



འབྲུག་གློག་མེ་ལས་འཛིན།

Bhutan Power Corporation Limited
(An ISO 9001:2015, ISO 14001:2015 & OHSAS 18001:2007 Certified Company)
Registered Office, Thimphu
Procurement Services Department
Thimphu: Bhutan



BPC/PSD/2021 Materials/2020/09/ 327

September 9, 2020

Subject: Addendum No. 2

Reference: BPC/PSD/2021 Materials/2020/09 dated August 15, 2020

Dear Sir,

This is to inform all the bidders that BPC would like to make the following amendments in the above referred bid document.

A. Bid Data Sheet:

1. Under ITB 20.2 (BDS), Guaranteed Technical Particulars is required as follows:

- i. **For Lot # 5B (LV ABC Fittings):** GTP is Required for all items except item no. 7 (Stainless Steel Strip), item # 8 (Stainless Steel Buckle, 20x0.7 mm) and item # 9 (Set of terminal caps for 120 sq.mm)
- ii. **For Lot # 7 (CT Ring):** GTP is Required for all items except item # 7 (Met Grip Seal)
- iii. **For Lot # 8 (Cable Jointing Kits & Cable Gland):** Required for all items except item # 40 (11 kV cable route marker with nut and bolt), item # 41 (33 kV cable route marker with nut and bolt), item # 42 (Double Compression Gland for 4 core, 150 mm² cable), item # 43 (Double Compression Gland for 4x185 mm² cable), item # 44 (Double Compression Gland for 4x240 mm² cable), item # 45 (Double Compression Gland for 4x300 mm² cable) and item # 46 (Double Compression Gland for 4x400 mm² cable)

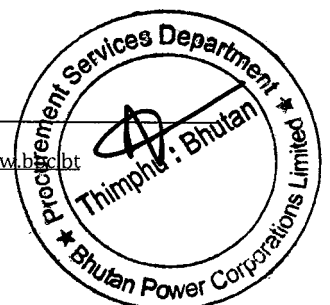
2. Under ITB 25.1 (BDS), the bid submission date is extended to 24th September, 2020 at 10: 00 Hours

3. Under ITB 29.1 (BDS), the bid opening is extended to 24th September, 2020 at 10.30 Hours.

B. Price Schedule:

1. **For Lot # 6 (Energy Meters):** The Avon Meters Pvt. Ltd. is included under the restricted brand for the lot.

Phone: +975-2-326289; Fax: +975-2-333583; Box 580; E-mail: psd@bpc.bt; web: www.bpc.bt





འབྲུག་གྲོག་མེ་ལས་འཛིན།

Bhutan Power Corporation Limited

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

Registered Office, Thimphu

Procurement Services Department

Thimphu: Bhutan



2. **For Lot # 8 (Cable Jointing Kits and Cable Gland):** Item # 46 – Double compression gland for 4 x 300 sq.mm has been deleted and the revised price schedule is attached as Annexure – I.

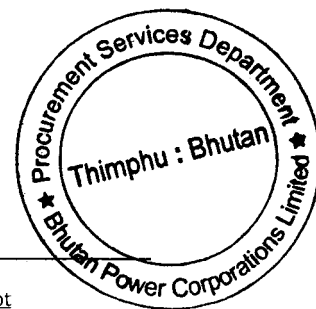
C. Instructions to Bidders:

1. The missed out ITB (Instructions to Bidders) is attached as annexure -II

Bidders are advised to note the above changes and quote accordingly. And all the other terms and condition shall remain same.

