# BHUTAN POWER CORPORATION LIMITED ELECTRICITY SERVICES DIVISION THIMPHU: BHUTAN



(Tender No. BPC/ESD/2021/T-2 date 10 FEBRUARY 2021)

BID DOCUMENT FOR ANNUAL RATE CONTRACT (SUPPLY and DELIVERY OF MISCELLANEOUS ITEMS, BPC, THIMPHU)

FEBRUARY-2021





## श्रिषार्मेयाम्यात्राचा के.जन्ना पहें थी।

### Bhutan Power Corporation Limited Registered Office, Thimphu



Tender No.: BPC/ESD/2021/T-1

10th February 2021

#### **Invitation for Bids**

- 1. The *Divisional Corporate Office*, *BPC*, *Thimphu* invites sealed bids from eligible bidders for the following Services.
- a) Supply and Delivery Miscellaneous Electrical Items
- 2. Interested eligible bidders may obtain further information on the bid form and inspect the bidding documents at the office of Chief Manager, Electricity Services 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 and valid license to the above address at or before 12:00 hours on 10<sup>th</sup> March 2021 and upon payment of nonrefundable fees of Nu. 1000.00 (one thousand).
- 4. The detail invitation and the copy of the bidding document is available at ,ESD, BPC, Thimphu on or before the closing of the bid sale date 10<sup>th</sup> March 2021, 12 Hrs.
- 5. The detail invitation and the soft copy of the bidding document is available at http://www.bpc.bt/category/tender. The bidders who have downloaded and printed the bid document by themselves and wish to participate should register wit ESD, BPC, Thimphu on or before the closing of the bid sale date upon the submission of written application together with a valid license at the above address.
- 6. All bids must be accompanied by a bid security and must be delivered in accordance with the Instructions to Bidder on or before 12:00 hours on 10<sup>th</sup> March 2021 and will be publicly open at 15:00 hours on 10<sup>th</sup> March 2021 same day.

Description	Bid Security Amount (Nu.)	
1. Supply and Delivery of Miscellaneous items	25,,000.00	

7. Thimphu ESD, 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.

web: <u>www.bpc.bt</u>



# श्री ।यद्येगःम्यानुः यो सारा यहें वा।

# Bhutan Power Corporation Limited Registered Office, Thimphu



### CHECKLIST FOR BID SUBMISSION

		Purchasers Requirement	Bidders to fill up
SI#	PARTICULARS	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 authorization (In case the supplier is a dealer)	YES	
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)	YES	
9	EMD drawn in favour of BPC, Thimphu, Bhutan.	YES	
10	Signed Pre-Contract 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	

Chief Manager
Elaphica (Manager) in ion

web: www.bpc.bt



### Part I Bidding Procedures:

### Section I: Instruction to Bidders (ITB)

### **Table of Contents**

Α.	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)	7
6.	Joint Ventures	7
В.	Contents of Bidding Documents	
7.	Sections of Bidding Documents	7
8.	Clarification of Bidding Documents	8
9.	Amendment of Bidding Documents	8
C.	Preparation of Bids	
10.	Cost of Bidding Documents	9
11.	Language of Bid	9
12.	Documents Comprising the Bid	9
13.	Bid form	0
14.	Price Schedules	0
15.	Alternative Bids	0
16.	Bid Prices and Discounts	0
17.	Bid Currencies	2
18.	Documents Establishing Eligibility of the Bidder	2
19.	Documents Establishing Qualifications of the Bidder	3
20.	Documents Establishing the Goods' Conformity to the Bidding Documents	3
21.	Period of Validity of Bids 1	4
22.	Bid Security 1	4
23.	Formats and Signing of Bid	5
D.	Submission and Opening of Bids	
24.	Submission, Sealing and Marking of Bids	2 5 110/0/
	Standard Bidding Document Procurement of Goods	/

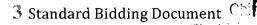
25. 26.	Deadline for submission of Bids One Bid per Bidder	
27.	Late Bids	
28.	Modification, Substitution and withdrawal of Bids	
29.	Bid Opening	
E.	Evaluation and Comparision of Bids	
30.	Confidentiality	18
31.	Clarification of Bids	. 19
32.	Deviations, Reservations, and Omissions	19
33.	Responsiveness 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	





		A.General
		Scope of Bid
1.1	the s Supp	urchaser, as indicated in the Bid Data Sheet (BDS), issues these Bidding Documents for upply of Goods and Services incidental thereto as specified in Section V, Schedule of y. Tender number and tender description, lot numbers and lot description are ded in the BDS.
1.2	i	ds are to be completed and returned to the Purchaser in accordance with these uctions to the bidders.
1.3	Thro	ughout 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.	Fra	ud and Corruption
2.1	standa	rporation policy to require that Purchasers, Bidders and Suppliers observe the highest rds of ethics during the procurement and execution of contracts. In pursuance of this the Corporation:
	a.	defines, for the purposes of this provision, the terms set forth below as follows:
	i	"Corrupt practice" <sup>2</sup> is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value <sup>3</sup> to influence improperly the actions of another party;
	li	Fraudulent practice" <sup>4</sup> 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;

<sup>&</sup>lt;sup>4</sup> 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.



<sup>&</sup>lt;sup>1</sup> In this context, any action taken by a Bidder, and Supplier to influence the procurement process or contract execution for undue advantage is improper.

<sup>&</sup>lt;sup>2</sup> "another party" refers to a Corporation official acting in relation to the procurement process or contract execution in this worker. "Corporation official" includes employees of BPC taking or reviewing procurement decisions.

official" includes employees of BPC taking or reviewing procurement decisions.

"anything of value" includes, but is not limited to, any gift, loan, fee, commission, valuable security or other past or interest in an office, employment or contract; any payment, discharge or liquidation of any loan, obligation or other liquidation, what of the part, any other services, favour or advantage, including protection from any penalty or disability increased or appreciated 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.

) ) ) ) ) ) ) ) t	iii	"Collusive practice" 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" <sup>5</sup> 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.
1	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;
	С	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 of obstructive practice to the relevant RGoB agencies, including but not limited to the Anti- Corruption

<sup>5</sup> a "party" refers to a participant in the procurement process or contract execution?

Commission (ACC) of Bhutan, for necessary action in accordance with the statutes and provisions of the relevant agency.

# Eligible Bidders 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. Employee 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:
  - is suspended/debarred by any Statutory Agencies in Bhutan or in the region to Corporation's knowledge;
  - 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 recognized 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;

5 Standard Bidding Document

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;		g.	does not qualify under the performance assessed through the Vendor
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.  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.  Joint Ventures (JV)  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  B. Contents of Bidding Documents  B. Contents of Bidding Documents  The Bidding Document consist of Parts 1, 2, and 3, which includes all the sections indicated below, and should be read in conjunction with any Addendation indicated below, and should be read in conjunction with any Addendation accordance with ITB 9.			V. J., D. C. M. (VIDAGO)
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6 Standard Bidding Document Procurement of Goods			issued in accordance with ITB 9.
		6 Sta	indard Bidding Document Procurement of Goods

### PART 1 Bidding Procedures 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 Section V. Schedule of Supply PART 3 Conditions of Contract and Contract Forms 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. **Clarification of Bidding Documents** 8. 8.1 The bidders shall not be allowed to seek any clarifications on the bidding documents in person or through any verbal communications. Prospective bidders requiring any further information or clarification of the bidding 8.2 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.

9. Amendment of Bidding Documents

7 Standard Bidding Document

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. Pre	paration 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, such translation shall govern.
12.	Documents Comprising the Bid
14.	Documents Comprising the Did
12.1	The Bid shall comprise the following:
	TO REPORT TO THE

<u> </u>		
	a.	Bid Form and Price Schedules completed in accordance with ITB13, 14,16 and 17;
	}	
		December of ideas and highing in an advance with ITD 40 about he hidden in
	b.	Documentary evidence establishing in accordance with ITB 18, that the bidder is eligible to bid.
		engible to bid.
	 	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;
<del>-</del>		
	e.	Bid security furnished in accordance with ITB 22;
	f.	Meitten confirmation authorizing the circustant of the Did to commit the Didder in
	1.	Written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 23;
		desortation with 115 25,
	. 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	FORMS
13.1	The bi	dder 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
	i .	ted. All blank spaces shall be filled in with the information requested. A bid in which
	the bi	d form is not duly filled, signed and sealed by the bidder shall be rejected.
14.	Price	Schedules
14.1		idder shall complete the appropriate Price Schedule included herein, stating the unit
<b>1</b> 11.1		, total price per item, the total amount and the expected countries of origin of the
	•	s to be supplied under the Contract. This Price Schedules form must be completed
	)	ut any alterations to its format, and no substitutes shall be accepted.
15.		ative Bids
15.1	Unles	s otherwise indicated in the BDS, alternative bids shall not be considered.
16.	Bid Pr	ices and Discounts
16.1		rices and discounts quoted by the Bidder in the Bid Form and in the Price schedules
	shall o	conform to the requirements specified below.
16.2	All lot	s and items must be listed and priced separately in the Prices the dues
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9 Standard Bidding Document  $\sqrt{f}$ 

16.3		price to be quoted in the Bid Form shall be the total price of the Bid excluding any punts offered.
16.4	appl	Bidder shall quote any unconditional discounts and the methodology for their ication in the Bid Form. The discount letter offer shall be accepted only when enclosed e the main envelope of the bidding document.
16.5	pres	terms EXW, CIF, CIP, DDP and other similar terms shall be governed by the rules cribed in the current edition of Incoterms, published by The International nber of Commerce, at the date of the Invitation for Bids or as specified in the <b>BDS</b> .
16.6	Form the o	es shall be quoted as specified in each Price Schedule included in Section IV, Bidding hs. The disaggregation of price components shall be solely for the purpose of facilitating comparison of Bids by the Purchaser. This shall not in any way limit the Purchaser's right ontract 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:
	•	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 nonresponsive 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 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.

For the purpose of bidding and inventory management, related SKUS shall be grouped under specific lots in the manner most advantageous to the BPC for a particular tender.

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.

#### 17. Bid Currencies

17.1 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.

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 ransfer charges lie on the Suppliers.

18. Documents Establishing Eligibility of the Bidder

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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.

19.1 The documentary evidence of the Bidder's Qualific is accepted, shall establish to the purchaser's sati	
a. That, if required by the BDS, a Bidder is no	sfaction:
	at 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 Fo	
duly authorized by the' manufacturer or p Goods in Bhutan;	roducer of the Goods to supply these
Goods in Brittan;	
b. That, if required by the BDS, in the case o	f a bidder not doing business in Bhutan.
the Bidder is, or will be (if the contract is a	
representative in Bhutan equipped and ab	· · · · · · · · · · · · · · · · · · ·
maintenance, repair and spare parts-stock	
Conditions of Contracts and/or Technical S	specifications.
c. That the Bidder meets each of the qualific	ation criteria specified in Section III,
Evaluation and Qualification Criteria.	
20. Documents Establishing the Goods' Conformi	ty to the Bidding Documents.
20.1 To establish the conformity of the Goods to the Bid as a part of its Bid, the documentary evidence that	
specifications and standards specified in Section V,	
,	osda.dodapp.y.
20.2 The documentary evidence may be in the form of l	iterature, drawings or data, and shall
consists of a detailed item by item description of the	· ·
characteristics of Goods. If required by the BDS, the sign on the guaranteed technical particulars of the	
Section V, Schedule of Supply. Any deviations from	
clearly indicated in the deviation schedule, Section	
	To the second
20.3 If required, the Bidder shall also furnish a list giving	
sources and current prices, of all spare parts, speci- and continuing functioning of the Goods.	al tools, etc., necessary for the proper
and containing functioning of the doods.	Company
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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: 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. Banker's cheque/ cash warrant. b. Demand draft.

