BHUTAN POWER CORPORATION LIMITED

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

(Registered Office, Thimphu)

Security and Fire Services Bereau

THIMPHU: BHUTAN

(Tender No. **BPC/SFSB/HQ/Tender/2021/01 dated July 30, 2021)**

TENDER DOCUMENT
FOR
THE SUPPLY AND INSTALLATION OF GATES

CONTENTS OF THE TENDER DOCUMENT

Sl No.	Title
1	Instruction to Bidder
2	Bid Data Sheet
3	Bidding Forms
3.1	Bidder Information Form
3.2	Bid Form
3.3	Bid Security Form
3.4	Integrity Pact(IP)
3.5	Deviation Schedule
3.6	Price Schedule
3.6.1	Technical Specifications
4	General Conditions of Contract
5	Special Conditions of Contract
6	Contract Forms
7	VPMS



Table of Contents

NOTICE INVITING TENDER 5

BIDDING PROCEDURE 7

SECTION I. INSTRUCTIONS TO BIDDERS 7

A. GENERAL 7

1. Scope of Supply 7
2. Fraud and Corruption 7
3. Eligible Bidders 8
4. Exclusion of Bidders 9
5. Eligible Goods and Related Services 10

B. CONTENTS OF BIDDING DOCUMENT 11

6. Parts of Bidding Document 11
7. General Information 11
8. Clarification of Bidding Document 11
9. Amendment of Bidding Documents 12

C. PREPARATION OF BID 13

10. Cost of Bidding 13
11. Language of Bid 13
12. Documents comprising the Bid 13
13. Submission of Bid 14
14. Price Schedule 14
15. Alternative Bids 14
16. Bid Prices and Discounts 14
17. Vendor Performance Management System 16
18. Price Variation 16
19. Currencies of Bid 16
20. Documents Establishing the Conformity of the Goods and Related Services 17
21. Documents Establishing the Qualification of Bidders 18
22. Period of Validity of Bids 19
23. Bid Security 19
24. Format and Signing of Bid 20

D. SUBMISSION AND OPENING OF BIDS 21

25. Submission, Sealing and Marking of Bids 21
26. Deadline for Submission of Bids 22
27. Late Bids 22
28. Withdrawal, Substitution and Modification of Bids 22
29. Bid Opening 23

E. EVALUATION AND COMPARISON OF BIDS 24

SECURITY & FIRE SERVICES BUREAU
BPC
THIMPHU : BHUTAN

30. Confidentially 24
31. Clarification of Bids 25
32. Preliminary Examinations of Bids 25
33. Examination of Techno-Commercial Bids 25
34. Responsiveness of Bids 26
35. Nonconformities, Errors and Omissions 27
36. Conversion to Single Currency 28
37. Margins of Preferences 28
38. Detail Evaluation and Comparison of Bids 28
39. Abnormally High / Low Bids 29
40. Purchaser's Right to Accept Any Bid, and Reject Any or All Bids 30

F. AWARD OF CONTRACT 30

41. Award Criteria 30
42. Purchaser's Right to vary quantities 30
43. Notification of Award 31
44. Signing of Contract 31
45. Performance Security 32

SECTION II. BID DATA SHEET 34

SECTION III BIDDING FORMS 40

FORM I: BIDDER'S INFORMATION FORM 40

FORM II: BID SUBMISSION FORM 41

FORM III: BID SECURITY (BANK GUARANTEE) 43

FORM IV: MANUFACTURER'S AUTHORIZATION 44

FORM V: INTEGRITY PACT 45

FORM VI: DEVIATION SCHEDULE 46

FORM VII: PRICE SCHEDULE FORM 47

Price Schedule - Related Services 49
Technical Specifications 50
Drawings (if applicable) 52

SECTION V SPECIAL CONDITIONS OF CONTRACT 53

SECURITY & FIRE SERVICES BUREAU
THIMPHU : BHUTAN
BPC

BIDDING PROCEDURE

SECTION I. INSTRUCTIONS TO BIDDERS

A. General

1. Scope of Supply

1.1. The Purchaser, as indicated in the Bid Data Sheet (BDS), issues these Bidding Documents for the supply of Goods and Related Services incidental thereto as specified in Section VII, Schedule of Supply. The name, identification number, and number of lots within this procurement are provided in the BDS.

1.2. Throughout this Bidding Document:

a) the term "in writing" means communicated in written form (e.g. by mail electronic mail) 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. As per the RGoB policy, Purchasers requires that the Bidders and Suppliers observe the highest standards of ethics during the procurement and execution of contracts. The terms "Corrupt Practice", "Fraudulent practice": "Collusive practice", "Coercive practice" "Obstructive practice" shall be as per the definition in GCC 4.2. In pursuance of this policy, the Purchaser:

a) 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;

b) 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 for the contract;

c) will have the right to require that a provision be included in Bidding Documents and in contracts, requiring Bidders, Suppliers and their Subcontractors to permit the Purchaser, any organization 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;

d) 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 III, Bidding Forms. Failure to provide a duly executed Integrity Pact Statement may result in disqualification of the Bid; and

e) 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.

2.2. Furthermore, Bidders shall be aware of the provision stated in GCC 37.1i.a.iii.

3. Eligible Bidders

3.1. A Bidder, and all parties constituting the Bidder, may have the nationality of any country, subject to the restrictions specified in ITB. 4.1 a & b. A Bidder shall be deemed to have the nationality of a country if the Bidder is a citizen or is constituted, incorporated, or registered and operates in conformity with the provisions of the laws of that country. This criterion shall also apply to the determination of the nationality of proposed subcontractors or suppliers for any part of the Contract including Related Services.

3.2. A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. Bidders may be considered to have a conflict of interest with one or more parties 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 and related Service to be purchased pursuant to these Bidding Documents, or

SECURITY & FIRE SERVICES BUREAU
BPC
THIMPHU : BHUTAN

b) submit more than one Bid in this bidding process, except for alternative offers permitted under ITB Clause 15. However, this does not limit the participation of subcontractors in more than one Bid.

c) employ or otherwise engage, either directly or through any of their affiliates, dependent or close relative of the Purchaser employee or has an authority over it. For the purposes of this Sub-Clause, a close relative is defined as immediate family which includes father, mother, brother, sister, spouse and own children.

3.3. Government-owned enterprises in Bhutan shall be eligible only if they can establish that they:

a) are legally and financially autonomous;
b) operate under commercial law; and
c) are not a dependent agency (directly or indirectly) of the Purchaser.

3.4. A Bidder that is under a declaration of ineligibility pursuant to ITB Sub-Clause 2.1c) shall not be eligible to participate in this bidding process in any capacity.

3.5. Bidders shall provide such evidence of their continued eligibility satisfactory to the Purchaser as the Purchaser shall reasonably request.

4. Exclusion of Bidders

4.1. A Bidder shall be excluded from participating in this bidding process under the following circumstances:

a) as a matter of law or official regulation, RGoB prohibits commercial relations with the country in which the Bidder is constituted, incorporated or registered; or

b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. RGoB prohibits any import of Goods or contracting of Services from the Country in which the Bidder is constituted, incorporated or registered or any payments to persons or entities in that country; or

c) Bidder is insolvent or is in receivership or is a bankrupt or is in the process of being wound up; or has entered into an arrangement with creditors; or

d) Bidder's affairs are being administered by a court, judicial officer or appointed liquidator; or

SECURITY & FIRE SERVICES BUREAU
BPC
THIMPHU : BHUTAN

e) Bidder has suspended business or is in any analogous situation arising from similar procedures under the laws and regulations of his country of establishment; or

f) Bidder has been found guilty of professional misconduct by a recognized tribunal or professional body; or

g) Bidder has not fulfilled his obligations with regard to the payment of taxes, or other payments due in accordance with the laws of the country in which he is established or of the Kingdom of Bhutan; or

h) Bidder is guilty of serious misrepresentation in supplying information in this tender; or

i) Bidder has been convicted for fraud and/or corruption by a competent authority; or

j) Bidder has not fulfilled any of his contractual obligations with the Purchaser in the past based on the Vendor Performance Management System (VPMS).

k) Bidder has been debarred from participation in public procurement by any competent authority as per law.

5. Eligible Goods and Related Services

5.1. All the Goods and Related Services to be supplied under the Contract may have their origin in any country, in accordance to ITB. 4.1c).1 (a & b).

5.2. For the purposes of this Clause, the term "Goods" includes commodities, raw material, machinery, equipment and industrial plants; and "Related Services" includes services such as insurance, supervision, installation, training, and initial maintenance.

5.3. The term "origin" means the country where the Goods have been mined, grown, cultivated, produced, manufactured or processed; or, through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.

SECURITY & FIRE SERVICES BUREAU
THIMPHU : BHUTAN
BPC

B. Contents of Bidding Document

6. Parts of Bidding Document

6.1. The Bidding Document consist of Bidding Procedure and Contracts which include all the Sections indicated below, and should be read in conjunction with any Addenda issued in accordance with ITB Clause 9.

Section I	Instructions to Bidders (ITB)
Section II	Bid Data Sheet (BDS)
Section III	Bidding Forms
Section IV	General Conditions of Contract (GCC)
Section V	Special Conditions of Contract (SCC)
Section VI	Contract Forms

7. General Information

7.1. The Invitation for Bids issued by the Purchaser is not part of the Bidding Document.

7.2. The Purchaser is not responsible for the completeness of the Bidding Document and their addenda, if any, if these were not obtained directly from the Purchaser.

7.3. The Bidder is expected to examine all instructions, forms, terms and specifications in the Bidding Document. Failure to furnish all information or documentation required by the Bidding Document may result in the rejection of the Bid.

8. Clarification of Bidding Document

8.1. Bidders shall not be allowed to seek any clarification of the Bidding Documents in person or by telephone or other verbal means.

8.2. A prospective Bidder requiring any clarification of the Bidding Documents shall notify the same to the Purchaser in writing at the Purchaser's address specified in the BDS.

8.3. The Purchaser shall respond in writing to any such request for clarification, provided that it is received no later than the date and time specified in the BDS.

SECURITY & FIRE SERVICES BUREAU
BPC
THIMPHU : BHUTAN

8.4. Copies of the Purchaser's response shall be uploaded in the Purchaser's or relevant website including a description of the enquiry without disclosing the name of the Bidder(s) seeking clarification. Should the Purchaser deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure under ITB Clause 9 and ITB Sub-Clause 26.2.

8.5. A pre-bid meeting shall be conducted only, if necessary, to clarify doubts and concerns of the Bidders prior to submission of Bids. The Bidders shall be invited to attend pre-bid meeting to be held on the date, time and location specified in BDS.

8.6. Non-attendance at the pre-bid meeting will not be a cause for disqualification of Bidders but at the same time shall not entitle them to raise any query at a later date.

8.7. The Bidders are requested to submit their questions and queries in writing not later than one week before the meeting. Clarifications to the queries raised in the pre-bid meeting, including the text of the questions raised without identifying the source, and the responses given together with any responses prepared after the meeting, shall be circulated to all Bidders and also uploaded on the Purchaser's website.

8.8. Any modification to the Bidding Documents that may become necessary as a result of the pre-bid meeting shall be made by the Purchaser through the issue of an addendum and not through the clarifications to the queries of pre-bid meeting.

9. Amendment of Bidding Documents

9.1. At any time prior to the deadline for submission of Bids, the Purchaser may amend the Bidding Documents by issuing an addendum. This may be done either on the Purchaser's own initiative or in response to a clarification request from a prospective Bidder.

9.2. Any addendum thus issued shall be part of the Bidding Documents and shall be uploaded in the Purchaser's website and or relevant website such addendum shall be binding on the prospective Bidders.

9.3. The Purchaser may, at its discretion, extend the deadline for submission of Bids pursuant to ITB Sub-Clause 26.2 to allow prospective Bidders reasonable time in which to take the addendum into account in preparation of their Bids.

