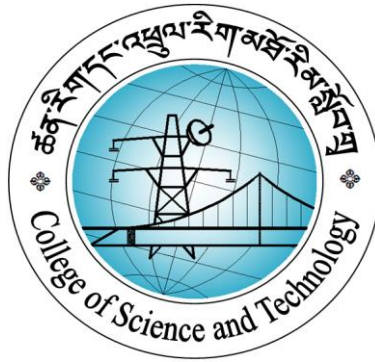


༄༄། འབྲུག་རྒྱལ་འཛིན་གཙུག་ལག་སློབ་མེ།
༄༄། ཚན་རིག་དང་འཕུལ་རིག་མཐོ་རིམ་སློབ་གྲྭ།

Royal University of Bhutan
College of Science and Technology
Rinchending: Bhutan



Bidding Documents for the PKG-01: Supply of Library Books (2015-2016)



Table of Contents

PART 1 – Bidding Procedures.....	3
<i>Section I. Instructions to Bidders.....</i>	<i>4</i>
<i>Table of Clauses.....</i>	<i>4</i>
<i>Section II. Bid Data Sheet.....</i>	<i>26</i>
<i>Section III. Evaluation and Qualification Criteria</i>	<i>29</i>
<i>Section IV. Bidding Forms.....</i>	<i>33</i>
<i>Table of Forms.....</i>	<i>33</i>
PART 2 – Supply Requirements	79
<i>Section VI: Schedule of Supply</i>	<i>80</i>
<i>Contents</i>	<i>80</i>
<i>Section VII. General Conditions of Contract.....</i>	<i>87</i>
<i>Table of Clauses.....</i>	<i>87</i>
<i>Section VIII. Special Conditions of Contract</i>	<i>105</i>
<i>Section IX. Contract Forms</i>	<i>112</i>
<i>Table of Forms.....</i>	<i>112</i>
<i>Contract Agreement.....</i>	<i>113</i>
<i>Performance Security</i>	<i>115</i>
<i>Bank Guarantee for Advance Payment</i>	<i>116</i>



PART 1 – Bidding Procedures



Section I. Instructions to Bidders

Table of Contents

A. General.....	6
1 Scope of Bid	6
2 Fraud and Corruption.....	6
3 Eligible Bidders	7
4 Exclusion of Bidders	8
5. Eligible Goods and Related Services.....	9
B. Contents of Bidding Documents.....	9
6. Parts of Bidding Documents	9
7. General Information	10
8. Clarification of Bidding Documents	10
9. Amendment of Bidding Documents.....	10
C. Preparation of Bids	11
10. Cost of Bidding	11
11. Language of Bid.....	11
12. Documents Comprising the Bid	11
13. Bid Submission Sheet	11
14. Price Schedules.....	12
15. Alternative Bids.....	12
16. Bid Prices and Discounts.....	12
17. Price Variation	13
18. Currencies of Bid	13
19. Documents Establishing the Eligibility of the Bidder	14
20. Documents Establishing the Eligibility of the Goods and Related Services	14
21. Documents Establishing the Conformity of the Goods and Related Services.....	14
22. Documents Establishing the Qualifications of the Bidder	14
23. Period of Validity of Bids.....	15
24. Bid Security.....	15
25. Format and Signing of Bid.....	16
D. Submission and Opening of Bids	17
26. Submission, Sealing and Marking of Bids	17



27. <i>Deadline for Submission of Bids</i>	18
28. <i>Late Bids</i>	18
29. <i>Withdrawal, Substitution and Modification of Bids</i>	18
30. <i>Bid Opening</i>	18
E. Evaluation and Comparison of Bids	20
31. <i>Confidentiality</i>	20
32. <i>Clarification of Bids</i>	20
33. <i>Responsiveness of Bids</i>	20
34. <i>Nonconformities, Errors and Omissions</i>	21
35. <i>Preliminary Examination of Bids</i>	21
36. <i>Examination of Terms and Conditions; Technical Evaluation</i>	22
37. <i>Conversion to Single Currency</i>	22
38. <i>Margin of Preference</i>	22
39. <i>Evaluation of Bids</i>	22
40. <i>Comparison of Bids</i>	23
41. <i>Postqualification of the Bidder</i>	23
42. <i>Purchaser's Right to Accept Any Bid, and to Reject Any or All Bids</i>	24
F. Award of Contract	24
43. <i>Award Criteria</i>	24
44. <i>Purchaser's Right to Vary Quantities at Time of Award</i>	24
45. <i>Notification of Award</i>	24
46. <i>Signing of Contract</i>	25
47. <i>Performance Security</i>	25



Section I. Instructions to Bidders

A. General	
1 Scope of Bid	
1.1	The Purchaser, as indicated in the Bid Data Sheet (BDS), issues these Bidding Documents for the supply of Goods and Related Services incidental thereto as specified in Section VI, Schedule of Supply. The name, identification number, and number of lots within this procurement are provided in the BDS
1.2	Throughout these Bidding Documents: <ul style="list-style-type: none"> (a) the term “in writing” means communicated in written form (eg by mail, electronic mail, fax, telex) with proof of receipt; (b) if the context so requires, “singular” means plural” and vice versa; and (c) “day” means calendar day.
2 Fraud and Corruption	
2.1	It is RGoB policy to require that Purchasers, Bidders, Suppliers, Contractors and their Subcontractors observe the highest standards of ethics during the procurement and execution of contracts. ¹ In pursuance of this policy, the RGoB: <ul style="list-style-type: none"> (a) defines, for the purposes of this provision, the terms set forth below as follows: <ul style="list-style-type: none"> (i) “Corrupt practice”² is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value³ to influence improperly the actions of another party; (ii) “Fraudulent practice”⁴ is any intentional 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; (iii) “Collusive practice”⁵ is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party; (iv) “Coercive practice”⁶ is impairing or harming, or threatening to impair or harm,

¹ In this context, any action taken by a Bidder, Supplier, Contractor or a Subcontractor to influence the procurement process or contract execution for undue advantage is improper.

² “another party” refers to a public official acting in relation to the procurement process or contract execution. In this context, “public official” includes staff and employees of any organizations (including any institutions providing finance for the Goods) taking or reviewing procurement decisions.

³ “anything of value” includes, but is not limited to, any gift, loan, fee, commission, valuable security or other asset or interest in an asset; any office, employment or contract; any payment, discharge or liquidation of any loan, obligation or other liability whatsoever, whether in whole or in part; any other services, favour or advantage, including protection from any penalty or disability incurred or apprehended or from any action or proceeding of a disciplinary or penal nature, whether or not already instituted and including the exercise or the forbearance from the exercise of any right or any official power or duty.

⁴ a “party” refers to a public official; the terms “benefit” and “obligation” relate to the procurement process or contract execution; and the “act or omission” is intended to influence the procurement process or contract execution.

⁵ “parties” refers to participants in the procurement process (including public officials) and an “improper purpose” includes attempting to establish bid prices at artificial, non competitive levels.



directly or indirectly, any party or the property of the party to influence improperly the actions of a party;

(v) "Obstructive practice" is

- (aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order materially to impede any investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
- (bb) acts intended materially to impede the exercise of the inspection and audit rights of the Purchaser or any organization or person appointed by the Purchaser and/or any relevant RGoB agency provided for under ITB Sub-Clause 2.1 (d) below.
- (b) will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the contract in question;
- (c) will sanction a firm or individual, including declaring them ineligible, either indefinitely or for a stated period of time, to be awarded an RGoB-financed contract if it at any time determines that they have, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for, or in executing, an RGoB-financed contract;
- (d) will have the right to require that a provision be included in Bidding Documents and in contracts financed by the RGoB, requiring Bidders, Suppliers, Contractors and their Subcontractors to permit the Purchaser, any organization or person appointed by the Purchaser and/or any relevant RGoB agency to inspect their accounts and records and other documents relating to their Bid submission and contract performance and to have them audited by auditors appointed by the Purchaser;
- (e) requires that Bidders, as a condition of admission to eligibility, execute and attach to their bids an Integrity Pact Statement in the form provided in Section IV, Bidding Forms as specified in the BDS. Failure to provide a duly executed Integrity Pact Statement may result in disqualification of the Bid; and
- (f) will report any 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.

2.2 Furthermore, Bidders shall be aware of the provision stated in Sub-Clause 36.1 (a) (iii) of the General Conditions of Contract.

3 Eligible Bidders

3.1 A Bidder, and all parties constituting the Bidder, may have the nationality of any country;

⁶ a "party" refers to a participant in the procurement process or contract execution.



~~subject to the restrictions specified in Section V, Eligible Countries.~~ A Bidder shall be deemed to have the nationality of a country if the Bidder is a citizen or is constituted, incorporated, or registered and operates in conformity with the provisions of the laws of that country. This criterion shall also apply to the determination of the nationality of proposed subcontractors or suppliers for any part of the Contract including Related Services.

3.2 A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. Bidders may be considered to have a conflict of interest with one or more parties in this bidding process if they:

- (a) are associated, or have been associated in the past, with a firm or any of its affiliates which has been engaged by the Purchaser to provide consulting services for the preparation of the design, specifications and/or other documents to be used for the procurement of the Goods to be purchased pursuant to these Bidding Documents, or
- (b) submit more than one Bid in this bidding process, except for alternative offers permitted under ITB Clause 15. However, this does not limit the participation of subcontractors in more than one Bid.
- (c) employ or otherwise engage, either directly or through any of their affiliates, a spouse, dependent or close relative of a public servant of the RGoB who either is employed by the Purchaser or has an authority over it. For the purposes of this Sub-Clause a close relative is defined as immediate family which includes father, mother, brother, sister, spouse and own children.

3.3 Government-owned enterprises in Bhutan shall be eligible only if they can establish that they (i) are legally and financially autonomous, (ii) operate under commercial law, and (iii) are not a dependent agency (directly or indirectly) of the Purchaser.

3.4 A Bidder that is under a declaration of ineligibility pursuant to ITB Sub-Clause 2.1 (c) shall not be eligible to participate in this bidding process in any capacity.

3.5 Bidders shall provide such evidence of their continued eligibility satisfactory to the Purchaser as the Purchaser shall reasonably request.

4 Exclusion of Bidders

4.1 A Bidder shall be excluded from participating in this bidding process under the following circumstances:

- (a) as a matter of law or official regulation, RGoB prohibits commercial relations with the country in which the Bidder is constituted, incorporated or registered; or
- (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, RGoB prohibits (i) any import of Goods or contracting of Services from the country in which the Bidder is constituted, incorporated or registered or (ii) any payments to persons or entities in that country; or
- (c) he 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 creditors; or
- (d) his affairs are being administered by a court, judicial officer or appointed liquidator; or
- (e) he has suspended business or is in any analogous situation arising from similar procedures



under the laws and regulations of his country of establishment; or

- (f) he has been found guilty of professional misconduct by a recognized tribunal or professional body; or
- (g) he 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
- (h) he is guilty of serious misrepresentation in supplying information in his tender; or
- (i) he has been convicted for fraud and/or corruption by a competent authority; or
- (j) he has not fulfilled any of his contractual obligations with the Purchaser in the past.
- (k) he has been debarred from participation in public procurement by any competent authority as per law.

5. Eligible Goods and Related Services

- 5.1 All the Goods and Related Services to be supplied under the Contract may have their origin in any country ~~in accordance with Section V, Eligible Countries.~~
- 5.2 For the purposes of this Clause, the term “Goods” includes commodities, raw material, machinery, equipment and industrial plants; and “Related Services” includes services such as insurance, installation, training, and initial maintenance.
- 5.3 The term “origin” means the country where the Goods have been mined, grown, cultivated, produced, manufactured or processed; or, through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.

B. Contents of Bidding Documents

6. Parts of Bidding Documents

- 6.1 The Bidding Documents consist of Parts 1, 2 and 3, which include all the Sections indicated below, and should be read in conjunction with any Addenda issued in accordance with ITB Clause 9.

PART 1 Bidding Procedures

- Section I. Instructions to Bidders (ITB)
- Section II. Bid Data Sheet (BDS)
- Section III. Evaluation and Qualification Criteria
- Section IV. Bidding Forms

PART 2 Supply Requirements

- Section VI. Schedule of Supply

PART 3 Contract



- Section VII. General Conditions of Contract (GCC)
- Section VIII. Special Conditions of Contract (SCC)
- Section IX. Contract Forms

7. General Information

- 7.1 The Invitation for Bids issued by the Purchaser is not part of the Bidding Documents.
- 7.2 The Purchaser is not responsible for the completeness of the Bidding Documents and their addenda, if any, if these were not obtained directly from the Purchaser.
- 7.3 The Bidder is expected to examine all instructions, forms, terms and specifications in the Bidding Documents. Failure to furnish all information or documentation required by the Bidding Documents may result in the rejection of the Bid.

8. Clarification of Bidding Documents

- 8.1 Bidders shall not be allowed to seek any clarification of the Bidding Documents in person or by telephone or other verbal means.
- 8.2 A prospective Bidder requiring any clarification of the Bidding Documents shall notify the same to the Purchaser in writing at the Purchaser's address specified in the BDS;
- 8.3 The Purchaser shall respond in writing to any such request for clarification, provided that it is received no later than fifteen (15) days prior to the deadline for submission of Bids. Copies of the Purchaser's response shall be forwarded to all those who have acquired the Bidding Documents directly from the Purchaser, including a description of the enquiry without disclosing the name of the Bidder(s) seeking clarification. Should the Purchaser deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure under ITB Clause 9 and ITB Sub-Clause 27.2; and
- 8.4 A pre-bid meeting shall be conducted only if strictly necessary to clarify doubts and concerns of the Bidders prior to submission of Bids. Minutes of the pre-bid meeting shall be circulated to all Bidders that have purchased Bidding Documents.

9. Amendment of Bidding Documents

- 9.1 At any time prior to the deadline for submission of Bids the Purchaser may amend the Bidding Documents by issuing an addendum. This may be done either on the Purchaser's own initiative or in response to a clarification request from a prospective Bidder.
- 9.2 Any addendum thus issued shall be part of the Bidding Documents and shall be communicated in writing to all who have obtained the Bidding Documents directly from the Purchaser. Such addendum shall be binding on the prospective Bidders, and shall require that prospective Bidders confirm receipt of it before the time established for the opening of Bids;
- 9.3 The Purchaser may, at its discretion, extend the deadline for submission of Bids pursuant to ITB Sub-Clause 27.2 to allow prospective Bidders reasonable time in which to take the addendum into account in preparation of their Bids.



C. Preparation of Bids

10. Cost of Bidding

- 10.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Purchaser shall not be responsible or liable for those costs, regardless of the conduct or outcome of the Bidding process.

11. Language of Bid

- 11.1 The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Purchaser, shall be written in the language specified in the BDS. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the BDS, in which case, for the purposes of interpretation of the Bid, such translation shall govern.

12. Documents Comprising the Bid

- 12.1 The Bid shall comprise the following:
- (a) Bid Submission Sheet and the applicable Price Schedules in accordance with ITB Clauses 13, 14, 16 and 18;
 - (b) Bid Security, in accordance with ITB Clause 24;
 - (c) Written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB Clause 25;
 - (d) Documentary evidence in accordance with ITB Clause 19 establishing the Bidder's eligibility to bid;
 - (e) Documentary evidence in accordance with ITB Clause 20 that the Goods and Related Services to be supplied by the Bidder are of eligible origin;
 - (f) Documentary evidence in accordance with ITB Clauses 21 and 33 that the Goods and Related Services conform to the Bidding Documents;
 - (g) Documentary evidence in accordance with ITB Clause 22 establishing the Bidder's qualifications to perform the contract if its Bid is accepted;
 - (h) Alternative Bids, if permissible, in accordance with ITB Clause 15;
 - (i) Documentary evidence or certified statements that the Bidder is not in any of the exclusion categories stipulated in ITB Sub-Clause 4.1;
 - (j) Integrity Pact Statement, in accordance with ITB Sub-Clause 2.1 (e) as specified in BDS; and
 - (k) Any other document required in the BDS.

13. Bid Submission Sheet

- 13.1 The Bidder shall submit the Bid Submission Sheet using the form furnished in Section IV,



Bidding Forms. This form must be completed without any alterations to its format, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.

14. Price Schedules

- 14.1 The Bidder shall submit the Price Schedules for Goods and Related Services, according to their origin as appropriate, using the forms furnished in Section IV, Bidding Forms.

15. Alternative Bids

- 15.1 Unless otherwise indicated in the BDS alternative Bids shall not be considered.

16. Bid Prices and Discounts

- 16.1 The prices and discounts quoted by the Bidder in the Bid Submission Sheet and in the Price Schedules shall conform to the requirements specified below.
- 16.2 All lots and items in the Schedule of Supply must be listed and priced separately in the Price Schedules.
- 16.3 The price to be quoted in the Bid Submission Sheet shall be the total price of the Bid excluding any discounts offered.
- 16.4 The Bidder shall quote any unconditional discounts and the methodology for their application in the Bid Submission Sheet.
- 16.5 The terms EXW, CIF, CIP and other similar terms shall be governed by the rules prescribed in the current edition of Incoterms, published by The International Chamber of Commerce as specified in the BDS.
- 16.6 Unless otherwise stated in the BDS, Prices shall be quoted inclusive of all applicable taxes and levies, insurance, transportation, handling costs and any other associated cost to fulfill the contractual obligations, as specified in the Price Schedule forms for Goods and related services included in Section IV Bidding Forms. However to avail margin of preference, prices shall be quoted as specified in the Price Schedule for Goods Manufactured in Bhutan in section IV Bidding Forms.. The disaggregation of price components shall be solely for the purpose of facilitating the comparison of Bids by the Purchaser. This shall not in any way limit the Purchaser's right to contract on any of the terms offered. In quoting prices the Bidder shall be free to use transportation through carriers registered in any eligible country, in accordance with Section V, Eligible Countries. Similarly, the Bidder may obtain insurance services from any eligible country in accordance with Section V, Eligible Countries. Prices shall be entered in the following manner:
- (a) For goods manufactured in Bhutan:
- (i) the price of the Goods quoted EXW (ex works, ex factory, ex warehouse, ex showroom, or off-the-shelf, as applicable), including all Customs duties and sales and other taxes already paid or payable on the components and raw material used in the manufacture or assembly of the Goods;
- (ii) any Bhutan sales and other taxes which will be payable on the Goods if the



contract is awarded to the Bidder; and

- (iii) the price for inland transportation, insurance and other local services required to deliver the Goods to their final destination (Project Site) specified in the BDS.
 - (b) for Related Services, other than inland transportation and other services required to convey the Goods to their final destination, whenever such Related Services are specified in the Schedule of Supply:
 - (i) the price of each item comprising the Related Services (inclusive of any applicable taxes).
- 16.7 If so indicated in ITB Sub-Clause 1.1, Bids are being invited for individual items, lots or packages. Unless otherwise indicated in the BDS, prices quoted shall correspond to one hundred percent (100%) of the items specified for each lot and to one hundred percent (100%) of the quantities for each item of a lot. Bidders wishing to offer any price reduction (discount) for the award of more than one Contract shall specify in their Bid the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Price reductions or discounts shall be submitted in accordance with ITB Sub-Clause 16.4, provided the Bids for all lots are submitted and opened at the same time.

17. Price Variation

- 17.1 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account, unless otherwise specified in the BDS. A Bid submitted with an adjustable price quotation shall be treated as non-responsive and shall be rejected pursuant to ITB Clause 33 unless adjustable price quotations are permitted by the BDS. If, in accordance with the BDS, prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract, a Bid submitted with a fixed price quotation shall not be rejected, but the price adjustment shall be treated as zero.

18. Currencies of Bid

- 18.1 The unit rates and prices shall be quoted by the Bidder entirely in Ngultrum (Nu). Foreign currency requirements shall be indicated and shall be payable at the option of the Bidder in up to three foreign currencies.
- 18.2 The rates of exchange to be used in arriving at the local currency equivalent shall be the selling rates for similar transactions established by RMA on the day of bid opening. These exchange rates shall apply for all payments so that no exchange risk shall be borne by the Bidder.
- 18.3 Bids shall be evaluated as quoted in Ngultrum (NU) in accordance with ITB Sub-Clause 18.1, unless a Bidder has used different exchange rates than those prescribed in ITB Sub-Clause 18.2, in which case the Bid shall be first converted into the amounts payable in different currencies using the rates quoted in the Bid and then reconverted to Ngultrum (NU) using the exchange rates prescribed in ITB Sub-Clause 18.2.
- 18.4 Bidders shall indicate details of their expected foreign currency requirements in the Bid.
- 18.5 Bidders may be required by the Employer to clarify their foreign currency requirements and to substantiate that the amounts included in the rates and prices if required in the BDS, are



<p>reasonable and responsive to ITB Sub-Clause 18.1.</p> <p>18.6 In case of International Procurement from countries other than India, the procuring agency may invite bids in convertible currencies. The bids shall however, be evaluated in accordance with Sub-Clause 18.3 above, but the payment shall be made in the currency of bid.</p>
<p>19. Documents Establishing the Eligibility of the Bidder</p> <p>19.1 To establish their eligibility in accordance with ITB Clause 3, Bidders shall complete the Bid Submission Sheet included in Section IV, Bidding Forms.</p>
<p>20. Documents Establishing the Eligibility of the Goods and Related Services</p> <p>20.1 To establish the eligibility of the Goods and Related Services in accordance with ITB Clause 5, Bidders shall complete the country of origin declarations in the Price Schedule Forms included in Section IV, Bidding Forms.</p>
<p>21. Documents Establishing the Conformity of the Goods and Related Services</p> <p>21.1 To establish the conformity of the Goods and Related Services to the Bidding Documents, the Bidder shall furnish as part of its Bid documentary evidence that the Goods conform to the technical specifications and standards specified in Section VI, Schedule of Supply.</p> <p>21.2 The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item by item description of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to the technical specifications and, if applicable, a statement of deviations and exceptions to the provisions of the Schedule of Supply.</p> <p>21.3 The Bidder shall also furnish a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods during the period specified in the BDS following commencement of the use of the Goods by the Purchaser.</p> <p>21.4 Standards for workmanship, process, material and equipment, as well as references to brand names or catalogue numbers specified by the Purchaser in the Schedule of Supply, are intended to be descriptive only and not restrictive. The Bidder may offer other standards of quality, brand names and/or catalogue numbers, provided that it demonstrates to the Purchaser's satisfaction that the substitutions ensure equivalence or are superior to those specified in the Schedule of Supply.</p>
<p>22. Documents Establishing the Qualifications of the Bidder</p> <p>22.1 The documentary evidence of the Bidder's qualifications to perform the contract if its Bid is accepted shall establish to the Purchaser's satisfaction:</p> <ul style="list-style-type: none"> (a) that, if required by the BDS, a Bidder that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer's Authorization using the form included in Section IV, Bidding Forms to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in Bhutan; (b) that, if required in the BDS, in the case of a Bidder not doing business within Bhutan, the Bidder is or will be (if awarded the Contract) represented by an agent in Bhutan equipped and able to carry out the Supplier's maintenance, repair and spare parts-



stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications;

- (c) that Bids submitted by a Joint Venture, Consortium or Association (JV/C/A) of two or more firms as partners comply with the following requirements:
 - (i) the Bid is signed so as to be legally binding on all partners;
 - (ii) all partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms;
 - (iii) one of the partners is nominated as being in charge, authorized to incur liabilities, and to receive instructions for and on behalf of any and all partners of the JV/C/A;
 - (iv) the execution of the entire Contract, including payment, shall be done exclusively with the partner in charge; and
 - (v) a copy of the JV/C/A Agreement entered into by the partners is submitted with the Bid; or a Letter of Intent to execute a JV/C/A Agreement in the event of a successful Bid is signed by all partners and submitted with the Bid, together with a copy of the proposed Agreement.
- (d) that the Bidder meets each of the qualification criteria specified in Section III, Evaluation and Qualification Criteria.

