

BHUTAN POWER CORPORATION LIMITED

(An ISO 9001:2015, ISO 14001:2015 & OHSAS 18001:2007 Certified Company)

(Registered Office, Thimphu)

Information Technology Division

Information Communication Department

THIMPHU: BHUTAN



(Tender No. 03/BPC/ITD/2020/08 dated 03/06/2020)

BID DOCUMENT

FOR

Development and Delivery of Smart Billing System; Annual

Maintenance and Services of Jabkha

(Django/Python/MySQL/Ubuntu) Server

IT Manager
Information & Technology Division
Bhutan Power Corporation Ltd.
Thimphu: Bhutan



འབྲུག་གོ་ལ་མེ་ལས་
Bhutan Power Corporation Limited
(An ISO 9001:2015, ISO 14001:2015 & OHSAS 18001:2007 Certified Company)
Registered Office, Thimphu
Information Technology Division, ICD
Thimphu: Bhutan



Invitation for Bids


Date: 03th June, 2020

Tender No.: 03/BPC/ITD/2020/8

1. Information Technology Division invites sealed bids from eligible bidders for *Development & Delivery of Smart Billing System; Annual Maintenance & Services of Jakkha (Django/ Python/ MySQL/ Ubuntu) Server*
2. Interested eligible bidders may obtain further information on the bid form and inspect the bidding documents at the office of *Manager, Information Technology Division, Bhutan Power Corporation Ltd., Thimphu, Bhutan.*
3. A complete set of bidding documents can be purchased by any interested eligible bidder on the submission of written application to the above address on or before **12:30 hours on 2nd July 2020** and upon payment of non-refundable fee of **Nu. 1,000.00**.
4. Bidding documents can be also downloaded from the Purchaser's website but should register with the Purchaser on or before **12:30 hours on 02nd July 2020** after paying registration fee of **Nu. 200.00** (Ngultrum Two Hundred) only. The registration shall be done through written application together with the business license copy and tax clearance to make the bid enforceable.
5. All bids must be accompanied by a bid security and must be delivered in accordance with the Instructions to Bidder on or before **13:00 hours on 02nd July 2020** and will be publicly open at 14:00 hours on the same day.

| Lot Description | Amount (Nu.) |
|--|--------------|
| <i>Lot 1: Development & Delivery of Smart Billing System</i> | 20,000.00 |
| <i>Lot 2: Annual Maintenance and Contract of Jakkha (Django/ Python/ MySQL/ Ubuntu) Server</i> | 5,000.00 |

6. *Information Technology Division, Bhutan Power Corporation Ltd.* shall not be responsible for any costs or expenses incurred by bidders in connection with the preparation or delivery of bids.


Manager
Information & Technology Division
Bhutan Power Corporation Ltd.
(Manager) **Thimphu: Bhutan**

TENDER NO: 03/BPC/ITD/2020/8
DATE: 03 June, 2020
WORK: Development & Delivery of Smart Billing System;
Annual Maintenance and Services of Jabkha
(Django/ Python/ MySQL/ Ubuntu) Server

CONTENTS OF THE BID DOCUMENT

| SL# | Section | Title | Page No. |
|-----|--------------|---|----------|
| 1 | - | Checklist for bid submission | |
| 2 | Part 1 | Bidding Procedures | |
| 3 | Section I | Instruction to Bidders (ITB) | 1-25 |
| 4 | Section II | Bid Data Sheet | 1-4 |
| 5 | Section III | Evaluation and Qualification Criteria | 1-4 |
| 6 | Section IV | Bidding Forms | 1-12 |
| 7 | Part 2 | Supply Requirements | |
| 8 | Section V | Schedule of Supply | |
| 9 | Part 3 | Conditions of The Contract and Contract Forms | |
| 10 | Section VI | General Conditions of Contract (GCC) | 1-15 |
| 11 | Section VII | Special Conditions of Contract (SCC) | 1-5 |
| 12 | Section VIII | Contract Forms | 1-5 |
| 13 | Section IX | Scope of Work | 1-10 |

Note: Part 1 Section IV (Bidding Forms) are enclosed at the end of the bidding document for convenience.

 **IT Manager**
Information & Technology Division
Bhutan Power Corporation Ltd.
Thimphu: Bhutan

CHECKLIST FOR BID SUBMISSION

| Sl # | PARTICULARS | Purchasers Requirement | Bidders to fill up |
|------|--|------------------------|--------------------|
| | | YES/NO | YES/NO |
| 1 | Signed Bid Form and Price Schedule (BOQ) | YES | |
| 2 | Power of Attorney | YES | |
| 3 | Valid Trade License/ Manufacturing License | YES | |
| 4 | Manufacturer's authorisation (In case the supplier is a dealer) | NO | |
| 5 | Document Establishing Eligibility of the Bidder | YES | |
| 6 | Documents establishing of the Bidders qualification to perform the contract | YES | |
| 7 | Documents establishing the goods' conformity to the bidding documents | YES | |
| 8 | Guaranteed Technical Particulars (GTP) | NO | |
| 9 | EMD drawn in favour of Director, Finance & Account Services, BPC, Thimphu, Bhutan. | YES | |
| 10 | Signed Integrity Pact | YES | |
| 11 | Signed Vendor Performance Management System (VPMS) | YES | |
| 12 | Joint Venture, Consortium or Association (JV/C/A) Partner Information Form (If applicable) | YES | |


IT Manager
Information & Technology Division
Bhutan Power Corporation Ltd.
Thimphu, Bhutan

PART 1- Bidding Procedures


 IT Manager
Information & Technology Division
Bhutan Power Corporation Ltd.
Thimphu: Bhutan

Section I. Instructions to Bidders

Table of Contents

| | |
|---|----|
| A. General | |
| 1. Scope of Bid | 4 |
| 2. Fraud and Corruption | 4 |
| 3. Eligible Bidders | 6 |
| 4. Exclusion of Bidders | 6 |
| 5. Vendor Performance Management System (VPMS) | 7 |
| 6. Joint Ventures | 7 |
| B. Contents of Bidding Documents | |
| 7. Sections of Bidding Documents | 7 |
| 8. Clarification of Bidding Documents | 8 |
| 9. Amendment of Bidding Documents | 9 |
| C. Preparation of Bids | |
| 10. Cost of Bidding Documents | 9 |
| 11. Language of Bid | 9 |
| 12. Documents Comprising the Bid | 9 |
| 13. Bid form | 10 |
| 14. Price Schedules | 10 |
| 15. Alternative Bids | 10 |
| 16. Bid Prices and Discounts | 10 |
| 17. Bid Currencies | 12 |
| 18. Documents Establishing Eligibility of the Bidder | 12 |
| 19. Documents Establishing Qualifications of the Bidder | 13 |
| 20. Documents Establishing the Goods' Conformity to the Bidding Documents. | 13 |
| 21. Period of Validity of Bids | 14 |
| 22. Bid Security | 14 |
| 23. Formats and Signing of Bid | 15 |
| D. Submission and Opening of Bids | |
| 24. Submission, Sealing and Marking of Bids | 15 |
| 25. Deadline for submission of Bids | 16 |

| | | |
|-----------|--|---------------|
| 26. | One Bid per Bidder | 16 |
| 27. | Late Bids..... | 16 |
| 28. | Modification, Substitution and withdrawal of Bids..... | 17 |
| 29. | Bid Opening..... | 17 |
| E. | Evaluation and Comparision of Bids | |
| 30. | Confidentiality | 18 |
| 31. | Clarification of Bids..... | 19 |
| 32. | Deviations, Reservations, and Omissions | 19 |
| 33. | Responsiveness of Bids..... | 19 |
| 34. | Nonconformities, Errors and Omissions | 20 |
| 35. | Preliminary Examination of Bids | 20 |
| 36. | Examination of Terms and Conditions; Technical Evaluation..... | 20 |
| 37. | Conversion to to Single Currency..... | 21 |
| 38. | Margin of Preference | 21 |
| 39. | Evaluation of Bids..... | 21 |
| 40. | Comparison of Bids | 22 |
| 41. | Post qualification of the Bidder | 22 |
| 42. | Contacting the Purchaser..... | 23 |
| 43. | Purchaser's Right to Accept Any Bid and to Reject Any or All Bids..... | 23 |
| F. | Award of Contract | ... 23 |
| 44. | Award Criteria | 23 |
| 45. | Purchasers Right to Vary Quantities at Time of Award | 23 |
| 46. | Notification of Award | 23 |
| 47. | Signing of Contract..... | 24 |
| 48. | Performance Security | 24 |

 IT Manager
Information & Technology Division
Bhutan Power Corporation Ltd.
Thimphu: Bhutan

Section I. Instructions to Bidders

A. General

1. Scope of Bid

| | | |
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| 1.1 | The Purchaser, as indicated in the Bid Data Sheet (BDS), issues these Bidding Documents for the supply of Goods and Services incidental thereto as specified in Section V, Schedule of Supply. Tender number and tender description, lot numbers and lot description are provided in the BDS. | |
| 1.2 | All bids are to be completed and returned to the Purchaser in accordance with these instructions to the bidders. | |
| 1.3 | Throughout this Bidding Document : | |
| | a. | the term “in writing” means communicated in written form with proof of receipt; |
| | b. | if the context so requires, singular means plural and vice versa; and |
| | c. | “day” means calendar day |

2. Fraud and Corruption

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| 2.1 | It is Corporation policy to require that Purchasers, Bidders and Suppliers observe the highest standards of ethics during the procurement and execution of contracts. ¹ In pursuance of this policy, the Corporation: | | |
| | a. | defines, for the purposes of this provision, the terms set forth below as follows: | |
| | | i. | “Corrupt practice” ² is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value ³ to influence improperly the actions of another party; |
| | | ii. | “Fraudulent practice” ⁴ is any intentional act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation; |

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

² “another party” refers to a Corporation official acting in relation to the procurement process or contract execution. In this context, “Corporation official” includes employees of BPC taking or reviewing procurement decisions.

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

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

IT Manager

Information & Technology Division

Bhutan Power Corporation Ltd.

Thimphu: Bhutan

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| | | iii. | "Collusive practice" ⁵ is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party; |
| | | iv. | "Coercive practice" ⁶ is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party; |
| | | v. | "Obstructive practice" is |
| | | aa. | deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to impede any investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or |
| | | bb. | acts intended materially to impede the exercise of the inspection and audit rights of the Purchaser or any person appointed by the Purchaser and/or any relevant agency provided for under ITB Sub-Clause 2.1 (d) below. |
| | b. | | will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the contract in question; |
| | c. | | will sanction a firm or individual, including declaring them ineligible, either indefinitely or for a stated period of time, to be awarded contract if it at any time determines that they have, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for, or in executing contract; |
| | d. | | will have the right requiring Bidders and Suppliers to permit the Purchaser, any agency or person appointed by the Purchaser to inspect their accounts and records and other documents relating to their Bid submission and contract performance and to have them audited by auditors appointed by the Purchaser; |
| | e. | | requires that Bidders, as a condition of admission to eligibility, execute and attach to their bids an Integrity Pact Statement in the form provided in Section IV, Bidding Forms. Failure to provide a duly executed Integrity Pact Statement shall result in disqualification of the Bid; and |
| | f. | | will report any case of corrupt, fraudulent, collusive, coercive or obstructive practice to the relevant RGoB agencies, including but not limited to the Anti- |

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

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

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| | | corruption Commission (ACC) of Bhutan, for necessary action in accordance with the statutes and provisions of the relevant agency. |
| 3. Eligible Bidders | | |
| 3.1 | The Invitation for bids is open to all Manufacturers/Export House/Authorized Dealers from outside Bhutan and to Manufacturers/Authorized Dealers/National Suppliers licensed under the Ministry of Economic Affairs of Royal Government of Bhutan (Supporting evidence to corroborate the claim must be enclosed). | |
| 3.2 | A Bidder shall not be eligible who have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. Bidders are considered to have a conflict of interest in this bidding process if they: | |
| | a. | are associated, or have been associated in the past, with a firm or any of its affiliates which has been engaged by the Purchaser to provide consulting services for the preparation of the design, specifications and/or other documents to be used for the procurement of the Goods to be purchased pursuant to these Bidding Documents, or |
| | b. | employ or otherwise engage, either directly or through any of their affiliates, a family member of a Corporation who either is employed by the Purchaser or has an authority over it. For the purposes of this Sub-Clause a family member is defined as parents, spouse and children as mentioned in the Service Record of the employee. |
| 4. Exclusion of Bidders | | |
| 4.1 | A bidder shall be excluded from participating in a procurement procedure under the following circumstances who: | |
| | a. | is suspended/debarred by any Statutory Agencies in Bhutan or in the region to Corporation's knowledge; |
| | b. | has been declared bankrupt, judgment or pending legal action that could impair operating as a going concern; |
| | c. | has been found guilty of professional misconduct by a recognised tribunal; |
| | d. | has not fulfilled his obligations with regard to any statutory dues; |
| | e. | is or has been guilty of serious misrepresentation in supplying information required under this Section. |
| | f. | is debarred from participation in any public procurement by any Competent Authority as per law; |
| | g. | does not qualify under the performance assessed through the Vendor |

IT Manager

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| | | Performance Management System of the Corporation; |
| | h. | as a matter of law or official regulation, Royal Government of Bhutan prohibits commercial relations with the country in which the Bidder is constituted, incorporated or registered. |
| 5. Vendor Performance Management System (VPMS) | | |
| 5.1 | The performance of the vendor shall be assessed as per the guidelines contained in the Vendor Performance Management System available in BPC website (www.bpc.bt) for the purpose of determining the eligibility in participating in subsequent tenders. | |
| 5.2 | The VPMS acceptance form is provided in the Section IV, Bidding Forms of the bidding documents. The bidders are required to sign VPMS Acceptance Form agreeing to the applicability of VPMS. In case the VPMS Acceptance Form is not signed, the bid for that bidder shall be liable for rejection. | |
| 6. Joint Ventures (JV) | | |
| 6.1 | Bids submitted by a Joint Venture of two or more Companies as partners shall comply with the following requirements: | |
| | a. | the Bid, and in case of successful Bid, the Contract form, shall be signed so as to be legally binding on all partners; |
| | b. | one of the partners shall be authorized to be in charge; and this authority shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the partners; |
| | c. | the partner in charge shall be authorized to incur liabilities, receive payments and receive instructions for and on behalf of any or all partners of the joint venture; |
| | d. | all partners of the joint venture shall be liable jointly and severally for the execution of the Contract in accordance with the Contract terms, and a relevant statement to this effect shall be included in the authorization mentioned under (b) above as well as in the Bid Form and the Form of Agreement (in case of a successful Bid); and |
| | e. | a copy of the registration certificate/license of joint venture shall be submitted with the Bid; |
| B. Contents of Bidding Documents | | |
| 7. Sections of Bidding Documents | | |
| 7.1 | The Bidding Document consist of Parts 1, 2, and 3, which include all the | |

