

**DRUK GREEN POWER CORPORATION LIMITED  
THIMPHU: BHUTAN**



**BIDDING DOCUMENT**

**FOR**

**DISPOSAL OF OLD VEHICLES & MACHINERIES**

**(Disposal Tender No: CO0010/2019 dated 03/05/2019)**

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**NOTICE INVITING TENDER**  
(INTERNATIONAL COMPETITIVE BIDDING)



Druk Green Power Corporation Limited  
Contracts and Procurement Department  
Thimphu, Bhutan

**NIT No. CO0010**

**May 3, 2019**

Druk Green Power Corporation Limited (DGPC) invites sealed bids on **“AS IS WHERE IS BASIS”** for sale of old vehicles lying at various locations (namely Wangdue, Chhukha, Gyelphozhing, Tala and Thimphu). Interested bidders can inspect the vehicles lying at respective locations as per the list attached in the Bidding Documents.

1. Bidding Documents shall be available from **May 4, 2019 to June 3, 2019**. Bids shall be received up to **June 04, 2019** at 14:00 hours and shall be opened on the same day at 15:00 hours.
2. Detailed Bidding Documents is available at DGPC website ([www.drukgreen.bt](http://www.drukgreen.bt)) and can be downloaded from the website free of cost. Bidders downloading the Bidding Documents from the website should register themselves by intimating the nodal officer of DGPC before the deadline for submission of Bid, its intention to submit the Bid on the basis of downloaded documents. No request for sending the Bidding Documents by post or by Courier Service shall be entertained.

**Head**  
**CMPD, DGPC**



## TERMS AND CONDITIONS

### 1. Scope of Bid

1.1 Druk Green Power Corporation Limited hereinafter referred to as “DGPC” wishes to receive sealed bids from the interested bidders for sale of old vehicles located at various locations (namely Wangdue, Chhukha, Gyelphozhing, Tala and Thimphu) on “**AS IS WHERE IS BASIS**”:

### 1.2 List of Old Vehicles for sale

Lot No	Vehicle Registration No	Type	Year of purchase	Status	Location
1	BG-1-A1165	Hilux (Toyota)	2003	Running	Basochhu Hydropower Plant, Wangduephodrang
2	BG-1-A1473	Hilux - Vigo (Toyota)	2007	Running	
3	BG-1-A1838	H1 Wagon (GL) (Hyundai)	2010	Running	
4	BG-1-A1839	H1 Wagon (GL) (Hyundai)	2010	Running	Corporate Office, Thimphu
5	BG-2-0468	Prado (Toyota)	2003	Running	Chhukha Hydropower Plant, Chhukha
6	BG-1-A1727	Grand Vitara (Suzuki)	2009	Running	
7	BG-2-A0019	Prado (Toyota)	1999	Running	
8	BG-2-A0375	Hilux (Toyota)	2000	Running	
9	BG-2-A0393	Hilux (Toyota)	2001	Running	
10	BG-2-A0419	Hilux (Toyota)	2002	Running	
11	BG-2-A0462	Hilux (Toyota)	2003	Running	
12	BG-2-A0416	Land Cruiser (Toyota)	2001	Running	
13	BG-1-A1836	H1 Wagon (GL) (Hyundai)	2010	Running	
14	BG-2-A0469	Tata Bus (TATA)	2003	Running	
15	BG-2-A0555	Dual Cabin Truck (Eicher)	2007	Running	
16	BG-4-A0280	Versa (Maruti)	2010	Running	Kurichhu Hdropower Plant, Gyelposhing
17	BG-2-A0508	Hilux (Toyota)	2004	Running	Material Management Division, Phuentsholing
18	BG-2-A0544	Bolero Camper (M&M)	2006	Off-road	Tala Hydropower Plant-Sinchekha



Lot No	Vehicle Registration No	Type	Year of purchase	Status	Location
19	BG-2-0573	Bolero Camper (M&M)	2007	Running	Tala Hydropower Plant-Wangkha
20	BG-2-A0574	Bolero Camper (M&M)	2008	Running	Tala Hydropower Plant -Rinchentse
21	BG-2-A0531	Omni Van (Maruti)	2005	Running	
22	BG-1-A1665	Hiace Bus (Toyota)	2008	Running	
23	BG-2-A0569	Bolero (M&M)	2008	Running	
24	BG-2-A0570	Bolero (M&M)	2008	Running	
25	BG-2-A0417	Komatsu Excavator, Model PC 120-6	2002	Running	Tala Hydropower Plant - Bridge 5
26	BG-2-0629	Komatsu Back hoe Loader	2010	Off-road	Tala Hydropower Plant - Tabji
27	BG-2-0300	Crane-Model Hydra 815(i),	1998	Off-road	Tala Hydropower Plant - Store

## 2. Eligible Bidders

2.1 All interested bidders are eligible to participate in the bidding process.

## 3. Cost of Bidding

3.1 The bidder shall bear all costs associated with the preparation and submission of its Bid and the DGPC shall, in no case, be responsible or liable for those costs.

