



འབྲུག་རྒྱལ་ཁོ་ལས་འཛིན།

**Bhutan Power Corporation Limited
Procurement Services Department
Thimphu: Bhutan**



BPC/PSD-TU/Notification/

25th June 2010

To
The Manager,
Business Bhutan,
Thimphu: Bhutan.

Tel: +975-02-339905

Fax: +975-02-339882

Subject: Publishing Notice Inviting Tender in Business Bhutan.

| | |
|---|---|
| BHUTAN POWER CORPORATION LIMITED PROCUREMENT SERVICES DEPARTMENT NIQ No. BPC/PSD-TU/COM/2010/09 dated 26th June 2010 | |
| Bhutan Power Corporation Limited invites sealed bids from National Dealers with valid trade license for the Supply of the Base Stations, Repeaters, Handsets and Motorola spare parts. | |
| Bid Details: | |
| a) Cost of Bid Document | : Nu. 500.00 (Non-refundable). |
| b) Date of Sale | : 28 th June 2010 to 28 th July 2010. |
| c) Place of sale | : PSD, BPC, Thimphu. |
| d) Date of submission | : 29 th July 2010 (1500 Hrs.) |
| e) Place of submission | : PSD, BPC, Thimphu. |
| f) Opening Date | : 29 th July 2010 (1530 Hrs.) |
| g) Place of Opening | : BPC conference hall, Thimphu. |
| Bidding document can be downloaded from BPC website; (www.bpc.bt). However, the Bidder / Supplier who all have downloaded the Bidding document and intend to participate are required to deposit the cost of the Bidding document along with written application and a license copy at BPC's office prior to Bid sale closing date. | |
| General Manager Procurement Services Department | |

Please publish the following NIQ in Business Bhutan issue on 27th June 2010.

Please note that only the texts that are boxed should appear in the announcement.

Thanking you,

Yours sincerely,

(Pradeep M. Pradhan)
General Manager

Bhutan Power Corporation Limited
Procurement Services Department
Thimphu: Bhutan



Tender No.: BPC/PSD-TU/COM/2010/09

TENDER DOCUMENT
FOR
The Supply and Delivery of Telecommunication Equipments

JUNE 2010

| | | | |
|--|----------------|---|--------------|
| TENDER No. | : | BPC/PSD-TU/COM/2010/09 | |
| DATE | : | 26th June 2010 | |
| Work | : | Supply and Delivery Telecommunication Equipments | |
| <u>CONTENTS OF THE BID DOCUMENT</u> | | | |
| SL.No. | Section | Title | Pages |
| 1 | - | Salient features of the bid | 1 |
| 2 | - | Checklist for bid submission | 1 |
| 3 | Section I | Instruction to Bidders | 9 |
| 4 | Section II | General Conditions of Contract | 9 |
| 5 | Section III | Special Conditions of Contract | 4 |
| 6 | Section IV | Bid Form and Price Schedule | 13 |
| 7 | Section V | Sample Forms | 11 |
| | | a) Bid Security Form | |
| | | b) Contract Form | |
| | | c) Performance Security Form | |
| | | d) Power of Attorney Form | |
| e) Pre-contract integrity pack | | | |

SALIENT FEATURES OF THE BID

| | | | |
|----------|--|--|----------------|
| 1 | Tender No. & date: BPC/PSD-TU/COM/2010/08 dated 26th June 2010 | | |
| 2 | Bid Details | | |
| | a) Cost of the document | Nu. 500.00 | |
| | b) Place of sale | PSD, BPC, Thimphu. | |
| | c) Date of sale | 26 th June 2010 | |
| | d) Last dated of sale | 26 th July 2010 | |
| | e) Date of Pre-bid meeting | 20 th July 2010. | |
| | f) Place of Pre-bid meeting | BPC, Conference hall | |
| | g) Date of submission | 27 th July 2010. | |
| | h) Place of submission | PSD, BPC, Thimphu | |
| | i) Opening date | 27 th July 2010. | |
| | j) Place of opening | BPC, Conference hall | |
| 4 | Bid Security (EMD) | Lot 1 | Nu. 32,000.00 |
| | | Lot 2 | Nu. 135,700.00 |
| 5 | Bid Validity Period | 90 days after the date of tender opening (up to 25 th October 2010) | |
| 6 | EMD Validity Period | 30 days beyond the bid validity period (up to 24 th November 2010) | |
| 6 | Quantity Variation | (+/-) 20 % (percentage) | |

CHECKLIST FOR BID SUBMISSION

| Sl. No. | PARTICULARS | Purchasers Requirement | Bidders to fill up | |
|----------------|--|-------------------------------|---------------------------|-----------|
| | | | YES | NO |
| 1 | Valid Trade Licence | Yes | | |
| 2 | Power of attorney | Yes | | |
| 3 | Signed and dated bid form | Yes | | |
| 4 | EMD drawn in favour of Chief Finance Officer, F&AD, BPC, Thimphu, Bhutan | Yes | | |
| 5 | BIT Tax Clearance Certificate | Yes | | |
| 6 | Dealership certification from BICMA | Yes | | |

SECTION-I
INSTRUCTION TO BIDDER

| | | |
|-----|--|----|
| 1. | Scope of Bid..... | 5 |
| 2. | Eligible Bidders..... | 5 |
| 3. | Cost of Bidding | 5 |
| 4. | Joint Venture | 5 |
| 5. | Bidding Documents..... | 5 |
| 6. | Clarification of Bidding Documents | 6 |
| 7. | Amendment of Bidding Documents | 6 |
| 8. | Language of Bid | 6 |
| 9. | Documents Comprising the Bid | 7 |
| 10. | Bid form | 7 |
| 11. | Bid Prices | 7 |
| 12. | Bid Currencies:..... | 7 |
| 13. | Documents Establishing Eligibility of the Bidder | 7 |
| 14. | Documents Establishing the Bidder's Qualification to Perform the Contract..... | 7 |
| 15. | Bid Security..... | 8 |
| 16. | Period of Validity of Bids | 8 |
| 17. | Alternative Bids: | 9 |
| 18. | Formats and Signing of Bid | 9 |
| 19. | Sealing and Marking of Bids | 9 |
| 20. | Deadline for submission of Bids | 10 |
| 21. | One Bid per Bidder | 10 |
| 22. | Late Bids | 10 |
| 23. | Modification and withdrawal of Bids | 10 |
| 24. | Opening of Bids by Purchaser | 10 |
| 25. | Process to be Confidential..... | 11 |
| 26. | Clarification of Bids..... | 11 |
| 27. | Preliminary Examination of Bids..... | 11 |
| 28. | Evaluation and Comparison of Bids | 12 |
| 29. | Contacting the Purchaser | 12 |
| 30. | Purchasers' Right to Accept Any Bid and to Reject Any or All Bids | 12 |
| 31. | Post qualification and Award..... | 13 |
| 32. | Purchasers Right to Vary Quantities at Time of Award | 13 |
| 33. | Notification of Award | 13 |
| 34. | Signing of Contract | 13 |

Section I

| | |
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| Instructions to Bidders | |
| A. GENERAL | |
| 1. Scope of Bid | |
| 1.1 | The Procurement Services Department, Bhutan Power Corporation Ltd, Thimphu (hereinafter referred to as "the Purchaser") wishes to receive bids for the Supply and Delivery of Telecommunication Equipments (hereinafter referred to as "the Goods"). |
| 1.2 | All bids are to be completed and returned to the Purchaser in accordance with these instructions to the bidders. |
| 1.3 | <i>All terms and conditions that require special attention and are specific to this bid are highlighted (shaded), written in bold and /or italics. The bidder shall, under no circumstances waive responsibility of not having comprehended their implication in this bid document</i> |
| 2. Eligible Bidders | |
| 2.1 | The Invitation for bids is open to all authorized Telecommunication Equipment dealers who hold a valid trade license issued by Ministry of Economic Affairs (erstwhile Ministry of Trade and Industry) of RGOB. (Supporting evidence to corroborate the claim must be enclosed). |
| 2.2 | The Bidder has an established shop in Bhutan selling similar items. |
| 2.3 | <i>The bidder should submit the following certificates:</i> |
| | (a) <i>ISO Certificate</i> |
| | (b) <i>Manufacturing certificate issued by the manufacturer</i> |
| | (c) <i>Dealers certificate issued by the manufacturer</i> |
| | (d) <i>Dealers certificate issued Bhutan Info Comm. and Media Authority (BICMA)</i> |
| 2.3 | Conflict of interest - No spouse or dependant of a BPC employee shall be allowed to participate in supply of goods to the particular office where the employee is employed or where the employee has an authority over it. |
| 3. Cost of Bidding | |
| 3.1 | The bidder shall bear all costs associated with the preparation and delivery of its bid and the Purchaser will in no case be responsible or liable for those costs. |
| 4. Joint Venture | |
| 4.1 | No Joint Ventures shall be allowed. |
| B The Bidding Documents | |
| 5. Bidding Documents | |
| 5.1 | The goods required, bidding procedures and Contract terms are prescribed in the bidding documents. In addition to the Notice Inviting Tender, the Bidding Documents include: |

