

REQUEST FOR BIDS

Royal Government of Bhutan

Ministry of Energy and Natural Resources

ELECTRICITY REGULATORY AUTHORITY



Selection of Electrical Firms for the Pilot Approval Program

(Pilot Inspection and Testing of Electrical Wiring Installations)

RFB Ref. No.: ERA/ADM/TENDER/2026-2027/208 dated September 18, 2026



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SECTION 1: INVITATION FOR BIDS (IFB)

1. The Electricity Regulatory Authority (ERA) invites sealed bids from eligible and qualified Bhutanese electrical firms for the Pilot Inspection and Testing of electrical wiring installations at the Ministry of Energy and Natural Resources (MoENR) premises and one other government premises. This invitation is open only to Bhutanese electrical firms.
2. The period for execution of the assignment is three (3) months from the date of award of the contract.
3. This procurement is classified as a Non-Consulting Service and shall be conducted by way of Limited Tendering.
4. The bidding document can be downloaded from the ERA website www.era.gov.bt with effect from September 19, 2026. Bidders are required to submit a duly completed sealed and signed Integrity Pact. Failure to attach a duly completed sealed and signed Integrity Pact with the bid shall result in disqualification.
5. Any addendum shall be uploaded on ERA's website. Prospective bidders are advised to check the website until the last date for submission.
6. The bid shall be evaluated on the basis of a minimum technical qualification score, followed by comparison of the price of technically qualified bidders. The bidder achieving the minimum qualifying technical score and offering the lowest evaluated responsive bid price shall be recommended for award.
7. The sealed Bid, containing both the Technical and Financial documents in a single envelope, must be submitted to the Office of the Chief Executive Officer, ERA, on or before 2:30PM, October 1, 2026. The Bid will be publicly opened on the same day at 3:00PM at the Conference Hall of ERA, Langjophakha, Thimphu, in the presence of bidders or their representatives who choose to attend, with the quoted price read aloud at that opening.
8. The Technical Bid should be submitted along with a copy of the registration certificate and tax clearance certificate.
9. ERA shall not be responsible for any costs or expenses incurred by bidders in connection with the preparation or delivery of bids.
10. For clarification and queries, please contact kuenzang.penjor@era.gov.bt and visit www.era.gov.bt for updates.



Chief Executive Officer

Electricity Regulatory Authority



SECTION 2: INSTRUCTIONS TO BIDDERS (ITB)

A. General

1. Definitions.

“Bidder” means an eligible electrical firm submitting a Bid. “Bid” means the Technical Bid and Financial Bid submitted in response to this RFB. “Contract” means the agreement to be signed between ERA and the successful Bidder for performance of the Services. “Services” means the non-consulting services (inspection and testing) described in the Terms of Reference (Section 6). “Data Sheet” means Section 3 of this document, which supplements these Instructions.

2. Source of Funds and Eligibility: This procurement is funded from ERA's own budget. Only Bhutanese-registered electrical firms holding a valid trade licence and BCTA/relevant regulatory registration for electrical works, and meeting the eligibility criteria in the Data Sheet, may bid.
3. Conflict of Interest: A Bidder that has been engaged by ERA in the preparation of this assignment's scope of work, or that has a business or family relationship with an ERA staff member involved in this procurement's preparation, evaluation, or supervision, shall be disqualified, unless the conflict has been resolved to ERA's satisfaction.
4. Fraud and Corruption: ERA requires that Bidders observe the highest standard of ethics during the procurement and execution of the Contract, and will reject a bid, sanction a Bidder, or report a case to the Anti-Corruption Commission of Bhutan, in accordance with Clauses 4–6 of the PRR 2025, in the event of corrupt, fraudulent, collusive, coercive, or obstructive practice.
5. One Bid per Bidder: A Bidder may submit only one Bid. A Bidder who submits or participates in more than one Bid shall have all such Bids disqualified.
6. Cost of Bidding: The Bidder shall bear all costs associated with the preparation and submission of its Bid; ERA is not responsible for these costs regardless of the outcome of the process.

B. The Bidding Document

7. Contents of the Bidding Document. This document comprises: Section 1 – Invitation for Bids; Section 2 – Instructions to Bidders; Section 3 – Bid Data Sheet; Section 4 – Technical Bid Standard Forms; Section 5 – Financial Bid Standard Forms; Section 6 – Terms of Reference; Section 7 – Evaluation Criteria; Section 8 – General Conditions of Contract;

Section 9 – Special Conditions of Contract; Section 10 – Form of Contract Agreement; and an Appendix – Form of Performance Security.