23. Period of Validity of Bids

- 23.1 Bids shall remain valid for the period specified in the BDS from the Bid submission deadline prescribed by the Purchaser. A Bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.
- 23.2 In exceptional circumstances, prior to expiry of the Bid validity period, the Purchaser may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing. The Bid Security shall also be extended for a corresponding period. A Bidder may refuse the request to extend the validity of its Bid without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its Bid, except as provided in ITB Sub-Clause 23.3
- 23.3 In the case of fixed price contracts, if the award is delayed by a period exceeding sixty (60) days beyond the expiry of the initial Bid validity, the Contract price shall be adjusted as specified in the request for extension. Bid evaluation shall be based on the Bid Price without taking into consideration the above correction.

24. Bid Security

- 24.1 The Bidder shall furnish, as part of its Bid, a Bid Security in original form, denominated in Ngultrum or a freely convertible currency and in the amount specified in the BDS.
- 24.2 The Bid Security shall:
 - (a) at the Bidder's option, be in any of the following forms:
 - (i) an Unconditional Bank Guarantee; or



- (ii) a Banker's Certified Cheque/Cash Warrant; or
 - (iii) a Demand Draft;
- (b) be issued by a reputable financial institution acceptable to the Purchaser selected by the Bidder and located in any eligible country. If the institution issuing the Bid Security is located outside Bhutan it shall have a correspondent financial institution located in Bhutan to make the Bid Security enforceable.
 - (c) in the case of a bank guarantee, be substantially in accordance with the form of Bid Security included in Section IV, Bidding Forms, or other form approved by the Purchaser prior to Bid submission;
 - (d) be promptly payable upon written demand by the Purchaser in case any of the conditions listed in ITB Sub-Clause 24.6 are invoked;
 - (e) be submitted in its original form; copies shall not be accepted;
 - (f) remain valid for a period of thirty (30) days beyond the end of the validity period of the Bid, as extended, if applicable, in accordance with ITB Sub-Clause 23.2.
- 24.3 Any Bid not accompanied by a responsive Bid Security shall be rejected by the Purchaser as non-responsive.
- 24.4 The Bid Securities of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder furnishing the Performance Security pursuant to ITB Clause 47.
- 24.5 The Bid Security of the successful Bidder shall be returned as promptly as possible after the successful Bidder has signed the Contract and furnished the required Performance Security.
- 24.6 The Bid Security shall be forfeited:
- (a) if a Bidder withdraws its Bid during the period of Bid validity specified by the Bidder on the Bid Submission Sheet, except as provided in ITB Sub-Clause 23.2; or
 - (b) if the successful Bidder fails to:
 - (i) sign the Contract in accordance with ITB Clause 46;
 - (ii) furnish a Performance Security in accordance with ITB Clause 47; or
 - (iii) accept the correction of its Bid Price pursuant to ITB Sub-Clause 34.4
- 24.7 The Bid Security of a JV/C/A must be in the name of the JV/C/A that submits the Bid. If the JV/C/A has not been legally constituted at the time of bidding the Bid Security shall be in the names of all future partners as named in the letter of intent.

25. Format and Signing of Bid

- 25.1 The Bidder shall prepare ONE Original of the documents comprising the Bid as described in ITB Clause 12 and clearly mark it "ORIGINAL." In addition, the Bidder shall submit copies of the Bid, in the number specified in the BDS, and clearly mark them "COPY." In the event of any discrepancy between the original and the copies, the original shall prevail.



- 25.2 The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder.
- 25.3 Any interlineations, erasures or overwriting shall be valid only if they are signed or initialed by the person signing the Bid.

D. Submission and Opening of Bids

26. Submission, Sealing and Marking of Bids

- 26.1 Bids shall be delivered by hand, courier or registered post. The Bidder shall seal the original of the Bid and the number of copies stipulated in the BDS, including alternative Bids if permitted in accordance with ITB Clause 15, in separate inner envelopes contained within one outer envelope. All envelopes shall be sealed with adhesive or other sealant to prevent reopening.
- 26.2 The inner envelopes shall:
- (a) be signed across their seals by the person authorized to sign the Bid on behalf of the Bidder; and
 - (b) be marked "ORIGINAL", "ALTERNATIVE" (if any) and "COPIES";
- 26.3 The outer envelope shall:
- (a) be marked "Confidential";
 - (b) be addressed to the Purchaser at the address⁷ provided in the BDS;
 - (c) bear the name and identification number of the Contract as defined in the BDS; and
 - (d) provide a warning not to open before the specified time and date for Bid Opening as defined in the BDS.
- 26.4 In addition to the identification required in ITB Sub-Clause 26.2, the inner envelopes shall indicate the name and address of the Bidder, to enable the Bid to be returned unopened in case it is declared late pursuant to ITB Clause 28.
- 26.5 If the outer envelope is not sealed and marked as above, the Purchaser shall assume no responsibility for the misplacement or premature opening of the Bid.
- 26.6 In the Two-Stage Process, Bidders shall be advised to submit only the technical proposal in the first stage. In the second stage, Bidders shall be requested to submit both their technical proposals as modified and agreed with the Purchaser and the financial proposals based on the modified technical proposal simultaneously in two separate sealed envelopes.
- 26.7 When so specified in the BDS Bidders shall have the option of submitting their Bids electronically. Bidders submitting Bids electronically shall follow the procedures specified in the BDS.

⁷ The receiving address shall be an office that is staffed during normal working hours by personnel authorized to certify time and date of receipt and assure safe-keeping until Bid opening. A post office address is not to be used. The address must be the same as the receiving address described in the Invitation for Bids.



27. Deadline for Submission of Bids

- 27.1 Bids shall be delivered by hand, courier or registered post to the Purchaser at the address and no later than the date and time indicated in the BDS.
- 27.2 The Purchaser may, at its discretion, extend the deadline for the submission of Bids by amending the Bidding Documents in accordance with ITB Clause 9, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

28. Late Bids

- 28.1 The Purchaser shall not consider any Bid that arrives after the deadline for submission of Bids. Any Bid received by the Purchaser after the deadline for submission of Bids shall be declared late, rejected, and returned unopened to the Bidder.

29. Withdrawal, Substitution and Modification of Bids

- 29.1 A Bidder may withdraw, substitute or modify its Bid after it has been submitted by sending a written notice in accordance with ITB Clause 26, duly signed by an authorized representative, and shall include a copy of the authorization (the power of attorney) in accordance with ITB Sub-Clause 25.2, (except that withdrawal notices do not require copies). The corresponding substitution or modification of the Bid must accompany the respective written notice. All notices must be:
- (a) submitted in accordance with ITB Clauses 25 and 26 (except that withdrawal notices do not require copies) and, in addition, the respective envelopes shall be clearly marked "WITHDRAWAL", "SUBSTITUTION" or "MODIFICATION;" and
 - (b) received by the Purchaser prior to the deadline prescribed for submission of Bids, in accordance with ITB Clause 27.
- 29.2 Bids requested to be withdrawn in accordance with ITB Sub-Clause 29.1 shall be returned unopened to the Bidders.
- 29.3 No Bid may be withdrawn, substituted or modified in the interval between the deadline for submission of Bids and the expiry of the period of Bid validity specified by the Bidder on the Bid Submission Sheet or any extension thereof.
- 29.4 Withdrawal of a bid between the deadline for submission of bids and expiration of the period of bid validity specified in the BDS or as extended pursuant to Clause 23.1, may result in the forfeiture of the Bid Security pursuant to Clause 24.6. If the lowest or the lowest evaluated bidder withdraws his bid between the periods specified in this clause, the bid security of the bidder shall be forfeited and in addition, the bidder shall pay to the employer the positive difference of sum, if any, with the next lowest bidder within fourteen (14) days of his withdrawal. If the bidder fails to pay the difference within the said date, the bidder shall be debarred by a competent authority as per law. In the case of framework contracts, the bid security shall be forfeited and the supply of the particular item will be re-tendered.

30. Bid Opening

- 30.1 The Purchaser shall conduct the Bid Opening in public, in the presence of Bidders`



designated representatives who choose to attend, and at the address, date and time specified in the BDS. Any specific electronic Bid Opening procedures required if electronic bidding is permitted in accordance with ITB Sub-Clause 26.7 shall be as specified in the BDS.

- 30.2 Bidders, their representatives and other attendees at the Bid Opening shall not be permitted to approach any members of the Bid Opening Committee or any RGoB officials.
- 30.3 First, envelopes marked "WITHDRAWAL" shall be opened and read out and the envelope with the corresponding Bid shall not be opened, but shall be returned to the Bidder. No Bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at Bid Opening. Next, envelopes marked "SUBSTITUTION" shall be opened and read out and exchanged with the corresponding Bid being substituted. The substituted Bid shall not be opened, but shall be returned to the Bidder. No Bid substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at Bid Opening. Envelopes marked "MODIFICATION" shall be opened and read out with the corresponding Bid. No Bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Bid Opening. Only envelopes that are opened and read out at Bid Opening shall be considered further.
- 30.4 All other envelopes shall be opened one at a time. The Bidders' names, the Bid prices, the total amount of each Bid and of any alternative Bid (if alternatives have been requested or permitted), any discounts, Bid withdrawals, substitutions or modifications, the presence or absence of Bid Security, responses to any Bidding Documents addenda, and such other details as the Purchaser may consider appropriate shall be announced by the Purchaser at the Bid Opening. This information also shall be written on a notice board for the public to copy. Any Bid price, discount or alternative Bid price not announced and recorded shall not be taken into account in Bid evaluation. No Bid shall be rejected at Bid Opening except for late Bids pursuant to ITB Clause 28, Non-signing of Bid Submission Sheet and Price Schedules, and Bid Security not in accordance with ITB 24. Substitution Bids and modifications submitted pursuant to ITB Clause 29 that are not opened and read out at Bid Opening shall not be considered for further evaluation regardless of the circumstances. Late, withdrawn and substituted Bids shall be returned unopened to Bidders.
- 30.5 The Purchaser shall prepare a record of the Bid Opening, which shall include the information disclosed to those present in accordance with ITB Sub-Clause 30.4. The minutes shall include, as a minimum:
- (a) the Contract title and reference number;
 - (b) the Bid number;
 - (c) the Bid deadline date and time;
 - (d) the date, time and place of Bid Opening;
 - (e) Bid prices, per lot if applicable, offered by the Bidders, including any discounts and alternative offers;
 - (f) the presence or absence of Bid Security and, if present, its amount;
 - (g) the name and nationality of each Bidder, and whether there is a withdrawal, substitution or



modification;

- (h) the names of attendees at the Bid Opening, and of the Bidders they represent (if any);
- (i) details of any complaints or other comments made by attendees/representatives attending the Bid Opening, including the names and signatures of the attendees/representatives making the complaint(s) and/or comment(s); and
- (j) the names, designations and signatures of the members of the Bid Opening Committee.

The Bidders' representatives and attendees who are present shall be requested to sign the record. The omission of a Bidder's or other attendee's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders.

E. Evaluation and Comparison of Bids

31. Confidentiality

- 31.1 Information relating to the examination, evaluation, comparison and postqualification of Bids, and recommendation of Contract Award, shall not be disclosed to Bidders or any other persons not officially concerned with such process until publication of the Contract Award.
- 31.2 Any effort by a Bidder to influence the Purchaser in the examination, evaluation, comparison and postqualification of the Bids or Contract Award decisions may result in the rejection of its Bid.
- 31.3 Notwithstanding ITB Sub-Clause 31.2, from the time of Bid Opening to the time of Contract Award, if any Bidder wishes to contact the Purchaser on any matter related to the bidding process, it should do so in writing.

32. Clarification of Bids

- 32.1 To assist in the examination, evaluation, comparison and postqualification of the Bids, the Purchaser may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder that is not in response to a request by the Purchaser shall not be considered. The Purchaser's request for clarification and the response shall be in writing. No change in the prices or substance of the Bid shall be sought, offered or permitted, except to confirm the correction of arithmetic errors discovered by the Purchaser in the evaluation of the Bids, in accordance with ITB Clause 34.

33. Responsiveness of Bids

- 33.1 The Purchaser's determination of a Bid's responsiveness shall be based on the contents of the Bid itself, and is to determine which of the Bids received are responsive and thereafter to compare the responsive Bids against each other to select the lowest evaluated Bid.
- 33.2 A substantially responsive Bid is one that conforms to all the terms, conditions and specifications of the Bidding Documents without material deviation, reservation or omission. A material deviation, reservation or omission is one that:
 - (a) affects in any substantial way the scope, quality or performance of the Goods or Related Services required; or



- (b) limits in any substantial way inconsistent with the Bidding Documents, the Purchaser's rights or the Bidder's obligations under the Contract; or
- (c) if rectified would affect unfairly the competitive position of other Bidders presenting responsive Bids

33.3 If a Bid is not substantially responsive to the Bidding Documents it shall be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation or omission.

34. Nonconformities, Errors and Omissions

34.1 Provided that a Bid is substantially responsive, the Purchaser may waive any non-conformities or omissions in the Bid that do not constitute a material deviation.

34.2 Provided that a Bid is substantially responsive, the Purchaser may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.

34.3 Provided that the Bid is substantially responsive, the Purchaser shall correct arithmetical errors on the following basis:

- (a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected;
- (b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- (c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to ITB Sub-Clauses 34.3 (a) and (b) above.

34.4 If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be disqualified and its Bid Security shall be forfeited.

35. Preliminary Examination of Bids

35.1 The Purchaser shall examine the Bids to confirm that all documents and technical documentation requested in ITB Clause 12 have been provided, and to determine the completeness of each document submitted.

35.2 The Purchaser shall confirm that the following documents and information have been provided in the Bid. If any of these documents or information is missing, the offer shall be rejected.

- (a) Bid Submission Sheet, in accordance with ITB Sub-Clause 12.1 (a);
- (b) Price Schedules, in accordance with ITB Sub-Clause 12.1 (a);



(c) Bid Security, in accordance with ITB Clause 24.

36. Examination of Terms and Conditions; Technical Evaluation

- 36.1 The Purchaser shall examine the Bid to confirm that all terms and conditions specified in the GCC and the SCC have been accepted by the Bidder without any material deviation or reservation.
- 36.2 The Purchaser shall evaluate the technical aspects of the Bid submitted in accordance with ITB Clause 21, to confirm that all requirements specified in Section VI, Schedule of Supply of the Bidding Documents have been met without any material deviation or reservation.
- 36.3 If, after the examination of the terms and conditions and the technical evaluation, the Purchaser determines that the Bid is not substantially responsive in accordance with ITB Clause 33, it shall reject the Bid.

37. Conversion to Single Currency

- 37.1 For evaluation and comparison purposes, the Purchaser shall convert all Bid prices expressed in amounts in various currencies into a single currency and using the exchange rates specified in the BDS.

38. Margin of Preference

- 38.1 A margin of preference may apply to domestic goods manufactured in Bhutan as provided for in the BDS. To avail a margin of preference, the bidder shall provide a value addition certificate from the Ministry of Economic Affairs.

39. Evaluation of Bids

- 39.1 The Purchaser shall evaluate each Bid that has been determined, up to this stage of the evaluation, to be substantially responsive.
- 39.2 To evaluate a Bid, the Purchaser shall only use all the factors, methodologies and criteria defined in this ITB Clause 39. No other criteria or methodology shall be permitted.
- 39.3 To evaluate a Bid, the Purchaser shall consider the following:
- (a) evaluation shall be done for Items or Lots, as specified in the BDS;
 - (b) the Bid Price, as quoted in accordance with ITB Clause 16;
 - (c) price adjustment for correction of arithmetic errors in accordance with ITB Clause 34.3;
 - (d) price adjustment due to discounts offered in accordance with ITB Clause 16.4;
 - (e) adjustments due to the application of the evaluation criteria specified in the BDS from amongst those set out in Section III, Evaluation and Qualification Criteria; and
 - (f) adjustments due to the application of a margin of preference, in accordance with ITB Clause 38, if applicable.



- 39.4 The Purchaser's evaluation of a Bid shall exclude and not take into account:
- (a) in the case of Goods manufactured in Bhutan, sales and other similar taxes which will be payable on the Goods if the Contract is awarded to the Bidder;
 - (b) in the case of Goods manufactured outside Bhutan, already imported or to be imported, Customs duties and other import taxes levied on the imported Goods, sales and other similar taxes which will be payable on the Goods if the Contract is awarded to the Bidder; and
 - (c) any allowance for price adjustment during the period of execution of the Contract, if provided in the Bid.
- 39.5 The Purchaser's evaluation of a Bid may require the consideration of other factors in addition to the Bid Price quoted in accordance with ITB Clause 16. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of Bids, unless otherwise specified in Section III, Evaluation and Qualification Criteria. The factors, criteria and the methodology of application shall be as specified in ITB Sub-Clause 39.3 (e).
- 39.6 If so specified in the BDS, these Bidding Documents shall allow Bidders to quote separate prices for one or more lots, and shall allow the Purchaser to award one or multiple lots to more than one Bidder. The methodology of evaluation to determine the lowest evaluated lot combinations is specified in Section III, Evaluation and Qualification Criteria.

40. Comparison of Bids

- 40.1 The Purchaser shall compare all substantially responsive Bids to determine the lowest evaluated Bid, in accordance with ITB Sub-Clause 39.
- 40.2 If the Bid price of the lowest evaluated Bid appears abnormally low and/or seriously unbalanced, the Purchaser may require the Bidder to produce written explanations of, justifications and detailed price analyses for any or all items offered. Such explanations may include, but are not limited to, details of the method by which the Goods and Related Services are to be provided, the technical solutions chosen, exceptionally favorable conditions available to the Bidder for the execution of the Contract, and the originality of the Goods proposed by the Bidder. After objective evaluation of the explanations, justifications and price analyses, if the Purchaser decides to accept the Bid with an abnormally low and/or seriously unbalanced price, the Purchaser shall require that the amount of the Performance Security stipulated in ITB Clause 47 be increased at the expense of the Bidder to a level sufficient to protect the Purchaser against financial loss in the event of default of the successful Bidder under the Contract.

41. Postqualification of the Bidder

- 41.1 The Purchaser shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated and substantially responsive Bid is qualified to perform the Contract satisfactorily.
- 41.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 22.
- 41.3 An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the Bid, in which event the



Purchaser shall proceed to the next lowest evaluated Bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.

42. Purchaser's Right to Accept Any Bid, and to Reject Any or All Bids

- 42.1 The Purchaser reserves the right to accept or reject any Bid, and to annul the bidding process and reject all Bids at any time prior to Contract award, without thereby incurring any liability to Bidders.

F. Award of Contract

43. Award Criteria

- 43.1 The Purchaser shall award the Contract to the Bidder whose offer has been determined to be the lowest evaluated Bid and is substantially responsive to the Bidding Documents, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

44. Purchaser's Right to Vary Quantities at Time of Award

- 44.1 At the time the Contract is awarded, the Purchaser reserves the right to increase or decrease the quantity of Goods and Related Services originally specified in Section VI, Schedule of Supply, provided this does not exceed the percentages indicated in the BDS, and without any change in the unit prices or other terms and conditions of the Bid and the Bidding Documents.

45. Notification of Award

- 45.1 Prior to expiry of the period of Bid validity, the Purchaser shall notify the successful Bidder, in writing, that its Bid has been accepted.
- 45.2 Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.
- 45.3 Upon the successful Bidder furnishing the signed Contract Form and the Performance Security pursuant to ITB Clause 47 the Purchaser:
- (a) shall promptly notify each unsuccessful Bidder and discharge its Bid Security, pursuant to ITB Sub-Clause 24.4; and
 - (b) publish a notification of award on the Purchaser's website.
- 45.4 The notifications to all unsuccessful Bidders and the notification posted on the Purchaser's website shall include the following information:
- (a) the Bid and lot numbers;
 - (b) name of the winning Bidder, and the price it offered, as well as the duration and summary scope of the Contract awarded; and
 - (c) the date of the award decision.
- 45.5 After publication of the award, unsuccessful Bidders may request in writing to the Purchaser for a debriefing seeking explanations of the grounds on which their Bids were not selected. The Purchaser shall promptly respond in writing to any unsuccessful Bidder



who, after publication of contract award, requests a debriefing.