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| | I. Instructions to bidders |
| | II. General Conditions of Contract |
| | III. Special Conditions of Contract |
| | IV. Bid Form and Price Schedules |
| | V. Sample Forms |
| | Bid Security Form |
| | Contract Form |
| | Performance Security Form |
| | Power-of-attorney form (if any) |
| 5.2 | The bidder is expected to examine the bidding documents, including all instructions, forms, terms and specifications. Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive to the Bidding Documents in every respect would result in the rejection of that Bid. |
| 6. | Clarification of Bidding Documents |
| 6.1 | Prospective bidders requiring any further information or clarification of the bidding documents may notify the Purchaser in writing or by fax at the Purchaser's mailing address indicated in the Notice Inviting Tender. The Purchaser will respond in writing to any request for information or clarification of the bidding documents, which it receives no later than 10 (Ten) days prior to the deadline for the submission of Bids prescribed by the Purchaser. The Purchaser's response (including an explanation of the query) will be sent in writing or by fax to all prospective bidders who have purchased the Bidding Documents. |
| 7. | Amendment of Bidding Documents |
| 7.1 | At any time prior to the deadline for submission of bids, the Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the Bidding Documents by addendum. |
| 7.2 | The amendment shall be part of the Bidding Documents, pursuant to Sub-Clause 5.1 and it will be notified in writing or by fax to all prospective bidders who have received the Bidding Documents, and will be binding on them. |
| 7.3 | In order to afford prospective bidders reasonable time in which to take the amendment into account in preparing their Bids, the Purchaser may, at its discretion, extend the deadline for the submission of Bids. |
| C. | Preparation of Bid |
| 8. | Language of Bid |
| 8.1 | The language of Bid shall be English. In the event of a Bidder furnishing any printed catalogue/literature for the Goods and Services in any other languages; the same shall be accompanied by English translation and for the purpose of interpretation, the English translation shall govern. |

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| 9. | Documents Comprising the Bid |
| 9.1 | The Bid prepared by the bidder shall comprise the following components: |
| | (a) Bid Form and Price Schedules completed in accordance with Clause 10, 11 and 12; |
| | (b) Documentary evidence establishing, in accordance with Clause 13, that the Bidder is eligible to bid. |
| | (c) Documentary evidence establishing, in accordance with Clause 14, that the Bidder is qualified to perform the Contract if it's Bid is accepted; |
| | (d) Bid security furnished in accordance with Clause 15. |
| 10. | Bid form |
| 10.1 | The bidder shall complete an original and two copies of the Bid Form and the appropriate Price Schedules furnished in the Bidding Documents. |
| 11. | Bid Prices |
| 11.1 | The bidder shall complete the appropriate Price Schedules included herein, stating the unit prices, total price per item, the total amount and the expected countries of origin of the Goods to be supplied under the Contract. Price should be C.I.F Thimphu inclusive of all taxes and duties and should be firm for the period of the bid validity. |
| 11.2 | All goods are in Lot wise for easy identification <i>Bidders shall have the option of submitting a proposal on any or both the lots.</i> |
| 11.3 | <i>Both the lots consist of different items. If the bidder has not quoted for some items within the lot, and the items do not represent a major/integral part of the lot, then the average rates from other responsive bids shall be cost loaded for the purpose of the evaluation of that lot. The Bids shall be evaluated and awarded on lot basis or in item wise basis in a manner that is most advantageous to the Purchaser for that particular item.</i> |
| 11.4 | <i>Prices quoted by the bidder shall remain fixed and valid for 90(ninety) days from the date of bid opening and will not be subject to variation on any account. A bid submitted with price adjustment condition will be treated as non-responsive and will be rejected.</i> |
| 12 | Bid Currencies: |
| 12.1 | Prices shall be quoted in Ngultrum or Indian Rupee and payment shall be made only in Ngultrum or Rupees. |
| 13 | Documents Establishing Eligibility of the Bidder |
| 13.1 | The bidder shall furnish, as part of its Bid, certification establishing the bidder's eligibility to bid pursuant to Clause 2. |
| 14. | Documents Establishing the Bidder's Qualification to Perform the Contract |
| 14.1 | The equipments supplied should be compatible with the existing Motorola equipments: - The bidder should demonstrate their equipment at the time of Pre-bid meeting so as to examine its compatibility with the existing Motorola equipments of Bhutan Power Corporation Limited |

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| 14.2 | The documentary evidence of the Bidder's Qualification to Perform the Contract, if its bid is accepted, shall establish to the purchaser's satisfaction prior to award of Contract: |
| (a) | Turn Over- The bidder shall demonstrate that it has financial annual turn over of Nu. 3.5 million for three years. |
| | <i>Documents required:</i> Copy of financial statements and Tax clearance certificate issued by a Bank and Department of Revenue and Custom, MOEA respectively to substantiate the capacity of the bidder. |
| (b) | |
| 14.3 | Any bid not secured in accordance with Sub-Clause 14.1 and 14.2 above will be treated as non-responsive. |
| 15 | Bid Security |
| 15.1 | Pursuant to Clause 9, the bidder shall furnish, as part of its Bid, a bid security against each item as indicated in serial number 4 of Salient Features of the bid drawn in favour of Chief Finance Officer, FAD, Bhutan Power Corporation Ltd, Thimphu. |
| 15.2 | The Bid security shall be valid for 120 (One hundred Twenty) days from the date of tender opening (i.e. valid up to 24th November 2010) and shall be in the form of Bank Guarantee/Demand Draft/Cash Warrant issued by any recognized financial institution. |
| 15.3 | Any Bid not secured in accordance with Sub-Clause 15.1 and 15.2 above shall be rejected by the Purchaser as non-responsive. |
| 15.4 | An unsuccessful bidder's bid security will be discharged/returned as promptly as possible upon award of Contract, but in any event not later than thirty (30) days after the expiration of the period of bid validity prescribed by the Purchaser, pursuant to Clause 15. |
| 15.5 | The successful bidder's bid security will be discharged/returned upon furnishing the performance security, pursuant to Clause 34 and the bidder's executing the Contract, pursuant to Clause 35. |
| 15.6 | The bid security may be forfeited: |
| | (a) If a bidder withdraws its Bid during the period of bid validity specified by the bidder on the Bid Form; or |
| | (b) In the case of a successful bidder, if the bidder fails |
| | (i) To sign the Contract in accordance with Clause 35; or |
| | (ii) To furnish the performance security in accordance with Clause 36. |
| 16. | Period of Validity of Bids |
| 16.1 | <i>Bids shall remain valid for 90 days (i.e. till 25th October 2010) from the date of bid opening prescribed by the Purchaser.</i> |
| 16.2 | Notwithstanding Sub-Clause 16.1 above, the Purchaser may solicit bidder's consent to an extension of the period of bid validity. The request and the responses thereto shall be made in writing or by fax. If the bidder agrees to the extension request, the validity of the bid security provided under Clause 16 shall also be suitably extended. A Bidder may refuse the request without forfeiting its bid security. Bidders granting the request will not be required or permitted to modify its Bid. |

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| 17 | Alternative Bids: |
| 17.1 | Alternative bids are not allowed. A Bid with alternative bids will be rejected and considered as non-responsive. |
| 18 | Pre-Bid Meeting |
| 18.1 | <i>The bidder or its official representative is invited to attend a pre-bid meeting which will take place at BPC Conference Hall, Thimphu on 20th July 2010, 10:30 hours.</i> |
| 18.2 | The purpose of the meeting is to demonstrate their equipment so as to examine its compatibility with the existing Motorola equipments of Bhutan Power Corporation Limited |
| 18.2 | The purpose of the meeting will also be to clarify issues and to answer questions on any matter that may be raised at that stage. |
| 18.3 | The bidder is requested to submit any questions in writing or by fax, to reach the Employer not later than one week before the meeting. |
| 18.4 | Proceedings of the meeting, including the text of the questions raised and the responses given, will be transmitted without delay to all purchasers of the bidding documents. Any modification of the bidding documents which may become necessary as a result of the pre-bid meeting shall be made by the Purchaser exclusively through the issue of an Addendum and not through the minutes of the pre-bid meeting. |
| 18.5 | <i>Non-attendance at the pre-bid meeting will be a cause for disqualification of a bidder.</i> |
| 19 | Formats and Signing of Bid |
| 19.1 | The original Bid Form and accompanying documents (as specified in Clause 9), clearly marked "Original Bid" must be received by the Purchaser at the date, time and place specified pursuant to Clauses 19 and 20. In the event of any discrepancy between the original and the copies, the original shall govern. |
| 19.2 | The original bid shall be typed or written in indelible ink and shall be signed by the bidder or a person(s) duly authorized to sign on behalf of the bidder. Written power-of-attorney accompanying the Bid shall indicate such authorization. The person or persons signing the Bid shall initial all pages of the Bid, except for un-amended printed literature. The name and position held by each person signing must be typed or printed below the signature. |
| 19.3 | The Bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the bidder, in which case such correction shall be initialled by the person or persons signing the Bid |
| D. | Submission of Bids |
| 20. | Sealing and Marking of Bids |
| 20.1 | The bidder shall seal the original and copy of the Bid in an inner and an outer envelope, duly marking the envelopes as "original" and "copy". |
| 20.3 | The inner and outer envelopes shall: |
| | (a) Be addressed to the Purchaser at the following address |
| | The General Manager |
| | Procurement Services Department |

