data-bbox="730 1639 850 1715">100%</td> <td data-bbox="858 1639 978 1715">100%</td> <td data-bbox="986 1639 1106 1715">100%</td> <td data-bbox="1114 1639 1256 1715">100%</td> </tr> </tbody> </table>	Value (m \$)/ Job (nos.)	1-2	2-3	3-4	>4	1	0%	0%	80%	90%	2	0%	80%	90%	100%	3	80%	90%	100%	100 %	4	90%	100%	100%	100%	5	100%	100%	100%	100%												
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ITC Clause Reference	Data																																																																																																																																	
	<p>b) Successful completion of assignments involving review or the design and engineering for the construction of similar size hydropower projects (outside the consulting firm's home country in at least two Countries). Different projects may be used to satisfy each of the following criterion:</p> <p>1) <i>Design and Engineering of projects with an installed unit capacity of not less than 100 MW [max points: 2]</i></p> <table border="1" data-bbox="544 573 1238 790"> <thead> <tr> <th>Capacity (MW)/ Job (nos.)</th> <th>200 - 300</th> <th>300 - 400</th> <th>400 - 500</th> <th>Above 500</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>70%</td> <td>80%</td> <td>90%</td> <td>100%</td> </tr> <tr> <td>2</td> <td>80%</td> <td>90%</td> <td>100%</td> <td>100%</td> </tr> <tr> <td>3</td> <td>90%</td> <td>100%</td> <td>100%</td> <td>100%</td> </tr> <tr> <td>4</td> <td>100%</td> <td>100%</td> <td>100%</td> <td>100%</td> </tr> </tbody> </table> <p>2) <i>Design and Engineering of dams (CFRD, RCC Concrete gravity, Arch dam). [max points: 4]</i></p> <table border="1" data-bbox="552 857 1238 1043"> <thead> <tr> <th>Height (m)/ Job (nos.)</th> <th>50 - 60</th> <th>60 - 70</th> <th>70 - 80</th> <th>Above 80</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>0%</td> <td>80%</td> <td>90%</td> <td>100%</td> </tr> <tr> <td>2</td> <td>80%</td> <td>90%</td> <td>100%</td> <td>100%</td> </tr> <tr> <td>3</td> <td>90%</td> <td>100%</td> <td>100%</td> <td>100%</td> </tr> <tr> <td>4</td> <td>100%</td> <td>100%</td> <td>100%</td> <td>100%</td> </tr> </tbody> </table> <p>3) <i>Design and Engineering of Powerhouse (Underground/ Surface/ Sub-surface): [max points: 2]</i></p> <table border="1" data-bbox="552 1144 1238 1330"> <thead> <tr> <th>Width (m)/ Job (nos.)</th> <th>15 - 18</th> <th>18 - 21</th> <th>21 - 24</th> <th>Above 24</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>70%</td> <td>80%</td> <td>90%</td> <td>100%</td> </tr> <tr> <td>2</td> <td>80%</td> <td>90%</td> <td>100%</td> <td>100%</td> </tr> <tr> <td>3</td> <td>90%</td> <td>100%</td> <td>100%</td> <td>100%</td> </tr> <tr> <td>4</td> <td>100%</td> <td>100%</td> <td>100%</td> <td>100%</td> </tr> </tbody> </table> <p>4) <i>Design and Engineering of Tunnel having minimum 5 m finished diameter with minimum length of 1000 m in one single project. [max points: 2]</i></p> <table border="1" data-bbox="552 1462 1238 1673"> <thead> <tr> <th>Diameter (m)/ Job (nos.)</th> <th>5 - 6</th> <th>6 - 7</th> <th>7 - 8</th> <th>> 8</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>70%</td> <td>80%</td> <td>90%</td> <td>100%</td> </tr> <tr> <td>2</td> <td>80%</td> <td>90%</td> <td>100%</td> <td>100%</td> </tr> <tr> <td>3</td> <td>90%</td> <td>100%</td> <td>100%</td> <td>100%</td> </tr> <tr> <td>4</td> <td>100%</td> <td>100%</td> <td>100%</td> <td>100%</td> </tr> </tbody> </table> <p>5) <i>Design and Engineering of steel lined or concrete lined Shaft of minimum 3m finished diameter [max points: 2]</i></p> <table border="1" data-bbox="552 1774 1238 1960"> <thead> <tr> <th>Height (m)/ Job (nos.)</th> <th>60 - 70</th> <th>70 - 80</th> <th>80 - 90</th> <th>Above 90</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>70%</td> <td>80%</td> <td>90%</td> <td>100%</td> </tr> <tr> <td>2</td> <td>80%</td> <td>90%</td> <td>100%</td> <td>100%</td> </tr> <tr> <td>3</td> <td>90%</td> <td>100%</td> <td>100%</td> <td>100%</td> </tr> <tr> <td>4</td> <td>100%</td> <td>100%</td> <td>100%</td> <td>100%</td> </tr> </tbody> </table>				Capacity (MW)/ Job (nos.)	200 - 300	300 - 400	400 - 500	Above 500	1	70%	80%	90%	100%	2	80%	90%	100%	100%	3	90%	100%	100%	100%	4	100%	100%	100%	100%	Height (m)/ Job (nos.)	50 - 60	60 - 70	70 - 80	Above 80	1	0%	80%	90%	100%	2	80%	90%	100%	100%	3	90%	100%	100%	100%	4	100%	100%	100%	100%	Width (m)/ Job (nos.)	15 - 18	18 - 21	21 - 24	Above 24	1	70%	80%	90%	100%	2	80%	90%	100%	100%	3	90%	100%	100%	100%	4	100%	100%	100%	100%	Diameter (m)/ Job (nos.)	5 - 6	6 - 7	7 - 8	> 8	1	70%	80%	90%	100%	2	80%	90%	100%	100%	3	90%	100%	100%	100%	4	100%	100%	100%	100%	Height (m)/ Job (nos.)	60 - 70	70 - 80	80 - 90	Above 90	1	70%	80%	90%	100%	2	80%	90%	100%	100%	3	90%	100%	100%	100%	4	100%	100%	100%	100%	12
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ITC Clause Reference	Data		
		c) Experience in Himalayan Geology/Region	5
	2	Qualification and Competence of Key Professional Staff Proposed	70
		i) Hydropower Expert	12
		ii) Engineering Geology Expert	12
		iii) Hydraulic Expert	10
		iv) Dam Expert	10
		v) Structural Expert	10
		vi) Electro-mechanical Expert	8
		vii) Hydro-Mechanical Expert	8
	3	Adequacy of Proposal by the Bidder	10
		a) Technical approach and methodology including latest technology	3
		b) Organisation and staffing	3
		c) Work Plan	2
		d) Proposal to Integrate WHPL Design Team	2
		Total	100
	<p>Note:</p> <ol style="list-style-type: none"> 1. Consulting firms must provide documentation demonstrating that they possess the required qualifications and relevant experience to perform the services. Evidence of having successfully completed design and engineering work must be duly certified by the respective client. 2. For Key Experts, consulting firms shall submit documentation verifying the qualifications and competencies of each proposed expert. The proposed Key Experts must meet the minimum qualification requirements outlined for the respective TOR. If any proposed expert does not satisfy the specified minimum qualifications, and the proposal remains among the highest-scoring technical and financial submissions, the consulting firm will be required during contract negotiations and prior to contract signing to replace the proposed expert with another candidate who fully meets the minimum qualification requirements specified in the TOR approved by the relevant authority. 3. The Employer will assess whether the proposed methodology is clear and responsive to the TOR, whether the work plan is realistic and implementable, whether the team composition is balanced and supported by an appropriate skills mix, and whether the work plan appropriately allocates inputs among Key Experts. <p>The points awarded based on the above evaluation shall constitute the Technical Score (St) for the consulting firms. The minimum Technical Score (St) required to qualify for the opening of the Financial Proposal shall be 80 points.</p>		
ITC.21.2	<p>Following the completion of the evaluation of the Technical Proposals, WHPL will notify the technically qualified Consultants of the location, date and time of the public opening of Financial Proposals.</p> <p>Any interested party who wishes to attend this public opening should contact Contracts & Procurement Division (C&PD) at E-mail: s.norbu5024@whpl.bt and request to be notified of the location, date and time of the public opening of Financial Proposals. The request should be made before the deadline for submission of Proposals, stated above.</p>		



ITC Clause Reference	Data
ITC.21.4	<p>The single currency for price conversions is Bhutanese Ngultrum (BTN).</p> <p>The official source of the selling exchange rates is Rates published by the Royal Monetary Authority (RMA), Bhutan.</p> <p>The date of exchange rates is Date of opening of Technical Proposals.</p>
ITC.21.7	<p>Preferential treatment for Domestic Bidder: Not Applicable</p>
ITC.22.1	<p>Expected date and address for contract negotiations:</p> <p>Mutually agreed date and time</p>
ITC.25.4	<p>Expected date for commencement of consulting services:</p> <p>Date of signing contract agreement</p>



SECTION IV – PROPOSAL FORMS



A - TECHNICAL PROPOSAL FORMS

FORM TECH-1: Technical Proposal Submission

[Location, Date]

To: [Name and address of WHPL]

Dear Sirs:

We, the undersigned, offer to provide the Consulting Services for [Insert title of assignment] in accordance with your Request for Proposal dated [Insert Date] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed in a separate envelope*.

We are submitting our Proposal in association with: [Insert a list with full name and address of each associated Consultant] **

We hereby declare that all the information and statements made in this Proposal are true and accept that any misrepresentation contained in it may lead to our disqualification. In this regard you may contact any of our previous Employers or the previous Employers of any of our sub-consultants or any of the employees thereof for further information.

If negotiations are held during the period of validity of the Proposal, i.e., before the date indicated in ITC.7.1, we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

We undertake, if our Proposal is accepted, to commence the Consulting Services related to the assignment not later than the date indicated in ITC.25.4 and to comply with all the provisions of the Contract.

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature [In full and initials]: _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

* [In case the BDS requires submission of a Technical Proposal only, replace this sentence with: "We are hereby submitting our Proposal, which includes this Technical Proposal only."]

** [Delete in case no association is foreseen.]



FORM TECH-2: Consultant's Organization and Experience

Form TECH-2: a brief description of the Consultant's organization and an outline of the recent experience of the Consultant that is most relevant to the assignment. In the case of a joint venture, information on similar assignments shall be provided for each partner. For each assignment, the outline should indicate the names of the Consultant's Key Experts who participated, the duration of the assignment, the contract amount (total and, if it was done in a form of a joint venture, the amount paid to the Consultant), and the Consultant's role/involvement.

A - Consultant's Organization

1. Provide here a brief description of the background and organization of your company, and – in case of a joint venture – of each member for this assignment.
2. Include organizational chart, a list of Board of Directors, and beneficial Employership
3. Financial Performance Records for the last Three (3) years comprising Balance Sheet and Profit & Loss Statement etc.

B - Consultant's General Experience

1. List only previous similar assignments successfully completed in the last Ten (10) years in the following Tabular Form.

Similar assignment: Design, Engineering and construction supervision of conventional hydroelectric project.

The period of Ten (10) years shall be considered from the date of invitation of RFP

2. List only those assignments for which the Consultant was legally contracted by the Client as a company or was one of the joint venture members. Assignments completed by the Consultant's individual experts working privately or through other consulting firms cannot be claimed as the relevant experience of the Consultant, or that of the Consultant's partners, but can be claimed by the Experts themselves in their CVs.
3. The Consultant must substantiate the claimed experience by presenting copies of relevant documents like experience certificates/work done certificates etc. and references.

C - Consultant's Specific Experience

1. List only previous similar assignments successfully completed in the last Twenty (20) years in the following Tabular Form.

Similar assignment: Design, Engineering and construction supervision of major components like Dam, Powerhouse, Tunnel, Pressure Shaft, Penstock & Design for Hydro-Mechanical and Electro-Mechanical works in any conventional hydroelectric project.



The period of Twenty (20) years shall be considered from the date of invitation of RFP

2. List only those assignments for which the Consultant was legally contracted by the Client as a company or was one of the joint venture members. Assignments completed by the Consultant's individual experts working privately or through other consulting firms cannot be claimed as the relevant experience of the Consultant, or that of the Consultant's partners, but can be claimed by the Experts themselves in their CVs.



Period of assignment	Name of the Project	Name of Client with Address and Contact Details	Approx. Contract value (in US\$ equivalent)/ Amount paid to your firm#	Component Detail	Role & Responsibility
e.g. Jan.2009 – Jan.2014	{e.g., “Design * Engineering and Construction supervision of ABC Hydro-electric Project}	{e.g., Ministry of country} Mr.XXX. Email:xxx@...l.com Ph: (+91-9876543210)	{e.g., US\$1 mill/US\$0.5 mill/INR 20 mill}	Dam (Type of Dam)- height x m PowerHouse (Type)- Dimension X width Y Height Z Length & Capacity of one unit x MW Tunnel- x Finished dia. Shaft (Type)- Height/Depth	{e.g., Lead partner in a JV A&B&C, Consultant, Contractor, Sub-Contractor} & {e.g., Tender Engineering, Design & Engineering and Construction Supervision, Review Engineering etc.)
e.g. Jan-2008}	{e.g., “Design & Engineering of Civil component and Review of Hydro-mechanical and Electro-Mechanical Work of XYZ HE Project}	{e.g., municipality of....., country} Mr.XXX. Email:xxx@...l.com Ph: (+91-9876543210)	{e.g., US\$0.2 mil/US\$0.2 mil/INR .5 mil}	Dam (Type of Dam)- height x m Powerhouse (Type)- Dimension X width Y Height Z Length & Capacity of one unit x MW Tunnel- x Finished dia. Shaft (Type)- Height/Depth Gates (Vertical & Radial), Steel Liner Penstock, TRCM, MIV, Turbine, Generator	{e.g., Lead partner in a JV A&B&C, Consultant, Contractor, Sub-Contractor} & {e.g., Tender Engineering, Design & Engineering and Construction Supervision, Review Engineering etc.)

#Exchange Rate as on Date of Award of Contract



FORM TECH-3: Comments/Suggestions on the Terms of Reference and on Counterpart Staff & Facilities to be provided by WHPL

A – On the Terms of Reference

[Present and justify here any modifications or improvement to the Terms of Reference you are proposing to improve performance in carrying out the assignment (such as deleting some activity you consider unnecessary, or adding another, or proposing a different phasing of the activities). Such suggestions should be concise and to the point, and incorporated in your Proposal]

B - On Counterpart Staff and Facilities

[Comment here on counterpart staff and facilities to be provided by WHPL including administrative support, office space, local transportation, equipment, data, etc.]



FORM TECH-4: Description of Approach, Methodology and Work Plan

[Technical approach, methodology and work plan are key components of the Technical Proposal. You are suggested to present your Technical Proposal (40 pages, inclusive of charts and diagrams) divided into the following three chapters:

a) Technical Approach and Methodology. In this chapter you should explain your understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should highlight the problems being addressed and their importance and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach.

b) Work Plan. In this chapter you should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by WHPL), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings and tables to be delivered as final output, should be included here. The work plan should be consistent with the Work Schedule of Form TECH 8: Work Schedule.

c) Organization and Staffing. In this chapter you should propose the structure and composition of your team. You should list the main disciplines of the assignment, the key expert responsible, and proposed technical and support staff]



FORM TECH-5: Team Composition and Task Assignment

- Note 1. If any of the Personnel included in the team being present or previous government employees, the certificate as per requirement of ITC.3.3 to be attached with the Format.
- Note 2: If any of the Personnel included in the team is any former WHPL employee, the certificate as required under ITC.3.4 should be given for such employee and attached to this format.

<i>Professional Staff</i>				
Name of Staff	Firm	Area of Expertise	Position Assigned	Task Assigned



FORM TECH-6: CV for Proposal Professional Staff

1. **Proposed Position** [*only one candidate shall be nominated for each position*]: _____
2. **Name of Firm** [*Insert name of firm proposing the staff*]: _____
3. **Name of Staff** [*Insert full name*]: _____
4. **Date of Birth:** _____ **Nationality:** _____
5. **Education** [*Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment*]: _____
6. **Membership of Professional Associations:** _____
7. **Other Training** [*Indicate significant training since degrees under 5 - Education were obtained*]: _____
8. **Countries of Work Experience:** [*List countries where staff has worked in the last ten years*]: _____
9. **Languages** [*For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing*]: _____
10. **Employment Record** [*Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.*]: _____

From [Year]: _____ To [Year]: _____

Employer: _____

Positions held: _____

<p>Detailed Tasks Assigned</p> <p><i>[List all tasks to be performed under this assignment]</i></p>	<p>Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned</p> <p><i>[Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under point 11 The details should be furnished at least for two assignments that is best related to the present assignment]</i></p> <p>Assignment 1.</p> <p>Name of assignment or project: _____</p> <p>Year: _____</p> <p>Location: _____</p> <p>Procuring Agency or Client: _____</p> <p>Main project features: _____</p> <p>Positions held: _____</p> <p>Activities performed: _____</p> <p><u>Assignment 2.</u></p>
--	--



	Name of assignment or project: _____ Year: _____ Location: _____ Procuring Agency or Client: _____ Main project features: _____ Positions held: _____ Activities performed: _____
--	---

13. Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes me, my qualifications and my experience. I understand that any willful misstatement herein may lead to my disqualification or dismissal, if engaged.

Date: _____

[Signature of staff member or authorized representative of the staff]

Day/Month/Year



Full name of authorized representative: _____



FORM TECH-7: Staffing Schedule

N°	Name of Staff*	Staff input (in the form of a bar chart)**													Total staff-month input				
		1	2	3	4	5	6	7	8	9	10	11	12	n	Home	Field***	Total		
Foreign																			
1		[Home]																	
		[Field]																	
2																			
N																			
													Subtotal						
Local																			
1		[Home]																	
		[Field]																	
2																			
N																			
													Subtotal						
													Total						

* For Professional Staff the input should be indicated individually; for Support Staff it should be indicated by category (e.g.: draftsmen, clerical staff, etc.).
 ** Months are counted from the start of the assignment. For each staff indicate separately staff input for home and field work.
 *** Field work means work carried out at a place other than the Consultant's home office.

