

**BHUTAN POWER CORPORATION LIMITED  
PROCUREMENT SERVICES DEPARTMENT  
THIMPHU: BHUTAN**



(Tender No. **BPC/PSD-TU/UNI/2010/04** dated **28<sup>th</sup> February, 2010**)

**BID DOCUMENT  
FOR  
THE SUPPLY AND DELIVERY OF UNIFORMS**

February 2010

**TENDER No.** : **BPC/PSD-TU/UNI/2010/04**  
**DATE** : **28<sup>th</sup> February, 2010**  
**WORK** : **Supply and Delivery of Uniforms**

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## **SALIENT FEATURES OF THE BID**

<b>1. Tender Description: (Supply and Delivery of Uniforms)</b>			
<b>2</b>	<b>Bid Details</b>		
	a) Cost of document	Nu. 500.00	
	b) Place of Sale	PSD, BPC, Thimphu.	
	c) Date of submission	30th March 2010 (15:00 hours)	
	d) Place of submission	PSD, BPC, Thimphu	
	e) Opening Date	30th March 2010 (15:30 hours)	
	f) Place of Opening	BPC Conference Hall	
	g) Approximate value	3.7 million	
<b>3</b>	Bid Security (EMD)	Lot 1 (General and Driver staff Uniforms)	60,153
		Lot 2 (Security Uniforms)	14,208
<b>4</b>	Bid Validity Period	90 days after the date of tender opening (up to 28th June,2010)	
<b>5</b>	EMD Validity Period	30 days beyond the bid validity period (120 days i.e up to 28th July 2010)	
<b>6</b>	Quantity Variation	(+/-) 20%	

### **CHECKLIST FOR BID SUBMISSION**

SL #	PARTICULARS	Purchasers Requirement	Bidders to fill up	
			YES	NO
1	Valid trade License	Yes	Yes	No
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	Annex 1-Uniform Material, Design, Specification & Samples	Yes		
6	Price Schedule	Yes		
7	Submission of Sample	Yes		

**SECTION I  
INSTRUCTIONS TO BIDDERS  
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**Section I**  
**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 supply and delivery of the Uniforms (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 *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.*

**2 Eligible Bidders.**

- 2.1 The Invitation for bids is open to all National Suppliers/Dealers licensed under the Department of Trade, Ministry of Economic Affairs of RGoB, (Supporting evidence to corroborate the claim must be enclosed).
- 2.2 The Bidder has a established shop in Bhutan selling similar items.
- 2.3 The bidder has minimum turnover of Nu.4 million and the claim to support the turn over must be substantiated by necessary document such as tax certificates/financial statements.

**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:
- i. Instructions to bidders
  - ii. General Conditions of Contract
  - iii. Special Conditions of Contract
  - iv. Bid Form
  - v. Price Schedules
  - vi. 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 clarifications of the bidding document 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 5 (Five)

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.

### **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 its 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. The Price should be CIP/FOR (Place indicated in the SCC or Price Schedule) inclusive of all taxes and duties.
- 11.2 **All goods are in Lot wise for easy identification**  
*Bidders shall have the option of submitting a proposal on any or all Lots or any of the items in Lot-1. Though different items are grouped under Lot-1, bid evaluation shall be carried out item wise and awarded on item wise basis. The Evaluation for the Lot-2 will be on the Lot wise basis.*
- 11.3 *The Lot -2 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, therefore, be evaluated on LOT basis or in a manner that is most advantageous to the Purchaser for that particular item.*
- 11.4 *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.*

## **12 Bid Currencies**

- 12.1 Prices shall be quoted in Bhutanese Ngultrums or Indian Rupees and payment shall be made only in Ngultrums 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.
- 13.2 Bidder shall produce valid trade license issued by Department of Trade, Ministry of Economic Affairs.