46 Signing of Contract

- 46.1 At the same time as notifying the successful Bidder in writing that its Bid has been accepted the Purchaser shall send the successful Bidder the Contract Agreement and the Special Conditions of Contract.
- 46.2 Within fifteen (15) days of receipt of the Contract Agreement the successful Bidder shall sign, date and return it to the Purchaser.
- 46.3 Notwithstanding ITB Sub-Clause 46.2 above, in case signing of the Contract Agreement is prevented by any export restrictions attributable to the Purchaser, to Bhutan, or to the use of the products/Goods, systems or services to be supplied, where such export restrictions arise from trade regulations from a country supplying those products/Goods, systems or services, the Bidder shall not be bound by its Bid, always provided, however, that the Bidder can demonstrate to the satisfaction of the Purchaser that signing of the Contract Agreement has not been prevented by any lack of diligence on the part of the Bidder in completing any formalities, including applying for permits, authorizations and/or licenses necessary for the export of the products/Goods, systems or services under the terms of the Contract.

47 Performance Security

- 47.1 Within fifteen (15) working days of the receipt of notification of award from the Purchaser, the Bidder shall submit the Performance Security in accordance with the GCC, using for that purpose any of the following security forms:
- (a) unconditional bank guarantee in the form provided for in Section IX, Contract Forms, or another form acceptable to the Purchaser, or
 - (b) banker's certified cheque/cash warrant, or
 - (c) demand draft.
- 47.2 If the Performance Security is provided by the successful Bidder in the form of a demand bank guarantee it shall be issued, at the Bidder's option, by a bank located in Bhutan or by a foreign bank acceptable to the Purchaser through a correspondent bank located in Bhutan.
- 47.3 Failure by the successful Bidder to submit the above-mentioned Performance Security or to sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event the Purchaser may award the Contract to the next lowest evaluated Bidder whose offer is substantially responsive and is determined by the Purchaser to be qualified to perform the Contract satisfactorily. Such a failure shall be considered as "withdrawal" and all relevant clauses shall apply.



Section II. Bid Data Sheet

A. Introduction	
ITB 1.1	The Purchaser is: <i>College of Science and Technology</i>
ITB 1.1	The name, identification number and number of lots within this procurement are: PKG-01: Supply of Library Books (2016-2017)
B. Bidding Documents	
ITB 8.2	For <u>clarification of Bid purposes</u> only, the Purchaser's address is: Attention: <i>ADM Officer</i> Address: <i>College of Science and Technology, Rinchening, Post Box No.450, Phuentsholing, Bhutan</i> Facsimile number: 16478518 Electronic mail address: schoden.cst@rub.edu.bt
C. Preparation of Bids	
ITB 11.1	The language of the Bid is: <i>English</i>
ITB 12.1 (k)	The Bidder shall submit with its Bid the following additional documents: <i>Trade Licence, Tax Clearance Certificate, Dealership Certificate from the intended company, Original catalogues of items, discount statement if any etc. Acknowledgement letter from the past agencies if any.</i>
ITB 12.1 (j)	The bidders shall submit a signed Integrity Pact: <i>Yes</i>
ITB 15.1	Alternative Bids <i>shall not be</i> permitted.
ITB 16.5	The Incoterms edition is: <i>2015 DDP Rinchening</i>
ITB 16.6 (a) (iii), (b) (ii) and (c) (v)	The final destination (Project Site) is: <i>College of Science and Technology, Rinchening, Phuentsholing, Bhutan</i>
ITB 17.1	The prices quoted by the Bidder <i>shall not</i> be adjustable. If prices shall be adjustable, the methodology is specified in Section III, Evaluation and Qualification Criteria.
ITB 18.1	The Bidder is required to quote in Ngultrum (BTN) the portion of the Bid Price that corresponds to expenditures incurred in Ngultrum (BTN) in Bhutan.
ITB 21.3	The period of time for which the Goods are expected to be functioning (for the purpose of spare parts, special tools, etc) is <i>5 years</i>



ITB 22.1 (b)	After sales maintenance, repair, spare parts stocking and related services are required, and the Bidder therefore is required to be represented by a suitably equipped and able agent in Bhutan.
ITB 23.1	The Bid validity period shall be 60 days.
ITB 24.1	The amount and currency of the Bid Security is 2% of the total bid price
D. Submission and Opening of Bids	
ITB 25.1 and 26.1	In addition to the original of the Bid, the number of copies is: ONE
ITB 26.3 (d)	The name and identification number of the Contract is PKG-01: Supply of Library Books (2016-2017)
ITB 26.3 (e)	The time and date for Bid Opening is 2:00PM Bhutan time 19th September 2016
ITB 26.7	Bidders <i>shall not</i> have the option of submitting their Bids electronically.
ITB 27.1	For Bid submission purposes, the Purchaser's address is: Attention: Director Address: College of Science and Technology, Rinchending, Post Box No.450, Bhutan. The deadline for the submission of Bids is: Date: 19th September 2016 Time: 12:00 pm Bhutan time.
ITB 30.1	The Bid Opening shall take place at: Address: Director's Office Date: on 19th September 2016 Time: 2:00pm Bhutan time
E. Evaluation and Comparison of Bids	
ITB 37.1	Bid prices expressed in different currencies shall not be accepted
ITB 38.1	A margin of five percent (5%) Domestic Preference <i>shall</i> apply.
ITB 39.3 (a)	Evaluation will be done for <i>Items Wise</i> <i>Bids will be evaluated for each item and the Contract will comprise the item(s) awarded to the successful Bidder for the Part A equipment.</i>
ITB 39.3 (e)	The adjustments shall be determined using the following criteria from amongst those set out in Section III, Evaluation and Qualification Criteria: <i>[refer to</i>



	<p><i>Schedule III, Evaluation and Qualification Criteria; insert complementary details if necessary]</i></p> <p>(a) Deviation in Delivery schedule: <i>Yes. 0.1% for every day of delay.</i></p> <p>(b) Deviation in payment schedule: <i>No</i></p> <p>(c) The cost of major replacement components, mandatory spare parts, and service: <i>[insert Yes or No. If Yes, insert the methodology and criteria]</i></p> <p>(d) The availability in Bhutan of spare parts and after-sales services for the equipment offered in the Bid <i>No</i>.</p> <p>(e) The projected operating and maintenance costs during the life of the equipment <i>No</i></p> <p>(f) The performance and productivity of the equipment offered: <i>[Insert Yes or No. If Yes, insert the methodology and criteria]</i></p> <p>(g) <i>[Insert any other specific criteria]</i></p>
ITB 39.6	Bidders <i>shall not</i> be allowed to quote separate prices for one or more lots.
F. Award of Contract	
ITB 44.1	<p>The maximum percentage by which quantities may be increased is <u>100%</u></p> <p>The maximum percentage by which quantities may be decreased is <u>100%</u></p>



Section III. Evaluation and Qualification Criteria

1. Margin of Preference (ITB Clause 38)
2. Evaluation Criteria (ITB Sub-Clause 39.3 (e))
3. Multiple Contracts (ITB Sub-Clause 39.6)
4. Postqualification Requirements (ITB Sub-Clause 41.2)



1. Domestic Preference (ITB 38)

- 1.1 If the Bidding Data Sheet (BDS) so specifies, the purchaser may grant a margin of preference to goods manufactured in the Purchaser's country for the purpose of bid comparison, in accordance with the procedure outlined in subsequent paragraphs:
- 1.2 Bids will be classified in one of the three groups, as follows:
- a) Group A: Bids offering goods manufactured in Bhutan, for which (i) labour, raw materials and components form within the country account for more than thirty (30) percent of the EXW price; and (ii) the production facility in which they will be manufactured or assembled has been engaged in manufacturing or assembling such goods at least since the date of bid submission.
 - b) Group B: All other bids offering Goods manufactured in Bhutan
 - c) Group C: Bids offering Goods manufactured outside Bhutan that have been already imported or that will be imported.
- 1.3 The price quoted for goods in bids of Group A and B shall include all duties and taxes paid or payable on the basic materials or components purchased in the domestic market or imported, but shall exclude the sales and similar taxes on the finished product. The price quoted for goods in bids of Group C shall be on CIF or CIP (place of destination), which is exclusive of customs duties and other import taxes already paid or to be paid.
- 1.4 In the first step, all evaluated bids in each group shall be compared to determine the lowest bid in each group. Such lowest evaluated bids shall be compared with each other and if, as a result of this comparison, a bid from Group A or Group B is the lowest, it shall be selected for the award.
- 1.5 If as a result of preceding comparison, the lowest evaluated bid is a bid from Group C, the lowest evaluated bid from Group C shall be further compared with the lowest evaluated bid from Group A after adding to the lowest evaluated price of goods offered in the bid from Group C, for the purpose of this further comparison only, an amount equal to five (5) percent of the CIF or CIP bid price. The lowest evaluated bid determined from this last comparison shall be selected for the award.

2. Evaluation Criteria (ITB 39.3 (e))

The Purchaser's evaluation of a Bid may take into account, in addition to the Bid Price quoted in accordance with ITB Sub-Clause 16.6, one or more of the following factors as specified in ITB Sub-Clause 39.3(e) and in the BDS referring to ITB Sub-Clause 39.3(e), using the following criteria and methodologies.

- (a) Delivery Schedule. *(as per Incoterms specified in the BDS)*

The Goods are required to be delivered within the acceptable time range (after the earliest and before the final date, both dates inclusive) specified in the List of Goods and Delivery Schedule in Section VI. No credit will be given to deliveries before the earliest date, and Bids offering delivery after the final date shall be treated as non responsive. Within this acceptable period, an adjustment, as specified in BDS Sub-Clause ITB 39.3(e), will be added, for evaluation purposes only, to the Bid price of Bids



offering deliveries later than the “Earliest Delivery Date” specified in Section VI , List of Goods and Delivery Schedule.

- (d) Availability in Bhutan of spare parts and after sales services for equipment offered in the Bid.

An adjustment equal to the cost to the Purchaser of establishing the minimum service facilities and parts inventories, as outlined in BDS Sub-Clause ITB 39.3 (e), if quoted separately, shall be added to the Bid Price, for evaluation purposes only.

3. Multiple Contracts (ITB 39.6)

The Purchaser shall award multiple contracts to the Bidder that offers the lowest evaluated combination of Bids (one contract per Bid) and meets the postqualification criteria (this Section III, Sub-Section ITB Sub-Clause 41.2, Postqualification Requirements)

The Purchaser shall:

- (a) evaluate only lots or contracts that include at least the percentages of items per lot and quantity per item as specified in ITB Sub-Clause 16.7.
- (b) take into account:
 - (i) the lowest-evaluated Bid for each lot; and
 - (ii) the price reduction per lot and the methodology for its application as offered by the Bidder in its Bid.

4. Postqualification Requirements (ITB 41.2)

After determining the lowest-evaluated Bid in accordance with ITB Sub-Clause 40.1, the Purchaser shall carry out the postqualification of the Bidder in accordance with ITB Clause 41, using only the requirements specified. Requirements not included in the text below shall not be used in the evaluation of the Bidder's qualifications.

- (a) Financial Capability

The Bidder shall furnish documentary evidence that it meets the following financial requirement(s): *A tax clearance certificate from the department of Revenue and Customs OR the audited balance sheets for the last three years by a recognized firm OR a certified statement of the previous five years overall turnover and the turnover in respect of supplies or services.*

- (b) Experience and Technical Capacity

The Bidder shall furnish documentary evidence to demonstrate that it meets the following experience requirement(s): *copy of similar work carried out in the previous 3 years if any.*

- (b) The Bidder shall furnish documentary evidence to demonstrate that the Goods it offers meet the following usage requirement(s):



Section IV. Bidding Forms

Table of Forms

Bidder Information Form	34
Joint Venture, Consortium or Association (JV/C/A) Partner Information Form	35
Bid Submission Sheet	36
Bid Security (Bank Guarantee)	39
Manufacturer's Authorization	40



Bidder Information Form

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

Date: *[insert date (as day, month and year) of Bid submission]*

Bid No.: *[insert number of bidding process]*

Page _____ of _____ pages

1. Bidder's Legal Name _____
2. In the case of a Joint Venture, Consortium or Association (JV/C/A) legal name of each party: _____
3. Bidder's actual or intended Country of Registration <i>[insert actual or intended Country of Registration]</i> : _____
4. Bidder's Year of Registration <i>[insert Bidder's year of registration]</i> : _____
5. Bidder's Legal Address in Country of Registration <i>[insert Bidder's legal address in country of registration]</i> : _____
6. Bidder's Authorized Representative Information Name <i>[insert Authorized Representative's name]</i> : _____ Address <i>[insert Authorized Representative's Address]</i> : _____ Telephone/Fax numbers <i>[insert Authorized Representative's telephone/fax numbers]</i> _____ E-mail Address <i>[insert Authorized Representative's e-mail address]</i> : _____
7. Attached are copies of the following original documents: <i>[check the box(es) of the attached original documents]</i> <input type="checkbox"/> Articles of Incorporation or Registration of firm named in 1 above, in accordance with ITB Sub-Clause 3.1. <input type="checkbox"/> In the case of a JV/C/A, letter of intent to form the JV/C/A, or the JV/C/A agreement, in accordance with ITB Sub-Clause 22.1 (c) (v). <input type="checkbox"/> In the case of a government owned entity from Bhutan, documents establishing legal and financial autonomy and compliance with commercial law, in accordance with ITB Sub-Clause 3.3. <input type="checkbox"/> Power of attorney authorizing the signatory of the Bid to sign on behalf of the Bidder.



Joint Venture, Consortium or Association (JV/C/A) Partner Information Form

[The Bidder shall fill in this Form in accordance with the instructions indicated below].

Date *[insert date (as day, month and year)]* _____ of Bid submission]

Bid No. *[insert number of bidding process]* _____

Page _____ of _____ pages

1. Bidder's Legal Name <i>[insert Bidder's legal name]</i> : _____
2. JV/C/A Party's legal name <i>[insert JV/C/A Party's legal name]</i> : _____
3. JV/C/A Party's Country of Registration <i>[insert JV/C/A Party's country of registration]</i> : _____
4. JV/C/A Party's Year of Registration: <i>[insert JV/C/A Party's year of registration]</i> : _____
5. JV/C/A Party's Legal Address in Country of Registration <i>[insert JV/C/A Party's legal address in country of registration]</i> : _____
6. JV/C/A Party's Authorized Representative Information Name <i>[insert name of JV/C/A Party's authorized representative]</i> : _____ Address <i>[insert address of JV/C/A Party's authorized representative]</i> : _____ Telephone/Fax numbers <i>[insert telephone/fax numbers of JV/C/A Party's authorized representative]</i> : _____ E-mail Address <i>[insert e-mail address of JV/C/A Party's authorized representative]</i> : _____
7. Attached are copies of the following original documents: <i>[check the box(es) of the attached original documents]</i> <input type="checkbox"/> Articles of Incorporation or Registration of firm named in 2 above, in accordance with ITB Sub-Clause 3.1. <input type="checkbox"/> In the case of a government owned entity from Bhutan, documents establishing legal and financial autonomy and compliance with commercial law, in accordance with ITB Sub-Clause 3.3.



Bid Submission Sheet

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

Date:

Invitation for Bid No:

To *[insert complete name of the Purchaser]*: _____

We, the undersigned, declare that:

(a) We have examined and have no reservations to the Bidding Documents, including Addenda No. *[insert the number and date of issue of each addendum]*:

(b) We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Schedule of Supply the following Goods and Related Services *[insert a brief description of the Goods and Related Services]*:

(c) The total price of our Bid, excluding any discounts offered in item (d) below is: *[insert the Bid Price in words and figures, indicating the various amounts and their respective currencies]*

(d) The discounts offered and the methodology for their application are:

Discounts. If our Bid is accepted, the following discounts shall apply:

[Specify in detail each discount offered and the specific item of the Schedule of Supply to which it applies.]

Methodology of Application of the Discounts. The discounts shall be applied using the following methodology *[Specify in detail the methodology that shall be used to apply the discounts]*:



- (e) Our Bid shall be valid for a period of *[insert number]* _____ days from the date fixed for the Bid submission deadline in accordance with ITB Sub-Clause 27.1, and it shall remain binding upon us and may be accepted at any time before expiry of that period;
- (f) If our Bid is accepted, we commit to provide a Performance Security in accordance with ITB Clause 47 and GCC Clause 19 for the due performance of the Contract;
- (g) We are not participating, as Bidders, in more than one Bid in this bidding process, other than any alternative offers submitted in accordance with ITB Clause 15;
- (h) We, including any subcontractors or suppliers for any part of the Contract, have nationality from eligible countries, viz: *[insert the nationality of the Bidder, including that of all parties that comprise the Bidder if the Bidder is a JV/C/A, and the nationality each subcontractor and supplier]* _____
- (i) We have no conflict of interest pursuant to ITB Sub-Clause 3.2;
- (j) Our firm, its affiliates or subsidiaries - including any subcontractors or suppliers for any part of the contract - has not been declared ineligible by the Purchaser under the laws or official regulations of Bhutan, in accordance with ITB Sub-Clause 3.4;
- (k) The following commissions, gratuities or fees have been paid or are to be paid with respect to the bidding process or execution of the Contract: *[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity]*

Name of Recipient	Address	Reason	Amount
_____	_____	_____	_____
_____	_____	_____	_____

(If none has been paid or is to be paid, indicate “none.”)

- (l) We understand that this Bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed.
- (m) We understand that you are not bound to accept the lowest evaluated Bid or any other Bid that you may receive.



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

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

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

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

Dated on _____ day of _____, _____ *[insert date of signing]*



Bid Security (Bank Guarantee)

[The Bank shall fill in this Bank Guarantee Form in accordance with the instructions indicated.]

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

Beneficiary: _____ *[Name and Address of Purchaser]*

Date: _____

BID GUARANTEE No.: _____

We have been informed that *[insert name of the Bidder]* (hereinafter called "the Bidder") has submitted to you its Bid dated (hereinafter called "the Bid") for the execution of *[insert name of Contract]* under Invitation for Bids No. *[insert IFB number]* ("the IFB").

Furthermore, we understand that, according to your conditions, Bids must be supported by a Bid Guarantee.

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

- (a) has withdrawn its Bid during the period of Bid validity specified by the Bidder in the Form of Bid; or
- (b) having been notified of the acceptance of its Bid by the Purchaser during the period of Bid validity,
 - (i) fails or refuses to execute the Contract Form; or (ii) fails or refuses to furnish the Performance Security, if required, in accordance with the Instructions to Bidders.

This guarantee will expire: (a) if the Bidder is the successful Bidder, upon our receipt of copies of the contract signed by the Bidder and the Performance Security issued to you upon the instruction of the Bidder; or (b) if the Bidder is not the successful Bidder, upon the earlier of (i) our receipt of a copy of your notification to the Bidder of the name of the successful Bidder; or (ii) twenty-eight days after the expiration of the Bidder's Bid.

Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

[signature(s)]



Manufacturer's Authorization

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

Date: _____

Invitation for Bid No.: _____

To *[insert complete name of the Purchaser]***WHEREAS**

We _____ *[insert complete name of the Manufacturer]*, who are official manufacturers of _____ *[insert type of Goods manufactured]*, having factories at _____ *[insert full address(es) of the Manufacturer's factory/ies]*, do hereby authorize _____ *[insert complete name of Bidder]* to submit a Bid in relation to the Invitation for Bids indicated above, the purpose of which is to provide the following Goods, manufactured by us, namely _____ *[insert name and/or brief description of the Goods]*, and subsequently to negotiate and sign the Contract.

We hereby extend our full guarantee and warranty in accordance with Clause 29 of the General Conditions of Contract, with respect to the Goods offered by the above firm.

Signed:

Name:

Title:

Duly authorized to sign this Authorization for and on behalf of *[insert complete name of the Bidder]*Dated on the _____ *[insert number]* day of _____ *[insert month]*, _____ *[insert year]*.