 Full time input
 Part time input



FORM TECH-8: Work Schedule

SN	Activity ¹	Months ²												
		1	2	3	4	5	6	7	8	9	10	11	12	n
1														
2														
3														
4														
5														
n														

- 1 Indicate all main activities of the assignment, including delivery of reports (e.g.: inception, interim, and final reports), and other benchmarks such as WHPL approvals. For phased assignments indicate activities, delivery of reports, and benchmarks separately for each phase.
- 2 Duration of activities shall be indicated in the form of a bar chart.



FORM TECH-9: Drawing/Specifications (if applicable)

[Provide here a list of drawings and specifications (if any) contained within the Technical Proposal, and annex these hereto]



FORM TECH-10: Integrity Pact Statement

(attach an integrity pact statement pre-signed by WHPL and Consultant to submit the same after it is executed by the authorised signatory of the Consultant)

[Integrity Pact Statement pre-signed by the WHPL authorised signatory, as provided by the Anti-Corruption Commission (ACC of the Royal Government of Kingdom of Bhutan from time to time is to be used.)]

1. General:

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

- 1.1. 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 process**¹ and **contract administration**², with a view to:

- 2.1. Enabling the Employer to obtain the desired contract at a reasonable and competitive price in conformity to the defined specifications of the works or goods or services; and
- 2.2. Enabling bidders to abstain from bribing or any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also refrain from bribing and other corrupt practices.

3. Scope:

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

4. Commitments of the Employer:

The Employer Commits itself to the following:

- 4.1. The Employer hereby undertakes that no officials of the Employer, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favor or any material or immaterial benefit or any other advantage

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

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



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, misrepresentation, 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 Integrity Pact at *(place)* _____ on *(date)* _____

Affix
Legal
Stamp

Affix
Legal
Stamp

EMPLOYER

BIDDER/REPRESENTATIVE

CID:

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CID:

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Witness:

Witness: _____

Name:

Name:

CID:

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CID:

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FORM TECH-11: Declaration confirming the absence of any conflict of interest

Subject: Declaration confirming the absence of any conflict of interest

Ref:

I [*insert the name and designation of the signatory*] the duly authorized representative of [*insert name of the Bidder*], submitting a proposal in respect of invitation for proposals reference number (-----), hereby confirm:

- that I/We do not have a business relationship with a member of WHPL’s staff who is directly or indirectly involved in any part of (i) the preparation of the Terms of Reference of the assignment, (ii) the selection process for such assignment, and/or (iii) supervision of the Contract,
- that I/ We have not employed or otherwise engaged a spouse, or any of the dependent parent of an employee or close relative³ of WHPL employee
- (*insert if applicable*) that I/ We confirm that we have nominated (*insert name*) former employee of WHPL as personnel in the Technical Proposal and we certify that no conflict of interest exists in the scope of the MR. XYZ inclusion to provide the Consultancy Services.
- (*insert if applicable*) that I / we have nominated (*insert name*), present or previous (*insert as applicable*) Royal government of Bhutan employee as Personnel in the Technical Proposal. (*insert name*) have written certification from the Royal Civil Service Commission of Bhutan or their employer (*insert name of the employer*) confirming that
 - They are not current employees of their previous official employer.
 - They are on leave without pay from their official position, and
 - They are allowed to work full-time outside of their previous official position

Such certification is also attached as a part of this technical proposal.

Sealed and Signed

³relative is defined as immediate family which includes, brother, sister, and own children



FORM TECH-12: Affidavit/Self- Declaration Regarding Eligibility of Bidder on the judicial stamp paper of requisite value

(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; or
- b) Affairs are not being administered by a court, judicial officer or appointed liquidator; or
- c) Has not suspended business or is not in any analogous situation arising from similar procedures under the laws and regulations of his country of establishment; or
- d) Have not been found guilty of professional misconduct by any competent authority as per law; or
- e) Have fulfilled the obligations with regard to the payment of taxes, social security or other payments due in accordance with the laws of the country in which the Bidder is established or of the Kingdom of Bhutan; or
- f) Have not been declared by the Employer to be ineligible for participation in tenders on account of any fraud and/or corruption in competing or executing a Contract; or
- g) has fulfilled all the contractual obligations with the WHPL in the past

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 TECH-13: Consultants Information

[The Consultant 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 Proposal submission].....

NIT No.:

1.	Consultants Legal Name:
2.	CDB registration number in case of Domestic Bidder <i>(Also attach the photocopy of the certificate)</i>
3.	In the case of a Joint Venture (JV) legal name of each member of the Joint Venture:
4.	Each member of JV's Country of Registration:
5.	Each member of JV's Certificate of Incorporation:
6.	Each member of JV's Year of Registration:
7.	Each member of JV's Legal Address in Country of Registration:
8.	Each member of JV's Principal Place of Business
9.	A certificate from Chartered Accountant regarding majority ownership of the company by nationals of Bhutan as on 30 days prior to the bid submission deadline (applicable for Domestic Bidders)
10.	Lead member of JV's Local Address in Bhutan (if any):
11.	Consultant or Each member of JV's Website Address:
12.	Consultant or Each member of JV's Business Activities:
13.	Consultant or Lead member of JV's Authorized Representative Name: Designation: Address: Telephone/Fax numbers: E-mail Address:



14.	<p>Consultant or Lead member of JV's Authorized Representative in Bhutan (if any)</p> <p>Name of the company or firm:</p> <p> Name of the contact person:</p> <p> Designation:</p> <p> Address:</p> <p> Telephone/Fax numbers:</p> <p> E-mail Address:</p> <p> Services to be provided by the local representative:</p>
15.	<p>Status of the Consultant (check the box as applicable):</p> <p><input type="checkbox"/> Bidding Company</p> <p><input type="checkbox"/> Lead Member of the Joint Venture</p> <p><input type="checkbox"/> Agent of the Foreign Consultant</p>
16.	<p>Attached are copies of the following original documents: <i>[check the box(es) of the attached original documents]</i></p> <p><input type="checkbox"/> Tax Clearance Certificate of Consultant named in 1 or 2 above (applicable for Bhutanese Bidders)</p> <p><input type="checkbox"/> Certificate of Incorporation or Registration of Consultant named in 1 or 2 above</p> <p><input type="checkbox"/> Any other certificate to support the legal entity of the Consultant named in 1 or 2 above</p>

Sealed and Signed:



FORM Tech-14: Bank Guarantee for Proposal Security

WHEREAS [insert name of Bidder] (hereinafter called the “Bidder”) has submitted his bid dated [insert date] for the [insert name of contract] (hereinafter called the “Bid”).

KNOWN ALL MEN by these presents that We [insert name of Bank] of [insert name of Country] having our registered office at [insert address] (hereinafter called the “Bank”) are bound unto [insert name of PROCURING ENTITY] (hereinafter called the “Entity”) in the sum of [insert amount] for which payment well and truly to be made to the said Entity the Bank binds himself, his successors and assigns by these presents.

SEALED with the Common Seal of the said Bank this ____ day of ____ 20.....

THE CONDITIONS of this obligation are if the Bidder: (a) Withdraws his Bid during the period of bid validity specified in the Form of Bid; or (b) if the selected Consultant fails to sign the Contract in accordance with the Instruction to Consultant; or

We undertake to pay the Entity up to the above amount upon receipt of his first written demand, without the Entity having to substantiate his demand, provided that in his demand the Entity will note that the amount claimed by him is due to him owing to the occurrence of one or both of the two (2) conditions, specifying the occurred condition or conditions. The Guarantee will remain in force up to and including the date [insert days}] days after the as stated in the Instruction to Consultant or as it may be extended by the Entity, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this Guarantee should reach the Bank not later than the above date.

DATE _____

SIGNATURE OF THE BANK _____

SEAL _____

Signature, Name and Address

WITNESS _____



FORM TECH 15: Performance Evaluation System Acceptance

To

[WHPL's Name and Address]

Dear Sir/Madam,

With reference to our Proposal dated.....for.....*[insert name of service]*.....against NIT No....., we hereby conform that we have read the provisions in Section VII regarding the performance evaluation system and we hereby agree to abide by the provisions in the chapter on performance evaluation or do affirm as follows:

1. We agree to abide by all the provisions on performance evaluation of consultants for services.
2. If our proposal is accepted, we agree to be assessed as per the performance evaluation rating methodology adopted by WHPL.
3. We accept the rating depending on our performance and any action thereof.
4. We shall be liable for any breach of this undertaking and non-compliance to the provisions of performance evaluation system.

Sealed and signed



FORM TECH-16: UNDERTAKING BY THE PARENT/HOLDING COMPANY

(On letter head of Parent/Holding Company)

No: Date:.....

To,

Chief Executive Officer

Wangchhu Hydroelectric Power Limited

Post Box No. 1351

Motithang, Thimphu, Bhutan

Email: s.wangdi2586@drukgreen.bt; asfaque.ahmed@adani.com

Tel: +975-2-339875; +91-8811071351

Subject: Request for Proposal for consulting services for **“Review of Design and Engineering for Wangchhu Hydroelectric Power Project, Bhutan”**

Dear Sirs,

We, M/s (Name of the Parent/Holding Company) having registered office at (Address of the Parent/Holding Company) do hereby undertake that in case work of **“Review of Design and Engineering for Wangchhu Hydroelectric Power Project, Bhutan”** is awarded to M/s (Name of the Bidder), who is participating in your subject Tender as a Sole Bidder/constituent of JV/Consortium partner, which is our subsidiary company, we on our strength/strength of (name of group company(ies)) under our control shall provide the full support for technical and financial requirements for the work “-----” (the scope of work of subsidiary company) and we shall be responsible for successful completion of the job covered under the scope of M/s ... (Name of Subsidiary company).

In case the Bidder, M/s (Name of Subsidiary company) gets qualified/techno-commercially responsive and awarded the work, we do hereby undertake;

- (i) to enter into a separate agreement with the Employer as per the Employer’s approved format included in the RFP documents.
- (ii) to furnish an additional performance Bank guarantee of value equivalent to five (5%) percent of the Contract Price/three (3%) percent of the portion of work (where the Subsidiary Company is a Joint Venture Partner/Consortium Bidder) as the case may be, if the subsidiary Company is qualified on the strength of Parent Company or group company(ies) under the control of Parent/Holding Company.

We do hereby also confirm that we are not participating either as a sole Bidder or as a sub- contractor against the above Invitation.

Yours faithfully,



For & on behalf of M/s.
..... (Name & Address of the
Parent/holding Company)

(Office Seal)

Station:

Date:

Note: This letter of authorization should be on the letterhead of the Parent/Holding Company and should be signed by a person competent and having the Power of attorney to bind the Parent/Holding Company. Power of Attorney in favour of this person to do so be enclosed with this Letter of Undertaking.



FORM TECH-17: PARENT/HOLDING COMPANY AGREEMENT

(To be executed on non-judicial Stamp paper of appropriate value after award)

(For sole Bidder)

THIS AGREEMENT IS MADE on this the..... day of between the Wangchhu Hydroelectric Power Limited (WHPL), a company incorporated and validly existing under the laws of Bhutan, having its registered office at Thimphu, Bhutan (hereinafter referred to as "Employer", which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to include its successors and assigns) of the one part; and(name of Parent/holding Company) a company organized and existing under the laws of..... and having its Principal Office at (Hereinafter referred to as the "Parent/holding Company" which expression shall unless repugnant to the subject or context or meaning thereof include its successors, administrators, executors and assigns) of the other part;

WHEREAS on the Parent/holding Company's commitment to provide full support for technical and financial requirements and be responsible and liable for successful completion of the works being awarded to M/s..... (name of Subsidiary Company) and further agreeing to enter into a separate agreement with the Employer besides furnishing an additional Performance Bank Guarantee of value equivalent to 5% of the Contract Price, the Employer has entered into a Contract with M/s(hereinafter referred to as the "Bidder" which expression shall unless repugnant to the subject or context or meaning thereof include its successors, administrators, executors and permitted assigns) for "Design and Engineering for Wangchhu Hydroelectric Power Project, Bhutan" (hereinafter referred to as the "Contract").

And whereas, in consideration of the aforesaid commitment, the Parent/holding Company hereby enters into this agreement with the Employer for providing full support for technical and financial requirements to the Bidder and be responsible and liable for successful performance and completion of the works described in the said Contract on the following terms and conditions:

NOW THEREFORE THE PARTIES HERETO HEREBY AGREE AND THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement except where the context otherwise requires, the following expressions shall have the meaning hereinafter respectively assigned to them:
2. "Contract" shall mean the Contract dated entered into between the Employer and the Bidder for the execution of the Work described therein "Design and Engineering for Wangchhu Hydroelectric Power Project, Bhutan".
 - (a) The Parent/holding Company hereby agrees to the Employer to ensure due and faithful performance of the obligations and liabilities by the Bidder under the Contract and remain responsible to irrevocably and unconditionally provide full technical and financial support to the Bidder for completion of the works covered under the Contract. The provisions of Contract shall mutatis-mutandis apply to the Parent/holding Company.
 - (b) In the event of breach and/ or failure on the part of the Bidder to perform or fulfill any of its obligations and liabilities under the Contract, the Employer may at its discretion call upon the Parent/holding Company and the Parent/holding Company shall be obliged to execute and perform or cause to be executed and performed and to satisfy the obligations and liabilities of the Bidder under the Contract in accordance with the



terms and conditions thereof without prejudice to any other right or remedy, besides encashing the Bank guarantee(s).

(c) The Parent/holding Company shall indemnify and keep indemnified and harmless the Employer at all times against any loss, damage, cost charge and expense whatsoever that may be suffered or incurred by or caused to the Employer on account of such breach.

(d) It shall not be necessary for the Employer to proceed against the Bidder before proceeding against the Parent/holding Company and the Parent/holding Company shall be liable to fulfill its obligations and liabilities hereunder notwithstanding the Employer having undertaken any proceedings and/or obtaining any security from the Bidder for the performance of its obligations under the Contract. In order to give affect to this Agreement, the Employer may at its option be entitled to act as if the Parent/holding Company was the Bidder for successful completion of the works.

In the event, qualification of the Bidder/Subsidiary Company is considered on the credentials of another Subsidiary/Group Company under the same Apex 'Parent/holding Company' and due to any reason whatsoever, 'Parent/holding Company' or any other Group Company wants to divest its investment in the direct or indirect subsidiary (ies) as a result of which any of these companies may not remain subsidiary (ies) of the 'Parent/holding Company' then the 'Parent/holding Company' undertakes to ensure the performance of the works by arranging the required inputs in case of failure of Subsidiary Company.

(e) However, where the Bidder disputes the occurrence of a breach under the Contract and if such dispute is referred to arbitration in terms of Conditions of the Contract, the Bidder is obliged to carry on the works under the Contract. In case, during the pendency of the dispute in arbitration, the Bidder does not carry on the work satisfactorily, the Employer by notice to the Parent/holding Company shall be entitled to invoke this Agreement, as if a breach had occurred for the purpose of Clause 3(b) hereinabove.

3. It is agreed that the obligations undertaken by the Parent/holding Company hereunder shall be performed by it notwithstanding any difference or dispute between the Employer and the Bidder pending before any court, tribunal, arbitration or any other authority or forum.
4. This Agreement shall come into force and effect upon the Commencement Date of the Contract/issuance of 'Letter of Acceptance' and shall remain in force and effective till the date of expiry of the Defects
5. Notification Period by the Employer pursuant to the Conditions for the Contract.
6. This guarantee is in addition to and without prejudice to the securities offered by and on behalf of Bidder to the Employer and all rights and remedies in respect thereof be reserved. This guarantee shall be a continuing guarantee and be in force notwithstanding discharge of Bidder by operation of any law or insolvency /bankruptcy /winding up/dissolution of the Bidder.
7. The Employer shall have the full liberty from time to time to vary any of the terms and conditions of the Contract by mutual agreement between the Employer and the Bidder and to extend time for performance thereunder by the Bidder or any other party thereto in accordance with the terms of the Contract and / or to postpone for any time and from time to time any of the powers exercisable by the

Employer against the Bidder and either to enforce or forebear from enforcing any of the



terms and conditions of the Contract and/or the securities available to the Employer from the Bidder and the Parent/holding Company shall not be released from its obligations and liabilities under this Agreement in any manner whatsoever by any exercise by the Employer of the liberty and / or the rights with reference to the matters as aforesaid or by reason of time being given to the Bidder or any other act of forbearance, waiver or omission on the part of Employer or any indulgence by the Employer to the Bidder or of any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Parent/holding Company from its obligations and liabilities hereunder.

8. Nothing contained in this Agreement shall be construed or interpreted in any way as modifying or amending or relieving in any manner whatsoever the Bidder from their obligations under the Contract.
9. This Agreement shall be interpreted and be governed under the Law as prescribed in Clause 3 of GCC.
10. Any dispute or difference which may arise between the parties out of or in connection with this Agreement and which the Parties are unable to settle amicably shall be settled by reference to arbitration as per General/Particular Conditions of Contract. The venue of arbitration shall be Singapore as the case may be and the arbitration shall be conducted in accordance with the Provision of **UNCITRAL** arbitration rules.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE PUT THEIR HANDS HEREUNTO ON THE..... DAY MONTH ANDYEAR FIRST ABOVE WRITTEN AT THIMPU.

For and on behalf of the Employer

For and on behalf of the Parent/holding Company

(through authorized representative)

(through duly authorized representative)

Witnesses: Witnesses:

1. _____ (Signatures)

1. _____(Signatures)

(Name & Address) (Name & Address)

2. _____ (Signatures)

2. _____(Signatures)

(Name & Address)

(Name & Address)

* Strike out the form, if not applicable by the bidder.

(Notarized by Notary Public)



FORM TECH-18: PARENT/HOLDING COMPANY AGREEMENT

(To be executed on non-judicial Stamp paper of appropriate value after award)

(For Joint Venture/Consortium)

THIS AGREEMENT IS MADE on this the..... day of between the Wangchhu Hydroelectric Power Limited (WHPL), a company incorporated and validly existing under the laws of Bhutan, having its registered office at Thimphu, Bhutan (hereinafter referred to as “Employer”, which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to include its successors and assigns) of the one part; and(name of Parent/holding Company) a company organized and existing under the laws of..... and having its Principal Office at (Hereinafter referred to as the "Parent/holding Company" of the Joint Venture Partner M/s.....which expression shall unless repugnant to the subject or context or meaning thereof include its respective successors, administrators, executors and assigns) of the other part;

WHEREAS on the Parent/holding Company’s commitment to provide full support for technical and financial requirements and be responsible and liable for successful completion of the scope of works of M/s(name of Subsidiary Company) being awarded to Joint Venture of M/s (name of Joint Venture) and further agreeing to enter into a separate agreement with the Employer besides furnishing an additional Performance Bank Guarantee of value equivalent to 3% of the Contract Price to the portion of work of M/s of Joint Venture, the Employer has entered into a Contract with the Joint Venture comprising M/s and M/s..... (hereinafter referred to as the “Bidder” which expression shall unless repugnant to the subject or context or meaning thereof include their successors, administrators, executors and permitted assigns) for the “Design and Engineering for Wangchhu Hydroelectric Power Project, Bhutan” (hereinafter referred to as the "Contract").