## 4. Clarification of Bidding Documents

4.1 Prospective bidders requiring any further information or clarification on the bidding documents may notify DGPC in writing at DGPC's address indicated under Clause 10.2. DGPC shall respond to any request for information or clarification of the Bidding Documents provided the request is received not later than **May 20, 2019**. DGPC's response shall be sent in writing to all bidders who have registered with DGPC.

## 5. Amendment of Bidding Documents

5.1 At any time prior to the deadline for submission of bids but not later than **May 20, 2019**, DGPC 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 addendum. The amendments shall be uploaded to its website and sent to the bidders who have registered with DGPC.

5.2 The amendment shall be part of the Bidding Documents and will be binding on all bidders.



5.3 In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their bids, DGPC may at its discretion, extend the deadline for submission of bids.

## 6. Bid Price

6.1 Unless stated otherwise in the Bidding Documents, sale shall be on **“AS IS WHERE IS BASIS”**.

6.2 The bidder shall fill in rates both in figures and words in the formats provided at **Price Schedule** the unit prices and the total bids prices of the vehicle it proposes to purchase.

6.3 The items shall be sold on lot wise wherever items have been segregated in lots. Items not segregated in lots are to be quoted item wise and shall be sold item wise.

6.4 All taxes and duties and other levies payable under the contract or any other clause shall be the responsibilities of the successful bidder once the Letter of Award is issued by DGPC.

6.5 Any corrections made by the bidder in the rates should be attested with the authorized signature.

6.6 DGPC shall release the item to the highest bidder provided bid rates are equal to or greater than the reserve prices and or as decided by the Tender Committee.

## 7. Period of Validity of Bids

7.1 The bid shall remain valid up to **August 3, 2019** within which period, the bidders cannot withdraw their bids or increase/decrease their rates.

7.2 Notwithstanding Sub Clause 7.1 above, DGPC may solicit bidder's consent to an extension of the period of bid validity. The request and response thereto shall be made in writing. If the bidder agrees to the extension request, the validity of the bid security provided under Clause 8.1 shall be suitably extended.

7.3 A bidder may refuse to extend the validity of Bid without forfeiting its Bid security. In such a case, the Bid of the Bidder, refusing to extend the validity of Bid, shall not be considered for evaluation and award.

## 8. Bid Security

8.1 The bidder shall submit, along with the Bid, a Bid Security equivalent to 10% of the total quoted amount in the form of Demand Draft/Cash Warrant drawn in favour of Druk Green Power Corporation Limited, Thimphu issued by any financial institution in Bhutan/India acceptable to DGPC. The bid security should be valid 30 days beyond the bid validity.

8.2 The Bid Security is to be submitted as a part of the Bid in a separate sealed envelope. Any bid not secured in accordance with Clause 8.1 above will be rejected as non-responsive.



- 8.3 The Bid Security of the successful bidders shall be adjusted against the money to be deposited for the vehicles sold.
- 8.4 The Bid Security of the unsuccessful bidders whose bid is unsuccessful shall be released upon issue of Letter of Award to the successful bidders.
- 8.5 The bid security will be forfeited if:
- i. A Bidder withdraws its bids during the period of bid validity specified by the bidder; or
  - ii. A successful bidder fails to deposit the balance amount within the stipulated time frame; or
  - iii. If a Bidder does not accept the arithmetical corrections of its bid price.

## 9. Integrity Pact Statement

- 9.1 The bidder shall sign the integrity pact statement as per the format provided and submit along with the bid.

## 10. Signing, Sealing, Submission and Opening of Bids

- 10.1 All pages of the bid shall be signed by the bidder and in sealed envelope mentioning the Disposal Tender Number and Date. DGPC shall not be responsible for lost or incompleteness of the bid if it is not sealed as required. The bidder shall indicate the name and address of the bidder on the envelope to enable the bid to be returned unopened in case it is declared “Late” or “Rejected”.
- 10.2 All bids are to be completed and submitted to the following address as per the terms and conditions of this document within 14:00 hours (BST) on **June 4, 2019**:
- Head,  
Contracts Management and Procurement Division,  
Projects Department,  
Druk Green Power Corporation Limited,  
Post Box No.: 1351,  
Thori Lam, Lower Motithang,  
Thimphu; Bhutan  
**(Tele No: 02-339875/17902191)**  
**(Email ID: s.choden272@drukgreen.bt )**
- 10.3 The bid will be open on **June 4, 2019** at 15:00 hours (BST) in the presence of any bidder(s) or their representative(s) who wishes to attend the opening.
- 10.4 The record of the opening of bids shall be prepared mentioning the details of the opening process and the bid prices and other details as required by DGPC.