9.4. 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. The Purchaser shall in no way

SECURITY & FIRE SERVICES BUREAU
BPC
THIMPHU : BHUTAN

be responsible for any ignorance of the Bidder about the addendum to the Bidding Documents.

C. Preparation of Bid

10. Cost of Bidding

10.1. The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Purchaser shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

11. Language of Bid

11.1. The Bid, as well as all correspondence and documents related to the Bid exchanged by the Bidder and the Purchaser, shall be in English. Supporting documents and printed literature that are part of the Bid shall be in English and if in any other language, should be translated to English. The English translation shall prevail on the interpretation.

12. Documents comprising the Bid

12.1. The Bid shall comprise the following:

a) Bid Submission Forms and Price Schedules in accordance with ITB Clauses 13 &14 ;

b) Bid Security, in accordance with ITB Clause 23;

c) Written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB Clause 24;

d) Documentary evidence in accordance with ITB Clauses 20 that the Goods and Related Services conform to the Bidding Documents;

e) Documentary evidence in accordance with ITB Clause 21 establishing the qualification of the Bidders;

f) Alternative Bids, if permissible, in accordance with ITB Clause 15;

g) Integrity Pact Statement, in accordance with ITB Sub-Clause 2.1;

SECURITY & FIRE SERVICES BUREAU
BPC
THIMPHU : BHUTAN

h) Deviation sheet in accordance with the Bidding Form: IV; and

i) Relevant Bidding forms

j) Any other documents required in the BDS.

13. Submission of Bid

13.1. The Bidder shall submit the Bid Submission Form using the form furnished in Section III. 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.

13.2. A bid in which the Bid Submission Form is not duly filled, signed and sealed by the Bidder shall be rejected.

14. Price Schedule

14.1. The Bidder shall submit the Price Schedules for Goods and Related Services according to their origin as appropriate, using the forms furnished in Section III, Bidding Forms.

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 Submission Form and in the Price Schedules shall conform to the requirements specified below:

a) all lots and items must be listed and priced separately in the Price Schedules;

b) the price to be quoted in the Bid Submission Form shall be the total price of the Bid excluding any discounts offered; and

c) the Bidder shall quote any unconditional discounts and the methodology for their application in the Bid Submission Form.

SECURITY & FIRE SERVICES BUREAU
BPC
THIMPHU : BHUTAN

16.2. 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 pursuant to GCC sub-clause 3.3.

16.3. Unless otherwise stated in the BDS, Prices shall be quoted inclusive of all applicable taxes and levies, transportation, handling costs and any other associated cost to fulfil the contractual obligations, as specified in the Price Schedule forms for Goods and Related Services included in Section III, Bidding Forms.

a) For Goods manufactured in Bhutan:

(i) the price of the Goods quoted EXW (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 in the manufacture or assembly of the Goods;

(ii) any Bhutan sales and other taxes which will be payable on the Goods if the contract is awarded to the Bidder;

(iii) the price for inland transportation, insurance and other local services required to deliver the Goods to their final destination specified in the BDS; and

(iv) the total price for the item.

b) For Goods manufactured outside Bhutan

(i) The price of Goods, quoted CIF/CIP/DDP/any other, 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 the

SECURITY & FIRE SERVICES BUREAU BPC THIMPHU : BHUTAN

Schedule of Supply, the price of each item comprising the Related Services (inclusive of any applicable taxes).

16.4. Bidders wishing to offer any price reduction (discount) for the award of more than one Contract shall specify in their Bid the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Price reductions or discounts shall be submitted in accordance with ITB Sub-Clause 16.1, provided the Bids for all lots are submitted and opened at the same time.

16.5. If so, indicated in ITB Sub-Clause 16.1, Bids are being invited for individual items, lots or packages as indicated in the BDS, 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 wishing to offer any price reduction (discount) for the award of more than one Contract shall specify in their Bid the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Price reductions or discounts shall be submitted in accordance with ITB Sub-Clause 16.1, provided the Bids for all lots are submitted and opened at the same time.

17. Vendor Performance Management System

17.1. The performance of the vendor shall be assessed as per the Vendor Performance Management System (VPMS) available in the Purchaser's website and relevant website for the purpose of assessing the performance of the supplier.

18. Price Variation

18.1. 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 Clause 35 unless adjustable price quotations are permitted by the BDS. If, in accordance with the BDS, prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract, a Bid submitted with a fixed price quotation shall not be rejected, but the price adjustment shall be treated as zero.

19. Currencies of Bid

19.1. The unit rates and prices required to be quoted by the Bidder shall be as per the currencies specified in the BDS.

SECURITY & FIRE SERVICES BUREAU
BPC
THIMPHU : BHUTAN

19.2. The reference exchange rate (selling rate) prevailing on the day of Bid opening or the immediate preceding date as posted by the Royal Monetary Authority of the Kingdom of Bhutan shall be used for conversion of prices.

19.3. Bid prices shall be evaluated in accordance to ITB 38. The payments shall be made in the currency of the bid and any banking charges related to payment shall be borne by the Suppliers.

20. Documents Establishing the Conformity of the Goods and Related Services

20.1. To establish the conformity of the Goods and Related Services to the Bidding Document, the Bidder shall furnish as part of its Bid documentary evidence that the Goods conform to the technical specifications and standards.

20.2. The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item by item description of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to the technical specifications and, if applicable, a statement of deviations and exceptions to the provisions of the Schedule of Supply must be clearly indicated in the deviation schedule under Section III, Bidding Form.

20.3. The Bidder shall also furnish a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods during the period specified in the BDS following commencement of the use of the Goods by the Purchaser.

20.4. Standards for workmanship, process, material and equipment, as well as references to brand names or catalogue numbers specified by the Purchaser in the 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, provided that it demonstrates to the Purchaser's satisfaction that the substitutions ensure equivalence or are superior to those specified in the Schedule of Supply with exception in certain Bulk items, 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, list of past performance certificate from the user and Purchaser or manufacturer profile for all new brands are submitted.

SECURITY & FIRE SERVICES BUREAU
BPC
THIMPHU : BHUTAN

21. Documents Establishing the Qualification of Bidders

21.1. The Bidder shall have the minimum level of financial capacity if so, specified in the BDS to qualify for supply of Goods and Related Services under the Contract.

21.2. The Bidder shall have following technical capacity and minimum level of experience to qualify for supply of Goods and Related Services under the Contract:

a) the minimum number of years of experience in the supply of Goods and Related Services if so, specified in the BDS;

b) specific experience in the Supply of similar Goods and related service if so, specified in the BDS; and

c) minimum production capacity or availability of equipment if so, specified in the BDS.

21.3. The documentary evidence of the Bidder's qualifications 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 that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer's Authorization using the form included in Section III, 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 in the BDS, in the case of a Bidder not doing business within Bhutan, the Bidder is or will be (if awarded the Contract) represented by an agent/dealer in Bhutan equipped and able to carry out the Supplier's maintenance, repair and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications;

c) that, if permitted in the BDS, Bids submitted by a Joint Venture/Consortium (JV/C) of two or more firms as partners comply with the following requirements:

(i) the Bid is signed so as to be legally binding on all partners;

(ii) all partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms;

(iii) one of the partners is nominated as the lead partner of the JV/C, authorized to incur liabilities, and to receive instructions for and on behalf of any and all partners of the JV/C;

SECURITY & FIRE SERVICES BUREAU
BPC
THIMPHU : BHUTAN

(iv) the execution of the entire Contract, including payment, shall be done exclusively with the lead partner; and

(v) a copy of the JV/C Agreement entered into by the partners is submitted with the Bid; or a Letter of Intent to execute a JV/C Agreement in the event of a successful Bid is signed by all partners and submitted with the Bid, together with a copy of the proposed Agreement.

22. Period of Validity of Bids

22.1. Bids shall remain valid for the period specified in the BDS from the Bid submission deadline prescribed by the Purchaser. A Bid valid for a shorter period and inadequate value shall be rejected by the Purchaser as non-responsive.

22.2. In exceptional circumstances, prior to expiry of the Bid validity period, the Purchaser may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing. The Bid Security shall also be extended for a corresponding period. A Bidder may refuse the request to extend the validity of its Bid without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its Bid, except as provided in ITB Sub-Clause 22.3.

22.3. The provisions of the ITB 23 regarding the forfeiture and discharge of Bid Security shall continue to apply during the extended period of Bid Validity.

23. Bid Security

23.1. The Bidder shall furnish, as part of its Bid, a Bid Security in original form, denominated in currency and in the amount specified in the BDS.

23.2. The Bid Security shall at the Bidder's option, be in any of the following forms:

(i) an Unconditional Bank Guarantee (in accordance with the form included in Section IV, Bidding Forms); or
(ii) a Banker's Certified Cheque/Cash Warrant or
(iii) a Demand Draft;
(iv) Cash deposit through Bank Transfer, in case of exceptional circumstance where the submission of bid security by the above form are not possible.

SECURITY & FIRE SERVICES BUREAU
BPC
THIMPHU : BHUTAN

23.3. The Bid security shall be issued by a reputable financial institution enforceable in any Banks in Bhutan.

23.4. Bid Security shall be submitted in its original form and copies shall not be accepted.

23.5. Bid Security shall remain valid for a period of thirty (30) days beyond the end of the validity period of the Bid, as extended, if applicable. Accordingly, the Bid Security shall remain valid till the date specified in the BDS.

23.6. Any Bid not accompanied by a valid Bid Security shall be rejected by the Purchaser as non-responsive.

23.7. The Bid Securities of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder furnishing the Performance Security pursuant to ITB Clause 46. In case of single stage-two envelope and two stage mode of tendering, Bid Security of non-responsive Bidders shall be returned immediately after technical evaluation.

23.8. The Bid Security shall be forfeited:

a) if a Bidder withdraws its Bid during the period of Bid validity except as provided in ITB Sub-Clause 22.2; or

b) if the successful Bidder fails to:

(i) sign the Contract in accordance with ITB Clause 44;

(ii) furnish a Performance Security in accordance with ITB Clause 45; or

(iii) accept the correction of its Bid Price pursuant to ITB Sub-Clause 35.4.

22.9. The Bid Security of a JV/C must be in the name of the JV/C that submits the Bid.

24. Format and Signing of Bid

24.1. The Bidder shall prepare ONE Original document comprising the Bid as described in ITB Clause 12 and clearly mark it "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.

24.2. The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder.

SECURITY & FIRE SERVICES BUREAU
BPC
THIMPHU : BHUTAN

24.3. Any interlineations, erasures or overwriting shall be valid only if they are signed or initialled by the authorized person signing the Bid.

D. Submission and Opening of Bids

25. Submission, Sealing and Marking of Bids

25.1. Bids shall be delivered by hand, courier, registered post or electronic means. The Bidder shall seal the original of the Bid and the number of copies stipulated in the BDS, in separate inner envelopes contained within one outer envelope. All envelopes shall be sealed with adhesive or other sealant to prevent reopening.

25.2. The outer Envelope shall:

a) be marked "CONFIDENTIAL";
b) be addressed to the Purchaser provided in the BDS;
c) bear the Tender name and number; and
d) provide a warning not to open before the time and date for Bid Opening.

25.3. Single-Stage Two Envelope Process:

a) The inner Envelope - I shall contain:

(i) technical bids and be signed across their seals by the person authorized to sign the Bid on behalf of the Bidder; and
(ii) be marked "ORIGINAL", "ALTERNATIVE" (if permitted) and "COPY".

b) The inner envelope - II shall contain:

(i) financial bids and be signed across their seals by the person authorized to sign Bid on behalf of the Bidder; and

(ii) be marked "ORIGINAL", "ALTERNATIVE" (if permitted) and "COPY".

25.4. Where Bids are invited under the single stage single envelope, both technical and financial bid shall be in one envelope.