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	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 th ${\sf Purchaser}$ 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	

22.6		ance sec	idder's bid security will be discharged/returned upon furnishing the curity, pursuant to ITB 46 and the bidder's executing the Contract, pursuant
22.7	The bid	security	may be forfeited:
	a.	;	der withdraws its Bid during the period of bid validity specified by the bidder Bid Form, except as provided in ITB 21.2;
	b.	If a bid	der 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
	- sk = = = = = = = = = = = = = = = = = =	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 Sig	ning of Bid
23.1	in ITB 1 the Bid,	2 and cle in the n	prepare one original of the documents comprising the Bid as described early mark it as "Original". In addition, the Bidder shall submit copies of umber specified in the BDS and clearly mark them "COPY" In the event acy between the original and the copies, the original shall prevails.

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 initialed by the person or persons signing the Bid.
24.	D. Submission and Opening of Bids 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:

	а.	Be sealed and bear the name of the Bidder.
	b.	Be marked "ORIGINAL", "ALTERNATIVE" (if any) and "COPY".
24.3	The out	er 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
	е.	Bear a warning not to open before the time and date for bid opening, in accordance with ITB 29.1.
24.4	•	uter envelope is not sealed and marked as required by ITB 24.3, the Purchaser will no responsibility for the bid misplacement or premature opening.
25.	Deadlin	e for submission of Bids
25.1		all be delivered by hand, courier or registered post to the Purchaser at the address and that the address and the hand 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.  One Bid per Bidder			
26.				
26.1	Each bidder shall submit only one Bid either by itself, or as a partner in a joint venture or 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.  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 envelops 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 of the Bid Form or any extension thereof, neither any modification shall be accepted.			
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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 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.

	conside	recounts and alternative offers read out and recorded at bid opening shall be rejected at bid opening except for late bids, in ince with ITB 27.1.
29.7	The Pur disclose minimu	chaser shall prepare a record of the Bid Opening, which shall include the information ed to those present in accordance with ITB 29.6. The minutes shall include, as a im:
	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.			
i !	The Bio	Iders/Bidders authorized representatives who are present shall sign the record.			
1 ( ( 1 1 1 1 1	The on	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	and r	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 mare result in the rejection of the bidder's Bid.				

### 31. Clarification of Bids To assist in the examination, evaluation and comparison of Bids, the Purchaser may, at its 31.1 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: "Deviation" is a departure from the requirements specified in the Bidding a. Document. Any comments, remarks, observations and feedbacks will constitute as deviation and shall be indicated in the deviation sheet;

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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.	
Respon	sponsiveness of Bids	
Bid itself	Purchaser's determination of a Bid's responsiveness shall be based on the contents of the itself, and is to determine which of the Bids received are responsive and thereafter to appare the responsive Bids against each other to select the lowest evaluated Bid.	
A substa	ubstantially 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.	
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.		
Purchas	Bid is not substantially responsive to the Bidding Documents, it shall be reject	

34.	Nonconformities, Errors and Omissions
34.1	Provided that a Bid is substantially responsive, the Purchaser may waive any nonconformities 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	1	Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, shall be disqualified and its Bid Security shall be forfeited.		
35.	Prelir	ninary Examination of Bids		
35.2	have	Purchaser shall examine and confirm that the following documents and information been provided in the Bid. If any of these documents or information is missing, the Bid be rejected.		
	а.	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.	Exam	ination of Terms and Conditions; Technical Evaluation		
36.1	GCC	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		
	ماعتید ا	ITD 20 to confirm that all considerations are distributed by Cabillatin Constitution and the Constitution of C		
		ITB 20, to confirm that all requirements specified in Section V, Schedule of Supply of Bidding Documents have been met without any material deviation or reservation.		
36.3	Purc	ter the examination of the terms and conditions and the technical evaluation, the haser determines that the Bid is not substantially responsive in accordance with ITB 33, 3id shall be rejected.		
36.4	No c	onditional offer(s) shall be allowed. A bid with conditional offers shall be rejected		
37.	Con	version to Single Currency		
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37.1	 ! Fan	evaluation and comparison purposes, the Purchaser shall				
37.1	For	evaluation and comparison purposes, the Purchaser shall ert all bid prices, expressed in amounts in various currencies into a single currency and				
		ne exchange rates specified in the BDS.				
	use II	te exchange rates specified in the 505.				
38.	Marg	in of Preference				
38.1	A margin of preference may apply to domestic goods manufactured in Bhutan as provided					
		the BDS. To avail a margin of preference, the Bidder shall provide a value addition				
	certif	icate from the Ministry of Economic Affairs.				
	1					
39.	-,	il Evaluation of Bids				
39.1	1	urchaser shall evaluate each Bid that has been determined, up to this stage of				
	evalu	evaluation, to be substantially responsive.				
	- -					
39.2	1	raluate 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.					
20.2	The state of the s					
39.3	loev	valuate a Bid, the Purchaser shall consider the following:				
	a.	Evaluation shall be done for Items or Lots, as specified in the BDS;				
1 F }	a.	Evaluation shall be done for items of Lots, as specified in the 1995,				
	b.	The Bid Price, as quoted in accordance with ITB Clause 16;				
! ! !		The blat tiee, as quoted in accordance with the clause 19,				
! !	 	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				
<u> </u>		16.4;				
1	; e.	Adjustments due to the application of the evaluation criteria specified in the BDS				
1		from amongst those set out in Section III, Evaluation and Qualification Criteria; and				
<u> </u>	-					
! ! !	; ;					
1	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.

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21 Standard Bidding Document

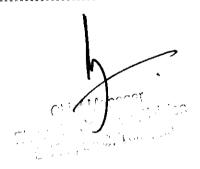
39.5	The Purchaser's evaluation of a Bid may require the consideration of other factors in addition to the Bid Price quoted in accordance with ITB Clause 16. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services. The effect 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 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 Subject to ITB 31, no bidder shall contact the Purchaser on any matter relating to its Bid, from 42.1 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 The Purchaser reserves the right to accept or reject any Bid and to annul the bidding process 43.1 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. Notification of Award 46. 46.1 The Purchaser will notify the successful bidder in writing that its Bid has been accepted. Until a formal Contract is prepared and executed, the notification of award shall be binding 46.2 on the Supplier. 47. Signing of Contract

23 Standard Bidding Document

17.1	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.			
17.2	Where the contract is not signed by both parties simultaneously:			
	a. The Purchaser shall send to the successful bidder two original copies or agreed contract and (2) the letter of acceptance, each copy to be signed bidder or its duly authorized representative, together with the date of	d by the		
	b. The letter of acceptance shall indicate the deadline by which it must be specified in BDS;	e accepted as		
	c. The successful bidder, if agrees to conclude the contract, must sign and original copies of the contract and letter of acceptance and return one to the Purchaser before the expiry of the deadline indicated in the lett acceptance;	copy of each		
	d. Failure of the successful bidder to accept the award/ sign the contract constitute sufficient grounds for the annulment of the award and forfe bid security.	shall eiture of the		
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 service 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 Contact Agreement h 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 Conditio of Contract.			
	Of Contract.			
48.2	The Performance Security @10% of the supply contract value shall be furnished successful bidder in one of the following forms:	<del></del>		
48.2	The Performance Security @10% of the supply contract value shall be furnishe successful bidder in one of the following forms:	ed by the		
48.2	The Performance Security @10% of the supply contract value shall be furnished	ed by the		

·	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 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.	
consti Secur Bidde qualif		e by the successful Bidder to submit the above-mentioned Performance Security shall itute sufficient grounds for the annulment of the award and forfeiture of the Bid ity. In that event the Purchaser may award the Contract to the next lowest evaluated it whose offer is substantially responsive and is determined by the Purchaser to be fied to perform the Contract satisfactorily. Such a failure shall be considered as default it relevant clauses shall apply.



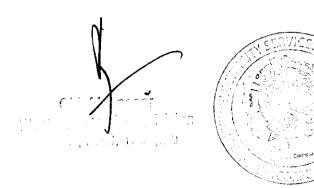


### Section II. Bid Data Sheet (BDS)

	A. Introduction			
ITB 1.1	The Tender No. is: BPC/ESD/2021/THE1-2 10th February 2021			
ITB 1.1	The Tender name, identification is: Supply and Delivery of Miscellaneous Electrical items			
ITB 1.1	The Purchaser: Electricity Services, BPC, Yarden Lam, Thimphu, Bhutan.			
	B. Bidding Documents			
ITB 8.2	For clarification of Bid purposes only, the Purchaser's address is:			
	Attention: Chief Manager			
	Address: Electricity Services Division, BPC, Yarden Lam, Thimphu, Bhutan.			
	Telephone number: 00975-02-366884/02325590 Electronic mail address: karmachophel@bpc.bt Copy to: thimphuesd@bpc.bt			
	C. Preparation of Bids			
ITB 11.1	The language of the Bid is: English			
ITB 12.1	The Bidders shall submit a signed Integrity Pact: Yes			
ITB12.1	The Bidder shall submit with its Bid the following additional documents:			
	1.Copy of Valid Trade License			
	2.Copy of Tax clearance Certificate			
	3. other relevant documents.			
ITB 15.1	Alternative Bids "shall not be" permitted.			
ITB 16.1	The Incoterms edition is: 2010 edition			
ITB 16.6(b) (i)	Place of Destination: The rates should be DDP (Delivery duty paid), Chief Manager, ESD, BPC, Thimphu. The supplier should deliver the goods as per inco-term 2010-"The seller is responsible for delivering the goods to the named place in the country of importation, including all costs and risks in bringing the goods to import destination. This includes duties, taxes and customs formalities. This term may be used irrespective of the mode of transport".			
ITB	"Final destination (Project Site)" if relevant:			
16.6(b) (iii)	Chief Manager, Electricity Services Division, Bhutan Power Corporation Limited, Thimphu, Bhutan.			
ITB 16.7	The prices quoted by the Bidder "shall not" be adjustable			

TB 19 (b)	After sales maintenance, repair, spare parts stocking and related services ["are"] required, and the Bidder therefore ["is"] required to be represented by a suitably equipped and able agent in Bhutan
TB 21.1	The Bid validity period shall be [31st December 2021] days
TB 22.1	The amount and currency of the Bid Security is Nu 25,000.00 Lump sum]
22.1	a) Unconditional bank gurantee issued by the financial institute in Bhutan; or
The state of the s	b) Demand draft in favour of Bhutan Power Corporation, Thimphu
TB 22.2	The Bid Security validity period shall be 30 days from the date of bid opening (i.e. till 10t April 2021).
	D. Submission and Opening of Bids
TB 23.1 TB 24.	In addition to the original of the Bid, the number of copies is: One (1) copy.  The identification of this bidding process is: BPC/ESD/2021/THE-2 dated 10 February
	2021 for the supply and Deliver of Miscellaneous Electrical Items.
TB 25.1	For Bid submission purposes only, the Purchaser's address is:
	Attention: Chief Manager,
	Address: ESD, BPC, Yarden Lam, Thimphu, Bhutan.
ITB 25.1	The deadline for Bid submission is:
	Date: 10 <sup>h</sup> March 2021 Date: Time: 12:00hours
ITB 29.1	The Bid opening shall take place at:
	Address: Chief Manager's Chamber, Divisional Corporate Office,
	Electricity Services Division, Bhutan Power Corporation Limited, Thimphu, Bhutan.
	Date: 10 <sup>st</sup> March 2021
viene i unice i i i e i e i e i e i e i e i e i e	Time: 15:00hours
	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. and the exchange rate shall be TT selling rate.
ITB 38.1 ITB 39.3 (a)	A margin of five percent (5%) Domestic Preference shall not apply.  Evaluation will be done as follows
<u> </u>	
<b>~</b> -	ndard Bidding Document Procurement of Goods

