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Bhutan Power Corporation Limited

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

Registered Office, Thimphu

Distribution Services

Distribution & Customer Services Department

Electricity Services Division

Punakha : Bhutan



TENDER NO: BPC/ESD/ PUNA/MISC/2021/01 dated May 21st, 2021

TENDER DOCUMENT

FOR

SUPPLY AND DELIVERY OF MISCELLANEOUS ITEMS FOR FY 2021





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CHECKLIST FOR BID SUBMISSION

SI #	PARTICULARS	Purchasers Requirement	Bidders to fill up
		YES/NO	YES/NO
1	Valid trade licence	YES	
2	Signed Bid Form and Price Schedule	YES	
3	Power of Attorney	YES	
4	Valid Trade License/ Manufacturing License	YES	
5	EMD drawn in favour of Accountant, ESD BPC Punakha	YES	
6	Signed Pre-Contract Integrity Pact	YES	
7	Signed Vendor Performance Management System (VPMS)	YES	



PART 1- Bidding Procedures



Section I. Instructions to Bidders

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Section I. Instructions to Bidders

A. General	
1. Scope of Bid	
1.1	The Purchaser, as indicated in the Bid Data Sheet (BDS), issues these Bidding Documents for the supply of Goods and services incidental thereto as specified in Section V, Schedule of Supply. Tender number and tender description, lot numbers and lot description are provided in the BDS.
1.2	All bids are to be completed and returned to the Purchaser in accordance with these instructions to the bidders.
1.3	Throughout this Bidding Document :
	a. the term "in writing" means communicated in written form with proof of receipt;
	b. if the context so requires, singular means plural and vice versa; and
	c. "day" means calendar day
2. Fraud and Corruption	
2.1	It is Corporation policy to require that Purchasers, Bidders and Suppliers observe the highest standards of ethics during the procurement and execution of contracts. ¹ In pursuance of this policy, the Corporation:
	a. defines, for the purposes of this provision, the terms set forth below as follows:
	i. "Corrupt practice" ² is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value ³ to influence improperly the actions of another party;
	ii. "Fraudulent practice" ⁴ is any intentional act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;

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

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

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

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



Section I-Instructions to Bidders

		iii.	“Collusive practice” ⁵ is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
		iv.	“Coercive practice” ⁶ is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
		v.	"Obstructive practice" is
		aa.	deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to impede any investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
		bb.	Acts intended materially to impede the exercise of the inspection and audit rights of the Purchaser or any person appointed by the Purchaser and/or any relevant agency provided for under ITB Sub-Clause 2.1 (d) below.
	b.		will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the contract in question;
	c.		will sanction a firm or individual, including declaring them ineligible, either indefinitely or for a stated period of time, to be awarded contract if it at any time determines that they have, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for, or in executing contract;
	d.		will have the right requiring Bidders and Suppliers to permit the Purchaser, any agency or person appointed by the Purchaser to inspect their accounts and records and other documents relating to their Bid submission and contract performance and to have them audited by auditors appointed by the Purchaser;
	e.		Requires that Bidders, as a condition of admission to eligibility, execute and attach to their bids an Integrity Pact Statement in the form provided in Section IV, Bidding Forms. Failure to provide a duly executed Integrity Pact Statement shall result in disqualification of the Bid; and

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

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



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



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



B. Contents of Bidding Documents	
7. Sections of Bidding Documents	
7.1	<p>The Bidding Document consist of Parts 1, 2, and 3, which include all the Sections indicated below, and should be read in conjunction with any Addenda issued in accordance with ITB 9.</p> <p>PART 1 Bidding Procedures</p> <ul style="list-style-type: none"> • Section I. Instructions to Bidders (ITB) • Section II. Bid Data Sheet (BDS) • Section III. Evaluation and Qualification Criteria • Section IV. Bidding Forms <p>PART 2 Supply Requirements</p> <ul style="list-style-type: none"> • Section V. Schedule of Supply <p>PART 3 Conditions of Contract and Contract Forms</p> <ul style="list-style-type: none"> • Section VI. General Conditions of Contract (GCC) • Section VII. Special Conditions of Contract (SCC) • Section VIII. Contract Forms
7.2	The Purchaser is not responsible for the completeness of the Bidding Document and its addenda, if they were not obtained directly from the Purchaser.
7.3	The bidder is expected to examine the bidding documents, including all instructions, forms, terms and specifications. Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive to the Bidding Documents in every respect would result in the rejection of that Bid.
8. Clarification of Bidding Documents	
8.1	The bidders shall not be allowed to seek any clarifications on the bidding documents in person or through any verbal communications.
8.2	Prospective bidders requiring any further information or clarification of the bidding documents may notify the Purchaser in writing at the Purchaser's mailing address indicated in the BDS. The Purchaser will respond in writing to any request for information or clarification of the bidding documents, which it receives no later than 10 (ten) days prior to the deadline for the submission of Bids prescribed by the Purchaser. The Purchaser's response (including an explanation of the query) will be sent in writing to all prospective bidders who have purchased the Bidding Documents.



8.3.	Pre bid meeting shall be conducted if necessary to clarify doubts and concerns of the bidders prior to submission of bids. Minutes of the pre bid meeting shall be circulated to all bidders that have purchased bidding documents and shall form an integral part of the bidding document.
9. Amendment of Bidding Documents	
9.1	At any time prior to the deadline for submission of bids, the Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the Bidding Documents by addendum.
9.2	The addendum shall be part of the Bidding Documents and shall be notified in writing to all prospective bidders who have purchased the Bidding Documents. Such addendum shall be binding and shall require that prospective Bidders confirm receipt of it before the time established for the opening of Bids.
9.3	In order to afford prospective bidders reasonable time in which to take the addendum into account in preparing their Bids, the Purchaser may, at its discretion, extend the deadline for the submission of Bids.
9.4	Prospective bidders who may have downloaded the bidding documents from the website, the corrigendum to the bidding documents will also be published on the web site. It will be the responsibility of such bidders to regularly visit the website for any addendum to the bidding documents until the last date of bid submission. Purchaser shall in no way be responsible for any ignorance of the bidder about the addendum to the bidding documents.
C. Preparation of Bids	
10. Cost of Bidding Documents	
10.1	The bidder shall bear all costs associated with the preparation and delivery of its bid and the Purchaser will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
10.2	Prospective bidders who may have downloaded the bidding documents from the web site should register with Purchaser on or before the closing of Bid Sale Date and make payment for the cost of the bid documents. <i>(No possible of downloading the bidding forms from web site).</i>
11. Language of Bid	
11.1	The Bid and all correspondence and documents relating to the Bid exchanged by the bidder and the Purchaser shall be written in the language specified in the BDS. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in language specified in BDS, in which



	case, for purposes of interpretation of the Bid, <i>such</i> translation shall govern.
12. Documents Comprising the Bid	
12.1	The Bid shall comprise the following:
a.	Bid Form and Price Schedules completed in accordance with ITB13, 14,16 and 17;
b.	Documentary evidence establishing in accordance with ITB 18, that the bidder is eligible to bid.
c.	Documentary evidence establishing in accordance with ITB 19, that the bidder is qualified to perform the Contract if its Bid is accepted;
d.	Documentary evidence establishing in accordance with ITB 20, that the goods to be supplied by the bidder conform to the Bidding Documents;
e.	Bid security furnished in accordance with ITB 22;
f.	Written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 23;
g.	Alternative bids, if permissible, in accordance with ITB 15;
h.	Integrity Pact Statement, in accordance with ITB 2.1(e);
i.	VPMS acceptance form, in accordance with ITB 5; and
j.	Any other document required as per the bidding documents.
13. Bid form	
13.1	The bidder shall complete the Bid Form furnished in Section IV, Bidding Forms. This form must be completed without any alterations to its format, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested. A bid in which the bid form is not duly filled, signed and sealed by the bidder shall be rejected.
14. Price Schedules	
14.1	The biddershallcompletetheappropriatePriceScheduleincluded herein, stating the <i>unit prices, total price per item</i> , the total amount and the expected countries of origin of the Goods to be supplied under the Contract.This Price Schedules form must be completed without any alterations to its format, and no substitutes shall be accepted.
15. Alternative Bids	
15.1	Unless otherwise indicated in the BDS , alternative bids shall not be considered.