25.5. In addition to the identification required in ITB Sub-Clause 25.2, the inner envelopes shall indicate the name and address of the Bidder, to enable the Bid to be returned unopened in case it is declared late pursuant to ITB Clause 27.

SECURITY & FIRE SERVICES BUREAU
BPC
THIMPHU : BHUTAN

25.6. If the outer envelope is not sealed and marked as above, the Purchaser shall assume no responsibility for the misplacement or premature opening of the Bid.

25.7. In the Two-Stage Process, Bidders shall be advised to submit only the technical bids in the first stage. In the second stage, Bidders shall be requested to submit both their technical bids as modified and agreed with the Purchaser and the financial bids based on the modified technical bids simultaneously in two separate sealed envelopes.

25.8. When so specified in the BDS Bidders shall have the option of submitting their Bids electronically. Bidders submitting Bids electronically shall follow the procedures specified in the BDS.

26. Deadline for Submission of Bids

26.1. Bids shall be delivered by hand, courier, registered post or electronic means to the Purchaser at the address and no later than the date and time indicated in the BDS.

26.2. The Purchaser may, at its discretion, extend the deadline for the submission of Bids by amending the Bidding Documents in accordance with ITB Clause 9, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

26.3. In the event of the specified date for submission of Bids being declared a holiday for the Purchaser, the bids will be received up to the specified time on the next working day. Such postponement of the date will not have any impact on the other dates specified bidding document (Bid Validity and validity of Bid Security).

27. Late Bids

27.1. The Purchaser shall not consider any Bid that arrives after the deadline for submission of Bids. Any Bid received by the Purchaser after the deadline for submission of Bids shall be declared late, rejected, and returned unopened to the Bidder.

28. Withdrawal, Substitution and Modification of Bids

28.1. A Bidder may withdraw, substitute or modify its Bid after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the

SECURITY & FIRE SERVICES BUREAU
BPC
THIMPHU : BHUTAN

authorization (the power of attorney). The corresponding substitution or modification of the Bid must accompany the respective written notice and must be:

a) submitted in accordance with ITB Clauses 24 and 25 in addition, the respective envelopes shall be clearly marked "WITHDRAWAL", "SUBSTITUTION" or "MODIFICATION;" and

28.2. received by the Purchaser prior to the deadline prescribed for submission of Bids, in accordance with ITB Clause 26.

28.3. Bids requested to be withdrawn shall be returned unopened to the Bidders.

28.4. No Bid may be withdrawn, substituted or modified in the interval between the deadline for submission of Bids and the expiry of the period of Bid validity specified by the Bidder on the Bid Submission Form or any extension thereof.

28.5. Withdrawal of a bid between the deadline for submission of bids and expiration of the period of bid validity specified as extended pursuant to Clause 22.1, may result in the forfeiture of the Bid Security pursuant to Clause 23.5. If the lowest or the lowest evaluated Bidder withdraws his bid between the periods specified in this clause, the bid security of the Bidder shall be forfeited.

29. Bid Opening

29.1. The Purchaser shall conduct the Bid Opening in public, in the presence of Bidders designated representatives who choose to attend, and at the address, date and time specified in the BDS.

29.2. Bidders, their representatives and other attendees at the Bid Opening shall not be permitted to approach any members of the Bid Opening Committee or any of the Purchaser employees.

29.3. First, envelopes marked "WITHDRAWAL" shall be read out and the envelope with the corresponding Bid shall not be opened, but shall be returned to the Bidder. No Bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at Bid Opening.

29.4. 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. No Bid substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at Bid Opening.

SECURITY & FIRE SERVICES BUREAU
BPC
THIMPHU : BHUTAN

29.5. Envelopes marked "MODIFICATION" shall be opened and read out with the corresponding Bid. No Bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Bid Opening.

29.6. All other envelopes shall be opened one at a time. The Bidders' names, the Bid prices, the total amount of each Bid and of any alternative Bid (if alternatives have been requested or permitted), any discounts, bid withdrawals, substitutions or modifications, the presence or absence of Bid Security, responses to any Bidding Documents addenda, and such other details as the Purchaser may consider appropriate shall be announced by the Purchaser at the Bid Opening.

29.7. No Bid shall be rejected at Bid Opening except for late Bids pursuant to ITB Clause 27, and Bid Security not in accordance with ITB 23.

29.8. Substitution Bids and modifications submitted pursuant to ITB Clause 28 that are not opened at Bid Opening shall not be considered for further evaluation.

29.9. The Bidders' representatives and attendees who are present shall be requested to sign the record of Bid Opening. The omission of a Bidder's or other attendee's signature on the record shall not invalidate the contents and effect of the record.

29.10. In case of Single Stage Two Envelope Bid, technical bid shall only be opened on the bid opening date. The date for opening the financial bid shall be intimated to the Bidders whose Bid is found responsive in the techno-commercial evaluation.

E. Evaluation and Comparison of Bids

30. Confidentially

30.1. Information relating to the examination, evaluation, comparison of Bids, and recommendation of Contract Award, shall not be disclosed to Bidders or any other persons not officially concerned with such process until publication of the Contract Award.

30.2. Any effort by a Bidder to influence the Purchaser in the examination, evaluation, comparison and post qualification of the Bids or Contract Award decisions may result in the rejection of its Bid.

EXECUTIVE & FIRE SERVICES BUREAU BPC THIMPHU : BHUTAN

30.3. Notwithstanding ITB Sub-Clause 30.2, from the time of Bid Opening to the time of Contract Award, if any Bidder wishes to contact the Purchaser on any matter related to the bidding process, it should do so in writing.

31. Clarification of Bids

31.1. To assist in the examination, evaluation, comparison of the Bids, the Purchaser may, at its discretion, ask any Bidder for a clarification of its Bid such as discrepancies between the offered Guaranteed Technical Particulars and test value/ drawings/relevant documents, any documentary evidences including type test report, past performance certificates, ISO certificates etc.

31.2. Any clarification submitted by a Bidder that is not in response to a request by the Purchaser shall not be considered. The Purchaser's request for clarification and the response shall be in writing. No change in the prices or substance 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 Clause 35. If a Bidder does not provide clarifications of its Bid by the date and time set by the Purchaser, the bid may be rejected.

32. Preliminary Examinations of Bids

32.1. The Purchaser shall examine the Bids to confirm that all documents and information requested in ITB Clause12 have been provided, and to determine the completeness of each document submitted.

32.2. The Purchaser shall confirm that the following documents and information have been provided in the Bid. If any of these documents or information is missing, the offer shall be rejected.

a) Bid Submission Form, in accordance with ITB Sub-Clause 12.1(a);
b) Price Schedules, in accordance with ITB Sub-Clause 12.1 (a);
c) Bid Security, in accordance with ITB Clause 23.

32.3. No conditional offer(s) shall be allowed. A bid with conditional offers shall be rejected.

33. Examination of Techno-Commercial Bids

33.1. The Purchaser shall examine the Bid to confirm that all terms and conditions specified in the BDS and the SCC have been accepted by the Bidder without any material deviation or reservation.

SECURITY & FIRE SERVICES BUREAU
BPC
THIMPHU : BHUTAN

33.2. 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.

33.3. The Purchaser shall evaluate the technical aspects of the Bid submitted in accordance with ITB Clause 20, to confirm that all requirements specified in Schedule of Supplies, have been met without any material deviation or reservation.

33.4. 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 Clause 35, the bid shall be rejected.

34. Responsiveness of Bids

34.1. 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.

34.2. A substantially responsive Bid is one that conforms to all the terms, conditions and technical specifications of the Bidding Documents without material deviation, reservation or omission. A material deviation, reservation or omission is one that:

a) affects in any substantial way the scope, quality or performance of the Goods or Related Services required; or

b) limits in any substantial way inconsistent with the Bidding Documents, the Purchaser's rights or the Bidder's obligations under the Contract; or

SECURITY & FIRE SERVICES BUREAU
BPC
THIMPHU : BHUTAN

c) if rectified would affect unfairly the competitive position of other Bidders presenting responsive Bids

34.3. 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.

35. Nonconformities, Errors and Omissions

35.1. 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.

35.2. 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.

35.3. 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 line-item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line-item total shall 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 line-item total as quoted shall govern and the unit price shall be corrected;

b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and

c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to ITB Sub-Clauses 35.3 (a) and (b) above.

35.4. 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.

SECURITY & FIRE SERVICES BUREAU
BPC
THIMPHU : BHUTAN

36. Conversion to Single Currency

36.1. For evaluation and comparison purposes, the Purchaser shall convert all Bid prices expressed in amounts in various currencies into a single currency based on the Telegraphic Transfer (TT) selling rate published by the Royal Monetary Authority of Bhutan on the day of bid opening.

37. Margins of Preferences

37.1. 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.

38. Detail Evaluation and Comparison of Bids

38.1. The Purchaser shall evaluate each Bid that has been determined, up to this stage of the evaluation, to be substantially responsive.

38.2. To evaluate a Bid, the Purchaser shall only use the factors, methodologies and criteria defined in this ITB Clause 38. No other criteria or methodology shall be permitted.

38.3. 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 Clause 35.3;

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; and

f) adjustments due to the application of a margin of preference, in accordance with ITB Clause 37, if applicable.

g) If required, the Purchaser may carry out the inspections of the Bidder's factories to assess the production and technical capacity of the Bidder to perform the Contract. The

SECURITY & FIRE SERVICES BUREAU
BPC
THIMPHU : BHUTAN

Purchaser shall notify in advance of the date in writing on which the inspection will be made.

38.4. The Purchaser's evaluation of a Bid shall exclude and not consider:

a) in the case of Goods manufactured in Bhutan, sales and other similar taxes which will be payable on the Goods if the Contract is awarded to the Bidder;

b) in the case of Goods manufactured outside Bhutan, already imported or to be imported, Customs duties and other import taxes levied on the imported Goods, sales and other similar taxes which will be payable on the Goods if the Contract is awarded to the Bidder; and

c) any allowance for price adjustment during the period of execution of the Contract, if provided in the Bid.

38.5. 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, the factors, criteria and the methodology of application shall be as specified in ITB Sub-Clause 38.3 (e).

38.6. If so, specified in the BDS, these Bidding Documents shall allow Bidders to quote separate prices for one or more lots, and shall allow the Purchaser to award one or multiple lots to more than one Bidder. The methodology of evaluation to determine the lowest evaluated lot combinations is specified BDS.

38.7. The Purchaser shall compare all substantially responsive Bids to determine the lowest evaluated Bid, in accordance with ITB Sub-Clause 34.

39. Abnormally High / Low Bids

39.1. An abnormally low bid is one where the bid price, in combination with other elements of the bid appears to be so low that it raises concerns as to the capability of the Bidders to perform the contract for the offered bid price.

39.2. When the prices in a particular bid appear abnormally low or seriously unbalanced, the Purchaser shall revisit/ review its own estimated value. Based on the revised value, decision shall be taken to reject/ accept the abnormally low or high bids. The Procuring Agency shall

SECURITY & BIA SERVICES BUREAU
BPC
THIMPHU : BHUTAN

shall seek written clarifications from the Bidder including detailed price analysis of its bid price in relation to the subject matter of the contract and any other requirements of the request for Bidding Documents.

39.3. If the Purchaser decides to accept the abnormally low bid after considering the above, the Bidder shall be required to provide additional differential security equivalent to the difference between the estimated amount and the quoted price in addition to the performance security, to a maximum of 10% of the quoted amount in the form of BG/DD enforceable in any Bank of Bhutan. The Differential security shall be retained till the completion of the supplies.

39.4. If the prices of all the received bids are abnormally high then the Purchaser may negotiate with the lowest evaluated Bidder after approval of the Competent Authority. In case the negotiation fails, all bids may be rejected.

40. Purchaser's Right to Accept Any Bid, and Reject Any or All Bids

40.1. 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 Contract award, without thereby incurring any liability to Bidders.