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| | Sections indicated below, and should be read in conjunction with any Addenda issued in accordance with ITB 9. |
| | <p>PART 1 Bidding Procedures</p> <ul style="list-style-type: none"> • Section I. Instructions to Bidders (ITB) • Section II. Bid Data Sheet (BDS) • Section III. Evaluation and Qualification Criteria • Section IV. Bidding Forms <p>PART 2 Supply Requirements</p> <ul style="list-style-type: none"> • Section V. Schedule of Supply <p>PART 3 Conditions of Contract and Contract Forms</p> <ul style="list-style-type: none"> • Section VI. General Conditions of Contract (GCC) • Section VII. Special Conditions of Contract (SCC) • Section VIII. Contract Forms |
| 7.2 | The Purchaser is not responsible for the completeness of the Bidding Document and its addenda, if they were not obtained directly from the Purchaser. |
| 7.3 | 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. |
| 8. Clarification of Bidding Documents | |
| 8.1 | The bidders shall not be allowed to seek any clarifications on the bidding documents in person or through any verbal communications. |
| 8.2 | Prospective bidders requiring any further information or clarification of the bidding documents may notify the Purchaser in writing at the Purchaser's mailing address indicated in the BDS. 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 to all prospective bidders who have purchased the Bidding Documents. |
| 8.3. | Pre bid meeting shall be conducted if necessary to clarify doubts and concerns of the bidders prior to submission of bids. Minutes of the pre bid meeting shall be circulated to all bidders that have purchased bidding documents and shall form an integral part of the bidding document. |

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| 9. Amendment of Bidding Documents | |
| 9.1 | 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. |
| 9.2 | The addendum shall be part of the Bidding Documents and shall be notified in writing to all prospective bidders who have purchased the Bidding Documents. Such addendum shall be binding and shall require that prospective Bidders confirm receipt of it before the time established for the opening of Bids. |
| 9.3 | In order to afford prospective bidders reasonable time in which to take the addendum into account in preparing their Bids, the Purchaser may, at its discretion, extend the deadline for the submission of Bids. |
| 9.4 | Prospective bidders who may have downloaded the bidding documents from the website, the corrigendum to the bidding documents will also be published on the web site. It will be the responsibility of such bidders to regularly visit the website for any addendum to the bidding documents until the last date of bid submission. Purchaser shall in no way be responsible for any ignorance of the bidder about the addendum to the bidding documents. |
| C. Preparation of Bids | |
| 10. Cost of Bidding Documents | |
| 10.1 | 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, regardless of the conduct or outcome of the bidding process. |
| 10.2 | Prospective bidders who may have downloaded the bidding documents from the web site should register with Purchaser on or before the closing of Bid Sale Date and make payment for the cost of the bid documents. |
| 11. Language of Bid | |
| 11.1 | The Bid and all correspondence and documents relating to the Bid exchanged by the bidder and the Purchaser shall be written in the language specified in the BDS. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in language specified in BDS, in which case, for purposes of interpretation of the Bid, <i>such</i> translation shall govern. |
| 12. Documents Comprising the Bid | |
| 12.1 | The Bid shall comprise the following: |
| a. | Bid Form and Price Schedules completed in accordance with ITB13, 14,16 |

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| | | and 17; |
| | b. | Documentary evidence establishing in accordance with ITB 18, that the bidder is eligible to bid. |
| | c. | Documentary evidence establishing in accordance with ITB 19, that the bidder is qualified to perform the Contract if its Bid is accepted; |
| | d. | Documentary evidence establishing in accordance with ITB 20, that the goods to be supplied by the bidder conform to the Bidding Documents; |
| | e. | Bid security furnished in accordance with ITB 22; |
| | f. | Written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 23; |
| | g. | Alternative bids, if permissible, in accordance with ITB 15; |
| | h. | Integrity Pact Statement, in accordance with ITB 2.1(e); |
| | i. | VPMS acceptance form, in accordance with ITB 5; and |
| | j. | Any other document required as per the bidding documents. |
| 13. Bid form | | |
| 13.1 | The bidder shall complete the Bid Form furnished in Section IV, Bidding Forms. This form must be completed without any alterations to its format, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested. A bid in which the bid form is not duly filled, signed and sealed by the bidder shall be rejected. | |
| 14. Price Schedules | | |
| 14.1 | The bidder shall complete the appropriate Price Schedule 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. This Price Schedules form must be completed without any alterations to its format, and no substitutes shall be accepted. | |
| 15. Alternative Bids | | |
| 15.1 | Unless otherwise indicated in the BDS , alternative bids shall not be considered. | |
| 16. Bid Prices and Discounts | | |
| 16.1 | The prices and discounts quoted by the Bidder in the Bid Form and in the Price Schedules shall conform to the requirements specified below. | |
| 16.2 | All lots and items must be listed and priced separately in the Price Schedules. | |

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| 16.3 | The price to be quoted in the Bid Form shall be the total price of the Bid excluding any discounts offered. | | |
| 16.4 | The Bidder shall quote any unconditional discounts and the methodology for their application in the Bid Form. The discount letter offer shall be accepted only when enclosed inside the main envelope of the bidding document. | | |
| 16.5 | The terms EXW, CIF, CIP, DDP and other similar terms shall be governed by the rules prescribed in the current edition of Incoterms, published by The International Chamber of Commerce, at the date of the Invitation for Bids or as specified in the BDS . | | |
| 16.6 | Prices shall be quoted as specified in each Price Schedule included in Section IV, Bidding Forms. The disaggregation of price components shall be solely for the purpose of facilitating the comparison of Bids by the Purchaser. This shall not in any way limit the Purchaser's right to contract on any of the terms offered: | | |
| | a. | For Goods manufactured in Bhutan: | |
| | | i. | the price of the Goods, quoted ex works, ex-factory, ex-warehouse, ex showroom or off-the-shelf, as applicable, including all Customs duties and sales and other taxes already paid or payable on the components and raw material used to manufacturer or assembly of Goods, if specified in BDS; |
| | | ii. | any Bhutan sales and other similar taxes which will be payable on the Goods if the contract is awarded to the Bidder, if specified in BDS; and |
| | | iii. | the total price for the item. |
| | b. | For Goods to be offered from outside Bhutan: | |
| | | i. | the price of the Goods, quoted CIP/DDP place of entry in Bhutan, as specified in BDS; |
| | | ii. | custom duties and any other taxes which will be payable on the Goods in Bhutan, if specified in BDS; |
| | | iii. | the cost of inland transportation, insurance and other local costs incidental to delivery of the Goods from the port of entry to their final destination, if specified in BDS; and |
| | | iv. | the total price for the item. |
| | c. | For Related Services, other than inland transportation and other services required to convey the Goods to their final destination, whenever such Related Services are specified in Section V, Schedule of Supply: | |

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| | | i. | the price of each item compromising the Related Services (inclusive of any applicable taxes). |
| 16.7 | Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account, unless otherwise specified in the BDS. A bid submitted with an adjustable price quotation shall be treated as non-responsive and shall be rejected pursuant to ITB 33 unless adjustable price quotations are permitted by the BDS. If, in accordance to BDS, prices quoted by the Bidder shall be subject to adjustments during the performance of the Contract, a Bid submitted with a fixed price quotation shall not be rejected, but price adjustment shall be treated as zero. | | |
| 16.8 | <p>If so indicated pursuant to ITB 1.1, Bids are based on Lots/Packages, for which all goods are grouped in lots for easy identification.</p> <p>For the purpose of bidding and inventory management, related SKUS shall be grouped under specific lots like transformers, conductors, cables and fabrication items or in the manner most advantageous to the BPC for a particular tender.</p> <p>Bidders shall have the option of submitting a proposal on any or all LOTS. Each lot consists of items grouped in packages. Unless otherwise indicated in the BDS, prices quoted shall correspond to one hundred percent (100%) of the items specified for each lot and to one hundred percent (100%) of the quantities for each item of a lot. Bidders can offer any price reduction (discount) for any or all Lots and shall specify in their Bid the price reductions applicable to each Lot, or for all the Lots. Price reductions or discounts shall be submitted in accordance with ITB 16.4.</p> | | |
| 17. | Bid Currencies | | |
| 17.1 | <p>Bid Prices shall be quoted in Ngultrum for goods offered from Bhutan, in Indian Rupees for goods offered from India; and in US dollar/major foreign currencies for goods offered from other Countries.</p> <p>Bid Prices expressed in Indian currency and US Dollars/ major foreign currencies shall be accepted and evaluated in accordance to ITB 37. For bid evaluation purpose the exchange rate will be based on the Telegraphic Transfer (TT) selling rate published by the Royal Monetary Authority of Bhutan on the day of bid opening. For bid expressed in Indian currency and US Dollars/major foreign currencies, payments shall be made in equivalent Ngultrum through banking channel and the responsibilities of payment transfer and transfer charges lie on the Suppliers.</p> | | |
| 18. | Documents Establishing Eligibility of the Bidder | | |
| 18.1 | The bidder shall furnish, as part of its Bid, certification establishing the bidder's eligibility to bid pursuant to ITB 3. | | |
| 18.2 | The necessary documents and literatures viz. ISO Certificate, Type Test Certificates and Lists of Past Performance Certificates from the users must be submitted for new | | |

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| | makes/brands introduced in Bhutan. |
| 18.3 | If the Bidder is JV in accordance with ITB 6, a copy of the registration certificate/license shall be submitted. |
| 19. | Documents Establishing Qualifications of the Bidder. |
| 19.1 | The documentary evidence of the Bidder's Qualification to Perform the Contract, if its bid is accepted, shall establish to the purchaser's satisfaction: |
| | a. That, if required by the BDS, a Bidder is not a manufacturer or otherwise produce the goods it offers to supply, shall submit the Manufacturer's Authorization using the form included in Section IV, Bidding Forms to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in Bhutan; |
| | b. That, if required by the BDS, in the case of a bidder not doing business in Bhutan, the Bidder is, or will be (if the contract is awarded to it), represented by authorised representative in Bhutan equipped and able to carry out the Supplier's maintenance, repair and spare parts-stocking obligations prescribed in the Conditions of Contracts and/or Technical Specifications. |
| | c. That the Bidder meets each of the qualification criteria specified in Section III, Evaluation and Qualification Criteria. |
| 20. | Documents Establishing the Goods' Conformity to the Bidding Documents. |
| 20.1 | To establish the conformity of the Goods to the Bidding Documents, the Bidder shall furnish as a part of its Bid, the documentary evidence that the Goods conform to the technical specifications and standards specified in Section V, Schedule of Supply. |
| 20.2 | The documentary evidence may be in the form of literature, drawings or data, and shall consists of a detailed item by item description of the essential technical and performance characteristics of Goods. If required by the BDS, the bidders are required to confirm and sign on the guaranteed technical particulars of the goods (GTPS) that is indicated in the Section V, Schedule of Supply. Any deviations from the indicated specifications must be clearly indicated in the deviation schedule, Section IV, Bidding Form. |
| 20.3 | If required, the Bidder shall also furnish a list giving full particulars, including available sources and current prices, of all spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods. |
| 20.4 | Standards for workmanship, material and equipment, and references to brand names or catalogue numbers, specified by the Purchaser in Section V, Schedule of Supply, are intended to be descriptive only and not restrictive. The bidder may offer other standards of quality, brand names and/or catalogue numbers in its Bid, provided that it demonstrates to the Purchaser's satisfaction that the substitutions are equivalent or superior to those designated in Section V, Schedule of Supply with the exception in |

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| | strategic critical and strategic security items category. |
| 20.5 | In order to prove that the Goods offered are of acceptable quality and standard, the bidders shall furnish the documentary evidence that the Goods offered have been in production and all relevant catalogues, test certificates, ISO certificates, list of previous clients, value of business and company or manufacturer profile for all new brands are submitted. |
| 21. Period of Validity of Bids | |
| 21.1 | Bids shall remain valid for the period specified in the BDS days from the date of bid opening prescribed by the Purchaser, pursuant to ITB 28. A bid valid for a shorter period shall be rejected by the Purchaser as non-responsive. |
| 21.2 | In exceptional circumstances, prior to the expiration of the bid validity period, 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. If the bidder agrees to the extension request, the validity of the bid security provided under ITB 22 shall also be suitably extended. In the event the Bidder refuses the request, the bid shall be disqualified without forfeiting the bid security. Bidders granting the request shall not be required or permitted to modify its Bid. |
| 22. Bid Security | |
| 22.1 | The bidder shall furnish, as part of its Bid, a Bid Security in original form, denominated in Ngultrum or a freely convertible currency and in amount specified in the BDS. |
| 22.2 | The Bid Security shall be in one of the following forms acceptable to the purchasers: |
| a. | Unconditional bank guarantee issued by a reputed Financial Institution acceptable to the Purchaser in the Bid Security Form included in Section IV Bidding Form or another form acceptable to the Purchaser. |
| b. | Banker's cheque/ cash warrant. |
| c. | Demand draft. |
| d. | If the institution issuing the Bid Security furnished by the Bidder is located outside the Purchaser's country, the Bid Security shall be counter guaranteed by a correspondent financial institution located in the Purchaser's country to make it enforceable, |
| 22.3 | The Bid Security shall be valid for period of thirty (30) days beyond the validity period of the Bids as specified in BDS. |
| 22.4 | Any Bid not secured in accordance with ITB 22.1, 22.2 and 22.3 above shall be rejected by the Purchaser as non-responsive. |

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| 22.5 | An unsuccessful bidder's bid security will be discharged/returned within fifteen (15) days after signing of the Contract with the successful Bidder. | | |
| 22.6 | The successful bidder's bid security will be discharged/returned upon furnishing the performance security, pursuant to ITB 46 and the bidder's executing the Contract, pursuant to ITB 47 . | | |
| 22.7 | 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, except as provided in ITB 21.2; | |
| | b. | If a bidder does not accept arithmetical corrections of its bid price; | |
| | c. | In the case of a successful bidder, if the bidder fails | |
| | i. | To sign the Contract in accordance with ITB 47; or | |
| | ii. | To furnish the performance security in accordance with ITB 48. | |
| 22.8 | The Bid Security of a JV must be from the JV that submits the Bid. | | |
| 23. | Formats and Signing of Bid | | |
| 23.1 | The Bidder shall prepare one original of the documents comprising the Bid as described in ITB 12 and clearly mark it as "Original ". In addition, the Bidder shall submit copies of the Bid, in the number specified in the BDS and clearly mark them “COPY”. In the event of any discrepancy between the original and the copies, the original shall prevail. | | |
| 23.2 | The original and all copies of the 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 shall indicate such authorization and shall be attached to the Bid. The name and position held by each person signing must be typed or printed below the signature. | | |
| 23.3 | 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 and Opening of Bids | | | |
| 24. | Submission, Sealing and Marking of Bids | | |
| 24.1 | Bids shall be delivered by hand, courier or registered post. The Bidder shall seal the original of the Bid and the number of copies stipulated in the BDS, including alternative Bids if permitted in accordance with ITB 15 in separate inner envelopes | | |

