BHUTAN POWER CORPORATION LIMITED

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

(Registered Office, Thimphu)

PROCUREMENT SERVICES DEPARTMENT
THIMPHU: BHUTAN

(Tender No. BPC/PSD/T&P/2020/12 dated September 19, 2020)

BID DOCUMENT

FOR

THE SUPPLY AND DELIVERY OF TOOLS, SAFETY EQUIPMENT, MEASURING EQUIPMENT AND COMMUNICATION EQUIPMENT

TEN20090011

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

BPC/PSD/T&P/2020/12 September 19, 2020

Invitation for Bids

1. The *Procurement Services Department* invites sealed bids from eligible bidders for the Supply and Delivery of Tools, Safety Equipment, Measuring Equipment and Communication Equipment.
2. Interested eligible bidders may kindly visit the website www.tender.bt for vendor registration and to submit the bid online. The user manual for vendor registration and bidding process is available on the websites www.tender.bt
3. The bidders must submit the bid online from the website www.tender.bt before **14:30 Hours** on **20th October, 2020** and will be opened at **15:00 Hours** on **20th October, 2020.**
4. Bidders must submit the bid security in the original form to PSD, Head Office, BPC Thimphu or RSD, BPC, Phuentsholing on or before **19th October, 2020** before the submission of bid online. The bid security amounting to **Nu. 225,000** (Ngultrum **Two Hundred Twenty Five Thousand**) only should be submitted in favour of Director, FAS, BPC, Thimphu.
5. *Procurement Services Department, Bhutan Power Corporation Ltd.* shall not be responsible for any costs or expenses incurred by bidders in connection with the preparation or delivery of bids.

(General Manager)

Section I
General Terms and conditions

<table>
<tr><td>Sl. No.</td><td></td><td></td></tr>
<tr><td>1</td><td>Eligible Bidders:</td><td>The Invitation for bids is open to all manufacturer/Export House/authorizer dealers/Supplier from outside Bhutan and to manufacturer/ Export House /Authorizer dealers/Suppliers licensed under the ministry of economic affairs of Royal Government of Bhutan (supporting evidence to corroborate the claim must be enclosed).

In case, if the bidder is an authorized dealer/supplier, manufacturer authorization shall be submitted with the bid. The bid submitted by authorized dealer/supplier without manufacturer authorization shall be rejected.</td></tr>
<tr><td></td><td>Instruction to bidders</td><td>a) Bidders are requested to read the terms and condition before creating quotation for the tender

b) Bidders are requested to read the manual for bidding process before bidding in e-procurement system.

c) Bidders are requested to update the document (trade license and tax clearance certificate) if expired before creating quotation on-line.

d) Bidders are required to submit bid security on 19th October, 2020 and then submit the ebid online before 14:30hours on 20th October 2020. Bid security submission on 20th October, 2020 will not be accepted and bid shall be rejected. The bid shall be opened on the same date at 15:00 hours</td></tr>
<tr><td>3</td><td>Consignee:</td><td>Chief Manager, Regional Stores Division, BPC, Phuentsholing, Bhutan.</td></tr>
<tr><td>4</td><td>Scope of Work:</td><td>The contract includes the design, manufacture, supply, testing, insurance, and delivery, unloading and proper handing over the supplies to the Purchaser's Warehouse at Phuentsholing/Pasakha, Bhutan.</td></tr>
<tr><td>5</td><td>Delivery Period:</td><td>Delivery time is as per the table given below:
<table>
<tr><th>Lot</th><th>Description</th><th>Required arrival dates if goods or completion date for related services</th></tr>
<tr><td>1</td><td>Tools, Safety Equipment, Measuring Equipment and Communication Equipment</td><td>100 days from the signing of Contract</td></tr>
</table></td></tr>
<tr><td>6</td><td>Sample</td><td>All the bidders are required to submit the sample for safety belt (Item No.1) on or before 14:30 hours on 20th October, 2020 to PSD, BPC, HQ, Thimphu or RSD, Phuentsholing. If the samples are not submitted as required that bid shall be treated as non-responsive for that items (Item No. 1 Safety Belt)</td></tr>
</table>

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<table>
<tr><td>7</td><td>Prices:</td><td>The rates should be DDP (Delivery duty paid), Manager, Regional Stores Division, BPC, Phuentsholing, Bhutan which is inclusive of all the taxes and duties both inside and outside the purchaser's country. As per inco-term 2010 –"The seller is responsible for delivering the goods to the named place in the country of importation, including all costs and risks in bringing the goods to import destination. This includes duties, taxes and customs formalities. This term may be used irrespective of the mode of transport".