8. Clarification of Bidding Document: A prospective Bidder may request clarification in writing up to the number of days indicated in the Data Sheet before the submission deadline. ERA shall respond in writing to all who purchased/downloaded the document, without identifying the source of the query.
9. Amendment of Bidding Document: ERA may amend the bidding document at any time prior to the submission deadline by issuing a written addendum, which shall be binding on all bidders. ERA may extend the submission deadline to give bidders reasonable time to account for the addendum.

C. Preparation of Bids

10. Language: The Bid, and all correspondence related to it, shall be in English.
11. Documents Comprising the Bid: The Bid shall be complete with both the technical details (Section 4 forms) and the financial bid (Section 5 forms), assembled together and submitted in a single sealed envelope (Single Stage One-Envelope method).
12. Bid Prices: The Bidder shall quote a single all-inclusive lump-sum price in Bhutanese Ngultrum (BTN) covering all costs of performing the Services described in the Terms of Reference, including manpower, tools, testing equipment, PPE, transport, and taxes.
13. Bid Validity: Bids shall remain valid for thirty (30) days from the date of bid opening, unless a longer, realistic period is specified in the Data Sheet given the time needed for evaluation and award.
14. Bid Securing Declaration and Integrity Pact: Bidders shall submit a duly signed Bid Securing Declaration (Form TB-0) for the amount stated in the Data Sheet and a duly signed Integrity Pact (Form TB-6), as conditions of eligibility.

D. Submission and Opening of Bids

15. Sealing and Marking of Bids: The complete Bid – Technical documents (Section 4 forms) and Financial documents (Section 5 forms) together – shall be placed in one sealed envelope marked with the RFB reference number, assignment title, and “Do Not Open Before October 1, 2026; 3:00 PM.”
16. Deadline and Late Bids: Bids must be received at the address and by the deadline stated in the Data Sheet. Any bid received after the deadline shall be returned unopened.

17. Opening of Bids: ERA shall publicly open all the bids; technical and financial documents together on the same day, immediately following the submission deadline, in the presence of bidders' representatives who choose to attend. The name of each Bidder and its quoted price shall be read aloud and recorded at this single opening.

E. Evaluation of Bids

18. Evaluation of Technical Qualification: After the single bid opening, the Evaluation Committee shall first assess each Bid's technical documents against the criteria, sub-criteria, and points system set out in Section 7. This is a pass/fail qualification screen, not a score to be combined with price. A Bid that does not achieve the minimum qualifying score stated in the Data Sheet shall be declared non-responsive and its price shall not be considered further.
19. Comparison of Prices: Among Bids found technically qualified under paragraph 18, ERA shall compare the quoted prices of substantially responsive Bids. ERA shall correct any arithmetical errors per the process specified in this Bidding Document.
20. Method of Award: The Contract shall be awarded to the technically qualified Bidder whose Bid is substantially responsive to the bidding requirements and has the lowest evaluated price.
21. Abnormally Low or High Bids: Where the lowest evaluated bid price appears abnormally low or high relative to its constituent elements, raising material concern about the Bidder's capability to perform at that price, ERA may require the Bidder to justify its price. Where the Best Evaluated Bid appears seriously unbalanced or front-loaded, ERA may require written clarification and detailed price analysis.

F. Award of Contract

22. Negotiation: On the recommendation of the Tender Committee, the Evaluation Committee may carry out negotiation on terms, conditions, and/or price before final award. Negotiation is not automatic; it is used only where it aligns with integrity, transparency, fairness, and best value for money. For example, if the Best Evaluated Bid exceeds the available budget and scope or cost adjustment is needed to bring it within financial constraints.
23. Letter of Intent: Following the decision to award, ERA shall promptly issue a Letter of Intent to the successful Bidder, with copies to all participating bidders.