	Bids will be evaluated for each item and the Contract will comprise the lot(s) awarded to the successful Bidder. Items with alternative item price shall be rejected for that particular item.
	In case some items are not quoted for a particular lot, the corporation reserves the right to cost load the highest responsive rate of other bidders for the purpose of evaluation of that lot if it was determined that the non-quoted items are not a major component of the lot or do not form an integral element of the lot. Actual order shall however be done based on the lowest rate that has been quoted in that bid package.
TB 39.3	The adjustments shall be determined using the following criteria from amongst those set out in Section III, Evaluation and Qualification Criteria:
	(a) Deviation in Delivery schedule: Yes. [Clause 2.2 of Evaluation and Qualification Criteria (ITB 39.3 (e)]
	(b) Deviation in payment schedule: No.
	(c) The cost of major replacement components, mandatory spare parts, and service:  No.
	(d) The availability in Bhutan of spare parts and after-sales services for the equipment offered in the Bid: <i>No</i> .
	(e) The projected operating and maintenance costs during the life of the equipment: No.
	(f) The performance and productivity of the equipment offered: Yes. The performance warranty period for the equipment offered will be 12 months from the date of receipt.
ITB 39.6	Bidders shall be allowed to quote for one or more lots / items [refer to Section I Evaluation and Qualification Criteria for the evaluation methodology, if appropriate]
	F. Award of Contract
ITB 45.1	Quantity Variation is "Not Applicable" since it is frame work tender.
ITB 45.1	The signing of Contract Agreement will take place at:
11.11	Address: Chief Manager's Chamber, ESD, BPC, Thimphu, Bhutan.



Evaluatio	Criteria (ITB 39.3 (e))				
accordance	er's evaluation of a Bid may take into account, in addition to the Bid Price quoted in with ITB 16.6, one or more of the following factors as specified in ITB 39.3(e) and eferring 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/items, 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.				
2.2	Delivery Schedule (as per Incoterms specified in BDS)				
	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.				
2.3	Adjustment for Deviations from the Terms of Payments				
	Deviation from terms of payment as specified in special condition of contract sha not be permitted. All bids deviating from specified terms of payment will be treate as non-responsive.				
2.4	Contractual and Commercial Deviations				
	The cost of all quantifiable deviations and omissions from the contractual and commercial conditions shall be evaluated. The Purchaser will make its own assessment of the cost of any deviations for the purpose of ensuring fair comparison of Bids.				
	3. Multiple Contracts (ITB 39.6)				
3.1	The Purchaser shall award multiple contracts to the Bidder that offers the lowes 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:				
	c i the lowest-evaluated Bid for each lot, and C company				
	COSBOSING.				

		ii.	the price reduction per lot and the methodology for its application as offered by the Bidder in its Bid.			
WE STONE		4. Post qu	alification Requirements (ITB 41.2)			
4.1	After require accordincted	determining ed, the Purc	the lowest-evaluated Bid in accordance with ITB 40.1. If chaser shall carry out the post qualification of the Bidder in ITB 41, using only the requirements specified. Requirements not ext below shall not be used in the evaluation of the Bidder's			
	a.	a. Financial Capability				
		The Bidder shall furnish documentary evidence that it meets the following financial requirement(s): <i>Not Applicable</i> .				
	b.	The Bidde the follow	e and Technical Capacity or shall furnish documentary evidence to demonstrate that it meets wing experience requirement(s): ISO Certificate; list of previous elevant catalogues, test certificates, list of past performance s and manufacturer's profile for all new brands that are introduced			
The state of the s	c.	The Bidd Goods it	er shall furnish documentary evidence to demonstrate that the offers meet the following usage requirement(s): Not Applicable			





### **BIDDING FORMS**





## Contents

Bidder Information Form1
Joint Venture (JV) Partner Information Form2
Bid form3
Bid Security (Bank Guarantee)4
Manufacturer's Authorization5
Integrity Pact6
VPMS Acceptance Form7
Price Schedule

The same of the sa



### **Bidder Information Form**

atc			
ate:  nsert date (as day, month and year) of	Bid submission]		
d No.:			
d No.: usert number of bidding process]			
	Page	of	pages
. Bidder's Legal Name:	finse	ert Bidder's leg	gal name]
In the case of a Joint Venture Conso		) legal name of	feach party:
B. Bidder's actual or intended Country of	of Registration:f Registration]		
4. Bidder's Year of Registration:	[insert Bidde	er's year of reg	istration]
[insert Bidder's legal address in counties.]  5. Bidder's Authorized Representative	Information		
Name:	[insert Authoriz	ed Representat	ive's name]
Address:	[insert Authorized	l Representativ	e's Addressj
Telephone/Fax numbers:in	sert Authorized Representative	e's telephone/fa	ix numbers]
E-mail Address:	[insert Authorized Repre	esentative's e-n	nail address
7. Attached are copies of the following	ng original documents:  [check the box(es) of the at	tached original	l documents
☐ Registration of firm named in 1 ab	ove, in accordance with ITB 3	3.1.	
☐ In the case of a JV, letter of intent ITB 6.1 (e).	to form the JV, or the JV agre	ement, in accordance	rdance with
☐ Power of attorney authorizing the	signatory of the Bid to sign or	n behalf of the I	Bidder E
·	Carlotte Car		Company

# 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]

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

respectation and the second



	Bid Form
[The to its	Bidder shall fill in this form in accordance with the instructions indicated. No alterations format shall be permitted and no substitutions shall be accepted.]
	ation for Bid No.:  [insert date of Bid submission]  [insert number of IFB]  [insert number, if this Bid is for an alternative]
Invit Alte	rnative No.: [insert number, if this Bid is for an alternative]
To:_	ert complete name of the Purchaser]
	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 [insert number] days from the date fixed for the Bid submission deadline in accordance with ITB (insert Sub-Clause21.1), 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;
(į	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).
National Control of the Control of t	Standard Bidding Document  Standard Bidding Document

	The second state of the second	graph and the state of the stat		
(h)	We, including any subcont from eligible countries, viz nationality of the Bidder, it is a JV/C/A, and the nation	z: ncluding that of all par	ties that comprise the	act, have nationality [insert the Bidder if the Bidder
(i)	We have no conflict of int	terest pursuant to ITB	(Insert Sub-Clause 3.	2);
(j)	Our firm, its affiliates or part of the contract - has official regulations of Bh	not been declared incl		OI WILLIAM TARES
(k)	The following commission to the bidding process of Recipient, its full address the amount and currency	or execution of the C	each commission or g	
	Name of Recipient	Address	Reason	Amount
	We understand that this E notification of award, sha is prepared and executed  n) We understand that you that you may receive.	ill constitute a bilding.	written acceptance th contract between us,	
S	igned:	[insert signature of p	erson whose name an	d capacity are shown]
Iı	n the capacity of	[insert leg	al capacity of person	signing the Bid Form]
]	Name:	[insert com	plete name of person	signing the Bid Form]
Ī	Ouly authorized to sign th			
]	Dated on da	ay of		COCONTON.
**************************************	12 Standard Bidding	Document		Procurement of Goods

# Bid Security (Bank Guarantee)

[The Bank shall fill in this Bank Guarantee indicated.]	Form in accordance with the thist wellons
	anch or Office
[insert Bank's Name, and Address of Issuing Br	
- m. t	name and <i>Address of</i>
Beneficiary:	
Purchaser]	
Date:	
	We have
BID GUARANTEE No. :	[insert name of the Bidder]
been informed that (hereinafter called "the Bidder") has submitted	d to you its Bid dated (hereinafter called "the
(hereinafter called "the Bidder") has submitted	the execution
Bid") for	[insert name of
of	[insert IFB number] ("the IFB").
Tender   under Invitation for Bids No	
E whatere we understand that, according to	your conditions, Bids must be supported by a
Bid Guarantee.	
	Contraga of
At the request of the Bidder, we	[insert name of ou any sum or sums not exceeding in total an
Rank! hereby irrevocably undertake to pay y	ou any sum or sums not exceeding in total an [insert amount in figures]
amount of	of your first demand in writing accompanied by is in breach of its obligation(s) under the Bid
(finsart amount in words!) upon receipt by us	of your first demand in writing accompanied by
a written statement stating that the Bidder i	is in breach of its obligation(s) under the Bid
conditions, because the Bidder:	
	is a loo the Ridder in the
(a) has withdrawn its Bid during the period	d of Bid validity specified by the Bidder in the
Form of Bid; or	
	the period of Bid
(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	ne Contract; or (ii) fails or refuses to furnish the
Performance Security, if required, in ac	cordance with the Instructions to Bidders.
	CAR: 11- upon our receipt of copies
This guarantee will expire: (a) if the Bidder is	s the successful Bidder, upon our receipt of copies
of the contract signed by the Bidder and th	the Performance Security issued to you upon the ris not the successful Bidder, upon the earlier of
instruction of the Bidder; or (b) if the Bidder	r is not the successful Bidder, upon the earlier of the Bidder of the name of the successful Bidder;
(1) a sint of a conv of Vollt hollingation v	O IIIO DIGGOT OT THE
or (ii) Thirty days after the expiration of the	Bidder's Bid.
( )	must be received by us at this
Consequently, any demand for payment un-	der this guarantee must be received by us at this or before that
office on	or before
	- Land T
date	ne pariki
	Company / S
	200 000
3 Standard Bidding Document	Procurement of Goods
Januaru Diudiis	

# **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 Mr.Karma Chhopel, Chief Manager of Divisional Corporate Office representing the Bhutan Power Corporation Limited, Royal Government of Bhutan, hereinafter referred to as the "Employer" on one part, and (Name of bidder or his/her authorized representative, with power of attorney) representing M/s. (Name of firm.....), 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 and contract administration, 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, 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

<sup>7</sup> Contract administration, for the purpose of this IP, shall mean contract award, contract implementation; unauthorized sub-contracting and contract handing/taking over.

5 Standard Bidding Document

<sup>&</sup>lt;sup>6</sup> 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.

- 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.

- 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.