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



			entry to their final destination, if specified in BDS; and
		iv.	the total price for the item.
	c.	For Related Services, other than inland transportation and other services required to convey the Goods to their final destination, whenever such Related Services are specified in Section V, Schedule of Supply:	
		i.	The price of each item comprising the Related Services (inclusive of any applicable taxes).
16.7	Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account, unless otherwise specified in the BDS. A bid submitted with an adjustable price quotation shall be treated as non-responsive and shall be rejected pursuant to ITB 33 unless adjustable price quotations are permitted by the BDS. If, in accordance to BDS, prices quoted by the Bidder shall be subject to adjustments during the performance of the Contract, a Bid submitted with a fixed price quotation shall not be rejected, but price adjustment shall be treated as zero.		
16.8	<p>If so indicated pursuant to ITB 1.1, Bids are based on Lots/Packages, for which all goods are grouped in lots for easy identification.</p> <p>For the purpose of bidding and inventory management, related SKUS shall be grouped under specific lots like transformers, conductors, cables and fabrication items or in the manner most advantageous to the BPC for a particular tender.</p> <p>Bidders shall have the option of submitting a proposal on any or all LOTS. Each lot consists of items grouped in packages. Unless otherwise indicated in the BDS, prices quoted shall correspond to one hundred percent (100%) of the items specified for each lot and to one hundred percent (100%) of the quantities for each item of a lot. Bidders can offer any price reduction (discount) for any or all Lots and shall specify in their Bid the price reductions applicable to each Lot, or for all the Lots. Price reductions or discounts shall be submitted in accordance with ITB 16.4.</p>		
17. Bid Currencies			
17.1	<p>Bid Prices shall be quoted in Ngultrum for goods offered from Bhutan, in Indian Rupees for goods offered from India; and in US dollar/major foreign currencies for goods offered from other Countries.</p> <p>Bid Prices expressed in Indian currency and US Dollars/major foreign currencies shall be accepted and evaluated in accordance to ITB 37. For bid evaluation purpose the exchange rate will be based on the Telegraphic Transfer (TT) selling rate published by the Royal Monetary Authority of Bhutan on the day of bid opening. For bid expressed in Indian currency and US Dollars/major foreign currencies, payments shall be made in equivalent Ngultrum through banking channel and the responsibilities of payment transfer and transfer charges lie on the Suppliers.</p>		



18. Documents Establishing Eligibility of the Bidder	
18.1	The bidder shall furnish, as part of its Bid, certification establishing the bidder's eligibility to bid pursuant to ITB 3.
18.2	The necessary documents and literatures viz. ISO Certificate, Type Test Certificates and Lists of Past Performance Certificates from the users must be submitted for new makes/brands introduced in Bhutan.
18.3	If the Bidder is JV in accordance with ITB 6, a copy of the registration certificate/license shall be submitted.
19. Documents Establishing Qualifications of the Bidder.	
19.1	The documentary evidence of the Bidder's Qualification to Perform the Contract, if its bid is accepted, shall establish to the purchaser's satisfaction:
a.	That, if required by the BDS, a Bidder is not a manufacturer or otherwise produce the goods it offers to supply, shall submit the Manufacturer's Authorization using the form included in Section IV, Bidding Forms to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in Bhutan;
b.	That, if required by the BDS, in the case of a bidder not doing business in Bhutan, the Bidder is, or will be (if the contract is awarded to it), represented by authorised representative in Bhutan equipped and able to carry out the Supplier's maintenance, repair and spare parts-stocking obligations prescribed in the Conditions of Contracts and/or Technical Specifications.
c.	That the Bidder meets each of the qualification criteria specified in Section III, Evaluation and Qualification Criteria.
20. Documents Establishing the Goods' Conformity to the Bidding Documents.	
20.1	To establish the conformity of the Goods to the Bidding Documents, the Bidder shall furnish as a part of its Bid, the documentary evidence that the Goods conform to the technical specifications and standards specified in Section V, Schedule of Supply.
20.2	The documentary evidence may be in the form of literature, drawings or data, and shall consists of a detailed item by item description of the essential technical and performance characteristics of Goods. If required by the BDS, the bidders are required to confirm and sign on the guaranteed technical particulars of the goods (GTPS) that is indicated in the Section V, Schedule of Supply. Any deviations from the indicated specifications must be clearly indicated in the deviation schedule, Section IV, Bidding Form.
20.3	If required, the Bidder shall also furnish a list giving full particulars, including



Section I-Instructions to Bidders

	available sources and current prices, of all spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods.
20.4	Standards for workmanship, material and equipment, and references to brand names or catalogue numbers, specified by the Purchaser in Section V, Schedule of Supply, are intended to be descriptive only and not restrictive. The bidder may offer other standards of quality, brand names and/or catalogue numbers in its Bid, provided that it demonstrates to the Purchaser's satisfaction that the substitutions are equivalent or superior to those designated in Section V, Schedule of Supply with the exception in strategic critical and strategic security items category.
20.5	In order to prove that the Goods offered are of acceptable quality and standard, the bidders shall furnish the documentary evidence that the Goods offered have been in production and all relevant catalogues, test certificates, ISO certificates, list of previous clients, value of business and company or manufacturer profile for all new brands are submitted.
21.	Period of Validity of Bids
21.1	Bids shall remain valid for the period specified in the BDS days from the date of bid opening prescribed by the Purchaser, pursuant to ITB 28. A bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.
21.2	In exceptional circumstances, prior to the expiration of the bid validity period, the Purchaser may solicit bidder's consent to an extension of the period of bid validity. The request and the responses thereto shall be made in writing. If the bidder agrees to the extension request, the validity of the bid security provided under ITB 22 shall also be suitably extended. In the event the Bidder refuses the request, the bid shall be disqualified without forfeiting the bid security. Bidders granting the request shall not be required or permitted to modify its Bid.
22.	Bid Security
22.1	The bidder shall furnish, as part of its Bid, a Bid Security in original form, denominated in Ngultrum or a freely convertible currency and in amount specified in the BDS.
22.2	The Bid Security shall be in one of the following forms acceptable to the purchasers:
a.	Unconditional bank guarantee issued by a reputed Financial Institution acceptable to the Purchaser in the Bid Security Form included in Section IV Bidding Form or another form acceptable to the Purchaser.
b.	Banker's cheque/ cash warrant.
c.	Demand draft.
d.	If the institution issuing the Bid Security furnished by the Bidder is



		located outside the Purchaser's country, the Bid Security shall be counter guaranteed by a correspondent financial institution located in the Purchaser's country to make it enforceable,
22.3		The Bid Security shall be valid for period of thirty (30) days beyond the validity period of the Bids as specified in BDS.
22.4		Any Bid not secured in accordance with ITB 22.1 and 22.2 above shall be rejected by the Purchaser as non-responsive.
22.5		An unsuccessful bidder's bid security will be discharged/returned within fifteen (15) days after signing of the Contract with the successful Bidder.
22.6		The successful bidder's bid security will be discharged/returned upon furnishing the performance security, pursuant to ITB 46 and the bidder's executing the Contract, pursuant to ITB 47 .
22.7		The bid security may be forfeited:
	a.	If a bidder withdraws its Bid during the period of bid validity specified by the bidder on the Bid Form, except as provided in ITB 21.2;
	b.	If a bidder does not accept arithmetical corrections of its bid price;
	c.	In the case of a successful bidder, if the bidder fails
	i.	To sign the Contract in accordance with ITB 47; or
	ii.	To furnish the performance security in accordance with ITB 48.
22.8		The Bid Security of a JV must be from the JV that submits the Bid.
23.	Formats and Signing of Bid	
23.1		The Bidder shall prepare one original of the documents comprising the Bid as described in ITB 12 and clearly mark it as "Original ". In addition, the Bidder shall submit copies of the Bid, in the number specified in the BDS and clearly mark them "COPY". In the event of any discrepancy between the original and the copies, the original shall prevail.
23.2		The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by the bidder or a person(s) duly authorized to sign on behalf of the bidder. Written power-of-attorney shall indicate such authorization and shall be attached to the Bid. The name and position held by each person signing must be typed or printed below the signature.
23.3		The Bid shall contain no interlineations, erasures or overwriting except as



	necessary to correct errors made by the bidder, in which case such correction shall be initialled by the person or persons signing the Bid.
D. Submission and Opening of Bids	
24. Submission, Sealing and Marking of Bids	
24.1	Bids shall be delivered by hand, courier or registered post. The Bidder shall seal the original of the Bid and the number of copies stipulated in the BDS, including alternative Bids if permitted in accordance with ITB 15 in separate inner envelopes contained within one outer envelope. All envelopes shall be sealed with adhesive or other sealant to prevent reopening.
24.2	The inner envelopes shall:
a.	Be sealed and bear the name of the Bidder.
b.	Be marked "ORIGINAL", "ALTERNATIVE" (if any) and "COPY".
24.3	The outer envelope shall:
a.	Be marked "Confidential";
b.	Be addressed to the Purchaser in accordance with ITB 25.1;
c.	Bear the identification number pursuant to ITB 1.1 and any additional identification marks as specified in the BDS; and
d.	Bear a warning not to open before the time and date for bid opening, in accordance with ITB 29.1.
24.4	If the outer envelope is not sealed and marked as required by ITB 24.3, the Purchaser will assume no responsibility for the bid misplacement or premature opening.
25. Deadline for submission of Bids	
25.1	Bids shall be delivered by hand, courier or registered post to the Purchaser at the address and no later than the date and time indicated in BDS.
25.2	The Purchaser may, at its discretion, extend the deadline for the submission of Bids by amending the Bidding Documents in accordance with ITB 9, in which case all right and obligations of the Purchaser and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.
26. One Bid per Bidder	
26.1	Each bidder shall submit only one Bid either by itself, or as a partner in a joint venture or as a responsible officer in the