24. Standstill Period: ERA shall observe a standstill period of 2 days if Limited Tendering from the date of the Letter of Intent, during which an aggrieved Bidder may lodge a written complaint, in accordance. The Head of the Procuring Agency shall issue a written decision on the complaint within five (5) days of its receipt. An aggrieved Bidder who is dissatisfied with the decision, or who does not receive a decision within eleven (11) days of submitting the complaint, may seek review by the Independent Review Body.
25. Letter of Acceptance and Signing of Contract: At the end of the standstill period, if no complaint is outstanding, ERA shall issue a Letter of Acceptance. The successful Bidder shall submit the Performance Security and sign the Contract within seven (7) working days of the Letter of Acceptance. Failure to do so shall be treated as a breach of the Bid Securing Declaration.
26. Performance Security: The successful Bidder shall submit a Performance Security equivalent to 10% of the Contract Price within seven (7) working days of the Letter of Acceptance, and before signing the Contract.
27. ERA's Right to Accept or Reject: ERA reserves the right to reject any Bid, reject all Bids, or cancel the bidding process at any time prior to Contract award, without incurring liability to Bidders, provided justified reasons are given to affected Bidders.



SECTION 3: BID DATA SHEET

ITB Ref.	Particulars
General	Procuring Agency: Electricity Regulatory Authority Assignment: Pilot Inspection and Testing of Electrical Wiring Procurement Method: Limited Tendering Evaluation Method: Minimum technical qualification followed by lowest evaluated responsive price
ITB 8	Clarifications may be requested not later than two (2) days before the bid submission deadline, addressed to: Kuenzang Penjor, Dy. Chief Administrative Officer, ERA, Langjophakha Email: kuenzang.penjor@era.gov.bt
General	Minimum time for submission of bids from the day documents are made available: Fourteen (14) days
ITB 13	Bids shall remain valid for thirty (30) days from the bid opening date
ITB 14	Bid Securing Declaration amount: 2% of the total quoted amount
ITB 15/16	Bid submission address: The Chief Executive Officer, Electricity Regulatory Authority, Langjophakha, Thimphu – 11001. Submission deadline: 2:30PM, October 1, 2026 Bid opening: same day, 3:00 PM at the ERA Conference Hall, Langjophakha, Thimphu.
ITB 18	Minimum qualifying technical score: 80 out of 100 points
ITB 26	Performance Security: 10% of the Contract Price, submitted within 7 working days of the Letter of Acceptance.
General	Expected date of commencement of Services: October 12, 2026 at Thimphu. This date is subjected to change.



SECTION 4: TECHNICAL BID – STANDARD FORMS

Checklist of Required Forms

Form	Description
TB-0	Bid Securing Declaration
TB-1	Bid Submission Form
TB-2	Bidder's Organization and Registration
TB-3	Approach, Methodology, and Work Plan
TB-4	Work Schedule and Deliverables
TB-5	Team Composition and Curriculum Vitae of Technical Supervisor and Certified Electricians
TB-6	Integrity Pact
TB-7	Equipment and PPE Inventory List

All pages of the original Technical and Financial Bid shall be initialled by the authorized representative of the Bidder who signs the Bid.

Form TB-0: Bid Securing Declaration

{Location, Date}

To: The Chief Executive Officer, Electricity Regulatory Authority, Langjophakha, Thimphu

We, the undersigned, declare that:

We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration.

We accept that we will automatically be suspended from being eligible for bidding in any contract with the Electricity Regulatory Authority for the period of time as determined by the competent debarment authority, if we are in breach of our obligation(s) under the bid conditions, because we:

- a) *have withdrawn or modified our Bid during the period of bid validity specified in the Bid Submission Form; or*
- b) *having been notified of the acceptance of our Bid by ERA during the period of bid validity, (i) fail or refuse to execute the Contract, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.*



We understand this Bid Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of: (i) our receipt of a copy of your notification of the name of the successful Bidder; or (ii) thirty (30) days after the expiration of our Bid.

We understand that if we are a Joint Venture, the Bid Securing Declaration must be in the name of the Joint Venture that submits the Bid, and that the Joint Venture has not been legally constituted at the time of bidding, the Bid Securing Declaration shall be in the names of all future partners as named in the letter of intent.

Bid Securing Declaration amount: As per the Data Sheet.

Signed: _____ In the capacity of: _____

Name of Bidder: _____ Duly authorized to sign the Bid for and on behalf of: _____

Dated on ____ day of _____, ____

Form TB-1: Bid Submission Form

{Location, Date}

To: The Chief Executive Officer, Electricity Regulatory Authority, Langjophakha, Thimphu

Dear Sir/Madam,

Having examined the Bidding Document, including all Sections, Addenda, and the Terms of Reference, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide the Services for the Pilot Inspection and Testing of Electrical Wiring Installation in conformity with the said Bidding Document for the sum quoted in our Financial Bid, or such other sum as may be determined in accordance with the terms and conditions of this Bidding Document.