And whereas, in consideration of the aforesaid commitment, the Parent/holding Company hereby enters into this agreement with the Employer for providing full support for technical and financial requirements to its Subsidiary M/s and be responsible and liable for successful performance and completion of the works described in the said Contract on the following terms and conditions:

NOW THEREFORE THE PARTIES HERETO HEREBY AGREE AND THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement except where the context otherwise requires, the following expressions shall have the meaning hereinafter respectively assigned to them:
2. "Contract" shall mean the Contract dated entered into between the Employer and the Bidder for the execution of the Work described therein i.e “Design and Engineering for Wangchhu Hydroelectric Power Project, Bhutan”
 - (a) The Parent/holding Company hereby agrees to the Employer to ensure due and faithful performance of the obligations and liabilities by M/s (name of Subsidiary Company) under the Contract and remain responsible to irrevocably and unconditionally provide full technical and financial support to M/s (name of Subsidiary Company) for completion of the works covered under the Contract.



The provisions of Contract shall mutatis- mutandis apply to the Parent/holding Company.

(b) In the event of breach and/ or failure on the part of M/s (name of Subsidiary Company) to perform or fulfill any of its obligations and liabilities under the Contract, the Employer may at its discretion call upon the Parent/holding Company and the Parent/holding Company shall be obliged to execute and perform or cause to be executed and performed and to satisfy the obligations and liabilities of the Bidder under the Contract in accordance with the terms and conditions thereof without prejudice to any other right or remedy, besides enashing the Bank guarantee(s).

c) The Parent/holding Company shall indemnify and keep indemnified and harmless the Employer at all times against any loss, damage, cost charge and expense whatsoever that may be suffered or incurred by or caused to the Employer on account of such breach.

(d) It shall not be necessary for the Employer to proceed against the Bidder before proceeding against the Parent/holding Company and the Parent/holding Company shall be liable to fulfill its obligations and liabilities hereunder notwithstanding the Employer having undertaken any proceedings and/or obtaining any security from the Bidder for the performance of its obligations under the Contract. In order to give affect to this Agreement, the Employer may at its option be entitled to act as if the Parent/holding Company was the Bidder for successful completion of the works.

In the event, qualification of the Bidder/Subsidiary Company is considered on the credentials of another Subsidiary/Group Company under the same Apex 'Parent/holding Company' and due to any reason whatsoever, 'Parent/holding Company' or any other Group Company wants to divest its investment in the direct or indirect subsidiary (ies) as a result of which any of these companies may not remain subsidiary (ies) of the 'Parent/holding Company' then the 'Parent/holding Company' undertakes to ensure the performance of the works by arranging the required inputs in case of failure of Subsidiary Company.

(e) However, where the Bidder disputes the occurrence of a breach under the Contract and if such dispute is referred to arbitration in terms of Conditions for the Contract, the Bidder is obliged to carry on the works under the Contract. In case, during the pendency of the dispute in arbitration, the Bidder does not carry on the work satisfactorily, the Employer by notice to the Parent/holding Company shall be entitled to invoke this Agreement, as if a breach had occurred for the purpose of Clause 3(b) hereinabove.

3. It is agreed that the obligations undertaken by the Parent/holding Company hereunder shall be performed by it notwithstanding any difference or dispute between the Employer and the Bidder pending before any court, tribunal, arbitration or any other authority or forum.
4. This Agreement shall come into force and effect upon the Commencement Date of the Contract/issuance of 'Letter of Acceptance' and shall remain in force and effective till the date of expiry of the Defects Notification Period by the Employer pursuant to the Conditions for the Contract.
5. This guarantee is in addition to and without prejudice to the securities offered by and on behalf of Bidder to the Employer and all rights and remedies in respect thereof be reserved. This guarantee shall be a continuing guarantee and be in force notwithstanding discharge of Bidder by operation of any law or insolvency/bankruptcy /winding up/dissolution of the Bidder.



6. The Employer shall have the full liberty from time to time to vary any of the terms and conditions of the Contract by mutual agreement between the Employer and the Bidder and to extend time for performance thereunder by the Bidder or any other party thereto in accordance with the terms of the Contract and / or to postpone for any time and from time to time any of the powers exercisable by the Employer against the Bidder and either to enforce or forebear from enforcing any of the terms and conditions of the Contract and/or the securities available to the Employer from the Bidder and the Parent/holding Company shall not be released from its obligations and liabilities under this Agreement in any manner whatsoever by any exercise by the Employer of the liberty and / or the rights with reference to the matters as aforesaid or by reason of time being given to the Bidder or any other act of forbearance, waiver or omission on the part of Employer or any indulgence by the Employer to the Bidder or of any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Parent/holding Company from its obligations and liabilities hereunder.
7. Nothing contained in this Agreement shall be construed or interpreted in any way as modifying or amending or relieving in any manner whatsoever the Bidder from their obligations under the Contract.
8. This Agreement shall be interpreted and be governed under the Law as prescribed in Clause 3 of GCC.
9. Any dispute or difference which may arise between the parties out of or in connection with this Agreement and which the Parties are unable to settle amicably shall be settled by reference to arbitration as per General/Particular Conditions of Contract. The venue of arbitration shall be Singapore as the case may be and the arbitration shall be conducted in accordance with the Provision of UNCITRAL arbitration rules.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE PUT THEIR HANDS HEREUNTO ON THE..... DAY MONTH ANDYEAR FIRST ABOVE WRITTEN AT THIMPU.

For and on behalf of the Employer
(through authorized representative)

For and on behalf of the Parent/holding
Company
(through duly authorized
representative)

Witnesses: Witnesses:

1. _____(Signatures)
(Name & Address)

1. _____(Signatures)
(Name & Address)

2. _____(Signatures)
(Name & Address)

2. _____(Signatures)
(Name & Address)

* Strike out the form, if not applicable for the bidder

(To be Notarized by Notary Public)



FORM TECH-19: JOINT VENTURE AGREEMENT

[TO BE SUBMITTED BY BIDDER ON A STAMP PAPER OF APPROPRIATE VALUE IN THE FORM PROVIDED HEREIN IN CASE THE BIDDER IS A CONSORTIUM OR JOINT VENTURE]

(ORIGINAL TO BE SUBMITTED IN A SEPARATE SEALED ENVELOPE)

This JOINT BIDDING AGREEMENT (“**Agreement**”) is entered into on this [●] day of [●], at [●], by and between:

1. [NAME], a company duly incorporated and existing under the laws of [●], with its registered office at [●] and its principal place of business at [●], (hereinafter

called the “**Consortium Member A**” or “**Lead Partner**” which expression shall unless excluded by or repugnant to the context, be deemed to include its legal successors in title and permitted assigns) of the **FIRST PART**;

AND

2. [NAME], a company duly incorporated and existing under the laws of [●], with its registered office at [●] and its principal place of business at [●], (hereinafter

called the “**Consortium Member B**” which expression shall unless excluded by or repugnant to the context, be deemed to include its legal successors in title and permitted assigns) of the **SECOND PART**;

AND

3.
.....
.....
....;

(Consortium Member A, Consortium Member B, and Consortium Member are collectively referred to as the “**Parties**” and individually as “**Party**”).

WHEREAS:

- (A) Wangchhu Hydro Electric Power Limited (“**Employer**”), the power business subsidiary of Adani Group intends to appoint Contractor for “Design and Engineering for Wangchhu Hydroelectric Power Project, Bhutan” on Item rate basis.
- (B) The Employer had accordingly initiated a bidding process by issuing a ‘Request for Proposal (RFP)’ on [●], and invited proposals from bidders for selecting a consultant for undertaking the Works. The Employer further issued the ‘Instructions to Consultant’ (“**ITC**”) to the prospective bidders, who are required to prepare and submit their bids in accordance with the instructions provided in the ITC.



- (C) The Parties are interested in jointly bidding for the Project as members of a consortium and in accordance with the terms and conditions of the ITC and the Tender Documents (*as defined in the ITC*) in respect of the Project; and
- (D) Therefore, the Parties are now desirous of entering into this Agreement and recording their entire understanding with respect to jointly bidding for the Project as members of a consortium, as more specifically defined in this Agreement.

NOW THEREFORE in consideration of the premises and the mutual covenants herein contained, the Parties agree as follows:

1. DEFINITIONS

- 1.1. In this Agreement, capitalized words and expressions used but not specifically defined herein shall have the same meanings as are respectively assigned to them in the ITC and the Tender Documents and all other documents hereinafter referred to and attached, as an integral part of the Tender Documents.

2. CONSORTIUM

- 2.1. The Parties hereto agree to consolidate their resources and constitute a consortium solely for the purposes of jointly participating and bidding for the Project in accordance with the terms of the ITC and the Tender Documents issued by the Employer. On successful award of the Contract (*as defined in the GCC*), the consortium shall carry out all the responsibilities and obligations in accordance with the terms of the Contract.
- 2.2. The Lead Partner represents and warrants that it has the necessary qualification to fulfil the technical and financial qualification criteria of the Project, as detailed in the Tender Documents. The Lead Partner shall be the leader of the consortium and shall be authorized to act on behalf of the consortium as their representative for preparation of the bid & its submission, bidding for the Project and implementation of the Project. If required by the Employer in terms of the Tender Documents, the Parties (other than the Lead Partner) agree to provide a Power of Attorney (PoA) in a form approved by the Employer in favour of the Lead Partner and agree and authorise the Lead Partner to take all actions required under the Tender Documents for submission of the bid in respect of the Project. In case of any conflict with respect to the working of the consortium between the Parties, the instructions and directions of the Lead Partner shall prevail and the other Parties shall be bound by the decisions of the Lead Partner.
- 2.3. The Parties hereby undertake to participate in the bidding process only through this consortium and not individually and/ or through any other consortium constituted for this Project, either directly or indirectly or through any of their affiliates.
- 2.4. The Parties agree and acknowledge that there shall be no change to the composition, management and control of the Parties, as well as the consortium, as specified in the Tender Documents. The Parties agree to provide to the Lead Partner (and to procure from their affiliates and parent companies (as applicable)) such records and information as may be required under the Tender Documents in order to meet the technical and financial qualification criteria set out in the Tender Documents.
- 2.5. After the submission to the Employer of the consortium's bid, the Parties shall, in good faith, negotiate definitive documents setting forth their respective rights and obligations in



respect of their further participation in the consortium and the additional terms and conditions.

- 2.6. The Parties hereby agree that the sharing of responsibility and obligations shall not in any way be considered as a limitation to the joint and several responsibilities of the members of the consortium.

3. JOINT AND SEVERAL LIABILITY

The Parties hereby undertake and agree to be jointly and severally liable and responsible for all obligations and actions that are to be performed by the selected bidder, in relation to the Project and in accordance with the terms of the Tender Documents, including entering into the separate Contract(s) and be bound by the terms contained therein.

4. REPRESENTATIONS OF THE PARTIES

Each Party hereby represents and warrants that:

- (a) such Party is duly organised, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;
- (b) the execution, delivery and performance by such Party of this Agreement has been authorised by all necessary and appropriate corporate or governmental action and will not:
 - (i) require any consent or approval not already obtained;
 - (ii) violate any applicable law;
 - (iii) violate the memorandum and articles of association, by-laws or other applicable constitutional documents thereof of such Party; or
 - (iv) violate any clearance, permit, concession, grant, license or other governmental authorisation, approval, judgement, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party;
- (c) this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and
- (d) there is no litigation pending or threatened to which it or any of its affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfilment of its obligations under this Agreement.

5. TERMINATION



This Agreement shall be effective from the date of execution of this Agreement and shall continue in full force and effect until: (i) the termination or expiration (as the case may be) of the Contract in accordance with the terms therein, if the consortium is the selected bidder by the Employer; or (ii) on final rejection of the consortium's bid by the Employer where the consortium is not the selected bidder, or

(iii) upon any of the Parties being declared bankrupt or insolvent by a court of competent jurisdiction; or (iv) upon any of the Parties materially breaching the Agreement, such breach being incapable of being cured, or if capable of being cured, not cured within [thirty (30)] days.

6. GOVERNING LAW AND DISPUTES

6.1. This Agreement shall be governed and interpreted in accordance with the laws of Bhutan.

6.2. Any dispute, in respect of which a notice of intention to commence arbitration has been given, shall be finally settled by arbitration conducted in accordance with the UNCITRAL arbitration rules for the time being in force. The venue of arbitration shall be Singapore. The number of arbitrators shall be three, with each of the Parties appointing one (1) arbitrator each and the two nominated arbitrators appointing the third arbitrator. The language to be used in the arbitral proceedings shall be English. The arbitrators shall submit their determination in writing and such determination shall be binding and conclusive upon the Parties. **(For Foreign Bidders)**

6.3. The Parties of the Consortium will maintain their respective requisite documents/records as per the requirement of the respective law.

7. EVENT OF DEFAULT

The Parties hereby acknowledge and agree that upon any breach or non-compliance by either Party of the terms and conditions of this Agreement, the Employer shall have the right to, *inter alia*, disqualify the consortium's bid or treat such breach and/or non-compliance as a breach of the Tender Documents.

8. COUNTERPARTS

This Agreement may be executed in counterparts, all of which shall be considered one and the same instrument and shall become effective when one or more counterparts have been signed by each of the Parties and delivered to the other Party.

9. AMENDMENT AND MODIFICATION

This Agreement may not be amended, modified or supplemented, except with the prior written consent of the Employer.

10. WAIVER

No failure or delay of either Party in exercising any right or remedy hereunder shall operate as a waiver thereof. Any such waiver by a Party shall be valid only if set forth in writing by such Party.



11. INVALIDITY

Where any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under the applicable laws of any jurisdiction then such provision shall be deemed to be severed from this Agreement and, if possible, replaced with a lawful provision which, as closely as possible, gives effect to the intention of the Parties under this Agreement and, where permissible, that shall not affect or impair the legality, validity or enforceability in that, or any other, jurisdiction of any other provision of this Agreement.

12. FURTHER ACTIONS

The Parties, acting in good faith, shall, when necessary, exercise their powers of voting and any other rights and powers they have to procure that the provisions of this Agreement are properly and promptly observed and given full force and effect according to the spirit and intention of this Agreement.

13. ASSIGNMENT

No Party shall assign, transfer or dispose of this Agreement, or any of its rights and obligations under this Agreement, without the prior written consent of the Employer.

14. SEVERABILITY

The invalidity, illegality or unenforceability, for any reason, of any provision of this Agreement shall not prejudice or affect the validity, legality or enforceability of its remaining provisions.

15. It is agreed that nothing in the agreement shall be deemed to constitute, create, give effect to, or otherwise recognize a corporation, association, partnership joint venture or formal or informal business entity of any kind (incorporated or not incorporated) between Parties of the consortium. Nothing shall be construed between Parties as providing for common management and the sharing of profits or losses arising out of the contract.

16. It is agreed and accepted that each Party of the consortium expressly agrees that it is not their intention through the joint venture to carry on business in common with the other Party with a view to profit. Each Party shall bear its own losses and retain all profits arising from the performance of its respective scope of work and shall report its own income and expenses separately.

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN

SIGNED, SEALED AND DELIVERED

SIGNED, SEALED AND DELIVERED

For and on behalf of:

For and on behalf of:



[●]

[●]

By:

By:

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

In the presence of:

In the presence of:

1.

2.

Note:

Power of Attorney or Board resolution of each of the person signing this Joint Bidding Agreement, shall be furnished along with this Joint Bidding Agreement.



B – FINANCIAL PROPOSAL FORMS

FORM FIN-1: Financial Proposal Submission

[Location, Date]

To: [Name and address of WHPL]

Dear Sirs:

We, the undersigned, offer to provide the Consulting Services for [Insert title of assignment] in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal. Our attached Financial Proposal is for the sum of [Insert amount(s) in words and figures*]. This amount is *exclusive of local taxes* (either to be paid by WHPL on behalf of the Consultant or reimburse the Consultant for any such taxes paid by the Consultant) which shall be identified during negotiations and added to the above amount.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in ITC 7.1.

Commissions and gratuities paid or to be paid by us to agents relating to this Proposal and Contract execution, if we are awarded the Contract, are listed below (*If applicable, replace this paragraph with: "No commissions or gratuities have been or are to be paid by us to agents relating to this Proposal and Contract execution"*): These costs are part of our financial proposal and included in the figure mentioned above.