## **14 Documents Establishing the Bidder's Qualification to Perform the Contract**

- 14.1 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) The bidder has both financial and technical capability necessary to perform the Contract

## **15 Documents Establishing the Goods' Conformity to the Bidding Documents.**

- 15.1 The documentary evidence of the Goods' conformity to the Bidding Documents should be in the form of Samples, and shall furnish:
- (a) **Goods shall strictly conform to the specifications and sample available at PSD, BPC, Thimphu. Bidder should mark their name on the samples for easy identification and must submit along with the bid.**
- (b) *Bidder shall have the option of submitting more than one samples of same rate but the bid which offer different sample with different rate for particular item will be rejected.*
- (c) For purposes of the commentary to be furnished pursuant to Sub-Clause (a) above, the bidder shall note that standards for workmanship, material and equipment, and references to make names or catalogue numbers, designated by the Purchaser in the Specifications, are intended to be descriptive only and not restrictive. The bidder may substitute other authoritative standard make names and/or catalogue numbers in its Bid, provided that it demonstrates to the Purchaser's satisfaction that the substitutions are equivalent or superior to those designated in the Specifications.
- (d) The statement of inspection of Uniform samples at BPC office and the commitment that the bidder has fully understood the technical specifications of the goods and is willing to supply the same in exact conformity or of superior quality to that of sample.

## **16 Bid Security**

- 16.1 Pursuant to Clause 9, the bidder shall furnish, as part of its Bid, a bid security against each Lot 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.
- 16.2 The Bid security shall be valid for 120 (One hundred Twenty) days from the date of tender opening (i.e. valid up to **28th July 2010**) and shall be in the form of Bank Guarantee/Demand Draft/Cash Warrant issued by any recognized financial institution.
- 16.3 Any Bid not secured in accordance with Sub-Clause 16.1 and 16.2 above shall be rejected by the Purchaser as non-responsive.
- 16.4 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 16.
- 16.5 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.
- 16.6 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.

**17 Period of Validity of Bids**

17.1 *Bids shall remain valid for 90 days (i.e. till 28th June 2010) from the date of bid opening prescribed by the Purchaser.*

17.2 Notwithstanding Sub-Clause 17.1 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.

**18 Alternative Bids**

18.1 Alternative bids are not allowed. A Bid with alternative bids will be rejected and considered as non-responsive.

**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 two copies of the Bid in an inner and an outer envelope, duly marking the envelopes as "original" and "copy".

20.2 The inner and outer envelopes shall:

(a) Be addressed to the Purchaser at the following address

**The General Manager  
Procurement Services Department  
Bhutan Power Corporation Limited  
Post Box No.: 580  
Thimphu: Bhutan**

(b) Bear the words ("Supply and Delivery of Uniforms"), the Tender Number and the words "**DO NOT OPEN BEFORE 15:30 hours on 30th March 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.

20.3 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 20.2 not later than "**15:00 hours on 30th March 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.

**E. Bid Opening and Evaluation**

**25 Opening of Bids by Purchaser**

25.1 *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.*

25.2 The Purchaser will open Bids, in the presence of bidders' representatives who choose to attend at **15:30 hours** on same day (**30th March, 2010**) and at the following location.

**BPC Conference Hall,  
Bhutan Power Corporation Ltd  
Thimphu: Bhutan**

The bidders' representatives who are present shall sign a register/bidders attendance sheet evidencing their attendance.