We undertake, if our Bid is accepted, to commence the Services on the date specified in the Data Sheet, and to complete the Services within the period stated in the Terms of Reference.

We hereby declare that:

All the information and statements made in this Bid are true, and we accept that any misrepresentation contained in it may lead to our disqualification.

Our Bid shall remain valid and binding upon us for the period specified in the Data Sheet (ITB 13), and it remains binding upon us and may be accepted at any time before the expiration of that period.



We have no conflict of interest in accordance with ITB 3.

We meet the eligibility requirements stated in ITB 2, and we are not subject to any of the grounds for exclusion of bidders.

We understand that ERA is not bound to accept the lowest, or any, Bid it may receive.

We have submitted a duly signed Bid Securing Declaration (Form TB-0) and Integrity Pact (Form TB-6) with this Bid.

We confirm that commissions, gratuities, or fees, if any, paid or to be paid by us to agents or any third party relating to this Bid and to Contract execution, if we are awarded the Contract, are as follows (state “none” if not applicable):

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

We remain, Yours sincerely,

Authorized Signature (in full and initials): _____

Name and Title of Signatory: _____

Name of Bidder (firm's name): _____

In the capacity of: _____

Address: _____ Contact (phone/e-mail): _____



Form TB-2: Bidder's Organization

Provide a brief description of the background and organization of the firm, including trade licence number, date of registration, registered address, and (where applicable) BCTA or other relevant regulatory registration details for electrical works.

Form TB-3: Approach, Methodology, and Work Plan

Describe, under the following headings, your understanding of the assignment and how you propose to execute it. Do not simply repeat the Terms of Reference.

Technical Approach and Methodology: your understanding of the objectives of the assignment, the proposed testing methodology for each test type (Insulation Resistance, Polarity, Earth

Continuity, Earth Electrode Resistance), applicable standards/codes to be followed, and how findings and non-compliances will be documented.

Work Plan: sequencing of the site familiarization visit, inspection and testing, and reporting, consistent with the Work Schedule in Form TB-4, including how disruption to MoENR's day-to-day operations will be minimized.

Organization and Staffing: the structure of your team, reporting lines between the Technical Supervisor and Certified Electricians, and any supporting administrative/logistics personnel.

Form TB-4: Work Schedule and Deliverables

Provide a month-by-month schedule (bar chart) for the deliverables below, consistent with the Delivery Schedule in Section 6.8, over the three-month assignment period.

Deliverable	M1	M2	M3
Inception Report: Confirmation of building list, site familiarization findings, work plan, and mobilization of personnel			
Completion of Inspection and Testing with service reports			
Pilot Completion Report			

Form TB-5: Team Composition and Curriculum Vitae

List the Technical Supervisor and each Certified Electrician proposed for the assignment, with their role and estimated time input (in months) against each deliverable in Form TB-4.

No.	Name	Role	Time Input (months)	BQPCA Certification No.

Curriculum Vitae – to be completed for the Technical Supervisor and each Certified Electricians:

Field	Details
Position (Technical Supervisor / Certified Electrician)	
Full Name	
BQPCA Certification No. and Validity	
Education / Technical Qualification	

Years of Relevant Experience (in house wiring / electrical works)	
Employment Record (organization, dates, role, brief description of relevant work, reference contact)	

Certification: I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience, and that I am available to undertake this assignment if the Bidder is awarded the Contract. I understand that any misstatement or misrepresentation may lead to my disqualification or dismissal.

Name of Personnel: _____ Sign: _____ Date: _____

Name of Authorized Representative of the Bidder (same who signs the Bid):
 _____ Sign: _____ Date: _____

Note: each Certified Electrician's CV shall be accompanied by a signed letter of commitment; failure to submit this will result in non-evaluation of that individual's credentials, per Section 6, Clause 6.

Form TB-6: Integrity Pact

Whereas the Chief Executive Officer, Electricity Regulatory Authority, hereinafter referred to as the “Employer” on one part, and _____, registered with the authority concerned, hereinafter referred to as the “Bidder” on the other part, hereby execute this pact as follows:

Whereas the Employer and the Bidder agree to abide by the terms and conditions stated in this document, hereinafter referred to as ‘IP’. This IP is applicable to all contracts related to works, goods, and services.