Yours sincerely,

(Nim Dorji)
General Manager

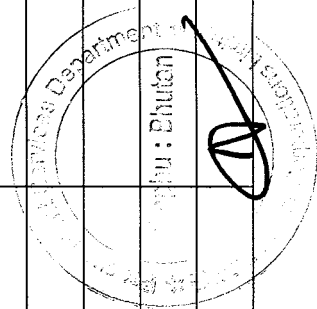


Annexure I
Price Schedule

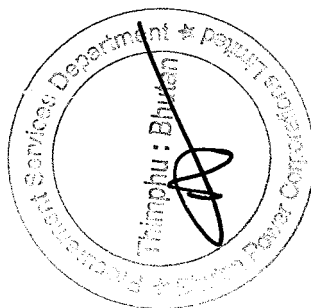
Material No.	Sl. No.	Description	UoM	Qty	Brand and Country of Origin	Rate DDP (Nu.)	Amount DDP (Nu.)
Lot No. 8 (Cable Jointing Kits & Cable Glands)							
404	1	ID Termination kit for 3X50sqmm 11kV	SET	6.00			
405	2	ID Termination kit for 3X70sqmm 11kV	SET	21.00			
406	3	ID Termination kit for 3X95sqmm 11kV	SET	10.00			
410	4	Shrinkable cable termination kit 3cx150sqmm (ID) 11KV	SET	64.00			
412	5	ID Termination kit for 3X185sqmm 11kV	SET	8.00			
415	6	ID Termination kit for 3X300sqmm 11kV	SET	58.00			
409	7	ID Termination kit for 3X150sqmm 33kV	SET	26.00			
411	8	ID Termination kit for 3X185sqmm 33kV	SET	12.00			
414	9	ID Termination kit for 3X300sqmm 33kV	SET	16.00			
1527	10	I/D Termination Kit 1x630sqmm XLPE 33kV	NO	9.00			
422	11	OD Termination kit for 1X50sqmm 11kV	SET	6.00			
426	12	OD Termination kit for 3X70sqmm 11kV	SET	22.00			
427	13	OD Termination kit for 3X95sqmm 11kV	SET	10.00			
428	14	OD Termination kit for 3X95sqmm 11kV ABC	SET	48.00			
432	15	Shrinkable cable termination kit 3cx150sqmm (OD) 11KV	SET	55.00			
434	16	OD Termination kit for 3X185sqmm 11kV	SET	9.00			
435	17	OD Termination kit for 3X240 sqmm 11kV	SET	5.00			
437	18	OD Termination kit for 3X300sqmm 11kV	SET	77.00			
429	19	Shrinkable cable termination kit 3cx120 sqmm (OD) 33KV	SET	3.00			
431	20	OD Termination kit for 3X150sqmm 33kV	SET	45.00			

Stamp: Etc
Signature: Etc
Date: Etc

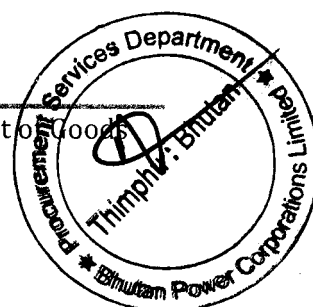
Material No.	Sl. No.	Description	UoM	Qty	Brand and Country of Origin	Rate DDP (Nu.)	Amount DDP (Nu.)
Lot No. 8 (Cable Jointing Kits & Cable Glands)							
433	21	OD Termination kit for 3X185sqmm 33kV	SET	11.00			
436	22	OD Termination kit for 3X300sqmm 33kV	SET	33.00			
1427	23	O/D Termination Kit 1x630sqmm XLPE 33kV	NO	9.00			
443	24	St. thr. Jointing kit for 3X70sqmm 11kV	SET	54.00			
444	25	ST.Through Jointing kit for 3X95sqmm 11kV	SET	65.00			
446	26	St. thr. Jointing kit for 3X150sqmm 11kV	SET	47.00			
448	27	St. thr. Jointing kit for 3X240sqmm 11kV	SET	7.00			
450	28	St. thr. Jointing kit for 3X300sqmm 11kV	SET	57.00			
445	29	St. thr. Jointing kit for 3X150sqmm 33kV	SET	29.00			
447	30	St. thr. Jointing kit for 3X185sqmm 33kV	SET	3.00			
449	31	St. thr. Jointing kit for 3X300sqmm 33kV	SET	25.00			
455	32	St. through Jointing kit for 4X50sqmm	SET	5.00			
456	33	St. through Jointing kit for 4X70sqmm	SET	15.00			
457	34	St. through Jointing kit for 4X95sqmm	SET	16.00			
459	35	St. through Jointing kit for 4X150sqmm	SET	18.00			
460	36	St. through Jointing kit for 4X240sqmm	SET	8.00			
461	37	ST.Through Jointing kit for 4X300sqmm	SET	57.00			
462	38	St. through Jointing kit for 4X400sqmm	SET	40.00			
5550	39	St.through jointing kit 1CX400sqmm 1.1kV	SET	10.00			
419	40	11KV Cable route marker with nut & bolts	NO	152.00			
420	41	33KV Cable route marker with nut & bolts	NO	20.00			



Material No.	Sl. No.	Description	UoM	Qty	Brand and Country of Origin	Rate DDP (Nu.)	Amount DDP (Nu.)
Lot No. 8 (Cable Jointing Kits & Cable Glands)							
399	42	Double compression gland for 4 core 150 sq.mm cable	SET	110.00			
400	43	Double compression gland for 4x185 sq.mm cable	SET	2.00			
401	44	Double compression gland for 4x240 sq.mm cable	SET	2.00			
402	45	Double compression gland for 4x300 sq.mm cable	SET	150.00			
403	46	Double compression gland for 4x400 sq.mm cable	SET	50.00			
Total Amount (Nu.)							