| | |
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| Bhutan Power Corporation Limited | |
| Post Box No.: 580 | |
| Thimphu: Bhutan | |
| (b) | Bear the words ("Supply and Delivery of Telecommunication Equipment"), the Tender Number and the words " DO NOT OPEN BEFORE 15:30 hours on 27th July 2010 ". In addition to the information required in Sub-Clauses (a) and (b) above, the inner envelope 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 Clause 22. |
| 20.4 | If the outer envelope is not sealed and marked as required by Sub-Clause 20.2, the Purchaser will not be responsible for the bid misplacement or premature open |
| 21. Deadline for submission of Bids | |
| 21.1 | The original Bid must be received by the Purchaser at the address specified in Sub-Clause 18.3 not later than " 15:00 hours on 27th July 2010 ". |
| 21.2 | The Purchaser may, at its discretion, extend the deadline for the submission of Bids by amending the Bidding Documents in accordance with Clause 7, in which case all right and obligations of the Purchaser and bidders previously subject to the deadline will thereafter be subject to the deadline as extended. |
| 22. One Bid per Bidder | |
| 22.1 | Each bidder shall submit only one Bid either by itself, or as a responsible officer in the management of the company. A bidder who submits or participates in more than one Bid (except alternative Bids if allowed, pursuant to Clause 18) will be disqualified. |
| 23. Late Bids | |
| 23.1 | Any Bid received by the Purchaser after the deadline for submission of Bids prescribed by the Purchaser, pursuant to Clause 20, will be declared "Late" and rejected and returned unopened to the bidder. |
| 24. Modification and withdrawal of Bids | |
| 24.1 | The bidder may modify or withdraw its Bid after the Bid's submission, provided that written notice of the modification or withdrawal is received by the Purchaser prior to the deadline prescribed for submission of Bids. |
| 24.2 | The bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with provisions of Clause 19. A withdrawal notice may also be sent by fax but must be followed by a signed confirmation copy. |
| 24.3 | No Bid may be modified subsequent to the deadline for submission of Bids. |
| 24.4 | No Bid may be withdrawn in the interval between the deadline for submission of Bids and the expiration of the period of bid validity specified by the bidder on the Bid Form. |
| 25. Opening of Bids by Purchaser | |

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| 25.1 | <i>The Bidder's representative attending the Bid opening shall have an Authorization Letter from the Bidder, without which the representative will not be permitted to attend the public Bid Opening.</i> |
| 25.2 | The Purchaser will open the Bids, in the presence of bidders' representatives who choose to attend at 15:30 hours on same day (27th July 2010) and at the following location. <i>BPC Conference Hall, Bhutan Power Corporation Ltd, Thimphu: Bhutan</i> |
| | The bidders' representatives who are present shall sign a register/bidders attendance sheet evidencing their attendance. |
| 25.3 | <i>The bidders' names, record of demonstration, prices of bids, all discounts offered, modifications and bid withdrawals, and the presence or absence of the requisite bid security, and such other details as the Purchaser, at its discretion, may consider appropriate will be announced and recorded at the opening. Any bid price, or discount, which is not read out and recorded at the bid opening, will not be taken into account in bid evaluation.</i> |
| 26. | Process to be Confidential |
| 26.1 | Information relating to the examination, clarification, evaluation and comparison of Bids and recommendations for the award of a contract shall not be disclosed to bidders or any other persons not officially concerned with such process. Any effort by a bidder to influence the Purchaser's processing of Bids or award decisions may result in the rejection of the bidder's Bid |
| 27 | Clarification of Bids |
| 27.1 | To assist in the examination, evaluation and comparison of Bids, the Purchaser may, at its discretion, ask the bidder for a clarification of its Bid. All responses to requests for clarification shall be in writing, and no change in the price or substances of the Bid shall be sought, offered or permitted. |
| 28 | Preliminary Examination of Bids |
| 28.1 | The Purchaser will examine the bids to determine whether they are complete, whether any computational errors have been made, whether the required sureties have been furnished, whether the documents have been properly signed, and whether the Bids are generally in order. |
| 28.2 | Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price per item that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price per item will be corrected. If there is a discrepancy between the Total Amount and the sum of the Total price per item, the sum of the total price per item shall prevail and the Total Amount will be corrected. In case of any discrepancy between "original" and "copy", "Original" shall govern. |
| 28.3 | Prior to the detailed evaluation, pursuant to Clause 28, the Purchaser will determine substantial responsiveness of each Bid to the Bidding Documents. A substantially responsive Bid is one, which conforms to all the terms and conditions of the Bidding |

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| | Documents without material deviation or reservation. A material deviation or reservation is one (i) which effects in any substantial way the scope, quality or performance of the Goods; (ii) which limits in any substantial way, inconsistent with the provisions of the bidding documents, the Purchaser's rights or the bidder's obligations under the Contract; or (iii) whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive bids. |
| 28.4 | A Bid determined as not substantially responsive will be rejected by the Purchaser and may not subsequently be made responsive by the bidder by correction of the non-conformity. |
| 29 | Evaluation and Comparison of Bids |
| 29.1 | The Purchaser will evaluate and compare the Bids previously determined to be substantially responsive pursuant to clause 28. |
| 29.2 | The Purchaser's evaluation of a Bid will exclude and not take into account any allowance for price adjustment during the period of execution of the contract, if provided in the bid. |
| 29.3 | (a) the comparison shall be of the price of the goods to be offered from within Bhutan (b) <i>The Goods covered by this bidding are required to be delivered in accordance with and completed within the Contract Execution Schedule specified in the Special Conditions of Contract; Bidders are required to base their prices on the specified Contract Execution Schedule. No credit will be given to earlier completion. Bids offering late delivery schedules (LDS) will be accepted but the Bids shall be adjusted for the purpose of the bid evaluation only adding at the rate of @ one (1) percent of the bid price for each week of delay to the bid price. Bids offering delivery schedules beyond two months of the date specified in the Special Conditions of Contract shall be rejected.</i> (c) <i>No conditional offer(s) shall be allowed. A bid with conditional offers shall be liable for rejection.</i> |
| 29.4 | The Purchaser's evaluation of a Bid will take into account, in addition to the bid price, the following factors, in the manner and to the extent indicated in this clause. (a) <i>Contractual and Commercial Deviations: The cost of all-quantifiable deviations and omissions from the contractual and commercial conditions shall be evaluated. The Purchaser will make its own assessment of the cost of any deviations for the purpose of ensuring fair comparison of Bids.</i> |
| 30 | Contacting the Purchaser |
| 30.1 | Subject to Clause 26, no bidder shall contact the Purchaser on any matter relating to its Bid, from the time of bid opening to the time the Contract is awarded. |
| 30.2 | Any effort by a Bidder to influence the Purchaser in the Purchaser's decisions in respect of bid evaluation, bid comparison or Contract awards will result in the rejection of the bidder's Bid. |
| 31 | Purchasers' Right to Accept Any Bid and to Reject Any or All Bids |
| 31.1 | 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 award of Contract, without thereby |

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| | incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the ground for the Purchaser's action. |
| F. Award of Contract | |
| 32 Post qualification and Award | |
| 32.1 | The Purchaser will determine to its satisfaction whether the bidder selected as having submitted the lowest-evaluated, responsive Bid is qualified to satisfactorily perform the Contract. |
| 32.2 | An affirmative determination will be a prerequisite for award of the Contract to the bidder. A negative determination will result in rejection of the bidder's Bid. |
| 32.3 | The Purchaser will award the Contract to the successful bidder whose Bid has been determined to be the lowest-evaluated responsive Bid, provided further that the bidder is determined to be qualified to satisfactorily perform the Contract. |
| 33 Purchasers Right to Vary Quantities at Time of Award | |
| 33.1 | <i>The Purchaser reserves the right to increase up to twenty (20%) or decrease by up to twenty percent (20%) of the BOQ quantities, without any change in price or other terms and conditions.</i> |
| 33.2 | <i>The Purchaser also reserves right to purchase additional quantities upto 20% at the same price, terms and conditions. The rates for this additional 20% shall not be varied and shall be valid for up to December 2010.</i> |
| 34 Notification of Award | |
| 34.1 | The Purchaser will notify the successful bidder in writing by registered letter, or by fax to be confirmed in writing by registered letter, that its Bid has been accepted and on which basis the Bid has been accepted. |
| 34.2 | The notification of award will constitute the formation of a contract, until the Contract has been affected pursuant to Clause 35. |
| 35 Signing of Contract | |
| 35.1 | Within 15 (Fifteen) days from the date of issue of the notification of award of contract, the successful bidder are requested to come and sign, date and seal the contract agreement at the Office of the General Manager, Procurement Services Department, Bhutan Power Corporation Ltd, Thimphu, Bhutan. |
| 35.1 | Within 10 (TEN) days of the receipt of notification of award of contract or at the time of signing of contract which ever is earlier, the successful Bidder shall furnish the performance security, in accordance with the Conditions of Contract. |
| 35.2 | The Performance Security @10% of the contract Rate shall be furnished by the successful bidder in the form of Demand Draft/Cash Warrant/Bank Guarantee issued by any recognized financial institution. |