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

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature [In full and initials]: _____

Name and Title of Signatory: _____

Name of Firm: _

Address: _____

**Amounts must coincide with the ones indicated under Total Cost of Financial Proposal in Form FIN-2.*



FORM FIN-2: Summary of Costs

Activities	Total Amount
Consultancy Services for Review of Design and Engineering for Wangchhu Hydroelectric Project	

**Indicate between brackets the name of the currency. Use as many columns as needed and delete any that are not used.*

***Indicate the total costs, inclusive of local taxes, to be paid by the WHPL for each activity in each currency. Such total costs must coincide with the sum of the relevant Subtotals indicated in all Forms FIN-3 provided with the Proposal.*



FORM FIN-3: Breakdown of Costs by Activity

SN	Group of Activities (Phase)*	Amount
	Cost Component	
1	Remuneration for Time-Based Experts	
a)	Hydropower Expert	
b)	Engineering Geology Expert	
2	Remuneration for Lump-Sum Portion	
a)	Home	
b)	Field	
2	Reimbursable Expenses	
a)	Long Term Stay	
b)	Short Term Visit	
	Total	

Form FIN-3 shall be filled in at least for the whole assignment activity wise. In case some of the activities require different modes of billing and payment (e.g.: the assignment is phased, and each phase has a different payment schedule), the Consultant shall fill in a **separate Form FIN-3 for each group of activities. For each currency, the sum of the relevant Subtotals of all Forms FIN-3 provided must coincide with the Total Costs of Financial Proposal indicated in Form FIN-2.*

*** Names of activities (phase) should be the same as, or correspond to, the ones indicated in the second column of Form TECH-8.*



FORM FIN-4: Breakdown of Remuneration – Time-Based Experts

SN	Description	Unit	Quantity	Unit Cost	Amount <i>(Foreign Currency)</i>	Amount <i>(Local Currency)</i>	Remarks
1	Hydropower Expert	Man-Month					
2	Engineering Geology Expert	Man-Month					
Total Costs*							



FORM FIN-4: Breakdown of Remuneration – Lump Sum Experts

Name	Position	Home/Field	Input (Man-months)	Man-Month Rate	Amount
	Hydraulic Expert	[Home]	10		
		[Field]	5		
	Dam Expert	[Home]	10		
		[Field]	5		
	Structural Expert	[Home]	10		
		[Field]	5		
	Electro-mechanical Expert	[Home]	5		
		[Field]	3		
	Hydro-Mechanical Expert	[Home]	5		
		[Field]	3		
Total Costs*					

*Total cost for each activity should equal to the total cost of remuneration as shown for that activity in form FIN 3



FORM FIN-5: Breakdown of Reimbursable Expenses

No	Description	Unit	Quantity	Unit Cost	Amount
1	Time-Based Experts Long term stay in WHPL Office				
1.1	Accommodation, communication, software, hardware and any incidental charges required while stationed in WHPL Office (Office space including internet access shall be provided by WHPL)	LS	LS		
1.2	Vehicle charges including R&M or Hire charges for all office duty, site visits to project sites, and airport pick and drop for the entire contract duration. This vehicle should cater to the visits by Experts from the Home office to Project sites.	Months	60		
1.3	Any miscellaneous expenditures including out of pocket expenditures, insurance of personnel and any other which the bidder estimates to incur for providing the Consultancy services as per the scope/ToR	LS	LS		
1.4	Round Trip Ticket for Experts stationed in WHPL Office (During leave, mobilisation and demobilisation)	Trips	10		
2	Lumpsum Based Experts – Short term visit to project site				
2.1	Per diem Allowance	Per Day	100		
2.2	Round Trip Ticket (During site visit and WHPL Office) from Home to Bhutan (4 trips per year)	Per Trips	20		
2.3	Any miscellaneous expenditures including out of pocket expenditures, insurance of personnel and any other which the bidder estimates to incur for providing the Consultancy services as per the scope/ToR	LS per trip	20		
2.4	Hotel Charges	Per Night	100		
Total Costs*					

*The total costs in this format for each activity should be equal to the total expenses for such activity shown in form FIN 3





SECTION V – TERMS OF REFERENCE



TERMS OF REFERENCE

1 INTRODUCTION

1.1 Background

Wangchhu Hydroelectric Power Limited (WHPL), a joint venture of Druk Green Power Corporation Limited and Adani Power Limited, will develop, own, operate, and maintain the 570 MW Wangchhu Hydroelectric Project in Bhutan (hereinafter referred to as the “Employer”).

The Employer intends to engage an internationally reputed consulting firm (hereinafter referred to as the “Review Consultant”), to provide independent review of design and engineering services for the implementation of the Wangchhu Hydroelectric Project.

The Review Consultant shall act as the Employer’s Engineer for design and engineering review. The Review Consultant shall be fully responsible for the independent technical review, verification, optimization, and approval recommendations of all designs, drawings, calculations, reports, and documents prepared by the Design Consultant, Contractors and Vendors.

1.2 Project Description and Location

The details of the project as follows:

SN	Project Name	Installed Capacity (MW)	Dzongkhag	Accessibility
1	Wangchhu HPP	570	Chukha District, Bhutan	152 km travel from Thimphu. ~ 3 hrs

The Executive Summary of the project including the salient features from the Detailed Project Report (DPR) is attached at **Annexure-I**.

2 SCOPE OF SERVICES

2.1 General Scope of Services

The services cover end-to-end independent review of all engineering and design submissions, coordination and interface management between all contract packages, and technical support to the Employer to ensure safe, economic, and constructible designs.

The scope includes, but is not limited to, the following:

- i) Review, verification, and recommendation for approval of all design memoranda, drawings, calculations, reports, and technical documents submitted by the Design Consultant, Contractors and Vendors
- ii) Interface engineering and coordination between all civil, hydro-mechanical, and electro-mechanical packages
- iii) Identification of design risks, constructability issues, and safety concerns, and recommendation of corrective actions
- iv) Value engineering and optimization of layouts, configurations, and technical solutions, without compromising safety, performance, or statutory requirements.



2.2 Detailed Scope of Work

The Review Consultant shall provide independent technical review, optimization, and recommendation for approval of all submitted design memoranda, construction drawings, calculations, reports, specifications, and documents.

The Review Consultant shall be responsible for interface engineering across all packages and shall ensure technical consistency, completeness, and compatibility of designs across the project.

2.2.1 Civil and Hydro Mechanical Works

The project shall be implemented through three civil works contract packages and one hydro-mechanical package and one electro-mechanical package, subject to the Employer's contracting strategy. The Review Consultant shall be responsible for interface engineering between all packages. The civil works contracts shall be an item-rate contracts, while the hydro-mechanical and electro-mechanical contracts shall be executed on an EPC basis.

The scope of the Review Consultant's services shall include the review, verification, and value engineering of all documents, notes, calculations, drawings, layouts, and recommendations prepared by the Design Consultant and Contractors, and the submission of recommendations to the Employer for approval for all civil and hydro mechanical components, including but not limited to, the following:

- i) Cofferdam and Diversion Tunnel
- ii) Dam and spillway structures
- iii) Water conductor system including headrace tunnel, steel lined tunnels, penstocks, pressure shafts, and tailrace tunnel
- iv) Surge shafts and surge chambers
- v) Powerhouse and associated structures
- vi) Adit tunnels, construction access tunnels, and muck disposal arrangements
- vii) Geological, geotechnical, hydraulic, and structural design reports and documents
- viii) Interfaces with hydro-mechanical and electro-mechanical works
- ix) Review of Hydro-mechanical drawings of gates of Diversion tunnel, Dam, Adit gates, Surge shaft gates, Draft tube gates tail race gates or other hydromechanical components of the projects.
- x) Review of steel lining of pressure shaft/penstock/unit pressure shaft/tail race.
- xi) Review of Method Statement and design of enabling works including formwork, Quality Assurance Plan (QAP) & EHS plan

2.2.2 Reports and Documentation

All reports and documentation prepared by Design Consultants and Contractors shall be reviewed by the Review Consultant and recommendations for approval shall be submitted to the Employer.

In addition, the Review Consultant shall prepare and issue the following:

- i) Monthly report, submitted within one week after the end of each month, covering engineering activities, key issues, decisions taken, pending matters, and signed minutes of meetings.
- ii) Reviewed and commented monthly engineering progress reports of Contractors and Design Consultant.
- iii) Reviewed and commented construction drawings including structural calculations.
- iv) Reviewed and commented as-built drawings.
- v) Reviewed and commented documentation for systems and equipment including drawings, schedules, and diagrams.



2.2.3 Review Timelines

The Review Consultant shall complete the review of all design documents and drawings within seven (7) calendar days from the date of formal receipt from the Employer, Contractor, Design Consultant, or Vendor, unless a longer review period is agreed in writing for complex or voluminous submissions. The Review Consultant shall submit a Monthly Report within seven calendar days after the end of each calendar month, covering all engineering review activities, key issues, decisions taken, and pending matters. A consolidated Monthly Engineering Review Summary shall be submitted together with the Monthly Report and shall highlight major technical issues, interface matters, risks, and recommendations.

3 GENERAL OBLIGATIONS

The Review Consultant shall appoint one experienced Team Leader who shall work exclusively on this project. The Review Consultant shall also assign discipline lead experts for each major discipline.

The Review Consultant shall participate in coordination meetings, progress review meetings, and technical meetings with the Employer, Contractors, and Vendors, including meetings conducted by video conference. One formal progress review meeting shall be held every month or at such other frequency as may be agreed with the Employer.

The experts of the Review Consultant shall undertake project site visits as and when required by the Employer. A minimum of four site visits of project per year is anticipated, and each visit is expected to have a duration of approximately two weeks. The first site visit shall take place immediately after contract award, and subsequent visits shall be scheduled by the Employer based on project requirements. The number and disciplines of experts to be deployed for each visit shall be agreed between the Employer and the Review Consultant in advance.

4 REPORTS AND DOCUMENTATION

All reports, drawings, calculations, and technical documentation prepared by the Contractors, Design Consultants, or Vendors shall be subject to review by the Review Consultant, who shall examine the same for technical adequacy, completeness, compliance with the Contract and applicable standards, and constructability, and shall submit its comments and recommendations to the Employer for approval. In addition, the Review Consultant shall prepare and issue such reports, documents, and certificates as are required under this Contract.

The scope of reports and documentation to be reviewed and issued shall include, but shall not be limited to, the following:

- i) Review Consultant shall submit a Monthly Report within seven calendar days after the end of each calendar month, describing the engineering activities undertaken, key technical issues identified, issues resolved, issues remaining outstanding, and enclosing the signed minutes of meetings.
- ii) Review Consultant shall review the monthly engineering progress reports submitted by the Contractors and Design Consultants and shall submit its comments and recommendations to the Employer.
- iii) Review Consultant shall review the construction drawings for the Works, including all supporting structural and design calculations, and shall submit its comments and recommendations for approval to the Employer.
- iv) Review Consultant shall review the as-built drawings and shall submit its comments and recommendations for approval to the Employer.
- v) Review Consultant shall review the documentation for systems and equipment to be supplied, including drawings, schedules, and diagrams, and shall submit its comments and recommendations for approval to the Employer.



4.1 Reports Delivery for Scope

The reports shall be submitted according to the following timetable:

- i) Review of Design and Drawings within a week from receipt of detail design and drawings from the Review Consultant/Contractor/Third party.
- ii) Monthly Report on activities, issues, and resolutions One week after the end of each month
- iii) Engineering Review Report Monthly

5 PROJECT MANAGEMENT STRUCTURE

WHPL shall appoint a Head of Design and Engineering who shall act as the single point of contact between the Employer and the Review Consultant. The Head of Design and Engineering shall be responsible for liaison and coordination among all relevant stakeholders to ensure effective and timely delivery of the Services.

The Review Consultant shall appoint a Team Leader who shall be responsible for coordination with WHPL and for coordination among the Review Consultant's discipline experts.

The Review Consultant shall station, on a full-time basis, Engineering Geologist and Hydropower Expert at WHPL's head office or site office, as directed by the Employer, to ensure effective day to day coordination and timely delivery of the Services.

5.1 Deliverables

The Review Consultant shall submit all deliverables in electronic format, including editable source files such as calculation sheets, AutoCAD files, shape files, and word processing documents. All reports and the Employer's subsequent comments shall be documented, addressed, and resubmitted as required.

The principal deliverables shall include, but shall not be limited to, the following:

- i) An Inception Report summarizing the Review Consultant's mobilization status, obligations under the Contract, methodology for undertaking the assignment, reporting arrangements, site meetings, and record keeping procedures. This report shall be submitted within two weeks from the date of the Letter of Award.
- ii) Design Review Reports covering the review of all design criteria and design memoranda, including engineering calculations, drawings, analyses, method statements, technical reports, and references prepared by the Detailed Design Consultant, Contractors, or Vendors during the execution of the Works.
- iii) Review comments and reports on construction monitoring, quality assurance, inspection, testing, and commissioning documents, as and when required by the Employer.

5.2 Reporting and Submission Procedure

Within one (1) month from the date of the Letter of Award, the Review Consultant shall submit to the Employer a detailed Work Programme covering all review and engineering services required for the implementation of the Wangchhu Hydropower Project. This Work Programme shall be aligned with the Project Master Programme and shall ensure that design documents and drawings are available at least two months prior to the commencement of the corresponding construction activities.

The Work Programme shall include, inter alia, major activities such as preparation and review of design reports, hydraulic model studies, drawings, and interface reviews. The detailed design criteria and design memoranda for each project component shall be submitted to the Employer for approval at least two



months prior to the commencement of the relevant construction activity. The drawings and applicable standards for such components shall be based on the approved criteria and shall be submitted at least one month prior to the commencement of construction.

The format and number of copies of submissions shall be as follows:

- i) Drawings for information, review, or approval shall be submitted in electronic format.
- ii) Drawings for construction of civil works and interfacing components shall be submitted in electronic format.
- iii) Operation and Maintenance manuals and other final documents shall be submitted in two hard copies together with one electronic copy.
- iv) Quarterly reports shall be submitted in electronic format.

Within one (1) month after submission of the Work Programme, the Review Consultant shall submit to the Employer, for information, a detailed schedule indicating the methodology and sequence for phase wise submission of design documents and drawings.

The Review Consultant shall submit design documents and drawings for the Employer's review and approval in accordance with the agreed schedule. The Employer shall provide its comments or approval within fifteen (15) calendar days from the date of receipt of each submission.

Where the Employer provides comments, the Parties shall, if necessary, hold technical discussions without undue delay to finalize the documents and drawings.

If the Employer's approval or comments are not communicated within fifteen (15) calendar days, the Review Consultant shall notify the Employer in writing. If no response is received within a further seven (7) calendar days, the submission shall be deemed to have been reviewed with no comments.

The Review Consultant may propose minor modifications to designs during construction where such modifications are necessary or expedient, subject to prior intimation to the Employer. If any errors, omissions, ambiguities, inconsistencies, or deficiencies are identified in the reviewed documents, the Review Consultant shall ensure that such documents are corrected without additional cost to the Employer, notwithstanding any prior approval.

Where the Employer requests amendment, revision, or withdrawal of an approved report or design to meet site requirements or to ensure proper completion and functioning of the Works, the Review Consultant shall carry out such revision without additional cost to the Employer.

The Review Consultant shall inform the Employer of the software proposed to be used for analysis and design and shall obtain the Employer's endorsement prior to its use.

Without limiting the generality of the foregoing, the following documents and drawings shall be reviewed by the Review Consultant and submit to the Employer for approval:

a) Civil Works

- i) Design criteria and design memoranda
- ii) Detailed specifications
- iii) General arrangement and layout drawings for each component and associated structures
- iv) Review reports on hydraulic model studies
- v) Detailed hydraulic and structural design calculations
- vi) Excavation drawings
- vii) Concrete outline drawings



- viii) Reinforcement drawings
- ix) Foundation treatment drawings
- x) Lift drawings
- xi) Assembly drawings

b) Hydro-Mechanical and Electro-Mechanical Works

- i) General arrangement and interface drawings
- ii) Reviewed and improved basic design

6 ADDITIONAL WORK

If in the opinion of , it is necessary to carry out any additional works in addition to the Services, the Review Consultant, with written orders of Employer, shall carry out such additional works and costs of same shall be paid by the Employer on production of documentary evidence by the Review Consultant as per actual based on the agreed man-day rate under the variation order issued by Employer.

7 SCHEDULE

The duration of consultancy services for the Review Consultant will be the same as duration for the Wangchhu Hydroelectric Project. However, if the project is delayed for reasons not attributable to the Review Consultant, Review Consultant shall remain under obligation to extend the duration of consulting services, as may be required, to complete the project at no additional cost to the Employer. The Employer shall provide time extension in accordance with the terms of the contract agreement.

The construction duration for the Projects is as under:

SN	Project	Duration (months)
1	Wangchhu HPP	60

8 MILESTONES

The milestones set out below shall constitute the basis for monitoring performance, verification of deliverables, and release of payments by the Employer. Each milestone shall be deemed achieved only upon submission of the specified deliverables by the Review Consultant and their acceptance by the Employer in accordance with the provisions of the Contract.

Milestone No.	Milestone Title	Scope of Review	Key Deliverables
Milestone 1	Basic Design and Package Preparation Review	Review and optimization of general arrangement and component details submitted by the Design Consultant. Review of all technical inputs required for award of civil works packages. Review of inputs for physical hydraulic model tests. Review of technical specifications and bills of quantities for hydro-mechanical and electro-mechanical packages. Review of basic design and overall project layout. Review of construction drawings for all adits, including diversion tunnel portals and coffer dams.	Consolidated Milestone 1 Review Report.



Milestone 2	Excavation and Support Drawings Review	Review of construction drawings related to excavation and support details for dam and headworks area, powerhouse complex, headrace tunnel and or headrace pipeline, surge shaft or surge tube, pressure shaft, and anchor or saddle blocks.	Consolidated Milestone 2 Review Report.
Milestone 3	Concrete, Reinforcement, and Liner Drawings Review	Review of construction drawings related to concrete and reinforcement details for dam area, powerhouse complex, headrace tunnel and or headrace pipeline, surge shaft or surge tube, pressure shaft, pressure shaft liner, and anchor or saddle blocks.	Consolidated Milestone 3 Review Report.
Milestone 4	Integrated Dam and Powerhouse Drawings Review	Review of construction drawings for dam and powerhouse incorporating and integrating requirements of hydro mechanical and electromechanical works and interfaces.	Consolidated Milestone 4 Review Report.

9 KEY EXPERTS

The Review Consultant shall provide the Services in close coordination with the Employer's design and engineering team. The number and disciplines of key experts to be deployed by the Review Consultant are specified below. The Review Consultant shall be solely responsible for providing all specialists, support staff, and other resources, including full technical and administrative support from its head office, as necessary to ensure the completeness, quality, and timely delivery of the Services and the successful implementation of the Project. All such resources shall be deemed to be included in and subsumed within the list of key experts and the Contract Price, and no additional payment shall be made by the Employer on this account.

Key Experts Required for Consulting Firm:

SN	Key Experts (International)	No. of Experts	Engagement at WHPL Office
1	Hydropower Expert	1	Permanently posted at WHPL's head office or site office, as directed by the Employer.
2	Engineering Geology Expert	1	
3	Hydraulic Expert	1	
4	Dam Expert	1	
5	Structural Expert	1	
7	Electro-Mechanical Expert	1	
8	Hydro-Mechanical Expert	1	
	Total	7	

9.1 QUALIFICATION AND RESPONSIBILITY OF KEY EXPERTS

The Key Experts proposed by the Review Consultant shall meet the minimum qualification and experience requirements specified below and shall perform the duties and responsibilities set out herein in close coordination with the Employer's team. The Review Consultant shall ensure that all Key Experts devote adequate time and attention to the assignment and discharge their responsibilities in accordance with the provisions of the Contract.