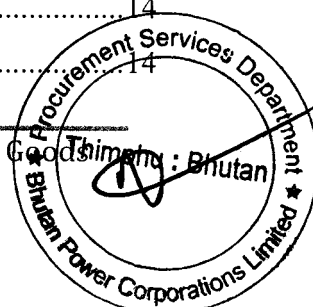


PART 1- Bidding Procedures



Section I. Instructions to Bidders**Table of Contents**

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



26.	One Bid per Bidder.....	14
27.	Late Bids.....	14
28.	Modification, Substitution and withdrawal of Bids.....	15
29.	Bid Opening.....	15
E.	Evaluation and Comparision of Bids	
30.	Confidentiality	16
31.	Clarification of Bids	17
32.	Deviations, Reservations, and Omissions.....	17
33.	Responsiveness of Bids	17
34.	Nonconformities, Errors and Omissions	18
35.	Preliminary Examination of Bids	18
36.	Examination of Terms and Conditions; Technical Evaluation.....	18
37.	Conversion to to Single Currency	19
38.	Margin of Preference	19
39.	Evaluation of Bids	19
40.	Comparison of Bids.....	20
41.	Post qualification of the Bidder	20
42.	Contacting the Purchaser	21
43.	Purchaser's Right to Accept Any Bid and to Reject Any or All Bids	21
F.	Award of Contract21
44.	Award Criteria	21
45.	Purchasers Right to Vary Quantities at Time of Award.....	21
46.	Notification of Award.....	21
47.	Signing of Contract.....	21
48.	Performance Security	22



Section I-Instructions to Bidders

Section I. Instructions to Bidders

A. General

1. Scope of Bid

- | | |
|-----|---|
| 1.1 | The Purchaser, as indicated in the Bid Data Sheet (BDS), issues these Bidding Documents for the supply of Goods and 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

- | | | | |
|-----|--|--|--|
| 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; |
| | | 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; |

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.

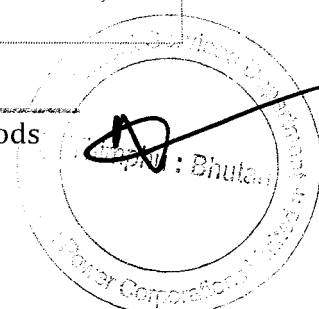
³ "anything of value" includes, but is not limited to, any gift, loan, fee, commission, valuable security or other asset or interest in an asset; any office, employment or contract; any payment, discharge or liquidation of any loan, obligation or other liability whatsoever, whether in whole or in part; 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.

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.

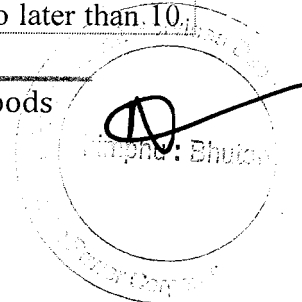
		v.	"Obstructive practice" is	
			aa.	deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to impede any investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or 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-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		



Section I-Instructions to Bidders

	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 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;

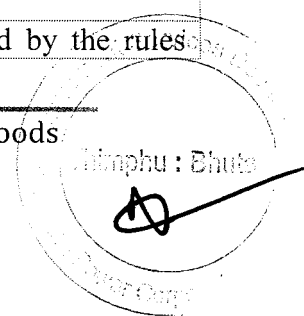
	d.	all partners of the joint venture shall be liable jointly and severally for the execution of the Contract in accordance with the Contract terms, and a relevant statement to this effect shall be included in the authorization mentioned under (b) above as well as in the Bid Form and the Form of Agreement (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 Sections indicated below, and should be read in conjunction with any Addenda issued in accordance with ITB 9.	
	PART 1 Bidding Procedures <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 PART 2 Supply Requirements <ul style="list-style-type: none"> • Section V. Schedule of Supply PART 3 Conditions of Contract and Contract Forms <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	



Section I-Instructions to Bidders

	(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.
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:
	Bid Form and Price Schedules completed in accordance with ITB13, 14,16 and 17;

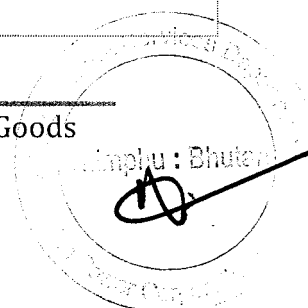
	b.	Documentary evidence establishing in accordance with ITB 18, that the bidder is eligible to bid.
	c.	Documentary evidence establishing in accordance with ITB 19, that the bidder is qualified to perform the Contract if its Bid is accepted;
	d.	Documentary evidence establishing in accordance with ITB 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.	
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	