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| | contained within one outer envelope. All envelopes shall be sealed with adhesive or other sealant to prevent reopening. |
| 24.2 | The inner envelopes shall: |
| | a. Be sealed and bear the name of the Bidder. |
| | b. Be marked "ORIGINAL", "ALTERNATIVE" (if any) and "COPY". |
| 24.3 | The outer envelope shall: |
| | a. Be marked "Confidential"; |
| | b. Bear the name and address of the Bidder; |
| | c. Be addressed to the Purchaser in accordance with ITB 25.1; |
| | d. Bear the identification number pursuant to ITB 1.1 and any additional identification marks as specified in the BDS; and |
| | e. Bear a warning not to open before the time and date for bid opening, in accordance with ITB 29.1. |
| 24.4 | If the outer envelope is not sealed and marked as required by ITB 24.3, the Purchaser will assume no responsibility for the bid misplacement or premature opening. |
| 25. | Deadline for submission of Bids |
| 25.1 | Bids shall be delivered by hand, courier or registered post to the Purchaser at the address and no later than the date and time indicated in BDS. |
| 25.2 | The Purchaser may, at its discretion, extend the deadline for the submission of Bids by amending the Bidding Documents in accordance with ITB 9, 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. |
| 26. | One Bid per Bidder |
| 26.1 | Each bidder shall submit only one Bid either by itself, or as a partner in a joint venture 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 ITB 15) shall be disqualified. |
| 27. | Late Bids |
| 27.1 | Any Bid received by the Purchaser after the deadline for Submission of Bids prescribed by the Purchaser, pursuant to ITB 25, shall be declared "Late" and rejected and returned unopened to the bidder. |

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| 28. Modification, Substitution and withdrawal of Bids | | |
| 28.1 | The bidder may modify or substitute its Bid after it has been submitted by sending a written notice in accordance with the ITB 24, duly signed by an authorized representative, and shall include a copy of authorization in accordance with ITB 23.2. The corresponding substitution or modification of the Bid must accompany the respective written notice. All notices must be: | |
| | a. | Submitted in accordance with ITB 23 and 24, and in addition, the respective envelopes shall be clearly marked “SUBSTITUTION” or “MODIFICATION;” and |
| | b. | Received by the Purchaser prior to the deadline prescribed for the submission of Bids, in accordance with ITB 25. |
| 28.2 | The bidder may withdraw its Bid after it has been submitted by sending a written notice prior to the deadline prescribed for the submission of Bids, in accordance with ITB 25, duly signed by an authorized representative, and shall include a copy of authorization in accordance with ITB 23.2. The Purchaser then shall mark the envelope as “WITHDRAWN”. | |
| 28.3 | No Bid may be modified, substituted or 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 or any extension thereof, neither any modification shall be accepted. | |
| 29. Bid Opening | | |
| 29.1 | The Purchaser shall conduct the bid opening in the place at the address, date and time specified in the BDS in the presence of bidders or bidders' authorized representatives who choose to attend. | |
| 29.2 | The bidder’s authorized representatives attending the bid opening shall have an Authorization Letter from the bidder. Only the authorized representative shall attend the bid opening. | |
| 29.3 | The bidders or bidder’s authorized representatives shall not be permitted to approach the members of the Bid Opening Committee or any of the officials. | |
| 29.4 | The bidders or bidder’s authorized representatives who are present shall sign a bidder’s attendance sheet evidencing their attendance. | |
| 29.5 | First, envelopes marked as “WITHDRAWN” shall be read out and returned unopened to the Bidder. Next, envelopes marked “SUBSTITUTION” shall be opened and read out and exchanged with the corresponding Bid being substituted. The substituted Bid shall not be opened, but shall be returned to the Bidder. Envelopes marked “MODIFICATION” shall be opened and read out with the corresponding Bid. Only envelopes that are opened, read out and recorded at Bid Opening shall be considered. | |

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| 29.6 | All other envelopes shall be opened one at a time, and the following read out and recorded: the name of the Bidder and whether there is a modification; the Bid Prices (per lot if applicable), any discounts and alternative offers; the presence of a Bid Security, if required; and any other details as the Purchaser may consider appropriate. Only discounts and alternative offers read out and recorded at bid opening shall be considered for evaluation. No Bid shall be rejected at bid opening except for late bids, in accordance with ITB 27.1. |
| 29.7 | The Purchaser shall prepare a record of the Bid Opening, which shall include the information disclosed to those present in accordance with ITB 29.6. The minutes shall include, as a minimum: |
| a. | The Tender Number and Description; |
| b. | The name of the Bidder, Bid number and whether there is a withdrawal, substitution or modification; |
| c. | The Bid deadline date and time; |
| d. | The date, time and place of Bid Opening; |
| e. | Bid prices, per lot if applicable, offered by the Bidders, including any discounts and alternative offers; |
| f. | The presence or absence of Bid Security and, if present, its amount; |
| g. | The names of Bidders at the Bid Opening, and of the Bidders authorized representatives (if any); |
| h. | Details of any feedbacks or other comments made by Bidders/Bidders authorized representatives attending the Bid Opening, including the names and signatures of the Bidders/Bidders authorized representatives making the feedback(s) and/or comment(s); and |
| i. | The names, designations and signatures of the members of the Bid Opening Committee. |
| | The Bidders/Bidders authorized representatives who are present shall sign the record. The omission of a Bidders/Bidders authorized representative's signature on the record shall not invalidate the contents and effect of the record. |
| E. Evaluation and Comparison of Bids | |
| 30. Confidentiality | |
| 30.1 | 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. |

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| 30.2 | 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. | |
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| 31. Clarification of Bids | | |
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| 31.1 | 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. Any clarification submitted by a Bidder with regard to its Bid and that is not in response to a request by the Purchaser shall not be considered. The Purchaser's requests for clarification and the response shall be in writing. No change in the price or substances of the Bid shall be sought, offered or permitted, except to confirm the correction of arithmetic errors discovered by the Purchaser in the evaluation of the Bids, in accordance with ITB 34. | |
| 32. Deviations, Reservations, and Omissions | | |
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| 32.1 | During the evaluation of bids, the following definitions shall apply: | |
| | a. | "Deviation" is a departure from the requirements specified in the Bidding Document. Any comments, remarks, observations and feedbacks will constitute as deviation and shall be indicated in the deviation sheet; |
| | b. | "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Document; and |
| | c. | "Omission" is the failure to submit part or all of the information or documentation required in the Bidding Document. |
| 33. Responsiveness of Bids | | |
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| 33.1 | The Purchaser's determination of a Bid's responsiveness shall be based on the contents of the Bid itself, and is to determine which of the Bids received are responsive and thereafter to compare the responsive Bids against each other to select the lowest evaluated Bid. | |
| 33.2 | A substantially responsive Bid is one that conforms to all the terms, conditions and specifications of the Bidding Documents without material deviation, reservation or omission. A material deviation, reservation or omission is one that: | |
| | a. | Effects in any substantial way the scope, quality or performance of the supplies; or |
| | b. | Limits or is inconsistent with the bidding documents in a substantial way, the Purchaser's rights or the bidder's obligations under the Contract; or |
| | c. | Whose rectification would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids. |

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| 33.3 | If a Bid is not substantially responsive to the Bidding Documents, it shall be rejected by the Purchaser and may not subsequently be made responsive by the bidder by correction of the material deviation, reservation or omission. | |
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| 34. | Nonconformities, Errors and Omissions | |
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| 34.1 | Provided that a Bid is substantially responsive, the Purchaser may waive any non-conformities or omissions in the Bid that do not constitute a material deviation. | |
| 34.2 | Provided that a Bid is substantially responsive, the Purchaser may request that the Bidder submit the necessary information or documentation within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid. | |
| 34.3 | Provided that the Bid is substantially responsive, the Purchaser shall correct arithmetical errors on the following basis: | |
| | a. | If there is a discrepancy between the unit price and the 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 unless in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected. |
| | b. | 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. |
| 34.4 | If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be disqualified and its Bid Security shall be forfeited. | |
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| 35. | Preliminary Examination of Bids | |
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| 35.2 | The Purchaser shall examine and confirm that the following documents and information have been provided in the Bid. If any of these documents or information is missing, the Bid shall be rejected. | |
| | a. | Bid Form, in accordance with ITB 12.1 (a); |
| | b. | Price Schedules, in accordance with ITB 12.1 (a); |
| | c. | Bid Security, in accordance with ITB 22. |
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| 36. | Examination of Terms and Conditions; Technical Evaluation | |
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| 36.1 | The Purchaser shall examine the Bid to confirm that all terms and conditions | |

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| | specified in the GCC and the SCC have been accepted by the Bidder without any material deviation or reservation. |
| 36.2 | The Purchaser shall evaluate the technical features of the Bid submitted in accordance with ITB 20, to confirm that all requirements specified in Section V, Schedule of Supply of the Bidding Documents have been met without any material deviation or reservation. |
| 36.3 | If, after the examination of the terms and conditions and the technical evaluation, the Purchaser determines that the Bid is not substantially responsive in accordance with ITB 33, the Bid shall be rejected. |
| 36.4 | No conditional offer(s) shall be allowed. A bid with conditional offers shall be rejected |
| 37. Conversion to Single Currency | |
| 37.1 | For evaluation and comparison purposes, the Purchaser shall convert all bid prices, expressed in amounts in various currencies into a single currency and use the exchange rates specified in the BDS. |
| 38. Margin of Preference | |
| 38.1 | A margin of preference may apply to domestic goods manufactured in Bhutan as provided for in the BDS. To avail a margin of preference, the Bidder shall provide a value addition certificate from the Ministry of Economic Affairs. |
| 39. Detail Evaluation of Bids | |
| 39.1 | The Purchaser shall evaluate each Bid that has been determined, up to this stage of evaluation, to be substantially responsive. |
| 39.2 | To evaluate a Bid, the Purchaser shall only use all the factors, methodologies and criteria defined in this ITB 39. No other criteria or methodology shall be permitted. |
| 39.3 | To evaluate a Bid, the Purchaser shall consider the following: |
| a. | Evaluation shall be done for Items or Lots, as specified in the BDS; |
| b. | The Bid Price, as quoted in accordance with ITB Clause 16; |
| c. | Price adjustment for correction of arithmetic errors in accordance with ITB 34.3; |
| d. | Price adjustment due to discounts offered in accordance with ITB Clause 16.4; |
| e. | Adjustments due to the application of the evaluation criteria specified in the BDS from amongst those set out in Section III, Evaluation and Qualification Criteria; and |

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| | f. | Adjustments due to the application of a margin of preference, in accordance with ITB Clause 38, if applicable. |
| 39.4 | The Purchaser's evaluation of a Bid shall exclude and not take into account any allowance for price adjustment during the period of execution of the contract, if provided in the bid. | |
| 39.5 | The Purchaser's evaluation of a Bid may require the consideration of other factors in addition to the Bid Price quoted in accordance with ITB Clause 16. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of Bids, unless otherwise specified in Section III, Evaluation and Qualification Criteria. The factors, criteria and the methodology of application shall be as specified in ITB 39.3 (e). | |
| 39.6 | If so specified in BDS, Goods are grouped in two or more lots, the Purchaser will evaluate Bids on the basis of LOT WISE or a combination of Lots and the Purchaser shall award one or multiple lots to more than one Bidder. | |
| 40. | Comparison of Bids | |
| 40.1 | The Purchaser shall compare all substantially responsive Bids to determine the lowest evaluated Bid, in accordance with ITB 39. | |
| 40.2 | If the Bid price of the lowest evaluated Bid appears abnormally low, high and/or seriously unbalanced price as compared to other Bidders or past rates, then the Purchaser may require the Bidder to produce written explanations of, justifications and detailed price analyses for any or all items offered. Such explanations may include, but are not limited to, details of the method by which the Goods and Related Services are to be provided, the technical solutions chosen, exceptionally favourable conditions available to the Bidder for the execution of the Contract, and the originality of the Goods proposed by the Bidder. After objective evaluation of the explanations, justifications and price analyses, if the Purchaser decides to accept the Bid with an abnormally low and/or seriously unbalanced price, the Purchaser shall require that the amount of the Performance Security stipulated in ITB 48 be increased at the expense of the Bidder to a level sufficient to protect the Purchaser against financial loss in the event of default of the successful Bidder under the Contract. | |
| 41. | Post qualification of the Bidder | |
| 41.1 | The Purchaser will determine to its satisfaction whether the bidder selected as having submitted the lowest-evaluated and substantially responsive Bid is qualified to satisfactorily perform the Contract. | |
| 41.2 | The Purchaser will determine the reasonability of the Bid Prices based on the past purchase rate and the prevailing market rate during the evaluation. | |
| 41.3 | The determination based upon an examination of the documentary evidence of the bidder's qualifications submitted by the bidder, pursuant to ITB 19, as well as such | |

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| | other information as the Purchaser deems necessary and appropriate. |
| 41.4 | If required, the Purchase may carry out the inspections of the Bidder's factories to assess the production, technical, financial, and manpower capacity of the Bidder to perform the Contract. The Purchaser shall notify in advance of the date in writing on which the inspection will be made. If the Bidder does not meet the required capacity as assessed by the inspection team, the bid shall be rejected |
| 41.5 | An affirmative determination shall be a prerequisite for award of the Contract to the bidder. A negative determination will result in rejection of the bidder's Bid, in which event the Purchaser shall proceed to the next lowest evaluated Bid to make a similar determination of that Bidder's capabilities to perform satisfactorily. |
| 42. | Contacting the Purchaser |
| 42.1 | Subject to ITB 31, 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. |
| 42.2 | 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. |
| 43. | Purchaser's Right to Accept Any Bid and to Reject Any or All Bids |
| 43.1 | 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 | |
| 44. | Award Criteria |
| 44.1 | 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. |
| 45. | Purchasers Right to Vary Quantities at Time of Award |
| 45.1 | At the time the Contract is awarded, the Purchaser reserves the right to increase or decrease the quantity of Goods and Related Services specified in Section V, Schedule of Supply, provided this does not exceed the percentages indicated in the BDS, and without any change in the unit prices or other terms and conditions of the Bid. |
| 46. | Notification of Award |
| 46.1 | The Purchaser will notify the successful bidder in writing that its Bid has been accepted. |

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| 46.2 | Until a formal Contract is prepared and executed, the notification of award shall be binding on the Supplier. | |
| 47. | Signing of Contract | |
| 47.1 | Within 15 (Fifteen) days from the date of issue of the notification of award of contract, the successful bidder are required to come and sign, date and seal the contract agreement at the office as specified in BDS. | |
| 47.2 | Where the contract is not signed by both parties simultaneously: | |
| | a. | The Purchaser shall send to the successful bidder two original copies of (1) the full agreed contract and (2) the letter of acceptance, each copy to be signed by the bidder or its duly authorized representative, together with the date of signature; |
| | b. | The letter of acceptance shall indicate the deadline by which it must be accepted as specified in BDS; |
| | c. | The successful bidder, if agrees to conclude the contract, must sign and date all original copies of the contract and letter of acceptance and return one copy of each to the Purchaser before the expiry of the deadline indicated in the letter of acceptance; |
| | d. | Failure of the successful bidder to accept the award/ sign the contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security. |
| 47.3 | Notwithstanding ITB 47.1 above, in case signing of the Contract Agreement is prevented by any export restrictions attributable to the Purchaser, to Bhutan, or to the use of the products/Goods, systems or services to be supplied, where such export restrictions arise from trade regulations from a country supplying those products/Goods, systems or services, the Bidder shall not be bound by its Bid, always provided, however, that the Bidder can demonstrate to the satisfaction of the Purchaser that signing of the Contract Agreement has not been prevented by any lack of diligence on the part of the Bidder in completing any formalities, including applying for permits, authorizations and/or licenses necessary for the export of the products/Goods, systems or services under the terms of the Contract. | |
| 48. | Performance Security | |
| 48.1 | Within 15 (Fifteen) working 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. | |
| 48.2 | The Performance Security @10% of the supply contract value shall be furnished by the successful bidder in one of the following forms: | |