16 Standard Bidding Document

7.	Monitoring and Administration:
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- The respective procuring agency shall be responsible for administration and monitoring of the IP as per the relevant laws. 7.1
- d in

	OI this is a	
7.2	the relevant rules.	as per the arbitration mechanism contained in
abide	by it.	erstood the clauses of this agreement and shall
The p	parties hereby sign this Integrity Pact at (pl	ace) on (date)
	Affix Legal Stamp  PLOYER  D: [1] \$05001758	Affix Legal Stamp  BIDDER/REPRESENTATIVE CID:
Wi	tness:	Witness:
Na	me:	Name:
C	PID:	CID:



# **VPMS Acceptance Form**

▼:	
to its format shall be permitted and	accordance with the instructions indicated. No alterations look no substitutions shall be accepted.]
WHEREAS MESSRS (insert Nam	e of bidder) Having our registered office at
has submitted its old dated	Vendor Performance Management System of BPC or do
affirm as follows.	
System (VPMS) and we have Bidding Documents.	e no reservations to we
2. We agree to abide by all the pr	ovision of VPMS.
by Bhutan Power Corporation	to be assessed as per the vendor rating methodology adopted Limited.
and any action taken by Bhuta	ce, we accept the rating of Vendor Performance Index issued in Power Corporation Limited pursuant to the VPMS.
<ol><li>We shall be liable for any bre of VPMS.</li></ol>	ach of this undertaking and non-compliance to the provisions
Signature of Bidder	Signature of Witness
Date:	Date:

Child Managor Eleganical Onless Envision 2002, 2003, 75.000,200

Address: Contract No.:



### **Price Schedule Forms**

[The Bidder shall fill in these Price Schedule Forms in accordance with the instructions indicated. The list of line items in Column 1 of the **Price Schedules** shall coincide with the List of Goods and Related Services specified by the Purchaser in the Schedule of Supply.]

# Price schedule attached at the end of the Bidding Document





#### Part 2 - Schedule of Supply

#### Table of Contents

- 1. Delivery and Completion Schedule.....
- 2. Technical Specifications and drawings.....
- 1. Delivery and Completion Schedule
- a. The delivery period shall commence from the date of issuance of purchase order after signing the contract.

Lot No.	Description of Goods or Related Services	Required Arrival Date of Goods or Completion Date for Related Services
1	Lot 1: Electrical Misc. Items	7 working days
2	Lot 2: Civil Items	7 working days
3	Lot 3 Plumbing items.	7 working days
4	Lot 4 Painting Materials	7 working days
5	Lot 5: Tools	7 working days
6	Lot 6: other Misc. items	7 working days

Location / Destination as specified in BDS -Shall be ESD, BPC, Thimphu.



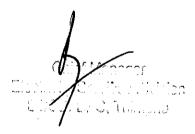
#### **PART 3- Contract**

#### Section VI. General Conditions of Contract

#### **Table of Contents**

1.	Definitions4
2.	Use of Contract Documents and Information
3.	Change Orders
4.	Contract Amendments
5.	Subcontracts6
6.	Country of Origin6
7.	Inspection and Tests
8.	Packing and Documents7
9.	Delivery and Documents
10.	Patent Indemnity8
11.	Performance Security
12.	Insurance9
13.	Warranty9
14.	Payment
15.	Contract Prices. 10
16.	Contract Execution Schedule and Extensions in the Supplier's Performance
17.	Liquidated Damages.
18.	Termination for Default

19.	Termination for insolvency	. 12
20.	Termination for Convenience.	12
21.	Resolution of Disputes	12
22.	Applicable Law	
23. 24.	Force Majeure	. 13
25.	Contract Language	. 13
26.	Taxes and Duties	. 14
27.	Waiver	. 14
28.	Limitation of Liability	14
29.	Export Restriction	. 14





### Section VI. General Conditions of Contract (GCC)

1.	Definit	iions
1.1	In th	is 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.
	(1)	"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 life International Chamber of Commerce (ICC) in Paris, France
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23 Standard Bidding Document

Disclosure to any such employed persons and to make use of any 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 chang 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 Schedu or both, and the Contract shall accordingly be amended. Any claims by the Supplier of the Supplier's receipt of the Purchaser's change order.		Use of Contract Documents and Information
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which were no included in the Contract shall be agreed upon the supplier for and shall not exceed the prevailing rates charged to other parties by the supplier for	3.2	for, the Supplier's performance of any provisions under the Contract, and the Contract Price or in the Delivery/Completion Schedule 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.
UMPERATION	3.3	which were no included in the Contract shall be agreed upon the supplier for and shall not exceed the prevailing rates charged to other parties by the supplier for

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.
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 an subcontractor(s), at point of delivery, and/or at the Goods' final destination, or in an subcontractor(s), at point of delivery, and/or at the Goods' final destination, or in an
	subcontractor(s), at point of delivery, and/or at the Goods find delivery subcontractor(s), at point of delivery, and/or at the Goods find delivery of another place in Bhutan as specified in SCC. Where conducted on the premises of another place in Bhutan as specified in SCC. Where conducted on the premises of another place in Bhutan as specified in SCC.
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	relevant reference IS documents of other relevant reference IS documents relevant relevant reference IS documents ref
7.3	As specified in SCC, whenever the Supplier is ready to carry out any such test and
7.5	As specified in SCC, whenever the Supplier is ready to carry to 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 the Purchaser or it's
	designated representative to attend the test and of
	The Purchaser shall reject any Goods or any part thereof that fail to conform to the
7.4	The Purchaser shall reject any Goods of any part thereof that The Purchaser shall reject any Goods of Specifications. The Supplier shall either rectify or replace such rejected Goods or Specifications. The Supplier shall either rectify or meet the Specifications at no cost
	Specifications. The Supplier shall either rectify of replace static stat
 	to the Purchaser, and shall repeat the test and Purchaser, upon giving a notice pursuant to Clause 7.3 above.
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7.5	The Purchaser's right to inspect, test and, where necessary, reject the Goods after  The Purchaser's right to inspect, test and, where necessary, reject the Goods after  The Purchaser's right to inspect, test and, where necessary, reject the Goods after  The Purchaser's right to inspect, test and, where necessary, reject the Goods after
1.3	The Purchaser's right to inspect, test and, where necessary, regular tested or waived by reason of the Goods' arrival in the Bhutan shall in no way be limited or waived by reason of the Goods' arrival in the Bhutan shall in no way be limited or waived by reason of the Goods' arrival in the Bhutan inspected, tested and passed by the Purchaser or
	the Goods' arrival in the Bhutan shall in no way be infined of the Purchaser or the Goods' having previously been inspected, tested and passed by the Purchaser or the Goods' shipment from the country of origin.
	the Goods' having previously been inspected, tested and provide its representatives prior to the Goods' shipment from the country of origin.
	11.4) - recariols are ready during the time of
7.6	The Supplier shall ensure that all the materials are feddy due to reasons which are inspection. In case the materials are to be re-inspected due to reasons which are inspection. In case the materials are to be re-inspected due to reasons which are inspection.
1 1 1	inspection. In case the materials are to be re-inspected due to the supplier, attributable to the supplier, the same shall be done at the cost of the supplier.
	attributable to the supplier, the same share
) 	Nothing in this Clause 7 shall in any way release the Supplier from any Warranty or
7.7	other obligations under the Contract.
	Other obligations under
8.	Packing and Documents
1	The Supplier shall provide such packing of the Goods as is required to prevent there are supplied to their final destination, as per the Contract.
8.1	The Supplier shall provide such packing of the Goods as is required to the Contract damage or deterioration during transit to their final destination, as per the Contract damage or deterioration during transit to withstand, without limitation, rough handling
:	damage or deterioration during transit to their final destination, rough handling  The packing shall be sufficient to withstand, without limitation, rough handling  The packing shall be sufficient to withstand, without limitation, rough handling  The packing shall be sufficient to withstand, without limitation, rough handling
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	during transit and exposure to extreme temperatures, sait the property during transit, and open storage. Packing case size and weights shall take into SERVICES transit, and open storage. Packing case size and weights shall take into SERVICES transit, and open storage.
:	the absence of heavy handling facilities at all points in transit
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	Procurement of Goods
	Standard Bidding Document  Procurement of Goods

	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, the Contract, including additional requirements, if any, specified in Section V, Schedule of Supply and in any subsequent instructions ordered by the Purchaser.
9. De	ivery 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.
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. I	ndemnity 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
	10.2, indemnify and hold harmless the Furchaser and all suits, actions or administrative 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.

27 Standard Bidding Document

10.3	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.  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.
	give the Supplier notice thereof, and any negotiations for the settlement of any such such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.  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.
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	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.
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4 0 4	The Purchaser shall indemnify and hold harmless the Supplier and its employees,
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	of any nature, including attorney's fees and expenses, which the support of any nature, including attorney's fees and expenses, which the support of any patent, utility suffer as a result of any infringement or alleged infringement of any patent, utility suffer as a result of any infringement copyright or other intellectual property right
	suffer as a result of any infringement or alleged infringement of any partial suffer as a result of any infringement or alleged infringement of any partial suffer as a result of any infringement or alleged infringement of any partial suffer as a result of any infringement or alleged infringement of any partial suffer as a result of any infringement or alleged infringement of any partial suffer as a result of any infringement or alleged infringement of any partial suffer as a result of any infringement or alleged infringement of any partial suffer as a result of any infringement or alleged infringement of any partial suffer as a result of any infringement or alleged infringement of any partial suffer as a result of any infringement or alleged infringement of any partial suffer as a result of any infringement or alleged infringement of any partial suffer as a result of any infringement or alleged infringement of any partial suffer as a result of any infringement or alleged infringement or alleged infringement of any partial suffer as a result of any infringement or alleged infringement or allege
 	model, registered design, trademark, copyright of other interference or otherwise existing at the date of the Contract arising out of or in registered or otherwise existing at the date of the Contract arising out of or in
; ; ;	registered or otherwise existing at the date of the Confident datasets registered or otherwise existing at the date of the Confident datasets registered or other documents or connection with any design, data, drawing, specification or other documents or connection with any designed by or on behalf of the Purchaser.
1	connection with any design, data, drawing, specific materials provided or designed by or on behalf of the Purchaser.
i ! !	
11. Pe	rformance Security
	s diffraction of contract
	The Supplier shall within fifteen (15) working days of notification of contract
11.1	The Supplier shall within fifteen (15) working days of normcarion of the award, provide Performance Security in the amount and currency specified in the
}	SCC.
-	BCC.
L	111
11.2	The proceeds of the Performance Security shall be payable to the Purchaser as
11.2	compensation from the Supplier's lattice to the purchaser for due
1	Contract. The Performance Security is a contract state Sympler fails without any
•	performance of the Contract and shall be the whole or part of a Contract or
	performance of the Contract and shall be forfeited if the Supplier teach performance of the Contract and shall be forfeited if the Supplier teach performance of the Contract or legal excuse, to perform any promises that form the whole or part of a Contract or legal excuse, to perform any promises that form the whole or part of a Contract or legal excuse, to perform any promises that form the whole or part of a Contract or legal excuse, to perform any promises that form the whole or part of a Contract or legal excuse, to perform any promises that form the whole or part of a Contract or legal excuse, to perform any promises that form the whole or part of a Contract or legal excuse, to perform any promises that form the whole or part of a Contract or legal excuse.
	any agreement without need of establishing
i 1 3	and Descriptive to be
	The Supplier shall cause the validity period of the Performance Security of extended for such period(s) as the contract performance may be extended pursuant
	extended for such period(s) as the
	to GCC Clause 16.2.
	The Performance Security shall be denominated in a currency (ies) of the Contract,
11.3	The Performance Security shall be denominated in a currency (165) of the or in a freely convertible currency acceptable to the Purchaser and shall be in one or in a freely convertible currency acceptable to the Purchaser and shall be in one or in a freely convertible currency acceptable to the Purchaser and shall be in one or in a freely convertible currency acceptable to the Purchaser and shall be in one or in a freely convertible currency acceptable to the Purchaser and shall be in one or in a freely convertible currency acceptable to the Purchaser and shall be in one or in a freely convertible currency acceptable to the Purchaser and shall be in one or in a freely convertible currency acceptable to the Purchaser and shall be in one or in a freely convertible currency acceptable to the Purchaser and shall be in one or in a freely convertible currency acceptable to the Purchaser and shall be in one or in a freely convertible currency acceptable to the Purchaser and shall be in one or in a freely convertible currency acceptable to the Purchaser and shall be in one or in a freely convertible currency acceptable to the Purchaser and shall be in one or in a freely convertible currency acceptable to the purchaser and shall be in one or in a freely currency acceptable to the purchaser and the
	or in a freely convention control
1	the following forms:
	(a) Unconditional bank guarantee issued by a reputable financial institutio
1	
!	in any other form acceptable to the Purchaser; or
1	III any other total
	Comment of the commen
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	(b)	Banker's Cheque/Cash Warrant; or
	(c)	Demand Draft.
1.4	If the ir located	nstitution issuing the Performance Security furnished by the Bidder is outside the Purchaser's country, the Performance Security shall be counter eed by a correspondent financial institutions located in the Purchaser's
1.5	The Pe	y to make it enforceable.  If to make it enforceable.  If to make it enforceable.  If the purchaser and returned to the reformance Security shall be discharged by the Purchaser and returned to the er not later than thirty (30) days following the date of completion of the er not later than thirty (30) days following the date of completion of the er not later than thirty (30) days following the date of completion of the er not later than thirty (30) days following the date of completion of the er not later than thirty (30) days following the date of completion of the er not later than thirty (30) days following the date of completion of the er not later than thirty (30) days following the date of completion of the er not later than thirty (30) days following the date of completion of the er not later than thirty (30) days following the date of completion of the er not later than thirty (30) days following the date of completion of the er not later than thirty (30) days following the date of completion of the er not later than thirty (30) days following the date of completion of the er not later than thirty (30) days following the date of completion of the er not later than thirty (30) days following the date of completion of the er not later than thirty (30) days following the date of completion of the er not later than th
12. I	nsurance	
12.1	of Co	Goods supplied under the Contract shall be fully insured in the currency intract against loss or damage incidental to manufacture or acquisition, portation, storage and delivery, in accordance with the applicable Incoterms or amanner specified in the SCC.
13.	Warranty	
13.1	will act o unde	Supplier warrants to the Purchaser that the Goods supplied under the Contract comply strictly with Contract and shall be free from defects arising from any or omission of the Supplier or arising from design, materials, and workmanship or normal use in the conditions prevailing in the country of final destinations.
13.2	(12) deli	ess otherwise specified in the SCC, the warranty shall remain valid for twelve months after the Goods, or any portion thereof, as the case may be, have been vered to and accepted at the final destination indicated in SCC.
13.3	The	e Purchaser shall notify the Supplier in writing stating the nature of any such
13.3	def dis Su	fects together with all available evidence thereof, promptly following the covery thereof. The Purchaser shall afford all reasonable opportunity for the pplier to inspect such defects.
13.4	SC	pon receipt of such notice, the Supplier shall, within the period specified in the CC repair or replace the defective Goods or parts thereof, at no cost to the archaser.
i		Company