Bill of Quantity *(Bidders can use additional sheets for the service and warranty of items)*

Architecture								
Sl. No.	Title	Author/s	Edition (Ed)	Publisher	Qty	Unit Price (BTN)	Total Price (BTN)	Remarks
1	The Fundamentals of Architecture	Farrelly, L	2010	AVA Publishing.	3			
2	The language of Architecture	Neil, P	1968	Mouton & Co	3			
3	Design Fundamentals in Architecture	Parmar, V. S	1973	Somaiya Publications Pvt Ltd.	3			
4	Elements of Architecture -From form to place	Peter von Meiss	1992	Spon Press.	3			
5	The dynamics of Architectural form	Rudolf, A	2009	University of California Press.	3			
6	Principles of Design in Architecture	Smithies, K.W	1983	Chapman & Hall	3			
7	Architecture – Form, Space and Order	Ching, Francis D.K	2007	New Jersey: John Wiley & Sons.	3			
8	Basics Spatial Design	Exner V., Pressel D	2009	Birkhaner	3			
9	Design Fundamentals in Architecture	Parmar, V. S	1973	Somaiya Publications Pvt Ltd.	3			
10	Architectural Drawing Course: Tools and Techniques for 2D and 3D Representation	Zell, Mo	2008	Barron's Educational Series.	3			
11	Neufert Architects' Data	Ernst,Neufert	2012	UK: Blackwell publishing Ltd.	3			
12	Engineering Drawing	Agarwal, B. and Agarwal, C. M	2013	Tata McGraw-Hill	3			
13	Perspective made easy	Ernest R.Norling	1999	NY: Dover Publication inc	3			
14	Architectural Graphic	Francis D. K. Ching	2009	John – Wiley and Sons	3			
15	Basic Rendering: Effective Drawing for Designers	Gill, Robert W	1991	Thames & Hudson	3			
16	Perspective and Sciagraphy	Malik, Shankar	1994	Allied Publishers.	3			
17	Geometrical Drawing for Art	Morris I. H.	2004	Madras: Orient Longman.	3			



	Students							
18	The Fundamentals of Graphic Design	Ambrose, G. and Harris, P	2009	SA: AVA Publishing.	3			
19	Drawing: A Creative Process	Francis D. K. Ching	1990	New York: Van Nostrand Reinhold.	3			
20	Living Architecture - India (Buddhist and Hindu)	A. Volwahren	1969	London: Oxford and IBM.	3			
21	Buddhist Art and Architecture	Fisher	1993	Thames & Hudson	3			
22	Man the Builder	Gosta, E.Sandstrom	1975	New York: McGraw-Hill Book Company.	3			
23	The Art of Buddhism: An Introduction to Its History and Meaning	Leidy, D.P.	2009	Shambhala	3			
24	Indian Architecture (Buddhist and Hindu Pd.)	Percy Brown	1996	Bombay: Tarapore Vala and Sons.	3			
25	History of World Architecture – Series.	Pier Luigi Nervi	1972	New York: Harry N.Abrams, Inc.Pub.	3			
26	A History of Architecture	Sir Banister Fletcher	1996	The Antholone Press.	3			
27	A History of Architecture - Setting and Rituals	Spiro Kostof	1995	London: Oxford University Press.	3			
28	A Visual Dictionary of Architecture	Ching, Francis, D. K.	2011	UK:John Wiley & Sons,Inc.	3			
29	Elements of Design: Rowena Reed Kostellow and the Structure of Visual Relationship	Gail Greet Hanna.	2002	NY: Princeton Architectural Press.	3			
30	Manual of Rendering with Pen and Ink	Gill, R. W.	1992	W. W. Norton & Co Inc.	3			
31	Advanced Strength of Materials	J. P. Den Hartog	2012	Advanced Strength of Materials	3			
32	A Text Book of Building Construction	Arora, S.P. and Bindra, S.P,	1997	New Delhi: Dhanpat Rai Publications.	3			
33	Building Construction.	Jha, J. and Sinha, S.K	2004	New Delhi: Khanna Publishers.	3			
34	Building Materials (3rd Ed.).	Rangwala, S.C	2006	New Delhi: Charotar	3			



				Publications.				
35	Materials of Construction	Smith, R.C.		New York: McGraw-Hill Company.	3			
36	Clear exposition of Bhutanese Architecture.	Chang Dorji	2004	Thimphu: MoWHS.	3			
37	Drawing a Creative Process	Ching Francis	1990	New York: Van Nostrand Reinhold	3			
38	The Artist guide to Composition	Webb, Frank	1995	U.K: David & Charles	3			
39	Design Process: A Primer for Architectural and Interior Design	Sam F. Miller	1995	Van Nostrand Reinhold	1			
40	The Construction Of Buildings Vol 1	R Barry	1999	East-West Press	5			
41	The Construction Of Buildings Vol 2	R Barry	1999	East-West Press	5			
42	The Construction Of Buildings Vol 3	R Barry	2010	East-West Press	5			
43	The Construction Of Buildings Vol 4	R Barry	1999	East-West Press	5			
44	The Construction Of Buildings Vol 5	R Barry	1999	East-West Press	5			
45	A Text Book of Building Construction and Construction	Birdie Dass	2012	Dhanpat Rai Publishing Company Private Limited	5			
46	Building Construction: Metric - Vol. 1	W.B. Mckay	2013	Pearson Education	5			
47	Building Construction: Metric - Vol. 2	W.B. Mckay	2013	Pearson Education	5			
48	Building Construction: Metric - Vol. 3	W.B. Mckay	2013	Pearson Education	5			
49	Building Construction: Metric - Vol. 4	W.B. Mckay	2013	Pearson Education	5			
50	Daylighting Performance and Design (Architecture)	Gregg D. Ander	2003	John Wiley & Sons	1			
51	Interior Lighting for Designers	Gordon,G	2015	John Wiley & Sons	2			
52	Daylighting: Architecture and Lighting Design	Peter Tregenza, Michael Wilson	2011	Routledge	2			
53	Architectural Interior Systems: Lighting, Air Conditioning, Acoustics	John E. Flynn, Arthur Segil	1988	John Wiley & Sons Inc	2			



54	Mastering AutoCAD 2013 and AutoCAD LT 2013 (Autodesk Official Training Guide)	George Omura, Brian C. Benton	2013	Sybex	2			
55	Building Drawing with an Integrated Approach to Built Environment	Shah	2011	McGraw Hill Education	3			
56	Mastering Autodesk Revit Architecture 2014: Autodesk Official Press	James Vandezande, Eddy Krygiel, Phil Read	2013	Sybex	2			
57	Handbook of Specialty Elements in Architecture	Andrew Alpern	1981	McGraw-Hill Inc	1			
58	Human Dimension and Interior Space: A Source Book of Design Reference Standards	Julius Panero, Martin Zelnik	1979	Watson-Guptill	2			
59	Advanced Construction Technology	Roger Greeno, R. Chudley, Mike Hurst, Simon Topliss	2012	Heinemann	2			
60	Detailing for Landscape Architects: Aesthetics, Function and Constructability.	Thomas R. Ryan, Edward Allen, Patrick J. Rand	2011	Wiley	1			
61	The Professional Practice of Architectural Working Drawings	Osamu A. Wakita, Richard M. Linde, Nagy R. Bakhoun	2011	Wiley	1			
62	Acoustics and Noise Control	B.J.Smith, R.J.Peters	2013	Routledge	2			
63	Architectural Acoustics	M. David Egan	2009	CENEAGE LEARNING INDIA PVT LTD	3			
64	Housing and Urban Renewal: Residential Decay and Revitalization in the Public Sector (Urban & regional studies)	Andro, D.Thomas	1986	HarperCollins Publishers Ltd	1			
65	Sustainable Architecture: High-tech Houses	Arian Mostaedi	2003	Links International	2			
66	New Urban Housing	Hilary French	2006	Yale Univ Press	2			



67	The Urban Pattern	Gallion Arthur, B. Eisna Simon	1993	John Wiley & Sons	1			
68	Site Planning for Cluster Housing	Richard K. Untermann, Robert Small	1982	John Wiley & Sons	2			
69	Time-Saver Standards For Housing And Residential Development	De chiara	2012	Tata McGraw Hill Education	2			
70	Time-Saver Standards for Landscape Architecture	Charles Harris, Nicholas Dines	2011	Tata McGraw Hill Education	2			
71	Elements of Visual Design in the Landscape	Simon Bell	2013	Routledge	1			
72	Introduction to Landscape Architecture	Michael Laurie	1975	Elsevier Science Ltd	2			
73	From Concept to Form in Landscape Design	Grant W. Reid	1993	Van Nostrand Reinhold	2			
74	Planting Design - W/B 2	HACKETT	1979	McGraw Hill Higher Education	1			
75	Leonardo da Vinci: Biography, Art Work and Inventions	Tom Brown	2016	Rainbow Press	2			
76	Louis Sullivan: Masters of World Architecture	Albert Bush-Brown	2011	Literary Licensing, LLC	2			
77	Design with Climate - Bioclimatic Approach to Architectural Regionalism	Victor Olgyay, Donlyn Lyndon, John Reynolds, Ken Yeang	2015	Princeton University Press	2			
78	Ecoarchitecture: The Work of Ken Yeang	Sara Hart	2011	John Wiley & Sons	2			
79	Christopher Benninger: Architecture for Modern India	Rosa Maria Falva, Ramprasad Akkiseti	2016	Skira	1			
80	Laurie Baker	Gautam Bhatia	2000	Penguin India	3			
81	Laurie Baker: Truth in Architecture	Atul Deulgaonkar	2015	Jyotsna Prakashan	3			
82	Le Corbusier (Basic Art)	Jean-Louis Cohen	2015	Taschen GmbH	2			
83	Le Corbusier: Paris Chandigarh	Birkhauser	2000	Springer / Birkhauser	2			
84	Le Corbusier: Ideas & Forms	William J R Curtis	2015	Phaidon Press	2			



85	Frank Lloyd Wright: Natural Design, Organic Architecture: Lessons for Building Green from an American Original	Alan Hess , Alan Weintraub	2012	Rizzoli	2			
86	Frank Lloyd Wright The Houses	Alan Hess	2005	Rizzoli	1			
87	A Place in the Shade	Charles Correa	2010	Penguin India	2			
88	Charles Correa: India's Greatest Architect	Irena Murray	2013	RIBA Publishing	2			
89	Buildings As Ideas: The Un-Built Work of Charles Correa	Charles Correa Foundation	2016	CCF UDRI	2			
90	Building Art: The Life and Work of Frank Gehry	Paul Goldberger	2015	Knopf	2			
91	Makers of Modern Architecture: From Frank Lloyd Wright to Frank Gehry (New York Review Books)	Martin Filler	2007	New York Review Books	2			
92	Zaha Hadid: Complete Works	Zaha Hadid	2009	Rizzoli	2			
93	Louis I Kahn: Building Art Building Science	Thomas Leslie	2005	George Braziller Publishers	2			
94	Between Silence and Light: Spirit in the Architecture of Louis I. Kahn	Louis I. Kahn, John Lobell	2008	Shambhala	2			
95	Santiago Calatrava: Complete Works, Expanded Edition	Alexander Tzonis	2007	Rizzoli	2			
96	The Theater of the Bauhaus	Walter Gropius, Arthur S. Wensinger	2014	Wesleyan	2			
97	Pioneers of Modern Design: From William Morris to Walter Gropius	Nikolaus Pevsner	1986	Penguin UK	2			
98	Antoni Gaudi (Taschen Basic Architecture)	Maria Antonietta Crippa	2003	Taschen GmbH	2			
99	Peter Eisenman	Peter Eisenman Anthony Vidler	2006	Skira	2			
100	Balkrishna Doshi: An Architecture for India	William J. R. Curtis	2014	Grantha Corporation	2			



101	Oscar Niemeyer (Taschen's Architecture Now!)	Philip Jodidio	2012	Taschen GmbH	2			
102	Norman Foster: A Global Architecture (Architecture/Design Series)	Martin Pawley	1999	Thames & Hudson Ltd	2			
103	Kenzo Tange: Makers of Contemporary Architecture	Robin Boyd	2011	Literary Licensing, LLC	2			
104	A Pattern Language: Towns, Buildings, Construction (Center for Environmental Structure Series)	Christopher Alexander	2015	Oxford	2			
105	Site Planning for Cluster Housing	Richard Untermanu & Robert Small	1982	Van Nostrand Reinhold Company.	2			
106	Site Planning and Design Handbook	Thomas Russ	2002	McGraw-Hill	2			
107	Interior Design Illustrated	Francis D. K. Ching	2012	John Wiley & Sons	2			
108	Elements Of Interior Design And Decoration	Sherrill Whiton	2013	Muschamp Press	2			
109	Interior Design: Theory And Process	Anthony Sully	2012	A & C Black	2			
110	Introduction to Interior Design & Decoration	Veena, et al Gandotra	2011	Dominant Publishers & Distributors	2			
111	A History of Interior Design	Judith Gura, John Pile	2013	Laurence King Publishing	2			
112	Color in Interior Design CL	John Pile	1997	McGraw-Hill Education	2			
113	A Textbook of Refrigeration and Air-Conditioning	Gupta, J.K. and Khurmi, R.S.	2002	S Chand & Company	2			
114	Principles of Air Conditioning	Paul Lang	2003	CBS	5			
115	Lifts, Elevators, Escalators and Moving Walkways/Travellators	M.Y.H. Bangash, T. Bangash	2007	CRC Press	2			
116	Environmental Planning for Site Development: A Manual for Sustainable Local Planning and Design	Anne Beerand Cathy Higgins	2015	Routledge	1			



117	Sustainable Architecture: High-tech Houses	Arian Mostaedi	2003	Links International	2			
118	Architecture and the Environment: Contemporary Bioclimatic Buildings	Tadao Ando, David Lloyd Jones	1998	Laurence King Publishing	2			
119	Sustainable Building: Vol. 1: Design Manual	P. Teri	2004	The Energy and Resources Institute, TERI	5			
120	Sustainable Building: Vol. 2 Design Manual	Energy and Resources Institute	2009	The Energy and Resources Institute, TERI	5			
121	History of Urban Form Before the Industrial Revolution	A.E.J. Morris	1994	Longman	1			
122	An Introduction to Town Planning	T M Julian Julian	2015	Forgotten Books	2			
123	Urban Planning: Theory and Practice	P. Rao	2009	CBS	3			
124	Urban Planning	Catanese	2014	McGraw Hill Education	3			
125	Sustainable Urban Planning	Joy Sen	2012	The Energy and Resources Institute, TERI	3			
126	Design of Cities	Edmund N. Bacon	1976	Penguin USA	2			
127	Sustainable Urbanism: Urban Design With Nature	Douglas Farr	2008	John Wiley & Sons	2			
128	Life Between Buildings: Using Public Space	Jahn Gehl	2011	Island Press				
129	Climate Responsive Architecture, A Design Handbook for Energy Efficient Buildings	Arvind Krishan, Nick Baker, Simos Yannas, Steve Szokolay	1999	McGraw Hill Education	2			
130	Energy and Environment in Architecture: A Technical Design Guide	Nick Baker, Koen Steemers	1999	Taylor & Francis	1			
131	Passive Low Energy Cooling of Buildings (Architecture)	Baruch Givoni	1994	John Wiley & Sons	1			
132	Architecture in a Climate of Change	Peter F Smith	2006	Routledge	2			



133	Introduction to Architectural Science: The Basis of Sustainable Design	Steven V Szokolay	2003	Architectural Press	1			
134	Solar Power: The Evolution of Sustainable Architecture	Norman Foster, Stephan Behling, Sophia Behling	2000	Prestel	1			
135	Intellectual Property Rights, the WTO and Developing Countries: The TRIPS Agreement and Policy Options	Carlos M. Correa	1999	Zed Books Ltd;	1			
136	Problems in Contract Law: Cases and Materials	Charles L. Knapp, Nathan M. Crystal, Harry G. Prince	2007	Aspen Law & Business	1			
137	Project Planning and Control with PERT and CPM	B.C. Punmia, K.K. Khandelwa	2016	Laxmi Publications	3			

Civil Engineering

Sl. No.	Title	Author/s	Edition (Ed)	Publisher	Qty	Unit Price (BTN)	Total Price (BTN)	Remarks
1	Hydraulics and Fluid Mechanics Including Hydraulics Machines	Dr. P.N. MODI & S.M. SETH	18th Edition	New Delhi: Standard Book House	10			
2	A Textbook of Fluid Mechanics and Hydraulics Machine	R.K. Bansal	latest edition	New Delhi: Laxmi Publications	10			
3	A Text Book of Fluid Mechanics	A.K. Jain	9th Edition	New Delhi: Khanna publisher	10			
4	Surveying vol. I	R Agor	3rd Edition	New Delhi: Khanna Publications	10			
5	Surveying vol. II	R Agor	3rd Edition	New Delhi: Khanna Publications	10			



6	Surveying –I	S.K Duggal	4th Edition	New Delhi: Tata Mcgraw Hill	10			
7	Surveying –II	S.K Duggal	4th Edition	New Delhi: Tata Mcgraw Hill	10			
8	Higher Surveying	A M Chandra	2nd Edition	New Delhi: New Age International	10			
9	Surveying –I	Dr.B. C. Punmia, Er. Ashok Kr. Jain, Dr.Arun Kumar Jain	17th Edition	New Delhi: Laxmi Publications	10			
10	Surveying –II	Dr.B. C. Punmia, Er. Ashok Kr. Jain, Dr.Arun Kumar Jain	16th Edition	New Delhi: Laxmi Publications	10			
11	Surveying and Leveling	S.C Rangawala	4th Edition	Charotar Publishing House	10			
12	Engineering Mechanics of Solids	E.P Popov	International edition	New Delhi: Prentice Hall of India	10			
13	Strength of Materials	Er.R.K Rajput		New Delhi: S. Chand & Co.	10			
14	Strength of Materials	S. Ramamrutham		New Delhi: Dhanpat Rai	10			
15	Strength of Materials	W.A. Nash	2nd Edition	New Delhi: Tata McGraw Hill	10			
16	Elementary engineering drawing: plane and solid geometry : in first-angle projection method	N. D. Bhatt, V. M. Panchal	49th Edition	Charotar publishing house	10			
17	Engineering Drawing Vol 1 & 2 Combined	Kr Gopalakrishna	4th Edition	Subhas Publications / Subhas Stores	10			
18	A Course in Civil Engineering Drawing	V.B Sikka		S.K. Kataria & Sons (2015	10			
19	Fluid Mechanics including Hydraulic Machines	Dr. A.K Jain		Published by Khanna, 2010	10			
20	Textbook of Hydraulics, Fluid Mechanics and Hydraulic Machines	R.S. Khurmi	16th Edition	S. Chand Limited, 1987	10			
21	Surveying vol. II	Dr. K R. Arora	12th	Jain Book Publishers	10			



			Edition					
22	Text book of Engineering Geology	N.C Kesavulu		New Delhi: Macmillan Publisher, 2009	10			
23	Foundations of Engineering Geology	Tony Waltham	3rd Edition	New York: Chapman & Hall	10			
24	Engineering and General Geology	P. Singh	6th Edition	New Delhi: S.K. Kataria and Sons, 2010	10			
25	Engineering Geology	V. Kanithi	2013	Orient Blackswan	10			
26	Remote Sensing of the Environment and Earth Resource Perspective	John R. Jenson	2nd Edition	New Delhi: Pearson Education	10			
27	Basic Structural Analysis	C.S Reddy	4th Edition	Mcgraw Hill Education	10			
28	Analysis of Structures - Vol. I	V.N Vazirani, M.M Ratwani	17th Edition	V.N. Vazirani, M.M Ratwani and S.K. Duggal	10			
29	Analysis of Structures - Vol. II Theory, Design and Details of Structures	V.N. Vazirani, M.M Ratwani and S.K. Duggal	16th Edition	New Delhi: Khanna Publishers.	10			
30	Model Analysis of Structures	T.P Ganesan		New Delhi: Universities Press, 2005	10			

Electrical Engineering

Sl. No.	Title	Author/s	Edition (Ed)	Publisher	Qty	Unit Price (BTN)	Total Price (BTN)	Remarks
1	Modeling and Controlling Hydropower Plants	German Ardul Munoz-Hernandez, Sa'ad Petrous Mansoor • Dewi Ieuan Jones	1st Edition, 2013	Springer-Verlag London 2013	10			
2	Electrical and Electronic Measurement and Instrumentation	Sawhney, A.K		GAGAN KAPUR, Delhi	10			
3	Renewable Energy: Power for a Sustainable Future	Godfrey Boyle		Oxford Univ Pr (Sd)	10			



4	Fundamentals of Electric Circuit Theory	Chattopadhyaya, D. & Rakshit, P.C.	6 Edition 2004	S Chand & Company	10			
5	Electrical Circuit Theory and Technology	John Bird	5th Edition	Elsevier Ltd.	10			
6	Measurement and Control Basics	Thomas A. Hughes		ISA Press Digital Book Library	10			
7	Electric Circuits	Edminister, J.A.		Tata Mc Graw Hill	10			
8	Integrated Electronics, Analog and Digital circuits and Systems	Jacob Millman., & Halkias., C., C.		Tata Mc Graw Hill	10			
9	Electronics Principles	Malvino., M (1999),	1999	Tata Mc Graw Hill	10			
10	ELECTRONIC DEVICES and Circuit Theory	OBERT BOYLESTAD, LOUIS NASHELSKY R	7th Edition	PRENTICE HALL, Upper Saddle, New Jersey	10			
11	Op-Amp and Linear Integrated Circuits	Gayakwad., R., A.	6th Edition	Pearson Education Asia.	10			
12	Electrical Measurements and Measuring Instruments	Golding, E. W.	2012	New Delhi: A W Wheeler and Company Pvt. Ltd.	10			
13	Measurement Systems: Applications and Design	Deebelin, E. W.	4th Ed 2013	Singapore: McGraw Hill Book Co.	10			
14	Handbook of Transducers for Electronic Measuring System	Norton, H. N.	4th Ed 2012	New Jersey: Prentice Hall Inc.	10			
15	Network Analysis	Van-Valkenberg, M.E.	3rd Ed 2002	New Delhi: Prentice Hall of India Ltd.	10			
16	Network Analysis and Synthesis	Kuo, F.F.	2nd Ed 2005	New York: John Wiley & sons.	10			
17	Electrical Machinery	Fitzgerald, A.E. & Jr. Kingsley, C.	2nd Ed, 2002	Koga Kusha, Tokyo: McGraw Hill.	10			
18	Theory of A.C. Machines.	Langsdorf, A.S.	4th Ed 2001	Koga Kusha,. Tokyo. McGraw Hill.	10			
19	The Performance and Design of A.C. Machines.	Say, M.G	2002	Delhi: CBS.	10			