1. Objectives: This IP aims to prevent all forms of corruption or deceptive practice by following a system that is fair, transparent, and free from any influence or unprejudiced dealings in the bidding process and contract administration, with a view to (a) enabling the Employer to obtain the desired contract at a reasonable and competitive price in conformity with the defined specifications, and (b) enabling bidders to abstain from bribing or any corrupt practice by providing assurance that competitors will also refrain from such practices.
2. Scope: The validity of this IP covers the bidding process and contract administration period.

3. Commitments of the Employer: The Employer undertakes that no official connected directly or indirectly with the contract will demand, take a promise for, or accept any bribe, gift, or advantage from the Bidder in exchange for an advantage in the bidding process or contract administration; that officials shall declare conflicts of interest and abstain from related decisions; and that any breach observed shall be reported and shall result in disciplinary or criminal proceedings as appropriate.
4. Commitments of the Bidder: The Bidder shall not offer, directly or through intermediaries, any bribe or advantage to any official of the Employer in connection with the bidding process or contract administration; shall not collude with other parties to manipulate the process; and shall report any breach of this IP observed on the part of the Employer or other bidders.
5. Sanctions: For breach of any of the aforementioned conditions, the Bidder or Employer shall be liable for offences under Chapter 4 of the Anti-Corruption Act 2011 and other relevant rules and laws.
6. Monitoring and Administration: The Employer shall be responsible for administration and monitoring of this IP as per the relevant laws. The Bidder shall have the right to appeal as per the arbitration mechanism contained in the relevant rules.

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

Signed at _____ on _____

EMPLOYER	BIDDER / REPRESENTATIVE
Name/Designation: Deki Choden, Chief Executive Officer Seal/Sign CID: 12004000936  Witness Name: Kuenzang Penjor CID: 11106004109	Name/Designation: Seal/Sign: CID: Witness Name: CID:



Affix Legal Stamp

Form TB-7: Equipment and PPE Inventory List

List the tools, testing equipment, and PPE available for deployment on this assignment. Calibration certificates for all testing instruments must be attached; equipment under lease shall be supported by a copy of the lease agreement.

Item	Quantity	Calibration Certificate / Lease Proof (Y/N)	Remarks



SECTION 5: FINANCIAL BID – STANDARD FORMS

Form FB-1: Financial Bid Submission Form

{Location, Date}

To: The Chief Executive Officer, Electricity Regulatory Authority, Langjophakha, Thimphu
Dear Sir/Madam,

We, the undersigned, offer to provide the Services for the Pilot Inspection and Testing of Electrical Wiring Installation in accordance with your Bidding Document dated [Insert Date] and our Technical Bid.

Our Financial Bid is for the all-inclusive lump-sum price of [Insert amount in words] (Nu. [Insert amount in figures]), as detailed in Form FB-2. This price is inclusive of all applicable taxes, duties, and incidental costs of performing the Services.

Our Financial Bid shall remain valid for the period specified in the Data Sheet (ITB 13), subject to any modification resulting from correction of arithmetical errors in accordance with the Instructions to Bidders.

Commissions and gratuities paid or to be paid by us to an agent or any third party relating to this Bid and Contract execution, if awarded, are as declared in Form TB-1 (state “none” if not applicable).

We understand you are not bound to accept the lowest, or any, bid you may receive.

We remain, Yours sincerely,

Authorized Signature: _____ Name and Title of Signatory: _____

Name of Bidder: _____ Address: _____ E-mail: _____

Form FB-2: Summary of Costs

Sl. No.	Description of Item	Amount (Nu.)
SECTION A – TESTING CHARGES		
1	Insulation Resistance	
2	Polarity	
3	Earth Continuity	

4	Earth Electrode Resistance	
Total Cost for Testing and Inspection Charges (A)		
SECTION B – OPERATIONAL CHARGES		
5	Total Operational Charges (B)	
SECTION C – INCIDENTAL CHARGES		
6	Total Incidental Charges (C)	
GRAND TOTAL (A+B+C)		

Note:

1. Testing charges for Insulation Resistance (IR), Polarity, Earth Continuity, and Earth Electrode Resistance tests shall be quoted per point. The total testing cost shall be calculated and quoted for all the specified buildings.
2. Operational Charges shall include wages or salary paid to technician(s) deployed for this activity. To be quoted on a per man-day basis.
3. Incidental Charges shall be charges other than above (e.g., report printing, minor consumables, travel cost) to be listed explicitly. Travel cost shall cover to-and-fro conveyance from contractor's office or base to the work site, quoted on a per-visit or per-km basis. Contractor to specify base location for distance calculation. No charges beyond what is listed here shall be entertained post-award.