## 11. Late Bid

- 11.1 Any bid received by DGPC after the deadline for submission of the bid prescribed by DGPC, pursuant to Sub Clause 10.2 will be declared “Late” and returned unopened to the bidder.

## 12. One Bid per Bidder

- 12.1 Each bidder shall submit only one bid either by self or as a partner. A bidder who submits or participates in more than one bid shall be disqualified.

## 13. Modification and Withdrawal of Bids

- 13.1 The bidder may modify or withdraw its bids after submission, provided that written notice of the modification or withdrawal is received by the DGPC prior to deadline prescribed for submission of bids.
- 13.2 The bidder’s modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with provisions of Clause 10. A withdrawal notice may also be sent in writing but must be followed by a signed confirmation copy.
- 13.3 No bid may be modified after the deadline for submission of bids.

## 14. Correction of Arithmetical Errors in Price Bid

- 14.1 Arithmetical errors will be corrected at the time of evaluation of Price Bid and the corrected figure will be considered for the purpose of evaluated Bid price. The corrections in the Bid price shall be done as per the provisions of this clause and shall be binding on the Bidder. If the Bidder does not accept the correction of errors as per the provisions of this clause, the Bid will be rejected and the Bid security will be forfeited.
- 14.2 If there is discrepancy between summation of subtotals and total price, the summation of subtotal price shall prevail and the total price shall be corrected.
- 14.3 If there is a discrepancy between words and figure of the total price for each item/lot, wherever the Bid document requires the figures to be written in both words and figures, the amount in words will prevail unless the amount expressed in word has an arithmetic error.

## 15. Inspection of Vehicles & Machineries

- 15.1 The bidders are expected to visit and inspect the vehicles and machineries to be disposed to assess the actual conditions on “**As is where is basis**” during the working hours between 09:00 hours to 17:00 hours except on Saturdays, Sundays and Government Holidays. The visit shall entirely be for inspection of disposal items. DGPC also reserves the right to postpone the visit and inspection of items and selectively allow the entry of Bidder or its representative.
- 15.2 The focal person for inspection of vehicles and machineries shall be the following:





<b>Basochhu Hydropower Plant</b> Mrs. Duptho Wangmo, In-charge, FMS, BHP, Rurichhu, Wangdue Mobile No: 17682034 /77232414	<b>Chhukha Hydropower Plant</b> Mr. Nabin Pradhan, Head (Interim), FMU, CHP, Chhukha Phone No: 05-290045 Mobile No: 17719688
<b>Kurichhu Hydropower Plant</b> Mrs. Jigme, Head, FMS, KHP, Gyelpozhing, Mongar Phone No: 04-744122	<b>Tala Hydropower Plant</b> Mr. Namgyel Wangchuk, Head, FMU, THP, Rinchentse, Tala Mobile No: 17357445/ 77218019
<b>Corporate Office, DGPC Power Corporation, Thimphu</b> Mr. Namgay, Foremen, FMD, CAD, DGPC, Thimphu Phone No: 02-339624 Mobile No: 17648916	<b>Material Management Division, Phuentsholing</b> Mr. Nari, Fleet Incharge, FMS, MMD, Phuentsholing Phone No. 05-253418 Mobile No. 17616571

## 16. Rights to Accept and Reject any or all Bids

- 16.1 DGPC 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 bidders or any obligation to inform the affected bidders of the grounds for DGPC's actions.

## 17. Letter of Award

- 17.1 DGPC will notify the successful bidder in writing through the "Letter of Award" indicating the vehicle/lot number that the bidders are successful in and the amount to be deposited to DGPC within stipulated time frame.
- 17.2 DGPC reserves the right not to sell any vehicle if the quoted price is not equal to or more than the reserve price.

## 18. Release of Vehicles and Machineries

- 18.1 The vehicles and machineries shall be released to the successful Bidder by the authorized representatives of the DGPC upon payment of full amount and on production of original release orders. In case of vehicles registered with Road Safety and Transport Authority (RSTA), the successful bidders shall pay the ownership transfer tax prior to lifting of the vehicles from DGPC's premises.

## 19. Demurrage Charges

- 19.1 The successful bidders shall deposit the full amount of money and complete lifting of the vehicles within sixty (60) days from the date of issue of Letter of Award. After 60 days, rental charges @Nu/Rs.500.00 (Ngultrum/Rupees Five Hundred only) per day shall be charged against each item regardless of the space occupied by the items for a period of thirty (30) days.