Section I-Instructions to Bidders

	management of the company. A bidder who submits or participates in more than one Bid (except alternative Bids if allowed, pursuant to ITB 15) shall be disqualified.
27. Late Bids	
27.1	Any Bid received by the Purchaser after the deadline for Submission of Bids prescribed by the Purchaser, pursuant to ITB 25, shall be declared "Late" and rejected and returned unopened to the bidder.
28. Modification, Substitution and withdrawal of Bids	
28.1	The bidder may modify or substitute its Bid after it has been submitted by sending a written notice in accordance with the ITB 24, duly signed by an authorized representative, and shall include a copy of authorization in accordance with ITB 23.2. The corresponding substitution or modification of the Bid must accompany the respective written notice. All notices must be:
a.	Submitted in accordance with ITB 23 and 24, and in addition, the respective envelopes shall be clearly marked "SUBSTITUTION" or "MODIFICATION;" and
b.	Received by the Purchaser prior to the deadline prescribed for the submission of Bids, in accordance with ITB 25.
28.2	The bidder may withdraw its Bid after it has been submitted by sending a written notice prior to the deadline prescribed for the submission of Bids, in accordance with ITB 25, duly signed by an authorized representative, and shall include a copy of authorization in accordance with ITB 23.2. The Purchaser then shall mark the envelope as "WITHDRAWN".
28.3	No Bid may be modified, substituted or withdrawn in the interval between the deadline for submission of Bids and the expiration of the period of bid validity specified by the bidder on the Bid Form or any extension thereof; neither any modification shall be accepted.
29. Bid Opening	
29.1	The Purchaser shall conduct the bid opening in the place at the address, date and time specified in the BDS in the presence of bidders or bidders' authorized representatives who choose to attend.
29.2	The bidder's authorized representatives attending the bid opening shall have an Authorization Letter from the bidder. Only the authorized representative shall attend the bid opening.
29.3	The bidders or bidder's authorized representatives shall not be permitted to approach the members of the Bid Opening Committee or any of the officials.



Section I-Instructions to Bidders

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



E. Evaluation and Comparison of Bids

30. Confidentiality	
30.1	Information relating to the examination, clarification, evaluation and comparison of Bids and recommendations for the award of a contract shall not be disclosed to Bidders or any other persons not officially concerned with such process.
30.2	Any effort by a Bidder to influence the Purchaser's processing of Bids or award decisions may result in the rejection of the bidder's Bid.
31. Clarification of Bids	
31.1	To assist in the examination, evaluation and comparison of Bids, the Purchaser may, at its discretion, ask the bidder for a clarification of its Bid. Any clarification submitted by a Bidder with regard to its Bid and that is not in response to a request by the Purchaser shall not be considered. The Purchaser's requests for clarification and the response shall be in writing. No change in the price or substances of the Bid shall be sought, offered or permitted, except to confirm the correction of arithmetic errors discovered by the Purchaser in the evaluation of the Bids, in accordance with ITB 34.
32. Deviations, Reservations, and Omissions	
32.1	During the evaluation of bids, the following definitions shall apply:
a.	"Deviation" is a departure from the requirements specified in the Bidding Document. Any comments, remarks, observations and feedbacks will constitute as deviation and shall be indicated in the deviation sheet;
b.	"Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Document; and
c.	"Omission" is the failure to submit part or all of the information or documentation required in the Bidding Document.
33. Responsiveness of Bids	
33.1	The Purchaser's determination of a Bid's responsiveness shall be based on the contents of the Bid itself, and is to determine which of the Bids received are responsive and thereafter to compare the responsive Bids against each other to select the lowest evaluated Bid.
33.2	A substantially responsive Bid is one that conforms to all the terms, conditions and specifications of the Bidding Documents without material deviation, reservation or



	omission. A material deviation, reservation or omission is one that:
a.	Effects in any substantial way the scope, quality or performance of the supplies; or
b.	Limits or is inconsistent with the bidding documents in a substantial way, the Purchaser's rights or the bidder's obligations under the Contract; or
c.	Whose rectification would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids.
33.3	If a Bid is not substantially responsive to the Bidding Documents, it shall be rejected by the Purchaser and may not subsequently be made responsive by the bidder by correction of the material deviation, reservation or omission.
34. Nonconformities, Errors and Omissions	
34.1	Provided that a Bid is substantially responsive, the Purchaser may waive any non-conformities or omissions in the Bid that do not constitute a material deviation.
34.2	Provided that a Bid is substantially responsive, the Purchaser may request that the Bidder submit the necessary information or documentation within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.
34.3	Provided that the Bid is substantially responsive, the Purchaser shall correct arithmetical errors on the following basis:
a.	If there is a discrepancy between the unit price and the total price per item that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price per item will be corrected unless in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected.
b.	If there is a discrepancy between the Total Amount and the sum of the Total price per item, the sum of the total price per item shall prevail and the Total Amount will be corrected.
34.4	If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be disqualified and its Bid Security shall be forfeited.
35. Preliminary Examination of Bids	
35.2	The Purchaser shall examine and confirm that the following documents and information have been provided in the Bid. If any of these documents or information is missing, the Bid shall be rejected.



a.		Bid Form, in accordance with ITB 12.1 (a);
b.		Price Schedules, in accordance with ITB 12.1 (a);
c.		Bid Security, in accordance with ITB 22.
36. Examination of Terms and Conditions; Technical Evaluation		
36.1		The Purchaser shall examine the Bid to confirm that all terms and conditions specified in the GCC and the SCC have been accepted by the Bidder without any material deviation or reservation.
36.2		The Purchaser shall evaluate the technical features of the Bid submitted in accordance with ITB 20, to confirm that all requirements specified in Section V, Schedule of Supply of the Bidding Documents have been met without any material deviation or reservation.
36.3		If, after the examination of the terms and conditions and the technical evaluation, the Purchaser determines that the Bid is not substantially responsive in accordance with ITB 33, the Bid shall be rejected.
36.4		No conditional offer(s) shall be allowed. A bid with conditional offers shall be rejected
37. Conversion to Single Currency		
37.1		For evaluation and comparison purposes, the Purchaser shall convert all bid prices, expressed in amounts in various currencies into a single currency and use the exchange rates specified in the BDS.
38. Margin of Preference		
38.1		A margin of preference may apply to domestic goods manufactured in Bhutan as provided for in the BDS. To avail a margin of preference, the Bidder shall provide a value addition certificate from the Ministry of Economic Affairs.
39. Detail Evaluation of Bids		
39.1		The Purchaser shall evaluate each Bid that has been determined, up to this stage of evaluation, to be substantially responsive.
39.2		To evaluate a Bid, the Purchaser shall only use all the factors, methodologies and criteria defined in this ITB 39.No other criteria or methodology shall be permitted.
39.3		To evaluate a Bid, the Purchaser shall consider the following:
a.		Evaluation shall be done for Items or Lots, as specified in the BDS;



	b.	The Bid Price, as quoted in accordance with ITB Clause 16;
	c.	Price adjustment for correction of arithmetic errors in accordance with ITB 34.3;
	d.	Price adjustment due to discounts offered in accordance with ITB Clause 16.4;
	e.	Adjustments due to the application of the evaluation criteria specified in the BDS from amongst those set out in Section III, Evaluation and Qualification Criteria; and
	f.	Adjustments due to the application of a margin of preference, in accordance with ITB Clause 38, if applicable.
39.4		The Purchaser's evaluation of a Bid shall exclude and not take into account any allowance for price adjustment during the period of execution of the contract, if provided in the bid.
39.5		The Purchaser's evaluation of a Bid may require the consideration of other factors in addition to the Bid Price quoted in accordance with ITB Clause 16. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of Bids, unless otherwise specified in Section III, Evaluation and Qualification Criteria. The factors, criteria and the methodology of application shall be 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.