SECTION 6: TERMS OF REFERENCE

Title of the Work

Pilot Inspection and Testing of Electrical Wiring Installation

Background

The Electricity Regulatory Authority (ERA) is an autonomous regulatory agency established under Section 7 of the Electricity Act of Bhutan 2001, responsible for overseeing and regulating the electricity sector in Bhutan. In line with its functions, ERA has developed the Guideline for Approval of Electrical Firms and Certified Electricians to establish a formal system for the approval, regulation, and oversight of electrical firms and certified electricians undertaking routine electrical inspection and testing works in the country. Prior to nationwide rollout, ERA will conduct a structured pilot limited to the Ministry of Energy and Natural Resources (MoENR) premises and one other government premises in Thimphu, to operationally test the approval procedures, validate the scope and nature of routine inspection and testing activities, and generate market-based data to inform service charges.

For this purpose, ERA intends to engage a Bhutanese eligible electrical firm with relevant experience in electrical installation, inspection, and testing, equipped with qualified electricians, to carry out routine inspection and testing of electrical installations at the designated premises.

Objectives of the Assignment

1. Conduct a comprehensive electrical inspection and testing of the electrical wiring installation of MoENR and one residential bungalow;
2. Identify wiring defects, insulation faults, earthing deficiencies, and other non-compliances that may pose safety hazards;
3. Issue an inspection certificate/report indicating the electrical safety status of the premises;
4. Recommend corrective measures where non-compliances are identified;
5. Provide the basis for review and refinement of the Guideline prior to nationwide enforcement; and
6. Evaluate the compliance readiness of electrical firms against the Guideline's requirements.

Scope of Work

Premises covered: The assignment covers the entire premises of MoENR as shown in table below:

Sl. No.	Department / Premises	No. of Building(s)	Floors	Approximate Test Points
1	Structure 1	2	G+1	
2	Structure 2	1	G	
3	Structure 3	1	G+2	
4	Structure 4	1	G+1	
5	Structure 5	1	G+2	
6	Structure 6	1	G+1	
7	Structure 7	3	G	
8	Structure 8	1	G+1	
9	Structure 9	1	G	
10	Structure 10	1	G	
11	Structure 11	1	G+3	
12	Structure 12	1	G	
13	Structure 13	1	G+1	
14	Structure 14	1	G+1	
15	Structure 15	1	G	

Site Familiarization: prior to commencement of testing, the Bidder shall undertake a site familiarization visit, review existing wiring drawings (where available), identify distribution boards and circuit layouts, and finalize a testing plan that minimizes disruption to operations.

Inspection and Testing Activities: the Bidder shall carry out, at a minimum: Insulation Resistance Test; Polarity Test; Earth (Ground) Continuity Test; and Earth Electrode Resistance Test across the wiring installation, covering wiring systems, distribution boards, earthing, and protective devices; record measured test values; and identify and document non-compliances, defects, or safety hazards observed.

Reporting of Findings: record all test results using the standard inspection format approved by ERA; prepare and submit an inspection and testing report for each premises, including test results, observations, and photographic evidence; issue the final written inspection report to ERA, with a copy to MoENR; flag danger signs observed on site; recommend immediate

remedial action for critical safety hazards; and maintain a consolidated log of time, resources, and costs incurred to support ERA's evaluation of service charge benchmarks.

Delivery Schedule

Sl. No.	Deliverable	Duration	Cumulative Timeline
1	Submission of Inception Report: confirmation of building list, site familiarization findings, work plan, and mobilization of personnel	1 week from the award of the work	Week 1
2	Inspection and Testing with service reports	10 weeks from the submission of Inception report	Week 2 - Week 11
3	Submission of Pilot Completion Report consolidated findings	1 weeks from the completion of the Inspection and Testing	Week 12

Note: The timeline above is provisional and may be revised depending on the date of contract award.



SECTION 7: EVALUATION CRITERIA

The technical documents within each Bid will be evaluated out of 100 points against the criteria below as a qualification screen. A Bidder must achieve a minimum score of 80 points to be considered technically qualified; the score itself is not combined with price. Among technically qualified Bidders, the Contract shall be awarded to the one offering the lowest evaluated responsive price.

