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Bhutan Hydropower Services Limited

(A Subsidiary company of  DrukGreen)

- An ISO 9001:2015 Certified Company

BHSL/SCMD/RFQ-03/2023/206

14th February 2023

INVITATION FOR BIDS

Bhutan Hydropower Services Limited, Gelephu, Bhutan is pleased to invite bids for the **Supply and Delivery of Vehicles** from the authorized distributors as per the specifications and the price schedule attached.

The terms and conditions of supply are stipulated below:

1. SUBMISSION AND OPENING OF SEALED QUOTATIONS:

The bid shall be addressed and submitted to the **Head, Supply Chain Management, BHSL** in an envelope sealed with adhesive or other sealant, which will prevent reopening and shall be marked **"CONFIDENTIAL"** and indicate the **"NAME OF SUPPLY"**, **"BID NUMBER"** and the words **"DO NOT OPEN BEFORE the specified Date, Month and Time"**.

1. RECEIPT AND OPENING OF BID

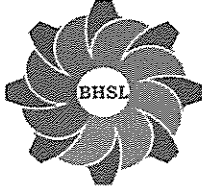
The bid shall be received till **3rd March 2023 up to 2:30 PM** by the Head, Supply Chain Management, BHSL up to date and time specified in any addendum. The bids shall be opened by the committee on the same day at **3:00 PM**.


2. PRICE SCHEDULE

- 2.1. Bidders shall quote the rates on **DAP, Jigmeling, Bhutan** in the Price Schedule.
- 2.2. The prices quoted shall be fixed during the performance of the contract.
- 2.3. If there is a discrepancy between the unit price and line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of the purchaser there is an obvious misplacement of decimal point in the unit price, in which case the line item total as quoted shall govern and the unit rate price shall be corrected, and
- 2.4. If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected.

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3. BIDS VALIDITY

- 3.1. Bid shall remain valid for a period of **60 days** from the date of opening of the bid i.e **03/05/2023**.
- 3.2. Prior to expiry of the bid validity period, the purchaser may request bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. The bid security shall also be extended for a corresponding period. A bidder may refuse the request to extend the validity of its bids without forfeiting its bid security. A bidder granting the request shall not be required or required to modify its bid.

4. TAXES AND DUTIES

The supplier shall bear and pay all applicable taxes, duties, license fees and other similar levies imposed for goods.

5. INTEGRITY PACT

The bidder shall sign and submit the Integrity Pact along with bid.

6. TAX CLEARANCE CERTIFICATE AND TRADE LICENCE

The bidder shall furnish copies of latest Tax Clearance Certificate and valid Trade Licence along with bid. No submission of the same along with the bid will result in outright rejection of the bid.

7. SALE TAXES

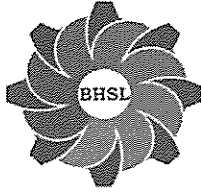
The purchaser is exempted from the levy of the Indian Sales Tax by the Virtue of Article 286 of the Constitution of India and under (i) Central Sales Tax Notification number GST-IV (493) dated 11-11-57 for procuring goods from India. As such, Indian bidders should quote the rates of materials without Sales Tax as the materials are meant for bonafide use in Bhutan. The Purchaser will furnish **Sales Tax Exemption Certificate** to the successful bidder issued by the Regional Revenue & Customs, RGoB after entry of materials in Bhutan

8. QUANTITY VARIATION


At the time the contract is awarded, the purchaser reserves the right to increase or decrease twenty (20%) percent of the contract value without any change in the unit price or other terms and conditions of the bid. However, the above variation can also exceed twenty (20%) percent where in one more additional unit exceeds twenty (20%) percent of the contract price.

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9. RIGHT TO ACCEPT AND REJECT BID

9.1. The purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to bidders.

10. DELIVERY

The delivery of all the Vehicle shall be completed within 2-3 (two to Three) Months from the date of issue of purchase order.

11. LIQUIDATED DAMAGES

If the supplier fails to deliver any or all of the goods by the date of delivery or fails to perform the related services within the period specified in the contract, the purchaser may without prejudice to all its other remedies under the contract, deduct from the contract price, as liquidated damages, not less than zero point zero five (0.3%) percent for every day of delay on the value of supplies delayed beyond the scheduled delivery period.