45. Purchasers Right to Vary Quantities at Time of Award	
45.1	At the time the Contract is awarded, the Purchaser reserves the right to increase or decrease the quantity of Goods and Related Services specified in Section V, Schedule of Supply, provided this does not exceed the percentages indicated in the BDS, and without any change in the unit prices or other terms and conditions of the Bid.
46. Notification of Award	
46.1	The Purchaser will notify the successful bidder in writing that its Bid has been accepted.
46.2	Until a formal Contract is prepared and executed, the notification of award shall be binding on the Supplier.
47. Signing of Contract	
47.1	Within 15 (Fifteen) days from the date of issue of the notification of award of contract, the successful bidder are required to come and sign, date and seal the contract agreement at the office as specified in BDS.
47.2	Where the contract is not signed by both parties simultaneously:
a.	The Purchaser shall send to the successful bidder two original copies of (1) the full agreed contract and (2) the letter of acceptance, each copy to be signed by the bidder or its duly authorized representative, together with the date of signature;
b.	The letter of acceptance shall indicate the deadline by which it must be accepted as specified in BDS;
c.	The successful bidder, if agrees to conclude the contract, must sign and date all original copies of the contract and letter of acceptance and return one copy of each to the Purchaser before the expiry of the deadline indicated in the letter of acceptance;
d.	Failure of the successful bidder to accept the award/ sign the contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security.
47.3	Notwithstanding ITB 47.1 above, in case signing of the Contract Agreement is prevented by any export restrictions attributable to the Purchaser, to Bhutan, or to the use of the products/Goods, systems or services to be supplied, where such export restrictions arise from trade regulations from a country supplying those products/Goods, systems or services, the Bidder shall not be bound by its Bid, always provided, however, that the Bidder can demonstrate to the satisfaction of the Purchaser that signing of the Contact Agreement has not been prevented by any lack of diligence on the part of the Bidder in completing any formalities, including applying for permits, authorizations and/or licenses necessary for the export of the



41. Post qualification of the Bidder	
41.1	The Purchaser will determine to its satisfaction whether the bidder selected as having submitted the lowest-evaluated and substantially responsive Bid is qualified to satisfactorily perform the Contract.
41.2	The Purchaser will determine the reasonability of the Bid Prices based on the past purchase rate and the prevailing market rate during the evaluation.
41.3	The determination based upon an examination of the documentary evidence of the bidder's qualifications submitted by the bidder, pursuant to ITB 19, as well as such other information as the Purchaser deems necessary and appropriate.
41.4	If required, the Purchase may carry out the inspections of the Bidder's factories to assess the production, technical, financial, and manpower capacity of the Bidder to perform the Contract. The Purchaser shall notify in advance of the date in writing on which the inspection will be made. If the Bidder does not meet the required capacity as assessed by the inspection team, the bid shall be rejected
41.5	An affirmative determination shall be a prerequisite for award of the Contract to the bidder. A negative determination will result in rejection of the bidder's Bid, in which event the Purchaser shall proceed to the next lowest evaluated Bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.
42. Contacting the Purchaser	
42.1	Subject to ITB 31, no bidder shall contact the Purchaser on any matter relating to its Bid, from the time of bid opening to the time the Contract is awarded.
42.2	Any effort by a Bidder to influence the Purchaser in the Purchaser's decisions in respect of bid evaluation, bid comparison or Contract awards will result in the rejection of the bidder's Bid.
43. Purchaser's Right to Accept Any Bid and to Reject Any or All Bids	
43.1	The Purchaser reserves the right to accept or reject any Bid and to annul the bidding process and reject all Bids at any time prior to award of Contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the ground for the Purchaser's action.
F. Award of Contract	
44. Award Criteria	
44.1	The Purchaser will award the Contract to the successful bidder whose Bid has been determined to be the lowest-evaluated responsive Bid, provided further that the bidder is determined to be qualified to satisfactorily perform the Contract.



	products/Goods, systems or services under the terms of the Contract.
48.	Performance Security
48.1	<i>Not Applicable</i>



Section II. Bid Data Sheet (BDS)

A. Introduction	
ITB 1.1	The Tender No. is: BPC/ESD/ PUNA/MISC/2021/01 dated May 21st, 2021
ITB 1.1	The Tender Name is: <i>Supply and Delivery of miscellaneous items for FY 2021</i>
ITB 1.1	The Purchaser is: <i>Electricity Services Division, BPC, Punakha & Wangdue.</i>
ITB 1.1	The number and identification of lots comprising this tender are: <i>Lot 1: Tools and Implements</i> <i>Lot 2: Fuses and Bases</i> <i>Lot 3: Lugs</i> <i>Lot 4: Paints</i> <i>Lot 5: Ladders</i> <i>Lot 6: Air Conditioners</i> <i>Lot 7: Miscellaneous</i>
B. Bidding Documents	
ITB 8.2	For clarification of Bid purposes only, the Purchaser's address is: Attention: <i>Senior Divisional Manager</i> Address: <i>Electricity Services Division, DCSD, BPC, Punakha</i> Telephone number: <i>00975-02-584314/584579</i>
C. Preparation of Bids	
ITB 11.1	The language of the Bid is: English
ITB 12.1(h)	The Bidders shall submit a signed Integrity Pact: Yes
ITB 12.1(j)	The Bidder shall submit with its Bid the following additional documents: None
ITB 15.1	Alternative Bids "shall not be" permitted.
ITB 16.5	The Incoterms edition is: 2010 edition
ITB 16.6(b)(i)	Place of Destination: <i>The rates should be DDP, BPC, ESD Punakha & Wangdue (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")</i> .
ITB 16.6(b)(iii)	"Final destination (Project Site)" if relevant: <i>Electricity Services Division, BPC, Punakha and Wangdue, Bhutan</i>
ITB 16.7	The prices quoted by the Bidder "shall not" be adjustable.
ITB 19	Manufacturer's Authorization "is not" required.



ITB 19 (b)	After sales maintenance, repair, spare parts stocking and related services “are not” required, and the Bidder therefore “is not” required to be represented by a suitably equipped and able agent in Bhutan.																								
ITB 20.2	Guaranteed Technical Particulars (GTP) is the form of sample “is not” required.																								
ITB 21.1	<i>The Bid validity period shall be 90 days (i.e. till September 20, 2021) from the date of bid opening.</i>																								
ITB 22.1	The amount and currency of the Bid Security is as follows: <table border="1" data-bbox="467 415 1414 699"> <thead> <tr> <th>SL#</th> <th>Lot Description</th> <th>Amount (Nu.)</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Tools & Implement (T&P)</td> <td>3,900.00</td> </tr> <tr> <td>2</td> <td>Fuses</td> <td>2950.00</td> </tr> <tr> <td>3</td> <td>Lugs</td> <td>1490.00</td> </tr> <tr> <td>4</td> <td>Paints</td> <td>900.00</td> </tr> <tr> <td>5</td> <td>Ladders</td> <td>1800.00</td> </tr> <tr> <td>6</td> <td>Air Conditioners</td> <td>1400.00</td> </tr> <tr> <td>7</td> <td>Miscellaneous items</td> <td>5000.00</td> </tr> </tbody> </table>	SL#	Lot Description	Amount (Nu.)	1	Tools & Implement (T&P)	3,900.00	2	Fuses	2950.00	3	Lugs	1490.00	4	Paints	900.00	5	Ladders	1800.00	6	Air Conditioners	1400.00	7	Miscellaneous items	5000.00
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7	Miscellaneous items	5000.00																							
ITB 22.3	<i>The Bid Security validity period shall be 120 days from the date of bid opening (i.e. October 20, 2021).</i>																								

D. Submission and Opening of Bids

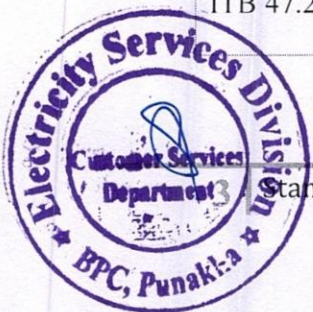
ITB 23.1 and 24.1	In addition to the original of the Bid, the number of copies is: One (1) copy.
ITB 24.3 (d)	The identification of this bidding process is: BPC/ESD/ PUNA/MISC/2021/01 dated May 21st, 2021 <i>Supply and Delivery of miscellaneous items</i>
ITB 25.1	For <u>Bid submission purposes</u> only, the Purchaser’s address is: Attention: Senior Divisional Manager Address: Electricity Services Division, Punakha, Bhutan.
ITB 25.1	The deadline for Bid submission is: Date: June 22nd, 2021 Time: 1:30 PM
ITB 29.1	The Bid opening shall take place on the same day as the closing day of the bid submission at conference hall, ESD, Wangdue. Date: [June 22, 2021]; Time:[2:30 PM]