F. Award of Contract

41. Award Criteria

41.1. The Purchaser shall award the Contract to the Bidder whose offer has been determined to be the lowest evaluated Bid and is substantially responsive to the Bidding Documents, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

42. Purchaser's Right to vary quantities

42.1. At the time the Contract is awarded, the Purchaser reserves the right to increase or decrease the quantity of Goods and Related Services originally specified Schedule of Supply, provided this does not exceed 25% of the total quantity of the item without any change in the unit prices or other terms and conditions of the Bid and the Bidding Documents.

SECURITY & FIRE SERVICES BUREAU
BPC
THIMPHU : BHUTAN

43. Notification of Award

43.1. Prior to expiry of the period of Bid validity, the Purchaser shall notify the successful Bidder, in writing, that its Bid has been accepted and may publish a Notification of Award on the Purchaser's website or relevant website.

43.2. Until a formal Contract is prepared and executed, the Notification of Award shall constitute a binding Contract.

43.3. Upon the successful Bidder furnishing the signed Contract Form and the Performance Security pursuant to ITB Clause 45. The Purchaser shall promptly notify each unsuccessful Bidder and discharge its Bid Security, pursuant to ITB Sub-Clause 23.4.

43.4. After the issuance of Notification of Award, unsuccessful Bidders within three (3) days may request in writing to the Purchaser for a debriefing seeking explanations of the grounds on which their Bids were not selected. Where a request for debriefing has been received within the deadline, the Purchaser shall provide debriefing within five (5) days in writing to any unsuccessful Bidder.

44. Signing of Contract

44.1. At the same time as notifying the successful Bidder in writing through NoA that its Bid has been accepted, the Purchaser shall invite the successful Bidder for signing of Contract Agreement.

44.2. Within the time period specified in the BDS, on issuance of the NoA the successful Bidder are required to submit performance security and sign the Contract Agreement.

44.3. Where the Contract is not signed by both parties in person:

a) The Purchaser shall send to the successful Bidder a duly signed copy comprising of complete Contract documents and the NoA. These documents shall be signed by the successful Bidder or its duly authorized representative, together with the date of signature, in order for the Contract to be effective;

b) The NoA shall indicate the deadline within which the successful Bidder shall sign these documents with the date of signature and return a copy to the Purchaser, in accordance with the mode of delivery including electronic mode (e.g., scanned copy with electronic signature, etc.) as may be specified by the Purchaser in the NoA;

SECURITY & FIRE SERVICES BUREAU
BPC
THIMPHU : BHUTAN

c) The Contract shall become effective from the date of signing these documents;

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.

44.4. Notwithstanding ITB Sub-Clause 45.2 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 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 Goods, systems or services under the terms of the Contract.

45. Performance Security

45.1. Within the time period specified in the BDS, on receipt of Notification of Award from the Purchaser, the Bidder shall submit the Performance Security in accordance with the GCC 16, using any of the following forms:

a) Unconditional bank guarantee in the form provided for in Section X, Contract

b) Forms, or another form acceptable to the Purchaser, or

c) Banker's certified cheque/cash warrant, or

d) Demand draft.

e) Cash deposit through Bank transfer only in case of exceptional circumstances in the Purchaser's bank account.

45.2. If the Performance Security is provided by the successful Bidder in the form of a bank guarantee issued by any Financial Institution enforceable in any Banks in Bhutan.

45.3. Failure by the successful Bidder to submit the above-mentioned Performance Security or to sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event the Purchaser may award the Contract to the next lowest evaluated Bidder whose offer is substantially responsive and is determined by the

SECURITY & FIRE SERVICES BUREAU BPC THIMPHU · BHUTAN

Purchaser to be qualified to perform the Contract satisfactorily. Such a failure shall be considered as "withdrawal" and all relevant clauses shall apply.

SECURITY & FIRE SERVICES BUREAU
BPC
THIMPHU : BHUTAN

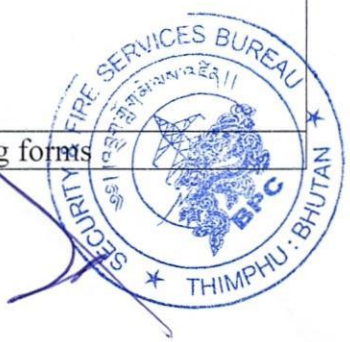
SECTION II. BID DATA SHEET

The Bid Data Sheet (BDS) contains information and provisions that are specific to a particular bidding process. The Purchaser must specify in the BDS only information that the Instructions to Bidders (ITB) request be specified in the BDS. All information shall be provided, and no clause shall be left blank. To facilitate the preparation of the BDS, its clauses are numbered with the same numbers as the corresponding ITB clauses. This guide provides information to the Purchaser on how to enter all required information, and includes a BDS format that summarizes all information to be provided.

ITB	Particulars
1.1	The Purchaser is: Security and Fire Services Bureau , Bhutan Power Corporation Limited, Thimphu
8.2	For Bid clarification purposes, the Purchaser's address is: Attention: Mr. Betu Tsheing Address: SFSF, BPC, Thimphu Phone number:+975 2 325096 Electronic mail: betutshering@bpc.bt
8.3	Bid Clarification request will be received on or before: Time : 12:00 Hours *[Bhutan standard time]* Date 13.08.2021
8.5	A pre-bid meeting shall not take place.
11.1	The language of bid is: English
12.1(i)	The Bidder shall submit with its Bid the following additional documents: a*) Copies of valid Trade License* *b) Latest Tax Clearance Certificate*
15.1	Alternative Bids shall not be permitted.
18.1	The prices quoted by the Bidder *shall not* be adjustable.

SECURITY & FIRE SERVICES BUREAU
BPC
THIMPHU : BHUTAN

19.1	Bid Prices shall be quoted in Ngultrum for goods offered from Bhutan, in Indian Rupees for goods offered from India; and in US dollar/major foreign currencies for goods offered from other Countries. Bid Prices expressed in Indian currency and US Dollars/major foreign currencies shall be accepted and evaluated in accordance to ITB 38. 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.
20	**Technical Requirement:** The minimum technical specifications are detailed out under the item. Any technical deviation shall be brought out in the deviation sheet provided. If the deviations are not mentioned in the deviation sheet provided, the specification shall be considered as complied with the requirement.
20.3	The period of time for which the Goods are expected to be functioning (for the purpose of spare parts, special tools, etc.) is *not applicable (NA)*
21.1	Financial Capability: The Bidder shall furnish documentary evidence that it meets the financial requirement(s): **Not Applicable (NA)**
21.2	Experience and Technical Capacity: The Bidder shall furnish past performance certificate as documentary evidence to demonstrate that it meets the experience requirement(s).
21.3(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.
21.3 (c)	Joint Venture, Consortium (JV/C) Bids are not *permitted.*
22.1	The Bid validity period shall be 90 days from the date of opening.
23.1	The Bidder shall furnish a bid security in the amount of Nu. 90,000(Ng. Ninety Thousand) only and should address to The Director Finance and Accounts Services BPC, Thimphu
23.2	The Bid Security shall be provided in any one of the following forms



	issued/enforceable by any financial institution in Bhutan: *(i) Unconditional bank guarantee issued by a reputable financial institution acceptable to any banks in Bhutan, in the form provided for in the Contract or in any other form acceptable* *(ii) Cash warrant, or* *(iii) Demand Draft*
23.5	The Bid Security shall be valid till 15th December 2021.
24.1&25.1	In addition to the original Bid, the number of copy is 1.
25.2(b)	For bid submission purposes only, the Purchaser's address is: Attention: **Chief Security cum Fire Officer** **Address: SFSB, HRCS, BPC, thimphu** **Bhutan Power Corporation Limited,** **Yarden Lam, Post Box No. 580, Thimphu, Bhutan.**
25.3	**Modes of Tendering for this tender is Single Stage Process-Single Envelop**
25.8	Bidders shall have the option of submitting their Bids electronically.
26.1	The deadline for the submission of Bid is **17.08.2021 at 14:30 hrs (Bhutan standard time) in the BPC Conference Hall.**
37.1	A margin of..... *[insert percentage]* Domestic Preference ..... *[insert "shall" or "shall not']* apply.- **Not Applicable** [*If domestic preference applies, insert "the application methodology shall be as given below*] *The Purchaser may grant a margin of preference to goods manufactured in the Purchaser's country for the purpose of bid comparison, in accordance with the procedure outlined in subsequent paragraphs:* *1. Bids will be classified in one of the two groups, as follows:* *(a) Group A: Bids offering goods manufactured in Bhutan:* *(b) Group B: Bids offering Goods manufactured outside Bhutan that have been already imported* *In the first step, all evaluated bids in each group shall be compared to determine the lowest bid in each group. Such lowest evaluated bids shall be compared with each other and if as a result of this*

SECURITY & FIRE SERVICES BUREAU
BPC
THIMPHU : BHUTAN

	comparison, a bid from Group A is the lowest, it shall be selected for the award. *All evaluated bids in each group shall be compared to determine the lowest evaluated bid. Such lowest evaluated bid from each group shall be compared with each other and if:* *As a result of this comparison, a bid from Group B is the lowest evaluated bid.* *a) An amount of 10% domestic preference shall be calculated on Group A's lowest evaluated bid price to be subtracted or deducted on the lowest evaluated bid price (Group A).* *b) After deducting 10% from the evaluated bid price from group A, this shall be compared with the lowest evaluated bid from the Group B to determine the lowest evaluated bid for the award.* *c) After applying domestic preference if there is a tie in between the lowest evaluated bid price from group A and lowest evaluated bid price from Group B, preference shall be given to lowest evaluated bid from*

SECURITY & FIRE SERVICES BUREAU
THIMPHU : BHUTAN

38	**To evaluate the offer, the purchaser shall consider the following:**
	a. Evaluation will be done Lot wise.
	b.Price adjustment due to discounts offered if any.
	c.Price adjustment for correction of arithmetic errors shall be carried out (if any). The Purchaser shall correct arithmetical errors on the following basis:
	i.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.
	ii.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.
38.3(e)	The adjustments shall be determined using the following criteria:

Deviation in Delivery schedule: **Yes.**

The Goods are required to be delivered within the Delivery Schedule. No credit will be given to deliveries before the earliest date, and Bids offering delivery after the final date may be treated as non-responsive.

(b) Deviation in payment schedule: No

(c) The cost of major replacement components, mandatory spare parts, and service: No

OR

(d) The availability in Bhutan of spare parts and after-sales services for the equipment offered in the Bid :No

(e) The projected operating and maintenance costs during the life of the equipment: NA

(f) The performance and productivity of the equipment offered: Yes and as per SCC clause 28.3

44.2 & 45.1	**The successful Bidder shall submit the performance security and sign the Contract within fifteen [7 days] of issuance of the NoA.**

SECURITY & FIRE SERVICES BUREAU
BPC
THIMPHU : BHUTAN

SECTION III BIDDING FORMS

Form I: Bidder's Information Form

The Bidder shall fill in this Form in accordance with the instructions indicated below.
Date: *[insert date (as day, month and year) of Bid submission]*
Tender No.: [*insert number of bidding process*]

1. Bidder's Legal Name .....*[insert name]*	
2. In case of Joint Venture/ Consortium (JV/C) legal name of each member: ..... *[insert JV/C]*	
3. Bidder's or each member of JV/C 's Country of Registration: ..... *[insert Country of Registration]*	
4. Bidder's or each member of JV/C 's Year of Registration: ..... *[insert year of registration]*	
5. Bidder's or each member of JV/C 's Legal Address in Country of Registration:..... *[insert legal address]*	
6. Bidder's or each member of JV/C 's Authorized Representative Information (if applicable) Name and identity No.: ..... *[insert Authorized Representative's name and identity No.]* Address: ..... *[insert Authorized Representative's address]* Telephone/mobile No.:.....*[insert Authorized Representative's contact No.]* E-mail Address: ..... *[insert Authorized Representative's email]*	
Attached are copies of the following original documents: *[check the box(es) of the attached original documents]*	
☐	Articles of Incorporation or Registration of firm or valid Trade license named in 1 above,
☐	In the case of a JV/C letter of intent to form the JV/C or the JV/C agreement
☐	In the case of a government owned entity from Bhutan, documents establishing legal and financial autonomy and compliance with commercial law
☐	Power of attorney authorizing the signatory of the Bid to sign on behalf of the Bidder.
☐	Tax clearance certificates.

