

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



**BIDDING DOCUMENT**

**FOR**

**DISPOSAL OF SEMI-PERMANENT NON-RESIDENTIAL BUILDINGS AT  
PHUENTSHOLING**

**Disposal Tender No: CO0017/2019  
Dated 10/09/2019**

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## NOTICE INVITING TENDER



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

**NIT No. CO0017/2019**

**September 10, 2019**

Druk Green Power Corporation Limited (DGPC) invites sealed bids for “Disposal of old Semi-Permanent Non-Residential Buildings at Phuentsholing” on “**AS IS WHERE IS BASIS**”. Dismantling of buildings shall be at the cost of Bidders.

Bidding Documents shall be available from **September 11, 2019 to October 11, 2019**. Bids shall be received up to **October 14, 2019** at 14:00 hours and shall be opened on the same day at 15:00 hours. 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. No request for sending the Bidding Documents by post or by Courier Service shall be entertained.

**(Head, CMPD)**



## 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 “Disposal of old Semi-Permanent Non-Residential Buildings at Phuentsholing” on “AS IS WHERE IS BASIS”:

### 1.2 List of Old Buildings for sale

Lot No.	Category of Assets	Location	Qty.	UoM
Lot No. 1	Cement Godown	Phuentsholing	1	No
Lot No. 2	Furniture Godown		1	No
Lot No. 3	Club (Welfare Centre)		1	No
Lot No. 4	Temporary Store		1	No

### 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. DGPC shall respond to any request for information or clarification of the Bidding Documents provided the request is received not later than **September 29, 2019**. DGPC’s response shall be sent in writing to all bidders who have registered with DGPC.

#### Contact Address for clarifications:

Sonam Choden,  
Executive Engineer, CMPD,  
Contracts and Procurement Department (CPD),  
Druk Green Power Corporation Limited,  
Thimphu; Bhutan  
(Tele No: 02-339875/17902191)

### 5. Amendment of Bidding Documents

5.1 At any time prior to the deadline for submission of bids but not later than **September 29, 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 quote for each item (Lot-wise), the unit price and the total bids prices of the items proposed to purchase, both in figures and words in the formats provided at **Price Schedule**. Where prices have not been quoted Lot-wise, the Bid shall be considered non-responsive and not considered for further evaluation.
- 6.3 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 Notification of Award is issued by DGPC.
- 6.4 Any corrections made by the bidder in the rates should be attested with the authorized signature.
- 6.5 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 **December 13, 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 shall be valid 30 days beyond the bid validity.



- 8.2 The Bid Security shall 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 Assets/Items sold.
- 8.4 The Bid Security of the unsuccessful bidders whose bid is unsuccessful shall be released upon issue of Notification of Award to the successful bidders.
- 8.5 The bid security shall 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 **October 14, 2019**:
- Head (CMPD)  
Contracts and Procurement Department,  
Druk Green Power Corporation Limited,  
Post Box No.: 1351,  
Thori Lam, Lower Motithang,  
Thimphu; Bhutan  
**(Tele No: 02-339875/17160216/)**  
**(Email ID: t.wangchuk792@drukgreen.bt)**
- 10.3 The bid shall be opened on **October 14, 2019** at 15:00 hours (BST) in the presence of any bidder(s) or their representative (**one only**) 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 shall 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 shall be modified after the deadline for submission of bids.

## 14. Correction of Arithmetical Errors in Price Bid

14.1 Arithmetical errors shall 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 shall be rejected and the Bid security forfeited.

14.2 If there is a discrepancy between the product of unit price and quantity for each item, and the total price, the unit price and quantity shall prevail and the total price shall be corrected unless in the opinion of the DGPC there is an obviously gross misplacement of decimal point in the unit rate, or ignoring to put any zero or putting any extra Zero in the unit price in which case, the total of line item as quoted shall govern and unit rate shall be corrected accordingly.

14.3 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.

14.4 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 shall prevail unless the amount expressed in word has an arithmetic error.

## 15. Inspection of Buildings

15.1 The bidders are expected to visit and inspect the Buildings 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 persons for inspection of Buildings is:

Mr. Jigme Dorji, Head, Finance Unit, <b>Material Management Division,</b> <b>Phuentsholing</b> Phone No: 17446367
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## 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. Notification of Award

17.1 DGPC shall notify the successful bidder in writing through the "Notification of Award" indicating the Asset/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 Assets if the quoted price is not equal to or more than the reserve price.

## 18. Release of Assets/Items

18.1 The Assets/Items shall be released to the successful Bidder by the authorized representatives of the DGPC upon payment of full amount of items awarded and on production of original Release Order(s).

18.2 The full amount shall be deposited within 30 (thirty) days from the date of issue of Notification of Award. Failure to do so may result in cancellation of the Award and forfeiture of the Bid Security.

## 19. Demurrage Charges

19.1 The successful bidders shall complete dismantling and lifting of the items within sixty (60) days from the date of issue of Notification of Award. The bidder shall dispose all unwanted waste properly and clearly obtained from dismantling of buildings. After 60 days, rental charges @Nu/Rs. 500.00 (Ngultrum/Rupees Five Hundred only) per day shall be charged against each category of assets regardless of the space occupied by the items for a period of thirty (30) days.

19.2 Failure to lift the items within the extended period i.e. within 90 days from the date of Notification of Award, may result in forfeiture of the Bid security and cancellation of the Award.



## **20. Damages or Losses**

- 20.1 DGPC shall not be held responsible for any damages or losses caused to the Assets/Items for which payment has been made, but not lifted within 60 (sixty) days from the date of Notification of Award, or any extension thereof.

## **21. Quantity Variations**

- 21.1 Quantities variations, if any during the final measurement of the scraps shall be adjusted by depositing additional money to the DGPC's account in case of (+) variations, if acceptable to the bidder; or refunding the excess money deposited by the successful bidder in case of (-) variations as the case may be.

## **22. Transportation**

- 22.1 The successful Bidder shall make its own arrangement to lift and transport the Assets/Items after the Notification 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 shall 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:	



## FORM 2: INTEGRITY PACT STATEMENT

### 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 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.

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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.



- 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: 1 0 9 0 5 0 0 2 1 6 5

CID:

Witness: Sonam Choden

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

Name:

CID: 1 1 5 0 6 0 0 6 2 2 6

Name:

CID:

## PRICE SCHEDULE

The price quoted by the bidder for the following lots should be exclusive for dismantling of the buildings.

Lot No.	Category of Assets	Location	Qty.	UoM	Unit Rate (BTN/INR) (in figures)	Total Amount (BTN/INR) (in words)
Lot No. 1	Cement Godown	Phuentsholing	1	No		
Lot No. 2	Furniture Godown	Phuentsholing	1	No		
Lot No. 3	Club (Welfare Centre)	Phuentsholing	1	No		
Lot No. 4	Temporary Store	Phuentsholing	1	No		
	Total Quoted Amount					