25.3 *The bidders' names, 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.*

**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 if the sample materials have been submitted along with the bid. Any bid unaccompanied by a sample as mentioned in “Checklist for Bid submission” shall be considered non responsive and will be rejected at the time of bid evaluation. Refer the Clause 15.**

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” (if required to be submitted), “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 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 ex-factory /ex-warehouse/off-the-shelf price of the goods to be offered from within Bhutan and CIF/CIP port-of-entry price of the Goods to be offered from outside Bhutan.
- (b) For Goods offered from outside the Purchaser's Country, the cost of custom duties or any other taxes, and for Goods offered from within the Purchaser's Country, the cost of any sales and other taxes which will be payable on the Goods, shall be added to the bid price.
- (c) For Goods offered from outside the Purchaser's Country, the cost of local handling and transportation from the port of entry to the Purchaser's store and for Goods offered from within the Purchaser's country, similar cost from the warehouse/factory to the Purchaser's store will be added to the bid price.
- (d) ***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.***
- (e) ***No conditional offer(s) shall be allowed. A bid with conditional offers shall be liable for rejection.***

- 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) ***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.***
- 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 Purchaser's 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 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 ***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.***
- 33.2 ***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 one year from the date of bid opening.***
- 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.

**36 Performance Security**

- 36.1 Within 10 (Ten) days of the receipt of notification of award of contract, the successful bidder shall furnish the performance security, in accordance with the Conditions of Contract.
- 36.2 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 institutional and shall be drawn in the favour of the Chief Finance Officer, F&AD, Bhutan Power Corporation Limited, Thimphu.

**SECTION II  
GENERAL CONDITIONS OF CONTRACT**

**Table of Clauses**

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## **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 Ltd 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 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 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) Materials 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 *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*
- 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.
- 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.

## **6 Country of Origin**

- 6.1 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 Not Applicable

## **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, 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 and in any subsequent instructions ordered by the Purchaser.

## **9 Delivery of Goods**

- 9.1 *The Delivery of the Goods (i.e. quantity shown in the Price Schedule) shall be made by the Supplier within 90 (Ninety) days after the Supplier's receipt of the notification of award of contract and delivery shall be as indicated in 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, within 10 (ten) days after the Supplier's receipt of the notification of award of contract and should be valid for **Twelve (12) months** after complete delivery of materials.
- 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) Demand Draft/Cash Warrant/Bank Guarantee issued by bank acceptable to the Purchaser.

- 12 Insurance**  
Not Applicable
- 13 Warranty**  
13.1 Not Applicable
- 14 Payment**  
14.1 The Supplier's request(s) for payment shall be made to the Purchaser in writing accompanied by an invoice describing, as appropriate, the Goods delivered and services performed, and by documents submitted pursuant to Clause 9 and upon fulfilment of other obligations stipulated in the Contract.  
14.2 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.  
14.3 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 *Price 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.*
- 16 Extensions in the Supplier's Performance**  
16.1 Delivery of the Goods and services shall be made by the Supplier in accordance with clause 9.  
16.2 The Supplier may claim extension of the time limits as set forth in the clause 9 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.
- 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 1 % (one percentage) 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 deduction of the 10 % percentage of total contract amount. Once the maximum is reached, the Purchaser may consider termination of the Contract pursuant to Clause 18, Termination for Default.
- 18 Termination of 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 Convenience**

20.1 The Purchaser may, by written notice sent to the Supplier, terminate the Contract, in 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 court verdict 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 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. 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 both inside and outside the Purchaser's country.

**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.

**SECTION III**  
**SPECIAL CONDITIONS OF CONTRACT**  
**Table of Clauses**

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**SECTION III**  
**SPECIAL CONDITIONS OF CONTRACT**

**1 Definitions**

The Purchaser is:

The General Manager  
Procurement Services Department  
Bhutan Power Corporation Limited  
Thimphu: Bhutan

The consignee is:

- (a) For LOT-1(Uniform for General Staff and Driver Staff)

The Manager  
Regional Stores Division  
Bhutan Power Corporation Limited  
Phuentsholing: Bhutan

- (b) For LOT-2(Uniform for Security Staff)

The Chief Security Officer  
Security Services Division  
Bhutan Power Corporation Limited  
Thimphu: Bhutan

**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 is an acceptance and shall constitute a contract between the parties.

