

BHUTAN POWER CORPORATION LIMITED

(An ISO 9001:2015, ISO 14001:2015, & ISO 45001:2018 certified company)

(Registered Office: Thimphu)

Construction Project Office

Mongar: Bhutan



(Tender No.: **BPC/CPD/CD/CPO-01/2023/109**)

**TENDER DOCUMENT
FOR
HIRING OF VEHICLES
(Non-consultancy services)**



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NOTICE INVITING QUOTATION (NIQ)

1. The Construction Project Office, Mongar is pleased to invite bids from the eligible bidders (Registered Bhutanese Hiring Agencies) for the hiring of the following vehicles for two years as mentioned hereinafter.

Lot No.	Type of Vehicle	Period of Hiring	Vehicle Model
LOT 1	Toyota Hilux (double cabin)	Two years as and when required	2015 or later
LOT 2	Hyundai Creta	Two years as and when required	2018 or later

2. A complete set of bidding documents can be downloaded from the purchaser's website (<http://www.bpc.bt>) free of charge but should register with the purchaser on or before the closing of the bid sale date. Registration should be done through a written application together with a valid business license copy to make the bid enforceable.
3. The bid can be submitted online or in hard copy on or before **12th September 2023** by **12 noon** and will be opened on the same day at **15:00 hours** at **Electricity Services Division (ESD), Mongar Conference Hall, Mongar.**
4. Offers must be addressed to, and may contact the following person for any clarification:

Project Manager,
Construction Project Office,
Construction Division, CPD,
Bhutan Power Corporation Limited,
Mongar: Bhutan
Phone: 04-641120 or 17151185
Email ID: cpomongar@bpc.bt or sonam_tshering@bpc.bt



SECTION I - INSTRUCTION TO BIDDERS (ITB)

1. Site Visit

1.1 The Bidder, at the Bidder's responsibility and risk, is encouraged to visit and examine the Site to obtain all information that may be necessary for preparing the Bid. The costs of visiting the Site shall be at the Bidder's own expense **(Not applicable)**.

2. Clarification on Bidding Document

- 2.1 The Bidder shall examine the Bidding Documents thoroughly. Any clarification request on Bidding Documents the bidders shall be submitted in writing before the last date of bid clarification submission.
- 2.2 Any bid clarification inquiry received after the last date of bid clarification will not be responded to.

3. Amendment of Bidding Documents

- 3.1 At any time before the deadline for submission of bids, the Company may, for any reason, whether at its initiative or in response to a clarification requested by a prospective Bidder, modify the Bid Document through an Addendum.
- 3.2 The Addendum, if any shall be available for downloading from the Company's website by prospective Bidders. The Company may, at its discretion, extend the deadline for bid submission, if the Bidders are expected to require additional time in which to take the Addendum into account in preparation of their bid or for any other reason.

4. Modification and Withdrawal of Bids

4.1 No bid can be modified after the deadline for submission of bids.

5. Price Schedule

- 5.1 The price shall be quoted in accordance with Bidding **Form 1: Price Schedule Form**
- 5.2 The price quoted by the Successful Bidder must remain firm during the entire period of performance of the Contract and is not subject to variation.

6. Period of Validity of Bids

- 6.1 Bids shall remain valid for a period of **60 days** from the bid closing date or extension, if any. A bid valid for a shorter period shall be rejected by the Company as non-responsive.
- 6.2 As required, the Company may request bidders to extend the period of validity of their bids. However, a bidder may refuse the request to extend the validity of its bids without forfeiting its bid security. A bidder granting request shall not be required or permitted to modify its bids.

7. Currency of Bid

- 7.1 The unit rates and prices quoted by the Bidder, other than BTN for bid evaluation purposes the exchange rate will be based on the telegraphic transfer (TT) selling rate published by the Royal Monetary Authority (RMA) of the Kingdom of Bhutan on the day of bid opening.