20	Generalized Theory of Electrical Machines.	Bhimbra, P. S. (2004)	3rd Editon	New Delhi: Khanna Publishers.	10			
21	Thermodynamics: An Engineering Approach	Cengel, Y. A. & Boles, M. A.	5th Edition	New Delhi: McGraw-Hill.	10			
22	Fundamentals of Engineering Thermodynamics	Moran, M. J. & Shapiro, H. N.	5th Edition 2006	England: John Wiley & Sons Ltd.	10			
23	Engineering Thermodynamics	Nag, P.K.		New Delhi: Tata McGraw-Hill.	10			
24	Generation Distribution and Utilization of Electrical Energy	Wadha, C.L	3rd Ed. 2006	New Delhi: New Age International Publishers	10			
25	Generation of Electrical Energy	Gupta, B. R.	2nd Ed. 2002	New Delhi: S. Chand and Company Limited.	10			
26	Electrical Power Systems Planning	Pabla, A. S.	2nd Ed. 1998	New Delhi: Mcmillan	10			
27	Electrical Power Systems.	Gupta, S. & Bhatnagar.	3rd Ed. 2005	New Delhi: Dhanpat Roy and Sons Publishers	10			
28	Electric Power Generation, Transmission and Distribution.	Singh, S.N.	2nd Ed. 2006	New Delhi: Prentice Hall of India Private Limited.	10			
29	Water Power Engineering,	Dandekar, M.M. and KN Sharma	2005	Vikas Publishing House Pvt Ltd, New Delhi, India	10			
30	Utilisation of Electric Power and Electric Traction. .	Gupta, J.B.	1st Ed.2003	New Delhi: S K Kataria and Sons.	10			
31	Electrical Power System.	Das, D.	2nd Ed. 2006	New Delhi: New Age International.	10			
32	Electromagnetics .	John, D. K., & Carver, K.R	4th Ed. 1991	New York, NY: McGraw Hill.	10			
33	Engineering Electromagnetics .	Hayt, W.J.	6th Ed. 2003	New Delhi, India: Tata McGraw Hill.	10			
34	Electromagnetic waves and Radiating Systems	Jordan, E.C.	2nd Ed. 2005	New Delhi, India: Prentice Hall of India.	10			
35	Elements of Electromagnetism	Sadiku, M. N. O.	3rd Ed. 2005	Oxford, UK: Oxford University Press.	10			



36	Theory and Problems of Electromagnetics	Edminister, J. A	2th Ed. 2004	New Delhi, India: Tata McGraw Hill	10			
37	Digital Logic and Computer Design	Mano, M. M.	25th Ed. 2001	New Delhi: Prentice-Hall International Inc.	10			
38	Digital Systems: Principles and Applications	Tocci, R. J., Widmer, N., & Moss, G.	11th Ed. 2010	Upper Saddle River, NJ: Prentice Hall.	10			
39	Analog and Digital Computer Technology	Scott, N. R.	2004	New York: McGraw Hill.	10			
40	Digital Principle and Application	Malvino, A. P., & Leach, D. P.	2003	New Delhi: Tata McGraw Hill.	10			
41	Control Systems Engineering	Nise, N. S.	4th Ed. 2004	New Delhi: Wiley.	10			
42	Automatic Control Systems	Kuo, B. C. & Golnaraghi, F.	8th Ed. 2002	New Delhi. Wiley.	10			
43	Modern Control Engineering.	Katsuhiko, O.	4th Ed. 2004	New Delhi. Prentice Hall of India. PHI Private Limited	10			
44	Mechatronics	Bolton, W.	5th Ed. 2003	Singapore. Pearson Education. Delhi.. Pte. Ltd.Indian Branch.	10			
45	Functional Safety	IEC (International Electrotechnical Commission) Standard 61511		Safety Instrumented System for Process Industry Sector.	10			
46	Control System Components	Gibson & Tuteur.	2nd Ed. 2003	Singapore: McGraw Hill..	10			
47	Modern Control Systems	Dorf, R. C. & Bishop, R. H.	8th Ed. 2002	Singapore. Pearson Education.	10			
48	Control System Engineering	Nagrath, I. J. & Gopal, M	5th Ed. 1999	New Delhi: Willey Eastern.	10			
49	Microprocessor Architecture, Programming and Applications with the 8085 .	Gaonkar, R. S.	6th Ed. 2013	Mumbai, India: Penram International Publishing.	10			
50	Microcomputer Theory and Application with the Intel SDK-85	Rifiquazzaman, M.	2nd Ed. 1987	New York, NY: John Willey & Sons.	10			



51	The Intel Microprocessors:	Barry B. Brey	8th Ed. 2013	Pearson New International Edition London, UK: Pearson.	10			
52	Introduction to Quantitative Research Methods:	Balnaves, M., & Caputi, P.	2001	An investigative approach. London: Sage Publications Ltd.	10			
53	Doing a Literature Review	Hart, C.	1998	London: Sage Publications Ltd.	10			
54	Essentials of Research Methods: A Guide to Social Science Research.	Ruane, J. M.	2005	London: Wiley-Blackwell Publishing.	10			
55	Developing Effective Research Proposals (Essential Resource Books for Social Research)	Punch, K. F.	2nd Ed. 2006	London: Sage Publications Ltd.	10			
56	Power System Engineering	Nagrath, J., Kothari, D.P.	2003	New Delhi: Tata Mc Graw Hill.	10			
57	Electrical Power System	Wadhwa, C. L.	2003	New Delhi: New Age International.	10			
58	Power System Analysis and Design	Gupta, B. R.	2003	New Delhi: Wheeler Publishing.	10			
59	Electrical Power Systems	Ray, S.	1st Ed. 2007	New Delhi: Prentice Hall of India Pvt Ltd.	10			
60	Electrical Power Distribution Systems Planning	Pabla, A. S.	2nd Ed. 1998	Mcmillan India Ltd.	10			
61	Modern Power System Analysis	Nagrath, J. Kothari D.P.	2003	New Delhi: Tata Mc Graw Hill,	10			
62	Power system Analysis	Gergen, A.R.	2001	New Delhi: Prentice hall Inc.	10			
63	Advanced Power System Analysis and Dynamics	Singh, L.P.	3rd Ed. 2001	New Delhi: New Age International Publishers	10			
64	Modern Power System Analysis	Nagrath I.J. & Kothari D.P.	2nd Ed. 2000	New Delhi: Tata McGraw Hill.	10			
65	Elements of Power System analysis	Stevenson, W.D.	4th Ed. 2000	New Delhi: Tata McGraw Hill Ltd.	10			
66	Power System analysis	Gainger, J. J. and Stevenson Jr, W.D.	1st Ed. 2003	New Delhi: McGraw Hill.	10			
67	Power System Analysis	Nagsarkar, T.K. & Sukhija, M.S.	1st Ed. 2013	New Delhi: Oxford University press.	10			



68	Power Electronics: Converters, Applications and Design	Mohan, N., Undeland, T.M. & W.P. Robbins.	4th Ed 2009	New Delhi: Wiley India Pvt Ltd.	10			
69	Power Electronic Circuits, Devices and Applications.	Rashid, M.H.	5th Ed. 2003	New Delhi: Prentice Hall of India Pvt Ltd.	10			
70	Power Electronics	Bimbhra, P.S.	5th Ed. 2012	Delhi: Khanna Publishers.	10			
71	Power Electronics	Lander, C.W.	1st Ed. 1993	New Delhi: Mc Graw Hill International.	10			
72	Electrical Power Systems	Wadhwa, C.L.,	2003	New Delhi: Wiley Eastern Ltd. New Age International.	10			
73	Protective Relays Theory and Practice (Vol.I and II).	Van A.R., & Warrington, C.	1997	New Delhi: Chapman and Hall.	10			
74	Power System Stability (Vol. II).	Kimbar, E.W.	2011	New Delhi: John Wiulley and Sons, Inc.	10			
75	Power System Protection; Static Relays	MadhavaRao, T.S.	2010	New Delhi: Tata McGraw Hill Publishing Co. Ltd.	10			
76	High Voltage Engineering	Naidu. & Kamaraju	3rd Ed. 2009	New Delhi. Tata McGraw Hill Publishing Company.	10			
77	High Voltage Engineering	Wadha, C. L.	2nd Ed. 2007	New Delhi: New Age International.	10			
78	High Voltage Engineering Fundamentals	Kuffel, E., Zaengl, W.S. & Kuffel J.	1st Ed. 2000	New Delhi: Elsevier India Pvt. Ltd.	10			
79	Electric Power Distribution System Engineering.	Gonen, T.	3rd Ed. 2008	New Delhi: Mc.Graw-Hill Book Company.	10			
80	Electric Power Distribution	Pabla, A.S.	4th Ed. 2004	New Delhi: Tata Mc Graw-Hill Publishing Company	10			
81	Electrical Power System Design	Deshpande, M.V.	2009	New Delhi: Tata Mc Graw-Hill Education Private Limited	10			
82	Electrical Wiring, Estimating and Costing.Vol II.	Uppal, S.L.	2000		10			
83	Handbook of Electrical Engineering.	Bhatia, S L.	2005	New Delhi: Khanna Publishers.	10			



84	Electrical Installation Estimating and Costing.	Gupta, J B.	2002	India: S K Kataria & Sons.	10			
85	Electrical Design, Estimating and Costing.	Raina, K B and Bhattacharya, S K.	2000	India: New Age International Limited.	10			
86	Power Electronics: Converters, Applications and Design	Mohan, N., Undeland, T.M. & Robbins, W.P.	2nd Ed. 2009	New Delhi: Wiley India Pvt. Ltd	10			
87	Power Electronics	Bimbhra, P.S.	2nd Ed. 2000	New Delhi :S Chand and Company.	10			
88	Modern Power Electronics and AC Drives	Bose, B.K.	2nd Ed. 2005	New Delhi: Prentice-Hall of India Pvt. Ltd.	10			
89	Electric Motor Drives – Modeling, Analysis and Control	Krishnan, R.	4th Ed. 2006	New Delhi: Prentice-Hall of India Pvt. Ltd	10			
90	Handbook: Heating, Ventilating and Air-Conditioning.	ASHRAE.	2012	New York: American Society of Heating, Refrigerating, Air-Conditioning Engineers, Inc.	10			
91	Handbook on Energy Audit and Environment Management.	Abbi, Y. P., & Shashank, J.	2006	New Delhi: TERI Press.	10			
92	Energy Management.	Rathore, U.	2014	New Delhi: S K Kataria and Sons.	10			
93	Handbook on Energy Conscious Buildings.	Nayak, J. K., & Prajapati, J. A.	2006	New Delhi: Solar Energy Centre, Ministry of Non-conventional Energy.	10			
94	Manual of Tropical Housing and Building: Climatic design.	Koenigsberger, O. H., Ingersoll, T. G., Mayhew, A., & Szokolay, S. V.	2010	New York: McGraw Hill.	10			
95	Generation of Electrical Energy.	Gupta, B. R.	1st Ed. 2002	New Delhi: S. Chand and Company Limited.	10			
96	Electrical Power Systems	Gupta, S. & Bhatnagar.	2nd Ed. 2002	New Delhi: Dhanpat Roy and Sons Publishers.	10			
97	Power system Analysis	Grainger, J.J. & Stevenson, W.D.	4th Ed. 1982	New York: Mc Graw Hill.	10			



98	Flexible AC Transmission Systems	Padiyar, K.R.	1st Ed. 1998	Bangalore: S. Chand and Company Limited.	10			
99	Flexible AC Transmission,	Hingorani, G.	April 1993.	IEEE Spectrum,	10			
100	"Power Electronics in Electric Utilities: Role of Power Electronics in future power systems"	Narin G. Hingorani,	April 1988.	Proc. of IEEE, Vol.76, no.4	10			
101	"Thyristor-Based FACTS Controllers for Electrical Transmission Systems"	Mohan Mathur, R.Rajiv, K.Varma.		IEEE press and John Wiley & Sons, Inc.	10			
102	"Concept of design of FACTS Controllers to damp power swings"	Einar V.Larsen, Jaun J.Sanchez-Gasca, Joe H.Chow,	May 1995.	IEEE Trans on Power Systems, Vol.10, No.2,	10			
103	"Unified power flow control concept for flexible AC transmission"	Gyugyi L,	July 1992.	IEEE Proc-C, Vol.139, No.4	10			

Electronics and Communication

Sl. No.	Title	Author/s	Edition (Ed)	Publisher	Qty	Unit Price (BTN)	Total Price (BTN)	Remarks
1	First Course in Electronics	Anwar A. Khan & Kanchan K. Day	1st Ed	Prentice Hall of India	4			
2	Introduction to Digital Computer Technology	Louis Nashelsky	4th Ed	Prentice Hall Career and Technology	5			
3	Digital Technology	Gerald Earl Williams	3rd Ed	Science Research Associates	5			
4	Digital Fundamentals	Thomas L. Floyd	8th Ed	Pearson Education Ltd	5			
5	Signals and systems	Ramesh Babu; R. Anandanatarajan	4th Ed	Scitech Publication Pvt. Ltd	5			
6	Schum's outlines; Signals and systems	Hwei P. Hsu	3rd Ed	McGraw-Hill, New York,	5			
7	Signals and systems	R. Eugene Xavier	3rd Ed	Chand (S.) & Co Ltd ,India	5			



8	Microelectronic Circuits (The Oxford Series in Electrical and Computer Engineering)	Adel S. Sedra & Kenneth C. Smith.	7th Ed	Oxford University Press	4			
9	Physics of Semiconductor Devices	S.M.Sze, Kwok K. Ng	3rd Ed	Wiley	4			
10	Microcomputer Theory and Applications with the Intel SDK-85	Rafiquzzaman, M.	2nd Ed	Prentice-Hall	5			
11	Digital signal processing	S. Salivahanan; C. Gnanapriya; R. Vallavaraj	2nd Ed	Tata McGraw-Hill Education	5			
12	Digital signal processing	Sanjit K. Mitra	4th Ed	Tata McGraw-Hill	5			
13	Antennas	J. D. Kraus	3rd Ed	McGraw Hill (New York)	5			
14	Electromagnetics with Applications	J. D. Kraus	5th Ed	McGraw Hill Education Private Limited	5			
15	Electronic Communication Systems	G. Kenedy	4th Ed	McGraw Hill Education Private Limited	5			
16	Engineering Electromagnetics	Hayt	7th Ed	McGraw Hill Education Private Limited	5			
17	Communication System	A. Carlson and Paul Crilly	5th Ed	McGraw Hill Education (India) Private Limited	5			
18	Principle of Communication Systems	Herbert Taub and Donald Schilling	4th Ed	McGraw Hill Education (India) Private Limited	2			

Information Technology

Sl. No.	Title	Author/s	Edition (Ed)	Publisher	Qty	Unit Price (BTN)	Total Price (BTN)	Remarks
1	Introduction to C Programming	Reema Thareja		OUP India	10			
2	Java, Java, Java, Object Oriented Problem Solving	Morelli, R., & Walde, R.		Prentice Hall.	10			
3	Java: The Complete Reference	Schildt, H.		Mc Graw Hill.	10			



4	Computer Organization and Architecture: Designing for Performance	Stallings, W.		New Jersey: Prentice Hall	10			
5	Structured Computer Organization	Tanenbaum, A. S., & Austin, T.		Pearson	10			
6	Introduction to Algorithms	Cormen, T. H., Leiserson, C. L., Rivest, R. L. & Stein, C.		London, England: MIT Press	10			
7	Fundamentals of Computer Algorithms	Horowitz, E., Sahni, S., & Rajasekaran, S.		New York: Computer science press.	10			
8	Database Systems	Elmasri, R., & Navathe, S.		Pearson	7			
9	Fundamentals of Database Systems	Elmasri, R., & Navathe, S.		Addison-Wesley	10			
10	Operating System Concepts	Silberschatz, A, Galvin, P.B, Gagne, G.	8th Ed	John Wiley & Sons	7			
11	Operating Systems internal and design principles	Stallings W.	7th Ed	Prentice Hall.	7			
12	Operating Systems concept based approach	Dhamdhare, D.M	3rd Ed	McGram Hill	7			
13	Operating Systems	Shukla, V.	3rd Ed	Sk Kataria & Sons	10			
14	Operating Systems design and implementation	Tanendaum, S.A and Woodwill, A.S.	3rd Ed	Prentice Hall.	10			
15	Programming with Java	Balaguruswamy, E.	5th Ed	Tata Mcgraw Hill Education Private Limited.	10			
16	Information Technology network and Internet	Bhunja, C. T.		Delhi:New Age International (P) Ltd	10			
17	TCP/IP protocol suite	Forouzan, B. A.	4th Ed	United States: McGraw-Hill, Inc	7			
18	Computer networking & the internet	Halsall, F.	5th Ed	U.S.A: Addison Wesley	7			
19	HTML 5 in simple step	Kogent Learning Solutions Inc.		New Delhi: Dreamtech press	7			
20	Data Communications and Networking	Forouzan, B. A.	4th Ed	New York: McGraw Hill.	10			
21	Data & Computer	Stallings, W.	9th Ed	New Jersey: Prentice-Hall	7			



	Communications							
22	Computer Networks	Tanenbaum, S. A.	5th Ed	Boylston: Prentice Hall	10			
23	The Basics of Digital Forensics: The Primer for Getting Started in Digital Forensics	John Sammons		Syngress	5			

Science and Humanities

Sl. No.	Title	Author/s	Edition (Ed)	Publisher	Qty	Unit Price (BTN)	Total Price (BTN)	Remarks
1	Entrepreneurship	Hisrich, R.D, Perters & Michal,P.	5th Edition	Tata McGraw Hill	50			
2	Disciplined Entrepreneurship: 24 Steps to a Successful Startup	Bill Aulet	Latest	John Wiley & Sons Inc.	5			
3	The Startup Owner's Manual: The Step-By-Step Guide for Building a Great Company	Steve Blank & Bob Dorf	1st Edition	K & S Ranch/Overseas Editions New	2			
4	The Lean Startup: How Today's Entrepreneurs Use Continuous Innovation to Create Radically Successful Businesses	Eric Ries	2nd Edition	Crown Business	5			
5	Teaching Entrepreneurship: A Practice-Based Approach	Heidi M. Neck, Patricia G. Greene & Candida G. Brush	Latest	Edward Elgar Pub	2			
6	Financial Management & Accounting	Jain, P.K.	Latest	S. Chand & CO	20			
7	Financial Management	Khan, M. Y & Jain, P.K.	7th Edition	Tata McGraw hill Education Private Limited	5			
8	Basic Financial Management	Khan, M. Y & Jain, P.K.	2nd Edition	Tata McGraw hill Education Private Limited	5			
9	Fundamentals of Financial Accounting	Sehgal. A & Sehgal. D	5th Edition	Taxmann Allied Services (P) Ltd	5			



10	Financial Accounting	Sehgal. D	6th Edition	Taxmann Allied Services (P) Ltd	2			
11	Principles of Management	Koontz H, Heinz W & Aryasri A R	1st Edition	Tata McGraw hill Education Private Limited	10			
12	Project Management: A Systems Approach to Planning, Scheduling, and Controlling	Kerzner H.	10th Edition	Wiley India Pvt. Ltd	5			
13	Case Studies on Entrepreneurship (Vol. I) (Case Study Collection Series)	Priti Krishnan		ICFAI UNIVERSITY PRESS (2007)	2			
14	Applied Project Management: Best Practices on Implementation	Kerzner H.	Latest	John Wiley & Sons	5			
15	Zero to One: Note on Start Ups, or How to Build the Future	Peter Thiel & Blake Masters		Random House (18 September 2014)	5			
16	All In Startup: Launching a New Idea When Everything Is on the Line	by Diana Kander	Latest	John Wiley & Sons	5			
17	Physical Chemistry	Christopher Benson	Latest	Global Media 1819, Bhagirath Palace, Chandni Chowk, Delhi-110 006,	1			
18	Physical Chemistry,	R. Stephen Berry, Stuart A Rice, John Ross	Latest	Oxford University Press, 2000	1			
19	Engineering Chemistry.	Dara, S.S. (2004),	Latest	New Delhi: S. Chand and Co. Ltd	20			
20	Engineering Chemistry	Murthy, N. Krishna., Vallinayagam, P. & Madhavan, D.(2009)	Latest	PHI publishing company, New Delhi.	20			
21	A Textbook of Engineering Chemistry	Sashi Chawla	Third Edition	Dhanpat Rai & Company (Pvt) Ltd	1			
22	Concepts of Physics - I	HC Verma	Latest	Bharat Bhawan Publisher and Distributors	30			
23	Concepts of Physics - II	HC Verma	Latest	Bharat Bhawan Publisher and Distributors	20			



24	Modern Engineering Physics	A S Vasudeva	Latest	S Chand & Company Ltd	2			
25	Fundamental of Physics	Resnick, Halliday and Walker	Latest		30			
26	Engineering Drawing- Plain and Solid Geometry	Bhatt, N.D. and Panchal, V.M	Latest	Charotar Publishing House	50			
27	Engineering Drawing and Graphics	Venugopal, K	Latest	New Age International Publishers.	50			
28	Higher Engineering Mathematics	Grewal, B.S.	Latest	Khanna Publishers.	50			
29	Advanced Engineering Mathematics	Dass, H.K	Latest	S.Chand & Company Ltd.	50			
30	Programming in ANSI C	Balagurusamy, E	Latest	Tata McGraw Hill Education Private Limited.	50			

Renewable Energy

Sl. No.	Title	Author/s	Edition (Ed)	Publisher	Qty	Unit Price (BTN)	Total Price (BTN)	Remarks
1	Biogas from waste and Renewable energy sources-An Introduction (2ed.). Wiley-VCH.	Dieter Deublein & Angelika Steinhauser. (2010).	Latest	Wiley	5			
2	Biogas Production-Pretreatment methods in Anaerobic Digestion (1ed.). New Jersey: John Wiley & Sons, Inc.	Ackmez Mudhoo. (2012).	Latest	New Age International Publishers.	5			
3	Biogas Systems: Policies, Progress and Prospects. New Delhi: New Age International (P) Limited.	Mital, K.M. (1997).	Latest	Springer	5			
4	Biofuel: Securing the Planet's Future energy Needs. Springer-Verlag London Limited.	Ayhan Demirbas. (2009).	Latest	CRC press	5			