SECTION II
GENERAL CONDITIONS OF CONTRACTS

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|--|----|
| 1. DEFINITIONS | 14 |
| 2. USE OF CONTRACT DOCUMENTS AND INFORMATION..... | 14 |
| 3. CHANGE ORDERS | 15 |
| 4. CONTRACT AMENDMENTS..... | 15 |
| 5. SUBCONTRACTS | 15 |
| 6. COUNTRY OF ORIGIN | 16 |
| 7. INSPECTION AND TESTS..... | 16 |
| 8. PACKING..... | 16 |
| 9. DELIVERY AND DOCUMENTS | 17 |
| 10. PATENT RIGHTS..... | 17 |
| 11. PERFORMANCE SECURITY | 17 |
| 12. INSURANCE | 17 |
| 13. WARRANTY | 18 |
| 14. PAYMENT | 18 |
| 15. PRICES..... | 19 |
| 16. EXTENSIONS IN THE SUPPLIER'S PERFORMANCE | 19 |
| 17. LIQUIDATED DAMAGES | 20 |
| 18. TERMINATION FOR DEFAULT..... | 20 |
| 19. TERMINATION FOR INSOLVENCY | 20 |
| 20. TERMINATION FOR INCONVENIENCES | 20 |
| 21. RESOLUTION OF DISPUTES..... | 21 |
| 22. APPLICABLE LAW | 21 |
| 23. FORCE MAJEURE | 21 |
| 24. ASSIGNMENT..... | 22 |
| 25. CONTRACT LANGUAGE..... | 22 |
| 26. TAXES AND DUTIES..... | 22 |
| 27. HEADINGS | 22 |
| 28. WAIVER | 22 |

**SECTION II
GENERAL CONDITIONS OF CONTRACTS**

| SECTION II GENERAL CONDITIONS OF CONTRACTS | |
|---|---|
| 1. DEFINITIONS | |
| 1.1 | In this Contract, the following terms shall be interpreted as indicated: |
| a | "The Contract" means the agreement entered into between the Purchaser and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein. |
| b | "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations. |
| c | "The Goods" means all the equipment, machinery, and/or other materials, which the Supplier is required to supply to the Purchaser under the Contract. |
| d | "The Services" means those services ancillary to the supply of the Goods, such as transportation and Insurance, provision of technical assistance, training, and other such obligations of the Supplier covered under the Contract. |
| e | "The Purchaser" means the Bhutan Power Corporation Limited with its corporate office at Thimphu, Bhutan. |
| f | "The Supplier" means the individual or firm supplying the Goods and Services under this Contract. |
| g | "Day" means calendar day. |
| 2. USE OF CONTRACT DOCUMENTS AND INFORMATION | |
| 2.1 | The Supplier shall not, without the Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification, drawings, pattern, sample or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Supplier in the Performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance. |
| 2.2 | The Bidder/Supplier shall not, without the Purchaser's prior written consent, make use of any document or information specified in Clause 2.1 above, except for purposes of performing the Contract. |
| 2.3 | Any document, other than the Contract itself, specified in Clause 2.1 above, shall remain the property of the Purchaser and shall be returned (in all copies) to the Purchaser, on |

**SECTION II
GENERAL CONDITIONS OF CONTRACTS**

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| | completion of the Supplier's performance under the Contract, if so required by the Purchaser. |
| 3. CHANGE ORDERS | |
| 3.1 | The Purchaser may at any time, by a written notice to the Supplier, 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; or |
| b | The method of shipment or packing; or |
| c | The place of delivery. |
| 3.2 | <i>Upon notification by the Purchaser of such change, the Supplier shall submit to the Purchaser an estimate of costs for the proposed change (hereinafter referred to as the Change) within ten (10) calendar days of receipt of notice of the change, and shall include an estimate of the impact (if any) of the change on the delivery dates under the Contract, as well as a detailed schedule for the execution of the change, if applicable.</i> |
| 3.3 | The Supplier shall not perform changes in accordance with Clause 3.1 above until the Purchaser has authorized a change order in writing on the basis of the estimate provided by the Supplier as described in Clause 3.2 above. |
| 3.4 | Changes mutually agreed upon as a Change shall constitute a part of the work under this Contract, and the provisions and conditions of the Contract shall apply to said change. |
| 4. CONTRACT AMENDMENTS | |
| 4.1 | Subject to Clause 3, no variation in or modification of the conditions and terms of the contract shall be made except by written amendment signed by the parties. |
| 5. SUBCONTRACTS | |
| 5.1 | The Supplier shall not subcontract all or any part of the Contract without first obtaining the Purchaser's approval in writing of the subcontracting and the subcontractor in case of works. In case it is found that the supplier has subcontracted the supply to the another supplier, without the purchaser's approval, action will be taken as per the law of the kingdom (Bhutan) including the termination of the contract and forfeiting the performance security. |
| 5.2 | The supplier guarantees that any and all subcontractors of the Supplier to performance of any part of the work under the Contract will comply fully with the terms of the Contract applicable to such part of the work under the Contract. |

**SECTION II
GENERAL CONDITIONS OF CONTRACTS**

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| 6. COUNTRY OF ORIGIN | |
| 6.1 | All Goods supplied under the Contract shall have their origin in eligible countries if these eligible countries are specified in the Special Conditions of Contract. For purposes of this Clause, "origin" shall be considered to be the place where the Goods were mined, grown or produced. Goods are produced when, through manufacturing, processing or substantial and major assembling of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components. |
| 7. INSPECTION AND TESTS | |
| 7.1 | The Purchaser or its representatives shall have the right to inspect and/or to test the Goods to confirm their conformity to the Specifications. The Special Conditions of Contract and/or the Specifications shall specify what inspections and tests the Purchaser requires and where they are to be conducted. The Purchaser shall notify the Supplier in writing of the identity of any representatives retained for these purposes. |
| 7.2 | The inspections and tests may be conducted on the premises of the Supplier/purchaser, at point of delivery and at the Goods' final destination. Where conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser. Purchaser may not inspect equipment/materials at the works of manufacturers/vendors. On receipt of goods if it is found that it is of inferior quality, it will be shipped back at the cost of the supplier for replacement. The supplier shall also furnish copies of relevant reference IS/IEC/BS documents and test certificates. |
| 7.3 | Should any inspected or tested Goods fail to conform to the Specifications, the Purchaser may reject them, and the Supplier shall either replace the rejected Goods or make all alterations necessary to meet the requirements of the Specifications, free of cost to the Purchaser. |
| 7.4 | The Purchaser's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival in the Bhutan shall in no way be limited or waived by reason of the Goods' having previously been inspected, tested and passed by the Purchaser or its representatives prior to the Goods' shipment from the country of origin. |
| 7.5 | Nothing in this Clause 7 shall in any way release the Supplier from any Warranty or other obligations under the Contract. |
| 8. PACKING | |
| 8.1 | 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. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, |

**SECTION II
GENERAL CONDITIONS OF CONTRACTS**

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| | and open storage. Packing case size 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. |
| 8.2 | 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 Special Conditions of Contract and in any subsequent instructions ordered by the Purchaser. |
| 9. DELIVERY AND DOCUMENTS | |
| 9.1 | Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in the special terms and conditions of the bid document. The details of shipping and/or other documents to be furnished by the Supplier are specified in the Special Conditions of Contract. |
| 10. PATENT RIGHTS | |
| 10.1 | The Supplier shall indemnify and hold the Purchaser harmless against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods or any part thereof. |
| 11. PERFORMANCE SECURITY | |
| 11.1 | The Supplier shall cause performance security to be furnished to the Purchaser in the amount indicated in the contract form. Such performance security shall be provided, in a form satisfactory to the Purchaser, at the time of signing of the contract. |
| 11.2 | 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 work under the Contract. The Supplier shall cause the validity period of the performance security to be extended for such period(s) as the contract performance may be extended pursuant to Clause 16.2 |
| 11.3 | The performance security shall be denominated in a currency of the Contract and shall be in one of the following forms: |
| a | A Demand Draft/Cash Warrant/Bank Guarantee issued by a bank acceptable to the Purchaser. |
| 12. INSURANCE | |
| 12.1 | All Goods supplied under the Contract shall be fully insured in the currency of Contract against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery, in the manner specified in the Special Conditions of Contract. |