Notwithstanding any possible misinterpretation/ambiguity in interpretation, it is explicitly clarified that the offered prices shall be inclusive covering all costs including but not limited to transportation, insurance, taxes and duties and any other costs for delivery of the materials to the purchaser at the designated place of delivery/destination.</td></tr>
<tr><td>8</td><td>Bid Security</td><td>The bidder shall furnish, as part of its bid, bid security in the original form, denominated in Ngultrum or freely convertible currency to PSD, Head office/RSD, Phuentsholing before 19th October, 2020. Bid security submission on 20th October, 2020 will not be accepted and bid shall be rejected.

The amount and currency of the Bid Security are as follows:
<table>
<tr><th>Lot Description</th><th>Amount (Nu.)</th></tr>
<tr><td>Lot No.1 Tools, Safety Equipment, Measuring Equipment and Communication Equipment</td><td>225,000.00</td></tr>
</table>
</td></tr>
<tr><td></td><td></td><td>a) The Bid Security shall be in one of the following forms acceptable to the purchasers:</td></tr>
<tr><td></td><td></td><td>i) Unconditional bank guarantee issued by a reputed Financial Institution acceptable to the Purchaser.</td></tr>
<tr><td></td><td></td><td>ii) Banker's cheque/cash warrant</td></tr>
<tr><td></td><td></td><td>iii) Demand draft.</td></tr>
<tr><td></td><td></td><td>iv) If the institution issuing the Bid Security furnished by the Bidder is located outside the Purchaser's country, the Bid Security shall be counter guaranteed by a correspondent financial institution located in the Purchaser's country to make it enforceable</td></tr>
<tr><td></td><td></td><td>b) The Bid Security shall be valid till February 17, 2021.</td></tr>
<tr><td></td><td></td><td>c) Any Bid not secured in accordance with Clause a, and b above shall be rejected by the Purchaser as non-responsive.</td></tr>
<tr><td></td><td></td><td>d) An unsuccessful bidder's bid security will be discharged/returned within fifteen (15) days after signing of the Contract with the successful Bidder.</td></tr>
<tr><td></td><td></td><td>e) The successful bidder's bid security will be discharged/returned upon furnishing the performance security.</td></tr>
<tr><td></td><td></td><td>f) The bid security may be forfeited:</td></tr>
<tr><td></td><td></td><td>i) If a bidder withdraws its Bid during the period of bid validity specified by the bidder;</td></tr>
<tr><td></td><td></td><td>ii) If a bidder does not accept arithmetical corrections of its bid prices</td></tr>
</table>

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		iii) In the case of a successful bidder, if the bidder fails to sign the Contract or to furnish the performance security.
		Covid-19 Situation
		In case of covid-19 situation extends during the submission date of the tender, the bidder is requested to kindly submit the following
		i) Integrity Pact: signed copy of the integrity pact to be submitted. No need for legal stamp during the submission, but would be required to sign again during the contract signing time. ii) Bid Security (EMD): The EMD amount shall be deposited to BPC's BOB account no. 100902493, and submit the transition details along with other relevant documents during bid submission. The amount and currency of the bid security shall be as same as mentioned in Clause No. 8 (Bid Security)
9	**Bid Validity:**	The bid shall remain valid till **January 18, 2021**. A bid valid for a shorter period shall be rejected by the Purchaser as non-responsive. The bid form is attached.
10	**Power of Attorney**	The Bid shall be typed or written in indelible ink and shall be signed by the bidder or a person(s) duly authorized to sign on behalf of the bidder. Written power-of-attorney shall indicate such authorization and shall be attached to the Bid. The name and position held by each person signing must be typed or printed below the signature.
11	**Taxes and Duties:**	All the taxes and duties both inside and outside the purchaser's country shall be inclusive in the offer including Tax Deducted at Source (which will be deducted at source) as per the applicable rates prescribed by Department of Revenue and Customs, RGOB.
12	**Payment:**	Payment shall be made against the delivery of the good within 30 (Thirty) days after submission of an invoice or claim by the Supplier giving the full particulars of the equipment supplied.
13	**Liquidated Damages:**	LD damages after the contractual period shall be a sum equivalent to one (1) percent per week on prorate basis of delivered price of the delayed goods or unperformed services or each week or part thereof of delay until actual delivery of performance, up to a maximum of ten (10) percent of the TOTAL CONTRACT AMOUNT (Amount indicated in the Contract Agreement).
14	**Performance Security:**	Within 15 (Fifteen) working days of the receipt of notification of award of contract, the successful bidder shall furnish the performance security, in accordance with the Conditions of Contract. The Performance Security @10% of the supply contract value shall be furnished by the successful bidder in one of the following forms:

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		Unconditional bank guarantee issued by the reputed Financial Institution in the form provided for in Section VIII, Contract Forms or another form acceptable to the Purchaser; or Banker's Cheque/Cash Warrant, or Demand Draft. If the institution issuing the Performance Security furnished by the Bidder is located outside the Purchaser's country, the Performance Security shall be counter guaranteed by a correspondent Financial Institutions located in the Purchaser's country to make it enforceable. Failure by the successful Bidder to submit the above-mentioned Performance Security shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event the Purchaser may award the Contract to the next lowest evaluated Bidder whose offer is substantially responsive and is determined by the Purchaser to be qualified to perform the Contract satisfactorily. Such a failure shall be considered as default and all relevant clauses shall apply.
15	**Force Majeure:**	In the event that the Supplier or any of its subcontractors or the Purchaser is delayed in performing any of their respective obligations under the Contract, and such delay is caused by Force Majeure, including but not limited to war, civil insurrection, fires, floods, epidemics, earthquakes, quarantine restrictions and freight embargoes, such delay may be excused and the period of such delay may be added to the time of performance of the obligation delayed. 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.
16	**Warranty:**	The supplier warrants to the purchaser that the goods supplied under the contract will comply strictly with contract shall be first class in every particular case and shall be free from defects. The supplier further warrants to the purchaser that the material provided by the supplier will be new and fit for their intended purposes. This Warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof, as the case may be, have been delivered and commissioned. As a proof of performance warranty, the Purchaser will not release the 10% performance security for a period of not exceeding twelve (12) months after the complete delivery of the Goods.
17	**Termination for default:**	The purchaser may, without any prejudice to any other remedy for breach of Contract, by written notice of default sent to the supplier, terminate the contract in

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		whole or part a) If the supplier fails to deliver any or all within the time period (s) specified in the Contract, or any extension thereof granted by the purchaser or b) if the supplier fails to perform any other obligation(s) under the contract. c) If the supplier fails to perform any other obligation(s) under the Contract Subject to above Clause, when the Contract is terminated for default, the Purchaser shall forfeit the Performance Security and deduct from the contract price liquidated damages mentioned above, of the delayed delivered price of the goods accepted by the Purchaser.
18	**Dispute Resolution:**	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/Purchase. If, after 30 (thirty) days from the commencement of such informal negotiations, the Purchaser and the Supplier have been unable to resolve amicably the dispute, the dispute shall be then referred for resolution by arbitration. The arbitration shall be carried out as per procedure set by relevant Acts in Bhutan. The cost of arbitration shall be borne by both the parties. If the parties do not agree to the decision of arbitration, then the case will be referred to proper court in Bhutan for adjudication and decision.
19	**Vendor Performance Management System (VPMS):**	The performance of the vendor shall be assessed as per the guides contained in the Vendor Performance Management System available in the BPC website (www.bpc.bt) for the purpose of determining the eligibility in participating in future tenders. The VPMS Acceptance form is provided. The bidders are required to sign VPMS Acceptance form agreeing to applicability of VPMS and be endorsed with the bid. In case if the VPMS is not signed, the bid shall be liable for rejection.
20	**Integrity Pact:**	The Supplier as a condition of admission to eligibility, execute and attach to their bids an Integrity Pact Statement in the form provided. Failure to provide a duly executed Integrity Pact Statement shall result in rejection of the Bid.
21	**Manufacturer's Authorization**	Manufacturer's Authorization (MA) is required for this item. **Lot Description** | **Remarks** Lot No.1 Tools, Safety Equipment, Measuring Equipment and Communication Equipment | *YES* ***a) The bid for the item(s) shall be rejected if the Manufacturer's Authorization is not submitted for which the Manufacturer's Authorization is required.***

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<table>
<tr><td></td><td></td><td>b) The Bidders are to mention the brand and origin of goods in the price schedule and submit the Manufacturer's Authorization accordingly.

c) The restricted brand/preferred brand for tools, safety equipment and measuring equipment are mentioned in the price schedule and bidders are to quote accordingly. No alternative/substitute brand shall be accepted for restricted brand and shall be considered as non-responsive. However, if the bid is submitted by the authorized dealers/supplier on behalf of manufacturer the manufacturer authorization is required.</td></tr>
<tr><td>22</td><td>Guaranteed Technical Particulars</td><td>Guaranteed Technical Particulars (GTP) "is" required.

The bid for that item shall be rejected if the GTP is not submitted as specified in GTP Forms provided for bidders to fill up. The bidders are required to duly fill up the GTP forms provided. The catalogue/brochures of the items shall not be considered as GTP of the item. Further, if there are discrepancies between the item catalogue/brochures and the offered GTP, then GTP shall prevail.</td></tr>
<tr><td>23</td><td>Technical Requirements.</td><td>The minimum technical specification are detailed out under the lot. Any technical deviation shall be brought out in the GTP forms for the items where GTP forms are provided and for the items where GTP forms are not required, the deviation shall be brought out in the deviation sheet provided. If the deviations are not mentioned in GTP and deviation sheet provided, the specification shall be considered as complied with the requirement.</td></tr>
<tr><td>24</td><td>Evaluation:</td><td>To evaluate the offer, the purchaser shall consider the following:</td></tr>
<tr><td></td><td></td><td>a) Bid will be evaluated on the following basis:
<table><tr><th>Lot Description</th><th>Evaluation and Award</th></tr><tr><td>Lot No.1 Tools, Safety Equipment, Measuring Equipment and Communication Equipment</td><td>Item wise</td></tr></table>
As above, bids will be evaluated for each item and the contract will comprise the item(s) awarded to the successful bidder. Items with alternative item price shall be rejected and that particular items shall not be considered for further evaluation.

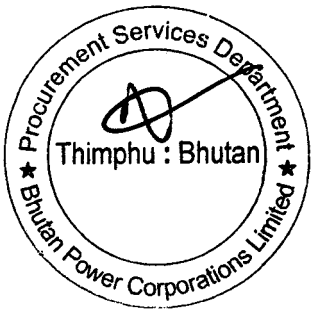
For Item No. 1 (Safety Belt), the bids without the sample shall not be considered for further evaluation and shall be rejected for that particular item.</td></tr>
<tr><td></td><td></td><td>b) Price adjustment due to discounts offered if any.</td></tr>
<tr><td></td><td></td><td>c) Price adjustment for correction of arithmetic errors shall be carried out (if any). The Purchaser shall correct arithmetical errors on the following basis:</td></tr>
<tr><td></td><td></td><td>i) If there is a discrepancy between the unit price and the total price per item that</td></tr>
</table>

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		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.
		iii) Price adjustment due to deviation in delivery schedule. The goods are required to be delivered as per the delivery period specified in Clause 5. No credit will be given to earlier delivery but Bids offering late delivery schedules (LDS) will be accepted but the Bids shall be adjusted for the purpose of the bid evaluation only adding at the rate of @one (1) per cent of the bid price for each week of delay to the bid price. Bids offering delivery schedules beyond 1 (one) month of the delivery period specified in Clause 5 shall be rejected.
		iv) The cost of replacement components, spare parts, and services shall not be considered for evaluation and comparison of the bids.
25	**Notification of Award:**	The Purchaser will notify the successful bidder in writing that its Bid has been accepted. Until a formal Contract is prepared and executed, the notification of award shall be binding on the Supplier.
26	**Signing of Contract:**	Within 10 (Ten) days from the date of issue of the notification of award of contract, the successful bidder are required to come and sign, date and seal the contract agreement. Where the contract is not signed by both parties simultaneously:
		a) The Purchaser shall send to the successful bidder two original copies of (1) the full agreed contract and (2) the letter of acceptance, each copy to be signed by the bidder or its duly authorized representative, together with the date of signature;
		b) The letter of acceptance must be accepted on or before 10 days after the notification of award
		c) The successful bidder, if agrees to conclude the contract, must sign and date all original copies of the contract and letter of acceptance and return one copy of each to the Purchaser before the expiry of the deadline indicated in the letter of acceptance;
		d) Failure of the successful bidder to accept the award/ sign the contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security.
27	**Documents comprising of the suppliers Bid:**	The Supplier Bid shall comprise of the following:
		a) Signed Bid Form and Price Schedules.

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		b) Power of Attorney
		c) Copy of license, tax clearance certificate and catalogue
		d) Bid security furnished in accordance to terms and condition.
		e) Signed Integrity Pact Statement, VPMS form and Deviation form.
		f) Any other document required as per the bidding documents.
		g) Technical Specification and GTP
		h) Manufacturer Authorization (MA)



Bid Form

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

Date:..... *[insert date of Bid submission]*
Invitation for Bid No.:..... *[insert number of IFB]*

To: ..... *[insert complete name of the Purchaser]*

.....

We, the undersigned, declare that:

(a) We have examined and have no reservations to the Bidding Documents, including Addenda No.:.....
.....*[insert the number and date of issue of each addendum]*;

(b) We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Schedule of Supply the following Goods and Related Services:.....
..... *[insert a brief description of the Goods and Related Services]*;

(c) The total price of our Bid, excluding any discounts offered in item (d) below is:
.....
.....*[insert the Bid Price in words and figures, indicating the various amounts and their respective currencies]*;

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

Discounts. If our Bid is accepted, the following discounts shall apply:.....
[Specify in detail each discount offered and the specific item of the Schedule of Supply to which it applies.]

Methodology of Application of the Discounts. The discounts shall be applied using the following methodology:.....
[Specify in detail the methodology that shall be used to apply the discounts];

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(e) Our Bid shall be valid for a period of ***90 days*** from the date fixed for the Bid submission deadline in accordance with ITB (insert Sub-Clause21.1), and it shall remain binding upon us and may be accepted at any time before expiry of that period;

(f) If our Bid is accepted, we commit to provide a Performance Security in accordance with ITB (insert Clause 48 and GCC Clause 11) for the due performance of the Contract;

(g) We are not participating, as Bidders, in more than one Bid in this bidding process, other than any alternative offers submitted in accordance with ITB (insert Clause 15);

(h) We, including any subcontractors or suppliers for any part of the Contract, have nationality from eligible countries, viz:..... *[insert the nationality of the Bidder, including that of all parties that comprise the Bidder if the Bidder is a JV/C/A, and the nationality each subcontractor and supplier]*

(i) We have no conflict of interest pursuant to ITB (Insert Sub-Clause 3.2);

(j) Our firm, its affiliates or subsidiaries - including any subcontractors or suppliers for any part of the contract - has not been declared ineligible by the Purchaser under the laws or official regulations of Bhutan, in accordance with ITB (insert Sub-Clause 4.1);

(k) The following commissions, gratuities or fees have been paid or are to be paid with respect to the bidding process or execution of the Contract:..... *[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity]*

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

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

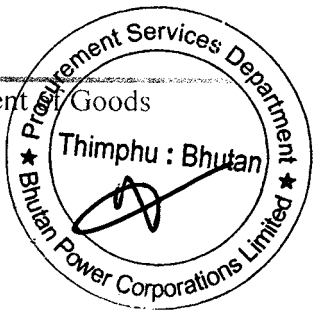
(l) We understand that this Bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed.

(m) We understand that you are not bound to accept the lowest evaluated Bid or any other Bid that you may receive.

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

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

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



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

Dated on ..... day of ....., ...*[insert date of signing*

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Deviation Schedule

Bidder shall specify below, in detail, all deviations from and exceptions to the Bid Document. Any entry shall be referenced to the Bid Document Clause No. to which they refer.

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

No deviation from and exception to the Bid Document shall be made subsequently to the Contract without the written approval of the Employer.

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

Declaration: This page and attached.....Pages of deviation from the Bid Document is a complete record of such deviation.

Signature of Bidder _____

Place & Date _____

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Bid Security (Bank Guarantee)

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

_____

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

Beneficiary: _____ *[Name and Address of Purchaser]*

Date: _____

BID GUARANTEE No.: _____

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

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

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

(a) has withdrawn its Bid during the period of Bid validity specified by the Bidder in the Form of Bid; or

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

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

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

_____

[signature of authorized representative of the bank]

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Manufacturer's Authorization

*[The Bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the Manufacturer and be signed by a person with the proper authority to sign documents that are binding on the Manufacturer. The Bidder shall include it in its bid, if so indicated in the **BDS.**]*

Date: *[insert date of Bid Submission]*

Invitation for Bid No.: *[insert IFB number]*
Alternative No.: *[insert identification No if this is a Bid for an alternative]*

To: *[insert complete name of the Purchaser]*

WHEREAS

We *[insert complete name of the Manufacturer]*, who are official manufacturers of *[insert type of Goods manufactured]*, having factories at *[insert full address(es) of the Manufacturer's factory/ies]*, do hereby authorize *[insert complete name of Bidder]* to submit a Bid in relation to the Invitation for Bids indicated above, the purpose of which is to provide the following Goods, manufactured by us, namely *[insert name and/or brief description of the Goods]*, and subsequently to negotiate and sign the Contract.

We hereby extend our full guarantee and warranty in accordance with the General Conditions of Contract, with respect to the Goods offered by the above firm.

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

Name: *[insert complete name(s) of the authorized representative(s) of the Manufacturer]*

Title: *[insert title(s) of the authorized representative(s) of the Manufacturer]*

Duly authorized to sign this Authorization for and on behalf of *[insert complete name of the Bidder]*

Dated on the *[insert number]* day of *[insert month], [insert year]*.

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INTEGRITY PACT

1 General:

Whereas *Nim Dorji, General Manager, Procurement Services Department* 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. This IP is applicable only to "**large**" scale works, goods and services, the threshold of which will be announced by the government from time to time. The signing of the IP shall not apply to framework contracting such as annual office supplies etc.

2 Objectives:

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

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.

[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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4.2 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 4.1 and 4.2.

4.4 Following report on violation of clauses 4.1 and 4.2 by official (s), through any source, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings shall be initiated by the Employer and such a person shall be debarred from further dealings related to the bidding process and contract administration.

5. Commitments of Bidders

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

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

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

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

6. Sanctions for Violation:

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

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 (whether with or without the knowledge of the Bidder), shall be dealt with as per the terms and conditions of the contract and other provisions of the relevant laws, including De-barment Rules.

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

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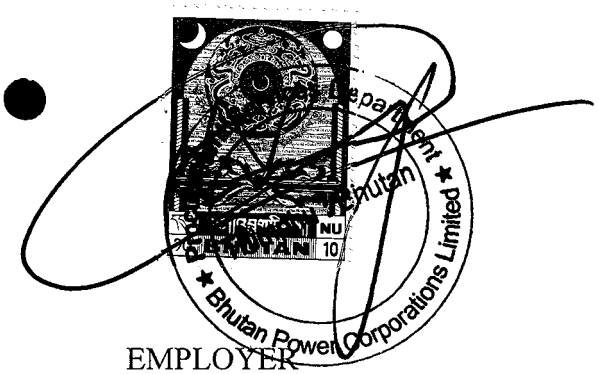
7. Monitoring and Administration:

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 : 1 1 9 0 4 0 0 1 6 5 4

Witness: _____

Name: Mani Kumar Gurung

CID : 1 1 2 0 8 0 0 2 1 4 7

BIDDER/REPRESENTATIVE

CID : | | | | | | | | | | | |

Witness: _____

Name:

CID : | | | | | | | | | | | |

VPMS Acceptance Form

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

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

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

1. We have read and understood all provisions set in the Vendor Performance Management System (VPMS) and we have no reservations to the VPMS document included in the Bidding Documents.

2. We agree to abide by all the provision of VPMS.

3. If our bid is accepted, we agree to be assessed as per the vendor rating methodology adopted by Bhutan Power Corporation Limited.

4. Depending on our performance, we accept the rating of Vendor Performance Index issued and any action taken by Bhutan Power Corporation Limited pursuant to the VPMS.

5. We shall be liable for any breach of this undertaking and non- compliance to the provisions of VPMS.

(Signature of Bidder)

Date:

(Signature of witness)

Date:

Address:

Contact No.:

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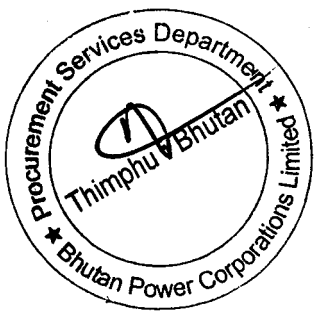
Technical Specification			
Item No.	**Item Description**	**Technical Specification**	**Brand/preferred Brand/Restricted Brand**
1	Line Man Safety Belt	Outer Belt: 45 mm- 50 mm (W) x 1200 mm (L) (Curved), Inner Belt: 100 mm (W) x 700 mm (L) (Curved) with D-ring x 2pcs & V Square ring x 1pc Lanyard: 3-strand Nylon Rope 14mm-16mm dia. x 2000 mm -2500 mm (L) with snap hook and 8-Ring, additional unlocking type retractable lanyard 18 mm (W) x 1300 mm (L) with Snap Hook & Shock Absorber. Weight: 2 -3 kg Application for both work Positioning Suspension & Single-Line Suspension	Required to submit the sample
2	Safety Helmet without Face Protector	Saftey helmet without face protector, head band circumference: Range from 520 mm to 620 mm, Class E with BPC Logo on the front, white colour, Type 1: helmet full brim, Full chin band adjustable knob at the back	Restricted to: Cooper/Salisbury/Sguard/Uvex/Catu
3	GPS Hand Set	Attached as Annexure - 1	
4	IEC Earthing Equipment, 300 series kits-ESTML 300U	IEC Earthing equipment, 300 series kit -ESTML 300.U IEC Standard earting assemblies for medium voltage overhead lines used on conductor diameters up to 22mm. Kit include 3 automatic clamps, copper cable with PVC or silicon jacket and a cluster plate. Meets IEC 61230 standard. ESTML 300.U 3EA #ESMTM-LAR7 Automatic clamp. Current capability 6 kA/1s. Diameter 0-22mm. Cable Jacket PVC. Weight 10.5 kg 1EA #ESMTM-JE.M Clamp 1EA # ESATM-JH10 Ground Rod 1EA # ESATM- BPT Vinyl Carrying Case 1EA # ESATM-SP7.U Cluster Plate 1EA # ESATM-CMA AL Storage Reel 1x15m # ESCTC-16P 16sq.mm Copper PVC Jacket Cable 2x2m # ESCTC-25P 25sq.mm Copper PVC Jacket Cable 2EA # ESATT-16-2 Double compression ferrule for 16 sq.mm Cable 4EA # ESATT-25-2 Double compression ferrule for 25 sq.mm Cable	

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Technical Specification			
5	Insulated Hand Gloves Low Volatge 1000V	Insulated hand gloves low volatge 1000V. Isolated gauntlets, class :0, average thickness : 1.0mm -1.5mm, Weight: 220-320 g.	Restricted to: Salisbury/sguard/Uvex/ Catu
6	HV Proimity Alarm Upper Arm Fittings 12 kV, 70cm	High Volatge Proximity Alarm & Personal Saftey Volatge Detector: Distance of starting warning 80 cm from 11kV (6.6kV volatge to earth). Applicable frequecny 50 Hz. Volume 70 db or higher at 1 meter distance, battery life: 50 Hours for continous use; suitable for Arm Fittings or Around Helmets Fittings	Restricted to: Hasegawa/Catu/Salisbury
7	Phase Sequence Meter CATIII, 600 V	Digital Phase Sequence Meter (40 to 690 V) protection CATIII, 600V	Restricted to: Fluke/Hioki/Kyoritsu
8	Al Ladder Extenable 24 ft	Aluminium Ladder Extendable 24ft, Telescopic ladder folding height 12ft, Spacing between Rung 30cm, Thickness of Aluminum 3mm, Loading 150kg, Net Weight 15-20kg	

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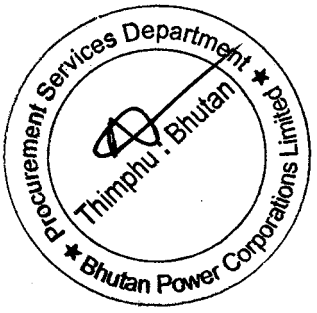
Annexure-1 (Technical Specification of Item No. 3 GPS Handset)	
Parameters	**offered Specification**
Make and Model	
Phyical Dimension	2.4"x6.3"x1.4" (6.1x16x3.6 cm)
Weight	230g with battery
Water Rating	IPX7
Battery Type	Rechargeable NiMH pack (included) or 2 AA batteries (not included); NiHM or Lithium
Display Type	transflective, 65K color TFT
Display Size	1.43"x2.15"x(3.6x5.5cm); 2.6" diag (6.6)
Display Resolution	160 x 240 pixels
Battery Life	16 Hrs
Memory/History	4 GB
High-Sensitivity Recievier	Yes
Interface	High Speed USB and NMEA 0183 Compatible
GPS should support	GPS/GLONASS with built in sensors
Maps and Memory	
Base Maps	Yes
Ability to add maps	Yes
Accept data cards	Micro SDTM Card (Not included)
Customs POI (ability to add additional points of interest)	Yes
Waypoints/favourites/lactons	5000
Routes	200
Tracks log	1000 Points , 200 Saved Tracks
Sensors	
Barometric Altimeter	Yes
Compass	Yes (tilt- compensated 3-axis)
Chartplotter Features	
Area Calculation	Yes
Automatic Routine (turn by turn routing on roads)	Yes (with optional mapping for detailed roads)
Geocaching-Friendly	Yes (Paperless)
Custom Maps Compatible	Yes
Hunts/Fish Calender	Yes
Sun and Moon information	Yes
Camera	Yes (8 Mega Pixel with auto focus; automatic geotagging)
Picture Viewer	Yes
Connection compatible (Online community where you analyse, categories and share data)	Yes



GTP for Bidders to Fill Up		
Item No. 3 GPS Handset		
	Parameters	**Offered Specification**
GPS Handset	Make and Model	
	Phyical Dimension	
	Weight	
	Water Rating	
	Battery Type	
	Display Type	
	Display Size	
	Display Resolution	
	Battery Life	
	Memory/History	
	High-Sensitivity Recievier	
	Interface	
	GPS should support	
	Maps and Memory	
	Base Maps	
	Ability to add maps	
	Accept data cards	
	Customs POI (ability to add additional points of interest)	
	Waypoints/favourites/lactons	
	Routes	
	Tracks log	
	Sensors	
	Barometric Altimeter	
	Compass	
	Chartplotter Features	
	Area Calculation	
	Automatic Routine (turn by turn routing on roads)	
	Geocaching-Friendly	
	Custom Maps Compatible	
	Hunts/Fish Calender	
	Sun and Moon information	
	Camera	
	Picture Viewer	
	Connection compatible (Online community where you analyse, categories and share data)	

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Item No. 7 GTP for Digital Phase Sequecne Meter		
Sl.No	**Parameters**	**Bidders to Fill Up**
1	Applicable Standard	
2	Measurement Range	
3	Frequency	
4	Protection	
5	Accessories	



PRICE SCHEDULE								
Item No.	**Item Description**	**UoM**	**Qty**	**Technical Specification**	**Brand/preferred Brand/Restricted Brand**	**Country of origin and Brand**	**Unit Price DDP (Nu.)**	**Total Price DDP (Nu.)**
1	Line man safety Belt	No.	63	Outer Belt: 45 mm- 50 mm (W) x 1200 mm (L) (Curved), Inner Belt: 100 mm (W) x 700 mm (L) (Curved) with D-ring x 2pcs & V Square ring x 1pc Lanyard: 3-strand Nylon Rope 14mm-16mm dia. x 2000 mm -2500 mm (L) with snap hook and 8-Ring, additional unlocking type retractable lanyard 18 mm (W) x 1300 mm (L) with Snap Hook & Shock Absorber. Weight: 2 -3 kg Application for both work Positioning Suspension & Single-Line Suspension	Sample need to be submitted			
2	Safety helmet without face protector	No.	217	Saftey helmet without face protector, head band circumference: Range from 520 mm to 620 mm, Class E with BPC Logo on the front, white colour, Type 1: helmet full brim, Full chin band adjustable knob at the back	Restricted to: Cooper/salisbury/sguard/ Uvex/Catu			
3	GPS Hand Set	No.	5	Attached as Annexure - 1				
4	IEC Earthing Equipment, 300 series kits-ESTML 300U	Sets	34	Refer Technical Specification				
5	Insulated Hand Gloves Low Volatge 1000 V	No.	20	Insulated hand gloves low volatge 1000V. Isolated gauntlets, class :0, average thickness : 1.0mm -1.5mm, Weight: 220-320 g.	Restricted to: Salisbury/sguard/ Uvex/ Catu			

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PRICE SCHEDULE								
Item No.	**Item Description**	**UoM**	**Qty**	**Technical Specification**	**Brand/preferred Brand/Restricted Brand**	**Country of origin and Brand**	**Unit Price DDP (Nu.)**	**Total Price DDP (Nu.)**
6	HV Proimity Alarm Upper Arm Fittings 12 kV, 70 cm	Sets	59	High Volatge Proximity Alarm & Personal Saftey Volatge Detector: Distance of starting warning 80 cm from 11kV (6.6kV volatge to earth). Applicable frequecny 50 Hz. Volume 70 db or higher at 1 meter distance, battery life: 50 Hours for continous use; suitable for Arm Fittings or Around Helmets Fittings	Restricted to: Hasegawa/Catu/ Salisbury			
7	Phase Sequence Meter CATIII,600 V	Sets	6	Digital phase sequence meter (40 to 690v) protection CATIII, 600V	Restricted to: Fluke/Hioki/Kyoritsu			
8	Al. Ladder Extenable 24ft	No.	5	Aluminium Ladder Extendable : 24ft; Telescopic ladder folding height :12ft; Spacing between Rung : 30cm; Thickness of Aluminum : 3mm; Loading : 150kg; Net Weight : 15-20kg				

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