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. Pa	yment
	Till de la
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. C	ontract 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
1 1 1	
16.1	Delivery of the Goods shall be made by the Supplier in accordance with the Contract
1 1 1 1	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:
	Company
	TO THE RESIDENCE OF THE PARTY O
30 c	andard Bidding Document Procurement of Goods
JU St	andard Bidding Document Procurement of Goods

	; (a)	Change in the Goods ordered by the Purchaser pursuant to GCC Clause
	(a)	3;
		or corvices, which are to be provided
	(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.
		i a constant de la c
16.3	The Su	pplier shall demonstrate to the Purchaser's satisfaction that it has used its
	1.1 4	deavors or overcome such causes for delay, and the parties will mutually deavors to mitigate or overcome such causes for delay.
16.4		thstanding GCC Clause 16.2 above, the Supplier shall not be entitled to an ion of time for completion unless the Supplier, at the time of such ion of time for completion unless the Supplier, at the time of such
	circum any de	elay that it may claim as caused by circumstances pursuant to GCC Clause
ı	the de	lay is due to the circumstances referred to by the Supplier.
17. I		Damages
17. I	Subje or to Purch from speci servi- up to	ct to GCC Clause 16, if the Supplier fails to deliver any or all of the Goods perform the Services within the period(s) specified in the Contract, the laser may without prejudice to its other remedies under the Contract, deduct the Contract Price, as liquidated damages, a sum equivalent to the percentage
 	Subje or to Purch from speci servi up to maxi pursi	ct to GCC Clause 16, if the Supplier fails to deliver any or all of the Goods perform the Services within the period(s) specified in the Contract, the laser may without prejudice to its other remedies under the Contract, deduct the Contract Price, as liquidated damages, a sum equivalent to the percentage fied in the SCC of the delivered price of the delayed goods or unperformed ces for each week or part thereof of delay until actual delivery or performance, a maximum deduction of the percentage specified in the SCC. Once the
17.1 18.	Subje or to Purch from speci servi up to maxi pursi	ct to GCC Clause 16, if the Supplier fails to deliver any or all of the Goods perform the Services within the period(s) specified in the Contract, the laser may without prejudice to its other remedies under the Contract, deduct the Contract Price, as liquidated damages, a sum equivalent to the percentage fied in the SCC of the delivered price of the delayed goods or unperformed ces for each week or part thereof of delay until actual delivery or performance, a maximum deduction of the percentage specified in the SCC. Once the mum is reached, the Purchaser may consider termination of the Contract lant to GCC Clause 18, Termination for Default.
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17.1 18.	Subje or to Purch from speci servi up to maxi pursu  Terminat	ct to GCC Clause 16, if the Supplier fails to deliver any or all of the Goods perform the Services within the period(s) specified in the Contract, the laser may without prejudice to its other remedies under the Contract, deduct the Contract Price, as liquidated damages, a sum equivalent to the percentage fied in the SCC of the delivered price of the delayed goods or unperformed ces for each week or part thereof of delay until actual delivery or performance, a maximum deduction of the percentage specified in the SCC. Once the mum is reached, the Purchaser may consider termination of the Contract lant to GCC Clause 18, Termination for Default.  Sion for Default  Thaser may, without prejudice to any other remedy for breach of Contract, be notice of default sent to the Supplier, terminate the Contract in whole or in
17.1 18.	Subje or to Purch from speci servi up to maxi pursi	ct to GCC Clause 16, if the Supplier fails to deliver any or all of the Goods perform the Services within the period(s) specified in the Contract, the laser may without prejudice to its other remedies under the Contract, deduct the Contract Price, as liquidated damages, a sum equivalent to the percentage fied in the SCC of the delivered price of the delayed goods or unperformed ces for each week or part thereof of delay until actual delivery or performance, a maximum deduction of the percentage specified in the SCC. Once the mum is reached, the Purchaser may consider termination of the Contract lant to GCC Clause 18, Termination for Default.  Sion for Default  These may, without prejudice to any other remedy for breach of Contract, be notice of default sent to the Supplier, terminate the Contract in whole or in
17.1 18.	Subje or to Purch from speci servi up to maxi pursu  Terminat	ct to GCC Clause 16, if the Supplier fails to deliver any or all of the Goods perform the Services within the period(s) specified in the Contract, the laser may without prejudice to its other remedies under the Contract, deduct the Contract Price, as liquidated damages, a sum equivalent to the percentage fied in the SCC of the delivered price of the delayed goods or unperformed ces for each week or part thereof of delay until actual delivery or performance, a maximum deduction of the percentage specified in the SCC. Once the mum is reached, the Purchaser may consider termination of the Contract lant to GCC Clause 18, Termination for Default.  Ion for Default  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 the contract and the contract of the contract of the contract of the contract of 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 the contract of the contract
17.1 18.	Subje or to Purch from speci servi up to maxi pursu  Terminat  The Purc written r part:	ct to GCC Clause 16, if the Supplier fails to deliver any or all of the Goods perform the Services within the period(s) specified in the Contract, the laser may without prejudice to its other remedies under the Contract, deduct the Contract Price, as liquidated damages, a sum equivalent to the percentage fied in the SCC of the delivered price of the delayed goods or unperformed ces for each week or part thereof of delay until actual delivery or performance, a maximum deduction of the percentage specified in the SCC. Once the mum is reached, the Purchaser may consider termination of the Contract lant to GCC Clause 18, Termination for Default.  Ion for Default  The Supplier fails to deliver any or all of the Goods within the Contract.  If the Supplier fails to deliver any or all of the Goods within the Contract.  If the Supplier fails to deliver any or all of the Goods within the Contract.
17.1 18.	Subje or to Purch from speci servi up to maxi pursu  Terminat  The Purc written r part:	ct to GCC Clause 16, if the Supplier fails to deliver any or all of the Goods perform the Services within the period(s) specified in the Contract, the laser may without prejudice to its other remedies under the Contract, deduct the Contract Price, as liquidated damages, a sum equivalent to the percentage fied in the SCC of the delivered price of the delayed goods or unperformed ces for each week or part thereof of delay until actual delivery or performance, a maximum deduction of the percentage specified in the SCC. Once the mum is reached, the Purchaser may consider termination of the Contract lant to GCC Clause 18, Termination for Default.  Son for Default  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 maximum deduction of percentage specified in GCC Clause 17 If after

* <b>*</b>	(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	shall for damages	To Clause 18.1 above, when the Contract is terminated for default, the Purchaser feit the Performance Security and deduct from the contract price, as liquidated, a sum equivalent to the percentage specified in the SCC of the delayed I price of the goods accepted by the Purchaser.
19.	Termina	tion for insolvency
19.1	Supplier otherwis	chaser may at any time terminate the Contract by giving written notice to the , without compensation to the Supplier, if the Supplier becomes bankrupt or e insolvent. Notwithstanding the above, such termination will not prejudice or y right of action or remedy, which has accrued or will accrue thereafter to the er.
20.	Termina	tion for Convenience
20.1	Contract terminat to which	rchaser may, by written notice sent to the Supplier, terminate the in whole or in part, at any time for its convenience. The notice of ion shall specify that termination is for the Purchaser's convenience, the extent a performance of work under the Contract is terminated, and the date upon which mination becomes effective.
20.2	Supplier	ods that are complete and ready for shipment within 30 (thirty) days after the s's receipt of notice of termination shall be purchased by the Purchaser at the prices and on the other Contract terms. For the remaining Goods, the Purchase et:
	: ` ′ :	To have any portion thereof completed and delivered at the contract prices and asper the Contract terms; and/or
	,	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	on of Disputes
21.1	informa	chaser and the Supplier shall make every effort to resolve amicably by direct I negotiation any disagreement or dispute arising between them under or in ion with the Contract.
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32 Standard Bidding Document

     ;	The Contract shall be governed by and interpreted in accordance with the laws of the
d re b s	ettled by Arbitration, the cost of Arbitration shall be conducted in accordance with the rules of procepecified in SCC.
]	The arbitrations proceedings shall be conducted in accordance with the rules of proce
j	The arbitrations proceedings shall be conducted in accordance with the rules of proce
ro b s	eferred to the proper court in Bhutan for adjudedation. The properties are inding on the parties if not appealed within 10 (Ten) working days. If the disputes a inding on the parties if not appealed within 10 (Ten) working days. If the disputes are inding on the parties of Arbitration shall be borne by both parties equally.
b s	inding on the parties if not appeared within 10 (16th) would be both parties equally. ettled by Arbitration, the cost of Arbitration shall be borne by both parties equally.
bi se	inding on the parties if not appealed within 10 (16th) would be both parties equally ettled by Arbitration, the cost of Arbitration shall be borne by both parties equally.
į	he arbitrations proceedings shall be conducted in accordance with the rules of pr
	pecified in SCC.
4	applicable Law
Bhut	an.
	Force Majeure
- 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 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 of such delay may be added to the time of performance of the obligation delayed.
	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 negligence or lack of care or other malfeasance on the part of the Supplier. Such emay include, but not be limited to, acts of the Purchaser in its sovereign capacity, we revolutions, fires, floods, epidemics, quarantine restrictions, strikes, riot, and freightenbargoes.
2	negligence or lack of care or other malfeasance on the part of the Supplier. Such emay include, but not be limited to, acts of the Purchaser in its sovereign capacity, we may include, fires, floods, epidemics, quarantine restrictions, strikes, riot, and freight

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.
<b>5.</b>	Contract Language
.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
<b>26.</b> 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.
}- <u></u>	Limitation of Liability
1 28.	Limitation of Zanata and Limitation of Zanata
28. 28.	Except in cases of gross negligence or willful misconduct:
	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
	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 oxclusion shall not apply to any obligation of the Supplier to pay liquidated

#### 29. Export Restriction

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 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.