**SECTION II
GENERAL CONDITIONS OF CONTRACTS**

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| 13. WARRANTY | |
| 13.1 | The Supplier warrants to the Purchaser that the Goods supplied under the Contract will comply strictly with Contract, shall be first class in every particular case and shall be free from defects. The Supplier further warrants to the Purchaser that all materials, equipment and supplies furnished by the Supplier or its subcontractors for the purpose of the Goods will be new, merchantable of the most suitable grade, and fit for their intended purposes. |
| 13.2 | This Warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof, as the case may be, have been delivered and commissioned or for eighteen (18) months after the date of shipment from the port of loading in the country of origin, whichever period concludes earlier, unless specified otherwise in the Special Conditions of Contract. |
| 13.3 | <i>As a proof of performance warranty, the purchaser will not release the 10% performance security money (for a period not exceeding twelve (12) months or as indicated in the SCC clause 6) that will be deposited by the supplier at the time of signing contract until the time the materials supplied have been successfully field tested and proven their quality.</i> |
| 13.4 | The Purchaser shall promptly notify the Supplier in writing of any claim arising under this Warranty. |
| 13.5 | Upon receipt of such notice, the Supplier shall promptly repair or replace the defective Goods or parts thereof, without cost to the Purchaser other than, where applicable, the cost of inland delivery of the repaired or replaced Goods or parts from the port of entry to the final destination. |
| 13.6 | Without prejudice to Clauses 13.2 and 13.5 above, the Supplier shall promptly correct, at no cost to the Purchaser, any defect in any work of correction performed pursuant to Clauses 13.2 and 13.5 above, upon receipt of written notice of defect within twelve (12) months from acceptance of the corrected defect. |
| 13.7 | If the Supplier, having been notified, fails to remedy the defect(s) in accordance with the Contract, the Purchaser may proceed to take such remedial action as may be necessary, at the Supplier's expense. The Supplier's Warranty pursuant to this Clause 13 is without prejudice to any other rights or remedies, which the Purchaser may have against the Supplier under the Contract. |
| 14. PAYMENT | |
| 14.1 | The method and conditions of payment to be made to the Supplier under this Contract shall be specified in the Special Conditions of Contract. |
| 14.2 | The Supplier's request(s) for payment shall be made to the Purchaser in writing |

**SECTION II
GENERAL CONDITIONS OF CONTRACTS**

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| | accompanied by an invoice describing, as appropriate, the Goods delivered and services performed, and by documents submitted pursuant to Clause 9 and upon fulfillment of other obligations stipulated in the Contract. |
| 14.3 | Payment shall be made promptly by the Purchaser, but in no case later than 30 (thirty) days after submission of an invoice or claim by the Supplier. |
| 14.4 | The currency or currencies in which payment is made to the Supplier under this Contract will be made in the currency or currencies specified in the Bid Form. |
| 15. PRICES | |
| 15.1 | Prices charged by the Supplier for Goods delivered and Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid, which the exception of any change in price resulting from a Change Order issued in accordance with Clause 3, or if applicable, adjustments authorized in accordance with the price adjustment provisions specified in the Special Conditions of Contract. |
| 16. EXTENSIONS IN THE SUPPLIER'S PERFORMANCE | |
| 16.1 | Delivery of the Goods shall be made by the Supplier in accordance with the Contract Execution Schedule, pursuant to the Special Conditions of Contract. |
| 16.2 | The Supplier may claim extension of the time limits as set forth in the Contract Execution Schedule in case of: |
| a | Change in the Goods ordered by the Purchaser pursuant to Clause 3; |
| b | Delay of any materials, drawings or services, which are to be provided by the Purchaser; services provided by the Purchaser shall be interpreted to include all approvals by the Purchaser under the Contract; |
| c | Force Majeure pursuant to Clause 23; and |
| d | Delay in performance of work caused by orders issued by the Purchaser. |
| 16.3 | The Supplier shall demonstrate to the Purchaser's satisfaction that it has used its best endeavours or overcome such causes for delay, and the parties will mutually agree upon remedies to mitigate or overcome such causes for delay. |
| 16.4 | Notwithstanding Clause 16.2 above, the Supplier shall not be entitled to an extension of time for completion unless the Supplier, at the time of such circumstances arising, immediately has notified the Purchaser in writing of any delay that it may claim as caused by circumstances pursuant to Clause 16.2 above; and upon request of the Purchaser, the Supplier shall substantiate that the delay is due to the circumstances referred to by the Supplier. |

**SECTION II
GENERAL CONDITIONS OF CONTRACTS**

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| 17. LIQUIDATED DAMAGES | |
| 17.1 | Subject to Clause 23, Force Majeure, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Purchaser shall without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the Special Conditions of Contract 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 the Special Conditions of Contract. Once the maximum is reached, the Purchaser may consider termination of the Contract pursuant to Clause 18, Termination for Default. |
| 18. TERMINATION FOR DEFAULT | |
| 18.1 | The Purchaser may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, terminate the Contract in whole or in part: |
| a | If the Supplier fails to deliver any or all of the Goods within the time period(s) specified in the Contract, or any extension thereof granted by the Purchaser, pursuant to Clause 16; or |
| b | If the supplier fails to perform any other obligation(s) under the Contract; and |
| c | If the Supplier, in either of the above circumstances, does not cure its failure within a period of 10 (ten) calendar days (or such longer period as the Purchaser may authorize in writing) after receipt of a notice of default from the Purchaser specifying the nature of the default(s). |
| 18.2 | In the event the Purchaser terminates the Contract in whole or in part, pursuant to Clause 18.1 above, the Purchaser may procure, upon such terms and in such manner, as it deems appropriate, goods similar to those undelivered, and the Supplier shall be liable to the Purchaser for any excess cost for such similar goods. Notwithstanding the above, the Supplier shall continue performance of the Contract to the extent not terminated. |
| 19. TERMINATION FOR INSOLVENCY | |
| 19.1 | The Purchaser may at any time terminate the Contract by giving written notice to the Supplier, without compensation to the Supplier, if the Supplier becomes bankrupt or otherwise insolvent. Notwithstanding the above, such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Purchaser. |
| 20. TERMINATION FOR INCONVENIENCES | |
| 20.1 | The Purchaser may, by written notice sent to the Supplier, terminate the Contract, in |

**SECTION II
GENERAL CONDITIONS OF CONTRACTS**

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| | whole or in part, at any time for its convenience. The notice of termination shall specify that termination be for the Purchaser's convenience, the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effect. |
| 20.2 | The Goods that are complete and ready for shipment within 30 (thirty) days after the Supplier's receipt of notice of termination shall be purchased by the Purchaser at the Contract prices and on the other Contract terms. For the remaining Goods, the Purchaser may elect: |
| a | To have any portion thereof completed and delivered at the contract prices and on the other Contract terms; and/or |
| b | To cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and for materials and part previously procured by the Supplier for the purpose of the Contract, together with a reasonable allowance for overhead and profit. |
| 21. RESOLUTION OF DISPUTES | |
| 21.1 | 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. |
| 21.2 | If, after 30 (thirty) days from the commencement of such informal negotiations, the Purchaser and the Supplier have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution by arbitration as described in Clause 21.3. |
| 21.3 | If the dispute is to be settled by arbitration, the Purchaser and the Supplier shall be entitled to appoint one member each, and third arbitrator will be appointed by both of them by mutual consent. If either the Purchaser or the Supplier fails to appoint a representative, or both of them cannot agree on the appointment of a third member within thirty (30) days from the date of agreement to refer the matter for arbitration, then the case will be referred to the proper court in Bhutan for adjudication. The award shall be final and binding on the parties. If the disputes are settled by Arbitration, the cost of Arbitration shall be borne by both parties equally. |
| 22. APPLICABLE LAW | |
| 22.1 | The Contract shall be governed by and interpreted in accordance with the laws of the Bhutan. |
| 23. FORCE MAJEURE | |
| 23.1 | In the event that the Supplier or any of its subcontractors or the Purchaser is delayed in |

**SECTION II
GENERAL CONDITIONS OF CONTRACTS**

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| | performing any of their respective obligations under the Contract, and such delay is caused by Force Majeure, including but not limited to war, civil insurrection, fires, floods, epidemics, earthquakes, quarantine restrictions and freight embargoes, such delay may be excused as provided in Clause 16, and the period of such delay may be added to the time of performance of the obligation delayed. |
| 23.2 | If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof within 10 days. 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. |
| 24. ASSIGNMENT | |
| 24.1 | The Supplier shall not assign, in whole or in part, its obligations to perform under the Contract, except with the Purchaser's prior written consent. |
| 25. CONTRACT LANGUAGE | |
| 25.1 | The Supplier hereby represents that it has sufficient knowledge of the English language fully to understand the contract, the contract shall be in the English language, and all documentation related hereto will also be in the English language. |
| 26. TAXES AND DUTIES | |
| 26.1 | The Supplier shall be entirely responsible for all taxes, stamp duties and other such levies imposed outside the Purchaser's country. |
| 26.2 | The Supplier shall also be entirely responsible for all taxes payable in the Purchaser's country unless otherwise specifically exempted in the Special Conditions of Contract. |
| 27. HEADINGS | |
| 27.1 | Headings, whether of Clauses or of other parts of the Contract, are for reference only and are not to be construed as part of the Contract. |
| 28. WAIVER | |
| 28.1 | Failure of either party to insist upon strict performance by the other party of any provision of the Contract shall in no way be deemed or construed to effect in any way the right of that party to require such performance. |
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**SECTION III
SPECIAL CONDITIONS OF CONTRACT**

| | |
|--------------------------------------|----|
| 1. DEFINITIONS | 23 |
| 2. CONTRACT EXECUTION SCHEDULE | 23 |
| 3. INSPECTION and TEST..... | 24 |
| 4. PACKING..... | 24 |
| 5. DELIVERY and DOCUMENTATION..... | 24 |
| 6. PERFORMANCE SECURITY | 24 |
| 7. INSURANCE | 24 |
| 8. WARRANTY | 25 |
| 9. PAYMENT | 25 |
| 10. PRICES..... | 25 |
| 11. LIQUIDATED DAMAGES | 25 |
| 12. RESOLUTION OF DISPUTES..... | 25 |

SECTION III
SPECIAL CONDITIONS OF CONTRACT

**SECTION III
SPECIAL CONDITIONS OF CONTRACT**

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract (GCC) and other documents incorporated in this package. The corresponding clause numbers of the GCC is indicated in parentheses.