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| | a. | Unconditional bank guarantee issued by the reputed Financial Institution in the form provided for in Section VIII, Contract Forms or another form acceptable to the Purchaser; or |
| | b. | Banker's Cheque/Cash Warrant, or |
| | c. | Demand Draft. |
| 48.3 | | If the institution issuing the Performance Security furnished by the Bidder is located outside the Purchaser's country, the Performance Security shall be counter guaranteed by a correspondent Financial Institutions located in the Purchaser's country to make it enforceable. |
| 48.4 | | Failure by the successful Bidder to submit the above-mentioned Performance Security shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event the Purchaser may award the Contract to the next lowest evaluated Bidder whose offer is substantially responsive and is determined by the Purchaser to be qualified to perform the Contract satisfactorily. Such a failure shall be considered as default and all relevant clauses shall apply. |

 IT Manager
Information & Technology Division
Bhutan Power Corporation Ltd.
Thimphu: Bhutan

Section II. Bid Data Sheet (BDS)

| A. Introduction | | | | | |
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| ITB 1.1 | The Tender No. is: 03/BPC/ITD/2020/8 dated 03 rd June, 2020 | | | | |
| ITB 1.1 | The Tender Name is: <i>Development & Delivery of Smart Billing System, Annual Maintenance & Services of Jakkha (Django/Python/MySQL/Ubuntu) Server</i> | | | | |
| ITB 1.1 | The Purchaser is: <i>Information Technology Division, Bhutan Power Corporation Limited, Yarden Lam, Post Box No. 580, Thimphu, Bhutan.</i> | | | | |
| ITB 1.1 | <p>The number and identification of Lots comprising this tender are:</p> <table border="1"> <tbody> <tr> <td>Lot 1</td> <td><i>Development & Delivery of Smart Billing System</i></td> </tr> <tr> <td>Lot 2</td> <td><i>Annual Maintenance & Services of Jakkha (Django /Python/ MySQL/ Ubuntu) Server</i></td> </tr> </tbody> </table> <p><i>Refer Scope of Work for Lot 1 & 2 for more details.</i></p> | Lot 1 | <i>Development & Delivery of Smart Billing System</i> | Lot 2 | <i>Annual Maintenance & Services of Jakkha (Django /Python/ MySQL/ Ubuntu) Server</i> |
| Lot 1 | <i>Development & Delivery of Smart Billing System</i> | | | | |
| Lot 2 | <i>Annual Maintenance & Services of Jakkha (Django /Python/ MySQL/ Ubuntu) Server</i> | | | | |
| B. Bidding Documents | | | | | |
| ITB 8.2 | <p>For clarification of Bid purposes only, the Purchaser's address is:</p> <p>Attention: <i>The Manager.</i></p> <p>Address <i>Information Technology Division, Bhutan Power Corporation Limited, Yarden Lam, Post Box No. 580, Thimphu, Bhutan.</i></p> <p>Telephone number: <i>+975-2-326219</i></p> <p>Electronic mail address: <i>sonam_dhendup@bpc.bt</i> copy to: <i>ugyen@bpc.bt</i></p> | | | | |
| C. Preparation of Bids | | | | | |
| ITB 11.1 | The language of the Bid is: <i>English</i> | | | | |
| ITB 12.1(h) | The bidders shall submit a signed Integrity Pact: <i>Yes</i> | | | | |
| ITB 12.1(j) | <p>The Bidder shall submit with its Bid the following additional documents:</p> <ol style="list-style-type: none"> <i>1.Document proof attesting that the bidder has at least 1 local programmer and 1 local system administrator as regular employees.</i> <i>2.Document proof attesting that the bidder has developed and delivered similar or other software projects in the past.</i> | | | | |
| ITB 15.1 | Alternative Bids " <i>shall not be</i> " permitted. | | | | |
| ITB 16.5 | The Incoterms edition is: <i>2010 edition.</i> | | | | |

| ITB 16.6 (a) (i) & (ii) | The price shall be inclusive of all taxes and duties that are applicable both inside and outside the purchaser's country. | | | | | | |
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| ITB 16.6(b) (i) | The price of the goods quoted shall be DDP (Delivery duty paid), Information Technology Division, Bhutan Power Corporation, Thimphu (Place of destination) for all the lots as per incoterm 2010. Notwithstanding any possible misinterpretation/ambiguity in interpretation, it is explicitly clarified that the offered prices shall be all inclusive covering all costs including but not limited to transportation, insurance, taxes and duties and any other costs for delivery of the materials to the Purchaser at the designated place of delivery/destination. | | | | | | |
| ITB 16.6(b) (ii) | Add "The Price quoted shall be inclusive of all the taxes and duties that are payable inside as well as outside purchaser country". | | | | | | |
| ITB 16.6(b) (iii) | Final destination (Project Site) if relevant: Not Applicable. | | | | | | |
| ITB 16.7 | The prices quoted by the Bidder " <i>shall not</i> " be adjustable. | | | | | | |
| ITB 19 (a) | Manufacturer's Authorization (MA) " <i>is not</i> " required | | | | | | |
| ITB 19 (b) | After sales maintenance, repair, spare parts stocking and related services " <i>are not</i> " required, and the Bidder therefore " <i>is not</i> " required to be represented by a suitably equipped and able agent in Bhutan. | | | | | | |
| ITB 20.2 | Guaranteed Technical Particulars (GTP) " <i>is not</i> " required. | | | | | | |
| ITB 21.1 | The Bid validity period shall be <i>valid till 30th September, 2020.</i> | | | | | | |
| ITB 22.1 | <p>The amount and currency of the Bid Security are as follows:</p> <table border="1"> <thead> <tr> <th>Lot Description</th><th>Amount (Nu.)</th></tr> </thead> <tbody> <tr> <td><i>Lot 1: Development & Delivery of Smart Billing System</i></td><td><i>20,000</i></td></tr> <tr> <td><i>Lot 2: Annual Maintenance and Services of Jakkha (Django/ Python/ MySQL) Server</i></td><td><i>5,000</i></td></tr> </tbody> </table> <p>Preferably Bid Security should be submitted for the individual lots. Combined Bid Security would be also accepted. However, if the combined Bid Security is not sufficient in terms of total amount, the offer for the entire quoted lots would be treated as non-responsive as per ITB 22.4 and not considered for further evaluation.</p> | Lot Description | Amount (Nu.) | <i>Lot 1: Development & Delivery of Smart Billing System</i> | <i>20,000</i> | <i>Lot 2: Annual Maintenance and Services of Jakkha (Django/ Python/ MySQL) Server</i> | <i>5,000</i> |
| Lot Description | Amount (Nu.) | | | | | | |
| <i>Lot 1: Development & Delivery of Smart Billing System</i> | <i>20,000</i> | | | | | | |
| <i>Lot 2: Annual Maintenance and Services of Jakkha (Django/ Python/ MySQL) Server</i> | <i>5,000</i> | | | | | | |
| ITB 22.3 | The Bid Security validity period shall be <i>valid till 30th October 2020.</i> | | | | | | |

| D. Submission and Opening of Bids | |
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| ITB 23.1 and 24.1 | In addition to the original of the Bid, the number of copies is: <i>One copy</i> . |
| ITB 24.3 (d) | The identification of this bidding process is: 03/BPC/ITD/2020/8 dated 03 rd June, 2020. |
| ITB 25.1 | For <u>Bid submission purposes</u> only, the Purchaser's address is: Attention: <i>The Manager</i> Address: <i>Information Technology Division, Bhutan Power Corporation Limited, Yarden Lam, Post Box No. 580, Thimphu, Bhutan.</i> |
| ITB 25.1 | The deadline for Bid submission is: <i>Date: 02nd July, 2020</i> <i>Time: 13:00 hours</i> |
| ITB 29.1 | The Bid opening shall take place at: Address: <i>BPC Conference Hall, Bhutan Power Corporation Limited, Yarden Lam, Post Box No. 580, Thimphu, Bhutan.</i> <i>Date: 02nd July, 2020</i> <i>Time: 14:00 hours</i> |
| E. Evaluation and Comparison of Bids | |
| ITB 37.1 | Bid prices expressed in different currencies shall be converted into Ngultrum (BTN). The source of exchange rates shall be as published by the Royal Monetary Authority of Bhutan. The date for the exchange rates shall be the date of Bid Opening, as prescribed in ITB 29.1 and the exchange rate shall be TT selling rate. |
| ITB 38.1 | A margin of five percent (5%) Domestic Preference " <i>shall not</i> " apply. |
| ITB 39.3 (a) | Bids will be evaluated as follows: 1. <i>Bid will be evaluated on lot wise basis. A lot with an alternative item price shall be rejected and that lot shall not be considered for further evaluation.</i> 2. For lot 1 & 2, the bidder should submit document proof it has at least 1 local programmer and 1 local system administrator as regular employees. If the bidder fails to comply, then its bid will be rejected and shall not be considered for further evaluation. 3. For lot 1 & 2, the bidder should submit document proof that it has successfully executed similar or other software development project in the past. If the bidders fails to comply, then its bid will be rejected and shall not be considered for further |

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| | <p>evaluation.</p> <p>4. For Lot 1, Bidder should submit Database schema design for the proposed design.</p> <p>5. For Lot 1, Bidder should submit timeline of software lifecycle management from initiation to deployment.</p> |
| ITB 39.3 (e) | <p>The adjustments shall be determined using the following criteria from amongst those set out in Section III, Evaluation and Qualification Criteria:</p> <p>(a) Deviation in Delivery schedule: <i>Yes. [Clause 2.2 of Evaluation Criteria (ITB 39.3 (e))]</i></p> <p>(b) Deviation in payment schedule: <i>No [Clause 2.3 of Evaluation Criteria (ITB 39.3 (e))]</i></p> <p>(c) The cost of major replacement components, mandatory spare parts, and service: <i>No. The cost of spare components, mandatory spares and services if submitted by the Bidder shall not be taken into consideration during the evaluation.</i></p> <p>(d) The availability in Bhutan of spare parts and after-sales services for the equipment offered in the Bid: <i>No</i></p> <p>(e) The projected operating and maintenance costs during the life of the equipment: <i>No.</i></p> <p>(f) The performance and productivity of the equipment offered: <i>Yes. The performance warranty period for the equipment offered will be 12 months from the date of receipt at the place of destination.</i></p> |
| ITB 39.6 | <p>Bidders “shall not” be allowed to quote separate prices for one or more items/lots. <i>[refer to Section III, Evaluation and Qualification Criteria for the evaluation methodology, if appropriate]</i></p> |
| F. Award of Contract | |
| ITB 45.1 | <p>The maximum percentage by which quantities may be increased is <i>20% percentage of the contract value</i>. The maximum percentage by which quantities may be decreased is <i>20% percentage of the contract value</i>.</p> |
| ITB 47.1 | <p>The signing of Contract Agreement will take place at:</p> <p>Address: <i>Information Technology Division, BPC, Yarden Lam, Post Box No. 580, Thimphu, Bhutan.</i></p> |
| ITB 47.2 | <p>The letter of acceptance must be accepted on or before: <i>10 (ten) days after the notification of award.</i></p> |

Section III. Evaluation and Qualification Criteria

Table of Contents

| | |
|--|---|
| Domestic Preference (ITB 38)..... | 2 |
| Evaluation Criteria (ITB 39.3 (e))..... | 2 |
| Multiple Contracts (ITB 39.6) | 3 |
| Postqualification Requirements (ITB 41.2)..... | 3 |

 IT Manager
Information & Technology Division
Bhutan Power Corporation Ltd.
Thimphu, Bhutan

| Domestic Preference (ITB 38) | |
|---|---|
| 1.1 | If the Bidding Data Sheet (BDS) so specifies, in comparing Bids, a margin of preference will be granted to Goods of Bhutanese Origin. |
| 1.2 | For application of domestic preference, all responsive Bids will first be classified into the following three categories: |
| a. | <i>Category I:</i> Goods shall be considered to be of Bhutanese Origin based on the percentage of value addition as prescribed by the Ministry of Economic Affairs, Bhutan ; |
| b. | <i>Category II:</i> All other bids offering Goods manufactured in Bhutan; |
| c. | <i>Category III:</i> Bids offering Goods manufactured outside Bhutan that have been already imported or that will be imported. |
| 1.3 | In the first step, all evaluated bids in each group shall be compared to determine the lowest bid in each group. Such lowest evaluated bids shall be compared with each other and if, as a result of this comparison, a bid from Category I or Category II is the lowest, it shall be selected for the award. |
| 1.4 | If as a result of preceding comparison, the lowest evaluated bid is a bid from Category III, for the purpose of further comparison only, an upward five percent (5%) price adjustment will be made to the CIF/CIP/DDP bid prices of Category III bidders. The lowest evaluated bid determined from this last comparison shall be selected for the award. |
| 1.5 | Bidders applying for the preference shall provide all supporting documents to prove that the Goods offered by them are from Category I and Category II respectively. |
| Evaluation Criteria (ITB 39.3 (e)) | |
| The Purchaser's evaluation of a Bid may take into account, in addition to the Bid Price quoted in accordance with ITB 16.6, one or more of the following factors as specified in ITB 39.3(e) and in the BDS referring to ITB 39.3(e), using the following criteria and methodologies. | |
| 2.1 | Brand Name |
| | BPC has adopted the policy of restricting certain Strategic Critical Items (SC-SKU's) as per the provision of the BPC Procurement Manual to ensure high quality, reduce inventory and to sustain long-term smooth operation and maintenance services. Bidders must ensure that for these lots, only the listed brand names are quoted and effort must be made to source this equipment directly from the manufacturers and or their authorized dealers. Preferred Brands/Restricted Brands are specified in Price Schedule. |