E. Evaluation and Comparison of Bids

ITB 37.1	Bid prices expressed in different currencies shall be converted into Ngultrum (BTN).
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	<p>The source of exchange rates shall be as published by the Royal Monetary Authority of Bhutan.</p> <p>The date for the exchange rates shall be the date of Bid Opening, as prescribed in ITB 29.1 and the exchange rate shall be TT selling rate.</p>
ITB 38.1	A margin of five percent (5%) Domestic Preference not shall apply.
ITB 39.3 (a)	<p>Evaluation will be done as follows:</p> <p>a) Bids will be evaluated on <u>item wise basis</u>. <u>An item with an alternative price shall be rejected and that item shall not be considered for further evaluation.</u></p> <p>b) A bid submitted with price adjustment conditions will be treated non-responsive and will be rejected.</p>
ITB 39.3 (e)	<p>The adjustments shall be determined using the following criteria from amongst those set out in Section III, Evaluation and Qualification Criteria:</p> <p>(a) Deviation in Delivery schedule: Yes. [Clause 2.2 of Evaluation Criteria (ITB 39.3 (e))]</p> <p>(b) Deviation in payment schedule: No.</p> <p>(c) The cost of major replacement components, mandatory spare parts, and service: No.</p> <p>(d) The availability in Bhutan of spare parts and after-sales services for the equipment offered in the Bid: No.</p> <p>(e) The projected operating and maintenance costs during the life of the equipment: No</p> <p>(f) The performance and productivity of the equipment offered: No</p>
ITB 39.6	Bidders shall be allowed to quote for one or more items [refer to Section III, Evaluation and Qualification Criteria for the evaluation methodology, if appropriate]
F. Award of Contract	
ITB 47.1	<p>The signing of Contract Agreement will take place at:</p> <p><i>Address: Senior Divisional Manager, Electricity Services Division, Bhutan Power Corporation Limited, Punakha: Bhutan.</i></p>
ITB 47.2	The letter of acceptance must be accepted on or before: 10 (ten) days after the notification of award.



Section III. Evaluation and Qualification Criteria

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Domestic Preference (ITB 38)	
1.1	If the Bidding Data Sheet (BDS) so specifies, in comparing Bids, a margin of preference will be granted to Goods of Bhutanese Origin.
Evaluation Criteria (ITB 39.3 (e))	
The Purchaser's evaluation of a Bid may take into account, in addition to the Bid Price quoted in accordance with ITB 16.6, one or more of the following factors as specified in ITB 39.3(e) and in the BDS referring to ITB 39.3(e), using the following criteria and methodologies.	
2.1	Brand Name: <i>Not Applicable</i>
2.2	Delivery Schedule (<i>as per Incoterms specified in BDS</i>)
	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 2 (two) months 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 shall not be permitted. All bids deviating from specified terms of payment will be treated 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 lowest evaluated combination of Bids (one contract per Bid) and meets the post qualification criteria (this Section III, Sub-Section ITB 39.2, Post qualification Requirements)
3.2	The Purchaser shall:
a.	Evaluate only items/lots that include at least the percentages of items per lot and quantity per item as specified in ITB 16.8.
b.	Take into account:



	i.	the lowest-evaluated Bid for each lot; and
	ii.	the price reduction per lot and the methodology for its application as offered by the Bidder in its Bid.
4. Post qualification Requirements (ITB 41.2)		
4.1	After determining the lowest-evaluated Bid in accordance with ITB 40.1. If required, the Purchaser shall carry out the post qualification of the Bidder in accordance with ITB 41, using only the requirements specified. Requirements not included in the text below shall not be used in the evaluation of the Bidder's qualifications.	
	a.	Financial Capability The Bidder shall furnish documentary evidence that it meets the following financial requirement(s): <i>NotApplicable</i> .
	b.	Experience and Technical Capacity The Bidder shall furnish documentary evidence to demonstrate that it meets the following experience requirement(s): <i>Not Applicable</i>
	c.	The Bidder shall furnish documentary evidence to demonstrate that the Goods it offers meet the following usage requirement(s): <i>NotApplicable</i>



Part 2 - Schedule of Supply



Section V. Schedule of Supply

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1. Delivery and Completion Schedule.....3



1. Delivery and Completion Schedule

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

Lot No.	Description of Goods	Required Arrival Date of Goods
1	Miscellaneous Items	30(thirty) days from the signing of contract or issuance of purchase order

Location / Destination as specified in BDS – BPC, ESD, Punakha and BPC, ESD, Wangdue Bhutan



PART 3- Contract



Section VI. General Conditions of Contract

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Section VI. General Conditions of Contract (GCC)

1. Definitions	
1.1	In this Contract, unless the contract otherwise requires, the term:
(a)	"The Contract" means any lawful agreement entered into between the Purchaser and the Supplier, as recorded in the Contract Agreement signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
(b)	"Contract Documents" means the documents listed in the Agreement, including any amendments thereto.
(c)	"The Contract Price" means the price payable to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions therefrom as may be made pursuant to the Contract.
(d)	"The Goods" means all the equipment, machinery, and/or other materials, which the Supplier is required to supply to the Purchaser under the Contract.
(e)	"The Services" means those services ancillary to the supply of the Goods, such as transportation and Insurance, provision of technical assistance, training, and other such obligations of the Supplier covered under the Contract.
(f)	"The Purchaser" means the entity purchasing the Goods and Related Services, as specified in the SCC.
(h)	"The Supplier" means the individual or firm supplying the Goods and Services under the Contract.
(i)	"Day" means calendar day.
(j)	"Delivery" means the transfer of the Goods from the Supplier to the Purchaser in accordance with the terms and conditions set forth in the Contract Documents.
(k)	"SCC" means Special Conditions of Contract.
(l)	"Subcontractor" means any natural person, private or government entity, or a combination thereof, including its legal successors and permitted assigns, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.
(m)	"Incoterms" means a series of international sales terms, published by the International Chamber of Commerce (ICC) in Paris, France.
2. Use of Contract Documents and Information	
2.1	The Supplier shall not, without the Purchaser's prior written consent, disclose the



Section VI- General Conditions of Contract

	Contract, or any provision thereof, or any specification, drawings, pattern, sample or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Supplier in the Performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
2.2	The supplier shall not, without the Purchaser's prior written consent, make use of any document or information specified in GCC Clause 2.1 above, except for purposes of performing the Contract.
2.3	Any document, other than the Contract itself, specified in GCC Clause 2.1 above, shall remain the property of the Purchaser and shall be returned (in all copies) to the Purchaser, on completion of the Supplier's performance under the Contract, if so required by the Purchaser.
3.	Change Orders
3.1	The Purchaser may at any time, by a written notice to the Supplier, make changes within the general scope of the Contract in any one or more of the following:
(a)	Decrease or increase in quantity within the delivery period.
(b)	Drawings, designs or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser; or
(c)	The method of shipment or packing; or
(d)	The place of delivery.
(e)	The Related Services to be provided by the Supplier.
3.2	If any such change causes an increase or decreases in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery/Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be asserted within Twenty-eight (28) days from date of the Supplier's receipt of the Purchaser's change order.
3.3	Prices to be charged by the Supplier for any Related Services that might be needed but which were no included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.
3.4	The Supplier shall not perform changes in accordance with GCC Clause 3.1 above until the Purchaser has authorized a change order in writing on the basis of the estimate provided by the Supplier as described in GCC Clause 3.2 above.
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	<i>Not Applicable</i>
6.	Country of Origin
6.1	All Goods supplied under the Contract shall have their origin ineligible 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	<i>Not Applicable.</i>
8.	Packing and Documents
8.1	The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as per the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.
8.2	The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in Section V, Schedule of Supply and in any subsequent instructions ordered by the Purchaser.
9.	Delivery and Documents
9.1	Delivery of the Goods shall be made by the Supplier in accordance with the Section V, Schedule of Supply. The details of shipping and/or other documents to be furnished by the Supplier are specified in the SCC.
9.2	Unless inconsistent with any provision of the Contract or otherwise specified in the SCC, the meaning of any trade term and the rights and obligations of parties thereunder 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. Indemnity against infringement of Intellectual Property Rights	
10.1	The Supplier shall, subject to the Purchaser's compliance with GCC Sub-Clause 10.2, indemnify and hold harmless the Purchaser and its employee(s) or representative(s) from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:
(a)	The installation of the Goods by the Supplier or the use of the Goods in Bhutan; and
(b)	The sale in any country of the products produced by the Goods.
	Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or reasonably to be inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant or materials not supplied by the Supplier, pursuant to the Contract.
10.2	If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in GCC Sub-Clause 10.1, the Purchaser shall promptly give the Supplier notice thereof, and the Supplier may at its own expense conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.
10.3	The Purchaser may, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.
10.4	The Purchaser shall indemnify and hold harmless the Supplier and its employees, officers and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs and expenses of any nature, including attorney's fees and expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification or other documents or materials provided or designed by or on behalf of the Purchaser.
11. Performance Security	
11.1	<i>Not Applicable.</i>