If the vehicles are not lifted within the extended period, the money deposited by the successful bidders against each lot shall be forfeited and the Contract shall be cancelled.

**20. Damages or Losses**

20.1 DGPC shall not be held responsible for any damages or losses caused to the items for which payment has been made, but not lifted within 60 (sixty) days from the date of Letter of Award.

**21. Quantity Variations**

21.1 Quantities variations (if any) during the final weighing/counting of the scraps shall be adjusted by depositing additional money to the DGPC's account or refunding the excess money deposited by the successful bidder as the case may be.

**22. Transportation**

22.1 The successful Bidder shall make its own arrangement to lift and transport the vehicles after the Letter of Award.

**23. Taxes & Duties**

23.1 The successful Bidder shall be responsible to pay statutory taxes and duties which may arise in connection with this Contract.

**24. Dispute Resolutions**

24.1 The bidder and DGPC shall make effort to resolve amicably by direct negotiation any disagreement or dispute arising between them under or in connection with the contract.

24.2 Any dispute between the bidder and DGPC cannot be settled amicably will be referred for Arbitration at the initiative of the either party. The Arbitration shall be conducted in accordance with the Arbitration Rules of the Kingdom of Bhutan.



**Form 1: Bidder's Information Form**

*[The Bidder shall fill in this Form in accordance with the instructions indicated below]*

Date: .....*[insert date of Bid submission]*.....

Disposal Tender No.: .....

1. Bidder's Legal Name:	
2. Address:	
3. Telephone/ mobile /Fax numbers:	
4. E-mail Address:	



## INTEGRITY PACT

### 1 General:

Whereas, Mr. Tandin Wangchuk, Head, Contracts Management and Procurement Division, Projects Department, representing the Druk Green Power Corporation Limited, 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 Person/Firm), 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**<sup>1</sup> and **contract administration**<sup>2</sup>, 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

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<sup>1</sup> 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.

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



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, misrepresentation, 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.

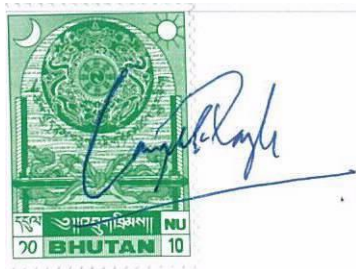
**7. Monitoring and Administration:**

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

EMPLOYER

BIDDER/REPRESENTATIVE

CID :

CID :

Witness: \_\_\_\_\_

Witness: \_\_\_\_\_

Name:

Name:

CID :

CID :



## PRICE SCHEDULE

Lot No	Vehicle Registration No	Type	Year of purchase	Status	Location	Unit Price (BTN/INR) (in figures)	Unit Price (BTN/INR) (in words)
1	BG-1-A1165	Hilux (Toyota)	2003	Running	Basochhu Hydropower Plant, Wangduephodrang		
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9	BG-2-A0393	Hilux (Toyota)	2001	Running			
10	BG-2-A0419	Hilux (Toyota)	2002	Running			
11	BG-2-A0462	Hilux (Toyota)	2003	Running			
12	BG-2-A0416	Land Cruiser (Toyota)	2001	Running			
13	BG-1-A1836	H1 Wagon (GL) (Hyundai)	2010	Running			
14	BG-2-A0469	Tata Bus (TATA)	2003	Running			
15	BG-2-A0555	Dual Cabin Truck (Eicher)	2007	Running			



Lot No	Vehicle Registration No	Type	Year of purchase	Status	Location	Unit Price (BTN/INR) (in figures)	Unit Price (BTN/INR) (in words)
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18	BG-2-A0544	Bolero Camper (M&M)	2006	Off-road	Tala Hydropower Plant-Sinckekha		
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20	BG-2-A0574	Bolero Camper (M&M)	2008	Running	Tala Hydropower Plant - Rinchentse		
21	BG-2-A0531	Omni Van (Maruti)	2005	Running			
22	BG-1-A1665	Hiace Bus (Toyota)	2008	Running			
23	BG-2-A0569	Bolero (M&M)	2008	Running			
24	BG-2-A0570	Bolero (M&M)	2008	Running			
25	BG-2-A0417	Komatsu Excavator, Model PC 120-6	2002	Running		Tala Hydropower Plant- bridge 5	
26	BG-2-0629	Komatsu Back hoe Loader	2010	Off-road	Tala Hydropower Plant- Tabji		
27	BG-2-0300	Crane-Model Hydra 815(i),	1998	Off-road	Tala Hydropower Plant-Store		
<b>Total quoted amount</b>							