# Section VII. Special Conditions of Contract

#### **Table of Contents**

1.	Definitions	2
2.	Inspection and Test	
3.	Packing and Documents	
4.	Delivery and Documents	
5.	Performance Security	3
6.	Insurance	3
7.	Warranty	. 3
8.	8.Payment	3
9.	Contract Prices	3
11.	Liquidated Damages	4
12.	Resolution of Disputes	4
	Taxes and Duties	4



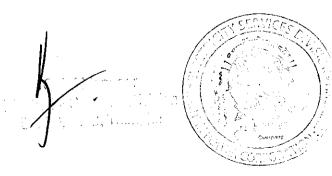


### Section VII. Special Conditions of Contract (SCC)

The following	ng Special Conditions of Contract (SCC) shall supplement the General Conditions of
Contract (GO	CC). Whenever there is a conflict, the provisions herein shall prevail over those in
the General	Conditions of Contract (GCC).
	nitions
GCC 1.1 (f)	The Purchaser is: Chief Manager Office, ESD, Bhutan Power Corporation Limited, Thimphu, Bhutan.
	The consignee is:
	The Chief Manager, Electricity Services Division, Bhutan Power Corporation Limited, Thimphu, Bhutan.
2. Insp	ection and Test
GCC 7.1	The inspections and tests shall be: Not Applicable
GCC 7.1	The hispections and tests shall be. Not applicable
GCC 7.2	Inspections and tests shall be conducted at: Not Applicable.
3. Pacl	king and Documents
GCC 8.2	The supplier shall pack all the Goods as is required to prevent damage or 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.
GCC 9.1	Details of Shipping and other Documents to be furnished by the Supplier are:
	<ul> <li>(i) Copies of the Supplier's invoice showing Goods" description, quantity, unit price, and total amount;</li> <li>(ii) Delivery Challan and truck receipt;</li> </ul>
	(iii) Manufacturer's or Supplier's warranty certificate; (iv) Certificate of Origin; (v) Packing List etc.
	OR
	For Goods supplied from outside the Purchaser's country (DDP):
	Upon shipment, the Supplier shall notify the Purchaser and Insurance Company by fax the full details of the shipment, including Contract number, description of Goods, quantity, the vessel, the bill of lading number and date, port of loading, date of shipment, port of discharge, etc. The Supplier shall mail the following documents to the Purchaser, with a copy to the Insurance Company:
	(i) copies of the Supplier's invoice showing Goods' description, quantity, uni price, and total amount;  (ii) pricinal and two copies of the pagetiable class of the pagetiable.
1 1 1	(ii) original and two copies of the negotiable, clean, on board bill of lading marked "freight prepaid" and two copies of nonnegotiable bill of lading; or
	delivery challan or truck receipt railway receipt;
1	activery character of a west coorporation, see any

37 Standard Bidding Document

	(iii)copies of the packing list identifying contents of each package;
	(iv) insurance certificate;
	(v) Manufacturer's or Supplier's warranty certificate; (vi) certificate of origin.
	The above documents shall be received by the Purchaser at least 21 days before arrival of the Goods at the port or place of arrival and, if not received, the Supplier will be responsible for any consequent expenses.
GCC 9.2	The meaning of the trade terms shall be as prescribed by Incoterms 2010.
GCC 9.3	The version of Incoterms shall be: 2010.
5. Peri	formance Security
GCC 11.1	The amount of Performance Security shall be: 10% of the contract value based on the tentative quantity.
GCC 11.5	Discharge of Performance Security shall take place: As indicated in GCC Sub-Clause 11.5
6. Inst	irance
GCC 12.1	The insurance coverage shall be as specified in the Incoterms 2010.
7. Wa	rranty
GCC 13.2	The period of validity of the Warranty shall be: Twelve (12) months
	For the purposes of the Warranty the place(s) of final destination(s) shall be:
	Electricity Services Division, BPC, thimphu, Bhutan.
1 1 1 1 1 1	<u>Or</u>
	As a proof of performance warranty, the purchaser will not release the 10% performance security (for a period not exceeding twelve (12) months after delivery of all materials) that will be deposited by the supplier at the time of signing contract until the time the materials supplied have been successfully field tested and proven their quality.



#### **Payment**

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 GCC 14.1 of payment transfer and transfer charges lie on the Suppliers.

Undertaking letter from routing of payment through the Banks (if the payment is not through Letter of Credit) shall not be issued.

Full payment shall be released within thirty (30) days after delivery of goods to the respective consignee as mentioned in Clause 1 of the Special Conditions of Contract and to the full satisfaction of Purchaser.

**Contract Prices** The prices charged for the Goods supplied and the related Services performed shall GCC 15.2 not be adjustable.

#### Liquidated Damages 10.

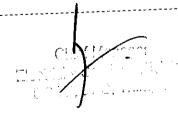
The liquidated damages shall be: 1 % per week GCC 17.1

The maximum amount of liquidated damages shall be: 10 % of the contract value. GCC 17.1

#### **Taxes and Duties** 12.

## GCC 26.1 Pursuant to GCC 26.1

- a. Purchaser shall not be responsible and liable for the reimbursement/payment of taxes and duties if applicable taxes are not included in the price schedule. Bidders are also required to check with Department of Revenue and Custom, Ministry of Finance, Thimphu Bhutan / for exact Tax Rates for goods offered from India/Third Countries;
- 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
- c. Tax Deducted at Source (TDS) shall be as per the regulations of Ministry of Finance, Bhutan.

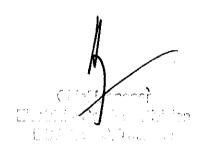




# Section VIII. Contract Forms

# Table of Contents

Contract Agreement2	
Performance Security	
Bank Guarantee for Advance Payment	5





	Contract Agreement
THIS CON	TRACT AGREEMENT made on the[insert number] day[insert month], [insert year],
	BETWEEN
[Insert con Corporatio	nplete name of Purchaser] of
Purchaser'	) of the one part and
	[insert name of Supplier], a corporation  ted under the laws of [insert: country of Supplier] and  principal place of business at [insert
address of	f Supplier] (hereinafter "the Supplier") of the other part.
WHERE	AS the Purchaser is desirous that certain goods be provided by the Supplier, viz.,
Schedule) of those C Contract	rief Description of Goods, as identified in the Bid Form and Price [(hereinafter "the Goods") and has accepted a Bid by the Supplier for the provision [insert] [Insert] [Price in Words and Figures] [South ONEs]
NOW TI	HIS 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

Goods

- This Contract shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.
- 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]
	finsert_title or other appropriate designation]
I de a proconce of	[insert signature]
In the presence of	[insert identification of official witness]
For and on behalf of the Supplier	
Signed: [insert signatur	re of authorized representative(s) of the Supplier]
In the capacity of	finsert_title or other appropriate designation]
In the presence of	[insert signature]
	[insert identification of official witness]
3 Standard Bidding Document	Procurement of

# **Performance Security**

structions indicated]	of Rid submission]
ate:	[insert date (as day, month, and year) of bid storms
FB No. and title:	[insert date (as day, month, and year) of Bid submission] [insert no. and title of bidding
process]	
0.00	[insert complete name of Guarantor]
ank's Branch or Office	[insert complete name of Purchaser]
Seneficiary:	
PERFORMANCE GUARANTE	E No.:
- 7400 12217	mhori
xx 1 been informed that	[insert complete name of Supplier]
harsinafter called "the Supplier") 1	[insert complete name of Supplier] has entered into Contract No [insert number] hert day and month], [insert year] with you, for the supply of
lated[ins	has entered into Contract No[Insert namely of ert day and month], [insert year] with you, for the supply of
	I (Levelingter called "the Contract").
[description of Goods and related	Services] (hereinafter called "the Contract").
Earthormore, we understand that, a	according to the conditions of the Contract, a Performance
0 1 0 m00311#90	
	hereby irrevocably undertake to pay you any sum(s) not finsert amount(s) <sup>8</sup> in figures and words] upon receipt by us of
At the request of the Supplier, we	hereby irrevocably undertake to pay you any sum(s) not finsert amount(s) <sup>8</sup> in figures and words] upon receipt by us of gring the Supplier to be in default under the Contract, without aring the Supplier to be in default under the Contract, without
ov ceedinσ	I could under the Contract, William
your first demand in writing decla	ring the Supplier to be in default under the Conduct, and or the to prove or to show grounds or reasons for your demand or the
cavil or argument, or you needing	to brove or to one B
sum specified therein.	ter than the[insert number] day of[insert year], and any demand for payment under it must be[insert year], and any demand for payment under it must be[insert year], and any demand for payment under it must be[insert year].
This Guarantee shall expire no lat	ter than the Insert number it must be
[insert month]	[insert year], and any demand for payment under to inter-
received by its at this office on or	7 : manage to the Pitrchasti S
Guarantee for a period not to exc	before that date. We agree to a one this experience of the Purchaser's seed [six months] [one year], in response to the Purchaser's much request to be presented to us before the expiry of the
written request for such extension	n, such request to be presented to us before the expiry of the
Guarantee.	
	SERVICES A
[Signatures of authorized repre	sentatives of the bank]
[Bigitation of the	GGG attack the correspondition of the Contract
8 The Bank shall insert the amount(s) specified t	in the SCC and denominated, as specified in the SCC, either in the currency (les) of the Contraction the Purchaser.
or a freely convertible currency acceptable	le to the Purchaser. Conditions of Contract ("GCC"). The Purchaser should note that in the event of an extension chaser would need to request an extension of this Guarantee from the Bank_Such request must
9 Date outsblished in accordance with General	Conditions of Contract ("GCC"). The Purchaser should note that in the even space of the Conditions of Contract ("GCC"). The Purchaser should need to request an extension of this Guarantee from the Bank. Such request must expiration date established in the Guarantee.
the time to perform the Contract, the Pure	
the time to perform the Contract, the Purc in writing and must be made prior to the	expiration date established in the Gally Mice.
the time to perform the Contract, the Purc in writing and must be made prior to the	Procurement of