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| 2.2 | <p>Delivery Schedule (<i>as per Incoterms specified in BDS</i>)</p> <p>The Goods are required to be delivered in accordance with and completed as specified in the Section V, Schedule of Supply. 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) per cent of the bid price for each week of delay to the bid price. Bids offering delivery schedules beyond 1 (one) month of the date specified in Section V, Schedule of Supply shall be rejected.</p> |
| 2.3 | <p>Adjustment for Deviations from the Terms of Payments</p> <p>Deviation from terms of payment as specified in special condition of contract shall not be permitted. All bids deviating from specified terms of payment will be treated as non-responsive.</p> |
| 2.4 | <p>Contractual and Commercial Deviations</p> <p>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.</p> |
| 3. Multiple Contracts (ITB 39.6) | |
| 3.1 | The Purchaser shall award multiple contracts to the Bidder that offers the lowest evaluated combination of Bids (one contract per Bid) and meets the post qualification criteria (this Section III, Sub-Section ITB 39.2, Post qualification Requirements) |
| 3.2 | The Purchaser shall: |
| a. | Evaluate only items/lots that include at least the percentages of items per lot and quantity per item as specified in ITB 16.8. |
| b. | Take into account: |
| i. | the lowest-evaluated Bid for each lot; and |
| ii. | the price reduction per lot and the methodology for its application as offered by the Bidder in its Bid. |
| 4. Post qualification Requirements (ITB 41.2) | |
| 4.1 | After determining the lowest-evaluated Bid in accordance with ITB 40.1. If required, the Purchaser shall carry out the post qualification of the Bidder in |

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| | accordance with ITB 41, using only the requirements specified. Requirements not included in the text below shall not be used in the evaluation of the Bidder's qualifications. | |
| | a. | <p>Financial Capability</p> <p>The Bidder shall furnish documentary evidence that it meets the following financial requirement(s): <i>Not Applicable</i>.</p> |
| | b. | <p>Experience and Technical Capacity</p> <p>The Bidder shall furnish documentary evidence to demonstrate that it meets the following experience requirement(s): <i>ISO Certificate; list of previous clients, relevant catalogues, test certificates, list of past performance certificates and manufacturer's profile for all new brands that are introduced in BPC.</i></p> |
| | c. | <p>The Bidder shall furnish documentary evidence to demonstrate that the Goods it offers meet the following usage requirement(s): <i>Not Applicable</i></p> |

 IT Manager
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Bhutan Power Corporation Ltd.
Thimphu: Bhutan

1. DELIVERY AND COMPLETION SCHEDULE

The delivery period shall commence from the date of signing contract.

| Lot No. | Description of Goods | Required Arrival Date of Goods/Services |
|---------|--|---|
| 1 | Lot 1: Development & Delivery of Smart Billing System | One month from the receipt of supply order from Information Technology Division |
| 2 | Lot 2: Annual Maintenance & Services of Jabkha (Django/Python/MySQL/Ubuntu) Server | One year from the receipt of supply order from Information Technology Division |

Location / Destination as specified in BDS –Shall be BPC Head Office, Thimphu

Note:

Lot 1 – Development & Delivery of Smart Billing System

- a) ITD will not provide remote connectivity access of its both Development and Production environment. The Vendor must depute their programmer/system administrator physically on-site at Head Office, BPC, Thimphu for any work as per the scope of work

Lot 2 – Annual Maintenance and Services of Jabkha (Django/Python/MySQL/Ubuntu) Server

- a) ITD will not provide remote connectivity access of its both Development and Production environment. The Vendor must depute their programmer/system administrator physically on-site at Head Office, BPC, Thimphu for any work as per the scope of work.
- b) Vendor is required provide the support and services as per the scope of work for 1 year.

Price Schedule

| SI No. | Work Type | Price |
|----------------------------|--|-------|
| 1 | Development and Delivery of Smart Billing System | |
| 2 | Annual Maintenance & Services of Jabkha(Django/ Python/ MySQL/ Ubuntu) Server <i>*Duration for 1 year</i> | |
| Total Amount (Nu.): | | |

NOTE

Lot 1: Vendor should provide maintenance and service for the period of 1 year after the delivery of the solution

 IT Manager
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Bhutan Power Corporation Ltd.
Thimphu: Bhutan

PART 3- Contract

IT Manager
Information & Technology Division
Bhutan Power Corporation Ltd.
Thimphu: Bhutan

Section VI. General Conditions of Contract

Table of Contents

| | | |
|-----|---|----|
| 1. | Definitions..... | 4 |
| 2. | Use of Contract Documents and Information..... | 5 |
| 3. | Change Orders..... | 5 |
| 4. | Contract Amendments..... | 6 |
| 5. | Subcontracts..... | 6 |
| 6. | Country of Origin..... | 6 |
| 7. | Inspection and Tests..... | 6 |
| 8. | Packing and Documents..... | 7 |
| 9. | Delivery and Documents..... | 7 |
| 10. | Patent Indemnity..... | 8 |
| 11. | Performance Security..... | 8 |
| 12. | Insurance..... | 9 |
| 13. | Warranty..... | 9 |
| 14. | Payment..... | 10 |
| 15. | Contract Prices..... | 10 |
| 16. | Contract Execution Schedule and Extensions in the Supplier's Performance..... | 10 |
| 17. | Liquidated Damages..... | 11 |
| 18. | Termination for Default..... | 11 |
| 19. | Termination for insolvency..... | 12 |
| 20. | Termination for Convenience..... | 12 |
| 21. | Resolution of Disputes..... | 12 |
| 22. | Applicable Law..... | 13 |

| | | |
|-----|------------------------------|----|
| 23. | Force Majeure..... | 13 |
| 24. | Assignment..... | 13 |
| 25. | Contract Language..... | 14 |
| 26. | Taxes and Duties..... | 14 |
| 27. | Waiver..... | 14 |
| 28. | Limitation of Liability..... | 14 |
| 29. | Export Restriction..... | 14 |

 IT Manager
Information & Technology Division
Bhutan Power Corporation Ltd.
Thimphu: Bhutan

Section VI. General Conditions of Contract (GCC)

| 1. Definitions | | |
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| 1.1 | In this Contract, unless the contract otherwise requires, the term: | |
| | (a) | "The Contract" means any lawful agreement entered into between the Purchaser and the Supplier, as recorded in the Contract Agreement signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein. |
| | (b) | "Contract Documents" means the documents listed in the Agreement, including any amendments thereto. |
| | (c) | "The Contract Price" means the price payable to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions there from as may be made pursuant to the Contract. |
| | (d) | "The Goods" means all the equipment, machinery, and/or other materials, which the Supplier is required to supply to the Purchaser under the Contract. |
| | (e) | "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. |
| | (f) | "The Purchaser" means the entity purchasing the Goods and Related Services, as specified in the SCC. |
| | (h) | "The Supplier" means the individual or firm supplying the Goods and Services under the Contract. |
| | (i) | "Day" means calendar day. |
| | (j) | "Delivery" means the transfer of the Goods from the Supplier to the Purchaser in accordance with the terms and conditions set forth in the Contract Documents. |
| | (k) | "SCC" means Special Conditions of Contract. |
| | (l) | "Subcontractor" means any natural person, private or government entity, or a combination thereof, including its legal successors and permitted assigns, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier. |
| | (m) | "Incoterms" means a series of international sales terms, published by the International Chamber of Commerce (ICC) in Paris, France. |

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| 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 so 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 GCC Clause 2.1 above, except for purposes of performing the Contract. |
| 2.3 | Any document, other than the Contract itself, specified in GCC 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) | Decrease or increase in quantity within the delivery period. |
| (b) | Drawings, designs or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser; or |
| (c) | The method of shipment or packing; or |
| (d) | The place of delivery. |
| (e) | The Related Services to be provided by the Supplier. |
| 3.2 | If any such change causes an increase or decreases in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery/Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be asserted within Twenty-eight (28) days from date of the Supplier's receipt of the Purchaser's change order. |
| 3.3 | Prices to be charged by the Supplier for any Related Services that might be needed but which were no included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services. |
| 3.4 | The Supplier shall not perform changes in accordance with GCC 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 GCC Clause 3.2 above. |

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| 3.5 | 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 the said change. |
| 4. Contract Amendments | |
| 4.1 | Subject to Clause 3, no variation in or modification of the contract shall be made except by written amendment agreed and signed by the parties. |
| 5. Subcontracting | |
| 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. |
| 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 and shall not relieve the Supplier of any of its obligations, duties, responsibilities or liabilities under the Contract. |
| 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 form its components. |
| 7. Inspection and Tests | |
| 7.1 | The Purchaser or its representative shall have the right to inspect and /or to test the Goods to confirm their conformity to the Specifications. At its own expense and at no cost to the Purchaser, the Supplier shall carry out all such tests and/or inspections of the Goods and Related Services as specified in Section V, Schedule of Supply. The Purchaser shall notify the Supplier in writing of the identity of representatives nominated for these purposes. |
| 7.2 | The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at the Goods' final destination, or in a place in Bhutan as specified in SCC. 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. The supplier shall also furnish copies of relevant reference IS documents or other relevant standards and test certificates for electrical equipment if specified in Section V, Schedule of Supply. |

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| 7.3 | As specified in SCC, whenever the Supplier is ready to carry out any such test and inspection, it shall give reasonable advance notice, including the place and time, to the Purchaser. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Purchaser or its designated representative to attend the test and/or inspection. |
| 7.4 | The Purchaser shall reject any Goods or any part thereof that fail to conform to the Specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make all alterations necessary to meet the Specifications at no cost to the Purchaser, and shall repeat the test and/or inspection, at no cost to the Purchaser, upon giving a notice pursuant to Clause 7.3 above. |
| 7.5 | 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. |
| 7.6 | The Supplier shall ensure that all the materials are ready during the time of inspection. In case the materials are to be re-inspected due to reasons which are attributable to the supplier, the same shall be done at the cost of the supplier. |
| 7.7 | Nothing in this Clause 7 shall in any way release the Supplier from any Warranty or other obligations under the Contract. |
| 8. Packing and Documents | |
| 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 per 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, specified in Section V, Schedule of Supply 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 Section V, Schedule of Supply. The details of shipping and/or other documents to be furnished by the Supplier are specified in the SCC. |
| 9.2 | Unless inconsistent with any provision of the Contract or otherwise specified in the SCC, the meaning of any trade term and the rights and obligations of parties there under shall be as prescribed by Incoterms. |

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| 9.3 | The terms EXW,CIP, CIF, DDP, and other trade terms used to describe the obligations of the parties shall be governed by the rules prescribed in the current edition of Incoterms specified in the SCC and published by the International Chamber of Commerce, Paris.. | |
| 10. Indemnity against infringement of Intellectual Property Rights | | |
| 10.1 | The Supplier shall, subject to the Purchaser's compliance with GCC Sub-Clause 10.2, indemnify and hold harmless the Purchaser and its employee(s) or representative(s) from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright or other intellectual property right registered or otherwise existing at the date of the Contract by reason of: | |
| | (a) | The installation of the Goods by the Supplier or the use of the Goods in Bhutan; and |
| | (b) | The sale in any country of the products produced by the Goods. |
| | Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or reasonably to be inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant or materials not supplied by the Supplier, pursuant to the Contract. | |
| 10.2 | If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in GCC Sub-Clause 10.1, the Purchaser shall promptly give the Supplier notice thereof, and the Supplier may at its own expense conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim. | |
| 10.3 | The Purchaser may, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing. | |
| 10.4 | The Purchaser shall indemnify and hold harmless the Supplier and its employees, officers and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs and expenses of any nature, including attorney's fees and expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification or other documents or materials provided or designed by or on behalf of the Purchaser. | |
| 11. Performance Security | | |
| 11.1 | The Supplier shall within fifteen (15) working days of notification of contract | |

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| | award , provide Performance Security in the amount and currency specified in the SCC. |
| 11.2 | <p>The proceeds of the Performance Security shall be payable to the Purchaser as compensation from the Supplier's failure to complete its obligations under the Contract. The Performance Security is a security taken by the purchaser for due performance of the Contract and shall be forfeited if the Supplier fails without any legal excuse, to perform any promises that form the whole or part of a Contract or any agreement without need of establishing any loss incurred by the Purchaser.</p> <p>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 GCC Clause 16.2.</p> |
| 11.3 | The Performance Security shall be denominated in a currency (ies) of the Contract, or in a freely convertible currency acceptable to the Purchaser and shall be in one of the following forms: |
| | (a) Unconditional bank guarantee issued by a reputable financial institution acceptable to the Purchaser, in the form provided for in the Contract or in any other form acceptable to the Purchaser; or |
| | (b) Banker's Cheque/Cash Warrant; or |
| | (c) Demand Draft. |
| 11.4 | If the institution issuing the Performance Security furnished by the Bidder is located outside the Purchaser's country, the Performance Security shall be counter guaranteed by a correspondent financial institutions located in the Purchaser's country to make it enforceable. |
| 11.5 | The Performance Security shall be discharged by the Purchaser and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations or any pending contractual issues arising under the Contract, or any warranty obligations, unless specified otherwise in the SCC. |
| 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 accordance with the applicable Incoterms or in the manner specified in the SCC. |
| 13. Warranty | |
| 13.1 | The Supplier warrants to the Purchaser that the Goods supplied under the Contract will comply strictly with Contract and shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship under normal use in the conditions prevailing in the country of final destinations. |
| 13.2 | Unless otherwise specified in the SCC, the warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof, as the case may be, have been |

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| | delivered to and accepted at the final destination indicated in SCC. |
| 13.3 | The Purchaser shall notify the Supplier in writing stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects. |
| 13.4 | Upon receipt of such notice, the Supplier shall, within the period specified in the SCC repair or replace the defective Goods or parts thereof, at no cost to the Purchaser. |
| 13.5 | If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights 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 the Contract shall be as specified in the SCC. |
| 14.2 | 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 GCC Clause 9 and upon fulfilment of other obligations stipulated in the Contract. |
| 14.3 | Payment shall be made by the Purchaser, but in no case later than 30 (thirty) days after submission of invoice or request for payment by the Supplier and the Purchaser has accepted it. |
| 14.4 | The currency or currencies in which payment is made to the Supplier under the Contract will be made in the currency or currencies specified in SCC. |
| 15. Contract Prices | |
| 15.1 | The Contract Price shall be as specified in the Contract Agreement subject to any additions and adjustments thereto or deductions there from as may be made pursuant to the Contract. |
| 15.2 | 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, which the exception of any change in price resulting from a Change Order issued in accordance with GCC Clause 3, or if applicable, adjustments authorized in accordance with the price adjustment provisions specified in the SCC. |
| 16. Contract Execution Schedule and Extensions in the Supplier's Performance | |
| 16.1 | Delivery of the Goods shall be made by the Supplier in accordance with the |

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| | Contract Execution Schedule, pursuant to SCC. | |
| 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 GCC 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 GCC Clause 23; and |
| | (d) | Delay in performance of work caused by change order or amendment(s) 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 GCC 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, has notified the Purchaser in writing within 10 (Ten) days of any delay that it may claim as caused by circumstances pursuant to GCC 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 GCC Clause 16, 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 may 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 SCC of the delivered price of the delayed goods or unperformed services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in the SCC. Once the maximum is reached, the Purchaser may consider termination of the Contract pursuant to GCC 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 Contract delivery period(s) specified in the Contract, or any extension thereof granted by the Purchaser, pursuant to GCC Clause 16 without the need of waiting |