Criteria 1: Relevant Experience (30 points)

Sub-Criteria	Score Basis	Score
Relevant experience of the Technical Supervisor	1. More than 1 year (100%) 2. 6 months–1 year (60%) 3. Less than 6 months (20%)	15
Relevant experience of electricians	1. More than 6 months (100%) 2. Less than 6 months (20%)	15

Criteria 2: Key Personnel Qualification (20 points)

Sub-Criteria	Score Basis	Score
Technical Supervisor	Valid BQPCA certificate	10
Electricians	Valid BQPCA Certificate	10

Criteria 3: Minimum Staffing (25 points)

Sub-Criteria	Score Basis	Score
Technical Supervisor	One Technical Supervisor	15
Certified Electricians	Minimum five certified electricians	10

Criteria 4: Tools and Equipment (25 points)

Sub-Criteria	Score Basis	Score
Tools and testing equipment	<i>At least one required tool for Earth Resistance, Insulation Resistance (IR), Continuity, and Polarity testing along with calibration certificate</i>	15
Personal Protective Equipment (PPE)	<i>At least one PPE set (insulated gloves, safety footwear, dress, etc.,) for each technician</i>	10

Total: 100 points (30 + 20 + 25 + 25). Minimum qualifying score: 80 points.

Note: work experience for proposed personnel shall be counted from actual experience gained, not from the date of graduation/certification, and shall be supported by documentation from the personnel's Client/Employer, subject to verification by the Evaluation Committee.



SECTION 8: GENERAL CONDITIONS OF CONTRACT (NON-CONSULTING SERVICES)

1. Definitions:

“Contractor” means the Bidder awarded the Contract to perform the Services. “Services” means the inspection and testing services described in the Terms of Reference (Section 6), forming Appendix A to the Contract. “Contract Price” means the lump-sum price stated in the Special Conditions.

2. Standard of Performance: The Contractor shall perform the Services with due diligence, efficiency, and economy, using competent personnel, calibrated equipment, and safe working methods, and in accordance with the applicable electrical safety codes and standards referenced in ERA's Guideline for Approval of Electrical Firms and Certified Electricians.

3. Personnel: The Contractor shall deploy the Technical Supervisor and Certified Electricians named in its Bid for the duration of the assignment. Substitution requires ERA's prior written approval and shall be to personnel of equivalent or better qualification.

4. Reporting: The Contractor shall submit the Inception Report, Batch 1 and Batch 2 completion reports, and the Pilot Completion Report in the format and within the timelines set out in Section 6.8, in both soft and hard copy.

5. Property in Documents: All test records, reports, photographs, and other documents prepared under the Contract shall become and remain the property of ERA.

6. Payment: Payment shall be made against the milestones and percentages set out in the Special Conditions, upon ERA's acceptance of the corresponding deliverable.

7. Liquidated Damages: Where the Contractor fails to complete the Services within the stipulated period without an approved extension, liquidated damages shall apply at the rate set out in the Special Conditions, subject to the stated maximum.

8. Termination: ERA may terminate the Contract for the Contractor's uncured breach, insolvency, or corrupt/fraudulent practice, or for convenience at ERA's discretion upon written notice. Upon termination by default, ERA shall be entitled to recover liquidated damages for delay up to the date of termination, and to recover all actual additional costs reasonably incurred in procuring similar services from an alternative source. The Performance Security shall be encashed to offset such sums, limited to ERA's actual losses and not as an outright forfeiture. Following termination, ERA may directly award the remaining Services or re-tender.

9. Fraud and Corruption: The fraud and corruption definitions and measures at ITB 4 apply equally to the execution of the Contract.

10. Governing Law and Dispute Resolution: The Contract shall be governed by the Applicable Laws of Bhutan. Disputes shall first be settled amicably; failing that, through the Bhutan Alternative Dispute Resolution Centre if both parties agree, or otherwise before the Royal Court of Justice of Bhutan having jurisdiction over the place where the work is executed.