5	Biofuels and Bioenergy: Processes and Technologies (Green Chemistry and Chemical Engineering) (0ed.). CRC Press.	Sunggyu Lee & Shah, Y.T.(2012).	Latest	CRC	5			
6	Energy Finance and Economics: Analysis and Valuation, Risk Management, and the Future of Energy (2 ed). New York: Wiley Publishers.	Simkins, B., & Simkins, R. (2013).	Latest	Wiley	5			
7	Fundamentals of Trading Energy Futures and Options. New York: Pennwell Publishers.	Errera, S., & Brown, S.L. (2002).	Latest	Pennwell	5			
8	Energy Economics: Concepts, Issues, Markets and Governance. Colorado: Springer Publisher.	Bhattacharyya, S.C. (2011)	Latest	Springer	5			
9	Energy Management, Audit and Conservation. New Delhi: Vrinda Publications.	De, B.K. (2014)	Latest	Vrinda	5			
10	Power Plant Engineering. New Delhi: SK Katarai & Sons.	Sharma, P.C., (2012).	Latest	S K Kataria and Sons	5			
11	Fundamental of Renewable Energy Sources. New Delhi: Narosa Publishers.	Tiwari, G.N., & Ghoshal, M.K. (2007)	Latest	Narosa Publishers	5			
12	Passive and low energy building design for tropical island climates. London : Commonwealth Secretariat.	Baker,N. (2010).	Latest	Tenergy buildloondonenergy build	5			
13	Green Building Illustrated (3rd ed.). New York: John Wiley & Sons.	Ching, D.K & Shapiro,I., M. (2014).	Latest	John Wiley and Sons	5			



14	Heating, Cooling, Lighting: Sustainable Design Methods for Architects(4th ed.). New York: John Wiley & Sons.	Lechner, N. (2014).	Latest	John Wiley and Sons	5			
15	Passive Low Energy Cooling of Buildings(3rd ed.). New York: John Wiley & Sons.	Mark,D. & Brown,G.,Z.(2014).	Latest	John Wiley and Sons	5			
16	Energy Efficient Building in India. New Delhi: TERI.	Mili Majunder.(2009).	Latest	TERI	5			
17	Stand-alone and hybrid wind energy systems: Technology, energy storage and applications (1ed). Cambridge: Woodhead publishing limited.	Kaldellis, J.K. (2010).	Latest	Wood head publishing	5			
18	Design and Simulation of a Hybrid Renewable Energy System. American University of Beirut, Department of Electrical and Computer Engineering.	Dima Amine Fares. (2009).	Latest		5			
19	Small and Micro Combined Heat and Power (CHP) Systems: Advanced Design, Performance, Materials and Applications (1ed). Cambridge: Woodhead Publishing.	Beith, R.(2011).	Latest	Wood head publishing	5			
20	Wind Power Electric Systems: Modeling, Simulation and Control (Green Energy and Technology). London: Spinger.	Djamila Rekioua.(2014	Latest	Springer	5			
21	Energy Storage: Fundamentals Materials and Applications (2 ed). London: Springer.	Robert A.Huggins. (2015).	Latest	London	5			



22	Modelling and Controlling Hydropower Plants (Advances in Industrial Control). London: Springer.	German Ardul Munoz-Hernandez, Sa'ad Petrous Mansoor & Dewi Ieuan Jones. (2012).	Latest	Springer	5			
23	Modeling of Photovoltaic System using MATLAB: Simplified Green Codes (1ed). New Jersey: John Wiley & Sons.	Tamer khatib & Wilfried Elmenreich.(2016).	Latest	John Wiley and Sons	5			
24	Introduction to Physical Modeling (2 ed.). Kent,UK: Academic Press	Wellstead, E.P. (2005)	Latest	Academic Press	5			
25	Simulation, Modeling and Analysis (4 ed.). UK: McGraw-Hill.	Law, A. M. (2006)	Latest	McgrawHill	5			
26	Modelling of Dynamic Systems (1 ed.) Englewood Cliffs, New Jersey: PTR Prentice Hall.	Ljung, L. Glad & Torkel (1994)	Latest	Prentice Hall	5			
27	System Identification: Theory for the User (2 ed.). New Jersey: PTR Prentice Hall	Ljung, L. (1999)	Latest	Prentice Hall	5			
28	Dynamic Systems Modeling, Simulation, and Control (2nd ed.). Kent,UK: Wiley	Raymond, C.K & Craig, A.K (2006)	Latest	John Wiley and Sons	5			
29	Solar Engineering of Thermal Processes (4 ed.). New York: John Wiley and Sons Inc.	Duffie, J. A., & Beckman, W. A. (2014)	Latest	John Wiley and Sons	5			
30	Wind Energy Explained: Theory, Design and Application (2 ed.). New York: John Wiley & Sons Inc.	Manwell, J. F., McGowan, J. G., & Rogers, A. L. (2010).	Latest	John Wiley and Sons Inc	5			



31	Wind and Solar Power Systems: Design, Analysis and Operation (2 ed.). New York: Taylor & Francis CRC Press.	Patel, M. R. (2005).	Latest	Taylor & Francis CRC Press	5			
32	Wind Energy: An Introduction. New York: Taylor & Francis CRC Press.	El-Sharkawi, M. A. (2015).	Latest	CRC Press	5			
33	Thermodynamics: An Engineering Approach (8 ed.). New Delhi: McGraw-Hill.	Cengel, Y. A. & Boles, M. A. (2015).	Latest	McGraw Hill	5			
34	Fundamentals of Engineering Thermodynamics (8ed.). England: John Wiley & Sons Ltd.	Moran, M. J. & Shapiro, H. N. (2015).	Latest	John Wiley and Sons	5			
35	Engineering Thermodynamics (4 ed.) New Delhi: Tata McGraw-Hill.	Nag, P.K. (2006).	Latest	McGraw Hill	5			
36	The ecology of building materials. Oxford: Architectural Press.	Berge, B. (2001).	Latest	Architectural Press	5			
37	Sustainable Construction: Green Building Design and Delivery. (3 ed.). New York: John Wiley & Sons.	Charles J., K. (2012).	Latest	John Wiley and Sons	5			
38	Green from the ground up: Sustainable, healthy, and energy efficient home construction. USA: The Taunton Press.	Gibson, S. & Johnston, D. (2008)	Latest	Taunton	5			
39	Sustainable design: Ecology, Architecture, and Planning. Hoboken: Wiley.	Williams, D. E. (2007)	Latest	Hoboken	5			
40	Architecture and the environment – Bio climatic building design. London: Laurence king Publishers.	Lloyd, D. (1998).	Latest	Laurence king Publishers	5			



41	Passive cooling of buildings, Advances of Solar Energy, ISES. London: James and James Science Publishers.	Santamouris, M.(2005).	Latest	E, ISES. London: James and James Science Publishtecof Solng of buildings, Advances of Solar Energy, ISES. London: James and James Science Publishers.ic AIEcavenames	5			
42	Understanding Clean Energy and Fuels from Biomass. New Delhi: Wiley India Pvt. Limited.	Mukunda, H.S. (2011).	Latest	Biaindndiaa	5			
43	Handbook of Plant-Based Biofuels. London: CRC Press.	Pandey, A. (2009).	Latest	C CRC Kataria and Press	5			
44	Biomass to Renewable Energy Processes. Florida: CRC Press/Taylor & Francis Group.	Cheng, J.J. (2009)	Latest	Francis	5			
45	Biogas Systems: Principles and Applications. New Delhi: New Age International Ltd.	Mittal, K.M. (1996)	Latest	International	5			
46	Non Conventional Energy Sources. New Delhi: Khanna Publication.	Rai, G.D. (2001).	Latest	Khanna Publication	5			
47	Power Electronics and Variable Frequency Drives: Technology and Applications (1 ed.). New York: Institute of Electrical and Electronics Engineers, Inc.	Bose, B. K. (1996).	Latest	Engineers	5			
48	Wind Energy Explained: Theory, Design and Application (2 ed.). New York: John Wiley and Sons Inc.	Manwell, J. F., McGowan J. G., & Rogers, A. L. (2010)	Latest	Springer	5			



49	Wind and Solar Power Systems: Design, Analysis and Operation (2 ed.). New York: Taylor & Francis CRC Press.	Patel, M. R. (2005).	Latest	CRC	5			
50	Solar Engineering of Thermal Processes (4 ed.). New York: John Wiley and Sons Inc.	Duffie, J. A., & Beckman, W. A. (2014).	Latest		5			
51	Distributed Power Generation: Planning and Evaluation. New York: CRC Press Taylor & Francis Group.	Willis, H.L., & Scott, W.G (2000).	Latest	CRC Press Taylor & Francis Group	5			
52	Integration of Distributed Generation in the Power System (1 ed.). New Jersey: John Wiley & Sons, Inc.	Bollen, M. H., & Hassan, F. (2011).	Latest	John Wiley and Sons, Inc	5			
53	Distributed Generation (Renewable Energy). London: The Institution of Engineering and Technology.	Jenkins, N., Ekanayake, J. B., & Strbac, G. (2010).	Latest		5			
54	Power Distribution Engineering: Fundamentals and Applications, New York: Marcel Dekker Inc.	Burke, J.J. (1994),	Latest	Marcel Dekker Inc	5			
55	Distributed Generation. Croatia: InTech. Retrieved from http://www.intechopen.com/books/how-to-link/distributed-generation	Gaonkar, D. N. (2010).	Latest	InTech. Retrieved from http://www.intechopen	5			
56	Integration of Green and Renewable Energy in Electric Power Systems (1 ed.). New Jersey: John Wiley & Sons, Inc.	Keyhani, A., Marwali, M. N., & Dai, M. (2009).	Latest	Wiley and Sons, Inc	5			
57	The Smart Grid: Enabling Energy Efficiency and Demand Response. London: CRC Press.	Gellings, C.W. (2011).	Latest	CRC Press	5			



58	Smart Grid:Technology and Applications (1ed). UK: John Wiley & Sons, Ltd.	Ekanayake, J., Jenekins, N., Liyanage, K., Wu, J., &Yokoyama, A. (2012)	Latest	Springer	5			
59	SMART GRID: Fundamentals of Design and Analysis (1 ed). New Jersey: Wiley-IEEE press.	Momoh, J. (2012).	Latest		5			
60	Synchronized Phasor Measurements and Their Applications (Power Electronics and Power Systems). New York: Springer.	Phadke, A.G., Thorp, J.S. (2008).	Latest		5			
61	Design of Smart Power Grid Renewable Energy Systems. New Jersey: A John Wiley & Sons, Inc.	Keyhani, A. (2011).	Latest	A John Wiley & Sons, Inc	5			
62	Renewable energy integration: Challenges and Solutions. Singapore: Springer-Verlag.	Jahangir Hossain & Apel Mahmud. (2014).	Latest	Springer-Verlag	5			
63	Renewable energy integration: practical management of variability, uncertainty and flexibility in power grids (1st ed.). USA, UK: Elsevier Academic Press.	Jones, L.E. (2014).	Latest	Academic	5			
64	Control of Power Inverters in Renewable Energy and Smart Grid Integration (1st ed.). Wiley-IEEE Press.	Qing-Chang Zhong & Tomas Hornik. (2013)	Latest	IEEE	5			
65	Smart grid: integrating renewable, distributed, and efficient energy (1st ed.). Academic Press.	Sioshansi, F. (2011).	Latest		5			



66	Solar Energy: Principles of Thermal Collection and Storage (2 nd ed.). New Delhi: Tata McGraw-Hill Pub. Co.	Sukhatme, S.P. (1996).	Latest	Pub	5			
67	Renewable Energy: its physics, engineering, use, environmental impacts, economy and planning aspects (3rd ed.). USA, New York: Elsevier Academic Press	Sorensen, B. (2004).	Latest	Else head publishing	5			
68	Solar Energy Fundamentals and Applications (8th ed.). New Delhi: Tata McGraw Hill Pub. Co.	Garg, H.P. & Prakash, J. (2007).	Latest		5			
69	Solar Thermal Engineering System. New Delhi: Narosa Publishing House.	Tiwari, G.N. & Suneja, S. (1997).	Latest	Publishing House	5			
70			Latest					
71	Biogas Technology: towards sustainable development. New Delhi: The Energy Resource Institute (TERI).	Khoiyangbam, R.S. Navindu Gupta, Sushil Kumar (2011)	Latest	Institute	1			
72	Small-Scale Rural Biogas Programmes: A handbook. UK: Practical Action.	David Fulford. (2016).	Latest	Practical Action	1			
73	Biofuels Alternative feedstocks and Conversion Processes (1ed). New York: Academic Press.	Pandey, A. Larroche, C. Ricke, S.C. Dussap, C.G. Gnansounou, E. (2011).	Latest		1			
74	Advance Renewable Energy Recourses, Great Britain: Royal Society of Chemistry.	Tiwari, G.N., & Mishra, R.K. (2012)	Latest	Royal Society of Chemistry	1			
75	Wind Energy: Fundamentals, Resource Analysis and Economics, Springer Publishers.	Mathew, S. (2006)	Latest	Springer	1			



76	Economics and Management of Competitive Strategy, World Scientific Publishing Company.	Spulber, D.F., (2009).	Latest	Company	1			
77	Energy and Management, Springer Publisher.	Loulou, R., & Waaub, J. (2010).	Latest	Springer Publisher	1			
78	International Handbook on the Economics of Energy, UK: Edward Elgar Publishers.	Evans, J., & Hunt, L. C. (2009).	Latest	Edward Elgar Publishers	1			
79	Principles of Economics, (7 ed). USA: Cengage Learning,	Mankiw, N.G. (2014).	Latest	Cengage	1			
80	Future Energy: Improved, Sustainable and Clean Options for our Planet (2 ed).	Letcher, T.M., (2013)	Latest	Planet	1			
81	Design Energy Simulation for Architects: Guide to 3D Graphics. UK: Routledge.	Anderson, K.(2014)	Latest	UK	1			
82	Sustainable Facades: Design Methods for High-Performance Building Envelopes. New York: John Wiley & Sons.	Aksamija,A.(2013).	Latest	Mce Sontebigh-acades: Design Methods for Highah F fhuinables.	1			
83	Sustainable Design: A Critical Guide (Architecture Briefs). Princeton Architectural Press.	Bergman,D. (2012).	Latest		1			
84	Energy, Ecology and Environment. New Delhi: Capital Publishing Company.	Kaushika, N.D. (2006).	Latest	Capital Publishing Company	1			
85	Passive solar Architecture pocket reference book. London: Earthscan.	Haggard,K., Bainbridge, D.&Aljilani,R.(2010).	Latest	Earthscan	1			



86	GRIHA, An evaluation tool to help design, build, operate, and maintain a resource-efficient built environment. Ministry of New and Renewable Energy, Government of India and The Energy and Resources Institute New GRIHA Manual, Vol. 1.	Introduction to National Rating System (2010) .	Latest	Vol. 1	1			
87	India Green Building Manual from Indian Green Building Council.	LEED-NC (2011).	Latest	Council	1			
88	Designing with Nature: The Ecological Basis for Architectural Design. New York: McGraw-Hill.	Yeang, K. (2011)	Latest	Shenche E	1			
89	Renewable Energy resources (2edn). Oxon, U.K: Taylor & Francis Chapter 13.	Twidell, J. & Weir, T (2010).	Latest	Taylor & Francis Chapter 13	1			
90	Renewable Energy System Design. New York: Academic Press.	Ziyad Salameh (2014)	Latest	Academic	1			
91	Nanotechnology, Solar, Wind, and Hybrid Alternative Energy: Global Leadership Perspectives. AuthorHouse	Dr. Joseph U. Aluya & Dr. Ossian L. Garraway. (2010)	Latest	Perspectives	1			
92	Wind and Solar Power Systems: Design, Analysis and Operation (2 ed). New York: CRC Press.	Mukund R. Patel. (2005).	Latest	Analysis and Operation Sra Analysis and Operation (2 ed). New York: CRC Prestand esign, Analysis Power Systems: Design, Analysis and Operation (2 ed). New York: CRC Press. Y SlnYiagperation (2 ed). New York:.	1			
93	Theory of Modeling and Simulation (2 ed.) Kent, UK:	Zeigler, B. P, Praehofer, H. & Kim, T. G. (2000)	Latest	Springer	1			



	Academic Press							
94	Modelling and Analysis of Dynamic Systems (3 ed.). Kent, UK: Academic Press	Charles, M. C., Frederick, D.K., Jonathan, C. & John, N.W (2001)	Latest	Springer	1			
95	Wind energy systems (2 ed.). New York: Prentice Hall Inc.	Gray, L. J. (2010).	Latest	Hall	1			
96	Non-conventional Energy sources (2 ed.). New Delhi: Tata McGraw-Hill.	Khan, B. H. (2009).	Latest	McGraw	1			
97	Wind Power Technology (2 ed.). New Delhi: PHI Learning.	Joshua, E. (2015).	Latest	P PHI Kataria and Learning	1			
98	Power Electronics for Renewable and Distributed Energy Systems - A Sourcebook of Topologies, Control and Integration. Colorado: Springer-Verlag.	Chakraborty, S., Simões, M. G., & Kramer, W. E. (2014).	Latest	Springer-Verlag	1			
99	Power Generation through Renewable Sources of Energy. New Delhi: Tata McGraw Hill.	Pai, B. R., & Prasad, R. (2015).	Latest	Tata McGraw Hill	1			
100	Basic Engineering Thermodynamics (3 ed.) New Delhi: Tata McGraw-Hill.	Choudhury, T.R. (2001).	Latest		1			
101	Thermodynamics and Heat Power Engineering: Volume -2 (4 ed.). India: Jain Brothers.	Mathur, M.L., & Mehta, F.S. (1999).	Latest		1			
102	Engineering Thermodynamics (5 ed.). Singapore: John Wiley & Sons Inc.	Johns, J.B., & Hawkins, G.A. (2006).	Latest	Sons Inc	1			
103	Basic Engineering Thermodynamics (3 ed.). England: Oxford University Press.	Whaley, (2002).	Latest		1			



104	Green building: Guidebook for sustainable architecture. New York: Springer.	Bauer, M., M'sle, P. & Schwarz, M. (2009).	Latest	Springer	1			
105	Sustainable Design: A Critical Guide. Princeton Architectural Press.	Bergman, D. (2012)	Latest	A A Kataria and Press	1			
106	An Assessment of the Energy and Water Embodied in Commercial Building Construction. 4th Australian LCA Conference, Sydney.	Crawford, R. H., & Treloar, G. J..(2005)	Latest	Sydney	1			
107	Alternative Construction: Contemporary Natural Building Methods. Australia: John Wiley & Sons.	Elizabeth,L., & Adams, C. (2005)	Latest	John Wiley & Sons	1			
108	The green studio handbook: Environmental strategies for schematic design. Burlington: Architectural Press.	Kwok, A. & Grondzik, W. (2007).	Latest	Architectural Press	1			
109	Energy from Biomass: A Review of Combustion and gasification Technologies (World Bank Technical Papers). Washington, DC: World Bank Publications.	Stassen, H.E., Quaak, P., & Knoef, H. (1999).	Latest	Worl head publishing	1			
110	Biomass, Energy, and Environment: A Developing Country Perspective from India (1 ed.). Oxford: Oxford University Press.	Ravindranath, N.H., & Hall, D.O.(1995)	Latest	Springer	1			
111	Anaerobic Biotechnology for Industrial Wastewaters. Nashville, TN: Archae Press.	Speece, R. (1996).	Latest	Archae Press	1			



112	Wind energy system. New York: Prentice Hall Inc.	Gray, L. J. (1985).	Latest	Prentice Hall Inc	1			
113	Wind Electrical Systems, Oxford: Oxford University Press.	Bhadra, S. N., Kastha, D., & Banerjee, S. (2009).	Latest	O U Kataria and Press	1			
114	Wind Power in Power Systems. New York: John Wiley & Sons Ltd.	Ackermann, T. (2012).	Latest	John Wiley & Sons Ltd	1			
115	Wind Power Technology. New Delhi: Prentice-Hall of India Pvt Ltd.	Earnest, J. (2014).	Latest	Prentice-Hall of India Pvt Ltd	1			
116	Power Electronics for Renewable and Distributed Energy Systems - A Sourcebook of Topologies, Control and Integration. London: Springer-Verlag London.	Chakraborty, S., Simões, M. G., & Kramer, W. E. (2013).	Latest	Springer-Verlag London	1			
117	Municipal solid waste to Energy conversion process: Economic, Technical and renewable comparison. New York: John Wiley & Sons Inc.	Young, G. C. (2010).	Latest	John Wiley & Sons Inc	1			
118	Electrical Distribution Engineering (3 ed.). Lilburn: Fairmont Press.	Pansini, A. J. (2007).	Latest	F F Kataria and Press	1			
119	Distribution System Modeling and Analysis (3 ed.). New York: CRC Press Taylor & Francis Group.	Hersting, W. H. (2012).	Latest	New York: A Y GroutetSystem Modeling and Analysis (3 ed.). New York: CRC Press Taylor & Francis Group.rr Sn)riibutionnork: CRC Press Taylor .	1			
120	Power Distribution Planning Reference Book (2 ed.). New York: Marcel Dekker Inc.	Willis, H. L. (2004).	Latest	Dekker	1			



121	Distributed Generation: The power paradigm for the new millennium. New York: CRC Press Taylor & Francis Group.	Borbely, A. M. & Kreider, J. F. (2001),	Latest	CRC Press Taylor & Francis Group	1			
122	Renewable energy resources (3 ed.). New York: Taylor & Francis Publications.	Twidell, J., & Weir, T. (2015).	Latest	Francis	1			
123	Smart Grids. London: Wiley & Sons, Inc.	Sabonnadiere, J. C., & Hadjsaid, N. (2012).	Latest	Wiley & Sons, Inc	1			
124	Securing the Smart Grid: Next generation Power Grid security (1 ed.). USA: Elsevier Inc.	Flick, T. & Morehouse, J. (2011).	Latest	Elsevier	1			
125	Integration of alternative sources of energy. Hoboken: John Wiley and Sons.	Farret, F.A. and Simões, M.G. (2006)	Latest	and	1			
126	Integration of distributed generation in the power system. Hoboken, New Jersey: Wiley-IEEE Press, ISBN 9780470643372.	Bollen, M.H.J. and Hassan, F. (2011).	Latest	Wiley-IEEE Press, ISBN 9780470643372	1			
127	Integration of green and renewable energy in electric power systems. Wiley, ISBN 9780470187760.	Keyhani, A., Marwali, M.N. & Dai, M. (2009)	Latest	Inand renintegration of green and renewable energy in electric power systems. wipowerand ren	1			
128	Smart Grids: Infrastructure, Technology, and Solutions. New York: CRC Press.	Stuart Borlase. (2012).	Latest	CRC Press	1			
129	Laboratory Manual on Solar Thermal Experiments. New Delhi: Narosa Publishing House.	Grag, H.P. & Kandpal, T.C. (1999).	Latest	Narosa Publishing House	1			
130	Thermal Energy Storage. Wiley.	Diner, I & Rosen, M.A. (2002).	Latest	Storage. Wiley	1			



131	Solution manual for Thermodynamics: An Engineering Approach	Cengel, Y. A. & Boles, M. A. (2015).	8th Edition	New Delhi: McGraw-Hill.				
132	Solution manual for Fundamentals of Engineering Thermodynamics	Moran, M. J. & Shapiro, H. N. (2015).	8th Edition	England: John Wiley & Sons Ltd				
133	Solution manual for Engineering Thermodynamics	Nag, P.K. (2006).	4th Edition	New Delhi: McGraw-Hill.				
Total Amount:								

Name of Bidder _____

Signature of Bidder _____

Date _____



PART 2 – Supply Requirements



Section VI: Schedule of Supply**Contents**

1. List of Goods and Delivery Schedule	45
2. List of Related Services and Completion Schedule	46
3. Technical Specifications	47
5. Inspections and Tests	48



Notes for Preparing the Schedule of Supply

The Schedule of Supply shall be included in the Bidding Documents by the Purchaser, and shall cover, at a minimum, a description of the Goods and Services to be supplied and the delivery schedule.