**Execution Schedule**

Phase	Items	Item No.	Size	Qty	Delivery date
Phase I	Contract Signing/Supply order date.	Lot 1 & Lot 2			Day 1
Phase II	Delivery of the Uniform to the specified consignee as per Clause-1 of special Condition of Contract.	Lot 1 & Lot 2			Day 90

**3 Inspection and Test**

- 3.1 Refer the General Conditions of Contract (GCC), Clause 7.

**4 Packing**

- 4.1 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.

**5 Delivery and Documentation**

- 5.1 Upon delivery of the Goods to the transporters, the Supplier shall notify the Purchaser and bring the following documents to the Purchaser(one original and two copies);
- (i) The Supplier's invoice showing Goods" description, quantity, unit price, and total amount.
  - (ii) Delivery Challan
  - (iii) Packing List

**6 Performance Security**

6.1 Refer the General Conditions of Contract (GCC), Clause 11.

**7 Insurance**

7.1 Not Applicable

**8 Warranty**

8.1 Not Applicable

**9 Payment**

9.1 Full payment shall be released within one (1) month after delivery of goods.

**10 Prices**

10.1 Prices and the quoted rates shall be firm and be valid for 90 (Ninety) days from the date of bid opening during which the purchaser may award the supply contract.

*The price should be CIF inclusive of all the taxes payable both inside and outside the purchaser country including 2% TDS.*

*For +20% of the BOQ quantities, the prices shall be valid for one year from the date of bid opening during which the purchaser may order additional quantity on the same terms and conditions.*

10.2 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.

**11 Resolution of Disputes**

11.1 Refer the General Conditions of Contract (GCC), Clause 21.

**12 Taxes and Duties**

12.1 The quoted rates shall be firm with CIF and inclusive of all the taxes payable both inside and outside the purchaser country. The rate shall also include 2%TDS which will be deducted at the source.

**13 Extensions in the Supplier's Performance**

13.1 Delivery of the Goods shall be made by the Supplier in accordance with the Contract Execution Schedule, pursuant to the Special Conditions of Contract.

13.2 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

(a) Force Majeure and

(b) Delay in performance of work caused by orders issued by the Purchaser.

13.3 The Supplier shall demonstrate to the Purchaser's satisfaction that it has used its best endeavors or overcome such causes for delay, and the parties will mutually agree upon remedies to mitigate or overcome such causes for delay.

13.4 Notwithstanding Clause 13.2 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 13.2 above; and upon request of the Purchaser, the Supplier shall substantiate that the delay is due to the circumstances referred to by the Supplier.

**14 Liquidated Damages**

14.1 *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<sup>1</sup>.*

**15 Termination for Default**

15.1 Refer the General Conditions of Contract (GCC), Clause 18.

**16 Force Majeure**

16.1 Refer the General Conditions of Contract (GCC), Clause 23.

**GENERAL MANAGER**

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<sup>1</sup>The 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 DESIGN & SPECIFICATION**

All specifications of the uniform items must be as per the sample available with the BPC in terms of materials quality\* and /or design\*\*. The intending bidders are requested to study the sample items/materials at BPC and then shall enclose sample materials (1sq.ft piece for uniform) of their own, any bid unaccompanied by the sample, the bid for the particular item will be rejected. Refer the Instruction to Bidder (ITB) Clause 15.

\*By material quality, it is meant the actual textile quality of the base cloth material(s), texture, element composition (eg.100% cotton), durability and strength etc., as per the material sample available in display at BPC.

\*\*Design: design implies how the cloth material is stitched into respective garments (pants, shirts) style, colour, sewing method, sizes etc as per the sample available at BPC.