8. Bid Security

- 8.1 The Bidder shall furnish, as part of its bid, bid security denominated in the currency and in the amount of **Nu. 5,000.00 (Five Thousand)** only and valid for **120 days**. The Bid Security shall be submitted in the form of an irrevocable bank guarantee/cash warrant/demand draft payable to the Company issued by any Financial Institution of Bhutan or any foreign bank acceptable and enforceable by the Financial Institution of Bhutan.
- 8.2 The bid security shall be forfeited if a bidder withdraws its bid during the period of bid validity or if the selected Service-Provider fails to sign the Contract in accordance with **ITB 17: Signing of Contract**.
- 8.3 Immediately after the award of the contract, the bid security of all the unsuccessful bidders shall be returned within fifteen (15) working days of the award of the contract/Work Order.
- 8.4 The bid security of the successful bidder shall be returned immediately after signing the contract/ issue the Work Order.

9. Signing of Bids

9.1 The Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person who is duly authorized by the Bidder, holding a Power of Attorney, with an official seal.

10. Submission of Bids

10.1 The bidder(s) shall submit one original bid marked ORIGINAL and should also submit one copy marked COPY. The bid including all documents should be duly filled, signed, and sealed in an envelope and addressed to and delivered at the following address:

**Project Manager,
Construction Project Office,
Construction Division, CPD,
Bhutan Power Corporation Limited,
Mongar: Bhutan.**

10.2 The submission of Bid(s) with password-protected email is acceptable, however, the Bid Security in the original is submitted to any nearby BPC Office with the intimation to the contact person given below:

Email ID: sonam_tshering@bpc.bt

Phone No.: +975-17151185

The bid can be submitted online or in hard copy on or before **12th September 2023** by **noon**.

11. Opening of Bid

11.1 The bid(s) will be opened in the presence of bidders or their representatives who choose to attend on **12th September, 2023**, at **15:00 hours** at **Electricity Services Division (ESD) Mongar Conference Hall, Mongar**.

12. Bid Evaluation

12.1 Bids determined to be substantially responsive to the technical specifications and commercial conditions will be evaluated by comparison of their quoted prices.

In evaluating the bids, the Company will determine for each bid the evaluated price by adjusting the priced bid by making any correction for any arithmetical errors as follows:

- i. Where there is a discrepancy between amounts in figures and words, the amount in words will govern;
 - ii. Where there is a discrepancy between the unit rate and the line-item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted shall govern unless, in the opinion of the Company, there is a gross misplacement of the decimal point in the unit rate, in which case the line-item total as quoted shall govern, and the unit rate shall be corrected.
- 12.2 To assist in the evaluation and comparison of the Bids, the Company may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder that is not in response to a request by the Company shall not be considered.
- 12.3 The provisional quantity in the bidding document shall be used only for evaluation purposes. For the award and contract signing, only the unit rate shall be signed between the purchaser and the service provider.
- 12.4 The evaluation shall be carried out Lot wise.

13. Negotiations

- 13.1 Negotiations may be carried out with the lowest evaluated bidder within a week after the completion of the bid evaluation for the award of the contract at the **Construction Project Office, Mongar** (if necessary). In case of failure during negotiation with the lowest evaluated bidder, the Company shall proceed with negotiation with the next-ranked Bidder.
- 13.2 The minutes of the negotiations, signed by the company and the Bidder, shall form part of the Contract Agreement.

14. Award Criteria

- 14.1 The Company will award the Contract to the successful Bidder, after negotiation, if any, whose bid has been determined to be substantially responsive and has been determined as the lowest evaluated bid for that Lot.

- 14.2 However, the Company also reserves the right to accept any bid and to reject any or all bids and to annul the bidding process and reject all Bids at any time before the Contract award, without thereby incurring any liability to Bidders or any obligation to inform the affected Bidders on the grounds for such action of the Company.
- 14.3 Award of the contract shall be Lot wise

15. Deviation

- 15.1 Bidders shall not be permitted to take any deviation from the terms and conditions as specified in the Bidding Documents. However, any exceptions/deviations to the terms and conditions of the Bid Document should be indicated in the deviation schedule as per **Form 2: Deviation Schedule**.

16. Notification of Award

- 16.1 Before the expiry of the period of bid validity or extended validity, the Company will issue a Notification of Award to the successful Bidder(s). Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.

17. Signing of Contract

- 17.1 Within the period specified in the NoA, the successful consultant shall sign the contract or a Service Order shall be issued by the Company upon submission of Performance Security as per **ITB 18**.