Section I-Instructions to Bidders

	prescribed in the current edition of Inco terms, 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:	
		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</p>		

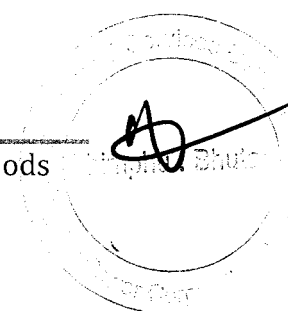
	applicable to each Lot, or for all the Lots. Price reductions or discounts shall be submitted in accordance with ITB 16.4.
17.	Bid Currencies
17.1	<p>Bid Prices shall be quoted in Ngultrum for goods offered from Bhutan, in Indian Rupees for goods offered from India; and in US dollar/major foreign currencies 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 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:
	<p>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;</p> <p>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.</p> <p>c. That the Bidder meets each of the qualification criteria specified in Section III, Evaluation and Qualification Criteria.</p>
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.



Section I-Instructions to Bidders

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 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.	
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 contained within one outer envelope. All envelopes shall be sealed with adhesive or other sealant to prevent reopening.
- 24.2 The inner envelopes shall:
- Be sealed and bear the name of the Bidder.
 - Be marked "ORIGINAL", "ALTERNATIVE" (if any) and "COPY".
- 24.3 The outer envelope shall:
- Be marked "Confidential";
 - Bear the name and address of the Bidder;
 - Be addressed to the Purchaser in accordance with ITB 25.1;
 - Bear the identification number pursuant to ITB 1.1 and any additional identification marks as specified in the BDS; and
 - 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.

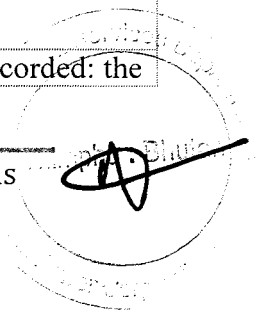
26. One Bid per Bidder

- 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.

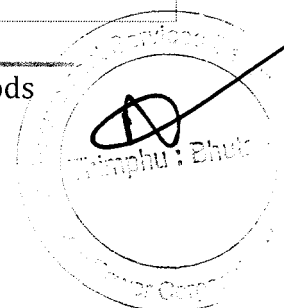
28. Modification, Substitution and withdrawal of Bids		
28.1	The bidder may modify or substitute its Bid after it has been submitted by sending a written notice in accordance with the ITB 24, duly signed by an authorized representative, and shall include a copy of authorization in accordance with ITB 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.	
29.6	All other envelopes shall be opened one at a time, and the following read out and recorded: the	



Section I-Instructions to Bidders

	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.

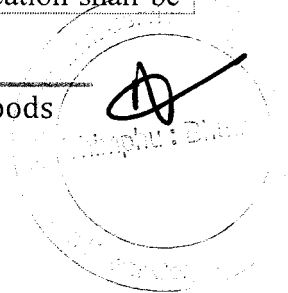
30.2	Any effort by a Bidder to influence the Purchaser's processing of Bids or award decisions may result in the rejection of the bidder's Bid.
31.	Clarification of Bids
31.1	To assist in the examination, evaluation and comparison of Bids, the Purchaser may, at its discretion, ask the bidder for a clarification 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
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
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.
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.



Section I-Instructions to Bidders

34. Nonconformities, Errors and Omissions	
34.1	Provided that a Bid is substantially responsive, the Purchaser may waive any non-conformities or omissions in the Bid that do not constitute a material deviation.
34.2	Provided that a Bid is substantially responsive, the Purchaser may request that the Bidder submit the necessary information or documentation within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.
34.3	Provided that the Bid is substantially responsive, the Purchaser shall correct arithmetical errors on the following basis:
a.	If there is a discrepancy between the unit price and the 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.
35. Preliminary Examination of Bids	
35.1	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.
36. Examination of Terms and Conditions; Technical Evaluation	
36.1	The Purchaser shall examine the Bid to confirm that all terms and conditions specified in the GCC and the SCC have been accepted by the Bidder without any material deviation or reservation.
36.2	The Purchaser shall evaluate the technical 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
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



Section I-Instructions to Bidders

	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 favorable conditions available to the Bidder for the execution of the Contract, and the originality of the Goods proposed by the Bidder. After objective evaluation of the explanations, justifications and price analyses, if the Purchaser decides to accept the Bid with an abnormally low and/or seriously unbalanced price, the Purchaser shall require that the amount of the Performance Security stipulated in ITB 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 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.
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;

Section I-Instructions to Bidders

	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:
	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.