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| | | maximum deduction of percentage specified in GCC Clause 17.1 after serving 10 (ten) days notice in writing; or |
| | (b) | If the Supplier, in either of the above circumstances, does not cure its failure within a period of 10 (ten) 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); and |
| | (c) | If the supplier fails to perform any other obligation(s) under the Contract. |
| 18.2 | Subject to Clause 18.1 above, when the Contract is terminated for default, the Purchaser shall forfeit the Performance Security and deduct from the contract price, as liquidated damages, a sum equivalent to the percentage specified in the SCC of the delayed delivered price of the goods accepted by the Purchaser. | |
| 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 is 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 effective. | |
| 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 as per the 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. |
| 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, | |

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| | 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 not appealed within 10 (Ten) working days. If the disputes are settled by Arbitration, the cost of Arbitration shall be borne by both parties equally. |
| 21.4 | The arbitrations proceedings shall be conducted in accordance with the rules of procedures specified in SCC. |
| 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 | The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages or termination for default if and to the extent that it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure. Such delay may be excused as provided in GCC Clause 16, and the period of such delay may be added to the time of performance of the obligation delayed. |
| 23.2 | For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Supplier that is not foreseeable, unavoidable, and its origin is not due to negligence or lack of care or other malfeasance on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, strikes, riot, and freight embargoes. |
| 23.2 | If a Force Majeure situation arises, the Supplier shall notify the Purchaser in writing of such condition and the cause thereof within 10 (ten) 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. |

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| 25. Contract Language | |
| 25.1 | The Contract, as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Purchaser, shall be written in the language specified in the SCC. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the SCC, in which case, for purposes of interpretation of the Contract, the translation shall govern. |
| 25.2 | The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation, for documents provided by the Supplier. |
| 26. Taxes and Duties | |
| 26.1 | The Supplier shall bear and pay all applicable taxes, stamp duties, license fees and other similar levies imposed both outside and inside Bhutan, as specified in SCC. |
| 27. Waiver | |
| 27.1 | 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. |
| 28. Limitation of Liability | |
| 28.1 | Except in cases of gross negligence or willful misconduct: |
| (a) | Neither party shall be liable to the other party, whether in contract, tort or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser; and |
| (b) | The aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the Supplier to indemnify the Purchaser with respect to patent infringement. |
| 29. Export Restriction | |
| 29.1 | Notwithstanding any obligation under the Contract to complete all export formalities, any export restrictions attributable to the Purchaser, to Bhutan, or to the use of the products/Goods, systems or services to be supplied, which arise from trade regulations from a country supplying those products/Goods, systems or services, and which substantially impede the Supplier from meeting its obligations under the Contract, shall release the Supplier from the obligation to provide deliveries or services, always provided, however, that the Supplier can demonstrate to the satisfaction of the Purchaser that it has completed all formalities in a timely manner, including applying for permits, authorizations and licenses necessary for the export of |

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| | the products/Goods, systems or services under the terms of the Contract. Termination of the Contract on this basis shall be for the Purchaser's convenience pursuant to Clause 20. |
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 IT Manager
Information & Technology Division
Bhutan Power Corporation Ltd.
Thimphu: Bhutan

Section VII. Special Conditions of Contract

Table of Contents

| | |
|---|---|
| 1. Definitions | 2 |
| 2. Inspection and Test | 2 |
| 3. Packing and Documents | 2 |
| 4. Delivery and Documents | 3 |
| 5. Performance Security | 3 |
| 6. Insurance | 3 |
| 7. Warranty | 3 |
| 8. Payment | 4 |
| 9. Contract Prices | 4 |
| 10. Contract Execution Schedule and Extension in the Supplier's Performance | 4 |
| 11. Liquidated Damages | 4 |
| 12. Resolution of Disputes | 5 |
| 13. Taxes and Duties | 5 |

IT Manager
Information & Technology Division
Bhutan Power Corporation Ltd.
Thimphu: Bhutan

Section VII. Special Conditions of Contract (SCC)

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

1. Definitions

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| GCC 1.1 (f) | <p>The Purchaser is: <i>Information Technology Division, Bhutan Power Corporation Limited, Yarden Lam, Post Box No. 580, Thimphu, Bhutan.</i></p> <p>The consignee is: <i>The Manager, Information Technology Division, Bhutan Power Corporation Limited, Thimphu, Bhutan.</i></p> |
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2. Inspection and Test

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| GCC 7.1 | <p>The inspections and tests shall be: <i>Applicable</i></p> <p><i>Note: For Lot 1: The application and its deliverables shall be tested as per the UAT format provided in the Scope of work.</i></p> |
| GCC 7.2 | <p>Inspections and tests shall be conducted at: <i>Information Technology Division, Thimphu, Bhutan.</i></p> |
| GCC 7.3 | <p>All materials shall be inspected and tested as specified in the relevant IEC or BS or IS standards. The supplier must notify the purchaser in writing (and by fax to be confirmed with a mailed copy) within twenty (20) days in advance once the goods are ready for dispatch. This should be notified to purchaser at the following address:</p> <p>Attention: <i>The Manager</i></p> <p>Address: <i>Information Technology Division</i> <i>Bhutan Power Corporation Limited</i> <i>Thimphu: Bhutan</i></p> <p>Telephone: <i>00975-2-336046/325095, Extn: 490</i></p> <p>E-mail address: <i>sonam_dhendup@bpc.bt</i> Copy to : <i>tsheringchoden16@bpc.bt</i></p> <p>The period indicated is for deputing an inspector and has no connection with the stipulated delivery schedule. If the delay in the delivery of all or part of materials has been caused due to delay beyond the maximum allowable period in nominating inspectors by the purchaser after the inspection call has been received in writing by the purchaser, the delivery period shall be extended by the period equivalent to such delay in sending inspectors by the purchaser for the whole or part of the materials.</p> |
| GCC 7.5 | <p>To ensure that the goods are delivered in good condition, suppliers/supplier's representatives need to be present for the joint inspection of the goods at the BPC warehouse and sign the joint inspection report.</p> |
| 3. Packing and Documents | |
| GCC 8.2 | <p>The supplier shall pack all the Goods as is required to prevent damage or</p> |

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| | deterioration in transit to the final destination. 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. |
| 4. Delivery and Documents | |
| GCC 9.1 | <p>The good need to be delivered at the designated place as specified in Section V, Schedule of Supply.</p> <p>a. Details of Shipping and other Documents to be furnished by the vendor after the delivery of goods are:</p> <p style="padding-left: 40px;">(i) Documentation and Manual (ii) Test Coverage Report (iii) Source code</p> <p style="text-align: center;"><i>NOTE: BPC will be the sole owner of the source code once handed over to BPC after testing</i></p> |
| GCC 9.2 | The meaning of the trade terms shall be as prescribed by Incoterms 2010, read in conjunction with any specific explanation of the tender. |
| GCC 9.3 | The version of Incoterms shall be: 2010, read in conjunction with any specific explanation of the tender. |
| 5. Performance Security | |
| GCC 11.1 | The amount of Performance Security shall be: <i>10% of the contract value.</i> |
| GCC 11.5 | Discharge of Performance Security shall take place: <i>As indicated in GCC Sub-Clause 11.5</i> |
| 6. Insurance | |
| GCC 12.1 | The insurance coverage shall be as specified in the Incoterms 2010. |
| 7. Warranty | |
| GCC 13.2 | <p>The period of validity of the Warranty shall be: <i>Twelve (12) months from the date of acceptance of goods at the place of destination, Information Technology Division, BPC, Thimphu, Bhutan.</i></p> <p><i>As a proof of performance warranty, the supplier have to deposit 10% of the supplied value in the form of Bank Guarantee acceptable to the Purchaser which shall be valid for a period not less than twelve (12) months after delivery of last consignment.</i></p> <p style="text-align: center;"><i>Or</i></p> <p><i>As a proof of performance warranty, the purchaser will not release the 10% retention money to cover the defects liability period which shall be minimum of twelve months after the delivery of the last consignment. However, the payment for the retention amount shall be made provided the Supplier presents request for payment accompanied by a Retention Security in the form of Bank Guarantee issued by a reputable financial institution acceptable to the purchaser for an amount equal to the amount of retention payment and the validity of the Bank Guarantee shall be not less than twelve (12) months after the delivery of last consignment.</i></p> <p><i>If the Financial institution issuing the performance warranty bank guarantee/retention security bank guarantee furnished by the Bidder is located outside the Purchaser's country, the bank guarantee shall be counter guaranteed by</i></p> |

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| | <i>a correspondent financial institution located in the Purchaser's country to make it enforceable.</i> |
| 8. Payment | |
| GCC 14.1 | <p>Payments shall be made in equivalent Ngultrum to the currency quoted amount but the payment shall be made through proper banking channels and the responsibilities of payment transfer and transfer charges lie on the Suppliers.</p> <p>Undertaking letter from routing of payment through the Banks (if the payment is not through Letter of Credit) shall not be issued.</p> <p>a. Advance Payment: Maximum of ten percent (10%) of the Contract Price as advance payment shall be paid after the signing of the Contract. Payment shall be made provided the Supplier presents a request for payment accompanied by an Advance Payment Security in the form of Bank Guarantee issued by a reputable financial institution acceptable to the purchaser for an amount equal to the amount of the advance payment, and shall be valid until the goods are delivered.</p> <p>b. On Acceptance: Eighty percent (80%) of the Contract Price of the goods received shall be paid within Thirty (30) days of receipt of the goods upon the submission of a claim supported by the Acceptance Certificate issued by the Purchaser.</p> <p>c. Retention Payment: Ten percent (10%) of the Contract Price will be payable after the expiry of defects liability period (for a period not exceeding twelve months after the delivery of all materials). However, payment shall be made provided the Supplier presents a request for payment accompanied by a Retention Security in the form of Bank Guarantee issued by a reputable financial institution acceptable to the purchaser for an amount equal to the amount of retention payment and shall be valid for a period not less than twelve (12) months after delivery of all materials.</p> <p>If the Financial institution issuing the advance payment bank guarantee/retention security bank guarantee furnished by the Bidder is located outside the Purchaser's country, the bank guarantee shall be counter guaranteed by a correspondent financial institution located in the Purchaser's country to make it enforceable.</p> |
| 9. Contract Prices | |
| GCC 15.2 | The prices charged for the Goods supplied and the related Services performed <i>shall not be adjustable.</i> |
| 10. Contract Execution Schedule and Extension in the Supplier's Performance | |
| GCC 16.1 | - |
| 11. Liquidated Damages | |
| GCC 17.1 | The liquidated damages shall be: <i>1 % per week.</i> |
| GCC 17.1 | The maximum amount of liquidated damages shall be: <i>10 % of the contract value.</i> |

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| 12. Resolution of Disputes | |
| GCC 21.2 | The rules of procedure for arbitration proceedings pursuant to GCC Sub-Clause 21.2 shall be as per the Alternative Dispute Resolution Act of Bhutan 2013. |
| 13. Taxes and Duties | |
| GCC 26.1 | <p>Pursuant to GCC 26.1</p> <p>a. Price quoted shall be inclusive of all taxes (both inside and outside the purchaser's country) and Purchaser shall not be responsible and liable for the reimbursement/payment of taxes and duties. Further, for the clarity of applicable taxes, the Bidders may check with Department of Revenue and Custom, Ministry of Finance, Thimphu Bhutan / for exact Tax Rates in Bhutan for goods offered from India/Third Countries that are payable in Bhutan;</p> <p>b. The manufacturer(s) in Bhutan are to pay the taxes in accordance with the rules of the Government without any liability to the Purchaser. Purchaser shall not be responsible for reimbursement/processing exemptions/payments of taxes, duties, levies, royalties etc. for raw materials; and</p> <p>c. Tax Deducted at Source (TDS) shall be deducted as per the regulations of Ministry of Finance, RGoB, Bhutan.</p> |

 IT Manager
Information & Technology Division
Bhutan Power Corporation Ltd.
Thimphu: Bhutan

Section VIII. Contract Forms

Table of Contents

| | |
|---|---|
| Contract Agreement..... | 2 |
| Performance Security..... | 4 |
| Bank Guarantee for Advance Payment..... | 5 |

 IT Manager
Information & Technology Division
Bhutan Power Corporation Ltd.
Thimphu: Bhutan

Contract Agreement

THIS CONTRACT AGREEMENT made on the _____ [insert number] day of _____ [insert month], [insert year],

BETWEEN

_____ [insert complete name of Purchaser] of Bhutan Power Corporation and having its principal place of business at _____ [insert address of Purchaser] (hereinafter "the Purchaser") of the one part and

_____ [insert name of Supplier], a corporation incorporated under the laws of _____ [insert: country of Supplier] and having its principal place of business at _____ [insert address of Supplier] (hereinafter "the Supplier") of the other part.

WHEREAS the Purchaser is desirous that certain goods be provided by the Supplier, viz.,

_____ [insert 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 _____ [insert Contract Price in Words and Figures] (hereinafter "the Contract Price").

NOW THIS CONTRACT AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expression shall have the same meaning as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall constitute the Contract between the Purchaser and the Supplier, and each shall be read and construed as an integral part of the Contract:
 - a) This Contract Agreement;
 - b) Minutes of Contract Negotiation Meeting;
 - c) Special Conditions of Contract;
 - d) General Conditions of Contract;
 - e) Technical Requirements;
 - f) The Supplier's Bid and original Price Schedule;
 - g) The Purchaser's Notification of Award;
 - h) Integrity Pact;
 - i) VPMS Acceptance Form
3. This Contract shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.

4. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Goods and to remedy defects therein in conformity in all respects with the provisions of the Contract.
5. The Purchaser hereby covenants to pay the Supplier, in consideration of the provision of the Goods and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract, at the times and in the manner prescribed by the Contract.

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

For and on behalf of the Purchaser:

Signed: _____ *[insert signature]*

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

In the presence of _____ *[insert signature]*

_____ *[insert identification of official witness]*

For and on behalf of the Supplier

Signed: _____ *[insert signature of authorized representative(s) of the Supplier]*

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

In the presence of _____ *[insert signature]*

_____ *[insert identification of official witness]*

 IT Manager
Information & Technology Division
Bhutan Power Corporation Ltd.
Thimphu: Bhutan

Performance Security

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

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

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

Beneficiary: _____ *[insert complete name of Purchaser]*

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

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

_____ *[description of Goods and related Services]* (hereinafter called "the Contract").

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

At the request of the Supplier, we hereby irrevocably undertake to pay you any sum(s) not exceeding _____ *[insert amount(s)]¹ in figures and words* upon receipt by us of your first demand in writing declaring the Supplier to be in default under the Contract, without cavil or argument, or you needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This Guarantee shall expire no later than the _____ *[insert number]* day of _____ *[insert month] [insert year]*,² and any demand for payment under it must be received by us at this office on or before that date. We agree to a one-time extension of this Guarantee for a period not to exceed *[six months] [one year]*, in response to the Purchaser's written request for such extension, such request to be presented to us before the expiry of the Guarantee.

[Signatures of authorized representatives of the bank]

¹ The Bank shall insert the amount(s) specified in the SCC and denominated, as specified in the SCC, either in the currency(ies) of the Contract or a freely convertible currency acceptable to the Purchaser.