1. DEFINITIONS

| | |
|----------------|--|
| (GCC Clause 1) | GCC 1.1 (e) – The Purchaser is: The General Manager Procurement Services Department Bhutan Power Corporation Limited Thimphu: Bhutan |
|----------------|--|

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|--|---|
| | The Consignee is: The Chief Security Officer Security Services Division Bhutan Power Corporation Limited Thimphu : Bhutan |
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2. CONTRACT EXECUTION SCHEDULE

2.1 The contract shall be executed as per the following schedule. The commencement of the contract period shall be assumed from the date of signing of the contract agreement if an agreement is executed; otherwise the notification of award/Purchase order date is an acceptance and shall constitute a contract between the parties.

| Days | Activity | Remarks |
|------|--|-----------|
| 45 | For the supply and Delivery of the Telecommunication equipments to the specific consignee as per Clause -1 of the special condition of the contract. | Both lots |

2.3 Production and Delivery Program

The Supplier shall submit a detailed programme covering the manufacture, testing and delivery of the materials and equipment within the time stated in the bid documents. The program shall be in the form of a bar chart. The Supplier shall submit progress reports detailing progress against this programme and explaining any variations.

2.4 Suppliers Performance Ratings

All suppliers shall be rated in terms of their performances according to applicable indicators as deemed fit by the Purchaser.

SECTION III
SPECIAL CONDITIONS OF CONTRACT

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|--------------------------------------|---|
| 3. INSPECTION and TEST | |
| | Refer General condition of contract (GCC Clause 7) |
| 4. PACKING | |
| (GCC Clause 8) | Generally, the supplier shall pack all the Goods as is required to prevent damage or deterioration in transit to the final destination indicated in the Bidding Documents. The packing should be sufficient to withstand rough handling and exposure to extreme temperatures, salt and precipitation during transit and/or storage as per GCC Clause 8. |
| 5. DELIVERY and DOCUMENTATION | |
| (GCC Clause 9) | Upon delivery of the Goods to the transporters, the Supplier shall notify the Purchaser and mail the following documents to the Purchaser; |
| a | Copies of the Supplier's invoice showing Goods" description, quantity, unit price, and total amount. |
| b | Delivery Challan and truck receipt; |
| c | Manufacturer's or Supplier's warranty certificate; |
| d | Inspection certificate, issued by the nominated inspection agency, and the Supplier's factory inspection report; |
| e | Certificate of Origin; and |
| f | Packing List |
| 6. PERFORMANCE SECURITY | |
| (GCC Clause 11) | The amount of performance security, as a percentage of the Contract Price, shall be ten (10) percent of the Contract Price within ten (10) days from the date of notification award of contract or at the time of signing of contract which ever is earlier. It should be in the form of Demand Draft/Bank Guarantee/ Cash Warrant. |
| 7. INSURANCE | |
| (GCC Clause 12) | As per GCC Clause 12, the supplier shall insure the goods for all risks including but not limited to theft, loss, damages to the goods and also liability for any loss, damages, injury and death caused to third party during the course of supply. |

SECTION III
SPECIAL CONDITIONS OF CONTRACT

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| 8. WARRANTY | |
| (GCC Clause 13) | The proceeds of performance security money shall be used against the warranty of the goods within the warranty period (not exceeding twelve (12) months after delivery of materials or as specified in SCC, clause 6). |
| 9. PAYMENT | |
| (GCC Clause 14) | Full payment shall be released within one (1) month after delivery of goods in the Security Services Division, Bhutan Power Corporation Limited, Thimphu. The payment shall be released from Procurement, Services Department, HQ, Thimphu with receipt of test certificates, performance guarantee etc. in original and to the full satisfaction of purchaser. |
| 10. PRICES | |
| (GCC Clause 15) | Prices and the quoted rates are firm and valid for 90 (NINETY) days from the date of bid opening during which the purchaser may award the supply contract for the similar item. |
| | <i>The price should be CIF inclusive of all the taxes payable both inside and outside the purchaser country including 2% TDS.</i> |
| | <i>For +20% of the BOQ quantities, the price should be valid up to December 2010 during which the purchaser may order additional quantity on the same terms and conditions.</i> |
| | <i>The prices charged by the supplier for the goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in its bid.</i> |
| 11. LIQUIDATED DAMAGES | |
| (GCC Clause 17) | As per GCC Clause 17.1, LD damages after the contractual period shall be a sum equivalent to one (1) percent per week on prorated basis of delivered price of the delayed goods or unperformed services for each week or part thereof of delay until actual delivery of performance, up to a maximum of ten (10) percent of the TOTAL CONTRACT PRICE ¹ . |
| 12. RESOLUTION OF DISPUTES | |
| (GCC Clause 21) | As per GCC Clause 21, the place of arbitration shall be Thimphu, Bhutan. |

¹The LD charges are on the delayed portion of the goods and services only. The maximum LD charges are not limited to the delayed goods but shall instead be limited to the TOTAL CONTRACT PRICE.

SECTION IV
BID FORM AND PRICE SCHEDULE

Bid Form and Price schedule

The Managing Director,
Bhutan Power Corporation Ltd,
Thimphu: Bhutan.

Sir,

Having examined the Bidding Documents for the above Contract, including the Specifications, the receipt of which is hereby duly acknowledged, we the undersigned, offer to supply and deliver(Description of Goods) in conformity with the said Bidding Documents, including Addenda Nos..... (Insert Numbers), for the sum of..... (Total Bid Amount CIF/CIP in Words and Figures) or such other sums as may be ascertained in accordance with the Price Schedules attached hereto and made part of this Bid.

We undertake, if our Bid is accepted, to commence delivery within days, and to complete delivery of all the items specified in the Contract within Days, calculated from the date of receipt of your Notification of Award and in accordance with the Contract Execution Schedule provided in the Special Conditions of Contract.

If our Bid is accepted, we will provide the performance security in the sum of (Amount), equal to ten (10) percent of the Contract price, for the due performance of the Contract.

We agree to abide by this Bid for the period of90..... days from the date fixed for bid closing pursuant to Clause 20 of the Instructions to Bidders, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

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

Dated this _____ day of _____ 2010

(Signature)

(In the Capacity of)

Duly authorized to sign Bid for and on behalf of _____

(Signature of Witness)