The maximum amount of liquidated damages shall be ten (10%) percent of the contract price.

12. PAYMENT TERM

100% payment shall be made within 30 (thirty) days from the date of receipt of materials against each supply order and complete submission of delivery documents. Bank charges if any, shall be deducted from the supplier's account.

13. WARRANTY

13.1. The supplier shall warrant that all the materials are new, unused, and of the most recent or current models.

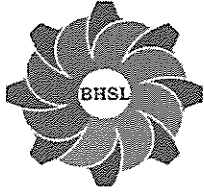
13.2. The supplier also further warrants that the materials shall be free from defects arising from any act or omission of the supplier or arising from design, materials and workmanship, under normal use in the conditions prevailing in Bhutan.

13.3. The warranty shall remain valid for twelve (12) month after the materials or any portion thereof as the case may be, have been delivered to and accepted at the final destination or for eighteen (18) months after the date of shipping from the port or place of loading in the country of origin, whichever period concludes earlier.


13.4. The purchaser shall give notice to the supplier stating the nature of any such

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defects together with all available evidence thereof, promptly following the discovery thereof. The purchaser shall afford all the reasonable opportunity for the supplier to inspect such defects.

- 13.5. Upon receipt of such notice, the supplier shall expeditiously repair or replace the defective materials or parts thereof within the time period specified in the notification, at no cost to the purchaser.
- 13.6. If having been notified, the supplier fails to remedy the defect within the time period specified in the notification; the purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

14. SETTLEMENT OF DISPUTES

- 14.1. The purchaser and supplier shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute arising between them under or in connection with the contract.
- 14.2. If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, either the purchaser or the supplier may give notice to the other party of its intention to commence arbitration has been given in accordance with this clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the materials under contract.
- 14.3. Notwithstanding any reference to arbitration herein, the parties shall continue to perform their respective obligations under the contract unless they otherwise agree.

15. TERMINATION FOR DEFAULT


- 15.1. The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate the contract in whole or part:
- 15.1.1. If the supplier fails to deliver any or all of the materials within the period specified in the contract or within any extension thereof granted by the purchaser;
- 15.1.2. If the supplier, in the judgement of the purchaser has engaged in fraud and corruption in competing for or in executing the contract,
- 15.1.3. If the supplier fails to perform any other obligations under the contract.

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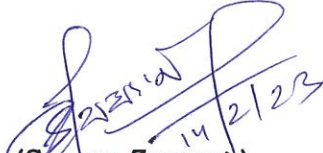
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16. GOVERNING LAW

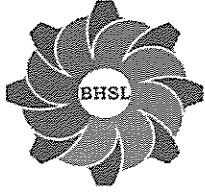
The contract shall be governed by and interpreted in accordance with the laws of Bhutan.

Yours faithfully,



(Sonam Zangmo)
Head(SCMD)

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Price Schedule

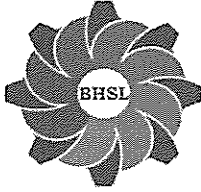
The prices are inclusive of packing, forwarding, all the applicable taxes, duties and levies in Bhutan.

SN	Details	Specification	Qty	Rate	BST	Green Tax	Amount
1	Trailer (12 wheeler) 35Ton	Tata Signa 3518.T 56 cab 5.6L Carrying Capacity: 25Ton Make: TATA	6				
2	Bolero Camper	Mahindra Bolero Camper Double Cabin 4WD Power Stering	3				
3	DCM truck	EICHER PRO 5016 HSD	3				
4	Mobile Crane /hydra	Farana F20 20Ton Make Escort	2				
	Hydra 3P	Escort 14 Ton	3				
5	Farm Tractor	Sonalika DI 60 RX (4WD)	6				
Total Cost							


Note: Dealership certificate to be submitted along with the bid.

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Integrity Pact Statement

[Integrity Pact Statement, as provided by the Anti-Corruption Commission (ACC of the Royal Government of Kingdom of Bhutan from time to time is to be used.]

1. General

Whereas **Sonam Zangmo** representing the **Bhutan Hydropower Service Limited**, Royal Government of Bhutan, hereinafter referred to as the Bhutan Hydropower Service Limited on one part, and (.....) representing the (*Name of Bidder*)..... as the other part hereby execute this agreement as follows:

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

2 Objectives

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

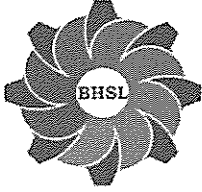
- 2.1 Enabling the Bhutan Hydropower service Limited to obtain the desired contract at a reasonable and competitive price in conformity to the defined specifications of the works, goods and services; and
- 2.2 Enabling bidders to abstain from bribing or any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also refrain from bribing and other corrupt practices and the Bhutan Hydropower service Limited will commit to prevent corruption, in any form by their officials by following transparent procedures.


3. Commitments of the Employer:

The Bhutan Hydropower service Limited Commits itself to the following:-

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- 3.1 The Bhutan Hydropower service Limited hereby undertakes that no official of the Bhutan Hydropower service Limited, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favor or any material or immaterial benefit or any other advantage from the Bidder, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the Contract.
- 3.2 The Bhutan Hydropower service Limited further confirms that its officials has not favored any prospective bidder in any form that could afford an undue advantage to that particular bidder during the tendering stage, and will further treat all Bidders alike.
- 3.3 All the officials of the Bhutan Hydropower service Limited shall report to the head of the employing agency or an appropriate Government office any attempted or completed violation of clauses 3.1 and 3.2.
- 3.4 Following report on violation of clauses 3.1 and 3.2 by official (s), through any source, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the Bhutan Hydropower service Limited and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the Bhutan Hydropower service Limited the proceedings under the contract would not be stalled.

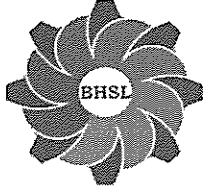
4 Commitments of Bidders


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

- 4.1 The Bidder will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Bhutan Hydropower service Limited, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the Contract.

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

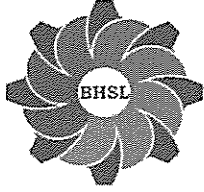
5 Sanctions for Violation


The breach of any aforesaid provisions or providing false information by Bhutan Hydropower service Limited, including manipulation of information by evaluators, shall face administrative charges and penal actions as per the existing relevant rules and laws. The breach of the Pact or providing false information by the Bidder, or any one employed by him, or acting on his behalf (whether with or without the knowledge of the Bidder), or the commission of any offence by the Bidder, or any one, employed by him, or acting on his behalf, shall be dealt with as per the provisions of the Penal Code of Bhutan, 2004, and the Anti-Corruption Act, 2006. The Bhutan Hydropower service Limited /relevant agency shall also take all or any one of the following actions, wherever required:-

- 5.1 To immediately call off the pre-contract negotiations without giving any compensation to the Bidder. However, the proceedings with the other Bidder(s) would continue.
- 5.2 To immediately cancel the contract, if already awarded/signed, without giving any compensation to the Bidder.

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- 5.3 The Earnest Money / Security Deposit shall stand forfeited.
 - 5.4 To recover all sums already paid by the Bhutan Hydropower service Limited.
 - 5.5 To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the Bidder, in order to recover the payments, already made by the Bhutan Hydropower service Limited, along with interest.
 - 5.6 To cancel all or any other Contracts with the Bidder.
 - 5.7 To debar the Bidder from entering into any bid from the government of Bhutan as per the Debarment Rule.

6. Conflict of Interest

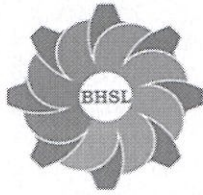
- 6.1 A conflict of interest involves a conflict between the public duty and private interests (for favor or vengeance) of a public official, in which the public official has private interest which could improperly influence the performance of their official duties and responsibilities. Conflict of Interest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

7 Examination of Books of Accounts


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

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8. Monitoring and Arbitration

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

9 Legal Actions

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

10 Validity

10.1 The validity of this Integrity Pact shall cover the tender process and extend until the completion of the contract to the satisfaction of both the Bhutan Hydropower service Limited and the Bidder.

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

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

The party hereby sign this Integrity Pact at **Gelephu** on **03/03/2023**.


(Senam Zangmo)
Bhutan Hydropower Services Limited

(Bidder)


(Deki Lhaden)
Bhutan Hydropower Services Limited

(Bidder)