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Form II: Bid Submission 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]*
Tender No.: *insert number* .....
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 SCC 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 methodologies 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] from the date fixed for the Bid submission deadline in accordance with ITB Sub-Clause 26.1, and it shall remain binding upon us and may be accepted at any time before expiry of that period;

If our Bid is accepted, we commit to provide a Performance Security in accordance with ITB Clause 45 and GCC Clause 16 for the due performance of the Contract;

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Form III: 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]

Tender No. .....

Beneficiary: ..... [Name and Address of Purchaser]

Date: .

BANK GUARANTEE No.: _____

At the request of the Bidder, we..... *[insert name of Bank]* hereby irrevocably undertake topay 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 Form; 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(s)]*

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(c) 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 Clause 15;

(d) 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, and the nationality each subcontractor and supplier]

(i) We have no conflict of interest pursuant to ITB 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 Sub-Clause 3.4;

(k) We have read the ITB and GCC carefully, understood and agree to comply with all the clauses which are mentioned therein. In case of any breach of any condition on our part, we shall be liable for actions as per terms and conditions of the Contract.

(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 accept the Vendor Performance Management System.

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 Submission Form]*

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

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Form V: Integrity Pact

This agreement should be a part of the tender document, which shall be signed and submitted along with the tender document. The head of 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).

1 General:

Whereas *Major Pema Penjor, Chief Security cum Fire Officer)* representing the *Bhutan Power Corporation Limited*, Royal Government of Bhutan, hereinafter referred to as the **"Employer"** on one part, and ..... representing ....., hereinafter referred to as the **"Bidder"** on the other part hereby execute this agreement as follows:

This agreement shall be a part of the standard bidding document, which shall be signed by both the parties at the time of purchase of bidding documents and submitted along with the tender document.

2 Objectives:

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

2.1 Enabling the Employer to obtain the desired contract at a reasonable and competitive price in conformity to the defined specifications of the works or goods or services; and

2.2 Enabling bidders to abstain from bribing or any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also refrain from bribing and other corrupt practices.

3. Scope:

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

4. Commitments of the Employer:

The Employer Commits itself to the following:-

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

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

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4.1 The Employer hereby undertakes that no officials of the Employer, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favor or any material or immaterial benefit or any other advantage from the Bidder, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process and contract administration.

4.2 The Employer further confirms that its officials shall not favor any prospective bidder in any form that could afford an undue advantage to that particular bidder in the bidding process and contract administration and will treat all Bidders alike.

4.3 Officials of the Employer, who may have observed or noticed or have reasonable suspicion shall report to the head of the employing agency or an appropriate government office any violation or attempted violation of clauses 2.1(e).

4.4 Following report on violation of clauses 2.1 and 2.2 by official (s), through any source, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings shall be initiated by the Employer and such a person shall be debarred from further dealings related to the bidding process and contract administration.

5. Commitments of Bidders

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

5.1 The Bidder shall not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Employer, connected directly or indirectly with the bidding process and contract administration, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding process and contract administration.

5.2 The Bidder shall not collude with other parties interested in the contract to manipulate in whatsoever form or manner, the bidding process and contract administration.

5.3 If the bidder(s) have observed or noticed or have reasonable suspicion that the provisions of the IP have been violated by the procuring agency or other bidders, the bidder shall report such violations to the head of the procuring agency.

6. Sanctions for Violation:



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

6.1 The breach of the IP or commission of any offence (forgery, providing false information, mis-representation, providing false/fake documents, bid rigging, bid steering or coercion) by the Bidder, or any one employed by him, or acting on his/her behalf (whetherwith or without the knowledge of the Bidder), shall be dealt with as per the terms and conditions of the contract and other provisions of the relevant laws, including De-barment Rules.

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

7. Monitoring and Administration:

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

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

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

The parties hereby sign this Integrity Pact at on.



Affix Legal Stamp

EMPLOYER

CID :

Witness: _____

Name: Betu Tshering

CID : 11410001233

BIDDER/REPRESENTATIVE

CID :

Witness: _____

Name:

Form VI: Deviation Schedule

The Bidder shall specify below, in detail, all deviations from and exceptions to the Bid Document. Any entry shall be referenced to the clause to which they refer.

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

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

Note: In continuation sheet to this page may be used and annexed to this form if required.

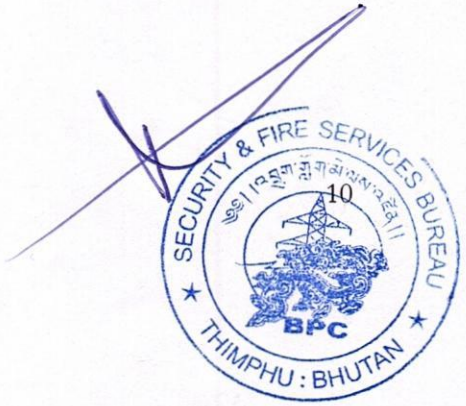
In case of NO DEVIATION mentioned here and deviation of clauses/specification is mentioned elsewhere, then it will be taken as a deviation.

Signature of Bidder _____

Place & Date _____

Form VII: PRICE SCHEDULE FORM

[The Bidder shall fill in these Price Schedule Forms in accordance with the instructions indicated. The format of the Price Schedule may be changed as per the Purchaser's requirement



FORM 7: BILL OF QUANTITIES

Sl No	Description	UoM	Qty	Unit Rate	Total Amount
1	Supply and installation of Full Height Turnstile Gate Complete with associated civil works	No	2		
2	Supply and installation of Boom Barrier Gate Complete with associated civil works	No	1		
3	Supply and Automation of Existing Main MS Entrance Gates and modification along with associated civil works	No	7		



Technical Specification – Full Height Turnstile

Automatic/Bidirectional with following requirement / features:-

1. Arms	: 3 section at 120°
2. Height of the Turnstiles	: 2000 - 2350 mm.
3. Width of the Turnstiles	: 1100 -1510 mm.
4. Operating Voltage	: 230 - 240V AC 50-60Hz
5. Motor Power supply	: 24 V D. C
6. Duty Cycle	: Intensive Use
7. Absorption (A)	: 220 - 223mA
8. Weight	: 300 - 350 Kg.
9. Operating Temperature Range	: -20 to +55° C

10. The Entire body shall be made up Galvanised and painted steel structure on request the turnstiles can be made of AISI 304 steel with a "scotch-brite" Finish.

11. **Housing:** The control unit shall be housed in weather proof housing on top of the cabinet with at least IP 44 Protection for easy maintenance.

12. **Arm:** The arm should smoothly rotate without bounce/jerks.

13. **Operation:** Stand alone with an option of panic, emergency, clockwise& counter-clockwise Button switch and also shall be integrated with Access Control system

12. **Safety:** its 24V power rating makes for easier installation and guarantees enhanced safety for users

13. **Display:** Bright LED signal lights with display on both sides

14. LED Courtesy lights.

15. Fitted to take transponder sensor.

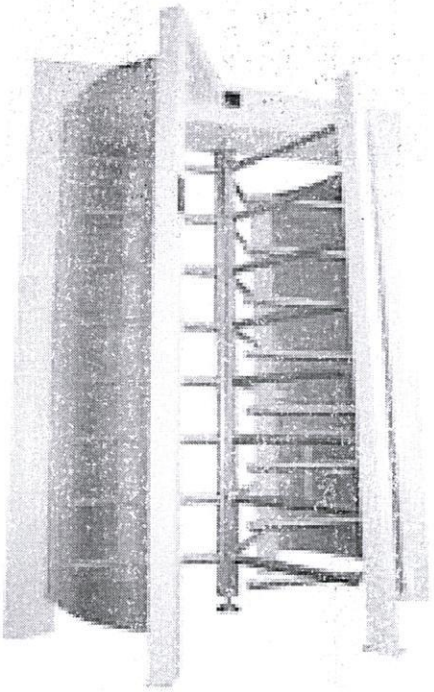
16. **Mechanism:** The Internal mechanism should be fitted with a Hydraulic damper.

17. **Power Failure**: In Case of Power Failure the Twister should automatically release (free release).

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Mandatory terms:

1. Full Height Turnstiles must be CE certified.
2. Specified Make/Company (OEM) should be Certified Quality & Environment in compliance with:
    - UNI EN ISO 9001.
    - UNI EN ISO 14001, BS OHSAS 18001:2007 CERTIFIED.
3. TUV certification for the Full Height Turnstiles shall be there.
4. TEST certificate for Full Height Turnstiles to be provided. Bidder will provide the Manufacturing Authorisation Form from OEM.
5. OEM should have Direct Presence in India. Importer & distributors Excluded & Should provides the spare part availability for next 10 Years Post Warranty Certification to be provided for the same from OEM.
6. Should have an experienced & qualified Maintenance Team within the country officially certified by the manufacturer to cater immediate after sales & breakdown maintenance. The product should cover a standard warranty period of min one year and thereafter cater any sort of maintenance under Annual Maintenance Contract basis.
7. Should provide a reference of similar product installed in the past within the country.



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Technical Specification – Swing gate Operator (KR300D/S)

Automatic Swing Gate Operator with following requirement / features:-

1. Power Supply to Control Panel: 230 - 240 V A.C. 50/60 Hz
2. Motor power supply: 230 - 240V A.C. 50/60 Hz
3. Power draw: 1.1 – 1.4A
4. Power: 130 W
5. Opening Time at 85 - 90deg : 22 secs
6. Duty cycle: 28 - 30%
7. Protection rating: IP54
8. Weight: 10 kg
9. Condenser: 8 μF
10. Motor heat protection: 145 - 150°C
11. Motor Dimension : 956 (L) x 113 (W) x 234 (H)
12. Housing: The control unit shall be housed in weather proof housing.
13. The gate should smoothly open and close without bounce/jerks at end positions.
14. **Operation:** Stand alone with push Button switch and also shall be integrated with Access Control system.
15. **Safety:** Embedded Controller Software for detection of presence of vehicle on Safety loops. Loop detector to be provided to prevent gate from closing on the vehicles.
16. Power: It should have a durable motor for long lasting purpose.
17. Control panel should have the feature for attaching safety and other command device.
18. Swing gate operator must be CE certified.
19. Specified Make/Company (OEM) should be Certified Quality & Environment in compliance with:

    a) UNI EN ISO 9001,

    b) UNI EN ISO 14001, BS OHSAS 18001:2007 CERTIFIED.



20. TUV certification for the swing gate operator shall be there.

21. TEST certificate for Swing Gate Operator to be provided. Bidder will provide the Manufacturing Authorisation Form from OEM.

22. OEM should have Direct Presence in India. Importer & distributors Excluded & Should provides the spare part availability for next 10 Years POST Warranty Certification to be provided for the same from OEM.

23. Should have an experienced & qualified Maintenance Team within the country officially certified by the manufacturer to cater immediate after sales & breakdown maintenance. The product should cover a standard warranty period of min one year and thereafter cater any sort of maintenance under Annual Maintenance Contract basis.