# Bank Guarantee for Advance Payment

The bank, as requested by the successful Bi	idder, shall fill in this form in accordance with the	
nstructions indicated.]  Date:[inso	sert date (as day, month, and year) of Bid submission finsert number and title of bidding process	ı] s]
FB No. and title:	finsert number and title of bidding process	'J
「hank's letterhead]		
Beneficiary:	[insert legal name and address of Purchaser]	
<b>ADVANCE PAYMENT GUARANTEE</b> I [insert Advance Payment Guarantee no.]	No.:	
	[insert legal name and address of[insert complete name defined "the Supplier") has entered into Contract No.  number] dated[insert]	ne
bank], have been informed that	d "the Supplier") has entered into Contract No.	
and address of Supplier [ (hereinafter called	number 1 dated[insert	
date of Contract] with you, for the supply Goods to be delivered] (hereinafter called	of[insert types of	L.
Furthermore, we understand that, according payment is to be made against an advance	ng to the conditions of the Contract, an advance payment guarantee.	
figures and words] upon receipt by us of y is in breach of its obligation under the Corfor purposes other than toward delivery of	nt under this Guarantee to be made that the advance	lier nt
payment referred to above must have been	[insert number and domicile of the account]	
the Supplier under the Contra	full effect from the date of the advance payment act until [insert date <sup>11</sup> ]. We a	.gree
to a onetime extension of this Guarantee	for a period not to exceed	ch
[six months] [one year], in response to the request to be presented to us before the ex	ne Purchaser's written request for such extension, such expiry of the Guarantee.	
[signature(s) of authorized representativ		
or a freely convertible currency acceptable to the 1 m.	quest an extersion of this Guarantee from the bank. Such request must be in v	thur.
5 Standard Bidding Document Goods	Procurement of	

### Schedule of Supply Items

Lot 1: Electrical Misc. Equipment

<b>l</b> #	Description	unit	qty
1	HRC Din type fuse, 315A Size 1	No	
2	HRC Din type fuse, 400A Size 2	No	
3	HRC Din type fuse, 500A Size 3	No	
4	HRC Din type fuse, 630A Size 4	No	
5	HRC fuse Base 315 Amp Din Type	No	
6	HRC fuse Base 400 Amp Din Type	No	
7	HRC fuse Base 500 Amp Din Type	No	
8	HRC fuse Base 630 Amp Din Type	No	
9	Ampere tape, (25x19.5) mm	No	
10	Nickle coated Al Bus Bar, 400 Amps bar	No	
11	Nickle coated Al Bus Bar, 630 Amps bar	No	
12	Al.Terminal Lugs 400sqmm	No	
13	Al.Terminal Lugs 300sqmm	No	
14	Al.Terminal Lugs 240sqmm	No	
15	Al.Terminal Lugs 185sqmm	No	
		No	
16	Al.Terminal Lugs 150sqmm  Al.Terminal Lugs 120sqmm	No	
17		No	<del>                                     </del>
18	Al. Terminal Lugs 95sqmm	no	
19	Al. Terminal Lugs 70sqmm	no	<del>                                     </del>
20	Al.Terminal Lugs 50sqmm	no	<del>                                     </del>
21	Al.Terminal Lugs 35sqmm	No	<del> </del>
22	Emery tape	no	<del>                                     </del>
23	door Bell, operated with pencil battery	no	<del>                                     </del>
25	LED Bulb, 18 W, Pin type	no	E300
26			
27		no	
28		no no	1 7
29	<del>-</del>	No list	3/3
30		no	Cempany
31	Emery paper Ferrules, Al, 10 sq. mm	no	

	120	no	
	errules, Al, 120 sq. mm	no	
	errules, Al, 150 sq. mm	no	
	Perrules, Al, 16 sq. mm	no	
	Ferrules, Al, 185 sq. mm	no	
	Ferrules, Al, 240 sq. mm	no	
	Ferrules, Al, 25 sq. mm	no	
	Ferrules, Al, 300 sq. mm	no	
	Ferrules, Al, 35 sq. mm	no	
	Ferrules, Al, 400 sq. mm	no	
	Ferrules, Al, 50 sq. mm	no	
	Ferrules, Al, 70 sq. mm	<del> </del>	
	Ferrules, Al, 95 sq. mm	no	
45	socket outlet (Roma)16/20 Amps	no	
46	Switch socket combined with box (Anchor)16 Amps	no	
47	Switch 10/20 Amps (Anchor) 1 way	no	
48	Flexible Wire, 0.75 sqmm, PVC	roll	
	M.S saddle 32mm	Pkt	<del> </del>
50	MCB 40Amps	no	<b> </b>
51	DP 40 Amps	no	
52	DP 63Amps	no	
53	TPN MCCB 63 Amps	no	<b> </b>
54	M.S. Nuts & Bolts, 16x35 mm	no	<u> </u>
55	Multi Plug (Anchor)5 Flat, 16 Amps	no	<u> </u>
56	Penden Holder, 230 V, PVC	no	<u> </u>
57	Batten Holder,230 Amps,PVC	no	<u> </u>
58	CPVC Cassing Capping 32mm(6m) length	no	
59	CPVC Cassing Capping 32mm(Tee/junction/cross/interior/exterior	Pkt	
57	langle		<del> </del>
60	PVC Conduit junction box, 3/4" (1,2,3 way	no	<del>                                     </del>
61	PVC Conduit Tee 3/4"	no	<del> </del>
62	PVC Conduit Angle 3/4"	no	
63	Ceiling Bell, operated with pencil battery	no	<u> </u>
64	1.1 KV grade,PVCCu.wire 4sqmm	roll	
65	1.1 KV grade,PVCCu.wire 2.5sqmm	roll	
66	1.1 KV grade,PVCCu.wire 1.5sqmm	roll	
67	1.1 KV grade,PVCCu.wire 6 sqmm	roll	
68	1.1 KV grade,PVCCu.wire 10 sqmm	roll	
69	1.1 KV grade, PVCCu. wire 1 sqmm(single strain)	roll	
	11.071.0	kg	JEWES //
70 71	Al.Arm Cable 4X95 sqmm	roll .	1 12
		foll	
	ALAIM Caule 4X10 squar	roll	
72	Al Arm coble 2Y6 samm	1 1 1 0	
72 73		toll	is is
72 73 84	Al.arm UG cable 2X35 sqmm		<del></del>
72 73	Al.arm UG cable 2X35 sqmm  Al.Armoured UG cable 4x16sqmm	toll	<del></del>

	PVC Insulation tape, (Red, Yellow, Blue & Black), Best Quality	roll	
	PVC insulation tape, (Red, Tenow, 230 V	no	
78	Starter for Tube Light, 40 W, 230 V	no	
79	Three Pin Plug(Anchor) 16 A, 230 V	no	
80	Tube rod 4'long 40 Watt	no	
81	Tube rod 2' long 20 Watt	<del> </del>	
82	LED Tube ftg with tube 4' long	no	
83	CRC spray	no	
	Welding Rod (10mm)		
84	Silica gel	kg	
85	Nickle coated double compression gland 82 mm dia	set	<del> </del>
	Nickle coated double compression gland 80 mm dia	set	
86	Heavy duty aluminum ladder 24' feet folding type	no	
87	Heavy duty aluminum lauder 24 feet folding type	no	
88	Heavy duty aluminum ladder 36 feet folding type	no	<del></del>
89	Heavy duty aluminum ladder 40feet folding type	no	<del> </del>
90	Heavy duty aluminum ladder floor trap type 9 feet long		+





## Lot 2: Civil Misc. Equipment

l.No.	Item Description	Unit	
	Sand Paper, 60 for wood work	pc	
	Sand Paper, 80 for wood work		
2	Sand Paper, 100 for wood work	рс	
	Sand Paper, 120 for wood work	рс	
	Sand paper, 120 for steel	pc	
	Sand Paper, 80 for steel	рс	
	Sharpening Stone, Medium size	no	
	Wire Nail, 3"	kg	
	Nail 1"	kg	
	Nail 3"	kg	
	Nail 1/2"	kg	
	Nail 4''	Kg	
	Wire mash, 4"	sqft	
_	Gypsum screw,1/2"	pkt	
	Gypsum screw,1"	pkt	
	Wooden Screw, 1"	pkt	
	6 Wooden Screw, 3/4"	pkt	
	Wooden Screw, 1.5"	pkt	
	CGI Sheet, 4' long, 0.5mm thick (JINDAL)	bundle	
10	CGI Sheet, 4' long, 0.5mm thick (JINDAL)	bundle	
	CGI Sheet, 8' long, 0.5mm thick (JINDAL)	bundle	
	CGI Sheet, 8' long, 0.5mm thick(JINDAL)	bundle	
	2 CGI Sheet, 10'Long 0.5mm thick(JINDAL)		
2.	3 CGI Sheet 12',Long 0.5mm thick(JINDAL)		
		pc	
	Transparent Sheet, 4'x8'long	no	
	5 Pati	kg	
	2 Rein Force bars 6mm to 16mm	no	
	3 Plywood 4mm commercial ply	no	
	4 Plywood 6mm commercial ply	no	
	5 Plywood 12mm commercial ply	no	
	6 Plywood 16mm commercial ply	no	
	JK wall putty, 40kg	No	
	28 Tarpuline sheet 9'x12'		
	29 Al.sheet 0.5mm thick	kg	
3	30 Boulders		VICES
3	River sand	cft /	<u> </u>
3	32 Crush sand	cff >	12 12 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
	33 Cement	cft /	1 3
	34 Aggregate 20mm	cft 2	1 1 / 1/
	35 Bricks(class-I)	pc	оприн
	36 Chain link 4swg 6' long	sqft	0.00

Chican pagor Bushida Sangua Divisia Dasa Basa Marana

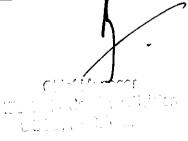
## Lot 3:Plumbing Materials

.No.	Item Description	Unit	Qty
1	Barrel Nipple R/socket, 2"x1.5"	no	
2	Barrel Nipple, 2"x6"	no	
3	Barrel Nipple, 3"x1.5"	no	
4	Brass Gate Valve, 1/2"	no	
5	WC European Pan	Set	
6	WC Indian pan	no	
7	Camry for masonry, Medium size	no	
8	Toilet mirror	no	
9	Clip for Hose pipe , 1/2"	no	
10	Elbow for HDPE pipe, 150 mm dia.	no	
11	Flexible Pipe, 1/2"	Roll	
12	G.I Bend, 1/2"	no	
13	G.I pipe, 2"x 6 m	no	
14	G.I Pipe, 15mm	mtr	
15	G.I Pipe, 20mm	No	
16	G.I Pipe, 25mm	No	
17	G.I Pipe, 32mm	No	
18	G.I pipe, 100 mm (dia 4"), ( Length of 6 mtr.)	no	
19	G.I pipe, 150 mm (dia 6"), (Length of 6 mtr.)	no	
20	G.I pipe socket 150 mm dia.	no	
21	G.I Tee, 15mm	no	. W
22	G.I Tee, 20mm	No	
23	G.I Tee, 25mm	No	
24	G.I Tee, 32mm	No	
25	G.I Tee, 40mm	No	
20	G.I Tee, 50mm	No	N SERVICES
2	7 GI elbow 15mm	No /	1
28	B GI elbow 20mm	No (iii)	
2!	GI elbow 25mm	No S	