Witness _____

Address _____

Price Schedule-Lot1

| Sl.no | Items | Item Description | Qty | Unit | Rate | Amount |
|-----------------------|----------------------------|--|-----|------|------|--------|
| 1 | Handset | Branded* High end Handset with following specification: | 121 | Sets | | |
| | | General | | | | |
| | | Frequency : 136-174 MHz | | | | |
| | | Number of Channels : 16 channels | | | | |
| | | Power Supply : 7.5 VDC ± 20% | | | | |
| | | Average battery life @ 5:5:90 : 14 hrs at low power and 11 hrs at high power | | | | |
| | | Temperature Range : -22° F to +140° F (-30° C to +60° C) | | | | |
| | | Transmitter | | | | |
| | | Power : Maximum 5 Watt | | | | |
| | | Frequency Stability : better than ±2.5 ppm | | | | |
| | | Modulation System 16K0F3E / 11K0F3E | | | | |
| | | Modulation Limiting/Max. Frequency deviation: ± 2.5 @ 12.5 kHz, ±5.0@ 25kHz | | | | |
| | | FM Noise > 45 dB | | | | |
| | | Audio Distortion : max. 3% | | | | |
| | | Spurious Emission : 70 dB below carrier | | | | |
| | | Receiver | | | | |
| | | Circuit Type Double-conversion Super-heterodyne | | | | |
| | | Sensitivity : 0.25 µV (at 12 dB SINAD) | | | | |
| | | Adjacent channel selectivity : 70 dB at 25kHz/60dB at 12.5kHz | | | | |
| | | Squelch Sensitivity < 0.20 µV | | | | |
| | | Spurious rejection : 70dB | | | | |
| | | Intermodulation rejection : 70dB | | | | |
| | | FM Hum and Noise : > 45 dB | | | | |
| | | Audio Distortion : max. 3% | | | | |
| | | Accessories: External Mic/Speaker, Headset, Earpiece with PTT Mic, Battery pack | | | | |
| 2 | Mobile Base Station | Branded* Mobile Base Station with following specification: | 12 | Sets | | |
| | | General | | | | |
| | | Frequency : 136-174 MHz | | | | |
| | | Frequency stability: better than ± 2.5ppm | | | | |
| | | Channel capacity : 128 channels | | | | |
| | | Power output : 50W | | | | |
| | | Power supply : Compatible to Vehicle Battery | | | | |
| | | Channel spacing : 12.5/25kHz | | | | |
| | | Operating Temperature Range : -22° F to +140° F (-30° C to +60° C) | | | | |
| | | RF Input-Output Impedance : 50 Ohms | | | | |
| | | Transmitter : Measured by TIA/EIA-603 | | | | |
| | | Output Power : 50 W | | | | |
| | | Modulation : 16K0F3E, 11K0F3E | | | | |
| | | Max. Frequency deviation: ± 2.5 @ 12.5 kHz, ± 5.0@ 25kHz | | | | |
| | | Audio Distortion : max. 3% | | | | |
| | | Conducted Spurious Emission : 70 dB below carrier | | | | |
| | | Receiver : Measured by TIA/EIA-603 | | | | |
| | | Sensitivity : 0.25 µV (at 12 dB SINAD) | | | | |
| | | Adjacent channel selectivity : 70 dB at 25kHz/60dB at 12.5kHz | | | | |
| | | Spurious rejection : 70dB | | | | |
| | | Intermodulation rejection : 70dB | | | | |
| | | Audio Output Internal: 4 W @ 18 Ohms, 5% THD | | | | |
| | | Audio Output External: 12 W @ 4 Ohms, 5% THD | | | | |
| | | Antenna Specification | | | | |
| | | VSWR : Less than 1.5:3 | | | | |
| Frequency:134-174 MHz | | | | | | |
| Gain:3 dB and above | | | | | | |

| | | | | | | | | | | |
|-----------------------|-------------------------|---|----|------|--|--|--|--|--|--|
| 3 | Fix Base Station | Branded* Fix Base Station with following specification: | 20 | Sets | | | | | | |
| | | General | | | | | | | | |
| | | Frequency : 136-174 MHz | | | | | | | | |
| | | Frequency stability: better than ± 2.5 ppm | | | | | | | | |
| | | Channel capacity : 128 channels | | | | | | | | |
| | | Power output : 50W | | | | | | | | |
| | | Power supply : 13.6 VDC $\pm 20\%$ | | | | | | | | |
| | | Channel spacing : 12.5/25kHz | | | | | | | | |
| | | Operating Temperature Range : -22° F to $+140^{\circ}$ F (-30° C to $+60^{\circ}$ C) | | | | | | | | |
| | | RF Input-Output Impedance : 50 Ohms | | | | | | | | |
| | | Transmitter : Measured by TIA/EIA-603 | | | | | | | | |
| | | Output Power : 50 W | | | | | | | | |
| | | Modulation : 16K0F3E, 11K0F3E | | | | | | | | |
| | | Max. Frequency deviation: ± 2.5 @ 12.5 kHz, ± 5.0 @ 25kHz | | | | | | | | |
| | | Audio Distortion : max. 3% | | | | | | | | |
| | | Conducted Spurious Emission : 70 dB below carrier | | | | | | | | |
| | | Receiver : Measured by TIA/EIA-603 | | | | | | | | |
| | | Sensitivity : 0.25 μ V (at 12 dB SINAD) | | | | | | | | |
| | | Adjacent channel selectivity : 70 dB at 25kHz/60dB at 12.5kHz | | | | | | | | |
| | | Spurious rejection : 70dB | | | | | | | | |
| | | Intermodulation rejection : 70dB | | | | | | | | |
| | | Audio Output Internal: 4 W @ 18 Ohms, 5% THD | | | | | | | | |
| | | Audio Output External: 12 W @ 4 Ohms, 5% THD | | | | | | | | |
| | | Antenna Specification | | | | | | | | |
| | | VSWR : Less than 1.5.3 | | | | | | | | |
| Frequency:134-174 MHz | | | | | | | | | | |
| Gain:7 dB and above | | | | | | | | | | |
| 4 | Repeaters | Branded* Rack mountable Repeater with following specification: | 7 | Sets | | | | | | |
| | | Frequency : 136-174 MHz | | | | | | | | |
| | | Frequency stability: better than ± 2.5 ppm | | | | | | | | |
| | | Channel capacity : 32 channels | | | | | | | | |
| | | Power supply : 13.6 VDC $\pm 20\%$ | | | | | | | | |
| | | Channel spacing : 12.5/25kHz | | | | | | | | |
| | | Operating Temperature Range : -22° F to $+140^{\circ}$ F (-30° C to $+60^{\circ}$ C) | | | | | | | | |
| | | RF Input-Output Impedance : 50 Ohms | | | | | | | | |
| | | Transmitter : Measured by TIA/EIA-603 | | | | | | | | |
| | | Duty Cycle : 50% | | | | | | | | |
| | | Output Power : 50 W | | | | | | | | |
| | | Modulation : 16K0F3E, 11K0F3E | | | | | | | | |
| | | Max. Frequency deviation: ± 2.5 @ 12.5 kHz, ± 5.0 @ 25kHz | | | | | | | | |
| | | Audio Distortion : max. 3% | | | | | | | | |
| | | Conducted Spurious Emission : 70 dB below carrier | | | | | | | | |
| | | Receiver : Measured by TIA/EIA-603 | | | | | | | | |
| | | Sensitivity : 0.25 μ V (at 12 dB SINAD) | | | | | | | | |
| | | Adjacent channel selectivity : 70 dB at 25kHz/60dB at 12.5kHz | | | | | | | | |
| | | Spurious rejection : 70dB | | | | | | | | |
| | | Intermodulation rejection : 70dB | | | | | | | | |
| | | Audio Output Internal: 4 W @ 4 Ohms | | | | | | | | |
| | | Antenna Specification | | | | | | | | |
| | | Gain:7 dB and above | | | | | | | | |
| | | Total Amount (Nu.) | | | | | | | | |

* Acceptable Brand : Motorola, E-tech, ICOM and Vertex only.

PRICE SCHEDULE

Lot 2: Supply and Delivery of Motorola Spare Parts

| Sl. No. | Item Description | Qty | Rate | Amount |
|--------------------------|--|----------------|-------------|---------------|
| 1 | Motorola spare battery-IS HNN9011B | 163 nos | | |
| 2 | Motorola telescopic antenna for GP 328(Black) | 66 nos | | |
| 3 | Charger with adaptor for Motorola handset GP 338/GP 328 | 40 nos | | |
| 4 | Maintenance Free Heavy duty battery (Amaron/Exide SMF Battery) for repeaters, fix base stations & PABX head office - 12V, 150AH | 5nos | | |
| 5 | Solar panel (100W) | 2 nos | | |
| 6 | Cable for Base (300 mtrs) - 6mm2, DC Cable | 2 nos | | |
| 7 | Male to female connector | 2nos | | |
| 8 | Motorola lightning arrestor, Copper spike | 3 nos | | |
| TOTAL AMOUNT (Nu) | | | | |

SECTION V
SAMPLE FORMS

Section V
Sample Forms

Table of Sample Forms

1. Bid Security Form
2. Contract Form
3. Performance Security Form
4. Power of Attorney Form
5. Pre- Contract Integrity Pack

Bid Security Form

WHEREAS MESSRS _____
(Hereinafter called "the Bidder") has submitted its bid dated _____ for
the supply of Telecommunication equipment against Lot
_____ (Insert Brief Description of the Goods) (Hereinafter
called "the Bid").

KNOW ALL MEN by these present that WE _____
of _____ having our registered office at _____
_____ (hereinafter called "the Bank") are bound unto the (The General
Manager, PSD, Bhutan Power Corporation, Thimphu: Bhutan) (hereinafter called the
Purchaser) in the sum of Ngultrum _____
_____ only, for which payment well and truly to be made to the said Purchaser,
the Bank binds itself, its successor and assigns, by these presents. Sealed with the Common
Seal of the Bank this _____ day of _____ 2010.

THE CONDITIONS of this obligation are:

1. If the Bidder withdraws its Bid during the period of bid validity specified by the Bidder on the Bid Form; or
2. If the Bidder, having been notified of the acceptance of its Bid by the Purchaser during the period of bid validity:
 - (a) fails or refuses to execute the Contract Form, when requested; or
 - (a) fails or refuses to furnish the Performance Security, in accordance with the instructions to Bidder;

We undertake to pay to the Purchaser up to the above amount, according to, and upon receipt of, its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both of the two above-stated conditions, specifying the occurred condition or conditions.