The objective of the Schedule of Supply is to provide sufficient information to enable Bidders to prepare their Bids efficiently and accurately, in particular the Price Schedule, for which a form is provided in Section IV. In addition, the Schedule of Supply, together with the Price Schedule, should serve as a basis in the event of quantity variation at the time of award of Contract pursuant to ITB Clause 44.

The date or period for delivery should be carefully specified, taking into account (a) the implications of delivery terms stipulated in the Instructions to Bidders pursuant to the *Incoterms* rules (i.e., EXW; or CIF, CIP, FOB, FCA where “delivery” takes place when the Goods are delivered **to the carriers**), and (b) the date prescribed herein from which the Purchaser’s delivery obligations start (i.e., notice of award, contract signature, opening or confirmation of the letter of credit).



1. List of Goods and Delivery Schedule

[The Purchaser shall fill in this table, with the exception of the column “Bidder’s Offered Delivery Date”, which is to be filled by the Bidder]

Line Item No	Description of Goods	Quantity	Physical unit	Final (Project Site) Destination as specified in BDS	Delivery Date		
					Earliest Delivery Date	Latest Delivery Date	Bidder’s Offered Delivery Date <i>[to be provided by the Bidder]</i>
<i>All the items</i>	<i>As per the price schedule in Section IV</i>	<i>As per the BoQ in price schedule in section IV</i>	<i>Nos.</i>	<i>College of Science & Technology, Kharbandhi, Phuentsholing, Bhutan</i>	<i>Within 45 days from the date of Purchase order</i>	<i>Within 60 days from the date of purchase order</i>	



2. List of Related Services and Completion Schedule

Service	Description of Service	Quantity¹	Physical Unit	Place where Services shall be performed	Final Completion Date(s) of Services
1.	<i>Replacement for the damaged books & Duplicate copy, inferior quality and out of specification books</i>	<i>As per BoQ in section IV</i>	<i>Nos</i>	<i>College of Science & Technology, Kharbndhi, Bhutan</i>	<i>Within 30 days from the date of notice.</i>



3. Technical Specifications

The purpose of the Technical Specifications (TS) is to define the technical characteristics of the Goods and Related Services required by the Purchaser. The Purchaser shall prepare the detailed TS taking into account that:

- *The TS constitute the benchmarks against which the Purchaser will verify the technical responsiveness of Bids and subsequently evaluate the Bids. Therefore, well-defined TS will facilitate preparation of responsive Bids by Bidders, as well as examination, evaluation and comparison of the Bids by the Purchaser.*
- *The TS shall require that all goods and materials to be incorporated in the Goods be new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided for otherwise in the Contract.*
- *The TS shall make use of best practices. Samples of specifications from successful similar procurements may provide a sound basis for drafting the TS.*
- *Standardizing technical specifications may be advantageous, depending on the complexity of the Goods and the repetitiveness of the type of procurement. Technical Specifications should be broad enough to avoid restrictions on workmanship, materials and equipment commonly used in manufacturing similar kinds of Goods.*
- *Standards for equipment, materials and workmanship specified in the Bidding Documents shall not be restrictive. Recognized international standards should be specified as much as possible. Reference to brand names, catalogue numbers or other details that limit any materials or items to a specific manufacturer should be avoided as far as possible. Where unavoidable, such item description should always be followed by the words "or equivalent or higher." When other particular standards or codes of practice are referred to in the TS a statement should follow to the effect that other authoritative standards that ensure at least a substantially equal quality will also be acceptable.*
- *Technical Specifications shall be fully descriptive of the requirements in respect of, but not limited to, the following:*
 - (a) *Standards of materials and workmanship required for the production and manufacturing of the Goods.*
 - (b) *Detailed tests required (type and number).*
 - (c) *Other additional work and/or Related Services required to achieve full delivery/completion.*
 - (d) *Detailed activities to be performed by the Supplier, and participation of the Purchaser therein.*
 - (e) *List of detailed functional guarantees covered by the Warranty and the specification of the liquidated damages to be applied in the event that such guarantees are not met.*
- *The TS shall specify all essential technical and performance characteristics and requirements, including guaranteed or acceptable maximum or minimum values, as appropriate. Whenever necessary, the Purchaser shall include an additional ad-hoc bidding form (to be an Attachment to*



the Bid Submission Sheet), where the Bidder shall provide detailed information on such technical performance characteristics in respect of the corresponding acceptable or guaranteed values.

When the Purchaser requests that the Bidder provides in its Bid a part or all of the Technical Specifications, technical schedules or other technical information, the Purchaser shall specify in detail the nature and extent of the required information and the manner in which it has to be presented by the Bidder in its Bid.

[If a summary of the Technical Specifications (TS) has to be provided, the Purchaser shall insert information in the table below. The Bidder shall prepare a similar table to justify compliance with the requirements]

“Summary of Technical Specifications. *The Goods and Related Services shall comply with following Technical Specifications and Standards:*

Item No	Name of Goods or Related Service	Technical Specifications and Standards
<i>All the items</i>	<i>All the books as in the BoQ</i>	<ol style="list-style-type: none"> <i>1. The books have to be new and unused.</i> <i>2. Damaged books will not be accepted. Bidders should be responsible for any damage caused during the transaction.</i> <i>3. Books of inferior quality will be returned and are to be replaced within 30 days.</i> <i>4. Books not as required specifications will be returned and replaced within 30 days</i> <i>5. INCOTERMS 2015 version</i>



PART 3 - CONTRACT



Section VII. General Conditions of Contract

Table of Clauses

1.	Definitions	89
2.	Contract Documents	90
3.	Fraud and Corruption	90
4	Interpretation	91
5	Language.....	92
6	Joint Venture, Consortium or Association.....	92
7	Eligibility.....	93
8	Notices	93
9	Governing Law	93
10	Settlement of Disputes.....	93
11	Inspections and Audit	94
12	Scope of Supplies.....	94
13	Delivery and Documents.....	94
14	Supplier's Responsibilities.....	94
15	Purchaser's Responsibilities.....	94
16	Contract Price	94
17	Terms of Payment	95
18	Taxes and Duties	95
19	Performance Security	95
20	Copyright	96
21	Confidential Information.....	96
22	Subcontracting	97



23	Specifications and Standards	97
24	Packing and Documents	98
25	Insurance	98
26	Transportation	98
27	Inspections and Tests	98
28	Liquidated Damages	99
29	Warranty	99
30	Patent Indemnity	100
31	Limitation of Liability	101
32	Change in Laws and Regulations	101
33	Force Majeure	101
34	Change Orders and Contract Amendments	102
35	Extensions of Time	102
36	Termination	103
37	Assignment	104



Section VII. General Conditions of Contract

1. Definitions

- 1.1 The following words and expressions shall have the meanings hereby assigned to them:
- (a) **Award of Contract** means the decision of the Purchaser to enter into a Contract with the Supplier for supply and delivery of the specified Goods, including any Related Services.
 - (b) **Bid** means an offer to supply Goods, including any Related Services, made in accordance with the terms and conditions set out in the Bidding Documents that preceded the placement of the Contract of which these GCC form a part. The term “tender” is synonymous with the term “Bid”.
 - (c) **Bidder** means an eligible individual or legal entity that participated in the bidding process governed by the Bidding Documents that preceded the placement of the Contract of which these GCC form a part.
 - (d) **Bidding Documents** means the set of Bidding Documents that preceded the placement of the Contract of which these GCC form a part, which were sold or issued by the Purchaser to potential Bidders, and in which the specifications, terms and conditions of the proposed procurement were prescribed.
 - (e) **Contract Documents** means the documents listed in the Contract Agreement, including any amendments thereto.
 - (f) **Contract Price** means the price payable to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions therefrom as may be made pursuant to the Contract.
 - (g) **Day** means calendar day.
 - (h) **Delivery** means the transfer of the Goods from the Supplier to the Purchaser in accordance with the terms and conditions set forth in the Contract Documents.
 - (i) **GCC** means the General Conditions of Contract.
 - (j) **Goods** means all of the commodities, raw materials, machinery and equipment, and/or other materials, including any object in solid, liquid or gaseous form that has an economic utility or value and which can be exchanged or traded, that the Supplier is required to supply to the Purchaser under the Contract.
 - (k) The **Project Site**, where applicable, means the place named in the SCC.
 - (l) **Purchaser** means the entity purchasing the Goods and Related Services, as specified in the SCC.



- (m) **Related Services** means the services incidental to the supply of the Goods, such as insurance, installation, training and initial maintenance and other obligations of the Supplier under the Contract
- (n) **SCC** means the Special Conditions of Contract.
- (o) **Subcontractor** means any natural person, private or government entity, or a combination thereof, including its legal successors and permitted assigns, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.
- (p) **Supplier** means the natural person, private or government entity, or a combination of the above, whose Bid to perform the Contract has been accepted by the Purchaser and is named as such in the Agreement, and includes the legal successors or permitted assigns of the Supplier.

2. Contract Documents

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

3. Fraud and Corruption

- 3.1 If the Purchaser determines that the Supplier has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for or in executing the Contract then the Purchaser may, after giving fourteen (14) days notice to the Supplier, terminate the Supplier's employment under the Contract and cancel the Contract, and the provisions of GCC Clause 36 shall apply as if such termination has been made under GCC Sub-Clause 36.1.
- 3.2 Should any employee of the Supplier be determined to have engaged in corrupt, fraudulent, collusive, coercive or obstructive practice during the purchase of the Goods, then that employee shall be removed.
- 3.3 For the purposes of this Sub-Clause:
- (a) “corrupt practice”⁸ is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value⁹ to influence improperly the actions of another party;
 - (b) “fraudulent practice”¹⁰ is any intentional act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a

⁸ “another party” refers to a public official acting in relation to the procurement process or contract execution. In this context, “public official” includes staff and employees of other organizations (including any institutions providing finance for the Goods) taking or reviewing procurement decisions.

⁹ “anything of value” includes, but is not limited to, any gift, loan, fee, commission, valuable security or other asset or interest in an asset; any office, employment or contract; any payment, discharge or liquidation of any loan, obligation or other liability whatsoever, whether in whole or in part; any other services, favour or advantage, including protection from any penalty or disability incurred or apprehended or from any action or proceeding of a disciplinary or penal nature, whether or not already instituted and including the exercise or the forbearance from the exercise of any right or any official power or duty.



	<p>financial or other benefit or to avoid an obligation;</p> <p>(c) “collusive practice”¹¹ is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;</p> <p>(d) “coercive practice”¹² 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;</p> <p>(e) “obstructive practice” is</p> <p>(i) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order materially to impede any investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or</p> <p>(ii) acts intended materially to impede the exercise of the inspection and audit rights of the Purchaser and/or any other relevant RGoB agency provided for under GCC Clause 11.</p> <p>3.4 Any communications between the Supplier and the Purchaser related to matters of alleged fraud or corruption must be made in writing.</p>
	<p>4 Interpretation</p> <p>4.1 If the context so requires it, singular means plural and vice versa.</p> <p>4.2 Incoterms</p> <p>(a) Unless inconsistent with any provision of the Contract or otherwise specified in the SCC, the meaning of any trade term and the rights and obligations of parties thereunder shall be as prescribed by Incoterms.</p> <p>(b) The terms EXW, CIF, CIP and other similar terms, when used, shall be governed by the rules prescribed in the current edition of Incoterms specified in the SCC and published by the International Chamber of Commerce in Paris, France.</p> <p>4.3 Entire Agreement</p> <p>The Contract constitutes the entire agreement between the Purchaser and the Supplier and</p>

¹⁰ a “party” refers to a public official; the terms “benefit” and “obligation” relate to the procurement process or contract execution; and the “act or omission” is intended to influence the procurement process or contract execution.

¹¹ “parties” refers to participants in the procurement process (including public officials) and an “improper purpose” includes attempting to establish bid prices at artificial, non competitive levels.

¹² a “party” refers to a participant in the procurement process or contract execution.



supersedes all communications, negotiations and agreements (whether written or oral) of the parties with respect thereto made prior to the date of Contract.

4.4 Amendment

No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.

4.5 Non-waiver

- (a) Subject to GCC Sub-Clause 4.5 (b) below, no relaxation, forbearance, delay or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.
- (b) Any waiver of a party's rights, powers or remedies under the Contract must be in writing, dated and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

4.6 Severability

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

5 Language

- 5.1 The Contract, as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Purchaser, shall be written in the language specified in the SCC. 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 the language specified in the SCC, in which case, for purposes of interpretation of the Contract, the translation shall govern.
- 5.2 The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation, for documents provided by the Supplier.

6 Joint Venture, Consortium or Association

- 6.1 If the Supplier is a joint venture, consortium or association, all of the parties shall be jointly and severally liable to the Purchaser for the fulfillment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the joint venture, consortium or association. The composition or the constitution of the joint venture, consortium or association shall not be altered without the prior consent of the Purchaser.



7 Eligibility

- 7.1 The Supplier and its Subcontractors shall have the nationality of an eligible country. A Supplier or Subcontractor shall be deemed to have the nationality of a country if it is a citizen or constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of that country.
- 7.2 All Goods and Related Services to be supplied under the Contract shall have their origin in Eligible Countries. For the purpose of this Clause, origin means the country where the Goods have been grown, mined, cultivated, produced, manufactured or processed; or through manufacture, processing or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.

8 Notices

- 8.1 Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the SCC. The term “in writing” means communicated in written form, including electronic communication, with proof of receipt.
- 8.2 A notice shall be effective when delivered or on the notice’s effective date, whichever is later.

9 Governing Law

- 9.1 The Contract shall be governed by and interpreted in accordance with the laws of Bhutan.

10 Settlement of Disputes

- 10.1 The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
- 10.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute. No arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract. Arbitration proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 10.3 Notwithstanding any reference to arbitration herein,
- (a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
 - (b) the Purchaser shall pay the Supplier any monies due the Supplier.



11 Inspections and Audit

- 11.1 The Supplier shall permit the Purchaser and/or persons appointed by the Purchaser to inspect the Supplier's offices and/or the accounts and records of the Supplier and its Subcontractors relating to the performance of the Contract, and to have such accounts and records audited by auditors appointed by the Purchaser if so required by the Purchaser. The Supplier's attention is drawn to GCC Clause 3, which provides, inter alia, that acts intended materially to impede the exercise of the inspection and audit rights provided for under this GCC Sub-Clause 11.1 constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility under ITB Sub-Clause 2.1 (c) of the Instructions to Bidders that preceded the placement of the Contract of which these GCC form a part).

12 Scope of Supplies

- 12.1 The Goods and Related Services to be supplied shall be as specified in the Schedule of Supply.
- 12.2 Unless otherwise stipulated in the Contract, the Supply shall include all such items not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining Delivery of the Goods and Completion of the Related Services as if such items were expressly mentioned in the Contract.

13 Delivery and Documents

- 13.1 Subject to GCC Sub-Clause 34.1, the delivery of the Goods and completion of the Related Services shall be in accordance with the delivery and completion requirements specified in the Schedule of Supply. The details of shipping and other documents to be furnished by the Supplier are specified in the SCC.

14 Supplier's Responsibilities

- 14.1 The Supplier shall supply all the Goods and Related Services included in the Scope of Supplies in accordance with GCC Clause 12, and the delivery and completion requirements as per GCC Clause 13.

15 Purchaser's Responsibilities

- 15.1 Whenever the supply of Goods and Related Services requires that the Supplier obtain permits, approvals and/or import and other licenses or similar permissions from Bhutanese public authorities, the Purchaser shall, if so required by the Supplier, use its best efforts to assist the Supplier in complying with such requirements in a timely and expeditious manner, but without incurring any costs.

16 Contract Price

- 16.1 The Contract Price shall be as specified in the Contract Agreement subject to any additions and adjustments thereto or deductions therefrom as may be made pursuant to the Contract.
- 16.2 Prices charged by the Supplier for the Goods supplied and the Related Services performed



under the Contract shall not vary from the prices quoted by the Supplier in its Bid, with the exception of any price adjustments authorized in the SCC.

17 Terms of Payment

- 17.1 The Contract Price, including any Advance Payments, if applicable, shall be paid as specified in the SCC.
- 17.2 The Supplier's request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed, and by the documents submitted pursuant to GCC Clause 13 and upon fulfillment of all the obligations stipulated in the Contract.
- 17.3 Payments shall be made promptly by the Purchaser, no later than thirty (30) days after the submission of verified invoice or request for payment by the Supplier, and the Purchaser has accepted it.
- 17.4 The currencies in which payments shall be made to the Supplier under this Contract shall be those in which the Bid Price is expressed.
- 17.5 In the event that the Purchaser fails to pay the Supplier any payment by its due date or within the period set forth in the SCC, the Purchaser shall pay to the Supplier interest on the amount of such delayed payment at the rate shown in the SCC, for the period of delay until payment has been made in full, whether before or after judgment or arbitrage award.

18 Taxes and Duties

- 18.1 For Goods manufactured outside Bhutan the Supplier shall bear and pay all applicable taxes, stamp duties, licence fees and other similar levies imposed outside Bhutan.
- 18.2 For Goods manufactured within Bhutan the Supplier shall bear and promptly pay all applicable taxes, duties, licence fees and other similar levies incurred until delivery of the contracted Goods to the Purchaser.
- 18.3 If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in Bhutan the Purchaser shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.

19 Performance Security

- 19.1 The Supplier shall, within fifteen (15) working days of the notification of contract award, provide a Performance Security for the due performance of the Contract in the amount and currency specified in the SCC.
- 19.2 The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.



19.3 The Performance Security shall be denominated in the currency(ies) of the Contract, or in a freely convertible currency acceptable to the Purchaser, shall be valid until the successful completion of the Supplier's performance obligations under the Contract, including any warranty obligations, and shall be in one of the forms stipulated by the Purchaser in the SCC.

19.4 The Performance Security shall be discharged by the Purchaser and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in the SCC,.

20 Copyright

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

21 Confidential Information

21.1 The Purchaser and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Subcontractor(s) such documents, data and other information as it receives from the Purchaser to the extent required for the Subcontractor(s) to perform its/their work under the Contract, in which event the Supplier shall obtain from such Subcontractor(s) an undertaking of confidentiality similar to that imposed on the Supplier under GCC Clause 21.

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

21.3 The obligation of a party under GCC Sub-Clauses 21.1 and 21.2 above, however, shall not apply to information that:

- (a) the Purchaser or Supplier needs to share with the RGoB or other institutions participating in the financing of the Contract;



- (b) now or hereafter enters the public domain through no fault of that party;
- (c) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or
- (d) otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.

21.4 The above provisions of GCC Clause 21 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.

21.5 The provisions of GCC Clause 21 shall survive completion or termination, for whatever reason, of the Contract.

22 Subcontracting

22.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under the Contract if not already specified in the Bid. Such notification, in the original Bid or later, shall not relieve the Supplier of any of its obligations, duties, responsibilities or liabilities under the Contract.

22.2 Subcontracts shall comply with the provisions of GCC Clauses 3 and 7.

23 Specifications and Standards

23.1 Technical Specifications and Drawings:

- (a) The Goods and Related Services supplied under this Contract shall conform to the technical specifications and standards stipulated in Section VI, Schedule of Supply and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the Goods' country of origin.
- (b) The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser.
- (c) Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the editions or the revised versions of such codes and standards shall be those specified in the Schedule of Supply.



During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with GCC Clause 34.

24 Packing and Documents

- 24.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case sizes and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.
- 24.2 The packing, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in the SCC, and in any other instructions ordered by the Purchaser.

25 Insurance

- 25.1 Unless otherwise specified in the SCC the Goods supplied under the Contract shall be fully insured, in a freely convertible currency from an eligible country, against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery, in accordance with the applicable Incoterms or in the manner specified in the SCC.

26 Transportation

- 26.1 Unless otherwise specified in the SCC, responsibility for arranging transportation of the Goods shall be in accordance with the specified Incoterms.