9.1.1 Hydropower Expert

The Hydropower Expert proposed by the Review Consultant shall meet the following minimum qualification and experience requirements:

- A Master's Degree or higher in Civil Engineering or Hydropower Engineering, together with a Bachelor's Degree in a relevant engineering discipline.
- At least fifteen (15) years of professional experience in the design, supervision, and monitoring of hydropower projects or contracts of similar nature and complexity, including international experience in at least two Countries (outside the expert's home country).
- At least five (5) years of experience in senior level project management on projects or contracts of similar scale and scope.
- Experience in tender assistance under International Competitive Bidding and in construction supervision for hydropower projects.
- Prior experience as Team Leader on at least one hydropower project of comparable nature and scope.

The Hydropower Expert shall act as the Team Leader and shall have overall responsibility for coordination and technical leadership of the Review Consultant's team. The principal responsibilities shall include, but shall not be limited to, the following:

- Review the designs, calculations, drawings, and technical documents prepared by the Design Consultant and Contractors, verify their technical adequacy, compliance with the Contract and applicable standards, and submit recommendations to the Employer for approval.
- Assess whether the overall project designs and engineering are aligned with recognized international best practices and applicable codes and standards and propose optimizations or improvements where appropriate.
- Represent the Review Consultant in contractual and technical matters and act as the primary point of contact with WHPL and other relevant stakeholders.
- Coordinate with the WHPL Project Manager, the Design Consultant, and the Contractors, and ensure timely provision of all services required under the Contract.
- Plan, manage, and supervise all review activities and outputs of the Review Consultant's team.
- Review bidding documents for procurement under International Competitive Bidding in accordance with applicable procurement guidelines.
- Undertake site visits as required to assess site conditions and monitor the implementation of the Works.
- Review the Contractors' work methods to verify compliance with health and safety requirements, quality standards, and the agreed construction programme.
- Assist the Employer in the process of issuance of Taking Over Certificates to the Contractors.
- Plan and oversee numerical or physical hydraulic model studies related to sediment flushing and other relevant facilities.
- Provide technical guidance to the WHPL team in close coordination with the WHPL Project Manager on detailed design and engineering matters.
- Prepare, review, and submit the required deliverables to the WHPL Project Manager in accordance with this ToR for onward submission to the Employer.

9.1.2 Engineering Geology Expert

The Engineering Geology Expert proposed by the Review Consultant shall meet the following minimum qualification and experience requirements:

- A Master's Degree or higher in Geology or Engineering Geology.
- At least fifteen (15) years of professional experience on projects of similar nature and complexity, including international experience in at least two Countries (outside the expert's home country) and



not less than five (5) years of experience in Himalayan geology or geological formation in landform of alpine orogeny.

- Strong fundamental knowledge of geotechnical engineering, soil mechanics, and rock mechanics.
- Demonstrated experience in the use and application of the Rock Mass Rating (RMR) classification system.

The principal responsibilities of the Engineering Geology Expert shall include, but shall not be limited to, the following:

- Review the geological and geotechnical designs, interpretations, reports, and drawings prepared by the Design Consultant and Contractors, verify their technical adequacy, compliance with the Contract and applicable standards, and submit recommendations to the Employer for approval.
- Assess whether the geological and geotechnical approaches and designs are aligned with recognized international best practices and applicable codes and standards and propose optimizations or improvements where appropriate.
- Review all available geological and geotechnical data and identify any requirements for additional investigations.
- Review and recommend further site investigations necessary to support detailed design and engineering.
- Review rock mass characterization for all underground facilities, including diversion tunnels, desilting chambers, headrace tunnels, surge shafts, and penstocks.
- Undertake site visits as required to assess site conditions and the implementation of civil works.
- Review portal locations with respect to slope stability, erosion, and impacts from stream inflow.
- Identify and analyse potential risks related to landslides, seepage, and other geological hazards, including aspects related to reservoir stability, dam safety, monitoring, instrumentation, and disaster risk assessment and management planning.
- Review and advise on the Contractors' installation of geological and geotechnical instrumentation, including associated documentation.
- Monitor and analyse instrumentation data, recommend reading frequencies, and ensure proper documentation and interpretation of results.
- Provide relevant geological and geotechnical input data and advice to support detailed design and engineering of the Project.

9.1.3 Hydraulic Expert

The Hydraulic Expert proposed by the Review Consultant shall meet the following minimum qualification and experience requirements:

- A Bachelor's Degree or higher in Civil Engineering, Hydraulic Engineering, or Hydropower Engineering.
- At least fifteen (15) years of relevant professional experience in the hydraulic design of hydropower projects, including international experience in at least two Countries (outside the expert's home country).
- Demonstrated experience in the hydraulic design of at least two hydropower projects of comparable nature and complexity.

The principal responsibilities of the Hydraulic Expert shall include, but shall not be limited to, the following:

- Review the designs, calculations, drawings, and technical documents prepared by the Design Consultant and Contractors for hydraulic aspects of the Project, verify their technical adequacy, compliance with the Contract and applicable standards, and submit recommendations to the Employer for approval.
- Assess whether the hydraulic designs are aligned with recognized international best practices and applicable codes and standards and propose optimizations or improvements where appropriate.



- Provide technical expertise through the review of available data and the assessment of hydraulic aspects of project components in collaboration with other experts.
- Undertake site visits as required to assess site conditions and the implementation of civil works from a hydraulic engineering perspective.
- Provide relevant hydraulic design data and technical input to other designers to support detailed design and engineering of the Project.
- Provide technical input and supporting data for physical or numerical hydraulic model studies.

9.1.4 Dam Expert

The Dam Expert proposed by the Review Consultant shall meet the following minimum qualification and experience requirements:

- A Bachelor's Degree or higher in Civil Engineering, Hydropower Engineering, or Structural Engineering.
- At least fifteen (15) years of relevant professional experience in the design and construction of dams and headworks for hydropower projects, including international experience in at least two Countries (outside the expert's home country).
- Demonstrated experience in the design of dams and headworks for at least two hydropower projects in geological formations of Alpine orogenic belts in two different continents.

The principal responsibilities of the Dam Expert shall include, but shall not be limited to, the following:

- Review the designs, calculations, drawings, and technical documents prepared by the Design Consultant and Contractors for dam and headworks components, verify their technical adequacy, compliance with the Contract and applicable standards, and submit recommendations to the Employer for approval.
- Assess whether the dam and headworks designs are aligned with recognized international best practices and applicable codes and standards and propose optimizations or improvements where appropriate.
- Provide technical expertise through review of available data and assessment of dam and headworks components in collaboration with other experts.
- Review and advise on the scope of investigations and instrumentation required to establish design inputs and criteria, including laboratory and field-testing programmes to be carried out during construction.
- Review and provide recommendations on dam foundation treatment for control of bypass seepage and on design measures to minimize seepage.
- Assess slope stability at dam abutments and in the vicinity of the dam site.
- Review and provide recommendations on reservoir rim stability, sediment assessment, and sediment management planning.
- Review the suitability of construction materials proposed for dam construction.
- Undertake site visits as required to assess site conditions and monitor the implementation of civil works related to the dam and headworks.
- Provide relevant technical input and design data to other designers to support detailed design and engineering of the Project.
- Provide technical input and supporting data for physical or numerical hydraulic model studies, as required.
- Review and submit recommendations on the dam safety monitoring programme for both construction and operation phases and propose revisions or additional measures where necessary in light of observed or predicted project impacts.

9.1.5 Structural Expert



The Structural Expert proposed by the Review Consultant shall meet the following minimum qualification and experience requirements:

- A Bachelor's Degree or higher in Civil Engineering or Structural Engineering.
- At least fifteen (15) years of relevant professional experience on projects of similar nature and complexity, including international experience in at least two Countries (outside the expert's home country).
- Strong fundamental knowledge of geotechnical engineering, soil mechanics, rock mechanics, and reinforced concrete and steel structures.
- Demonstrated project experience in field supervision, planning, and construction related to surface structures for water resources or hydropower projects.

The principal responsibilities of the Structural Expert shall include, but shall not be limited to, the following:

- Review the designs, calculations, drawings, and technical documents prepared by the Design Consultant and Contractors for structural components, verify their technical adequacy, compliance with the Contract and applicable standards, and submit recommendations to the Employer for approval.
- Assess whether the structural designs are aligned with recognized international best practices and applicable codes and standards and propose optimizations or improvements where appropriate.
- Review and verify geotechnical input data and design criteria for project components, including review of all relevant geotechnical and technical reports and assessment of the construction programme from a geotechnical and structural perspective.
- Review and advise on the investigations and instrumentation required to establish final design inputs and criteria, including laboratory and field-testing programmes to be carried out during construction.
- Review and propose optimized layouts of structures based on geological, hydrological, and geotechnical studies.
- Review and assess the structural design of project components, including machine foundations, powerhouse structures, and associated facilities, in collaboration with other discipline experts.
- Undertake site visits as required to assess site conditions and monitor the implementation of civil works.
- Provide relevant structural design data and technical input to other designers to support detailed design and engineering of the Project.
- Review and advise on the design, installation, and monitoring of structural and geotechnical instrumentation, review instrumentation readings, and recommend remedial measures where necessary.
- Work in close coordination with other experts and discharge assigned responsibilities under the Contract.

9.1.6 Electro-Mechanical Expert

The Electro-Mechanical Expert proposed by the Review Consultant shall meet the following minimum qualification and experience requirements:

- A Bachelor's Degree or higher in Electrical Engineering, Mechanical Engineering, or a related discipline.
- At least fifteen (15) years of relevant professional experience in the design, installation, testing, and commissioning of electro-mechanical equipment for power systems, including international experience in at least two Countries (outside the expert's home country).
- Experience in tender assistance and construction supervision for hydropower projects under International Competitive Bidding is desirable.

The principal responsibilities of the Electro-Mechanical Expert shall include, but shall not be limited to, the following:



- Review the designs, calculations, drawings, and technical documents prepared by the Design Consultant and E&M Contractors, verify their technical adequacy, compliance with the Contract and applicable standards, and submit recommendations to the Employer for approval.
- Assess whether the electro-mechanical designs and specifications are aligned with recognized international best practices and applicable codes and standards and propose optimizations or improvements where appropriate.
- Assist the Employer in the preparation of bidding documents for electro-mechanical packages in accordance with the Contract requirements.
- Review bidding documents for procurement under International Competitive Bidding in collaboration with the Employer and in accordance with applicable procurement guidelines.
- Review bids and assist the Employer in bid evaluation, including assessment of contractors' technical capacity, and prepare or contribute to the bid evaluation report.
- Review and recommend for approval all documentation, designs, technical notes, drawings, quality assurance plans, and test schedules prepared by E&M Contractors.
- Review and recommend for approval method statements, construction methodologies, construction plans, and quality plans, and advise on necessary modifications within the required time frames to ensure timely approvals.
- Review the E&M Contractors' designs of the automatic control system, including SCADA, to verify that all operating requirements for single and joint control and for unit loading and unloading are satisfied.
- Review E&M Contractors' designs and documents and recommend changes or adjustments to designs, drawings, or specifications where necessary.
- Review the design of electrical components and control equipment with respect to installation methods and operational requirements.
- Assist the Contractors in developing and coordinating detailed test procedures for factory acceptance tests, unit tests, and dry and wet commissioning, and participate in the supervision of such tests.
- Review the detailed requirements and standards to be used in circuit diagrams and equipment specifications with reference to applicable international and local standards.

9.1.7 Hydro-Mechanical Expert

The Hydro-Mechanical Expert proposed by the Review Consultant shall meet the following minimum qualification and experience requirements:

- A Bachelor's Degree or higher in Mechanical Engineering.
- At least fifteen (15) years of relevant professional experience in the design, installation, testing, and commissioning of gates, hoists, and steel linings for pressure shafts, including international experience in at least two Countries (outside the expert's home country).

The principal responsibilities of the Hydro-Mechanical Expert shall include, but shall not be limited to, the following:

- Review the designs, calculations, drawings, and technical documents prepared by the Design Consultant and H&M Contractors, verify their technical adequacy, compliance with the Contract and applicable standards, and submit recommendations to the Employer for approval.
- Assess whether the hydro-mechanical designs are aligned with recognized international best practices and applicable codes and standards and propose optimizations or improvements where appropriate.
- Review and verify input data and design criteria for hydro-mechanical components, including review of all relevant reports and assessment of the selected technologies from an operational and maintainability perspective.
- Review and assist in the preparation of technical specifications for hydro-mechanical equipment and manufacturers.



- Review and propose optimized hydro-mechanical system configurations, including provisions for remote or automated operation where applicable.
- Review the detailed design and engineering of each hydro-mechanical component prepared by the H&M Contractor.
- Undertake site visits as required to assess site conditions and monitor interfacing between civil works and hydro-mechanical works.
- Provide relevant technical input and design data to other discipline experts to support detailed design and engineering of the Project.
- Work in close coordination with other experts and discharge assigned responsibilities under the Contract.



SECTION VI – GENERAL CONDITIONS OF CONTRACT



SECTION V – GENERAL CONDITIONS OF CONTRACT

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, organisations, 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) “Applicable Laws of Bhutan” means the laws and any other instruments having the force of law in Bhutan;
- c) “Consultant” means an individual or a legal entity entering into a Contract to provide the Services to WHPL under the Contract;
- d) “Consulting Services” means expert services of a professional and/or intellectual nature, provided by the Consultant based on specialized expertise and skills, pursuant to the Contract executed between WHPL and Consultant; Consultancy Services includes but not limited to policy advice, institutional reforms, management, engineering services, construction supervision, financial services, procurement services, social and environmental studies, hydrological studies, geotechnical and seismic studies, lineament mapping and identification, preparation of prefeasibility, feasibility and detailed project reports and implementation of projects;
- e) “Contract” means the formal agreement in writing, entered into between WHPL and the consultant on acceptable terms and conditions and which are in compliance with all the relevant provisions of the laws of the Kingdom of Bhutan;
- f) “Data Sheet” means such part of the Instructions to Consultants used to reflect specific assignment conditions;
- g) “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;
- h) “WHPL” means Wangchhu Hydroelectric Power Limited including its successors and permitted assigns (sometimes referred to as the Employer/Client in this RFP Document);
- i) “Domestic Bidder” shall mean 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 constituted under and governed by the civil, commercial or public laws of Bhutan, and have its statutory office, central administration or principal place of business in Bhutan;
- j) “Effective Date” means the date on which this Contract comes into force and effect pursuant to GCC.13;
- k) “Foreign Currency” shall mean any currency other than Bhutanese Ngultrum (BTN)
- l) “GCC” means General Conditions of Contract;
- m) “Government” means the Royal Government of Bhutan (RGoB).



- n) “In Writing” means communicated in written form (eg by mail, electronic mail, fax) with proof of receipt;
- o) “ITC” means Instructions to Consultants;
- p) “LOI” means Letter of Invitation;
- q) “Month” means calendar month of the Gregorian Calendar.
- r) “Member” means any of the entities that make up the joint venture/consortium/association; and “Members” means all these entities.
- s) “Party” means the WHPL or the Consultant, as the context requires, and “Parties” means both of them.
- t) “Personnel” means professional and support staff provided by the Consultant or by any Sub-Consultants and assigned to perform the Services or any part thereof; “Foreign Personnel” means such professional and support staff who at the time of being so provided have their domicile outside Bhutan; “Local Personnel” means such professional and support staff who at the time of being so provided have their domicile in Bhutan; and “Key Personnel” means the Personnel referred to in GCC.37.2.
- u) “RFP” means Request for Proposal;
- v) “SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented;
- w) “Sub-Consultant” means a Consultant selected to provide a pre specified service and nominated as sub-consultant to the main Consultant for such purpose;
- x) “Terms of Reference (TOR)” means the document included in the RFP as Section V which defines the objectives, goals, scope of work, activities, tasks, responsibilities of WHPL and the Consultant, required outputs and results of the assignment, as well as background information (including a list of existing relevant studies and basic data) to facilitate the Consultants’ preparation of their proposals.
- y) “Third Party” means any person or entity other than WHPL, the Consultant or a Sub-Consultant.

GCC.2. Relationship between the Parties

GCC.2.1. Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between WHPL and the Consultant. The Consultant, subject to the Contract, has complete charge of Personnel and Sub-Consultants, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

GCC.3. Governing Law

GCC.3.1. The Contract shall be governed by and interpreted in accordance with the laws of the Kingdom of Bhutan. The courts of Thimphu shall have exclusive jurisdiction in all matters arising out of the Contract unless otherwise stated in the SCC.

GCC.3.2. The Consultant shall, in all matters arising in the performance of the Contract, comply in all respects, give all notices and pay all fees required by the provisions of any statute, ordinance or other law or any regulation or by law of any duly constituted authority of the Kingdom of Bhutan.

GCC.3.3. The Consultant 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 Consultant or its personnel including its Sub-Consultants and their employees.

GCC.4. Language

GCC.4.1. The Contract, as well as all correspondence and documents relating to the Contract exchanged by the Consultant 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.4.2. The Consultant shall bear all costs of translation to the governing language and all risks of the accuracy of such translation, for documents provided by the Consultant.

GCC.5. Headings

GCC.5.1. The headings shall not limit, alter or affect the meaning of this Contract.

GCC.6. Notices

GCC.6.1. Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the SCC.

GCC.6.2. A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address specified in the SCC.

GCC.7. Location

GCC.7.1. The Services shall be performed at such locations as are specified in SCC, Appendix A of Appendices hereto and, where the location of a particular task is not so specified, at such locations, whether in Bhutan or elsewhere, as WHPL may approve.

GCC.8. Authority of Member in Charge

GCC.8.1. In case the Consultant consists of a joint venture/consortium/association of more than one entity, the Members hereby authorize the entity specified in the SCC to act on their behalf in exercising all the Consultant's rights and obligations towards WHPL under this Contract, including without limitation the receiving of instructions and payments from WHPL.

GCC.9. Authorized Representatives

GCC.9.1. Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by WHPL or the Consultant may be taken or executed by the officials specified in the SCC.

GCC.10. Contract Performance Security

GCC.10.1. If specified in the SCC, the Consultant shall provide securities for due performance of the Contract, in the manner specified and as per the terms set forth in the SCC.

GCC.11. Taxes and Duties

GCC.11.1. As per ITC.15.1, WHPL will either pay or reimburse the Consultant for payment of such **indirect taxes**, duties, fees and other impositions levied under the Applicable Laws of Bhutan.