18. Performance Security

- 18.1 The successful Bidder shall have to submit the performance security of 10% of the Lot amount by the Hiring Agency/service provider at the time of signing the agreement.
- 18.2 The performance security shall be submitted in any of the following forms:
- a) Irrevocable bank guarantee,
 - b) Cash warrant, or
 - c) Demand draft.
- 18.3 Failure of the successful Bidder to submit the above-mentioned performance security or accept the award or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid security.

SECTION II- BIDDING FORMS

Form – 1: Price Schedule Form

LOT NO.	Type of Vehicle	Rate per KM (if the distance traveled is 100km or more than 100km in a day)	Lump sum Rate per day (if the distance traveled is less than 100 KM in a day)
LOT 1	Toyota Hilux (double cabin)		
LOT 2	Hyundai Creta		

Sealed and Signed



Form – 2: Deviation Schedule

(Only exceptions/deviations are to be mentioned)

Section No. (Page No.)	Clause No. Sub-clause No.	Details of deviation	Cost Compensation for Deviation	Remarks

Sealed and Signed



SECTION III- GENERAL CONDITIONS OF CONTRACT

1. Definition

1.1 The following terms and expressions used herein shall have the meaning as indicated therein:

- a) “**Contract Price**” means the aggregate price payable to the Contractor as specified in the Contract at the time of award, subject to such additions and adjustments thereto or deductions therefrom as may be made under the provisions of the Contract till the completion of the contract, the price so adjusted shall be termed as Executed Price;
- b) “**Company**” means Bhutan Power Corporation Limited applying this Document;
- c) “**Services**” means Non-Consultancy Services which are not Consultancy Services. Non-consultancy Services are normally bid and contracted based on the performance of measurable outputs, and for which performance standards can be clearly identified and consistently applied. Examples include drilling, aerial photography, satellite imagery, mapping, catering services, ticketing services, printing services, hiring of training facilities, and similar operations;
- d) “**Completion Date**” means the date of completion of the Services by the Service Provider as certified by the Company;
- e) “**Service Provider**” means a legal entity or registered vehicle hiring agency holding a valid license, including the legal successors or permitted assigns of such entity, entering into a Contract with the Company to provide Services;

2. Governing Law

2.1 The Contract/ Purchase Order shall be governed by and interpreted by the Laws of Bhutan.

3. Service Provider’s Responsibilities

3.1 The Service Provider shall provide all the Services by **SECTION IV: TERMS OF REFERENCE**.

4. Company’s Responsibilities

4.1 The company shall provide all the Services by this document and the Delivery and completion requirements.



5. Quality of Work

- 5.1 The Service Provider shall guarantee the quality of work. The quality of workmanship shall be of the highest standard and to the satisfaction of the Company.
- 5.2 The Service Provider shall perform the Services and carry out its obligations hereunder with all due diligence, efficiency, and economy, by generally accepted professional standards and practices, and shall observe sound management practices.

6. Inspection and Tests

- 6.1 No inspection and test will be carried out, unless during the delivery of services, if it is found that the requirements and the deliverables of the contract, in terms of performance and time, are not delivered, the Company terminates the contract after clause **GCC 14: Termination**.

7. Insurance and other taxes

- 7.1 The Insurance premium, annual income tax, rental, road tax, etc, are to be borne by the Hiring Agency. The vehicle should have insurance coverage and BPC will not be responsible for any damage or loss due to accidents.
- 7.2 Any fine/penalty, if imposed for default in such payment shall be paid by the Hiring Agency of the vehicle.

8. Contract Price

- 8.1 The Contract Price shall be as specified in the Contract/Work Order subject to any additions and adjustments thereto or deductions therefrom as may be made under the Contract.

The hire charges of the vehicles shall be paid as and when used based on the following:

- a) The Bidders shall quote the rate in **Nu. Per KM** for mileage for the actual running of the vehicle if the vehicle travels **100 KM or more than 100 KM in a day**.
- b) The Bidder shall also quote the applicable lump sum rate if the vehicle travels **less than 100 KM in a day**.

9. Terms of Payment

- 9.1 The Contract Price, including any advance payments, if applicable.