27 Inspections and Tests

- 27.1 At its own expense and at no cost to the Purchaser the Supplier shall carry out all such tests and/or inspections of the Goods and Related Services as are specified in the SCC.
- 27.2 The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the Goods' final destination, or in another place in Bhutan as specified in the SCC. Subject to GCC Sub-Clause 27.3, if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.
- 27.3 The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC Sub-Clause 27.2, provided that the Purchaser bears all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all travelling and board and lodging expenses.
- 27.4 Whenever the Supplier is ready to carry out any such test and inspection, it shall give



reasonable advance notice, including the place and time, to the Purchaser. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Purchaser or its designated representative to attend the test and/or inspection.

- 27.5 The Purchaser may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications, codes and standards under the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impedes the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.
- 27.6 The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.
- 27.7 The Purchaser may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Purchaser, and shall repeat the test and/or inspection, at no cost to the Purchaser, upon giving a notice pursuant to GCC Sub-Clause 27.4.
- 27.8 The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Purchaser or its representative, nor the issue of any report pursuant to GCC Sub-Clause 27.6, shall release the Supplier from any warranties or other obligations under the Contract.

28 Liquidated Damages

- 28.1 Except as provided for under GCC Clause 33, if the Supplier fails to deliver any or all of the Goods by the date(s) of delivery or fails to perform the Related Services within the period specified in the Contract, the Purchaser may, without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the SCC of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in those SCC. Once the maximum is reached, the Purchaser may terminate the Contract pursuant to GCC Clause 36.

29 Warranty

- 29.1 The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.
- 29.2 Subject to GCC Sub-Clause 23.1 (b), the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design,



materials and workmanship, under normal use in the conditions prevailing in Bhutan.

- 29.3 Unless otherwise specified in the SCC, the warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the SCC, or for eighteen (18) months after the date of shipment from the port or place of loading in the country of origin, whichever period concludes earlier.
- 29.4 The Purchaser shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects.
- 29.6 Upon receipt of such notice, the Supplier shall, within the period specified in the SCC, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser.
- 29.7 If, having been notified, the Supplier fails to remedy the defect within the period specified in the SCC, the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

30 Patent Indemnity

- 30.1 The Supplier shall, subject to the Purchaser's compliance with GCC Sub-Clause 30.2, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:
- a) the installation of the Goods by the Supplier or the use of the Goods in Bhutan; and
 - b) the sale in any country of the products produced by the Goods.
- Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or reasonably to be inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant or materials not supplied by the Supplier, pursuant to the Contract.
- 30.2 If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in GCC Sub-Clause 30.1, the Purchaser shall promptly give the Supplier notice thereof, and the Supplier may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.
- 30.3 If the Supplier fails to notify the Purchaser within thirty (30) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be



free to conduct the same on its own behalf.

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

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

31 Limitation of Liability

31.1 Except in cases of gross negligence or willful misconduct:

- (a) neither party shall be liable to the other party, whether in contract, tort or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser; and
- (b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the Supplier to indemnify the Purchaser with respect to patent infringement.

32 Change in Laws and Regulations

32.1 Unless otherwise specified in the Contract if, after the date thirty (30) days prior to the date of Bid submission, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated or changed in Bhutan (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery/Completion Schedule and/or the Contract Price, then such Delivery/Completion Schedule and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with GCC Sub-Clause 16.2.

33 Force Majeure

33.1 The Supplier shall not be liable for forfeiture of its Performance Security, liquidated



damages or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

- 33.2 For purposes of this Clause, “Force Majeure” means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 33.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

34 Change Orders and Contract Amendments

- 34.1 The Purchaser may at any time order the Supplier through notice in accordance with GCC Clause 8 to make changes within the general scope of the Contract in any one or more of the following:
- (a) drawings, designs or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
 - (b) the method of shipment or packing;
 - (c) the place of delivery; and
 - (d) the Related Services to be provided by the Supplier.
- 34.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier’s performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery/Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be asserted within thirty (30) days from the date of the Supplier’s receipt of the Purchaser’s change order.
- 34.3 Prices to be charged by the Supplier for any Related Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.
- 34.4 Subject to the above, no variation in or modification of the terms of the Contract shall be made except by written amendment by the parties.

35 Extensions of Time

- 35.1 If at any time during performance of the Contract the Supplier or its subcontractors should



encounter conditions impeding timely delivery of the Goods or completion of Related Services pursuant to GCC Clause 13, the Supplier shall promptly notify the Purchaser in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.

- 35.2 Except in case of Force Majeure, as provided under GCC Clause 33, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 28, unless an extension of time is agreed upon, pursuant to GCC Sub-Clause 35.1.

36 Termination

36.1 Termination for Default

- (a) The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part:
- (i) if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Sub-Clause 35.1; or
 - (ii) if the Supplier fails to perform any other obligation under the Contract; or
 - (iii) if the Supplier, in the judgment of the Purchaser has engaged in fraud and corruption, as defined in GCC Clause 3, in competing for or in executing the Contract.
- (b) In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 36.1(a), the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Purchaser for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

36.2 Termination for Insolvency

The Purchaser may at any time terminate the Contract by giving notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In such event, termination shall be without compensation to the Supplier, provided that such termination shall not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Purchaser.

36.3 Termination for Convenience.

- (a) The Purchaser, by notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of



the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

- (b) The Goods that are complete and ready for shipment within thirty (30) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:
- (i) to have any portion completed and delivered at the Contract terms and prices; and/or
 - (ii) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier.

37 Assignment

- 37.1 Neither the Purchaser nor the Supplier shall assign, in whole or in part, their obligations under this Contract, except with the prior written consent of the other party.

38. Export Restriction

- 38.1 Notwithstanding any obligation under the Contract to complete all export formalities, any export restrictions attributable to the Purchaser, to Bhutan, or to the use of the products/Goods, systems or services to be supplied, which arise from trade regulations from a country supplying those products/Goods, systems or services, and which substantially impede the Supplier from meeting its obligations under the Contract, shall release the Supplier from the obligation to provide deliveries or services, always provided, however, that the Supplier can demonstrate to the satisfaction of the Purchaser that it has completed all formalities in a timely manner, including applying for permits, authorizations and licenses necessary for the export of the products/Goods, systems or services under the terms of the Contract. Termination of the Contract on this basis shall be for the Purchaser's convenience pursuant to Sub-Clause 36.3.



Section VIII. 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. <i>[The Purchaser shall select and insert the appropriate wording using the sample below or other acceptable wording and delete the text in italics.]</i>	
1.1 (k) The Project Site(s)/Final Destination(s) is: <i>College of Science and Technology, Kharbandhi, Rinchendhing, Phuentsholing, Bhutan</i>	
1.1 (l)	The Purchaser is: <i>Director, College of Science and Technology</i>
GCC 4.2 (a)	The meaning of the trade terms shall be as prescribed by Incoterms. If the meaning of any trade term and the rights and obligations of the parties thereunder shall not be as prescribed by Incoterms, they shall be as prescribed by: <i>exceptional; refer to other internationally accepted trade terms</i>
GCC 4.2 (b)	The version of Incoterms shall be: <i>DDP 2015 version</i>
GCC 5.1	The language shall be: <i>English</i>
GCC 8.1	For <u>notices</u> , the addresses shall be: For the Purchaser: Attention: <i>ADM Officer</i> Address: <i>College of Science & Technology, Kharbandhi, Post Box # 450, Phuentsholing, Bhutan</i> Telephone: <i>+975-5-176160538</i> Facsimile number: <i>+975-5-16478518</i> E-mail address: <i>schoden.cst@rub.edu.bt</i>
GCC 9	The governing law shall be <u>the law of the Kingdom of Bhutan (Procurement Rules and Regulation of Bhutan)</u> .
GCC 10.2	The rules of procedure for arbitration proceedings pursuant to GCC Sub-Clause 10.2 shall be as follows: <i>[The Bidding Documents should contain one clause to be retained in the event of a Contract with a foreign Supplier and one clause to be retained in the event of a Contract with a Bhutanese Supplier. At the time of finalizing the Contract, the respective applicable clause should be retained in the Contract. The following</i>



	<p><i>explanatory note should therefore be inserted as a header to GCC Sub-Clause 10.2 in the Bidding Documents.</i></p> <p><i>“Clause 10.2 (a) shall be retained in the case of a Contract with a foreign Supplier and Clause 10.2 (b) shall be retained in the case of a Contract with a Bhutanese Supplier.”]</i></p> <p><i>If the Purchaser chooses the UNCITRAL Arbitration Rules, the following sample clause should be inserted:</i></p> <p>GCC 10.2 (a)—Any dispute, controversy or claim arising out of or relating to this Contract, or breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the UNCITRAL Arbitration Rules as at present in force.</p> <p><i>If the Purchaser chooses the Rules of ICC, the following sample clause should be inserted:</i></p> <p>GCC 10.2 (a)—All disputes arising in connection with the present Contract shall be finally settled under the Rules of Conciliation and Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules.</p> <p><i>If the Purchaser chooses the Rules of the Arbitration Institute of the Stockholm Chamber of Commerce, the following sample clause should be inserted:</i></p> <p>GCC 10.2 (a)—Any dispute, controversy or claim arising out of or in connection with this Contract, or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the Rules of the Arbitration Institute of the Stockholm Chamber of Commerce.</p>
	<p><i>If the Purchaser chooses the Rules of the London Court of International Arbitration, the following clause should be inserted:</i></p> <p>GCC 10.2 (a)—Any dispute arising out of or in connection with this Contract, including any question regarding its existence, validity or termination shall be referred to and finally resolved by arbitration under the Rules of the London Court of International Arbitration, which rules are deemed to be incorporated by reference to this clause.</p> <p><i>(b) Contract with a Bhutanese Supplier:</i></p> <p>In the case of a dispute between the Purchaser and a Bhutanese Supplier, the dispute shall be referred to adjudication or arbitration in accordance with the laws of Bhutan.</p>
GCC 13.1	<p>Details of Shipping and other Documents to be furnished by the Supplier are insert the required documents, such as a negotiable bill of lading, a non negotiable sea way bill, an airway bill, a railway consignment note, a road consignment note, insurance certificate, Manufacturer’s or Supplier’s warranty certificate, inspection certificate issued by nominated inspection agency, Supplier’s factory shipping</p>



	<p>details etc.</p> <p>The above documents shall be received by the Purchaser before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses.</p>
GCC 16.2	<p>The prices charged for the Goods supplied and the related Services performed <i>shall not</i> be adjustable.</p> <p>If prices are adjustable, the following method shall be used to calculate the price adjustment [see attachment to these SCC for a sample Price Adjustment Formula]</p>
GCC 17.1	<p>Sample provision</p> <p>GCC 17.1—The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:</p> <p>Payment for Goods supplied from abroad:</p> <p>Payment of the foreign currency portion shall be made in (None</p> <p>(i) Advance Payment: Ten percent (10%) of the Contract Price shall be paid within thirty (30) days of signing of the Contract, and upon submission of a claim and an advance payment guarantee for the equivalent amount valid until the Goods are delivered and in the form provided in the Bidding Documents.</p>
	<p>(ii) On Shipment: Eighty percent (80%) of the Contract Price of the Goods shipped shall be paid through irrevocable confirmed letter of credit opened in favor of the Supplier in a bank in its country, upon submission of the documents specified in GCC Clause 13.</p> <p>(iii) On Acceptance: Ten percent (10%) of the Contract Price of the Goods received shall be paid within thirty (30) days of receipt of the Goods upon submission of claim supported by the acceptance certificate issued by the Purchaser.</p> <p>Payment of the local currency portion shall be made in Bhutanese Ngultrum (BTN) within thirty (30) days of presentation of a claim supported by a certificate from the Purchaser declaring that the Goods have been delivered and that all other contracted Services have been performed.</p> <p>Payment for Goods and Services supplied from within Bhutan:</p> <p>Payment for Goods and Services supplied from within Bhutan shall be made in _____ [currency], as follows:</p> <p>(i) Advance Payment: Ten percent (10%) of the Contract Price shall be paid within thirty (30) days of signing of the Contract against a simple receipt and an advance payment guarantee for the equivalent amount and in the form</p>



	<p>provided in the Bidding Documents.</p> <p>(ii) On Delivery: Eighty percent (80%) of the Contract Price shall be paid on receipt of the Goods and upon submission of the documents specified in GCC Clause 13.</p> <p>(iii) On Acceptance: The remaining ten percent (10%) of the Contract Price shall be paid to the Supplier within thirty (30) days after the date of the acceptance certificate for the respective delivery issued by the Purchaser.</p>
GCC 17.5	<p>The payment delay period after which the Purchaser shall pay interest to the supplier shall be <i>[60]</i> days.</p> <p>The interest rate that shall be applied is <i>[12]</i> %</p>
GCC 19.1	<p>The amount of the Performance Security shall be: <i>10 % of contract price and currency shall be same as the currency of payment</i></p> <p><i>[The amount of the Performance Security is usually expressed as a percentage of the Contract Price. The percentage varies according to the Purchaser's perceived risk and impact of non-performance by the Supplier. A figure of ten percent (10%) is used under normal circumstances]</i></p>
GCC 19.3	<p>The types of acceptable Performance Securities are:</p> <ul style="list-style-type: none"> (i) <u>Unconditional bank guarantee issued by a reputable financial institution acceptable to the Purchaser, in the form provided for in the Contract or in any other form acceptable to the Purchaser, or</u> (ii) Cash warrant, or (iii) Demand draft.
GCC 19.4	Discharge of Performance Security shall take place: <i>Same as clause 19.4 of GCC</i>
GCC 24.2	The packing, marking and documentation within and outside the packages shall be: <i>As indicated in Instruction to Bidders</i>
GCC 25.1	<p>The insurance coverage shall be <u>as specified in the Incoterms.</u></p> <p>If not in accordance with Incoterms, insurance shall be as follows:</p> <p><i>Any expenses incurred for the insurance of the goods during transactions are to be paid by the supplier</i></p>
GCC 26.1	Responsibility for transportation of the Goods shall be <u>as specified in the Incoterms.</u> <i>(2015, DDP) plus transportation insurance</i>



	If not in accordance with Incoterms, responsibility for transportation shall be as follows: <i>All the transport expenses till the destination as specified should be at the cost of suppliers</i>
GCC 27.1	The inspections and tests shall be: carried out within two weeks from the date of items received.
GCC 27.2	Inspections and tests shall be conducted at: <i>College of Science and Technology, Kharbandhi, Phuentsholing, Bhutan</i>
GCC 28.1	The liquidated damages shall be: <i>0.7%</i> per week.
GCC 28.1	The maximum amount of liquidated damages shall be: <i>10 %</i> .
GCC 29.3	The period of validity of the Warranty shall be: <i>365</i> days. <u>For the purposes of the Warranty the place(s) of final destination(s) shall be: <i>College of Science and Technology, Kharbandhi, Phuentsholing, P.Box #450, Bhutan</i></u>
GCC 29.5 and 29.6	The period for repair or replacement shall be: <i>[30]</i> days.



Attachment: Price Adjustment Formula

If, in accordance with GCC 16.2, prices shall be adjustable, the following method shall be used to calculate the price adjustment:

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

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

$$a+b+c = 1$$

in which:

- P_1 = adjustment amount payable to the Supplier.
- P_0 = Contract Price (base price).
- a = fixed element representing profits and overheads included in the Contract Price and generally in the range of five (5) to fifteen percent (15%).
- b = estimated percentage of labor component in the Contract Price.
- c = estimated percentage of material component in the Contract Price.
- L_0, L_1 = labor indices applicable to the appropriate industry in the country of origin on the base date and date for adjustment, respectively.
- M_0, M_1 = material indices for the major raw material on the base date and date for adjustment, respectively, in the country of origin.

The coefficients a , b , and c as specified by the Purchaser are as follows:

- $a = [\text{insert value of coefficient}]$
- $b = [\text{insert value of coefficient}]$
- $c = [\text{insert value of coefficient}]$

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

Base date = thirty (30) days prior to the deadline for submission of the bids.

Date of adjustment = $[\text{insert number of weeks}]$ weeks prior to date of shipment (representing the mid-point of the period of manufacture).

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

- (a) No price adjustment shall be allowed beyond the original delivery dates unless specifically stated in the extension letter. As a rule, no price adjustment shall be allowed for periods of delay for which the Supplier is entirely responsible. The Purchaser will, however, be entitled to any decrease in the prices of the Goods and Services subject to adjustment.



- (b) If the currency in which the Contract Price P_0 is expressed is different from the currency of origin of the labor and material indices, a correction factor will be applied to avoid incorrect adjustments of the Contract Price. The correction factor shall correspond to the ratio of exchange rates between the two currencies on the base date and the date for adjustment as defined above.
- (c) No price adjustment shall be payable on the portion of the Contract Price paid to the Supplier as advance payment.



Section IX. Contract Forms**Table of Forms**

Contract Agreement.....	76
Performance Security	78
Bank Guarantee for Advance Payment	79



Contract Agreement

THIS CONTRACT AGREEMENT made on the _____ day of _____ month, 2014,

BETWEEN

- (1) *College of Science and Technology, an agency of Royal University of Bhutan of the Government of Bhutan under the laws of Bhutan and having its principal place of business at Richending, Phuentsholing (hereinafter called “the Purchaser”), and*
- (2) _____, a corporation incorporated under the laws of Bhutan and having its principal place of business at _____ (hereinafter called “the Supplier”).

WHEREAS the Purchaser invited Bids for certain Goods and ancillary services for _____ and has accepted a Bid by the Supplier for the supply of those Goods and Services (as per the purchase order) in the sum of _____ [insert Contract Price in words and figures, expressed in the Contract currency/ies] (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall constitute the Contract between the Purchaser and the Supplier, and each shall be read and construed as an integral part of the Contract, viz.:
 - (a) This Contract Agreement;
 - (b) The Special Conditions of Contract;
 - (c) The General Conditions of Contract;
 - (d) Technical Requirements (including Schedule of Supply and Technical Specifications);
 - (e) The Supplier’s Bid and original Price Schedules;
 - (f) The Purchaser’s Notification of Award of Contract;
 - (g) The form of Performance Security;
 - (h) The form of Bank Guarantee for Advance Payment;



3. This Contract shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.
4. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
5. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Related Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

For and on behalf of the Purchaser

Signed: _____

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

in the presence of _____

[insert identification of official witness]

For and on behalf of the Supplier

Signed: _____ in the capacity of _____ *[insert title or other appropriate designation]* in the presence of _____ *[insert identification of official witness]*



Performance Security

[The bank, as requested by the successful Bidder, shall fill in this form in accordance with the instructions indicated]

Date: *[insert date (as day, month, and year) of Bid submission]*
IFB No. and title: *[insert no. and title of bidding process]*

Bank's Branch or Office: *[insert complete name of Guarantor]*

Beneficiary: *[insert complete name of Purchaser]*

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

We have been informed that *[insert complete name of Supplier]* (hereinafter called "the Supplier") has entered into Contract No. *[insert number]* dated *[insert day and month]*, *[insert year]* with you, for the supply of *[description of Goods and related Services]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a Performance Guarantee is required.

At the request of the Supplier, we hereby irrevocably undertake to pay you any sum(s) not exceeding *[insert amount(s)]*¹³ *in figures and words* upon receipt by us of your first demand in writing declaring the Supplier to be in default under the Contract, without cavil or argument, or you needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This Guarantee shall expire no later than the *[insert number]* day of *[insert month]* *[insert year]*,¹⁴ and any demand for payment under it must be received by us at this office on or before that date. We agree to a one-time extension of this Guarantee for a period not to exceed *[six months]* *[one year]*, in response to the Purchaser's written request for such extension, such request to be presented to us before the expiry of the Guarantee.

[signatures of authorized representatives of the bank and the Supplier]

¹³ The Bank shall insert the amount(s) specified in the SCC and denominated, as specified in the SCC, either in the currency(ies) of the Contract or a freely convertible currency acceptable to the Purchaser.

¹⁴ Date established in accordance with Clause 19.4 of the General Conditions of Contract ("GCC"). The Purchaser should note that in the event of an extension of the time to perform the Contract, the Purchaser would need to request an extension of this Guarantee from the Bank. Such request must be in writing and must be made prior to the expiration date established in the Guarantee.



Bank Guarantee for Advance Payment

[The bank, as requested by the successful Bidder, shall fill in this form in accordance with the instructions indicated.]

Date: *[insert date (as day, month, and year) of Bid submission]*

IFB No. and title: *[insert number and title of bidding process]*

[bank's letterhead]

Beneficiary: *[insert legal name and address of Purchaser]*

ADVANCE PAYMENT GUARANTEE No.: *[insert Advance Payment Guarantee no.]*

We, *[insert legal name and address of bank]*, have been informed that *[insert complete name and address of Supplier]* (hereinafter called "the Supplier") has entered into Contract No. *[insert number]* dated *[insert date of Contract]* with you, for the supply of *[insert types of Goods to be delivered]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance payment is to be made against an advance payment guarantee.

At the request of the Supplier, we hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[insert amount(s)]¹⁵ in figures and words* upon receipt by us of your first demand in writing declaring that the Supplier is in breach of its obligation under the Contract because the Supplier used the advance payment for purposes other than toward delivery of the Goods.

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 Supplier in its account *[insert number and domicile of the account]*

This Guarantee shall remain valid and in full effect from the date of the advance payment received by the Supplier under the Contract until *[insert date]¹⁶*. We agree to a one-time extension of this Guarantee for a period not to exceed *[six months][one year]*, in response to the Purchaser's written request for such extension, such request to be presented to us before the expiry of the Guarantee.

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

¹⁵ The bank shall insert the amount(s) specified in the SCC and denominated, as specified in the SCC, either in the currency(ies) of the Contract or a freely convertible currency acceptable to the Purchaser.

¹⁶ Insert the Delivery date stipulated in the Contract Delivery Schedule. The Purchaser should note that in the event of an extension of the time to perform the Contract, the Purchaser would need to request an extension of this Guarantee from the bank. Such request must be in writing and must be made prior to the expiration date established in the Guarantee