24. Should provide a reference of similar product installed in the past within the country.

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THIMPHU : BHUTAN

Technical Specification – Boom Barrier Gate

Boom Barrier Gate with following requirement / features:-

1. Power Supply l: 230 - 240 V A.C. 50/60 Hz

2. Motor power supply: 24DC

3. Current draw (A): 12 – 15Max

4. Power (W): 280 - 300

5. Opening Time at 90deg (S) : 4 - 8

6. Duty cycle: INTENSIVE SERVICE

7. Torque (Nm) : 550 - 600

8. Operating Temperature (deg Celsius) : -20 - +55

9. Length of the Boom: 6'- 8'.

10. The gate should smoothly open and close without bounce/jerks at end positions.

11. **Operation:** Stand alone with push Button switch and also shall be integrated with Access Control system.

12. **Safety:** Embedded Controller Software for detection of presence of vehicle on Safety loop. Loop detector to be provided to prevent gate from closing on the vehicles.

13. Power: It should have a durable motor for long lasting purpose.

14. Control panel should have the feature for attaching safety and other command device.

15. Boom Barrier gate operator must be CE certified.

16. Specified Make/Company (OEM) should be Certified Quality & Environment in compliance with:

    a) UNI EN ISO 9001,

    b) UNI EN ISO 14001, BS OHSAS 18001:2007 CERTIFIED.

17. TUV certification for the boom barrier operator shall be there.

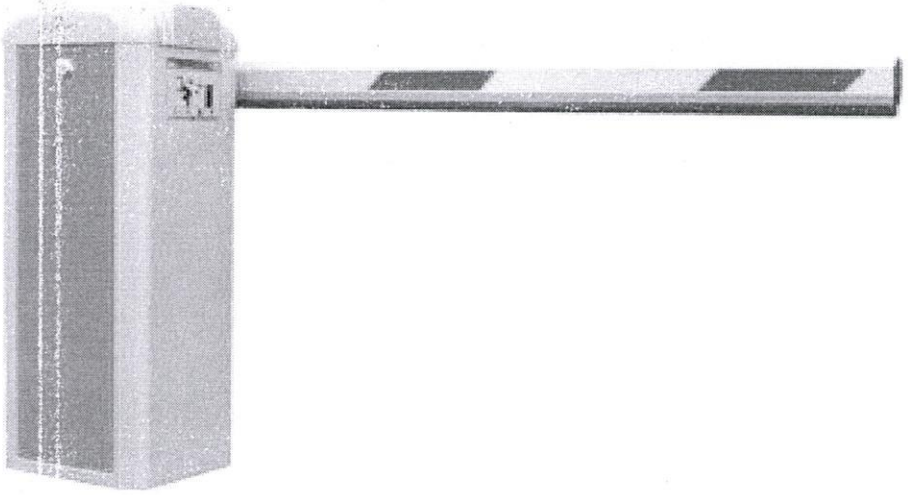
18. TEST certificate for Boom Barrier Operator to be provided. Bidder will provide the Manufacturing Authorisation Form from OEM.

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THIMPHU : BHUTAN

19. OEM should have Direct Presence in India. Importer & distributors Excluded & Should provide the spare part availability for next 10 Years POST Warranty Certification to be provided for the same from OEM.

20. Should have an experienced & qualified Maintenance Team within the country officially certified by the manufacturer to cater immediate after sales & breakdown maintenance. The product should cover a standard warranty period of min one year and thereafter cater any sort of maintenance under Annual Maintenance Contract basis.

21. Should provide a reference of similar product installed in the past within the country.



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DRUK HOLDING & INVESTMENTS LTD.

GENERAL CONDITION OF CONTRACT

GOODS



Table of Contents

SECTION IV: GENERAL CONDITIONS OF CONTRACT *4*

1. Definitions 4
2. Contract Documents 6
3. Interpretation 6
4. Fraud and Corruption 7
5. Language 8
6. Joint Venture, Consortium 9
7. Notices 9
8. Governing Law 9
9. Settlement of Disputes 9
10. Eligibility 10
11. Supplier's Responsibilities 10
12. Purchaser's Responsibilities 10
13. Contract Price 10
14. Terms of Payment 11
15. Taxes and Duties 11
16. Performance Security 11
17. Copyright 12
18. Confidential Information 12
19. Patent Indemnity 13
20. Delivery and Documents 14
21. Inspection and Audits 14
22. Subcontracting 15
23. Scope of Supplies 15
24. Specification and Standards 15
25. Tests and Inspections 16
26. Packing and Documents 17

SECURITY & FIRE SERVICES BUREAU
BPC
THIMPHU : BHUTAN

27. Transportation 17
28. Warranty 17
29. Liquidated Damage 18
30. Limitation of Liability 18
31. Insurance 19
32. Change in Laws and Regulations 19
33. Force Majeure 19
34. Change Orders and Contract Amendments 20
35. Extension of Time 20
36. Export Restriction 21
37. Terminations 21
38. Assignment 22

SECTION VI CONTRACT FORMS *23*

I. Contract Agreement 23
II. Performance Security 25
III. Bank Guarantee for Advance Payment 25

SECTION IV: GENERAL CONDITIONS OF CONTRACT

1. Definitions

1.1. The following words and expressions shall have the meanings hereby assigned to them:

(i) **Affiliate** means business concerns, organizations, or individuals that control each other or that are controlled by a common third party. Control may include shared management or ownership; common use of facilities, equipment and resources; or family interests.

(ii) **Award of Contract** means the decision of the Purchaser to enter into a contract with a supplier for delivery of specified goods which has been conveyed to the contractor through a purchase order and/or signing of a contract.

(iii) **Bid** an offer to execute works in accordance with the terms and conditions set out in the bid documents inviting such offers. The term "tender" is synonymous with the term "bid";

(iv) **BDS** means Bid Data Sheet

(v) **Bidder** means an eligible individual or legal entity that participates in a competitive procurement process defined by this Manual.

(vi) **Bidding Documents** means the set of documents issued by the Purchaser to potential Bidders in which the specifications, terms and conditions of the proposed procurement are prescribed. The terms "bidding documents", "tender documents" and "bid documents" are synonymous.

(vii) **Contract Documents** means the documents listed in the Contract Agreement, including any amendments thereto.

(viii) **Contract Price** means the price payable to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions there from as may be made pursuant to the Contract till the completion of the Contract, the price so adjusted shall be termed as Executed Price.

(ix) **Purchaser** means the purchaser including its successors and permitted assigns. The term "Purchaser" and "Purchaser" are synonymous.

(x) **Day** means calendar day.

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(xi) **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.

(xii) **GCC** means the General Conditions of Contract.

(xiii) **Goods** means any object in solid, liquid or gaseous form, tangible and intangible that has an economic utility or value, which can be exchanged or traded along with related service.

(xiv) **ITB** means Instructions to Bidders

(xv) **Notification of Award** means the letter issued by The Purchaser conveying the acceptance of the Bid of the successful Bidder subject to such terms and conditions as may have been stated therein.

(xvi) **Party** means the Purchaser or the Supplier, as the context requires, and "parties" means both of them.

(xvii) **Price schedule:** summary of the quantities, measurement unit and unit prices of the items to be procured under the contract. The term "Bill of Quantities" is synonymous.

(xviii) **Final Destination** means the place named in the SCC.

(xix) **Purchaser** means The Purchaser (specified in SCC.)

(xx) **Related Services** means Includes services such as installations, supervision, training, initial maintenance, insurance, testing and commissioning related to the Goods.

(xxi) **SCC** means the Special Conditions of Contract.

(xxii) **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.

(xxiii) **Supplier** a legal entity entering into a contract with the Purchaser for the supply of Goods.

(xxiv) **Technical Specifications** means specifications of the Goods incorporated in the bidding documents and forming part of the contract and includes any modification or

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BPC
THIMPHU : BHUTAN

amendment thereto or any addition thereto or any deduction there from, as may be made with the mutual agreement of the Purchaser and Supplier.

2. Contract Documents

2.1. Subject to the order of precedence set forth in the Contract Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary and mutually explanatory. The Contract Agreement shall be read as a whole.

3. Interpretation

3.1. If the context so requires it, singular means plural and vice versa.

3.2. A "law" shall be construed as a reference to such law including its amendments or re-enactments from time to time.

3.3. A "person" shall be construed as a reference to any person, firm, Purchaser, corporation, society, trust, government, or agency of a government or any association or partnership (whether or not having separate legal personality) of two or more of the above and a person shall be construed as including a reference to its successors, permitted transferees and permitted assigns in accordance with their respective interests.

3.4. The words "hereof" or "herein" if and when used in the Contract Documents shall mean a reference to the Contract Documents of this Contract.

3.5. Incoterms

a) Unless inconsistent with any provision of the Contract or otherwise specified in the SCC, the meaning of any trade term and the rights and obligations of parties there under shall be as prescribed by Incoterms.

b) The terms EXW, CIF, CIP, DDP and other similar terms as specified in SCC, when used, 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 in Paris, France

3.6. Amendment

No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.

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BPC
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3.7. Non-waiver

a) Subject to GCC 0(a) below, no relaxation, forbearance, delay or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.

b) Any waiver of a party's rights, powers or remedies under the Contract must be in writing, dated and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

3.8. Severability

If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

3.9. Entire Agreement

The Contract constitutes the entire agreement between the Purchaser and the Supplier and supersedes all communications, negotiations and agreements of the parties with respect thereto made prior to the date of Contract.

4. Fraud and Corruption

4.1. If the Purchaser determines that the Supplier has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for or in executing the Contract then The Purchaser may, after giving fourteen (14) days' notice to the Supplier, terminate the Supplier's employment under the Contract and cancel the Contract, and the provisions of GCC 37 shall apply as if such termination has been made under GCC 37.1.

4.2. For the purposes of this Sub-Clause:

a) "corrupt practice" is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value" to influence improperly the actions of another party;

b) "fraudulent practice" 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;

SECURITY & FIRE SERVICES BUREAU
THIMPHU : BHUTAN
BPC

c) "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;

d) "coercive practice" 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;

e) "obstructive practice" is:

i. deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order materially 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

ii. acts intended materially to impede the exercise of the inspection and audit rights of the Purchaser and/or any other relevant RGoB agency provided for under GCC 21.

4.3. Should any employee of the Supplier be determined to have engaged in corrupt, fraudulent, collusive, coercive or obstructive practice during the purchase of the Goods, then that employee shall be removed.

4.4. Any communications between the Supplier and the Purchaser related to matters of alleged fraud or corruption must be made in writing.

5. Language

5.1. 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.

5.2. 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.

6. Joint Venture, Consortium

6.1. If the Supplier is a Joint Venture, Consortium (JV/C), all of the parties shall be jointly and severally liable to the Purchaser for the fulfilment of the provisions of the Contract and shall designate one party to act as a lead with authority to bind the (JV/C). The composition or the constitution of the joint venture, consortium shall not be altered without the prior consent of the Purchaser.

7. Notices

7.1. Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the SCC. The term "in writing" means communicated in written form, including electronic communication.

7.2. A notice shall be effective when delivered or on the notice's effective date, whichever is later.

8. Governing Law

8.1. The Contract shall be governed by and interpreted in accordance with the laws of Bhutan.

9. Settlement of Disputes

9.1. The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

9.2. If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute. No arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract. Arbitration proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

9.3. Notwithstanding any reference to arbitration herein,

(a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and

(b) the Purchaser shall pay the Supplier any monies due the Supplier.

SECURITY & FIRE SERVICES BUREAU
BPC
THIMPHU : BHUTAN

10. Eligibility

10.1. The Supplier and its sub-contractors shall have the nationality of an eligible country. A Supplier and its cub-contractors shall be deemed to have the nationality of a country if it is a citizen or constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of that country.

10.2. All Goods and Related Services to be supplied under the Contract shall have their origin in Eligible Countries. For the purpose of this Clause, origin means the country where the Goods have been grown, mined, cultivated, produced, manufactured or processed; or through manufacture, processing or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.