- 9.2 Payments shall be made promptly by the Company, but no later than **thirty (30) days** after the receipt of invoices and documents, provided that the documents are compliant with all the requirements of the Company.
- 9.3 The currencies in which payments shall be made to the Service Provider under this Contract shall be those in which the Contract Price is expressed.
- 9.4 Payment of Hired charges will be released through Account Payee Cheque as and when the bill is raised. The vehicle should have a logbook. The driver must keep daily records of the movement and mileage coverage of their vehicle and get it properly signed by the BPC officer (s) using the vehicle.

10 Tax Deducted at Source

- 10.2 At the time of the release of payment, two (2%) percent TDS on the service portion shall be deducted from the Service Providers having a Bhutanese trade license, or Three (3%) on the service portion from the Service Providers having other than Bhutanese trade license respectively from the gross amount of bills except the manufacturers and authorized dealers. The Company shall furnish the necessary TDS Certificate to the Bidders, issued by the Department of Revenue & Customs, RGoB.
- 10.3 If any tax exemptions, reductions, allowances, or privileges may be available to the Service Provider in the Kingdom of Bhutan, the Company shall use its best efforts to enable the Service Provider to benefit from any such tax savings to the maximum allowable extent.

11 Performance Security

- 11.2 The Performance Security shall be valid until the successful completion of the obligations under the Contract, including warranty obligations, if any.
- 11.3 The Performance Security of 10% of the Lot amount only shall be discharged by the Company and returned to the Service Provider not later than thirty (30) days following the date of completion of the Consultant's performance obligations under the Contract, including any warranty obligations.

12 Liability

- 12.2 The company shall not be liable for any payment for loss or damage due to accidents/incidents of the vehicle under any circumstances.

13 Force Majeure

- 13.2 The Service Provider shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that its delays in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- 13.3 For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Service Provider that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Service Provider. Such events may include, but not be limited to, acts of the RGoB in its sovereign capacity, acts of God, wars or revolutions, riots, civil commotion, sabotage, fires, floods, epidemics, quarantine restrictions, and freight embargoes or any other cause of similar nature which are not within the control of either party to the contract and which renders the performance of the contract by the said party impossible.
- 13.4 If a Force Majeure situation arises, the Service Provider shall promptly notify the Company in writing of such condition and the cause thereof, along with documentary or pictorial evidence. Unless otherwise directed by the company in writing, the Service Provider 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.

14 Termination

14.1 Termination for Default

- 214.1.1 The Company, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Service Provider, may terminate the Contract in whole or in part:
- a. If the Service Provider fails to deliver any or all of the Services by the Contract, within the stipulated delivery schedule or within any extension thereof granted by the Company; or
 - b. If the Service Provider fails to perform any other obligation under the Contract; or



c. If the Service Provider, in the opinion of the Company has engaged in fraud and corruption, in competing for or in executing the Contract, the Company shall be the final authority to decide whether the Service Provider has engaged in any fraud and corruption as mentioned above and such decision shall be final and binding on the Service Provider; or

d. If the Service Provider becomes bankrupt or goes into liquidation or makes a general assignment for the benefit of the creditors or any receiver is appointed for the property owned by the vendor.

e. 30 days' notice from either party will be required for withdrawing the vehicle at any stage. Failing to serve such notice shall result in forfeiture of the Security Deposit.

14.1.2 In the event the Company terminates the Contract in whole or in part, the Company may procure, upon such terms and in such manner as it deems appropriate, Services similar to those undelivered, and the Service Provider shall be liable to Company for any additional costs incurred by Company in the procurement of such undelivered Services. Wherever the Contract is terminated in part, the Service Provider shall continue the performance of the Contract to the extent not terminated.

14.2 Termination by Service Provider

14.2.1 If,

a) The Company commits a substantial breach of the Contract; the Service Provider may give notice to the Company that specifies the breach and requires the Company to remedy the same. If the Company fails to remedy the breach or take steps to remedy the breach within thirty (30) days after receipt of the Service Provider's notice, or,

14.2.2 If the Service Provider is unable to carry out any of its obligations under the Contract for any reason attributable to the Company, including but not limited to the Company's failure to obtain any governmental permit necessary for the Delivery of Services, which Company is required to obtain as per provision of the Contract or as per relevant applicable laws, the Service Provider may give notice to Company to carry out such obligation under the Contract and if Company fails to comply within thirty (30) days after receipt of the

Service Provider's notice, then the Service Provider may, referring to this sub-clause, forthwith terminate the Contract.

14.2.3 In the event of termination, all payments due to the Service Provider for the Services already delivered, shall be settled by the Company with no further liability on any account whatsoever.

14.3 Termination by Force Majeure

14.3.1 Service Provider shall not be considered in default if a delay in delivery occurs due to Force Majeure.

14.3.2 Only those causes which have a duration of more than 7 days shall be considered causes of Force Majeure. In the event of delay due to such causes, the delivery schedule will be extended for a length of time equal to the period of Force Majeure, or at the option of the Company, the order may be canceled. Such cancellation would be without any liability whatsoever on the part of the Company. In the event of such cancellation, the Service Provider shall refund any amount advanced or paid to the Service Provider by the Company and deliver back any materials issued to him by the Service Provider and release facilities, if any provided by the Company.

15. Payment upon termination

15.1 Upon termination of this contract under Clauses GCC 15.1 to GCC 15.3 hereof, the Company shall make the following payments to the Service Provider:

- (a) Remuneration under GCC.10: Terms of Payment hereof for services satisfactorily performed before the effective date of termination, and reimbursable expenditures under Clause GC 10 hereof for expenditures incurred before the effective date of termination; and
- (b) Except in the case of termination under clauses (a) through (d) of Clause GC 15.1 hereof, reimbursement of any reasonable cost incidental to the prompt and orderly termination of this contract including the cost of the return travel of the personnel and their eligible dependents.



16. Time for completion

16.1 The work shall be awarded for two years from the date of the Signing of the Contract/Issuance of the Service Order.

16.2 Time is the essence of this contract and no variation shall be permitted in the delivery time/delivery schedule mentioned in the Contract/Service Order.

17. Dispute Resolutions

17.1 Amicable Settlement

In case of any dispute of any kind whatsoever arises between Employer and the Consultant in connection with or arising out of the Contract, the parties shall seek to resolve any such dispute or difference by mutual consultation.

17.2 However, any dispute which cannot be amicably settled between the parties, shall be referred to adjudication/ arbitration by the laws of Bhutan.

SECTION IV: TERMS OF REFERENCE

1. The Service Provider's Responsibilities

1.1 Maintenance of vehicle

1.1.1 The service provider is to ensure that the vehicle is kept in good condition all the time, 2 (two) days a month will be allowed for service/maintenance of the vehicle for which hiring charges are included in the monthly charge. The vehicle should have all the required documents (Registration certificate, roadworthiness, insurance, emission test certificate, etc.) up-to-date during the time of service.

1.2 Driver

1.2.1 The driver shall have a valid driving license for at least two years. They should be well-behaved, fit for duty, and must abstain from consuming alcohol, especially during duty hours. The drivers have to be willing to perform duties even on public holidays including Sundays, depending on the urgency of work. For this, no extra payment will be given by the company.

1.2.2 Payment of salary and other benefits for the drivers shall be the responsibility of the service provider. The company will not provide any accommodation whether temporary or permanent, or pay house rent to the drivers.

1.2.3 Any fine/penalty, if imposed due to default on the part of the driver will have to be borne by the hiring agency of the vehicle.

1.2.4 The driver has to maintain a logbook in the required format and be signed by the BPC officials on a daily basis.

1.3 POL and Repair & Maintenance

1.3.1 All expenses on POL including repair and maintenance are to be borne by the hiring agency of the vehicle. And similarly, the cost of tires/tubes, new fittings, spare parts, etc, are to be borne during the time of the vehicle on duty by the service provider.

1.4 Breakdown

1.4.1 In the event of a sudden breakdown, the service provider should arrange for an alternative vehicle within 24 hours failing which a recovery of Nu. 1,000/- per day will be levied from the current bill. If the vehicle is not made available within 14 days, the contract of hiring the vehicle will stand canceled.

1.5 Notice of vehicle requirement

1.5.1 Whenever there is a requirement for a vehicle the company will give three days' notice in advance. After receiving the notice the Hiring Agency/service provider should immediately make the vehicle available within three days. Failing which company can hire from another agent and the rate difference has to be paid by the chosen Hiring Agent.

1.6 Location

1.6.1 The Hiring Agency should make the vehicle available at the **Construction Project Office, Mongar**, the starting and ending point of hiring the vehicle.