² Date established in accordance with General Conditions of Contract ("GCC"). The Purchaser should note that in the event of an extension of the time to perform the Contract, the Purchaser would need to request an extension of this Guarantee from the Bank. Such request must be in writing and must be made prior to the expiration date established in the Guarantee.

Bank Guarantee for Advance Payment

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

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

[bank's letterhead]

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

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

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

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

At the request of the Supplier, we hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of _____ *[insert amount(s)³ in figures and words]* upon receipt by us of your first demand in writing declaring that the Supplier is in breach of its obligation under the Contract because the Supplier used the advance payment for purposes other than toward delivery of the Goods.

It is a condition for any claim and payment under this Guarantee to be made that the advance payment referred to above must have been received by the Supplier in its account _____ *[insert number and domicile of the account]*

This Guarantee shall remain valid and in full effect from the date of the advance payment received by the Supplier under the Contract until _____ *[insert date⁴]*. We agree to a one-time extension of this Guarantee for a period not to exceed _____ *[six months][one year]*, in response to the Purchaser's written request for such extension, such request to be presented to us before the expiry of the Guarantee.

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

³ The bank shall insert the amount(s) specified in the SCC and denominated, as specified in the SCC, either in the currency(ies) of the Contract or a freely convertible currency acceptable to the Purchaser.

⁴ Insert the Delivery date stipulated in the Contract Delivery Schedule. The Purchaser should note that in the event of an extension of the time to perform the Contract, the Purchaser would need to request an extension of this Guarantee from the bank. Such request must be in writing and must be made prior to the expiration date established in the Guarantee

SCOPE OF WORK

LOT 1: Development & Delivery of Smart Billing System

Background

Bhutan Power Corporation currently reads household meters and delivers hard copy bills to customer at their doorstep. The existing mode of service is made possible by leveraging the mobile App with ISU Module. Now with ever increasing of mobile phone usage, BPC would like to deploy a service whereby registered customers can avail their electricity bill via SMS/Email and online platform. This requirement cannot be realized without the development of a new full-fledged System aggregator integrated with the existing system such as SMS and ISU Module.

Main Modules and Process Description

1. User Registration Form

BPC customer shall give their Contract Account (CA) number which is displayed in their bill. The CA number shall be validated by consuming ready-made API in BPC's Industry Specific Utility (ISU) Module. If the validation is true, then the ISU module will return customer details such as Business Partner (BP) Number, BP Name, Address, Billing Schedule date, Portion (specifying location and specific geographical route) which shall be verified before submitting their personal details such as mobile number, CID, name etc. If they have provided the right CA number, then they can go on typing their personal details and submit the form. Then an OTP shall be sent to the customer for validating his/her mobile number. If all validation comes through, then they will be registered in the Smart Billing System (SBS).

Following fields will be used for the registration:

- CA Number (Mandatory) –
- Mobile Number (Mandatory) – Validate using OTP number
- Citizenship ID (Optional) -
- Email (Optional) -
- Name (Mandatory)

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Thimphu: Bhutan

2. User and Roles Management Module

This module will only be used by the company's system administrator to manage internal staff users such as contact center agent and functional users. This module will take care of user administration functions such as:

- a) Creation/Edit/Deletion of Users based on following field
 - Username
 - Password
 - Email
 - Mobile
 - Roles and privilege
- b) Assign roles and privilege for users w.r.t Reports and Modules or specific function

3. Customer Management Module

This module will manage registered customers by BPC's staff (functional/administrator) and should bear following features:

- a) View Registered Customer Reports

This page will generate report of registered customers and also unsuccessful registration which will also be recorded via User Registration Form. Following widgets must be embedded for seamless interaction:

 - Downloadable to PDF/Excel/CSV
 - Search Field to search each and every column's text
 - Filter using registration Date range
 - Filter for successful and unsuccessful transaction
- b) Edit/Deletion of records Page

This page will be accessed by staff users having right authorization to either edit or delete.
- c) Create new record


Apart from user registration, there should also be a page where BPC's staff can create new records. The roles authorization will determine that only specific staff users have access to this page. This page will mainly allow designated staff such as contact center agents or functional users to register on behalf of customer.

4. Billing Module

SMS shall be sent to registered customer automatically when the present day matches the schedule day. SMS will contain the net payable outstanding amount of the customer which is read from the ISU module and also the URL to view the bill as the message content. This URL will be generated by the SBS.


Once the URL is clicked by the customer, the API, that generates the bill, in the SBS will be executed. This API will then consume the API in ISU Module. ISU Module will send a PDF file in Base64 String. Finally SBS will decode this Base64 String and display it to the customer

Inclusive security mechanism of authentication must be enforced to protect the privacy of BPC's customers. The bill will be password protected whereby the customer will be prompted to type in their mobile number and this data shall be validated against the customer's registered mobile number. The bill in PDF will be downloadable only after the mobile number is validated successfully. An email enclosed with PDF bill will also be sent to the customer if he/she has given their email address during registration.


འབྲུག་གླིང་ཁེ་ལས་འཛོམས།
Bhutan Power Corporation Ltd.
 (Registered Office, Thimphu)
 Electricity Services Division
 Bill for Electrical Energy Consumption
 Thimphu, Bhutan

| | | |
|-----------------------|-----------------------------|-------------------------------|
| Consumer No. | Meter No. : 10849586-326009 | Bill No. : 4003885655 |
| Consumer Name | Status : OK | Bill Date : 09.05.2020 |
| Business Partner No. | Type : 1P EL DIR 60A KWH6 | Due Date : 08.06.2020 |
| Mr. Yeshi Wangdi | Reader : | Reading Date : 09.05.2020 |
| Flat No.: | Rating : | Prev. Reading Dt : 09.04.2020 |
| Changangkha, Thimphu, | D.M.F : | Cycle : 5 |
| | C.T.R : | Sub-category : LVU_DOM |
| | P.T.R : | |

| | |
|------------------|-----------|
| Current Reading | 30,173.00 |
| Last Reading | 29,858.00 |
| Consumption(kwh) | 315.00 |



| Tariff Block | kwh | Rate | Nu |
|--------------|--------|------|--------|
| (0-100) | 100.00 | 1.28 | 128.00 |
| (100-500) | 215.00 | 2.68 | 576.20 |
| | 0.00 | 0.00 | 0.00 |
| | | | 704.20 |

| | |
|---|---------------|
| Net Charge | 704.20 |
| Outstanding | 0.00 |
| Penalty | 0.00 |
| Gross Amount (Revenue) | 704.20 |
| Other Outstanding (Non Rev/Misc.) | 0.00 |
| Excess Payment | 0.19 |
| (0.99 to be adjusted in next bill) Net Amount : | 705.00 |
| Nu. : Seven Hundred Five | |

| RGoB Subsidy Information | |
|------------------------------|--------------------------|
| Energy Amount for the Month: | 704.20 |
| Unsubsidized Amount: | 315.00 * 5.05 = 1,590.75 |
| Subsidy Amount: | 889.70 |

*Note: For any enquires or clarification, Please visit us or call 336016/1250.

| Electricity Tariff | | Tariff |
|--|---------------------------|--|
| For low voltage Domestic Consumers | | An energy Charge of: |
| Block I (Rural)* | Up to 100 kWh/month | Nu.0.00 /kWh |
| Block I (Others) | Up to 100 kWh/month | Nu.1.28 /kWh |
| Block II | From 100 to 500 kWh/month | Nu.2.68 /kWh |
| Block III | 500 + kWh/month | Nu.3.57 /kWh |
| For Low Voltage (Others)** | | Nu.3.57 /kWh |
| For Low Voltage-Bulk Consumers | | Nu.4.06 /kWh |
| For Medium Voltage Consumers (6.6/11/33kV) | | An energy charge of Nu.2.24 /kWh |
| | | A demand charge of Nu.325,000 /kVA/month |
| For High Voltage Consumers (66 kV and above) | | An energy charge of Nu.1.50 /kWh |
| | | A demand charge of Nu.592,000 /kVA/month |

You can pay BPC bill online:

Bill Template #1

5. Notification module

The SBS will be integrated with BPC's SMS gateway to broadcast SMS notification viz billing information.

a) SMS transaction Report

This report will maintain *successful* and *unsuccessful* SMS transaction records.

Following widgets must be available in the page for seamless interaction:

- Downloadable to PDF/Excel/CSV
- Search Field to search each and every column's text
- Filter Date range

- Filter successful and unsuccessful transaction
- b) Action button for retrying unsuccessful transaction
There are only two possible scenarios when SMS broadcast may fail, i.e:
 - SMS Server Gateway is down
 - Bill has not be generated in ISU module for that particular customer.

In any case, failed transactions that are recorded as unsuccessful must be selectable to again retry for SMS broadcast by the designated staff. Only certain users will have authorization to carry out this action.

System Architecture

The vendor must strictly follow the system architecture as described below during their planning and development phase.

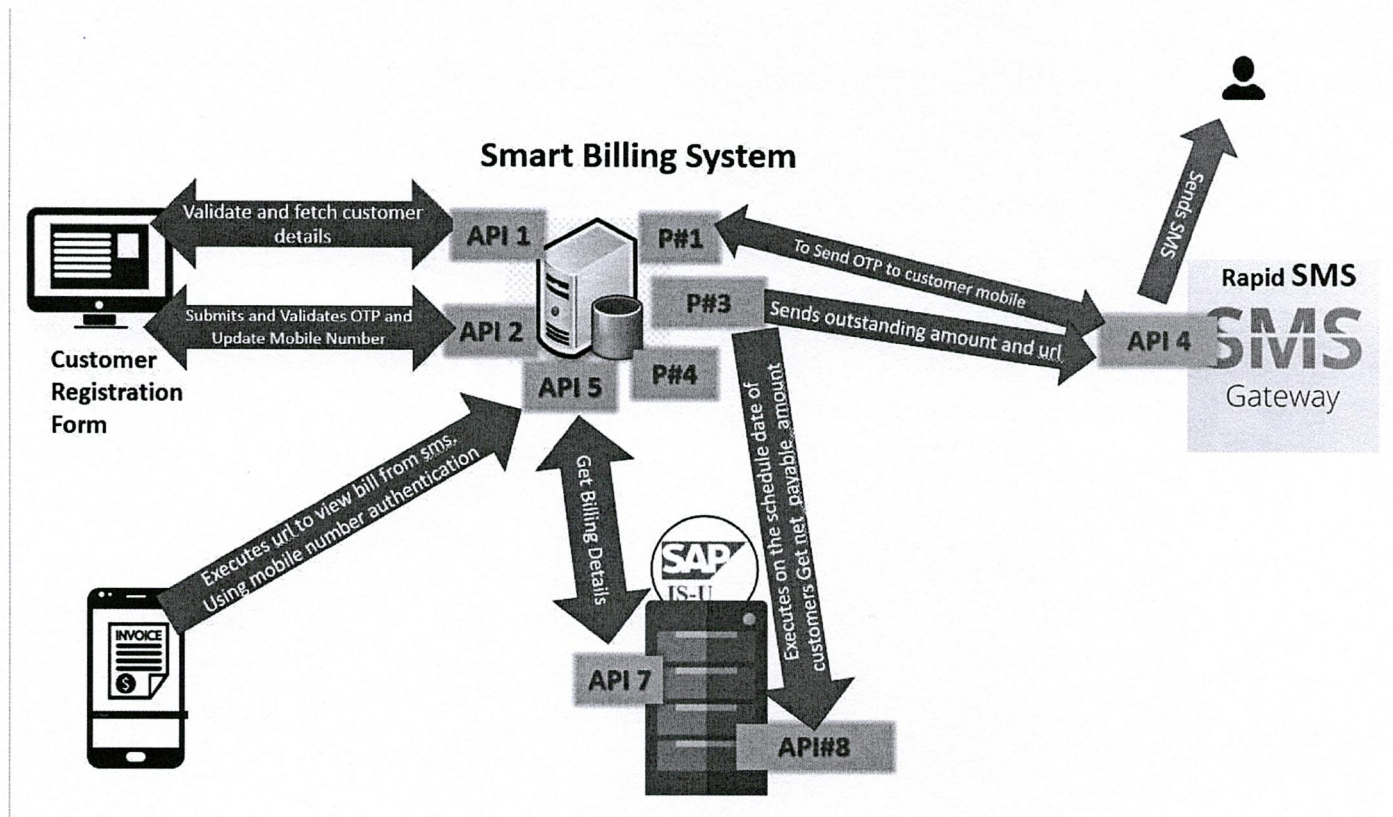
Apart from modules mentioned above, the software developer firm shall also build approximately around 3 APIs and 1 Programs in the SBS as depicted in the System architecture below. The client will handover external APIs which resides in SMS gateway and ISU Modules to the Software Developer firm for integration with theirs.

API # 4 will be REST API and its data exchange format is JSON whereas API#7 and API#8 will be SOAP API in ISU Module of XML. All the APIs developed in SBS will be RESTful in JSON.

The Software vendor must build and deploy about 3 APIs and 4 Programs viz:

- API # 1: Validate and fetch customer details from ISU Module
- API # 2: Validate OTP number and register customer with CID, Name, Mobile Number, portion etc.
- API#5: Gets billing data from ISU Module and generates PDF.
- P#1: Generates OTP and sends to the customer. Standard algorithms like HOTP or TOTP must be used for generating OTP.
- P#3: Gets outstanding amount of the customer and prepares URL for bill preview. Then sends the amount and URL as a SMS content to the customer.

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System Architecture

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Technical definition of APIs and Programs

| API/ Program | Description | Input (JSON) | Output (JSON) |
|-------------------|---|---|---|
| API#1 | Validates CA Number and returns Customer details | ca_number(String) | Status(Boolean/String), bp_number(String), name(String), address(String), Portion(String), Schedule_date(dd.mm.yyyy) Rate_category (eg: lvr_dom, lvr/dom) |
| API#2 | Validates OTP Number by checking if the saved OTP and customer submitted OTP are same. Then updates the mobile number if it is true | otp_number(Integer) ca_number(String) | Status(Boolean/String): "success"/"error", Desc(String): "Any remarks" |
| Program #3 | Execute API#8 in ISU Module, SAP Server for customers whose schedule_date falls on the present day . It receives total_outstanding_amount and prepares url and sends SMS to customer by calling API#4 in SMS gateway | | Maintains record of both <i>fail</i> and <i>success</i> transaction as described in process description above. |
| API#5 | Receives URL bearing CA number. Eg: sbs.bpc.bt/billview/1234567/ The authentication is done against the mobile number of the customer where customer shall be prompted to type and verify their mobile number. This API will then remotely call API#7 in SAP to get the pdf in base64 String and then outputs to the customer. | <u>phone_number(Number)</u> , <u>Ca_number</u> | Outputs bill in pdf format as described in the Process Description |

System Administration Tasks

- The Service provider must install, configure, test, secure, and deploy required database, web server, and applications.
- Hardware sizing requirement must be done based on the software requirement.

Smart Billing System Platform and technology

- Open-source.
- Web based application
- Web Server: Apache
- Database: MySQL
- Data Exchange Format by APIs must be in JSON

Resources to be provided by the Client

- One Production Environment to be provided by ITD to host the live Server
- One Functional user's assistant for any business requirement.