11. Supplier's Responsibilities

11.1. The Supplier shall supply all the Goods and Related Services included in the Scope of Supplies in accordance with GCC 23, and the delivery and completion requirements as per GCC 20.

12. Purchaser's Responsibilities

12.1. Whenever, the supply of Goods and Related Services requires that the Supplier obtain permits, approvals and/or import and other licenses or similar permissions from Bhutanese public authorities, the Purchaser shall, if so, required by the Supplier, use its best efforts to assist the Supplier in complying with such requirements in a timely and expeditious manner, but without incurring any costs.

13. Contract Price

13.1. The Contract Price shall be the price payable to the Supplier as specified in the Contract Agreement subject to any additions and adjustments thereto or deductions there from as may be made pursuant to the Contract.

13.2. Prices charged by the Supplier for the Goods supplied and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in its Bid, with the exception of any price adjustments authorized in the SCC.

SECURITY & FIRE SERVICES BUREAU
THIMPHU : BHUTAN
BPC

14. Terms of Payment

14.1. The Contract Price, including any Advance Payments, if applicable, shall be paid as specified in the SCC.

14.2. The Supplier shall submit to the Purchaser, the invoices describing, as appropriate, the Goods delivered and Related Services performed, and by the documents submitted pursuant to GCC 20 and upon fulfilment of all the obligations stipulated in the Contract.

14.3. Payments shall be made promptly by the Purchaser, no later than thirty (30) days after the submission of verified invoice or request for payment by the Supplier, and the Purchaser has accepted it.

14.4. The currencies in which payments shall be made to the Supplier under this Contract shall be those in which the Bid Price is expressed.

15. Taxes and Duties

15.1. For Goods manufactured outside Bhutan the Supplier shall bear and pay all applicable taxes, stamp duties, license fees and other similar levies imposed outside and inside Bhutan as applicable in line with the Incoterms.

15.2. For Goods manufactured within Bhutan the Supplier shall bear and promptly pay all applicable taxes, duties, license fees and other similar levies incurred until delivery of the contracted Goods to the Purchaser.

15.3. At the time of release of payment, tax shall be deducted at source (TDS) from Bhutanese Bidders and International Bidders as specified in the SCC from the gross amount of bills. The Purchaser shall furnish necessary TDS Certificate to the Bidders, issued by the Department of Revenue & Customs, RGoB.

15.4. If any tax exemptions, reductions, allowances or privileges are available to the Supplier in the Kingdom of Bhutan, if applicable, the Purchaser shall use its best endeavours to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.

16. Performance Security

16.1. The Supplier shall, provide a Performance Security for the due performance of the Contract in the amount and currency specified in the SCC.

SECURITY & FIRE SERVICES BUREAU
BPC
THIMPHU : BHUTAN

16.2. The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

16.3. The Performance Security shall be denominated in the currency (ies) of the Contract or in a freely convertible currency acceptable to the Purchaser, shall be valid until the successful completion of the Supplier's performance obligations under the Contract, including any warranty obligations, and shall be in one of the forms stipulated by the Purchaser in the SCC.

16.4. The Performance Security shall be discharged by the Purchaser and returned to the Supplier on completion of the Supplier's performance obligations under the Contract, including any warranty obligations.

17. Copyright

17.1. The copyright in all drawings, documents and other materials containing data and information furnished to the Purchaser by the Supplier shall remain vested in the Supplier, or, if they are furnished to the Purchaser directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party.

18. Confidential Information

18.1. The Purchaser and the Supplier shall keep confidential and shall not, without the written consent of the other Party hereto, divulge to any third party any documents, data or other information furnished directly or indirectly by the other Party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Sub-contractors such documents, data and other information as it receives from the Purchaser to the extent required for the Sub-contractor to perform its obligations under the Contract, in which event the Supplier shall be under obligation to have a clause in the contracts with their sub-contractors regarding confidentiality similar to that provided herein.

18.2. The Purchaser shall not use such documents, data and other information received from the Supplier for any purposes unrelated to the Contract. Similarly, the Supplier shall not use such documents, data and other information received from the Purchaser for any purpose other than the design, procurement of plant and equipment, construction or such other work and services as are required for the performance of the Contract.

SECURITY & FIRE SERVICES BUREAU
BPC
THIMPHU : BHUTAN

18.3. The obligation of a Party under GCC 18.1. and 18.1 above, however, shall not apply to information that:

a) the Purchaser or the Supplier needs to share with the RGoB;
b) is already in public domain now, or enters the public domain during the execution of the contract through no fault of that Party;
c) can be proven to have been possessed by that Party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other Party; or
d) otherwise lawfully becomes available to that Party from a third party that has no obligation of confidentiality.

18.4. The above provisions of GCC 18 shall not in any way modify any undertaking of confidentiality given by either of the Parties hereto prior to the date of the Contract in respect of the performance of the Contract or any part thereof.

18.5. The provisions of GCC 18 shall survive completion or termination, for whatever reason, of the Contract.

19. Patent Indemnity

19.1. The Supplier shall, subject to the Purchaser's compliance with GCC 19.2, indemnify and hold harmless the Purchaser and its employees and officers 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.

19.2. 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.

19.3. If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in GCC 0, the Purchaser shall promptly give the Supplier notice thereof, and the Supplier may at its own expense and in the Purchaser's name conduct such

SECURITY & FIRE SERVICES BUREAU
BPC
THIMPHU : BHUTAN

proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

19.4. If the Supplier fails to notify the Purchaser within thirty (30) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf.

19.5. The Purchaser shall, 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.

19.6. 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.

20. Delivery and Documents

20.1. Subject to GCC 34.1, the delivery of the Goods and completion of the Related Services shall be in accordance with the delivery and completion requirements specified in the Schedule of Supply. The details of shipping and other documents to be furnished by the Supplier are specified in the SCC.

21. Inspection and Audits

21.1. The Supplier shall permit the Purchaser and/or persons appointed by the Purchaser to inspect the Supplier's offices and/or the accounts and records of the Supplier and its Subcontractors relating to the performance of the Contract, and to have such accounts and records audited by auditors appointed by the Purchaser if so, required by the Purchaser. The Supplier's attention is drawn to GCC 4, which provides, inter alia, that acts intended materially to impede the exercise of the inspection and audit rights provided for under this GCC 21.1 constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility under ITB Sub-Clause 2.1 (c) of the Instructions to Bidders that preceded the placement of the Contract of which these GCC form a part).

SECURITY & FIRE SERVICES BUREAU
BPC
THIMPHU : BHUTAN

22. Subcontracting

22.1. The Supplier shall notify the Purchaser in writing of all subcontracts awarded under the Contract if not already specified in the Bid. Such notification, in the original Bid or later, shall not relieve the Supplier of any of its obligations, duties, responsibilities or liabilities under the Contract.

22.2. Subcontracts shall comply with the provisions of GCC 4 and 10. Refer to SCC if Subcontracting is allowed.

23. Scope of Supplies

23.1. The Goods and Related Services to be supplied shall be as specified in the Schedule of Supply.

23.2. Unless otherwise stipulated in the Contract, the Supply shall include all such items not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining delivery of the Goods and completion of the Related Services as if such items were expressly mentioned in the Contract.

24. Specification and Standards

24.1. Technical Specifications and Drawings:

a) the Goods and Related Services supplied under this Contract shall conform to the technical specifications and standards stipulated in Schedule of Supply and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the goods' country of origin.

b) the Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser.

c) Wherever, references are made in the Contract to codes and standards in accordance with which it shall be executed, the editions or the revised versions of such codes and standards shall be those specified in the Schedule of Supply. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with GCC 34.

SECURITY & FIRE SERVICES BUREAU
BPC
THIMPHU : BHUTAN

25. Tests and Inspections

25.1. At its own expense and at no cost to the Purchaser, the Supplier shall carry out all such tests and/or inspections of the Goods and Related Services as are specified in the SCC. The purchaser or its representative shall have the right to inspect and / or to test the Goods to confirm their conformity to the specifications.

25.2. The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the Goods' final destination, or in another place in Bhutan as specified in the SCC. Subject to GCC 25.3, if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.

25.3. The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC 25.1, provided that the Purchaser bears all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all travelling and board and lodging expenses.

25.4. Whenever the Supplier is ready to carry out any such test and inspection, it shall give reasonable advance notice, including the place and time, to the Purchaser. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Purchaser or its designated representative to attend the test and/or inspection.

25.5. The Purchaser may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications, codes and standards under the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impedes the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the delivery dates and completion dates and the other obligations so affected.

25.6. The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.

25.7. The Purchaser may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to The Purchaser, and shall repeat the test and/or inspection, at no cost to the Purchaser, upon giving a notice pursuant to GCC 25.4.

SECURITY & FIRE SERVICES BUREAU
BPC
THIMPHU : BHUTAN

25.8. The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Purchaser or its representative, nor the issue of any report pursuant to GCC 25.6, shall release the Supplier from any warranties or other obligations under the Contract.

26. Packing and Documents

26.1. The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case sizes 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.

26.2. 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 the SCC, and in any other instructions ordered by the Purchaser.

27. Transportation

27.1. Unless otherwise specified in the SCC, responsibility for arranging transportation of the Goods shall be in accordance with the specified Incoterms.

28. Warranty

28.1. The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.

28.2. Subject to GCC 24.1b), the Supplier further warrants that the Goods 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 Bhutan.

SECURITY & FIRE SERVICES BUREAU
THIMPHU : BHUTAN
BPC

28.3. Unless otherwise specified in the SCC, the warranty shall remain valid for twelve (12) months or 18 months from the day of supply or from the date of putting the item into use as the case may be.

28.4. Upon receipt of such notice, the Supplier shall, within the period specified in the SCC, expeditiously repair or replace the defective Goods or parts thereof, at no cost to The Purchaser.

28.5. If, having been notified, the Supplier fails to remedy the defect within the period specified in the 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 which the Purchaser may have against the Supplier under the Contract.

29. Liquidated Damage

29.1. Except as provided for under GCC 33, if the Supplier fails to deliver any or all of the Goods by the date(s) of delivery or fails to perform the Related Services within the period specified in the Contract, the Purchaser may, without prejudice to all 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 day or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in those SCC. Once the maximum is reached, the Purchaser may terminate the Contract pursuant to GCC 37.

30. Limitation of Liability

30.1. 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.

SECURITY & FIRE SERVICES BUREAU BPC THIMPHU : BHUTAN

31. Insurance

31.1. Unless otherwise specified in the SCC the Goods supplied under the Contract shall be fully insured, in a freely convertible currency from an eligible country, against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery, in accordance with the applicable Incoterms or in the manner specified in the SCC.

32. Change in Laws and Regulations

32.1. If, after thirty (30) days prior to the date of Bid submission, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated or changed in Bhutan (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery/Completion Schedule and/or the Contract Price, then such Delivery/Completion Schedule and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with GCC 13.2.

33. Force Majeure

33.1. 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 delays in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

33.2. For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care 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 and freight embargoes.

33.3. If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

SECURITY & FIRE SERVICES BUREAU
THIMPHU : BHUTAN
BPC

36. Export Restriction

36.1. 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 GCC 37.3.

37. Terminations

37.1. Termination for Default:

a) The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part:

i. if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC 35.1; or

ii. if the Supplier fails to perform any other obligation under the Contract; or

iii. if the Supplier, in the judgment of the Purchaser has engaged in fraud and corruption, as defined in GCC 4, in competing for or in executing the Contract.

b) In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC 37.1a), the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Purchaser for any additional costs for such similar Goods or Related Services. Wherever the Contract is terminated in part, the Supplier shall continue performance of the Contract to the extent not terminated.

37.2. Termination for Insolvency:

The Purchaser may at any time terminate the Contract by giving notice to the Supplier if the

SECURITY & FIRE SERVICES BUREAU
THIMPHU : BHUTAN
BPC

Supplier becomes bankrupt or otherwise insolvent. In such event, termination shall be without compensation to the Supplier, provided that such termination shall not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Purchaser.