GCC.12. Fraud and Corruption

GCC.12.1. It is required that Consultants, their Sub-Consultants and the Personnel of both of them observe the highest standards of ethics during the execution of the Contract.

GCC.12.2. For the purposes of this sub-clause, the terms set forth are defined as follows:

- a) “corrupt practice” is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
- b) “fraudulent practice” is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
- c) “collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
- d) “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- e) “obstructive practice” is
 - i. 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
 - ii. acts intended materially to impede the exercise of the inspection rights of WHPL or any organization or person appointed by WHPL.

GCC.12.3. WHPL will cancel the Contract if it at any time determines that representatives of the Consultant, any Sub-Consultant, the personnel of either of them, or any other participant in the procurement and Contract execution process, were engaged in corrupt, fraudulent, collusive, coercive or obstructive practices during the procurement and selection process or the execution of the Contract.

GCC.12.4. WHPL will sanction a Consultant, Sub-Consultant or the personnel of either of them, including declaring them ineligible, either indefinitely or for a stated period of time, to be awarded a WHPL Contract if at any time it determines that they have, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for, or in executing, a WHPL Contract.

GCC.12.5. WHPL will report the case of corrupt, fraudulent, collusive, coercive or obstructive practice to the relevant RGoB agencies, including but not limited to the Anti-Corruption Commission (ACC) of Bhutan, for necessary action in accordance with the statutes and provisions of the relevant agency.

GCC.12.6. WHPL will require the successful Consultant to disclose any commissions or fees that may have been paid or are to be paid to agents, representatives or commission agents with respect to the selection process or the execution of the Contract. The information disclosed must include at least the name and address of the agent, representative or commission agent, the amount and currency, and the purpose of the commission or fee.

GCC.13. Effectiveness of Contract

GCC.13.1. This Contract shall come into force and effect on the date (the “Effective Date”) of WHPL’s notice to the Consultant instructing the Consultant to begin carrying out the



Services. This notice shall confirm that the effectiveness conditions, if any, listed in the SCC have been met.

GCC.14. Termination of Contract for failure to become effective

GCC.14.1. If this Contract has not become effective within such time period after the date of the Contract signed by the Parties as specified in the SCC, either Party may, by not less than twenty one (21) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.

GCC.15. Commencement

GCC.15.1. The Consultant shall begin carrying out the Services not later than the number of days after the Effective Date specified in the SCC.

GCC.16. Expiration of Contract

GCC.16.1. Unless terminated earlier pursuant to GCC.21 hereof, this Contract shall expire at the end of such time period after the Effective Date as is specified in the SCC.

GCC.16.2. If the Contractor fails to complete the work within the stipulated time, then Liquidated Damage shall be deducted as mentioned in the SCC.

GCC.17. Entire Agreement

GCC.17.1. This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.

GCC.18. Modifications or Variation

GCC.18.1. Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.

GCC.19. Force Majeure

GCC.19.1. "Force Majeure" shall mean any event or circumstance beyond the control of WHPL or of the Consultant, as the case may be, and which is unavoidable notwithstanding the reasonable care of the Party affected and which substantially affect the performance of the Contract. The event and circumstances of Force Majeure 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 by persons other than Contractor's or Sub Consultants employees/workers/labourers, sabotage, lockout, freight embargo, import restriction, port congestion, lack of usual means of public transportation and communication, industrial dispute, shipwreck, epidemics, 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 Employer 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.19.2. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's Sub-Consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected both to take into account at the time of the conclusion of this Contract, and to avoid or overcome in the carrying out of its obligations hereunder.

GCC.19.3. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

GCC.19.4. The failure of a Party to fulfil any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

GCC.19.5. Measures to be taken:

GCC.19.5.1. A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

GCC.19.5.2. A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.

GCC.19.5.3. Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

GCC.19.5.4. During the period of its inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by WHPL, shall either:

- a) demobilize, in which case the Consultant shall be reimbursed for additional costs they reasonably and necessarily incur, and, if required by WHPL, in reactivating the Services; or
- b) continue with the Services to the extent possible, in which case the Consultant shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred.

GCC.19.5.5. In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to GCC.47.

GCC.20. Suspension

GCC.20.1. WHPL may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultant to remedy such failure within a period not exceeding thirty (30) days after receipt by the



Consultant of such notice of suspension. Upon remedying the failure by the Consultant the payments to the Consultant shall be commenced.

GCC.21. Termination

GCC.21.1. Termination by WHPL

GCC.21.1.1. WHPL may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (g) of this clause. In such an occurrence WHPL shall give not less than thirty (30) days written notice of termination to the Consultant, or sixty (60) days in case of the event referred to in paragraph (g) of this clause.

- a) If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to GCC.20 hereinabove, within forty five (45) days of receipt of such notice of suspension or within such further period as WHPL may have subsequently approved in writing.
- b) If the Consultant becomes (or, if the Consultant consists of more than one entity, if any of its Members becomes) insolvent or bankrupt or enters into any agreements with its creditors for relief of debt or takes advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary.
- c) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to GCC.47 hereof.
- d) If the Consultant, in the judgment of WHPL, has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for or in executing this Contract.
- e) If the Consultant submits to WHPL a false statement which has a material effect on the rights, obligations or interests of WHPL.
- f) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a continuous period of not less than sixty (60) days.
- g) If WHPL, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

GCC.21.2. Termination by Consultant

GCC.21.2.1. The Consultant may terminate this Contract, by not less than thirty (30) days written notice to WHPL, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this clause.

- a) If WHPL fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to GCC.47 hereof within forty-five (45) days after receiving written notice from the Consultant that such payment is overdue.
- b) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a continuous period of not less than sixty (60) days.
- c) If WHPL fails to comply with any final decision reached as a result of arbitration pursuant to GCC.47 hereof.
- d) If WHPL is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by WHPL of the Consultant's notice specifying such breach.

GCC.21.3. Cessation of rights and obligations

GCC.21.3.1. Upon termination of this Contract pursuant to GCC.14 or GCC.21 hereof, or upon expiration of this Contract pursuant to GCC.16 hereof, all rights and obligations of the



Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in GCC.28 hereof, (iii) the Consultant's obligation to permit inspection, copying and auditing of its accounts and records set forth in GCC.31 thereof (applicable for only time based contract), and (iv) any right which a Party may have under the Applicable Laws of Bhutan.

GCC.21.4. Cessation of Services

GCC.21.4.1. Upon termination of this Contract by notice of either Party to the other pursuant to GCC.21.1 or GCC.21.2 hereof, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment, vehicles and/or materials furnished by WHPL, the Consultant shall proceed as provided respectively by GCC.34 or GCC.35 hereof.

GCC.21.5. Payment upon Termination

GCC.21.5.1. Upon termination of this Contract pursuant to GCC.21.1 or GCC.21.2 hereof, WHPL shall make the following payments to the Consultant:

- a) remuneration pursuant to GCC.45.1 hereof for Services satisfactorily performed prior to the effective date of termination, and reimbursable expenditures pursuant to GCC.45.1 hereof for expenditures actually incurred prior to the effective date of termination; and
- b) except in the case of termination pursuant to paragraphs (a) through (e) of GCC.21.1 hereof, reimbursement of any reasonable cost incidental to the prompt and orderly termination of this Contract including the cost of the return travel of the Personnel.

GCC.21.6. Disputes about events of Termination

GCC.21.6.1. If either Party disputes whether an event specified in paragraphs (a) through (f) of GCC.21.1 or in GCC.21.2 hereof has occurred, such Party may, within forty-five (45) days after receipt of notice of termination from the other Party, refer the matter for settlement through arbitration under GCC.47 hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

GCC.22. Standard of Performance

GCC.22.1. The Consultant shall perform the Services and carry out its obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to WHPL, and shall at all times support and safeguard WHPL's legitimate interests in any dealings with Sub-Consultants or Third Parties.

GCC.23. Law governing Services

GCC.23.1. The Consultant shall perform the Services in accordance with the Applicable Laws of Bhutan and shall take all practicable steps to ensure that any Sub-Consultants, as well as the Personnel of the Consultant and any Sub-Consultants, comply with the said Applicable Laws. WHPL shall notify the Consultant in writing of relevant local customs, and the Consultant shall, after such notification, respect such customs.



GCC.24. Conflict of Interest

GCC.24.1. The Consultant shall hold WHPL's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or its own corporate interests.

GCC.25. Consultant not to benefit from Commissions, Discounts, etc.

GCC.25.1. The payment of the Consultant pursuant to GCC.45 hereof shall constitute the Consultant's only payment in connection with this Contract and, subject to GCC.26 hereof, the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any Sub-Consultants, as well as the Personnel and agents of either of them, similarly shall not receive any such additional payment.

GCC.25.2. Furthermore, if the Consultant, as part of the Services, has the responsibility of advising WHPL on the procurement of goods, works or services, the Consultant shall comply with the applicable procurement guidelines, and shall at all times exercise such responsibility in the best interests of WHPL. Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the account of WHPL.

GCC.26. Consultants and Affiliates not to engage in certain activities

GCC.26.1. The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-Consultants and any entity affiliated with such Sub-Consultants, shall be disqualified from providing goods, works or services (other than consulting services) resulting from or directly related to the Consultant's Services for the preparation or implementation of the project.

GCC.27. Prohibition of conflicting activities

GCC.27.1. The Consultant shall not engage, and shall cause its Personnel as well as its Sub-Consultants and their Personnel not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.

GCC.28. Confidentiality

GCC.28.1. Except with the prior written consent of WHPL, the Consultant and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services.

GCC.29. Liability of the Consultant

GCC.29.1. Subject to additional provisions, if any, set forth in the SCC, the Consultant's liability under this Contract shall be governed by the Applicable Laws of Bhutan.

GCC.30. Insurance

GCC.30.1. The Consultant (i) shall take out and maintain, and shall cause any Sub-Consultants to take out and maintain, at their (or the Sub-Consultants', as the case may be) own cost but on terms and conditions approved by WHPL, insurance against the risks, and for the coverage specified in the SCC, and (ii) at WHPL's request, shall provide evidence to WHPL showing that such insurance has been taken out and maintained and that the current premiums thereof have been paid.

GCC.31. Accounting, Inspection and Auditing for time based Contracts

GCC.31.1. The Consultant (i) shall keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally accepted accounting principles



and in such form and detail as will clearly identify all relevant time charges and costs, and the bases thereof, and (ii) shall periodically permit WHPL or its designated representative, for a period of up to five (5) years from expiration or termination of this Contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by WHPL.

GCC.32. Actions requiring prior approval

GCC.32.1. The Consultant shall obtain WHPL's prior approval in writing before taking any of the following actions:

- a) Any change or addition to the Personnel listed in Appendix C of Appendices.
- b) Subcontracts: the Consultant may subcontract work relating to the Services to an extent and with such experts and entities as may be approved in advance by WHPL. Notwithstanding such approval, the Consultant shall retain full responsibility for the Services. In the event that any Sub-Consultants are found by WHPL to be incompetent or incapable in discharging their assigned duties, WHPL may request the Consultant to provide a replacement, with qualifications and experience acceptable to WHPL, or to resume the performance of the Services itself.
- c) Any other action that may be specified in the SCC.

GCC.33. Reporting Obligations

GCC.33.1. The Consultant shall submit to WHPL the reports and documents specified in Appendix B of Appendices hereto, in the form, in the numbers and within the time periods set forth in the said Appendix. Final reports shall be delivered on CD ROM in addition to the hard copies specified in the said Appendix.

GCC.34. Documents prepared by Consultants

GCC.34.1. All plans, drawings, specifications, designs, reports, other documents and software prepared by the Consultant for WHPL under this Contract shall become and remain the property of WHPL, and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to WHPL, together with a detailed inventory thereof. The Consultant may retain a copy of such documents and software, and use such software for its own use with prior written approval of WHPL. If license agreements are necessary or appropriate between the Consultant and third parties for the purposes of development of any such computer programs, the Consultant shall obtain WHPL's prior written approval to such agreements, and WHPL shall be entitled at its discretion to require recovery of the expenses related to the development of the program(s) concerned. Other restrictions about the future use of these documents and software, if any, shall be specified in the SCC.

GCC.35. Equipment, vehicles and materials provided by WHPL

GCC.35.1. Equipment, vehicles and materials made available to the Consultant by WHPL, or purchased by the Consultant wholly or partly with funds provided by WHPL, shall be the property of WHPL and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultant shall make available to WHPL an inventory of such equipment, vehicles and materials and shall dispose of such equipment and materials in accordance with WHPL's instructions. While in possession of such equipment, vehicles and materials, the Consultant, unless otherwise instructed by WHPL in writing, shall insure them at the expense of WHPL in an amount equal to their full replacement value.



GCC.36. Equipment and materials provided by the Consultant

GCC.36.1. Equipment or materials brought into Bhutan by the Consultant and the Personnel and used either for the Project or personal use shall remain the property of the Consultant or the Personnel concerned, as applicable.

GCC.37. Consultant's Personnel and Sub-consultants

GCC.37.1. The Consultant shall employ and provide such qualified and experienced Personnel and Sub-Consultants as are required to carry out the Services.

GCC.37.2. The title, agreed job description, minimum qualification and estimated period of engagement in the carrying out of the Services of each of the Consultant's Key Personnel are described in Appendix C of Appendices. If any of the Key Personnel has already been approved by WHPL, his/her name is to be listed as well.

GCC.37.3. This clause GCC.37.3 is applicable only for Time-Based Contracts

GCC.37.3.1. In order to comply with the provisions of GCC.22 hereof, adjustments with respect to the estimated periods of engagement of Key Personnel set forth in Appendix C of Appendices may be made by the Consultant by written notice to WHPL, provided (i) that such adjustments shall not alter the originally estimated period of engagement of any individual by more than 10% or one week, whichever is larger, and (ii) that the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in GCC.45.1.1(b) of this Contract. Any other such adjustments shall only be made with the WHPL's written approval.

GCC.37.3.2. If additional work is required beyond the scope of the Services specified in Appendix A of Appendices, the estimated periods of engagement of Key Personnel set forth in Appendix C of Appendices may be increased by agreement in writing between WHPL and the Consultant. In case payments under this Contract exceed the ceilings set forth in GCC.45.1.1 (b) of this Contract, this will be explicitly mentioned in the agreement.

GCC.38. Approval of Personnel

GCC.38.1. The Key Personnel and Sub-Consultants listed by title as well as by name in Appendix C of Appendices are hereby approved by WHPL. In respect of other Personnel which the Consultant proposes to use in carrying out the Services, the Consultant shall submit to WHPL for review and approval a copy of their Curricula Vitae (CVs). If WHPL does not object in writing (stating the reasons for the objection) within twenty-one (21) days from the date of receipt of such CVs, such Personnel shall be deemed to have been approved by WHPL.

GCC.39. Working hours, overtime, leave, etc.

This clause GCC.39 is applicable only for Time-Based Contracts.

GCC.39.1. Working hours and holidays for Key Personnel are set forth in Appendix C of Appendices hereto. To account for travel time, Foreign Personnel carrying out Services inside Bhutan shall be deemed to have commenced or finished work in respect of the Services such number of days before their arrival in or after their departure from Bhutan as is specified in Appendix C of Appendices hereto.

GCC.39.2. The Key Personnel shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave. The Consultant's remuneration shall be deemed to cover these items. All leave to be allowed to the Personnel is included in the staff-months of service set forth in Appendix C of Appendices.



GCC.40. Removal and/or Replacement of Personnel

GCC.40.1. Except as WHPL may otherwise agree, no changes shall be made in the Personnel. If, for any reason beyond the reasonable control of the Consultant, such as retirement, death, medical incapacity, among others, it becomes necessary to replace any of the Personnel, the Consultant shall forthwith provide as a replacement a person of equivalent or better qualifications.

GCC.40.2. If WHPL (i) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action, or (ii) has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultant shall, at WHPL's written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to WHPL.

GCC.40.3. *(This clause GCC.40.3 is applicable for only Time-Based Contracts)* Any of the Personnel provided as a replacement under GCC.40.1 and GCC.40.2 above, as well as any reimbursable expenditure (including expenditures due to the number of eligible dependents) the Consultant may wish to claim as a result of such replacement, shall be subject to prior written approval by WHPL. The rate of remuneration applicable to a replacement person will be obtained by multiplying the rate of remuneration applicable to the replaced person by the ratio between the monthly salary effectively to be paid to the replacement person and the average salary effectively paid to the replaced person in the period six months prior to the date of replacement. Except as WHPL may otherwise agree, (i) the Consultant shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and (ii) the remuneration to be paid for any of the Personnel provided as a replacement shall not exceed the remuneration which would have been payable to the Personnel replaced.

GCC.40.4. **In case of Lump-Sum Contracts, the above clause GCC.40.3 shall NOT be applicable.** In Lump-Sum Contracts, the Consultant shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

GCC.41. Resident Project Manager

GCC.41.1. If required by the SCC, the Consultant shall ensure that at all times during the Consultant's performance of the Services in Bhutan a resident project manager, acceptable to WHPL, shall take charge of the performance of such Services.

GCC.42. WHPL's Obligations

GCC.42.1. Unless otherwise specified in the SCC, WHPL shall use its best efforts to ensure that the Government shall:

- a) Provide the Consultant, Sub-Consultants and Personnel with work permits and such other documents as shall be necessary to enable the Consultant, Sub-Consultants or Personnel to perform the Services.
- b) Arrange for the Personnel and, if appropriate, their eligible dependents to be provided promptly with all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in Bhutan.
- c) Facilitate prompt clearance through customs of any property required for the Services and of the personal effects of the Personnel and their eligible dependents.
- d) Issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services.
- e) Exempt the Consultant and the Personnel and any Sub-Consultants employed by the Consultant for the Services from any requirement to register or obtain any



permit to practice their profession or to establish themselves either individually or as a corporate entity according to the Applicable Laws of Bhutan.

- f) Grant to the Consultant, any Sub-Consultants and the Personnel of either of them the privilege, pursuant to the Applicable Laws of Bhutan, of bringing into Bhutan reasonable amounts of foreign currency for the purposes of the Services or for the personal use of the Personnel and their dependents and of withdrawing any such amounts as may be earned therein by the Personnel in the execution of the Services.
- g) Provide to the Consultant, Sub-Consultants and Personnel any such other assistance as may be specified in the SCC.

GCC.43. Change in applicable laws

GCC.43.1. If, after the date of this Contract, there is any change in the Applicable Laws of Bhutan with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the ceiling amounts specified in GCC.45.1.1.

GCC.44. Services, Facilities and Property of WHPL

GCC.44.1. WHPL shall make available to the Consultant and the Personnel, for the purposes of the Services and free of any charge, the services, facilities and property described in Appendix F of Appendices at the times and in the manner specified in the said Appendix F of Appendices.

GCC.44.2. In case such services, facilities and property are not be made available to the Consultant as and when specified in Appendix F of Appendices, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Consultant for the performance of the Services, (ii) the manner in which the Consultant shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Consultant as a result thereof pursuant to GCC.45.1.1.

GCC.45. Payments

GCC.45.1. **Payment clauses in case of Time-Based Contracts.** (This clause GCC.45.1 will **NOT** be applicable for Lump-Sum Contracts.)

GCC.45.1.1. Cost estimates and Ceiling Amount

- a) An estimate of the cost of the Services payable in foreign currency is set forth in SCC. An estimate of the cost of the Services payable in local currency is set forth in SCC.
- b) Except as may be otherwise agreed under GCC.18 and subject to GCC.45.1.1(c), payments under this Contract shall not exceed the ceilings in foreign currency and in local currency specified in the SCC.
- c) Notwithstanding GCC.45.1.1(b) hereof if, pursuant to any of GCC.43 or GCC.44 hereof, the Parties shall agree that additional payments in local and/or foreign currency, as the case may be, shall be made to the Consultant in order to cover any necessary additional expenditures not envisaged in the cost estimates referred to in GCC.45.1.1(a) above, the ceiling or ceilings, as the case may be, set forth in GCC.45.1.1(b) above shall be increased by the amount or amounts, as the case may be, of any such additional payments.

GCC.45.1.2. Remuneration and Reimbursable expenses



- a) Subject to the ceilings specified in GCC.45.1.1 (b) hereof, WHPL shall pay to the Consultant (i) remuneration as set forth in GCC.45.1.2 (b) hereunder, and (ii) reimbursable expenses as set forth in GCC.45.1.2 (c) hereunder. Unless otherwise specified in the SCC, said remuneration shall be fixed for the duration of the Contract.
- b) Payment for the Personnel shall be determined on the basis of time actually spent by such Personnel in the performance of the Services after the date determined in accordance with GCC.15 and SCC (or such other date as the Parties shall agree in writing), at the rates referred to in SCC, and subject to price adjustment, if any, specified in SCC.
- c) Reimbursable expenses actually and reasonably incurred by the Consultant in the performance of the Services, as specified in SCC.
- d) Any rates specified for Personnel not yet appointed shall be provisional and shall be subject to revision, with the written approval of WHPL, once the applicable salaries and allowances are known.
- e) Payments for periods of less than one month shall be calculated on an hourly basis for actual time spent in the Consultant's home office and directly attributable to the Services (one hour being equivalent to 1/176th of a month or twenty-two (22) days being equal to one month) and on a calendar-day basis for time spent away from home office (one day being equivalent to 1/30th of a month).

GCC.45.1.3. Currency of Payment

Foreign currency payments shall be made in the currency or currencies specified in the SCC, and local currency payments shall be made in Bhutanese Ngultrum (BTN).

GCC.45.1.4. Mode of billing and payment

Billings and payments in respect of the Services shall be made as follows:

- a) Within the number of days after the Effective Date specified in the SCC, WHPL shall cause to be paid to the Consultant advance payments in foreign currency and in Bhutanese Ngultrum (BTN) as specified in the SCC. When the SCC indicate advance payment, this will be due after provision by the Consultant to WHPL of an advance payment guarantee acceptable to WHPL in an amount (or amounts) and in a currency (or currencies) specified in the SCC. Such guarantee shall (i) remain effective until the advance payment has been fully set off, and (ii) be in the form set forth in Appendix G of Appendices hereto, or in such other form as WHPL shall have approved in writing. The advance payments will be set off by WHPL in equal instalments against the statements for the number of months of the Services specified in the SCC until said advance payments have been fully set off.
- b) As soon as practicable and not later than fifteen (15) days after the end of each calendar month during the period of the Services, or after the end of each time interval otherwise indicated in the SCC, the Consultant shall submit to WHPL, in duplicate, itemized statements, accompanied by copies of invoices, vouchers and other appropriate supporting materials, of the amounts payable pursuant to GCC.45.1.3 and GCC.45.1.4 for such month, or any other period indicated in the SCC. Separate statements shall be submitted in respect of amounts payable in foreign currency and in local currency. Each statement shall distinguish that portion of the total eligible costs which pertains to remuneration from that portion and which pertains to reimbursable expenses.
- c) WHPL shall pay the Consultant's statements within thirty (30) days after the receipt by WHPL of such statements with supporting documents. Only such portion of a



statement that is not satisfactorily supported may be withheld from payment. Should any discrepancy be found to exist between actual payment and costs authorized to be incurred by the Consultant, WHPL may add or subtract the difference from any subsequent payments. Interest at the annual rate specified in the SCC shall become payable as from the above due date on any amount due by, but not paid on, such due date.

- d) The final payment under this Clause shall be made only after the final report and a final statement, identified as such, shall have been submitted by the Consultant and approved as satisfactory by WHPL. The Services shall be deemed completed and finally accepted by WHPL and the final report and final statement shall be deemed approved by WHPL as satisfactory ninety (90) days after receipt of the final report and final statement by WHPL unless WHPL, within such ninety (90) day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report or final statement. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated. Any amount which WHPL has paid or caused to be paid in accordance with this Clause in excess of the amounts actually payable in accordance with the provisions of this Contract shall be reimbursed by the Consultant to WHPL within thirty (30) days after receipt by the Consultant of notice thereof. Any such claim by WHPL for reimbursement must be made within twelve (12) calendar months after receipt by WHPL of a final report and a final statement approved by WHPL in accordance with the above.
- e) All payments under this Contract shall be made to the accounts of the Consultant specified in the SCC.
- f) Payments in respect of remuneration or reimbursable expenses which exceed the cost estimates for these items as set forth in Appendix D and E of Appendices may be charged to the respective contingencies provided for foreign and local currencies only if such expenditures were approved by WHPL prior to being incurred.
- g) With the exception of the final payment under (d) above, payments do not constitute acceptance of the Services nor relieve the Consultant of any obligations hereunder.

GCC.45.2. Payment clauses in case of Lump-Sum Contracts. *(This clause GCC.45.2 will **NOT** be applicable for Time-Based Contracts.)*

GCC.45.2.1. Lump-Sum Payment

The total payment due to the Consultant shall not exceed the Contract Price which is an all-inclusive fixed lump-sum covering all costs required to carry out the Services described in Appendix A of Appendices. Except as provided in GCC.43 and GCC.44.2, if the Parties have agreed to additional payments in accordance with GCC.18.

GCC.45.2.2. Payment for additional services

For the purpose of determining the remuneration due for additional services as may be agreed under GCC.18, a breakdown of the lump-sum price is provided in Appendices D and E of Appendices.

GCC.45.2.3. Terms and conditions of payment

Payments will be made to the account(s) of the Consultant and according to the payment schedule stated in the SCC. Unless otherwise stated in the SCC, the first payment shall be made against the provision by the Consultant of an advance payment guarantee for the same amount, and shall be valid for the period stated in the SCC. Such guarantee shall be in the form set forth in Appendix G of Appendices, or in such other form as WHPL shall



have approved in writing. Any other payment shall be made after the conditions listed in the SCC for such payment have been met, and the Consultant has submitted an invoice to WHPL specifying the amount due.

GCC.45.2.4. Interest on delayed payments

If WHPL has delayed payments beyond fifteen (15) days after the due date stated in the SCC, interest shall be paid to the Consultant for each day of delay at the rate stated in the SCC.

GCC.46. Fairness and Good Faith

GCC.46.1. The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

GCC.46.2. The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this clause shall give rise to a dispute subject to arbitration in accordance with GCC.47 hereof.

GCC.47. Settlement of Disputes

GCC.47.1. Adjudicator

GCC.47.1.1. If any dispute of any kind whatsoever shall arise between WHPL and the Consultant 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.47.1.2. 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.47.1.3. The Adjudicator shall give its decision in writing to both Parties within thirty (30) 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 Consultant within fifty-six (56) days of such reference, the decision shall become final and binding upon WHPL and the Consultant. Any decision that has become final and binding shall be implemented by the Parties forthwith.

GCC.47.1.4. Should the Adjudicator resign or die, or should WHPL and the Consultant 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.47.1.2.

GCC.47.1.5. 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 Consultant.

GCC.47.2. Arbitration



- GCC.47.2.1. If either WHPL or the Consultant 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 Consultant 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.47.2.2. Any dispute, in respect of which a notice of intention to commence arbitration has been given, in accordance with GCC.47.2.1, shall be finally settled by arbitration. Arbitration may be commenced prior to or after completion of the Works.
- GCC.47.2.3. 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.47.2.4. 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.47.3. 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 Consultant any monies due to it.
- GCC.47.4. 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 insofar as such waiver can validly be made.



SECTION VII – SPECIAL CONDITIONS OF CONTRACT



SECTION VI - SPECIAL CONDITIONS OF CONTRACT

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

GCC Clause Reference	Particulars
GCC.3.1	Contract shall be governed by and interpreted in accordance with the Laws of the Kingdom of Bhutan.
GCC.6.1 and GCC.6.2	<p>For any notices or request, the addresses are:</p> <p>WHPL:</p> <p>Samphel Norbu Contracts and Procurement Division Wangchhu Hydroelectric Power Limited Post Box No. 202 Dhoewa Lam Phuentsholing, Bhutan Email: s.norbu5024@whpl.bt Tel: +975-17767216</p> <p>Consultant Address: _____</p> <p>Attention: _____</p> <p>Facsimile: _____</p> <p>E-mail (where permitted): _____</p>
GCC.7.1	Location where the services will be performed is: As specified in the TOR
GCC.8.1	The Member in Charge shall be notified before signing of the contract
GCC.9.1	The Authorized Representatives are: Both parties shall notify before signing of the contract
GCC.10.1	<p>Whether Contract Performance Guarantee (CPG) needs to be provided for the Contract: Yes</p> <p>The terms of the CPG will be as under:</p> <ol style="list-style-type: none"> 1. Within thirty (30) days from the date of Letter of Award, the successful Bidder shall furnish to the WHPL, a Performance Security in the form of Bank Guarantee issued by a Financial Institute of Bhutan or any Foreign bank acceptable and enforceable in any financial institution in Bhutan for an amount of 10% (ten per cent) of the Contract Price in accordance with the conditions of the Contract. 2. The format of the Bank Guarantee is provided in Form C of this document. <p>The Performance security shall be valid thirty (30) days beyond Contract Duration. If the work gets delayed, the performance security shall be extended by such period without any cost to WHPL.</p>



GCC Clause Reference	Particulars
GCC.13.1	The effective time period shall be from the date of signing contract agreement
GCC.14.1	Termination for failure to become effective shall be: 30 days from the date of signing agreement
GCC.15.1	The commencement of service shall be from the date of signing contract agreement
GCC.16.1	The time period for expiration of contract shall be 60 months from the date of signing contract agreement.
GCC.16.2	<p>Liquidated Damages: Applicable as under:</p> <p>If the Consultant fails to complete the work as per the scope that would adversely affect the project schedule for want of deliverables from the Consultant, the WHPL shall serve notice for such delays to the Consultant. Without prejudice to its other remedies under the Contract, WHPL shall levy liquidated damages at the rate of 0.05% of the Executed Contract Price for delay of each day subject to maximum of 10% of the Executed Contract Price.</p>
GCC.29.1	<p>Limitation of the Consultant's Liability towards WHPL:</p> <ul style="list-style-type: none"> a) Except in case of gross negligence or wilful misconduct on the part of the Consultant or on the part of any person or firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused by the Consultant to WHPL's property, shall not be liable to WHPL: <ul style="list-style-type: none"> i. for any indirect or consequential loss or damage; and ii. for any direct loss or damage that exceeds by 1.1 times the total value of the Contract. b) This limitation of liability shall not affect the Consultant's liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services.
GCC.30.1	<p>The risks and the coverage shall be as follows:</p> <ul style="list-style-type: none"> a) Professional liability insurance with a minimum coverage of One (1) times of Contract Price; b) Third Party motor vehicle liability insurance in respect of motor vehicles operated in Bhutan by the Consultant or its Experts or Sub-consultants, with a minimum coverage in accordance with the applicable laws in Bhutan; c) Employer's liability and workers' compensation insurance in respect of the Personnel of the Consultant and of any Sub-Consultants, in accordance with the relevant provisions of the Applicable Laws of Bhutan, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; and d) Insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultant's property used in the performance of the Services, and (iii) any documents prepared by the Consultant in the performance of the Services.



GCC Clause Reference	Particulars																		
GCC.34.1	The Consultant shall not use these documents and software for purposes unrelated to this Contract without the prior written approval of WHPL.																		
GCC.41.1	Resident Project Manager: (Refer ToR)																		
GCC.42.1 (g)	WHPL shall provide to the Consultant, Sub-Consultants and Personnel any such other assistance: Refer ToR																		
GCC.45.2.1	Total Contract Price:																		
GCC. 45.2.3	<p>Terms and Condition of Payment</p> <p>A: For Time-Based Experts</p> <p>For experts engaged on a time-based arrangement, payments shall be made on a monthly basis. Payment shall be made on or before the fifth day of the following month, based on the number of days actually worked by the expert at the site or at other locations as otherwise approved by the Employer. Payment shall be subject to submission and certification of the corresponding timesheets and supporting documents in accordance with the provisions of the Contract.</p> <p>B: For Lumpsum Based Experts</p> <p>For experts engaged on a lumpsum basis, payments shall be made upon achievement of the milestones specified in the Terms of Reference and subject to submission and acceptance of the corresponding deliverables by the Employer. Payment shall be made in accordance with the milestone payment percentages as specified below:</p> <table border="1" data-bbox="454 1167 1369 1503"> <thead> <tr> <th>Milestone No.</th> <th>Milestone Title</th> <th>Payment Percentages</th> </tr> </thead> <tbody> <tr> <td>Milestone 1</td> <td>Basic Design and Package Preparation Review</td> <td>10%</td> </tr> <tr> <td>Milestone 2</td> <td>Excavation and Support Drawings Review</td> <td>20%</td> </tr> <tr> <td>Milestone 3</td> <td>Concrete, Reinforcement, and Liner Drawings Review</td> <td>40%</td> </tr> <tr> <td>Milestone 4</td> <td>Integrated Dam and Powerhouse Drawings Review</td> <td>20%</td> </tr> <tr> <td>Milestone 5</td> <td>Issuance of final completion certificate by Client</td> <td>10%</td> </tr> </tbody> </table> <p>Notes:</p> <p>1) Reimbursable Expenses shall be paid on an actual cost basis against submission of original invoices and supporting documents and shall be subject to verification and approval by the Client in accordance with the provisions of the Contract.</p>	Milestone No.	Milestone Title	Payment Percentages	Milestone 1	Basic Design and Package Preparation Review	10%	Milestone 2	Excavation and Support Drawings Review	20%	Milestone 3	Concrete, Reinforcement, and Liner Drawings Review	40%	Milestone 4	Integrated Dam and Powerhouse Drawings Review	20%	Milestone 5	Issuance of final completion certificate by Client	10%
Milestone No.	Milestone Title	Payment Percentages																	
Milestone 1	Basic Design and Package Preparation Review	10%																	
Milestone 2	Excavation and Support Drawings Review	20%																	
Milestone 3	Concrete, Reinforcement, and Liner Drawings Review	40%																	
Milestone 4	Integrated Dam and Powerhouse Drawings Review	20%																	
Milestone 5	Issuance of final completion certificate by Client	10%																	
GCC.45.2.4	Interest on delayed payments: Not Applicable																		
GCC.47.2.3 (a) and (b)	<p>Institution whose arbitration procedures shall be used:</p> <p>United Nations Commission on International Trade Law (UNCITRAL) Arbitration Rules:</p>																		



GCC Clause Reference	Particulars
	Any dispute, controversy, or claim arising out of or in connection with this Contract, including any question regarding its existence, validity, interpretation, performance, breach, or termination, shall be finally settled by arbitration in accordance with the UNCITRAL Arbitration Rules in force at the time of commencement of the arbitration. The seat of arbitration shall be Singapore. The arbitral award shall be final and binding upon the Parties.



SECTION VIII – CONTRACT FORMS

- A. Form of Letter of Award
- B. Form of Contract
- C. Appendices
 - Description of Services
 - Reporting Requirements
 - Key personnel and Sub-Consultants
 - Duties of WHPL
 - Form of Advance Payment Guarantee



A – Form of Letter of Award

TIME-BASED/ LUMP-SUM (*AS APPLICABLE. RELEVANT CHANGES NEEDS TO BE MADE IN GCC AND SCC ALSO*)

Reference No.

Date.....

To
[Name and Address of the Consultant]

Dear Sirs,

This is to notify you that your Bid dated..... for execution of the

..... [Name of the Contract and Tender No., as given in ITB] for the Contract Price of [Name of the currency and amount in words and figures as corrected and modified in accordance with the ITB] is hereby accepted by WHPL.

You are hereby requested to furnish Contract Performance Security, in the form detailed in GCC.10 for an amount of[insert amount of performance security]..... within Thirty (30) days of the receipt of this Letter of Award and the validity of the Contract Performance Security shall be up to[insert validity].....

Failure to submit the Contract Performance Security within the period stipulated above shall constitute a ground for the annulment of the award and entail forfeiture of Bid Security.

This letter is being issued to you in duplicate. Please retain one copy for your records and return the other copy to WHPL after recording on the letter “Accepted Unconditionally” under the signature of the authorised signatory.

Please acknowledge receipt.

Yours faithfully,

Signature

[Name and title of signatory]

[WHPL’s address]



B – Form of Contract

TIME-BASED/ LUMP-SUM (AS APPLICABLE. RELEVANT CHANGES NEEDS TO BE MADE IN GCC AND SCC ALSO)

(Text in brackets [] is optional; all notes should be deleted in final text)

This CONTRACT (hereinafter called the “Contract”) is made the [day] day of the month of [month], [year], between, on the one hand, [full name of WHPL] (hereinafter called “WHPL”) and, on the other hand, [name of Consultant] (hereinafter called the “Consultant”).

[**Note:** If the Consultant consists of more than one entity, the above should be partially amended to read as follows: “... (hereinafter called “WHPL”) and, on the other hand, a joint venture/consortium/association consisting of the following entities, each of which will be jointly and severally liable to WHPL for all the Consultant’s obligations under this Contract, namely, [name of Consultant] and [name of Consultant] (hereinafter called the “Consultant”).]

WHEREAS

- (a) WHPL has requested the Consultant to provide certain consulting services as defined in this Contract (hereinafter called the “Services”);
- (b) the Consultant, having represented to WHPL that he has the required professional skills, personnel and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the parties hereto hereby agree as follows:

- 1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
 - I. Letter of Award
 - II. The General Conditions of Contract;
 - III. The Special Conditions of Contract;
 - IV. The following Appendices:

[**Note:** If any of these Appendices are not used, the words “Not Used” should be inserted below, next to the title of the Appendix]

Appendix A	Description of Services	<i>Insert “Not Used” as per Note above if Appendix is not used.</i>
Appendix B	Reporting Requirements	<i>Insert “Not Used” as per Note above if Appendix is not used.</i>
Appendix C (For Time-Based Contracts)	Personnel and Sub- Consultant – Hours of Work for Key Personnel	<i>Insert “Not Used” as per Note above if Appendix is not used.</i>



Appendix C (For Lump-Sum Contracts)	Key Personnel and Sub- Consultant	<i>Insert "Not Used" as per Note above if Appendix is not used.</i>
Appendix D	Duties of WHPL	<i>Insert "Not Used" as per Note above if Appendix is not used.</i>
Appendix E	Form of Advance Payments Guarantee	<i>Insert "Not Used" as per Note above if Appendix is not used.</i>

2. The mutual rights and obligations of WHPL and the Consultant shall be as set forth in the Contract, in particular:
- (a) the Consultant shall carry out the Services in accordance with the provisions of the Contract; and
 - (b) WHPL shall make payments to the Consultant in accordance with the provisions of the Contract.

3. The Contract amount between WHPL and the Consultant shall be

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

Sealed and Signed by both parties



C – Appendices

APPENDIX A – DESCRIPTION OF SERVICES

Note:

- **For Time-Based Contracts:** *This Appendix will include the final Terms of Reference agreed by WHPL and the Consultant during technical negotiations, dates for completion of various tasks, place of performance for different tasks, specific tasks to be approved by WHPL, etc.*
- **For Lump-Sum Contracts:** *Give detailed descriptions of the Services to be provided, dates for completion of various tasks, place of performance for different tasks, specific tasks to be approved by WHPL, etc.*



APPENDIX B – REPORTING REQUIREMENTS

Note: *List format, frequency and contents of reports; persons to receive them; dates of submission; etc.*



APPENDIX C – KEY PERSONNEL AND SUB-CONSULTANTS

(i) For Time-Based Contracts

Note: List under:

- C-1 *Titles [and names, if already available], detailed job descriptions and minimum qualifications of Key Foreign Personnel to be assigned to work in Bhutan, and staff-months for each*
- C-2 *Same information as C-1 for Key Local Personnel*
- C-3 *Same as C-1 for Key Personnel to be assigned to work outside Bhutan*
- C-4 *List of approved Sub-Consultants (if already available). Same information with respect to their Personnel as in C-1 through C-3.*

List here the hours of work for Key Personnel; travel time to and from Bhutan for Foreign Personnel (GCC.39.1);

(ii) For Lump-Sum Contracts

Note: List under:

- C-1 *Titles [and names, if already available], detailed job descriptions and minimum qualifications of Key Foreign Personnel to be assigned to work in Bhutan, and estimated staff-months for each.*
- C-2 *Same information as C-1 for Key Local Personnel*
- C-3 *Same as C-1 for Key Personnel to be assigned to work outside Bhutan*
- C-4 *List of approved Sub-Consultants (if already available). Same information with respect to their Personnel as in C-1 through C-3.*



APPENDIX D – COST ESTIMATES IN FOREIGN CURRENCY (FOR TIME BASED CONTRACT)

Note: List hereunder cost estimates in foreign currency:

1.
 - a. *Monthly rates for Foreign Personnel (Key Personnel and other Personnel) separately for each Personnel*
 - b. *Monthly rates for Local Personnel (Key Personnel and other Personnel), if applicable separately for each Personnel*
2. *Reimbursable expenses*
 - a. *Per Diem allowances for each of the Foreign or Local Personnel for every day in which such Personnel shall be absent from their home office and shall be outside Bhutan*
 - b. *Air transport for Foreign Personnel:*
 - i. *the cost of international transportation of the foreign Personnel by the most appropriate means of transport and the most direct practicable route to and from the Consultant's home office; in the case of air travel, this shall be by less than first class;*
 - ii. *for any foreign Personnel spending twenty-four (24) consecutive months or more in Bhutan, one extra round trip will be reimbursed for every twenty-four (24) months of assignment in Bhutan. Such Personnel will be entitled to such extra round trip only if upon their return to Bhutan they are scheduled to serve for the purposes of the Project for a further period of not less than six (6) consecutive months.*
 - c. *Air transport for dependents: the cost of transportation to and from Bhutan of eligible dependents who shall be the spouse and not more than two (2) unmarried dependent children under eighteen (18) years of age of those of the Foreign Personnel assigned to resident duty in Bhutan for the purpose of the Services for periods of twelve (12) consecutive months or longer, provided that the stay of such dependents in Bhutan shall be for not less than three (3) consecutive months duration. If the assignment period for resident staff of the Foreign Personnel will be thirty (30) months or more, one extra economy class air trip for their eligible dependents for every twenty-four (24)-month assignment will be reimbursed.*
 - d. *The cost of printing, reproducing and shipping of the documents, reports, drawings, etc.*
 - e. *The cost of acquisition, shipment and handling of the following equipment, instruments, materials and supplies required for the Services, to be imported by the Consultant and to be paid for by WHPL (including transportation to Bhutan):*

(list the relevant equipment, instruments, materials and supplies)
 - f. *The cost of transport of personal effects.*
 - g. *The rate for the programming, use of, and communications between, the computers and peripherals used for the purpose of the Services.*
 - h. *The cost of laboratory tests on materials, model tests and other technical services authorized or requested by WHPL.*



- i. *The foreign currency cost of any subcontract required for the Services and approved in writing by WHPL.*
- j. *The cost of training of WHPL's personnel outside Bhutan, if training is a major component of the assignment, and is specified as such in the TOR.*
- k. *The cost of such further items not covered in the foregoing but which may be required by the Consultant for the purpose of the Services, subject to the prior authorization in writing by WHPL.*



APPENDIX D – BREAKDOWN OF CONTRACT PRICE IN FOREIGN CURRENCY (FOR LUMP SUM CONTRACT)

Note: *List here the elements of cost used to arrive at the breakdown of the lump-sum price - foreign currency portion:*

1. *Monthly rates for Personnel (Key Personnel and other Personnel), separately for each Personnel*
2. *Reimbursable expenses. With Nature of Expenses and ceiling limits for such expenses per visit with no of visits for total assignment*

This appendix will exclusively be used for determining remuneration for additional services.



APPENDIX E – COST ESTIMATES IN LOCAL CURRENCY (FOR TIME BASED CONTRACT)

Note: List hereunder cost estimates in local currency:

1. Monthly rates for local Personnel (Key Personnel and other Personnel) separately for each Personnel
2. Reimbursable expenses
 - a. Per Diem rates for subsistence allowance for foreign short-term Personnel:
 - i. per diem allowance in local currency equivalent to [name agreed foreign currency specified in GCC.45.1.3] per day, plus estimated totals, for each of the short-term Foreign Personnel (i.e., with less than twelve (12) months consecutive stay in Bhutan) for the first ninety (90) days during which such Personnel shall be in Bhutan;
 - ii. per diem allowance in local currency equivalent to [name agreed foreign currency specified in GCC.45.1.3] per day, plus estimated totals, for each of the short-term Foreign Personnel for each day in excess of ninety (90) days during which such Personnel shall be in Bhutan.
 - b. Per Diem allowance for each of the long-term Foreign Personnel (twelve (12) months or longer consecutive stay in Bhutan), plus estimated totals.
 - c. The cost of local transportation.
 - d. The cost of the following locally procured items: office accommodations, camp facilities, camp services, subcontracted services, , equipment rentals, supplies, utilities and communication charges arising in Bhutan, all if and to the extent required for the purpose of the Services.
 - e. The cost of equipment, materials and supplies to be procured locally in Bhutan.
 - f. The local currency cost of any subcontract required for the Services and approved in writing by WHPL.
 - g. The cost of training of WHPL's staff in Bhutan, if training is a major component of the assignment, specified as such in the TOR.
 - h. The cost of such further items not covered in the foregoing but which may be required by the Consultant for the purpose of the Services, as agreed in writing by WHPL.
3. Per Diem rates for subsistence allowance for Local Key Personnel:
 - a. Per Diem rates for each local personnel if they have to travel outside their home office



APPENDIX E – BREAKDOWN OF CONTRACT PRICE IN LOCAL CURRENCY (FOR LUMP SUM CONTRACT)

Note: *List here the elements of cost used to arrive at the breakdown of the lump-sum price - local currency portion:*

1. *Monthly rates for Personnel (Key Personnel and other Personnel) separately for each Personnel*
2. *Reimbursable expenses. Nature of Expenses and ceiling limits for such expenses per visit with no of visits for total assignment*

This appendix will exclusively be used for determining remuneration for additional services.



APPENDIX F – DUTIES OF WHPL

Note: List the facilities proposed to be provided to the Consultant:

- F-1 *Services, facilities and property to be made available to the Consultant by WHPL.*
- F-2 *Professional and support counterpart personnel to be made available to the Consultant by WHPL.*



APPENDIX G – FORM OF PERFORMANCE SECURITY

PROFORMA FOR PERFORMANCE SECURITY

To

Whereas (Name of the Consultant) herein after called the “Consultant” has undertaken _____
_____ (Name of works) in pursuance of Contract No. _____
_____ dated.....herein after called the “Contract”.

AND WHEREAS it has been stipulated by you in the Contract that the Consultant shall furnish you with a Bank Guarantee by(Name of the Bank) for the sum of(specify amount) as security for compliance with the Consultant’s performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Consultant a guarantee; therefore we hereby affirm that we are guarantors and responsible to you, on behalf of the Consultant, up to a total of (amount of guarantee in words and figures) and we undertake to pay you, upon your first written demand declaring the Consultant to be in default under the Contract, and without cavil or argument, any sum or sums as specified by you, within the limit if.....as aforesaid , without your needing to prove or show grounds or reasons for your demand or the sum specified therein.

The guarantee is valid until _____ Day of _____

[NAME OF GUARANTOR]

(Signature)

(Name)

Authorized Representative

Date: _____

Address: _____



APPENDIX H – FORM OF ADVANCE PAYMENT GUARANTEE

Note: See GCC.45.1.4 (a) for **Time-Based Contracts** and GCC.45.2.3 for **Lump-Sum Contracts**.

Bank Guarantee for Advance Payment

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

Beneficiary: _____ [Name and Address of WHPL]

Date: _____

ADVANCE PAYMENT GUARANTEE No.: _____

We have been informed that _____ [name of Consultant] (hereinafter called "the Consultant") has entered into Contract No. _____ [reference number of the Contract] dated _____ with you, for the provision of _____ [brief description of Services] (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum of _____ [amount in figures] () [amount in words] is to be made against an advance payment guarantee.

At the request of the Consultant, we _____ [name of Bank hereinafter called "Guarantor"] hereby irrevocably undertake to pay you any sum or sums not exceeding in total amount of _____ [amount in figures][amount in words]¹ upon receipt by us of your or from your authorized representative first demand in writing accompanied by a written statement stating that the Consultant is in breach of its obligation under the Contract.

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

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Consultant as indicated in copies of certified monthly statements which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of the monthly payment certificate indicating that the Consultant has made full repayment of the amount of the advance payment, or on the ___ day of _____, 20___,² whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date. The Guarantor agrees for extension of this guarantee in response to WHPL's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee.



[Signature]

Note: All italicized text is for indicative purposes only to assist in preparing this form and shall be deleted from the final product.

¹The Guarantor shall insert an amount representing the amount of the advance payment and denominated either in the currency or currencies of the advance payment as specified in the Contract.

² Insert the expected expiration date. In the event of an extension of the time for completion of the Contract, WHPL would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee



SECTION IX – PERFORMANCE EVALUATION SYSTEM



SECTION VII – PERFORMANCE EVALUATION SYSTEM

1 INTRODUCTION

A consultant performance evaluation is a standardized, systematic and objective assessment of a consultant's performance on a specific project contract. This enables WHPL to judge whether the consultant has performed the work to a high standard on a number of fronts, and whether it is worth engaging them for future projects.

The performance evaluation criteria shall be used by each Project Manager immediately with the commissioning of any services after the award of contract. The consultants shall be evaluated as the project progresses.

2 OBJECTIVES

The main objectives of the performance evaluation of consultants for services are as follows:

- To adopt a more holistic approach in reviewing overall performance of consultant;
- To work with consultant to raise safety and quality standards;
- To encourage an environment of continuous improvement by consultant;
- To build partnership with consultant in specific and strategic areas; and
- To have a list of preferred Consultant to be selected for limited bidding process

3 PERFORMANCE EVALUATION SYSTEM (PES)

The assessment of the Consultants shall be done as follows:

SN	Performance Criteria	Weightage
3.1	Scope Management	15%
3.2	Time Management	20%
3.3	Quality Management	30%
3.4	General Assessment	35%
Total		100%

3.1 Scope Management (15%)

SN	Evaluation Criteria	Score	Key performance measure	Remarks
3.1.1	Commencement	5%	✓ Early= 120% ✓ On time=100% ✓ Late=0%	As per the contract agreement
3.1.2	Work Schedule	5%	On time =100% or else 0%	As per contract agreement
3.1.3	Resource deployment	5%	Full deployment = 100% or else 0%	As per contract agreement

3.2. TIME MANAGEMENT (20%)

SN	Evaluation Criteria	Score	Key performance measurement	Remarks
3.2.1	Meeting Milestones/ Deliverables	5%	✓ On time = 100%	To be measured as per the work schedule submitted.



			<ul style="list-style-type: none"> ✓ Delay up to 20% = 80% ✓ Beyond 20% = 0% 	
3.2.2	Submission of revised work schedules	5%	Timely= 100% or else 0%	To be measured based on the written request made by the Project Manager
3.2.3	Timely response to Client's instruction	5%	<ul style="list-style-type: none"> ✓ 100% response = 100%. ✓ 80% response = 80%. ✓ Less than 80% response = 0% 	Calculation will be based on the number of request made by the Project Manager/Project Engineer.
3.2.4	Problem identification and problem solving	5%	Timely intimation = 100 % or 0%	Timely intimation resulting in resolving of problems during the contract period.

3.3. QUALITY MANAGEMENT (30%)

SN	Evaluation Criteria	Score	Key performance measurement	Remarks
3.3.1	Compliance to TOR	10%	<ul style="list-style-type: none"> ✓ Strict adherence =100% ✓ With minor deviations= 80% ✓ Frequent non-compliance= 0% 	<ul style="list-style-type: none"> ✓ Minor deviations would mean deviations which does not lead to major issues to the project. ✓ Frequent non-compliance would mean non-compliance leading to delays.
3.3.2	Response to Non Compliance, Complaints and Notices	10%	<ul style="list-style-type: none"> ✓ 100% response = 100%. ✓ 80% response = 80%. ✓ Less than 80% response = 0% 	Calculation will be based on the number of requests made by the Project Manager.
3.3.3	Innovation and alternate option/ design solution during the course of work.	5%	<ul style="list-style-type: none"> ✓ Yes = 100% ✓ No=0% 	
3.3.4	Overall quality of the design, reports and presentation	10%	<ul style="list-style-type: none"> ✓ Excellent = 100% ✓ Good with comments = 50% ✓ Poor or rejected = 0% 	



3.4. GENERAL ASSESSMENT (35%)

SN	Evaluation Criteria	Score	Key performance measurement	Remarks
3.5.1	Cooperation and Coordination with Employer	4%	<ul style="list-style-type: none"> ✓ Excellent = 100% ✓ Good = 50% ✓ Poor = 0% 	To be rated on the promptness of the Contractor on resolution of any issue and on following the guidelines set in the Contract Document. Also on the communication, returning of phone calls or replying of emails.
3.5.2	Personnel Resource Management	5%	Availability of proposed professional = 100% or else 0%	As per the staffing schedule submitted and agreed between both the parties.
3.5.3	Technical Competence	10%	<ul style="list-style-type: none"> ✓ Excellent (resolves issues by themselves) = 100% ✓ Good (with discussion with Client) = 50% ✓ Poor (solutions given by the Client) = 0% 	The ability of the consultant to resolve an issue and notifying the Client on the same.
3.5.4	Integrity and Ethical Conduct	4%	Zero written complaints = 100% or else 0%	
3.5.5	Accurate communication	4%	<ul style="list-style-type: none"> ✓ Excellent=100% ✓ Good= 80% ✓ Poor = 0% 	An excellent communication would mean returning calls and emails before the day ends.
3.5.6	Trainings and back up services	4%	Survey to be conducted = 100% or else 0%	
3.5.7	Problem Resolution	4%	<ul style="list-style-type: none"> ✓ Excellent= 100% ✓ Good (needs to be prompted twice) = 50% ✓ Poor (always needs to prompt) =0 	An excellent Consultant would mean being proactive and providing problem resolution without the need of being prompted.

4 CONSULTANT ASSESSMENT CATEGORY

The Consultants shall be categorized into three categories as under:

Category	Score	Remarks
A	80-100	Recommended/Preferred Consultants
B	50-79	<ul style="list-style-type: none"> ✓ Consultants must be developed; ✓ Consider, but with mandatory debriefing on the short comings.
C	0-49	Consultants not qualified



5 EVALUATION PERIOD AND DEBARMENT

5.1 Evaluation period

The Performance evaluation shall be carried out after the award of any service till its closure.

5.2 Debarment of Consultants

Based on the assessment of consultants at the closure of each project, all non-performing Consultants shall be referred to the Debarment Committee as per the Debarment Rules 2019 of RGoB. The non-performing Consultants falling under category B and C shall be subjected to referral to the Debarment Committee and the decision of the Committee shall be final and binding.