This guarantee will remain 1(one) year validity from the date of bid submission.

(NAME OF BANK)

BY

(Title)

Authorized Representative

(Signature of Witness)

Name of Witness _____

Address of Witness _____

Contract Form

THIS CONTRACT made the _____ day of _____ 2010, between General Manager, Procurement Services Department, Thimphu of Bhutan Power Corporation (hereinafter "the Purchaser") of the one part and _____ (Name of supplier) of _____ (hereinafter "the Supplier") of the other part.

WHEREAS the Purchaser is desirous that certain goods be provided by the Supplier, viz., (Brief Description of Goods, as identified in the Bid Form and Price Schedule) (*hereinafter "the Goods") and has accepted a Bid by the Supplier for the provision of those Goods in the sum of (Ngultrum _____) only (hereinafter "the Contract Price").

NOW THIS CONTRACT WITNESSETH AS FOLLOWS:

1. The Contract shall consist of this Contract Form: and the following documents, and the exhibits, drawings, specifications and other documents referred to therein (hereinafter the "Contract documents"), all of which by this reference are incorporated herein and made part hereof:
 - (a) Notification of Award;
 - (b) Price Schedules and Specifications;
 - (c) Special Conditions of Contract;
 - (d) General Conditions of Contract; and
 - (e) The Bid Document

This Contract sets forth the entire contract and agreement between the parties pertaining to the supply of the Goods described herein and supersedes any and other earlier verbal or written agreements pertaining to the supply of the Goods.

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.

2. 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 to remedy defects therein in conformity in all respects with the provisions of the Contract.
3. The Purchaser hereby covenants to pay the Supplier, in consideration of the provision of the Goods 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.
4. Any notice under this Contract shall be in the form of letter, telex, cable or facsimile.

Notices to either party shall be given at such address or addresses as such party shall specify from time to time by written notice to the other. In the absence of such notice to the contrary, notice to the

[Purchaser's address and electronic transmission address]

A notice shall be effective when delivered or on the notice's effective date, whichever is later.

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

Signature of Purchaser

Signature of Supplier

Signed, sealed and delivered by the said _____
(For the Purchaser) in the presence of _____

Signed, sealed and delivered by the said _____
(For the Supplier) in the presence of _____

Performance Security Form

To
The Senior Manager,
Procurement Services Department,
Bhutan Power Corporation,
Thimphu: Bhutan

WHEREAS _____ (Name of the supplier) hereinafter called "the Supplier", has undertaken to supply (description of goods) in pursuance of Contract # _____ dated _____ 2010, hereinafter called "the Contract";

AND WHEREAS it has been stipulated by you in the Contract the Supplier shall furnish you with a Bank Guarantee by a recognized Bank for the sum specified therein as security for compliance with the Supplier's performance obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Supplier a Guarantee; THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, upto a total of

_____ (Amount of the guarantee in words and figures) and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the Contract, and without cavil or argument, any sum or sums as specified by you, within the limit of _____ (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until _____ day of _____ 2010.

(NAME OF GUARANTOR)

By _____
(Title)
Authorized Representative

Date: _____
Address: _____

Power of Attorney Form

By this Power of attorney, created on.....(date), (name of manufacturer/supplier/
firm/dealer), having its legal domicile in (Place, Country), hereby nominates, constitutes and
appoints as its true and lawful attorney.

. (Name of Signatory Authority).

Who is given the authority to bind the firm by his signature in matters connected with or
related to the company's activities in the supply and delivery of Telecommunication
equipment for Bhutan power Corporation.

This Power of Attorney shall remain in force until.....(Date)...

Signature of Signatory Authority
Name:
Designation:

Signature of Authorized
Licencee of the firm.
Name:

PRE-CONTRACT INTEGRITY PACT

1 General

Whereas the..... representing . the
....., the Royal Government of Bhutan,
hereinafter referred to as the Employer on part and the
..... as the other part hereby execute this
agreement as follows.

This agreement should be a part of the tender document, which shall be signed when the work(s) is awarded. Signing authorities will be the head of the client (agency) and the authorized representative of the bidder. If the winning bidder fails to sign the agreement, the work shall be cancelled.

2 Objectives

Now, therefore, the Employer and the bidder agree to enter into this pre-contract agreement, hereinafter referred to as Integrity Pact, to avoid all forms of corruption by following a system that is fair, transparent and free from any influence/unprejudiced dealings prior to , during and subsequent to the currency of the contract to be entered into with a view to:-

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

3 Commitments of the Employer:

The Employer commits itself to the following:-

- 3.1 The Employer undertakes that no official of the Employer, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favor or any material or immaterial benefit or any other advantage from t he Bidder, either for themselves or for any person, organizing or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the Contract.
- 3.2 The Employer will, during the pre-contract stage, treat all Bidders alike, and will provide to all Bidders the same information and will not provide any such information to and

particular Bidder which could afford an advantage to that particular Bidder in comparison to other Bidders.

- 3.3 All the officials of the Employer will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
- 3.4 In case of any such preceding misconduct on the part of such official(s) is reported by the Bidder to the Employer with full and verifiable facts and the same is prima facie found to be correct by the Employer, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the Employer and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the Employer the proceedings under the contract would be not be stalled.

4 Commitments of Bidders

The bidder commits himself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of his bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commits himself to the following:-

- 4.1 The Bidder will not offer, directly or through intermediaries, any bribe, gift, consideration, reward favor, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Employer, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 4.2 The Bidder further undertakes that he has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Employer or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the Contract or any other contract with the Government for showing or forbearing to show favor or disfavor to any person in relation to the Contract or any other contract with the Government.
- 4.3 The Bidder will not collude with other parties interested in the contract to preclude the competitive bid price, impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 4.4 The Bidder, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends

to make to officials of the Employer of their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

4.5 The Bidder commits to refrain from giving any complaint direct or through any other manner without supporting it with full and certifiable facts.

4.6 The Bidder shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

5 **Previous Transgression**

5.1 The Bidder declares that no previous transgression occurred in the last three years immediately, with any other Employer in respect of any corrupt practices envisaged hereunder that could be justify bidder's exclusion from the tender process.

5.2 If the Bidder makes incorrect statement on this subject, Bidder can disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

6 **Sanctions**

6.1 The provisions regarding Sanctions for violation of the Integrity Pact include forfeiture of Performance Bond in case the Employer decides to forfeit the same without assigning any reason for Imposing sanction for violation of Integrity Pact.

7 **Sanctions for violation**

Any breach of the aforesaid provisions by the Employer shall face administrative charges and penal actions as per the existing relevant rules and laws. The breach of the Pact by the Bidder or any one employed by him or acting on his behalf (whether with or without the knowledge of the Bidder) or the commission On of any offence by the Bidder or any one employed by him or action on his behalf, shall be dealt with as per the provisions of the Bhutan Penal Code 2004, and the Anti-Corruption Act, 2006. The Employer/relevant agency shall also take all or any one of the following actions, whenever required:-

7.1 To immediately call off the pre-contact negotiations without assigning any reason or giving any compensation to the Bidder. However, the proceedings with the other Bidder(s) would continue.

7.2 The Earnest Money/Security Deposit/Performance bond shall stand forfeited.

7.3 To immediately cancel the contract, if already awarded/signed, without giving any compensation to the Bidder.

7.4 To recover all sums already paid by the Employer.

7.5 To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the Bidder, in order to recover the payments, already made by the Employer, along with interest.

7.6 To cancel all or any other Contracts with the Bidder.

7.7 To debar the Bidder from entering into any bid from the government of Bhutan as per the Debarment clause of the Procurement Manual.

8 Conflict of Interest

8.1 A conflict of interest involves a conflict between the public duty and private interests (for favor or vengeance) of a public official, in which the public official has private interest which could improperly influence the performance of their official duties and responsibilities. Conflict of Interest would arise in a situation when any concerned members of both the parties are related either directly or indirectly, or has any association or had any confrontation. Thus, conflict of interest of any official or the Employer must be declared in the prescribed form attached.

8.2 The Bidder shall not lent to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the Employer, and if he does so, the Employer shall be entitled forthwith to rescind the Contract and all other contracts with the Bidder.

9 Examination of Books of Accounts

9.1 In case of any allegation of violation of any provisions of this Integrity Pact or payment of commission, the Employer or its agencies shall be entitled to examine the Books of Accounts of the Bidder and the Bidder shall provide necessary information of the relevant financial documents and shall extend all possible help for the purpose of such examination.

10 Monitoring and Arbitration

10.1 The Procurement Division of the Ministry of Finance be responsible for monitoring and arbitration of IP.

11 Legal Actions

11.1 The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings

12.1 The validity of this Integrity Pact shall be from the date of its signing and extend up toyears or the complete execution of the contract to the satisfaction of both the Employer and the Bidder, whichever is later.

12.2 Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

The parties hereby sign this Integrity Pact at _____ on

EMPLOYER

BIDDER

Witness:

Witness:

- 1.
- 2.

- 1.
- 2.

(LegalOfficer)/LA