37.3. Termination for Convenience.

a) The Purchaser, by notice sent to the Supplier, may 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 the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

b) The Goods that are complete and ready for shipment within thirty (30) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:

(i) to have any portion completed and delivered at the Contract terms and prices; and/or

(ii) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier.

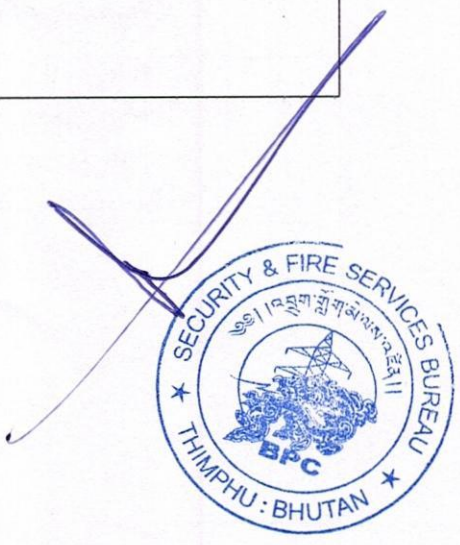
38. Assignment

38.1. Neither the Purchaser nor the Supplier shall assign, in whole or in part, their obligations under this Contract, except with the prior written consent of the other party.

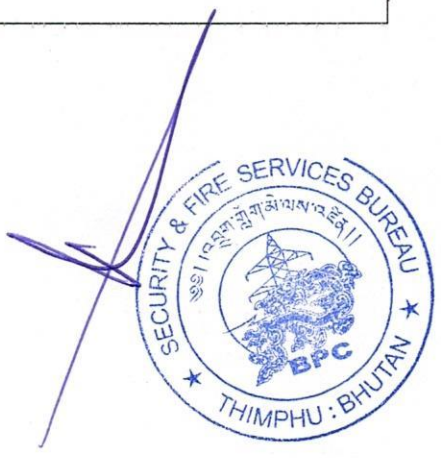
SECURITY & FIRE SERVICES BUREAU
BPC
THIMPHU : BHUTAN

SECTION V SPECIAL CONDITIONS OF CONTRACT

The following Special Conditions of Contract (SCC) shall supplement and/or amend the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the *[The Purchaser shall select and insert the appropriate wording using the sample below or other acceptable wording and delete the text in italics.]*	
Reference to the GCC is made as under:	
1.1 (xx)	The scope of work is Supply and Automation of existing main MS entrance gates and modification along with the associated civil works and Supply and Installation of complete sets of full height turnsile and boom barrier gate.
3.6 (a)	The meaning of the trade terms shall be as prescribed by Incoterms.
3.6(b)	The term EXW, CIF, DIP, DDP and other similar terms shall be as per the version of Incoterms 2020
5.1	The language shall be: English
7.1	For notices, the addresses shall be: For the Purchaser: Attention: **Mr. Betu Tshering** Address: SFSF, BPC, Thimphu Phone number:+975 2 325096 Electronic mail: betutshering@bpc.bt



9	The rules of procedure for arbitration proceedings pursuant to GCC Sub-Clause 10.2 shall be as follows: (a)Contract with a foreign Supplier: *[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, the Rules of Conciliation and Arbitration of the International Chamber of Commerce (ICC), the Rules of the London Court of International Arbitration or the Rules of the Arbitration Institute of the Stockholm Chamber of Commerce.*] ***If the Purchaser chooses the UNCITRAL Arbitration Rules, the following sample clause should be inserted:*** GCC 10.2 (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. ***If the Purchaser chooses the Rules of ICC, the following sample clause should be inserted:*** GCC 10.2 (a)—All disputes arising in connection with the present Contract shall be finally settled under the Rules of Conciliation and Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules. ***If the Purchaser chooses the Rules of the Arbitration Institute of the Stockholm Chamber of Commerce, the following sample clause should be inserted:*** GCC 10.2 (a)—Any dispute, controversy or claim arising out of or in connection with this Contract, or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the Rules of the Arbitration Institute of the Stockholm Chamber of Commerce.



13	The quoted rate should be **DDP** (Delivery Duty Paid).
14	Payments shall be made in equivalent Ngultrum to the currency quoted amount but the payment shall be made through proper banking channels and the responsibilities of payment transfer and transfer charges lie on the Suppliers. Undertaking letter from routing of payment through the Banks (if the payment is not through Letter of Credit) shall not be issued. a. Advance Payment: Maximum of ten percent (10%) of the Contract Price as advance payment shall be paid after the signing of the Contract. Payment shall be made provided the Supplier presents a request for payment accompanied by an Advance Payment Security in the form of Bank Guarantee issued by a reputable financial institution acceptable to the purchaser for an amount equal to the amount of the advance payment, and shall be valid until the goods are delivered. b. On Completion: Ninety percent (90%) of the Contract Price shall be paid within Thirty (30) days on received of goods and completion of related services and upon the submission of a claim supported by the Acceptance Certificate issued by the Purchaser. If the Financial institution issuing the advance payment bank guarantee/retention security bank guarantee furnished by the Bidder is located outside the Purchaser's country, the bank guarantee shall be counter guaranteed by a correspondent financial institution located in the Purchaser's country to make it enforceable.
15	a. Price quoted shall be inclusive of all taxes (both inside and outside the purchaser's country) and Purchaser shall not be responsible and liable for the reimbursement/payment of taxes and duties. Further, for the clarity of applicable taxes, the Bidders may check with Department of Revenue and Custom, Ministry of Finance, Thimphu Bhutan / for exact Tax Rates in Bhutan for goods offered from India/Third Countries that are payable in Bhutan; b. Tax Deducted at Source (TDS) shall be deducted as per the regulations of Ministry of Finance, RGoB, Bhutan.
16.1	The amount of the Performance Security shall be ***10%* of the contract price** and shall be valid until the successful completion of supplier's obligations under the contract.

SECURITY & FIRE SERVICES BUREAU
BFC
THIMPHU : BHUTAN

	If the Purchaser chooses the UNCITRAL Arbitration Rules, the following sample clause should be inserted: *GCC 9.2 (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.* *If the Purchaser chooses the Rules of ICC, the following sample clause should be inserted:* GCC 9.2 (a)—*All disputes arising in connection with the present Contract shall be finally settled under the Rules of Conciliation and Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules.* *If the Purchaser chooses the Rules of the Arbitration Institute of the Stockholm Chamber of Commerce, the following sample clause should be inserted:* *GCC 9.2 (a)—Any dispute, controversy or claim arising out of or in connection with this Contract, or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the Rules of the Arbitration Institute of the Stockholm Chamber of Commerce.* *If the Purchaser chooses the Rules of the London Court of International Arbitration, the following clause should be inserted:* *GCC 9.2 (a)—Any dispute arising out of or in connection with this Contract, including any question regarding its existence, validity or termination shall be referred to and finally resolved by arbitration under the Rules of the London Court of International Arbitration, which rules are deemed to be incorporated by reference to this clause.*

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BPC
THIMPHU : BHUTAN

<table>
<tr>
<td>29.1</td>
<td>The applicable rate for liquidated damages for delay shall be 0.3% per day.

The maximum amount of liquidated damages shall be 10% of the contract price

The rate of LD may be determined based on the delivery period:
<table>
<tr><th>Delivery Period</th><th>LD (%) applicable</th></tr>
<tr><td><120 days</td><td>0.30%</td></tr>
<tr><td>120 to 149 days</td><td>0.25%</td></tr>
<tr><td>150 to 199 days</td><td>0.20%</td></tr>
<tr><td>200 to 299 days</td><td>0.15%</td></tr>
<tr><td>300 to 599 days</td><td>0.10%</td></tr>
<tr><td>>599 days</td><td>0.05%</td></tr>
</table>
</td>
</tr>
<tr>
<td>31.1</td>
<td>The insurance coverage shall be as specified in the Incoterms (DDP)</td>
</tr>
</table>

SECURITY & FIRE SERVICES BUREAU
THIMPHU : BHUTAN
BPC

16.3	The types of acceptable Performance Securities are: *(i)Unconditional bank guarantee issued by a reputable financial institution acceptable to any banks in Bhutan, in the form provided for in the Contract or in any other form acceptable* *(ii) Cash warrant, or* *(iii) Demand Draft*
22.2	Subcontracting shall be *not allowed.*
25.	The inspections and tests shall be *as per GCC Clause 25.*
26.2	The packing, marking and documentation within and outside the packages shall be as per GCC Clause 26.
27.1	Responsibility for transportation of the Goods shall be as specified in the Incoterms **(Delivery Duty Paid)**
28.3	The period of validity of the Warranty shall be: *Twelve (12) months from the date of acceptance of goods at the place of destination, Regional Store Division, Pasakha, PSD, BPC, Phuentsholing, Bhutan.* *As a proof of performance warranty, the supplier have to deposit 10% of the supplied value in the form of Bank Guarantee acceptable to the Purchaser which shall be valid for a period not less than twelve (12) months after delivery of last consignment.* *Or* *As a proof of performance warranty, the purchaser will not release the 10% performance security to cover the defects liability period which shall be minimum of twelve months after the delivery of the last consignment. However, the payment for the performance amount shall be made provided the Supplier presents request for payment accompanied by a warranty Security in the form of Bank Guarantee issued by a reputable financial institution acceptable to the purchaser for an amount equal to the amount of retention payment and the validity of the Bank Guarantee shall be not less than twelve (12) months after the delivery of last consignment.* *If the Financial institution issuing the performance warranty bank guarantee/retention security bank guarantee furnished by the Bidder is located outside the Purchaser's country, the bank guarantee shall be counter guaranteed by a correspondent financial institution located in the Purchaser's country to make it enforceable.*
28.4 & 28.5	The period for repair or replacement shall be within 12 months from the complete supply of goods.

SECURITY & FIRE SERVICES BUREAU
BPC
THIMPHU : BHUTAN

Section VI: Contract Forms



Table of Contents

Contract Agreement..... 3

Performance Security..... 5

Bank Guarantee for Advance Payment..... 6



Contract Agreement

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

BETWEEN

[insert complete n*ame 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 n*ame of Supplier], a corporationincorporated 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.,

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

NOW THIS CONTRACT AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expression shall have the same meaning as are respectively assigned to them in the Conditions of Contract referred to.

2. The following documents shall constitute the Contract between the Purchaser and the Supplier, and each shall be read and construed as an integral part of the Contract:

   a) This Contract Agreement;
   b) Minutes of Contract Negotiation Meeting;
   c) Special Conditions of Contract;
   d) General Conditions of Contract;
   e) Technical Requirements;
   f) The Supplier's Bid and original Price Schedule;
   g) The Purchaser's Notification of Award;
   h) Integrity Pact;
   i) VPMS Acceptance Form

3. This Contract shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.

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

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

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

For and on behalf of the Purchaser:

Signed: _____*[insert signature]*

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

In the presence of _____*[insert signature]*

_____*[insert identification of official witness]*

For and on behalf of the Supplier

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

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

In the presence of_____*[insert signature]*

_____*[insert identification of official witness]*

SECURITY & FIRE SERVICES BUREAU
BPC
THIMPHU : BHUTAN

Bank Guarantee for Advance Payment

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

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

[bank's letterhead]

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

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

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

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

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

It is a condition for any claim and payment under this Guarantee to be made that the advance payment referred to above must have been received by the Supplier in its account _____ *[insert numberand 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 date[4]].* 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.

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

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

SECURITY & FIRE SERVICES BUREAU
BPC
THIMPHU : BHUTAN

Performance Security

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

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

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

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

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

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

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

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

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

[Signatures of authorized representatives of the bank]

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

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

SECURITY & PROTOCOL SERVICE BUREAU BPC THIMPHU : BHUTAN