**Please note the following:**

- 1. The size required for SL#1 (pant and shirt of general staff) under Lot-1 is 4mtr.***
- 2. The size required for for Sl#4 (Gho piece with nangshab) under Lot-1 is 4mtrs.***

**Section V**  
**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 of .....90..... 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 \_\_\_\_\_

**BHUTAN POWER CORPORATION LTD  
PROCUREMENT SERVICES DEPARTMENT  
THIMPHU: BHUTAN**

**PRICE SCHEDULE**

**Lot -1 (Uniform for General and Driver staff)**

<b>Sl #</b>	<b>Description</b>	<b>Unit</b>	<b>Qty</b>	<b>Rate</b>	<b>Amount</b>
1	*Pant and Shirt for General Staff	Piece	1268		
2	*Shoes for general staff	Nos	1278		
3	*Jacket with BPC Logo	Nos	1270		
4	*Gho with nangshab for Driver staff	Piece	20		
5	Lagay for Driver staff	Pair	20		

Note:

- 1) In case of discrepancy between the UNIT PRICE and TOTAL PRICE PER UNIT, the UNIT PRICE shall prevail.
- 2) CIF: Regional Store Division, PSD, BPC, Phuentsholing.
- 3) Delivery period: 90 days for the above quantities.
- 4) Offered delivery period:
- 5) Current for payment: Only in Rs or Nu.
- 6) Taxes: Inclusive of all the taxes both in and outside the purchaser country.

\*The Bidders are required to submit the sample.

**BHUTAN POWER CORPORATION LTD  
PROCUREMENT SERVICES DEPARTMENT  
THIMPHU: BHUTAN**

**PRICE SCHEDULE**

**Lot -2 (Uniform for Security Staff)**

SI #	Description	Unit	Qty	Rate	Amount
1	*Terricotton Pant (Dark Brown Khaki)	Nos	346		
2	*Terricotton Shirt(Dark Brown Khaki)	Nos	173		
2	*T-Shirt (Black) with BPC Security logo	Nos	519		
3	Nylon Socks (Black)	Pair	346		
4	*DMS Boot	Pair	169		
5	*Wanju	Nos	6		
6	Jap Cap with BPC logo (Black)	Nos	173		
7	*Terricotton Kira(Dark Brown Khaki)	Nos	6		
8	*Tego	Nos	6		
9	Whistle	Nos	20		
10	*Embroidery type B.P.C shoulder title	Pair	20		
11	Web Belt Nylon (Black)	Nos	173		
12	*Terricotton Field Pant (Dark Brown Khaki)	Nos	20		
13	Coronation Badge	Nos	20		
14	His Majesty Photobadge	Nos	20		
15	Rain coat	Nos	155		
16	Name Plate with black background	Nos	143		
17	*Jacket with BPC Logo (Black)	Nos	155		

Note:

1. In case of discrepancy between the UNIT PRICE and TOTAL PRICE PER UNIT, the UNIT PRICE shall prevail.
2. CIF: Security Services Department, BPC, Thimphu.
3. Delivery period: 90 days for the above quantities.
4. Offered delivery period:
5. Current for payment: Only in Rs or Nu.
6. Taxes: Inclusive of all the taxes both in and outside the purchaser country

\*The Bidders are required to submit the sample.

**SECTION VI  
SAMPLE FORMS**

**Bid Security Form**

WHEREAS  
(Hereinafter called "the Bidder") \_\_\_\_\_ has submitted its bid dated \_\_\_\_\_ for  
the supply of Uniforms against \_\_\_\_\_  
(Insert Brief Description of the Goods) (Hereinafter called "the Bid").

KNOW ALL MEN by these present that WE \_\_\_\_\_  
\_\_\_\_\_ having our registered office at \_\_\_\_\_  
\_\_\_\_\_ (hereinafter called "the Bank") are bound unto the (The General Manager,  
Procurement Services Department, 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
  - (b) 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 Limited (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 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 document shall prevail in order listed above.

2. In consideration of 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 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 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

(Purchasers address and electronic transmission address)

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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 \_\_\_\_\_.

## 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 Uniforms for Bhutan power Corporation.

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

Signature of Signatory Authority

Name:

Designation:

Signature of Authorised

Licencee of the firm.

Name: