

ལྷན་གཙོ་བོ་གཞི་རྒྱུ་གཞི་གཞི་གཞི་

PUNATSANGCHHU-II HYDROELECTRIC PROJECT AUTHORITY



BIDDING DOCUMENT

FOR

SUPPLY OF NEUTRAL GROUNDING RESISTOR TO PUNATSANGCHHU-II HYDROELECTRIC PROJECT

Tender No. : PHPA-II/SE(P&C)/NGR/NIT-09/2024

Dated 05.11.2024

November 2024



CONTENTS

SECTION NO.	DESCRIPTION
I	Notice Inviting Tender (NIT)
II	General Terms & Conditions
III	Forms
IV	Technical Specifications
V	Price Schedule



SECTION I –NOTICE INVITING TENDER



NOTICE INVITING TENDER

Punatsangchhu-II Hydroelectric Project Authority (PHPA-II) Bjimthangkha, Wangdue, Bhutan	
Punatsangchhu-II Hydroelectric Project Authority (PHPA-II) is pleased to invite "Sealed Bids" from reputed, experienced Indian and Bhutanese manufacturers/authorized dealers/traders for the work 'Supply of Neutral Grounding Resistors for Punatsangchhu-II Hydroelectric Project.'	
1. Tender No.	PHPA-II/SE(P&C)/NGR/NIT-09 dated 05.11.2024
2. Eligibility	<ul style="list-style-type: none"> 1. The bidder must be a reputed manufacturer/ authorized dealers/trader of electrical equipment like transformers, resistors, HT & LT Panels, Circuit breakers etc. • The bidder must have completed supply of Neutral Grounding Resistors (NGR) during the last TWO years with a minimum supply value of Nu./INR 0.5 Million. • The bidder shall have an average annual financial turnover of Nu./INR 1.0 Million during the last TWO years.
3. Item Details	Neutral Grounding Resistors.
4. Estimated Amt.	Nu/ INR 1.5 Million
5. Bid Security.	Not Required. Bidders are required to fill Bid Security Declaration form attached.
6. Last date & time of submission	12.11.2024 at 1100 Hrs. (Local Time)
7. Place of Submission	Superintending Engineer (SE), Procurement & Contracts Wing (P&C Wing), Punatsangchhu-II Hydroelectric Project Authority, Block E4, Bjimthangkha, Wangduephodrang, Bhutan.
8. Date & Time of Bid Opening	12.11.2024 at 1130 Hrs (Local Time)
9. Bid Document	A complete set of the Bid documents can be downloaded for FREE from official PHPA-II website www.phpa2.gov.bt/tenders
PHPA-II reserves the right to suspend the tendering process or part of the process to accept or reject any or all bids at any stage of the process and / or to modify the process or any part thereof at any time without assigning any reason thereof.	
For any queries, parties may contact this office at +975-2-471743/471744 (during office hours) or through email at procurement@phpa2.gov.bt	

(Sd/-)

Superintending Engineer,
Punatsangchhu-II Hydroelectric Project Authority,
Bjimthangkha, Wangdue, Bhutan



SECTION II – GENERAL TERMS & CONDITIONS



CONTENTS

Clause No.	Contents	Page No.
GENERAL TERMS & CONDITIONS		
1.	Introduction	1
2.	Scope of Works	1
3.	Period of Completion.....	1
4.	Eligible Bidder.....	1
5.	Cost of Bid	1
6.	Bid Documents	1
7.	Amendment of Bidding Documents	2
8.	Language of Bid	2
9.	Documents Comprising the Bid.....	2
10.	Bid Prices	2
11.	Currencies of Bid and Payment	2
12.	Bid Validity Period	3
13.	Bid Security / Earnest Money.....	3
14.	Bidding Condition.....	3
15.	Signing of Bid	3
16.	Sealing and Marking of Bids	3
17.	Deadline for Submission of Bids.....	3
18.	Late Submission of Bids.....	4
19.	Modification and Withdrawal of Bids	4
20.	Bidding Documents.....	4
21.	Bid Opening and Determination of Responsiveness	4
22.	Confidentiality of Bids.....	5
23.	Clarification of Bids	5
24.	Determination of Responsiveness	5
25.	Corrections of Errors in Bids	5
26.	Evaluation and Comparison of Bids	5
27.	Award Criteria	6
28.	PHPA-II's Right to accept any Bid and to reject any or all Bids.....	6
29.	Notification of Award	6
30.	Performance / Security Deposit	6
	Pre-Dispatch Inspection and Testing	8



32.	Extension of time for completion.....	8
33.	Liquidated Damages for Delay.....	8
34.	Deviation / Quantity Variation.....	9
35.	Payment Terms and Modes of Payment.....	9
36.	Warranty.....	9
37.	Termination for Default.....	9
38.	Force Majeure.....	9
39.	Termination for Insolvency.....	9
40.	Termination for Convenience.....	9
41.	Resolution of Dispute	9
42.	Pre-Contract Integrity Pact.....	9



GENERAL TERMS & CONDITIONS

1. Introduction

Sealed tenders are invited for and on behalf of Punatsangchhu-II Hydroelectric Project Authority (PHPA-II) (Referred as Employer in these documents) from reputed and experienced Bhutanese/Indian firms fulfilling the eligibility qualification requirements specified in the bidding documents for the work “**Supply of Neutral Grounding Resistors for Punatsangchhu-II Hydroelectric Project**” F.O.R Dogarthang located in Wangdue Phodrang District, which is around 120 Km from Thimphu, the capital of Bhutan.

2. Scope of Works

The Scope of Work shall comprise of the Supply of Neutral Grounding Resistors as per the Price Schedule and Technical Specifications stipulated at Sections IV & V of the bidding document respectively.

3. Period of Completion

The supply under the Contract shall have to be completed in a period of **21 (Twenty One) days** reckoned from the date of issue of the Purchase Order or any extension allowed pursuant to clause no.32 **Extension of Time for Completion**.

4. Eligible Bidder

- 4.1 Bhutanese and Indian firms possessing the necessary competence shall be eligible to bid for the supplies to be carried out under the Scope of Work.
- 4.2 The bidder must be a reputed manufacturer/ authorized dealer/trader of electrical equipment like transformers, resistors, HT & LT Panels, Circuit breakers etc.
- 4.3 The bidder must have completed supply of Neutral Grounding Resistors (NGR) during the last TWO years with a minimum supply value of Nu./INR 0.5 Million.
- 4.4 The bidder shall have an average annual financial turnover of Nu./INR 1.0 Million during the last TWO years.
- 4.5 The bidder shall submit the above details with documentary evidence to fulfill the ~~the~~ ~~main~~ eligibility criteria. The details furnished by the bidder along with the bid will be examined in detail as per the requirements of bidding documents and accordingly, his eligibility will be established.

5. Cost of Bid

The Bidder shall bear all costs associated with the preparation and submission of his Bid and PHPA-II in no case will be responsible or liable for those costs, regardless of the conduct or outcome of the Bidding process.

6. Bid Documents

The bidding documents are those as stated below and should be read in conjunction with any corrigendum/modification issued on these documents:

- i) Notice Inviting Tender (NIT)
- ii) General Terms & Conditions



- iii) Forms
- iv) Technical Specifications
- v) Price Schedule

The bidder is expected to examine carefully the contents of all the above documents. Failure to furnish all information required by the Bid Documents or submission of a Bid not substantially responsive to the Bid Documents in every respect will result in the rejection of the Bid.

7. Amendment of Bidding Documents

- 7.1 At any time prior to the deadline for submission of bids, PHPA-II may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the Bidding Documents by the issuance of a Corrigendum/Addendum.
- 7.2 The corrigendum/addendum will be sent in writing to all prospective bidders. Prospective bidders shall promptly acknowledge receipt thereof to PHPA-II.
- 7.3 In order to afford prospective bidders reasonable time required to consider a corrigendum/addendum in preparing their bids, PHPA-II at its discretion may extend the deadline for the submission of bids.

8. Language of Bid

The bid prepared by the bidder; and all correspondence and documents relating to the bid exchanged by the bidder and PHPA-II shall be written in the English language. Any printed literature furnished by the Bidder may be written in another language, provided that the literature is accompanied by an English translation, in which case, for purpose of interpretation of the Bid, the English translation shall govern.

9. Documents Comprising the Bid

The tender submitted by the bidder for consideration shall comprise of the following:

- i) Completed bidding document, forms, schedules and appendices used thereto duly filled in and signed wherever required without altering the formats.
- ii) Bid Security Declaration (**BSD**) form duly filled as per the requirement of the form.
- iii) Trade License, Valid Tax Clearance & Pre-contract Integrity Pact Statement.
- iv) Any other relevant material/information.

10. Bid Prices

- 10.1 The bidder shall indicate on the Price Schedule, Section V of the bidding documents, the unit prices and total bid prices of the goods to be supplied under the contract. The format of the Bill of Quantities (Section V of Bidding Document) shall be strictly adhered to by the bidder.
- 10.2 The quoted bid price shall be firm & F.O.R delivery at Central Store, Dogarthang, PHPA-II exclusive of Bhutan Sales Tax (BST) and Indian GST. BST Exemption Certificate (BSTECC) shall be provided by PHPA-II on submission of Proforma Invoice.

11. Currencies of Bid and Payment

The payment shall be made in Bhutanese Ngultrum/Indian Rupees. (One Ngultrum = One Indian



Rupee)

12. Bid Validity Period

12.1 Bids shall remain valid for acceptance for a period of 60 (Sixty) days from the date of opening of bids.

12.2 In exceptional circumstances, prior to expiry of the original bid validity period, PHPA-II may request the bidder for a specified extension in the period of validity along with validity of Bid Security. The request and the responses thereto shall be made in writing or by fax. A bidder may refuse the request without forfeiting his bid security. A bidder agreeing to the request will not be required/ nor permitted to modify his bid.

13. Bid Security / Earnest Money

No Bid Security is required for this tender. However, Bidder shall submit a Bid Security Declaration form duly filled instead of Earnest Money Deposit attached in Section III Form-I.

14. Bidding Condition

The bidder shall submit offers that comply fully with the requirements of the Bidding Documents. Any deviation in the submitted bid shall be liable for rejection.

15. Signing of Bid

The original bid, typed or written in indelible ink shall be signed by a person or persons duly authorized to bind the bidder to the Contract. Proof of authorization shall be furnished in the form of a written Power of Attorney which shall accompany the bid. The person or persons signing the bid shall initial all pages of the bid and entries where amendments have been made.

The complete bid shall be without alternations or erasures, except those to accord with instructions issued by PHPA-II, or as necessary to correct errors made by the bidder, in which case such corrections shall be initialed by the person or persons signing the bid.

16. Sealing and Marking of Bids

16.1 For Offline Bids

16.1.1 The outer envelope containing the Original Bid shall be marked “**Confidential**” and shall bear the following;

(a) be addressed to PHPA-II at following address:

**Superintending Engineer, Procurement & Contracts Wing,
Punatsangchhu-II Hydroelectric Project Authority, Block E4, Bjimthangkha,
Wangduephodrang, Bhutan Ph. No. +975-2-471744**

(b) Bid Ref. No. “ PHPA-II/SE(P&C)/NGR/2024/ Dated 05.11.2024”

(c) Provide a warning not to open before 12.11.2024 at 1130 hrs LOCAL TIME.

If the envelopes are not sealed and marked as above, PHPA-II shall assume no responsibility for the misplacement or premature opening of the Bid.

16.2 For Online Bids



16.2.1 The bidder shall email the scanned copy of the duly filled bid document in a password-protected file to procurement@phpa2.gov.bt.

17. Deadline for Submission of Bids

The bids must be received by the Superintending Engineer (Procurement & Contracts Wing), PHPA-II, Bjimthangkha, Wangdue, Bhutan as per the time and date specified.

PHPA-II may, at its discretion, extend the deadline for submission of bids by issuing an amendment, in which case all rights and obligations of PHPA-II and the bidders previously subject to the original deadline shall thereafter be subject to the new deadline as extended.

18. Late Submission of Bids

Any bid received by PHPA-II after the deadline for submission of bids prescribed by PHPA-II in clause 17 will be considered as rejected and returned unopened to the bidder.

19. Modification and Withdrawal of Bids

The bidder may modify or withdraw his bid prior to deadline for submission of bid by giving modification or withdrawal notice in writing to PHPA-II.

The bidder's modifications or notice of withdrawal shall be prepared, sealed and clearly marked as "**Modification**" or "**Withdrawal**" as appropriate and delivered prior to deadline for submission of bid in accordance with clause 17.

No bid will be modified after the deadline for submission of the bid. Withdrawal of bid between deadline for submission and expiry of bid validity will result in black listing of the firm and the firm shall be barred from participation in the future tenders.

20. Bidding Documents

Entire set of documents provided by PHPA-II, shall be submitted after filling it wherever required & signing each page as a token of acceptance of all terms & conditions of the bid. The bidder shall retain no portion of issued document.

21. Bid Opening and Determination of Responsiveness

PHPA-II shall open the bids, including modifications made pursuant to Clause 19, in the presence of the bidder's authorized representatives who choose to attend on **12.11.2024 at 1130 hrs (BST) in the Office of the Superintending Engineer, P&C Wing, PHPA-II, Block E4, Bjimthangkha.**

For the online bids, the password shall be shared to the Bid Opening Committee during the time of opening of the bids. Bidders who have submitted bids online with password protected file are required to be easily accessible for Telephonic or email correspondence.

Envelopes marked "**WITHDRAWAL**" shall be opened and read out first. Bids for which an acceptable notice of withdrawal has been submitted pursuant to Clause 19 shall not be opened.

The bidder's name, modifications, withdrawals, price and other such details as considered appropriate will be announced at the time of opening tenders.



The record of the bid opening including information disclosed will be preserved for office record.

22. Confidentiality of Bids

After the public opening of bids, information relating to the examination, clarification, evaluation and comparison of bids and recommendations concerning the Award of Contract shall not be disclosed to bidders or other persons not officially concerned with such process.

Any effort by a bidder to influence PHPA-II in the process of examination, clarification, evaluation and comparison of bids, and in decisions concerning Award of Contract, may result in the rejection of his bid.

23. Clarification of Bids

To assist in the examination, comparison and evaluation of bid PHPA-II may ask bidders for clarification of the bids, if any. But no change in price or substances of bid will be sought, agreed or permitted. The request for clarification and its responses shall invariably be in writing.

24. Determination of Responsiveness

For the purpose of this Clause, a substantially responsive bid is one that conforms to all the terms and conditions of the Bidding Documents without material deviation or reservation. A material deviation or reservation is one which affects in any substantial way the scope, quality, or performance of the Works, or which limits in any substantial way, inconsistent with the Bidding Documents, PHPA-II rights or the bidder's obligations under the Contract, and the rectification of which deviation or reservation would affect unfairly the competitive position of other bidders presenting substantially responsive bids.

If the bid is not substantially responsive to the requirements of the Bidding Documents, it will be rejected by PHPA-II and may not subsequently be made responsive by the bidder having corrected or withdrawn the non-conforming deviation or reservation.

25. Corrections of Errors in Bids

Bids will be checked for any arithmetical error and will be corrected by PHPA-II irrespective of concurrence of the bidder. The amount stated in the form of bid will be adjusted in accordance to procedure as mentioned below and shall be binding upon the bidder:

Where there is discrepancy between the unit rate quoted and the amount derived from the multiplication of the unit rate with quantity, the unit rate as quoted shall govern and the amount shall be corrected.

If the bidder does not accept the corrected amount of bid, his bid will be rejected.

26. Evaluation and Comparison of Bids

The bids shall be evaluated on the **Overall Lowest Cost Basis**. In evaluating bids, PHPA-II shall determine for each bid, the Evaluated Bid Price by adjusting the Bid Price as follows:

1. Making any correction for errors as per Clause 25; and



- ii. Making an appropriate adjustment for any discount offered by bidder.

27. Award Criteria

PHPA-II will award the Contract to the bidders whose bid has been determined to be substantially responsive to the Bidding Documents and who has offered the lowest Evaluated rate in the Price Schedule.

28. PHPA-II's Right to accept any Bid and to reject any or all Bids

PHPA-II reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of Contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for PHPA-II's action.

29. Purchase Order.

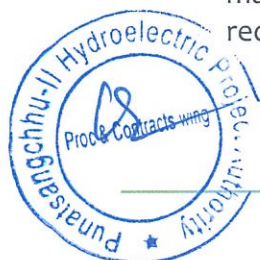
Prior to the expiry of the period of bid validity prescribed by PHPA-II or any extension thereof, PHPA-II will issue the purchase order to the successful bidder. The Purchase order shall contain the contract price and all the terms & Conditions of the Contract to be duly complied by the successful bidder. The purchase order shall serve as a contract agreement between the bidder/Contractor and PHPA-II, hence successful bidders shall seal and sign the Purchase Order as a token of acceptance of the agreement within 7 days from the issue of the Purchase Order.

30. Performance / Security Deposit

- i) For the due and faithful performance of the Contract, the Bidder/Contractor shall, within 7 (Seven) days of receipt of notification of award/Purchase Order, furnish to PHPA-II, a performance security of 10% of the contract price in the form of Bank Guarantee issued by a Nationalized / Scheduled Bhutanese or Indian Banks in the format provided by PHPA-II at **Section-III Form-II OR**
- ii) deposit the equivalent amount in PHPA-II Account No. 102081338 maintained with the Bank of Bhutan (BoB) or Account No.32379019627 maintained at the State Bank of India (SBI), Jaigaon.
- iii) The proceeds of the Performance Security shall be payable to PHPA-II as compensation for any loss, resulting from Bidder/Contractor's failure to complete his obligation under the Contract.
- iv) The Performance Security shall be valid beyond 30 days after the date of expiry of warranty period under clause 36.
- v) Should the Contract period, for whatever reasons be extended, the Bidder/Contractor, on receipt of written request from Employer, shall at his own cost get the validity period of Performance Security extended and shall furnish the extended/revised Performance Security before the expiry date of the Performance Security originally furnished.
- vi) PHPA-II shall release the Performance Security within 30 days after the expiry of Warranty Period.

31. Pre-dispatch Inspection and Testing

- 31.1 The goods, if required, shall be inspected by PHPA-II representative at the premises of manufacturer before dispatch. The Bidder/Contractor shall provide all necessary assistance required in connection with the inspection.



31.2 The Bidder/Contractor shall provide packing of the goods as is required to prevent their damage or deterioration during transit to the final destination as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures.

32. Extension of Time for Completion

Should any kind or any cause of delay referred to in these Conditions, or exceptional adverse climatic conditions, or other special circumstances of any kind whatsoever which may occur, other than through a default of the Bidder/Bidder/Contractor, be such as fairly to entitle the Bidder/Bidder/Contractor to an extension of time for the Completion of the Works, PHPA-II shall determine the period of such extension and shall notify the Bidder/Contractor accordingly. Provided the Bidder/Contractor has, within 14 days such circumstances have arisen, or as soon thereafter as is practicable, submitted to PHPA-II, full and detailed particulars of any extension of time to which he may consider himself entitled in order that such submission may be investigated at the time. The Bidder/Contractor shall not be entitled to any payment for the time related costs incurred by him.

33. Liquidated Damages for Delay

33.1 If the Bidder/Contractor shall fail to deliver the equipment within the time prescribed by **Clause 3 Time for Completion**, then the Bidder/Contractor shall pay to the PHPA-II, the sum stated in clause (34.2) hereunder as liquidated damages for such default for each day or part thereof which shall elapse between the time prescribed by **Clause –3 Time for Completion** and the date of certified completion of the Supply. The PHPA-II may without prejudice to any other method of recovery, deduct the amount of such damages from any money in its hands, due or which may become due to the Bidder/Contractor. The payment or deduction of such damages shall not relieve the Bidder/Contractor from his obligation to complete the Works, or from any other of his obligations and liabilities under the Contract.

33.2 The Liquidated damages penalty will be charged for all delays due to the fault of the Bidder/Contractor at the rate of 1 % of contract value per week beyond the stipulated period of completion including authorized extensions if any, and shall not exceed the 10% of the initial contract price.

34. Deviation/Quantity Variations

PHPA-II reserves the right to increase or decrease quantity of goods valuing up to 20% of the Contract Price for the supply without change in unit rates or other terms and conditions during execution of the Contract.

35. Payment Terms and Mode of Payment

35.1 90% payment shall be paid against dispatch documents, copy of packing list, material dispatch clearance certificate (MDCC), and copy of insurance (if any) taken by the Bidder/Contractor.

35.2 10% on receipt of goods in good condition as per specifications/Brands at the delivery destination.

35.3 2% Bidder/Contractor's tax shall be deducted from supply Bill of Bhutanese Suppliers and no



bidder/Contractor Tax shall be deducted from Suppliers outside Bhutan.

35.4 Payments shall be made through Cheque/ RTGS. Any charges related to the payment shall be borne by the Bidder/Contractor.

36. Warranty

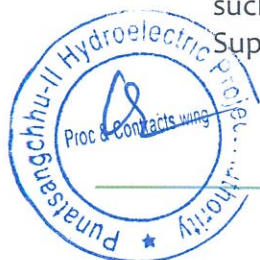
- 36.1 The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, material, or workmanship or from any act or omission of the Supplier that may develop under normal use of the supplied Goods in the conditions prevailing in Bhutan.
- 36.2 The material shall be guaranteed against any manufacturing defects and/or improper performance for a period of at least 12 (twelve) months from the date of Delivery.
- 36.3 PHPA-II shall notify the Supplier in writing of any claims raising under this warranty.
- 36.4 Upon receipt of such notice, the Supplier shall, with all reasonable speed, repair or replace the defective Goods or parts thereof, without costs to PHPA-II.
- 36.5 If the Supplier, having been notified, fails to remedy the defect(s) within a reasonable period, PHPA-II may proceed to take such remedial action that may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which PHPA-II may have against the Supplier under the Contract.

37. Termination for Default

- 37.1 PHPA-II, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate this Contract in whole or in part.
- 37.2 If the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by PHPA-II.
- 37.3 In the event PHPA-II terminates the Contract in whole or in part, PHPA-II may procure, upon such terms and in such manner as it deems appropriate, goods similar to those undelivered. The Supplier shall be liable to PHPA-II for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

38. Force Majeure

- 38.1 The supplier shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that its delay in performance of other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- 38.2 For purpose of this Clause, "Force Majeure" means as an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of PHPA-II in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 38.3 If a Force Majeure situation arises, the Supplier shall promptly notify PHPA-II in writing of such conditions and the cause thereof. Unless otherwise directed by PHPA-II 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.

39. Termination for Insolvency

PHPA-II may at any time terminate the Contract by giving written notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the PHPA-II.

40. Termination for Convenience

40.1 PHPA-II by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for PHPA-II's convenience, the extent to which performance of the Supplier under the Contract is terminated and the date upon which such termination becomes effective.

40.2 The Goods that are complete and ready for dispatch within thirty (30) days after the Supplier's receipt of notice of termination shall be accepted by PHPA-II at the Contract terms and prices. For the remaining Goods, PHPA-II may elect;

- a) to have any portion completed and delivered at the Contract terms and prices; and/or
- b) to cancel the remainder and pay to the Supplier an agreed amount for partially completed goods.

41. Resolution of Disputes

PHPA-II 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. In the event the parties to the Contract are unable to resolve the dispute, the Arbitration procedure in accordance to the Alternative Dispute Resolution Act of Bhutan 2013 shall be adopted.

42. Pre-Contract Integrity Pact

As per the norms of the Anti-Corruption Commission, a constitutional body of the Royal Govt. of Bhutan, the Supplier shall have to sign a Pre-Contract Integrity Pact as per format enclosed as **Section III Form III**.



SECTION III – FORMS



PROFORMA FOR
Bid Security Declaration

To

Superintending Engineer
Procurement & Contracts Wing
PHPA-II, Bjimthangkha, Wangdue,
BHUTAN

Reference Tender No. **PHPA-II/SE(P&C)/NGR/NIT- 09/2024 Dated 05/11/2024**

I/ We,irrevocably declare as under:

I/We understand that, as per Clauseof Tender/bid conditions, bids must be supported by a Bid Security Declaration in lieu of Earnest Money Deposit.

I/We hereby accept that I/We may be disqualified from bidding for any contract with you for a period of 2 (Two) years from the date of disqualification as may be notified by you (without prejudice to PHPA-II’s rights to claim damages or any other legal recourse) if,

- 1) I am /We are in a breach of any of the obligations under the bid conditions,
- 2) I/We have withdrawn or unilaterally modified/amended/revise, my/our Bid during the bid validity period specified in the form of Bid or extended period, if any.
- 3) On acceptance of our bid by PHPA-II, I/we failed to deposit the prescribed Security Deposit or fails to execute the agreement or fails to commence the execution of the work in accordance with the terms and conditions and within the specified time.

Signature:

Name & designation of the authorized person signing the Bid-Securing Declaration Form:

Dated on _____ day of _____ month, _____ year.



PROFORMA FOR
BANK GUARANTEE FOR PERFORMANCE SECURITY

To

Punatsangchhu-II Hydroelectric Project Authority,

_____ (Address of PHPA-II)

WHEREAS (Name and Address of Bidder/Contractor) _____ (hereinafter called "the Bidder/Contractor") has undertaken, in pursuance of Contract No. _____ dated _____ to execute (Name of Contract and Brief Description of Works) _____ (hereinafter called "the Contract").

AND WHEREAS it has been stipulated by you in the said Contract that the Bidder/Contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Bidder/Contractor such a Bank Guarantee;

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Bidder/Contractor, upto a total of Nu/ INR _____ (Amount of Guarantee) (in words to be inserted by the Guarantor), representing the percentage of the Contract Price, specified in the Contract, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of Nu/ INR _____ (Amount of Guarantee) as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Bidder/Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed there under or of any of the Contract documents which may be made between you and the Bidder/Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.



This guarantee is valid until the date of 30 days after expiry of the warranty period of the equipment.

SIGNATURE AND SEAL OF THE GUARANTOR

Name of Bank

Address

Date

Note: The Bidders are not required to fill this Proforma.



PRE-CONTRACT INTEGRITY PACT

Note: This Proforma is included in the Bidding Documents for information of Bidders and shall be signed by successful Bidder when the work(s) is awarded. Signing authorities will be the head of the client (agency) or the authorized representative of the bidder.

1 General:

Whereas(Name of head of the procuring agency or his/her authorized representative, with power of attorney) representing Punatsangchhu-II Hydroelectric Project Authority (PHPA-II), hereinafter referred to as the “**Employer**” on one part, and(Name of bidder or his/her authorized representative, with power of attorney) representing M/s.....(Name of firm), hereinafter referred to as the “**Bidder**” on the other part hereby execute this agreement as follows:

2 Objectives:

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

- 2.1 Enabling the Employer to obtain the desired contract at a reasonable and competitive price in conformity to the defined specifications of the works or goods or services; and
- 2.2 Enabling bidders to abstain from bribing or any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also refrain from bribing and other corrupt practices.

3. Scope:

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

4. Commitments of the Employer:

The Employer Commits itself to the following:-

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

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



- 4.1 The Employer hereby undertakes that no officials of the Employer, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favor or any material or immaterial benefit or any other advantage from the Bidder, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process and contract administration.
- 4.2 The Employer further confirms that its officials shall not favor any prospective bidder in any form that could afford an undue advantage to that particular bidder in the bidding process and contract administration and will treat all Bidders alike.
- 4.3 Officials of the Employer, who may have observed or noticed or have reasonable suspicion shall report to the head of the employing agency or an appropriate government office any violation or attempted violation of clauses 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

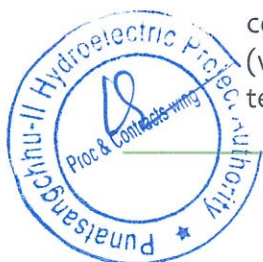
The Bidder commits himself/herself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of the bidding process and contract administration in order to secure the contract or in furtherance to secure it and in particular commits himself/herself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



Debarment Rules.

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

7. Monitoring and Administration:

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

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

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

The parties hereby sign this Integrity Pact at (place) _____ on (date) _____

Affix
Legal
Stamp

Affix
Legal
Stamp

EMPLOYER

BIDDER/REPRESENTATIVE

CID :

CID :

Witness: _____

Witness: _____

Name:

Name:

CID :

CID :



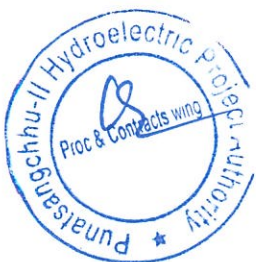
SECTION IV – TECHNICAL SPECIFICATIONS



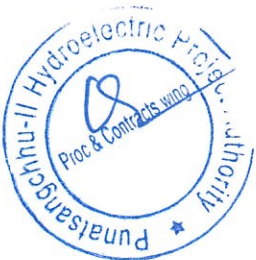
1. SCOPE OF WORK

The Bidder/Contractor shall be responsible for the supply of Neutral Grounding Resistors along with essential associated accessories for the working of the equipment. The Technical Specifications for the equipment shall strictly be in par or superior to the prescribed specifications hereunder. Bidders must submit data sheets & product brochures of the Equipment in their bid.

- Material: AISI 304
- 400A SP Mechanical Latched HT Contactor 11kV.
- 12/1A Protection CT CL-5P10 5VA, 11kV
- 12/1A Protection CT CL-PS 5VA, 11Kv
- Indicating Lights on/off.
- Push Button
- Auxiliary Contactor with 2NO+2NC, 230V AC/DC
- Control MCB
- L/R selector Switch
- A/M Selector Switch, 2P 2W-6A
- Fault Current:100A
- Resistance Value:63.5 ohm
- Max. Temp. Rise above ambient:-375 Degrees C.
- Panel illumination items.



SECTION V – PRICE SCHEDULE



PUNATSHANGCHHU-II HYDROELECTRIC PROJECT AUTHORITY
BJIMTHANGKHA: BHUTAN

PRICE SCHEDULE

Item no.	Description	UoM	Qty.	Rate (Nu)	Amount (Nu)
1	Neutral Grounding Resistor as per specification in Section IV.	Nos.	2		

Total Amount in words (Nu/INR.....)

Signature & Sealed of Bidder



BLANK