Technical and Skills requirement

1. At least 1 dedicated experienced local developer.
2. At least 1 local Linux System Administrator.
3. The company must have prior experience in Software development and delivery.
4. Submit Database schema of the proposed design
5. Vendor shall submit detailed timeline of software lifecycle management from initiation to deployment.
6. Hardware sizing report for the production environment.
7. Detailed process description(if any)

Post implementation Support and Services

After the launch of Software, the Service provider must comply to the following support and services. The support and Services must extend to 1 year after delivery.

1. Periodic Database backup and maintenance

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Thimphu, Bhutan

2. Ensure that necessary security from both the Application and Server are put in place and monitored.
3. Operating System upgrade and System patch up.
4. Debugging and resolve performance issue if any.
5. Minor Customizations to the reports, APIs and other modules as deemed important by the client.
6. Ensure that the system is updated as per the latest release.
7. Ensure that the application is available 24/7.
8. Troubleshoot system errors and any other issues affecting the service delivery.

User Acceptance Testing (UAT)

Before the deployment, following deliverables shall be tested by Information Technology team. The vendor shall also submit test coverage report with regard to these deliverables.

| Type | Items | Remarks |
|-------------------|---|----------------------------------|
| Modules | User Registration Form | Requirement as per scope of work |
| | User and Role management Module | Requirement as per scope of work |
| | Customer Management Module | Requirement as per scope of work |
| | Billing Module | Requirement as per scope of work |
| | Notification Module | Requirement as per scope of work |
| APIs and Programs | API # 1(Validate CA Number and returns customer details) | |
| | API#2 (OTP generation, validation) | |
| | Program # 3 (SMS bill amount and URL notification broadcast based on schedule date) | |
| | API # 5 (URL to execute bill pdf after mobile phone validation) | |

Terminology

| | |
|--|--|
| SMS | Short Messaging Services |
| CA | Abbreviation for Contract Account - unique 12-digit number assigned to a household electricity meter. |
| SBS | Smart Billing System (To-Be System) |
| API | Application Programming Interface |
| JSON | JavaScript Object Notation is an open standard file format, and data interchange format, that uses human-readable text to store and transmit data objects consisting of attribute–value pairs and array data types |
| REST / RESTful | A REST API is an application program interface (API) that uses HTTP requests to GET, PUT, POST and DELETE data. |
| ISU | Industry Specific Utility (ISU) module is a sales and information system that supports all business processes and utility services of a utility company. |
| SAP | SAP ERP is enterprise resource planning software developed by the German company SAP SE. SAP ERP incorporates the key business functions of an organization. |
| OTP | A one-time password, also known as one-time pin or dynamic password, is a password that is valid for only one login session or transaction, on a computer system or other digital device |
| SOAP (abbreviation for Simple Object Access Protocol) | SOAP is a messaging protocol specification for exchanging structured information in the implementation of web services in computer networks. Its purpose is to provide extensibility, neutrality, verbosity and independence |

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Bhutan Power Corporation Ltd.
Thimphu, Bhutan

SCOPE OF WORK

LOT 2: Annual Maintenance & Services of Jabkha (Django/ Python/ MySQL/ Ubuntu) Server

Background

In January, 2019, BPC launched the back-end Payment API Server which was named "Jabkha" with the help of a local vendor. This system integrates the BPC's Billing System and RMA's BFS Secure Payment Gateway server to facilitate payment transaction for BPC's customers. Currently, three platforms viz. Android, IOS and Web application uses this Payment API.

The system has been developed using following technologies:

Python 3.6.7

Apache 2.4.29

MySQL 5.7.24

Django 2.1.3

Ubuntu 18.04.1 LTS

Thus, local skilled in the above technologies are highly preferred.

Current System capabilities

1. The system has login module and user management module.
2. The system has a authorization module where super users can customize the roles and authorizations of their staff users
3. The system records all transactions, both successful and unsuccessful which can be viewed from the admin dashboard.
4. Downloadable to pdf/csv/excel widget in the reporting page

Maintenance and Services

- Support for 1 year.
- Periodic Database backup and maintenance
- Ensure that necessary security from both the Application and Server are put in place and monitored.
- Operating System upgrade and System patch up.
- Debugging and resolve performance issue if any.
- Minor Customizations of the reports, APIs and other modules as per the requirement from the client and RMA Payment Gateway System.
- Ensure that the system is updated as per the latest release.
- Ensure that the application and its services are available 24/7.
- Troubleshoot system errors and any other issues affecting the service delivery.

Section IV. Bidding Forms

Table of Contents

| | |
|--|------|
| Bidder Information Form..... | 2 |
| Joint Venture (JV) Partner Information Form..... | 3 |
| Bid Form..... | 4-5 |
| Deviation Schedule..... | 6 |
| Bid Security (Bank Guarantee)..... | 7 |
| Manufacturer's Authorisation | 8 |
| Integrity Pact..... | 9-11 |
| VPMS Acceptance Form..... | 12 |

IT Manager
Information & Technology Division
Bhutan Power Corporation Ltd.
Thimphu: Bhutan



Bidder Information Form

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

Date: *[insert date of Bid submission:]*

Bid No.: *[.....]*

Page _____ of _____ pages

| |
|---|
| 1. Bidder's Legal Name: |
| 2. In the case of a Joint Venture, Consortium or Association (JV/C/A) legal name of each party: |
| 3. Bidder's actual or intended Country of Registration: |
| 4. Bidder's Year of Registration: |
| 5. Bidder's Legal Address in Country of Registration: |
| 6. Bidder's Authorized Representative Information Name: Address: Telephone/Fax numbers: E-mail Address: |
| 7. Attached are copies of the following original documents: <i>[check the box(es) of the attached original documents]</i> <input type="checkbox"/> Registration of firm named in 1 above, in accordance with ITB 3.1. <input type="checkbox"/> In the case of a JV, letter of intent to form the JV, or the JV agreement, in accordance with ITB 6.1 (e). <input type="checkbox"/> Power of attorney authorizing the signatory of the Bid to sign on behalf of the Bidder. |

Joint Venture (JV) Partner Information Form

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

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

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

Page _____ of _____ pages

| |
|---|
| 1. Bidder's Legal Name: <i>[insert Bidder's legal name]</i> |
| 2. JV Party's legal name: <i>[insert JV Party's legal name]</i> |
| 3. JV Party's Country of Registration: <i>[insert JV Party's country of registration]</i> |
| 4. JV Party's Year of Registration: <i>[insert JV Party's year of registration]</i> |
| 5. JV Party's Legal Address in Country of Registration: <i>[insert JV Party's legal address in country of registration]</i> |
| 6. JV Party's Authorized Representative Information Name: <i>[insert name of JV Party's authorized representative]</i> Address: <i>[insert address of JV Party's authorized representative]</i> Telephone/Fax numbers: <i>[insert telephone/fax numbers of JV Party's authorized representative]</i> E-mail Address: <i>[insert e-mail address of JV Party's authorized representative]</i> |
| 7. Attached are copies of the following original documents: <i>[check the box(es) of the attached original documents]</i> <input type="checkbox"/> Articles of Incorporation or Registration of firm named in 2 above, in accordance with ITB 3.1. <input type="checkbox"/> Copy of Agreement between JV Partners. |

Bid Form

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

Date:..... *[insert date of Bid submission]*
Invitation for Bid No.:..... *[insert number of IFB]*

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

.....

.....

We, the undersigned, declare that:

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

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

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

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

Discounts. If our Bid is accepted, the following discounts shall apply:.....
[Specify in detail each discount offered and the specific item of the Schedule of Supply to which it applies.]

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

(e) Our Bid shall be valid for a period of **90 days (18th December, 2019)** from the date fixed for the Bid submission deadline in accordance with ITB (insert Sub-Clause 21.1), and it shall remain binding upon us and may be accepted at any time before expiry of that period;

- (f) If our Bid is accepted, we commit to provide a Performance Security in accordance with ITB (insert Clause 48 and GCC Clause 11) for the due performance of the Contract;
- (g) We are not participating, as Bidders, in more than one Bid in this bidding process, other than any alternative offers submitted in accordance with ITB (insert Clause 15);
- (h) We, including any subcontractors or suppliers for any part of the Contract, have nationality from eligible countries, viz:..... *[insert the nationality of the Bidder, including that of all parties that comprise the Bidder if the Bidder is a JV/C/A, and the nationality each subcontractor and supplier]*
- (i) We have no conflict of interest pursuant to ITB (Insert Sub-Clause 3.2);
- (j) Our firm, its affiliates or subsidiaries - including any subcontractors or suppliers for any part of the contract - has not been declared ineligible by the Purchaser under the laws or official regulations of Bhutan, in accordance with ITB (insert Sub-Clause 4.1);
- (k) The following commissions, gratuities or fees have been paid or are to be paid with respect to the bidding process or execution of the Contract:.....
[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity]

| Name of Recipient | Address | Reason | Amount |
|-------------------|---------|--------|--------|
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |

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

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

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

In the capacity of *[insert legal capacity of person signing the Bid Form]*

Name:*[insert complete name of person signing the Bid Form]*

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

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

DEVIATION SCHEDULE

The bidder shall specify below, in detail, all deviations from and exceptions to the Bid Document. Any entry shall be referenced to the Bid Document Clause No. To which they refer.

The Bidder shall be deemed to be compliant with the content and intent of the Bid Document except in respect of deviations and exception listed in this Schedule.

No deviation from and exception to the Bid Document shall be made subsequently to the Contract without the written approval of the Employer.

| Clause No. | Details of Deviation/ Exception | Reasons for Deviation/ Exception |
|------------|------------------------------------|----------------------------------|
| | | |

Declaration: This page and attached.....Pages of deviation from the Bid Document is a complete record of such deviation.

In case of NO DEVIATION is mentioned here and deviation of clauses/specification is mentioned elsewhere, then it will be taken as a deviation.

Signature of Bidder _____

Place & Date _____

Bid Security (Bank Guarantee)

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

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

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

Date: _____

BID GUARANTEE No.: _____

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

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

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

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

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

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

[signature of authorized representative of the bank]

Manufacturer's Authorization

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

Date: _____ *[insert date of Bid Submission]*

Invitation for Bid No.: _____ *[insert IFB number]*
Alternative No.: _____ *[insert identification No if this is a Bid for an alternative]*

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

WHEREAS

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

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

Signed: _____ *[insert signature(s) of authorized representative(s) of the Manufacturer]*

Name: _____ *[insert complete name(s) of the authorized representative(s) of the Manufacturer]*

Title: _____ *[insert title(s) of the authorized representative(s) of the Manufacturer]*

Duly authorized to sign this Authorization for and on behalf of
[insert complete name of the Bidder]

Dated on the _____ *[insert number]* day of _____ *[insert month]*, _____ *[insert year]*.

INTEGRITY PACT

1 General:

Whereas *Drukchu Dorji, General Manager, Procurement Services Department* representing the *Bhutan Power Corporation Limited*, Royal Government of Bhutan, hereinafter referred to as the “**Employer**” on one part, and representing hereinafter referred to as the “**Bidder**” on the other part hereby execute this agreement as follows:

This agreement shall be a part of the standard bidding document, which shall be signed by both the parties at the time of purchase of bidding documents and submitted along with the tender document. This IP is applicable only to “**large**” scale works, goods and services, the threshold of which will be announced by the government from time to time. The signing of the IP shall not apply to framework contracting such as annual office supplies etc.

2 Objectives:

Whereas, the Employer and the Bidder agree to enter into this agreement, hereinafter referred to as IP, to avoid all forms of corruption or deceptive practice by following a system that is fair, transparent and free from any influence/unprejudiced dealings in the **bidding process**¹ and **contract administration**², with a view to:

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

3. Scope:

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

4. Commitments of the Employer:

The Employer Commits itself to the following:-

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

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

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

organization or third party related to the contract in exchange for an advantage in the bidding process and contract administration.

- 4.2 The Employer further confirms that its officials shall not favor any prospective bidder in any form that could afford an undue advantage to that particular bidder in the bidding process and contract administration and will treat all Bidders alike.
- 4.3 Officials of the Employer, who may have observed or noticed or have reasonable suspicion shall report to the head of the employing agency or an appropriate government office any violation or attempted violation of clauses 4.1 and 4.2.
- 4.4 Following report on violation of clauses 4.1 and 4.2 by official (s), through any source, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings shall be initiated by the Employer and such a person shall be debarred from further dealings related to the bidding process and contract administration.

5. Commitments of Bidders

The Bidder commits himself/herself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of the bidding process and contract administration in order to secure the contract or in furtherance to secure it and in particular commits himself/herself to the following :-

- 5.1 The Bidder shall not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Employer, connected directly or indirectly with the bidding process and contract administration, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding process and contract administration.
- 5.2 The Bidder shall not collude with other parties interested in the contract to manipulate in whatsoever form or manner, the bidding process and contract administration.
- 5.3 If the bidder(s) have observed or noticed or have reasonable suspicion that the provisions of the IP have been violated by the procuring agency or other bidders, the bidder shall report such violations to the head of the procuring agency.

6. Sanctions for Violation:

The breach of any of the aforesaid provisions shall result in administrative charges or penal actions as per the relevant rules and laws.

- 6.1 The breach of the IP or commission of any offence (forgery, providing false information, mis-representation, providing false/fake documents, bid rigging, bid steering or coercion) by the Bidder, or any one employed by him, or acting on his/her behalf (whether with or

without the knowledge of the Bidder), shall be dealt with as per the terms and conditions of the contract and other provisions of the relevant laws, including De-barment Rules.

6.2 The breach of the IP or commission of any offence by the officials of the procuring agency shall be dealt with as per the rules and laws of the land in vogue.

7. Monitoring and Administration:

7.1 The respective procuring agency shall be responsible for administration and monitoring of the IP as per the relevant laws.

7.2 The bidder shall have the right to appeal as per the arbitration mechanism contained in the relevant rules.

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

The parties hereby sign this Integrity Pact at _____ on _____.

Affix
Legal
Stamp

Affix
Legal
Stamp

EMPLOYER

BIDDER/REPRESENTATIVE

CID :

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Witness: _____

Witness: _____

Name: Tshering Choden

Name: _____

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VPMS Acceptance Form

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

WHEREAS MESSRS (Insert the name of bidder) _____ -- _____
(hereinafter called "the Bidder") License No. _____ having our registered
office at _____ has submitted its bid dated _____.

We hereby agree to abide by the Vendor Performance Management System of BPC or do affirm as follows.

1. We have read and understood all provisions set in the Vendor Performance Management System (VPMS) and we have no reservations to the VPMS document included in the Bidding Documents.
2. We agree to abide by all the provision of VPMS.
3. If our bid is accepted, we agree to be assessed as per the vendor rating methodology adopted by Bhutan Power Corporation Limited.
4. Depending on our performance, we accept the rating of Vendor Performance Index issued and any action taken by Bhutan Power Corporation Limited pursuant to the VPMS.
5. We shall be liable for any breach of this undertaking and non- compliance to the provisions of VPMS.

(Signature of Bidder)

Date:

(Signature of witness)

Date:

Address:

Contact No.: