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Bhutan Power Corporation Limited
(An ISO 9001:2015, ISO 14001:2015 & ISO 45001:2018 Certified Company)
Registered Office, Thimphu
Procurement Services Department
Thimphu: Bhutan



BPC/PSD/Tender/2022/02

March 08, 2022

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Subject: Addendum No. III

Tender Title: Supply and Delivery of ARCB and Sectionalizers

Reference: BPC/PSD/Tenders/2022/02 dated February 12, 2022

Dear Sir/Madam,

This is to inform all the bidders that PSD, BPC would like to issue amendment against the above referred tender. The submission and opening dateline for the tender is amended. Moreover, the SCC clause 27. 1 is also amended. The detail changes are mentioned under the BDS (Bid Data Sheet) and SCC (Special Conditions of the Contract) which are attached herewith.

Therefore, Bidders are advised to note the changes and quote accordingly. All other terms and condition shall remain same.

Thanking you.

Yours sincerely,

(Nim Dorji)
General Manager



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DRUK HOLDING & INVESTMENTS LTD.

GROUP STANDARD BIDDING DOCUMENT

GOODS (BDS & SCC)



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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	Tender No.: BPC/PSD/Tender/2022/02 dated 12/02/2022						
1.1	Tender Name: The Supply and Delivery of ARCB and Sectionalizers						
1.1	Purchaser: Procurement Services Department, Bhutan Power Corporation Limited, Yarden Lam, Post Box No. 580, Thimphu, Bhutan.						
1.1	The number and identification of Lots comprising this tender are: <table border="1"> <thead> <tr> <th>Lot No.</th><th>Lot Description</th></tr> </thead> <tbody> <tr> <td>1</td><td>ARCB</td></tr> <tr> <td>2</td><td>Sectionalizers</td></tr> </tbody> </table>	Lot No.	Lot Description	1	ARCB	2	Sectionalizers
Lot No.	Lot Description						
1	ARCB						
2	Sectionalizers						
8.2	For Bid clarification purposes, the Purchaser's address is: Attention: The General Manager. Address: Procurement Services Department, Bhutan Power Corporation Limited, Yarden Lam, Post Box No. 580, Thimphu, Bhutan. Telephone number: +975-2-326289/17605881 Electronic mail address: nim.dorji@bpc.bt copy to: psdbpc@gmail.com/pema_tamang@bpc.bt						
8.3	Bid Clarification request will be received on or before: Time : 17:00 hour Date : March 10, 2022						
8.5	A pre-bid meeting shall not take place.						
12.1	The Bidder shall submit with its Bid the following additional documents: a) <i>Copies of valid Trade License</i> b) <i>Latest Tax Clearance Certificate</i> c) <i>Compliance to Delivery Schedule</i>						
15.1	Alternative Bids shall not be permitted.						
16.3	The Bidder shall quote prices in DDP (Delivered Duty Paid), RSD, Pasakha (Place of destination) for all the lots as per incoterm 2020.						

	Notwithstanding any possible misinterpretation/ambiguity in interpretation, it is explicitly clarified that the offered prices shall be all 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.						
16.3 (a) (iii)	The final destination is: Pasakha, Regional Store Divisions, Phuentsholing, Bhutan.						
16.3 (b) i, ii, & iii	The price shall be inclusive of all taxes and duties that are applicable both inside and outside the purchaser's country.						
16.5	Bids are being invited for lots						
18.1	The prices quoted by the Bidder <i>shall not be adjustable</i>						
19.1, 19.2 and 19.3	<p>Bid Prices shall be quoted in Ngultrum for goods offered from Bhutan, in Indian Rupees for goods offered from India; and in US dollar/major foreign currencies for goods offered from other Countries.</p> <p>Bid Prices expressed in Indian currency and US Dollars/major foreign currencies shall be accepted and evaluated in accordance to ITB 38. For bid evaluation purpose 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 or the immediate preceding date as posted by the RMA. For bid expressed in Indian currency and US Dollars/major foreign currencies, payments shall be made in equivalent Ngultrum through banking channel and the responsibilities of payment transfer and transfer charges lie on the Suppliers.</p>						
20.1	<p>Technical Specifications</p> <p>The minimum technical specification (where ever required) are detailed out under respective Lot and Price schedule. 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.</p>						
20.2	<p>Guaranteed Technical Specifications (GTPs) <i>"is" required</i></p> <table border="1"> <thead> <tr> <th>Lot Description</th><th>Remarks</th></tr> </thead> <tbody> <tr> <td><i>Lot 1: ARCB</i></td><td><i>Required</i></td></tr> <tr> <td><i>Lot 2: Sectionalizer</i></td><td><i>Required</i></td></tr> </tbody> </table>	Lot Description	Remarks	<i>Lot 1: ARCB</i>	<i>Required</i>	<i>Lot 2: Sectionalizer</i>	<i>Required</i>
Lot Description	Remarks						
<i>Lot 1: ARCB</i>	<i>Required</i>						
<i>Lot 2: Sectionalizer</i>	<i>Required</i>						



	<p>a) <i>The bid for that item(s)/Lot(s) shall be rejected if the GTP required Forms are not duly filled up and submitted as specified under respective lot.</i></p> <p><i>The bidders are required to duly fill up the GTP forms provided in the bidding document. 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.</i></p> <p><i>For convenience purpose, the GTP in Excel format is attached herewith. The GTP must be seal, sign and fill up without any alteration to its format.</i></p> <p>b) <i>For the item(s)/Lot(s) of which GTP forms are not provided under respective lot, the bidders are requested to submit the catalogue or drawings for individual items or offer GTP if there is any. The offered items shall be clearly indicated in the catalogue and if there is any deviation, brought out in deviation sheet provided.</i></p>						
,20.3	The period of time for which the Goods are expected to be functioning (for the purpose of spare parts, special tools, etc.): <i>Not Applicable.</i>						
21.1	Financial Capability The Bidder shall furnish documentary evidence that it meets the financial requirement(s): <i>Not Applicable</i>						
21.2	Experience and Technical Capacity The Bidder shall furnish documentary evidence to demonstrate that it meets the following experience requirement(s): <i>ISO Certificate, list of previous clients, relevant catalogues, notarized test certificates, list of past performance certificates and manufacturer's profile for all new brands that are introduced in BPC.</i>						
21.3(a)	<p>Manufacturer's Authorization (MA) "is" required</p> <table border="1"> <thead> <tr> <th>Lot Description</th><th>Remarks</th></tr> </thead> <tbody> <tr> <td>Lot 1: ARCB</td><td>Required</td></tr> <tr> <td>Lot 2: Sectionalizer</td><td>Required</td></tr> </tbody> </table> <p>a) <i>The bid for that item(s)/Lot(s) shall be rejected if the Manufacturer's Authorization is not submitted for which the Manufacturer's Authorization is required.</i></p> <p>b) <i>The Bidders are to mention the brand and origin of goods in the price schedule and submit the Manufacturer's Authorization accordingly.</i></p> <p>c) <i>The brands (restricted/preferred) are mentioned in the price schedule and bidders are to quote accordingly. Item/lots for which brands are restricted, no alternative/ substitute brand shall be accepted and shall be considered as non-responsive for that particular item/lot.</i></p>	Lot Description	Remarks	Lot 1: ARCB	Required	Lot 2: Sectionalizer	Required
Lot Description	Remarks						
Lot 1: ARCB	Required						
Lot 2: Sectionalizer	Required						



21.3 (b)	After sales maintenance, repair, spare parts stocking and related services: <i>are not Required</i> , and the Bidder therefore is <i>not required</i> to be represented by a suitably equipped and able agent in Bhutan.						
21.3 (c)	Joint Venture, Consortium (JV/C) Bids are permitted: "YES" , the number of partners forming Joint Venture, Consortium (JV/C) : <i>Two</i>						
22.1	The Bid validity period shall be 90 days from the last date of bid submission i.e., up to June 15, 2022 .						
23.1	<p>The Bidder shall furnish a bid security in the amount and currencies as shown below in favour of Director, FAS, BPC:</p> <table border="1"> <thead> <tr> <th>Lot Description</th><th>Amount (Nu.)</th></tr> </thead> <tbody> <tr> <td><i>Lot 1: ARCB</i></td><td><i>392,202.60</i></td></tr> <tr> <td><i>Lot 2: Sectionalizer</i></td><td><i>1,113,939.60</i></td></tr> </tbody> </table> <p>Preferably Bid Security should be submitted for the individual lots. Combined Bid Security would be also accepted. However, if the combined Bid Security is not sufficient in terms of total amount, the offer for the entire quoted lots would be treated as non-responsive as per ITB 23 and not considered for further evaluation.</p> <p><i>For e-bids, bidders shall submit the Bid Security in original form to Procurement Service Departments (PSD), Head Office/ Regional Store Division (RSD), Phuentsholing/RSD Gelephu on or before the deadline for the submission of bids and also upload the scan copy of bid security in the www.tender.bt</i></p>	Lot Description	Amount (Nu.)	<i>Lot 1: ARCB</i>	<i>392,202.60</i>	<i>Lot 2: Sectionalizer</i>	<i>1,113,939.60</i>
Lot Description	Amount (Nu.)						
<i>Lot 1: ARCB</i>	<i>392,202.60</i>						
<i>Lot 2: Sectionalizer</i>	<i>1,113,939.60</i>						
23.5	The Bid Security validity period shall be valid till July 15, 2022 .						
24.1 & 25.1	In addition to the original Bid, the number of copies is: <i>Not Applicable</i>						
25.2(b)	<p>For bid submission purposes only, the Purchaser's address is:</p> <p>Attention: <i>The General Manager</i> Address: <i>Procurement Services Department, Bhutan Power Corporation Limited, Yarden Lam, Post Box No. 580, Thimphu, Bhutan.</i></p>						
25.3	Mode of Tendering is Single Stage – One Envelope Process .						



25.8	<p>Bidders are required to submit e-bids through e-procurement system (www.tender.bt).</p> <p>Bidders have to visit website www.tender.bt for vendor registration if the vendor has not registered in the e-procurement platform and submit the bid online. The user manual for vendor registration and bidding process is available under Downloads in website www.tender.bt</p>
26.1	The deadline for the submission of Bid is: March 17, 2022 at 14:00 hours
29.1	<p>The Bid Opening shall take place at: Address: Conference Hall, Head Office, BPC, Thimphu Date : March 17, 2022 Time : 14:30 Hours Venue : BPC Conference Hall</p>
37.1	A margin of five percent (5%) Domestic Preference shall not apply .
38.3 (a)	<p>Evaluation will be done for: Lot wise</p> <p><i>A lot with an alternative item price shall be rejected and that lot shall not be considered for further evaluation.</i></p> <p><i>In case some items are not quoted for a particular lot, the corporation reserves the right to cost load the highest responsive rate of other bidders for the purpose of evaluation of that lot if it was determined that the non-quoted items are not a major component of the lot or do not form an integral element of the lot. Actual order shall however be done based on the lowest rate that has been quoted in that bid package.</i></p>
38.3(e)	<p>The adjustments shall be determined using the following criteria:</p> <p>(a) Deviation in Delivery schedule: Yes</p> <p><i>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 shall be rejected.</i></p> <p>(b) Deviation in payment schedule: No</p> <p>(c) The cost of major replacement components, mandatory spare parts, and service: No</p> <p>(d) The availability in Bhutan of spare parts and after-sales services for the equipment offered in the Bid : No</p>



	<p>(e) The projected operating and maintenance costs during the life of the equipment: No</p> <p>(f) The performance and productivity of the equipment offered: No.</p>
38.6	Bidders shall be allowed to quote prices for one or more lots. The price schedule must be completed without any alteration to its format.
44.2 & 45.1	The successful Bidder shall submit the performance security and sign the Contract within fifteen (15) days after the issuance of the Notification of Award.



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	
Reference to the GCC is made as under:	
1.1 (xviii)	Final Destination(s) is: Malbase, Pasakha, Regional Store Division, Phuentsholing, Bhutan. The Consignee is : The Chief Manager, Regional Store Division, Bhutan Power Corporation Limited, Phuentsholing, Bhutan Email: phuntshowang@bpc.bt Contact No: 17757404
1.1 (xvix)	The Purchaser is: Procurement Services Department, Bhutan Power Corporation Limited, Yarden Lam, Post Box No. 580, Thimphu, Bhutan.
3.5 (a)	The meaning of the trade terms shall be as prescribed by Incoterms. If the meaning of any trade term and the rights and obligations of the parties there under shall not be as prescribed by Incoterms, they shall be as prescribed by: <i>Not Applicable</i>
3.5(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". Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by a notarised and an accurate translation of the relevant passages in English.
7.1	For notices, the addresses shall be: For the Purchaser: Attention : The General Manager Address : Procurement Services Department Bhutan Power Corporation Limited Thimphu, Bhutan Telephone : 00975-2-326289/336046 E-mail address : nim.dorji@bpc.bt Copy to : pema_tamang@bpc.bt / psdbpc@gmail.bt
9	The rules of procedure for arbitration proceedings pursuant to GCC Sub-Clause 9.2 shall be as per the Alternative Dispute Resolution Act of Bhutan 2013.

13.2	The prices charged for the goods supplied and the related services performed “shall not” be adjustable
14.1	<p>Terms of Payment</p> <p>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.</p> <p>Undertaking letter from routing of payment through the Banks (if the payment is not through Letter of Credit) shall not be issued.</p> <p>Advance Payment: Maximum of twenty percent (20%) 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.</p> <p>On Acceptance: Seventy percent (70%) of the goods received shall be paid within Thirty (30) days of receipt of the goods upon the submission of a claim supported by the Acceptance Certificate issued by the Purchaser.</p> <p>Retention Payment: Ten percent (10%) of the Contract Price will be payable after the expiry of defects liability period (for a period not exceeding twelve months after the delivery of all materials). However, payment shall be made provided the Supplier presents a request for payment accompanied by a Retention 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 shall be valid for a period not less than twelve (12) months after delivery of all materials.</p> <p>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.</p>
15.3	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: Ten percent (10%) of contract value



16.3	<p>The types of acceptable Performance Securities are:</p> <ul style="list-style-type: none"> (i) <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</i> (ii) <i>Cash warrant,</i> (iii) <i>Demand Draft, or</i> (iv) <i>Bank Transfers</i> <p>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.</p>
20.1	<p>Details of Shipping and other Documents to be furnished by the Supplier are:</p> <ul style="list-style-type: none"> (i) <i>Copies of the Supplier's invoice showing Goods description, quantity, unit price, and total amount;</i> (ii) <i>Suppliers Good Issues Note (Challan);</i> (iii) <i>Copy of import declaration form (B-Form) in Bhutan;</i> (iv) <i>Original tax paid receipt in Bhutan.</i> (v) <i>Manufacturer's or Supplier's warranty certificate;</i> (vi) <i>Packing List;</i> (vii) <i>Inspection report/Test Certificate</i>
22.2	Subcontracting shall be "not allowed"
25.1	<p>The inspections and tests shall be: Applicable</p> <p>All materials shall be inspected and tested as specified in the relevant IEC or BS or IS standards. The supplier must notify the purchaser in writing within twenty (20) days in advance once the goods are fully manufactured and ready for dispatch. This should be notified to purchaser at the following address:</p> <p>Attention : The General Manager Address : Procurement Services Department Bhutan Power Corporation Limited, Thimphu: Bhutan.</p> <p>Telephone : 00975-2-336046/326289 E-mail address : nim.dorji@bpc.bt Copy to : pema_tamang@bpc.bt/psdbpc@gmail.com</p> <p>The period indicated is for deputing an inspector and has no connection with the stipulated delivery schedule. If the delay in the delivery of all or part of materials has been caused due to delay beyond the maximum allowable period in nominating inspectors by the purchaser after the inspection call has been received in writing by the purchaser, the delivery period shall be extended by the period equivalent to such delay in sending inspectors by the purchaser for the whole or part of the materials.</p> <p>To ensure that the goods are delivered in good condition, purchaser may call suppliers/supplier's representatives to be present for the joint inspection of the goods at the BPC warehouse and sign the joint inspection report.</p>

25.2	Inspections and tests shall be conducted at: <i>Manufacturer's premises</i>
26.2	<p>The packing, marking and documentation within and outside the packages shall be:</p> <p>The Supplier shall provide packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as per the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.</p> <p>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 under Common Technical Requirements and in any subsequent instructions ordered by the Purchaser.</p>
27.1	Responsibility for transportation of the Goods shall be as specified in the Incoterms 2020. <i>"However, unloading of the materials at RSD, Phuentsholing, Bhutan shall be under the scope of supplier. The RSD shall issue the certificate upon acceptance of the Goods in good condition in line with GCC clause 7.2"</i>
28.3	<p>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/Malbase, PSD, BPC, Phuentsholing, Bhutan.</p> <p>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.</p> <p style="text-align: center;">Or</p> <p>As a proof of performance warranty, the purchaser will not release the 10% retention money 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 retention amount shall be made provided the Supplier presents request for payment accompanied by a Retention 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.</p> <p><i>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</i></p>

	<i>it enforceable.</i>
28.4 & 28.5	The period for repair or replacement shall be: Three Months from the day of notification
29.1	The applicable rate for liquidated damages for delay shall be: 0.15 % per day. The maximum amount of liquidated damages shall be: <i>10% of the contract price</i>
31.1	The insurance coverage shall be as specified in the Incoterms.