12. Insurance	
12.1	<i>Not Applicable.</i>
13. Warranty	
13.1	The Supplier warrants to the Purchaser that the Goods supplied under the Contract will comply strictly with Contract and shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship under normal use in the conditions prevailing in the country of final destinations.
13.2	Unless otherwise specified in the SCC, the warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof, as the case may be, have been delivered to and accepted at the final destination indicated in SCC.
13.3	The Purchaser shall notify the Supplier in writing stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects.
13.4	Upon receipt of such notice, the Supplier shall, within the period specified in the SCC repair or replace the defective Goods or parts thereof, at no cost to the Purchaser.
13.5	If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights or remedies, which the Purchaser may have against the Supplier under the Contract.
14. Payment	
14.1	The method and conditions of payment to be made to the Supplier under the Contract shall be as specified in the SCC.
14.2	The Supplier's request(s) for payment shall be made to the Purchaser in writing accompanied by an invoice describing, as appropriate, the Goods delivered and services performed, and by documents submitted pursuant to GCC Clause 9 and upon fulfilment of other obligations stipulated in the Contract.
14.3	Payment shall be made by the Purchaser, but in no case later than 30 (thirty) days after submission of invoice or request for payment by the Supplier and the Purchaser has accepted it.
14.4	The currency or currencies in which payment is made to the Supplier under the Contract will be made in the currency or currencies specified in SCC.
15. Contract Prices	
15.1	The Contract Price shall be as specified in the Contract Agreement subject to any



	additions and adjustments thereto or deductions therefrom as may be made pursuant to the Contract.
15.2	Prices charged by the Supplier for Goods delivered and Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid, which the exception of any change in price resulting from a Change Order issued in accordance with GCC Clause 3, or if applicable, adjustments authorized in accordance with the price adjustment provisions specified in the SCC.
16. Contract Execution Schedule and Extensions in the Supplier's Performance	
16.1	Delivery of the Goods shall be made by the Supplier in accordance with the Contract Execution Schedule, pursuant to SCC.
16.2	The Supplier may claim extension of the time limits as set forth in the Contract Execution Schedule in case of:
(a)	Change in the Goods ordered by the Purchaser pursuant to GCC Clause 3;
(b)	Delay of any materials, drawings or services, which are to be provided by the Purchaser; services provided by the Purchaser shall be interpreted to include all approvals by the Purchaser under the Contract;
(c)	Force Majeure pursuant to GCC Clause 23; and
(d)	Delay in performance of work caused by change order or amendment(s) issued by the Purchaser.
16.3	The Supplier shall demonstrate to the Purchaser's satisfaction that it has used its best endeavours or overcome such causes for delay, and the parties will mutually agree upon remedies to mitigate or overcome such causes for delay.
16.4	Notwithstanding GCC Clause 16.2 above, the Supplier shall not be entitled to an extension of time for completion unless the Supplier, at the time of such circumstances arising, has notified the Purchaser in writing within 10 (Ten) days of any delay that it may claim as caused by circumstances pursuant to GCC Clause 16.2 above; and upon request of the Purchaser, the Supplier shall substantiate that the delay is due to the circumstances referred to by the Supplier.
17. Liquidated Damages	
17.1	Subject to GCC Clause 16, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Purchaser may without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the SCC of the delivered price of the delayed goods or unperformed services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in the SCC. Once the



	maximum is reached, the Purchaser may consider termination of the Contract pursuant to GCC Clause 18, Termination for Default.
18. Termination for Default	
18.1	The Purchaser may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, terminate the Contract in whole or in part:
(a)	If the Supplier fails to deliver any or all of the Goods within the Contract delivery period(s) specified in the Contract, or any extension thereof granted by the Purchaser, pursuant to GCC Clause 16 without the need of waiting maximum deduction of percentage specified in GCC Clause 17.1 after serving 10 (ten) days notice in writing; or
(b)	If the Supplier, in either of the above circumstances, does not cure its failure within a period of 10 (ten) days (or such longer period as the Purchaser may authorize in writing) after receipt of a notice of default from the Purchaser specifying the nature of the default(s); and
(c)	If the supplier fails to perform any other obligation(s) under the Contract.
18.2	Subject to Clause 18.1 above, when the Contract is terminated for default, the Purchaser shall forfeit the Performance Security and deduct from the contract price, as liquidated damages, a sum equivalent to the percentage specified in the SCC of the delayed delivered price of the goods accepted by the Purchaser.
19. Termination for insolvency	
19.1	The Purchaser may at any time terminate the Contract by giving written notice to the Supplier, without compensation to the Supplier, if the Supplier becomes bankrupt or otherwise insolvent. Notwithstanding the above, such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Purchaser.
20. Termination for Convenience	
20.1	The Purchaser may, by written notice sent to the Supplier, terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective.
20.2	The Goods that are complete and ready for shipment within 30 (thirty) days after the Supplier's receipt of notice of termination shall be purchased by the Purchaser at the Contract prices and on the other Contract terms. For the remaining Goods, the Purchaser may elect:
(a)	To have any portion thereof completed and delivered at the contract prices and as per the Contract terms; and/or



	(b)	To cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and for materials and part previously procured by the Supplier.
21. Resolution of Disputes		
21.1		The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation anydisagreement or dispute arising between them under or in connection with the Contract.
21.2		If, after 30 (thirty) days from the commencement of such informal negotiations, the Purchaser and the Supplier have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution by arbitration as described in Clause 21.3.
21.3		If the dispute is to be settled by arbitration, the Purchaser and the Supplier shall be entitled to appoint one member each, and third arbitrator will be appointed by both of them by mutual consent. If either the Purchaser or the Supplier fails to appoint a representative, or both of them cannot agree on the appointment of a third member within thirty (30) days from the date of agreement to refer the matter for arbitration, then the case will be referred to the proper court in Bhutan for adjudication. The award shall be final and binding on the parties if not appealed within 10 (Ten) working days. If the disputes are settled by Arbitration, the cost of Arbitration shall be borne by both parties equally.
21.4		The arbitrations proceedings shall be conducted in accordance with the rules of procedures specified in SCC.
22. Applicable Law		
22.1		The Contract shall be governed by and interpreted in accordance with the laws of the Bhutan.
23. Force Majeure		
23.1		The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages or termination for default if and to the extent that it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure. Such delay may be excused as provided in GCC Clause 16, and the period of such delay may be added to the time of performance of the obligation delayed.
23.2		For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Supplier that is not foreseeable, unavoidable, and its origin is not due to negligence or lack of care or other malfeasance on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, strikes, riot, and freight embargoes.
23.2		If a Force Majeure situation arises, the Supplier shall notify the Purchaser in writing of



Section VI- General Conditions of Contract

	such condition and the cause thereof within 10 (ten) days. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
24.	Assignment
24.1	The Supplier shall not assign, in whole or in part, its obligations to perform under the Contract, except with the Purchaser's prior written consent.
25.	Contract Language
25.1	The Contract, as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Purchaser, shall be written in the language specified in the SCC. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the SCC, in which case, for purposes of interpretation of the Contract, the translation shall govern.
25.2	The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation, for documents provided by the Supplier.
26.	Taxes and Duties
26.1	The Supplier shall bear and pay all applicable taxes, stamp duties, license fees and other similar levies imposed both outside and inside Bhutan, as specified in SCC.
27.	Waiver
27.1	Failure of either party to insist upon strict performance by the other party of any provision of the Contract shall in no way be deemed or construed to effect in any way the right of that party to require such performance.
28.	Limitation of Liability
28.1	Except in cases of gross negligence or wilful misconduct:
(a)	Neither party shall be liable to the other party, whether in contract, tort or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser; and
(b)	The aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the Supplier to indemnify the Purchaser with respect to patent infringement.



29. Export Restriction	
29.1	Notwithstanding any obligation under the Contract to complete all export formalities, any export restrictions attributable to the Purchaser, to Bhutan, or to the use of the products/Goods, systems or services to be supplied, which arise from trade regulations from a country supplying those products/Goods, systems or services, and which substantially impede the Supplier from meeting its obligations under the Contract, shall release the Supplier from the obligation to provide deliveries or services, always provided, however, that the Supplier can demonstrate to the satisfaction of the Purchaser that it has completed all formalities in a timely manner, including applying for permits, authorizations and licenses necessary for the export of the products/Goods, systems or services under the terms of the Contract. Termination of the Contract on this basis shall be for the Purchaser's convenience pursuant to Clause 20.



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Section VII. Special Conditions of Contract (SCC)

1. Packing 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.
2. Delivery and Documents	
GCC 9.1	Delivery of goods shall be made by the supplier within thirty(30) days for all the items after the supplier's receipt of the supply order from the Division or from the day of contract signing. After supply, the supplier shall submit the following documents to the purchaser; <ul style="list-style-type: none"> (i) Copies of the Supplier's invoice showing Goods" description, quantity, unit price, and total amount; (ii) Delivery Challan; (iii) Packing List etc.
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.
3. Performance Security	
GCC 11.1	The amount of Performance Security shall be: <u>the total of rates for the respective items in a lot.</u>
GCC 11.5	Discharge of Performance Security shall take place: <i>After Eighteen Months from the date of signing of Contract.</i>
4. Insurance	
GCC 12.1	<i>Not Applicable</i>
5. Warranty	
GCC 13.2	<i>Not Applicable</i>
6. Payment	
GCC 14.1	Full payment shall be released within two (2) weeks after delivery of goods at concerned BPC's Office,
7. Contract Prices	
GCC 15.2	The prices charged for the Goods supplied and the related Services performed <i>shall not be adjustable and shall be valid for one year after contract signing.</i>
8. Liquidated Damages	
GCC 17.1	The liquidated damages shall be: <i>1 % per week.</i>
GCC 17.1	The maximum amount of liquidated damages shall be: <i>10 % of the Supply order value or performances bond whichever is higher.</i>
9. Resolution of Disputes	
GCC 21.2	The rules of procedure for arbitration proceedings pursuant to GCC Sub-Clause 21.2 shall be as follows:



	(a) Contract with a foreign Supplier:
	<p><i>[For Contracts entered into with foreign suppliers, international commercial arbitration may have practical advantages over other dispute settlement methods. Among the rules to govern the arbitration proceedings, the Purchaser may wish to consider the United Nations Commission on International Trade Law (UNCITRAL) Arbitration Rules of 1976,</i></p> <p><i>For UNCITRAL Arbitration Rules, the following sample clause should be inserted:</i></p> <p>GCC 21.2 (a)—Any dispute, controversy or claim arising out of or relating to this Contract, or breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the UNCITRAL Arbitration Rules as at present in force.</p>
	(b) Contract with a Bhutanese Supplier:
	In the case of a dispute between the Purchaser and a Bhutanese Supplier, the dispute shall be referred to adjudication or arbitration in accordance with the laws of Bhutan.
10. Taxes and Duties	
GCC 26.1	<p>Pursuant to GCC 26.1</p> <p>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;</p> <p>b. The manufacturer(s) in Bhutan are to pay the taxes in accordance with the rules of the Government without any liability to the Purchaser. Purchaser shall not be responsible for reimbursement/processing exemptions/payments of taxes, duties, levies, royalties etc. for raw materials; and</p> <p>c. Tax Deducted at Source (TDS) shall be as per the regulations of Ministry of Finance, Bhutan.</p>



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Contract Agreement

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

BETWEEN

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

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

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

_____ [insert Brief Description of Goods, as identified in the Bid Form and Price Schedule] (hereinafter "the Goods") and has accepted a Bid by the Supplier for the provision of those Goods in the sum of _____ [insert Contract Price in Words and Figures] (hereinafter "the Contract Price").

NOW THIS CONTRACT AGREEMENT WITNESSETH AS FOLLOWS:

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



Section VIII- Contract Forms

4. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Goods and to remedy defects therein in conformity in all respects with the provisions of the Contract.

5. The Purchaser hereby covenants to pay the Supplier, in consideration of the provision of the Goods and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract, at the times and in the manner prescribed by the Contract.

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

For and on behalf of the Purchaser:

Signed: _____ *[insert signature]*

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

In the presence of _____ *[insert signature]*

_____ *[insert identification of official witness]*

For and on behalf of the Supplier

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

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

In the presence of _____ *[insert signature]*

_____ *[insert identification of official witness]*



Bank Guarantee for Advance Payment

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

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

[bank's letterhead]

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

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

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

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

At the request of the Supplier, we hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of _____ *[insert amount(s)¹ in figures and words]* upon receipt by us of your first demand in writing declaring that the Supplier is in breach of its obligation under the Contract because the Supplier used the advance payment for purposes other than toward delivery of the Goods.

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

This Guarantee shall remain valid and in full effect from the date of the advance payment received by the Supplier under the Contract until _____ *[insert date²]*. We agree to a one-time extension of this Guarantee for a period not to exceed _____ *[six months][one year]*, in response to the Purchaser's written request for such extension, such request to be presented to us before the expiry of the Guarantee.

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

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

² Insert the Delivery date stipulated in the Contract Delivery Schedule. The Purchaser should note that in the event of an extension of the time to perform the Contract, the Purchaser would need to request an extension of this Guarantee from the bank. Such request must be in writing and must be made prior to the expiration date established in the Guarantee



Price Schedule

Lot - 1 Tools and Implements Items							
Sl#	Item Description	UoM	Qty		Total Qty	Rate	Total Amount (Nu.)
			ESD Punakha	ESD Wangdue			
1	Hacksaw frame	No	5		5		
2	Taparia Tool set (including screw driver, sliding range, plier)	No	37	32	69		
3	Allen Key Sets	Set	2	5	7		
4	rod cutter blade	No	50		50		
5	Falt file 8inch	No	5		5		
6	Round file 8 inch	No	20		20		
7	Disc Cutter Blade: 100X22.2X2mm	No		100	100		
8	Pipe Wrench Size: 14"	No		5	5		
9	5kg Hammer	No	2		2		
10	pick axe	No	2		2		
Total Offered Bid Price (Nu.)							
In Words (Ngultrum)							



Price Schedule

Lot - 2 Fuses and Bases

SL.#	Item Description	UoM	Qty		Total Qty	Rate	Total Amount(Nu.)
			ESD Punakha	ESD Wangdue			
1	HT Fuse wire (5 amps) HRC	KG	2		2		
2	HT Fuse wire (10 amps) HRC	KG	1		1		
3	HT Fuse wire (20 amps) HRC	KG	0.5		0.5		
4	HRC DIN fuse 100 A (size 1)	No	100	100	200		
5	HRC DIN fuse 250 A (size 1)	No	50		50		
6	HRC DIN fuse 400 A (size 2)	No	30		30		
7	HRC DIN fuse 630 A (size 3)	No	20		20		
8	DIN type HRC fuse base 100 A	No	20		20		
9	DIN type HRC fuse base 400 A	No	10	20	30		
10	DIN type HRC fuse base 250 A	No	10		10		
Total Offered Bid Price (Nu.)							
In Words (Ngultrum)							



Price Schedule

Lot - 3 Lugs							
SI #	Item Description	UoM	Qty		Total Qty	Rate	Total Amount(Nu.)
			ESD Punakha	ESD Wangdue			
1	Aluminium Cable Lugs, 400 sq.mm	No	30.00	50.00	80		
2	Aluminium Cable Lugs, 300 sq.mm	No	50.00	50.00	100		
3	Aluminium Cable Lugs 240 sq.mm	No	50.00	50.00	100		
4	Aluminium Cable Lugs 150 sq.mm	No	50.00		50		
5	Aluminium Cable Lugs 120 sq.mm	No	50.00	50.00	100		
6	Aluminium Cable Lugs 95 sq.mm	No	50.00	50.00	100		
7	Aluminium Cable Lugs 70 sq.mm	No		50.00	50		
8	Aluminium Cable Lugs 50 sq.mm	No	50.00	50.00	100		
9	2.5 sq. mm copper lux (ring type)	pc	100		100		
10	2.5 sq. mm cable	roll	3		3		
Total Offered Bid Price (Nu.)							