30	GI elbow 32mm	No	
31	GI elbow 40mm	No	
32	GI Elbow 50mm	No	
33	G.I Socket 15mm	No	
34	G.I Socket 20mm	No	
35	G.I Socket 25mm	No	
36	G.I Socket 32mm	No	
37	G.I Socket 40mm	No	
38	G.I Socket 50mm	No	
39	G.I Union 32mm	No	
40	G.I Union, 50mm	No	
	G.I Union, 40mm	No	
	G.I Union, 20mm	No	_
43	G.I Union, 25mm	No	
	G.I Union, 15mm	No	
	GI Hexa Nipple 15mm	No	
	GI Hexa Nipple 20mm	No	
	GI Hexa Nipple 25mm	No	
	GI Hexa Nipple 32mm	No	
	GI Hexa Nipple 40mm	No	
	GI Hexa Nipple 50mm	No	_
	l GI barrel Nipple 15mmx4"	No	
	2 GI barrel Nipple 20mmx4"	No	
	3 GI barrel Nipple 25mmx4"	No	
	4 GI barrel Nipple 15mmx6"	No	
	5 GI barrel Nipple 20mmx6"	No	
	6 GI barrel Nipple 25mmx6"	No	_
	7 GI barrel Nipple 15mmx4"	No	
	58 Leveling Metal Sheet for Cement Concrete, Rusa no: 10	No VIEW	_
	59 Leveling Pipe, 6 mm	mtr /S 63	<del>?</del>
		no /	y- 3
	Mason Thread, Ball type		

61	M-Seal, Good Quality, Small	pk	
l		no	
	G.I Reducer, 3/4"X1/2"	<del></del>	
	Socket for HDPE pipe 150 mm dia.	no roll	
	Thread Seal Tape, P.T.S.E.	<del> </del>	
	PVC Hose Pipe for wash basin	no	
66	Wire brush, Big size	no	
	PVC pipe 110mm	no	
68	PVC pipe 75mm	no	
69	PVC pipe 50mm	no	
70	PVC Door bend 110mm	no	
71	PVC Tee 110mm	no	
72	PVC Socket 110mm	no	
73	PVC band 75mm	no	
74	PVC Tee 110mm	no	
75	PVC socket 75mm	no	
	CPVC pipe 15mm(6m long)	рс	
	CPVC pipe 20mm(6m long)	рс	
	CPVC pipe 25mm(6m long)	no	
	CPVC pipe 32mm(6m long)	no	
	CPVC Tee, 20mm	no	
	CPVC Tee, 25mm	no	l
	CPVC Tee, 32mm	по	
	3 CPVC Tee, 40mm	no	
	CPVC Tee, 50mm	no	
	5 CPVCelbow 15mm	no	
	6 CPVC elbow 20mm	no	
	7 CPVC elbow 25mm	no	
	8 CPVC elbow 32mm	no	
	9 CPVCelbow 40mm	no	
	0 CPVCElbow 50mm	no	
	1 CPVC Socket 15mm	no	
		no	
	2 CPVC Socket 20mm	no	
	3 CPVC Socket 25mm	no	
	4 CPVC Socket 32mm	no	<del>                                     </del>
	25 CPVC Union 15mm	no	
	6 CPVC Union 20mm	no	<del>                                     </del>
	77 CPVC Union 25mm	no	<del>                                     </del>
	08 CPVC Union 32mm	no no	
	OPVC Gate Valve 20mm	no	<del>                                     </del>
	00 CPVC Gate Valve 25mm		<u> </u>
	01 CPVC Gate Valve 32mm	no no	(SERVICES ON
	02 Brass Bib Cock 15mm	no 🤼	
	03 Brass Bib Cock 15mm	no ///	
	04 Brass Bib Cock 20mm	no li s	# 33
1	05 Brass Bib Cock 25mm	no C	1 100 100 100 100 100 100 100 100 100 1
			Cempany

106 Brass Bib Cock 32mm	no	
107 CPVC Bib Cock 15mm	no	
108 PVC Connection Pipe 24" long	no	
109 PVC sink coupler	no	
110 Wall misture(std)	no	
111 Sink mixture(std)	no	
112 HDPE Pipe 15mm(90m)	roll	
113 HDPE Pipe 15mm(55m)	roll	
114 HDPE Pipe 25mm	roll	
115 HDPE Pipe 32mm	roll	
	roll	
116 HDPE Pipe 50mm	m	_
HDPE Pipe 110mm(6m	m	
117 HDPE Pipe 150mm(6m piece)	m	
118 HDPE Pipe 240mm(6m)	cft	_
119 Penal glass 6 mm	kgs	
120 Fevicol	no	
121 Latch 4"	no	
122 Latch 6"		_
123 Sliding bolt 4"	no no	_
124 Sliding bolt 6"	sqft	
125 Wall tiles		
126 Wash basin with pedistal	no	
127 Floor trap	no	
128 G.I Tank Nipple ¾"	no	
129 G.I Tank Nipple 2"	no	
130 GI Mainhole cover	no	
131 PVC Reducer Socket 4"X3	no	_
132 PVC gutter 180mm	set	
133 PVC socket 110mm	no	
134 PVC elbow 110mm	no	
135 MS flate 40X6mm	no	
136 MS Rod		





Lot 4: Painting materials

Sl# Description	unit	qty
1 Paint brush (2")	pc	
2 Paint brush 4"	рс	
3 Paint brush 6"	pc	
4 Rolling Paint brush (4")	pc	
5 Rolling Paint brush 6"	pc	
6 Pen Brush, no: 12	pc	
7 Tarpin oil,	1tr	
8 Dry distemper	kg	
9 Acnylic washable distemper	ltr	
10 Water proofing cement primer	ltr	
11 Synthetic red lend primer	ltr	
12 Red Oxide metal primer,	ltr	
13 White primer for wood	ltr	
14 Forest Green Paint, (metallic)	ltr	
15 Smoke Gray Paint, (metallic)	ltr	
16 Glossy paint	ltr	
17 Aluminum paint with paste	ltr	
18 White Cement	kg	
19 White wood paint	ltr	
20 Touch Wood	ltr	
21 Pink primer for wood	ltr	

Lot 5: Tools

Description	Unit	Qty
	No.	
Gas heating troch with high pressure regulator and pipe		
Portable hand crimping tools 1mm - 6mm	Set	
	Set	
	no	
	Set	
	set	
	set	
	No.	SENVICES
Long Nose Plier, 8" Taparia	/	
Compression pliar, 12"Taparia	no //	
Compression pliar, 8" Taparia	no	
	Manually operated crimping tools 16mm - 400mm die  Electronic welding machine 200A 1phase heavy duty  Socket Wrench set(6mm-32mm)  Ring wrench set (6mm to 32mm)  Dial Wrench,set (6mm to 32mm)  Long Nose Plier, 8" Taparia  Compression pliar, 12"Taparia	Gas heating troch with high pressure regulator and pipe  Portable hand crimping tools 1mm - 6mm  Set  Manually operated crimping tools 16mm - 400mm die  Electronic welding machine 200A 1phase heavy duty  Socket Wrench set(6mm-32mm)  Ring wrench set (6mm to 32mm)  Dial Wrench,set (6mm to 32mm)  Long Nose Plier, 8" Taparia  Compression pliar, 12"Taparia

11	Battery operated torque wrench 18.5V heavy duty	no	
12	Ring wrench 36 mm	no	
	Ring wrench 42 mm	no	
13		mtr	
14	Drill Bit, 10 mm (Concrete)	Set	
15	Drill Bit, 8 mm (Concrete	no	
16	Drill bit,6mm (m.s)	no	
17	Drill bit 4mm(m.s)		
18	Drill Bit, 12 mm (MS)	no	<u> </u>
19	Drill Bit, 10 mm (MS)	no	
20	Drill Bit, 8 mm (MS	no	
21	Drill bit 6mm(concrete)	no	\
$\frac{21}{22}$	Drill bit 4mm(concrete)	no	
	Flat file 1"	no	
	411	no	
24		no	_
25			
	Hack saw blade, 12'X1/2", Double	pc	
26	Hacksaw blade, 12' X 1/2", single		
26	6 Hacksaw Frame, 12"	no	
$-\frac{1}{2}$	7 Half Round File, 1/2"	no	
2	8 Measurement Tape, 30 m, water proof	no	
2	100	no	
<u> </u>	Measuring Tape, 50 m,	no	
L		no	
L		no	
3	Neon Tester, 500v	kg	
	Nylon rope, 1	kg	
	34 P.P rope, 3/4		
<u> </u>		no	
	25 Pilot Spray Gun, P.59, Best Quality	ì	1 _

35	Pilot Spray Gun, P.59, Best Quality	no
36	Pipe Wrench, 12"	no CEGIVIE
$-\frac{30}{37}$	Pipe Wrench, 25"	Set
38	Screw Driver flat headed, 10", Taparia	no ///
39	Screw Driver flat headed, 8", Taparia	no
	The state of the s	Company

10 S	Screw Driver four headed, 10", Taparia	no	
	Screw Driver four headed, 8", Taparia	no	
		Sets	
42	Detacchable screw driver, 5 pcs, with tester	no	
43	Side Cutting Plier,8", Taparia	110	
48	Adjustable Wrench, 10", Taparia	no	
	Adjustable Wrench, 12" Taparia	no	
		no	
50	Pipe Wrench, 12"	no	
51	Pipe Wrench 18"	no no	
52	Axe 3kg	pc	
53	Crow bar 25mm,5' long	PC	
54	Patang heavy duty	pc	
55	Sickle(big)		<del> </del>
56	Shovel	pc	
		pc	
57	Trowel(big)	pc	
58	Trowel(medium)	pc	
59	spade		
	Torgue wrench set(16" to 32")	set	<u> </u>
	Angle cutter 4"	no	
L		no	
	Rod cutter machine 14"	no	<del></del>
<u> </u>	Rod cutter machine 4"		
<b> </b>	Grinding blade 4"	1	

## Lot 6: Other Misc. Items

	Unit	
Description		<del> </del>
M.S angle(50x50x6mm)	Kg	<u> </u>
M.S angle 75X75X6mm	kg	
GI chain link 8 SWG(6' height)		<u> </u>
Drendrite (1ltrs)	ltr 	<u> </u>
Heavy duty plastic Jar(jerkin), 10 ltrs, heavy duty	no	
Heavy duty plastic Jar(jerkin), 20 ltrs, heavy duty	no 	
Marking Cloth,	mtr	
Caution Tape,		150
	sqm	
	GI chain link 8 SWG(6' height)  Drendrite (1ltrs)  Heavy duty plastic Jar(jerkin), 10 ltrs, heavy duty  Heavy duty plastic Jar(jerkin), 20 ltrs, heavy duty  Marking Cloth,  Caution Tape,	M.S angle(50x50x6mm) kg  M.S angle 75X75X6mm kg  GI chain link 8 SWG(6' height) ltr  Drendrite (1ltrs) ltr  Heavy duty plastic Jar(jerkin), 10 ltrs, heavy duty no  Heavy duty plastic Jar(jerkin), 20 ltrs, heavy duty mr  Marking Cloth, mtr  Caution Tape, Roll

		mtr	
10	Rubber Hose pipe, 1/2 " dia		
	Salt (for earthing purpose)	kg	
11		kg	
12	Sika Power for quick setting		<del> </del>
13 Bucket 50 ltrs	Bucket 50 ltrs	no	<u> </u>
		Pkt	
14	Bucket 20 ltrs	tin	
15	Dust bin with lid and wheel 100 ltr		