SECTION 9: SPECIAL CONDITIONS OF CONTRACT

GCC Clause	Particulars
1	Contractor: [Insert name of successful Bidder]
2	Applicable safety codes/standards: in accordance with applicable electrical safety codes/standards.
4 / Payment Schedule	Payments shall be made against the following milestones, matching the Terms of Reference (Section 6): - 20% upon submission and acceptance of the Inception Report - 35% upon completion of Inspection and Testing with service reports - 45% upon submission and acceptance of the Pilot Completion Report
6	Tax deduction: 2% of the gross amount of each stage payment (non-refundable), or as amended from time to time by the RGoB.
7	Liquidated Damages: 0.05%–0.1% of the total Contract Price per day of delay, subject to a maximum of 10% of the total Contract Price.
8	Performance Security: 10% of the Contract Price, to be submitted within seven (7) working days of the Letter of Acceptance and before signing the Contract, valid until successful completion of the assignment.
10	Dispute Resolution: as per GCC Clause 10; venue – Royal Court of Justice of Bhutan, Thimphu, if arbitration is not agreed.
Contract Price	Amount in Ngultrum: [Insert amount], all-inclusive lump sum, per the awarded Financial Bid.

Note: payments are scheduled against the deliverables in the Terms of Reference (Section 6).



SECTION 10: FORM OF CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT is made on this ____ day of _____, 20____,

BETWEEN

The Electricity Regulatory Authority, Langjophakha, Thimphu, Bhutan, represented by its Dy. Chief Administrative Officer (hereinafter referred to as “ERA” or “the Procuring Agency”), which expression shall, unless repugnant to the context or meaning thereof, include its successors and permitted assigns, of the ONE PART;

AND

[Insert name of successful Bidder], a firm registered under the laws of the Kingdom of Bhutan, having its registered office at [Insert address] (hereinafter referred to as “the Contractor”), which expression shall, unless repugnant to the context or meaning thereof, include its successors and permitted assigns, of the OTHER PART.

WHEREAS ERA invited bids for the Pilot Inspection and Testing of Electrical Wiring Installation under RFB Ref. No. [Insert New Tender Reference No.], and the Contractor, having submitted a Bid for the provision of such Services, has been notified by ERA that its Bid has been accepted, subject to the terms and conditions set out herein;

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 below.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, and shall take precedence in the following order in the event of any ambiguity or discrepancy between them:

- (a) This Contract Agreement;
- (b) The Letter of Acceptance and Letter of Intent;
- (c) The Bid Submission Form and the Contractor's Bid (Technical and Financial);
- (d) The Special Conditions of Contract (Section 9);
- (e) The General Conditions of Contract (Section 8);
- (f) The Terms of Reference (Section 6) and Evaluation Criteria (Section 7);
- (g) Any other document listed in the Special Conditions of Contract as forming part of the Contract.

3. In consideration of the payments to be made by ERA to the Contractor as stated in this Agreement, the Contractor hereby covenants with ERA to provide the Services and to remedy any defects or non-compliances identified therein, in conformity in all respects with the provisions of the Contract.

4. ERA hereby covenants to pay the Contractor, in consideration of the provision of the Services, the Contract Price, or such other sum as may become payable under the provisions of the Contract, at the times and in the manner prescribed by the Contract.

5. The Contract Price shall be Nu. [Insert amount in figures] (Ngultrum [Insert amount in words] only), all-inclusive, as per the Contractor's accepted Financial Bid.

6. The period for completion of the Services shall be three (3) months from the date of commencement stated in the Letter of Acceptance, unless extended in accordance with the Conditions of Contract.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed in accordance with their respective laws, on the day, month, and year first above written.

For and on behalf of ERA	For and on behalf of the Contractor
Name:	Name:
Designation: Chief Executive Officer	Designation:
Signature:	Signature:
Date:	Date:

Witness (for ERA)	Witness (for the Contractor)
Name:	Name:
Signature:	Signature:
CID:	CID:



APPENDIX: FORM OF PERFORMANCE SECURITY (BANK GUARANTEE)

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

Beneficiary: Electricity Regulatory Authority, Langjophakha, Thimphu

Date: _____

PERFORMANCE GUARANTEE No.: _____

We have been informed that [name of Contractor] (hereinafter called “the Contractor”) has entered into Contract No. [reference number] dated [insert date] with you, for the Pilot Inspection and Testing of Electrical Wiring Installation (hereinafter called “the Contract”).

Furthermore, we understand that, according to the conditions of the Contract, a performance security is required to guarantee the Contractor's proper performance of the Contract.

At the request of the Contractor, we [name of Bank] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of [amount in figures] (Nu. [amount in words]), being 10% of the Contract Price, upon receipt by us of your first written demand accompanied by a written statement that the Contractor is in breach of its obligations under the Contract, without you needing to prove or show grounds for your demand.

This guarantee shall remain valid until successful completion of the assignment under the Contract, or until [Insert date], whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 758.

[Signature(s)]