Price Schedule

Lot - 4 Paints							
SL.#	Item Description	UoM	Qty		Total Qty	Rate	Total Amount (Nu.)
			ESD Punakha	ESD Wangdue			
1	Painting brush 4" (nylon)	No	20.00	30.00	50		
2	Thinner	Lt	10		10		
3	Forest Green Paint	Lt	30	50	80		
4	Smoke Gray Paint	Lt	40	50	90		
Total Offered Bid Price (Nu.)							
In Words (Ngultrum)							



Price Schedule

Lot - 5 ladders							
SI #	Item Description	UoM	Qty		Total Qty	Rate	Total Amount (Nu.)
			ESD Punakha	ESD Wangdue			
1	Ladder 20m (extendable (10x2))	no	3		3		
Total Offered Bid Price (Nu.)							



Price Schedule

Lot - 6 Air Conditioners							
Sl #	Item Description	UoM	Qty		Total Qty	Rate	Total Amount (Nu.)
			ESD Punakha	ESD Wangdue			
1	Air Conditioner	No	2		2		
Total Offered Bid Price (Nu.)							
In Words (Ngultrum)							

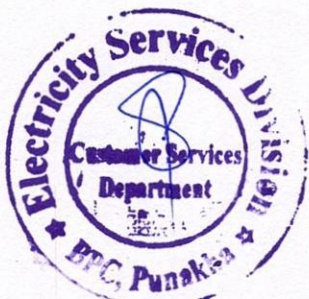
Note : Including Installation



Price Schedule

Lot - 7 Miscellaneous Items							
Sl #	Item Description	UoM	Qty		Total Qty	Rate	Total Amount (Nu.)
			ESD Punakha	ESD Wangdue			
1	Marking Cloth	M	100	200	300		
2	M/S Welding rod,2.5mm	PKT	10	10	20		
3	M/S Welding rod,3.2mm	PKT	10		10		
4	Rust Removing spray(CRC)	NO	10	5	15		
5	Head Lamp	no	20	30	50		
6	GEE SLAB	No	100		100		
7	gypsum screw (1.5 inch)	pkt	1		1		
8	LPG gas cylinder 15kg	no	2		2		
9	high pressure regulator including pipe	no	2		2		
10	PP rope 3/4 inch	kg	10	20	30		
11	Working Gloves	Set		100	100		
Total Offered Bid Price (Nu.)							
In Words (Ngultrum)							

Note: Evaluation will be done Item wise



Section IV. Bidding Forms



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Bidder Information Form

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

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

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

Page _____ of _____ pages

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



Bid Form

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

Date _____ *[insert date of Bid submission]*
 Invitation for Bid No.: _____ *[insert number of IFB]*
 Alternative No.: _____ *[insert number, if this Bid is for an alternative]*

To: _____
[insert complete name of the Purchaser]

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda No.: _____ *[insert the number and date of issue of each addendum];*
- (b) We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Schedule of Supply the following Goods and Related Services: _____
[insert a brief description of the Goods and Related Services];
- (c) The total price of our Bid, excluding any discounts offered in item (d) below is: _____
[insert the Bid Price in words and figures, indicating the various amounts and their respective currencies];

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

Discounts. If our Bid is accepted, the following discounts shall apply:

[Specify in detail each discount offered and the specific item of the Schedule of Supply to which it applies.]

Methodology of Application of the Discounts: The discounts shall be applied using the following methodology:

[Specify in detail the methodology that shall be used to apply the discounts];

- (e) Our Bid shall be valid for a period of _____ *[insert number]* days from the date fixed for the Bid submission deadline in accordance with ITB (insert Sub-Clause 21.1), and it shall remain binding upon us and may be accepted at any time before expiry of that period;
- (f) If our Bid is accepted, we commit to provide a Performance Security in accordance with ITB (insert Clause 48 and GCC Clause 11) for the due performance of the Contract;



Section IV- Bidding Forms

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

Name of Recipient	Address	Reason	Amount
_____	_____	_____	_____
_____	_____	_____	_____

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

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

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

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

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

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

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



Bid Security (Bank Guarantee)

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

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

Beneficiary: _____
[Name and Address of Purchaser]

Date: _____

BIDGUARANTEE No. : _____

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

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

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

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

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

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

[signature of authorized representative of the bank]



Integrity Pact

1 General

Whereas Shree Diji representing the (Bhutan Power Corporation Limited), Royal Government of Bhutan, hereinafter referred to as the Employer on one part, and _____ (Name of person) representing the _____ (Name of Bidder) as the other part hereby execute this agreement as follows:

This agreement should be a part of the tender document, which shall be signed and submitted along with the tender document. The head of the employing agency/or his authorized representative should be the signing authority. For the bidders, the bidder himself or his authorized representative must sign the Integrity Pact (IP). If the winning bidder has not filled up and signed the Integrity Pact during the submission of the bid, the bid of that Bidder shall be rejected.

2 Objectives

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

- 2.1 Enabling the Employer to obtain the desired contract at a reasonable and competitive price in conformity to the defined specifications of the works, goods and 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 and the Employer will commit to prevent corruption, in any form by their officials by following transparent procedures.

3. Commitments of the Employer:

The Employer Commits itself to the following:-

- 3.1 The Employer hereby undertakes that no official of the Employer, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favor or any material or immaterial benefit or any other advantage from 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, bid evaluation, contracting or implementation process related to the Contract.
- 3.2 The Employer further confirms that its officials has not favored any prospective bidder in any form that could afford an undue advantage to that particular bidder during the tendering stage, and will further treat all Bidders alike.
- 3.3 All the officials of the Employer shall report to the head of the employing agency or an appropriate Government office any attempted or completed violation of clauses 3.1 and 3.2.



- 3.4 Following report on violation of clauses 3.1 and 3.2 by official (s), through any source, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the Employer and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the Employer the proceedings under the contract would not be stalled.

4 Commitments of Bidders

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

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

5 Sanctions for Violation

The breach of any aforesaid provisions or providing false information by employers, including manipulation of information by evaluators, shall face administrative charges and penal actions as per the existing relevant rules and laws.

The breach of the Pact or providing false information by the Bidder, or any one employed by him, or acting on his behalf (whether with or without the knowledge of the Bidder), or the commission of any offence by the Bidder, or any one, employed by him, or acting on



his behalf, shall be dealt with as per the provisions of the Penal Code of Bhutan, 2004, and the Anti-Corruption Act, 2006.

The Employer/relevant agency shall also take all or any one of the following actions, wherever required :-

- 5.1 To immediately call off the pre-contract negotiations without giving any compensation to the Bidder. However, the proceedings with the other Bidder(s) would continue.
- 5.2 To immediately cancel the contract, if already awarded/signed, without giving any compensation to the Bidder.
- 5.3 The Earnest Money / Security Deposit shall stand forfeited.
- 5.4 To recover all sums already paid by the Employer.
- 5.5 To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the Bidder, in order to recover the payments, already made by the Employer, along with interest.
- 5.6 To cancel all or any other Contracts with the Bidder.
- 5.7 To debar the Bidder from entering into any bid from the government of Bhutan as per the Debarment Rule.

6. Conflict of Interest

- 6.1 A conflict of interest involves a conflict between the public duty and private interests (for favor or vengeance) of a public official, in which the public official has private interest which could improperly influence the performance of their official duties and responsibilities. Conflict of Interest would arise in a situation when any concerned members of both the parties are related either directly or indirectly, or has any association or had any confrontation. Thus, conflict of interest of any tender committee member must be declared in a prescribed form (sample form attached).
- 6.2 The Bidder shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any committee member, and if he does so, the Employer shall be entitled forthwith to rescind the Contract and all other contracts with the Bidder.

7 Examination of Books of Accounts

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



8. Monitoring and Arbitration

8.1 The respective procuring agency shall be responsible for monitoring and arbitration of IP as per the Procurement Rules.

9 Legal Actions

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

10 Validity

10.1 The validity of this IntegrityPact shall cover the tender process and extend until the completion of the contract to the satisfaction of both the Employer and the Bidder.

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

We, hereby declare that we have read and understood the clauses of this agreement and shall abide by it. Further, the information provided in this agreement is true and correct to the best of our knowledge and belief.

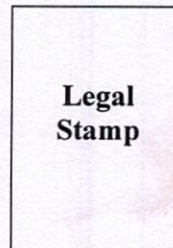
The parties hereby sign this IntegrityPact at _____ on _____



EMPLOYER

Witness:

1. Sorizana Khawash



BIDDER

Witness:

1. _____



VPMS Acceptance Form

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

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

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

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

Signature of Bidder
Date:

Signature of Witness
Date:
Address:
Contract No.:

