

DRUK GREEN POWER CORPORATION LIMITED



BIDDING DOCUMENT FOR STITCHING OF UNIFORMS FOR FIRE & DISASTER MANAGEMENT PERSONNEL AND GENERAL STAFF

NIT No: MMD0159/2021 against File DGPC/MMD/UNIFORMS/2020/147 Dated
14/09/2021



TABLE OF CONTENTS

NOTICE INVITING QUOTATION.....	1
SECTION I - INSTRUCTION TO BIDDERS	4
ITB. 1 Bidding Documents	5
ITB. 2 Price Schedule.....	5
ITB. 3 Correction of Arithmetical Errors in the Price Bid.....	5
ITB. 4 Period of Validity of Bids	6
ITB. 5 Bid Security	6
ITB. 6 Documents comprising the bids.....	7
ITB. 7 Signing of Bids	7
ITB. 8 Submission of Bids	7
ITB. 9 Bid Evaluation	7
ITB. 10 Contacting the DGPC	8
ITB. 11 Award Criteria.....	9
ITB. 12 Deviation	9
ITB. 13 Notification of Award	9
ITB. 14 Retention Money (if the award value is less than 0.5 million).....	10
ITB. 15 Performance Security (if the award value is more than 0.5 million)	10
SECTION II - BIDDING FORMS	11
Form 3: Statement of Compliance	13
Form 4: Deviation Schedule.....	14
SECTION III - GENERAL PURCHASE CONDITIONS.....	15
GPC.1 Definition	16
GPC.2 Governing Law	16
GPC.3 Supplier's Responsibilities.....	17
GPC.4 DGPC's Responsibilities.....	17
GPC.5 Packing, Delivery and Documents.....	17
GPC.6 Contract Price	17
GPC.7 Terms of Payment	18
GPC.8 Taxes and Duties.....	18
GPC.9 Retention Money.....	18



GPC.10 Performance Security 19

GPC.11 Liquidated Damages for delay in delivery 20

GPC.12 Force Majeure 20

GPC.13 Termination 21

GPC.14 Delivery Schedule 22

GPC.15 Variations 22

SECTION IV - TECHNICAL SPECIFICATION 23

 1. Scope of Supply 24

 2. Technical Specifications 24

SECTION V - CONTRACT FORM 26

 Form No. 1: Purchase Order 27



MATERIAL MANAGEMENT DIVISION
DRUK GREEN POWER CORPORATION LIMITED
PHUENTSHOLING: BHUTAN

NOTICE INVITING QUOTATION

For

Stitching of Uniform for Fire & Disaster Management Personnel and General Staff

Tender No: MMD0159/2021

Date: 14/09/2021

1. The Material Management Division, Druk Green Power Corporation Limited (DGPC), is pleased to invite bids from the eligible bidders for Sticking of Uniforms for *Fire & Disaster Management Personnel* and General Staff as per the scope of supply mentioned hereinafter.
2. Detailed specifications, scope of supply and terms and conditions of supply are given in the Bidding Documents, which are available at the address given below as per the following schedule:

NIQ No.	:	MMD0159/2021
Last date for Bid receipt & time	:	Up to 15/10/2021 by 15.00 hrs at the address MMD
Bid opening date & time	:	On 15/10/2021 at 15.30 hrs at MMD, <i>Pling</i>

3. All Bids must be accompanied by Bid Security for an amount of BTN /INR **37,000.00 [Thirty Seven Thousand]** only in the form of Demand Draft /Cash Warrant / Bank Guarantee, issued by any Financial Institutions acceptable and enforceable by Financial Institutions in Bhutan and shall remain valid till **13/01/2022** Bids not accompanied with an acceptable Bid security as specified in Bidding Documents or Bids accompanied with Bid Security of inadequate value and validity shall be rejected by DGPC at the time of the opening.
4. The offer should be kept in a sealed envelope and must either be sent by Registered post or delivered personally at the address given below or deposited in the tender Box at the same address latest by 1500 hrs by the last date for Bid receipt. The bids shall be opened at **Material Management Division, Phuentsholing**, on the same date at 15:30 hrs in the presence of bidders or their authorized representatives who may wish to attend the opening of bids. Any late bids will be rejected.
5. In case of unscheduled holiday on the last date for Bid receipt, the Bid receipt date / time and bid opening date and time will get extended up to the next working day.
6. If the Bid Documents are transferred to an authorized agent/dealer duly authorized by the party to whom the Bid documents have been issued originally a proper letter of authorization

should be sent in advance by the party invited to Bid. A copy of such authorization should also be enclosed to the bid with suitable remarks superscripted on the face of the envelop.

In case of any change in the name and address of the employer/ DGPC vis a vis the name and address at which the Bid documents have been sent, the bidders are requested to intimate the change in advance supported by relevant documents failing which the offer may be treated as unsolicited and run the risk of not being opened.

7. The bid document for the above procurement comprises of the following Sections:

SECTION I - INSTRUCTIONS TO BIDDERS

SECTION II - BIDDING FORMS

SECTION III - GENERAL PURCHASE CONDITION

SECTION IV - TECHNICAL SPECIFICATION

SECTION V - CONTRACT FORMS

8. You are requested to submit your most competitive offer in a sealed envelope super scribing the following details on the right hand top corner:

DGPC's NIQ No. _____

Bid Receipt date _____

Brief description of the supply _____

Bidder's Name _____

9. Offers must be addressed to:

Sangay Pema,
Head, Material Management Division,
Druk Green Power Corporation Limited,
Smadrup Lam,
Phuentsholing, Chhukha, Bhutan
Post Box No: 24

10. The Bid should be valid for a period of sixty (60) days from the date of Bid Opening.

11. **Delivery Schedule and Place**

Date of completion of Delivery: **90 days from issue of purchase order**

Place to be delivered: **CIP, Stores of Material Management Division, Phuentsholing**

Interested bidders may contact the following person (Nodal officer) for any clarification:

Name Thinley Penjor

Designation: Dy. Manager (Proc.)

Phone No. +975-05-254382, Mobile No: +975-17279677

E-mail: t.penjor2239@drukgreen.bt



12. **Address for delivery of the Bid:**

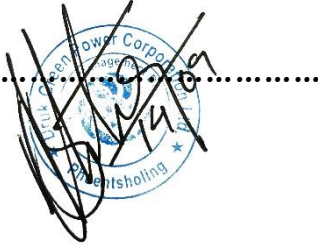
Material Management Division
Druk Green Power Corporation
Chukha, Phuentsholing

Thanking you,

Yours faithfully,

For and on behalf of the Druk Green Power Corporation

Signature



Name Bikash Rai

Designation: Head, Procurement Unit



SECTION I - INSTRUCTION TO BIDDERS



SECTION I - INSTRUCTION TO BIDDERS

ITB. 1 Bidding Documents

ITB.1.1 The detailed scope of supply of goods required with technical specifications, bidding procedures and contract terms are prescribed in the Bidding Document. This Bidding Document includes the following:

- a) Notice Inviting Tender
- b) Instruction to Bidders
- c) Bidding Forms
- d) General Purchase Conditions
- e) Technical Specifications
- f) Contract Forms

All these documents collectively or separately referred to as Bid Documents.

ITB.1.2 The bidder is expected to examine all instructions, forms, terms and specifications in the Bid Document. Failure to furnish all information required as per the Bid Document or submission of a bid not substantially responsive to the Bid Document in every respect will be at the Bidder's risk & responsibility and may result in rejection of their bid.

ITB. 2 Price Schedule

ITB.2.1 Price should be quoted in Bidding Form 2: Price Schedule Forms

ITB.2.2 Price quoted by the Successful Bidder must remain firm during the entire period of performance of the Contract and is not subject to variation on any account unless otherwise specified by the DGPC in the Bid Documents.

ITB.2.3 A Bid submitted by Bidder with price adjustment condition shall be treated as non-responsive and shall be rejected unless and otherwise permitted by the DGPC.

ITB.2.4 A Bid submitted with a fixed price quotation against Bids invited with price variation will not be rejected but the price adjustment shall be treated as zero for the purpose of evaluation of bid.

ITB. 3 Correction of Arithmetical Errors in the Price Bid

ITB.3.1 Arithmetical errors will be corrected at the time of evaluation of Price Bid and the corrected figure will be considered as 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.

ITB.3.2 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 will 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 will govern and unit rate will be corrected accordingly.



- ITB.3.3 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.
- ITB.3.4 If there is a discrepancy between words and figure of the total price for each item 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.
- ITB.3.5 In case the Bidder has not filled up unit price against any item, DGPC shall treat the price of unfilled items as zero for the purpose of evaluation & comparison and award (if such Bidder emerges as the lowest evaluated Bidder), with the assumption that the cost have been absorbed elsewhere in the Price Bid.
- ITB.3.6 In case price for any specific item is given by a Bidder as lump sum instead of unit rates as required, the DGPC reserves the right to arrive at unit rate on the basis of dividing the quoted lump sum amount by the specified quantity in the Price Schedule. In case of multiple items if the Bidder has quoted a lump sum price, in the event such Bidder is declared successful, the break-up of unit prices shall be discussed and agreed during the pre-award discussions with the Bidder subject to the lump-sum amount as quoted by the Bidder, and the break-up as agreed shall form part of the Letter of Award.

ITB. 4 Period of Validity of Bids

- ITB.4.1 Bids shall remain valid for a period as specified in the NIQ. A bid valid for a shorter period shall be rejected by the DGPC as non-responsive.
- ITB.4.2 In exceptional circumstances, prior to expiry of the bid validity, DGPC 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 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 request shall not be required or permitted to modify its bids.

ITB. 5 Bid Security'

- ITB.5.1 The Bidder shall furnish, as part of its bid, bid security denominated in the currency and in the amount as specified in NIQ. The Bid Security shall be submitted in the form of an irrevocable bank guarantee /cash warrant/demand draft/Banker's cheque /cash order payable to the DGPC issued by any Financial Institution of Bhutan or any Foreign bank acceptable and enforceable by Financial Institution of Bhutan.
- ITB.5.2 The Bid Security will remain valid till Thirty (30) days after the Bid validity as specified in the NIQ.
- ITB.5.3 The bid security shall be forfeited:
- ITB.5.3.1 If a bidder withdraws its bid during the period of bid validity
- ITB.5.3.2 If a bidder does not accept the arithmetical corrections of its bid price.
- ITB.5.4 Immediately after the award of contract the bid security of all the unsuccessful bidders, shall be returned within fifteen (15) working days of the award of



contract/Purchase Order. In case of single stage-two envelope mode of tendering, bid security of non-responsive bids shall be returned immediately after technical evaluation.

ITB.5.5 The bid security of the successful bidder shall be returned immediately after signing of contract/ issue of Purchase order.

ITB. 6 Documents comprising the bids

ITB.6.1 The bid submitted by the Bidder shall comprise the following documents:

- a) Original Demand Draft/Bank Guarantee for the amount of Bid Security as specified in NIQ where applicable;
- b) Statement of Compliance as per Form 3: Statement of Compliance;
- c) Price Schedule Form as per Form 2: Price Schedule Forms;
- d) Valid Trade License and latest Tax Clearance Certificate;
- e) Power of Attorney, if required;
- f) Any other additional information/documents which bidder wishes to provide in his bid.

ITB. 7 Signing of Bids

ITB.7.1 The Bid shall be typed or written in indelible ink and shall be signed by a person (s) duly authorized by the Bidder with official seal. However, any published document submitted along with the Bid shall be signed by the authorized signatory (ies) at least on the first page and last page of such document. Bids sent by Fax/ or on Email/ will not be accepted.

ITB. 8 Submission of Bids

ITB.8.1 Each Bidder shall be permitted to submit only one Bid against any NIQ in single outer envelope addressed to the DGPC. The outer envelope shall also bear the scope of the supply and NIQ reference. In case, a Bidder and its Affiliate have submitted separate Bids, against the same NIQ, all such Bids shall be rejected.

ITB.8.2 Bids shall be submitted in the manner as specified in this Bid Document.

ITB.8.3 Bids are to be submitted in a single closed Cover Envelope containing Envelope I and Envelope II (in case of Single Stage Single Envelope) or Envelope I, Envelope II and Envelope III (in case of Single Stage Two Envelope) with superscription [Insert Subscription] on envelope. All envelopes shall be sealed with adhesive or other sealant to prevent reopening and be signed across their seals by the person authorized to sign the Bid on behalf of the Bidder.

ITB. 9 Bid Evaluation

ITB.9.1 To facilitate examination, evaluation and comparison of bids the DGPC may, at its discretion, ask the Bidder for clarifications of its bid. The request for clarification and the response shall be in writing and no change in the price or substance of the bid shall be sought, offered or permitted.

ITB.9.2 If the Bid price of the lowest evaluated Bid appears abnormally low and/or seriously unbalanced DGPC may require the Bidder to produce written explanations of



justifications and detailed price analysis for any or all items offered. Abnormally low Bid may or may not be accepted. If DGPC decides to accept the abnormally low Bid/or the bid with serious unbalanced rates after considering the above, the Bidder shall be required to provide additional differential security equivalent to the difference between the estimated and quoted price to a maximum of ten percent (10%) of the quoted price, to protect DGPC against any financial loss in the event of default of the successful Bidder under the Contract. If the prices of all the received bids are abnormally high in the discretion of the DGPC, then the DGPC may seek justification from the bidder for the high rates and if necessary negotiate with the lowest evaluated bidder and may reject the bids if considered to be abnormally higher than the estimated cost.

- ITB.9.3 Prior to detailed evaluation, DGPC will determine the substantial responsiveness of each bid to the Bidding Document. For purpose of these paragraphs, a substantially responsive bid is one which conforms to all the terms and conditions of the Bidding Document without material deviations. The DGPC's determination of bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.
- ITB.9.4 A Bid determined as not substantially responsive will be rejected by the DGPC and may not subsequently be made responsive by the Bidder by correction of the non-conformity.
- ITB.9.5 The DGPC may waive minor infirmity or nonconformity or irregularity on a bid that does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.
- ITB.9.6 Normally no request for extension of Bid Opening Date will be entertained. However, in case of any changes in the specifications, inadequate response or for any other reasons, DGPC may at its discretion, extend the bid opening date and/or time.
- ITB.9.7 **The evaluation shall be done on the basis of Lot Wise as specified in the Price schedules. The Bidder may quote for one or both the lots.**
- ITB.9.8 DGPC may grant a margin of preference to goods manufactured in Bhutan in those cases where limited tender enquiry includes foreign bidders who makes the bid for supply of goods manufactured out of Kingdom of Bhutan except India. To avail a margin of preference, the bidder shall provide a value addition certificate from the Ministry of Economic Affairs, Royal Government of Bhutan. For this purpose, the prices quoted by the foreign bidder for goods manufactured out of Kingdom of Bhutan will be loaded with ten percent (10%) and then comparison of the total price will be made to arrive at the lowest bidder.

ITB. 10 Contacting the DGPC

- ITB.10.1 No Bidder shall contact DGPC on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded.
- ITB.10.2 An effort by a Bidder to influence the DGPC in its bid evaluation, bid comparison or Contract award decisions may result in rejection of their bid.



ITB. 11 Award Criteria

ITB.11.1 DGPC will award the Contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined as the lowest evaluated bid.

ITB. 12 Deviation

ITB.12.1 Bidders shall not be permitted to take any deviation from the terms and conditions as specified in the Bidding Documents. However, should the bidders still envisage any exceptions/deviations to the terms and conditions of the Bid Document the same should be indicated in the deviation schedule as per the **Form 4: Deviation Schedule** along with the technical bid. If the proforma is left blank or not submitted, then it will be construed that the bidder has not taken any exception/deviation to the terms and conditions of the Bid Document. Bidders may note that deviations, variations and additional conditions etc. found elsewhere in the bid other than those stated in the Deviation Schedules, save those pertaining to any rebates, shall not be given effect to in evaluation and it will be assumed that the bidder complies to all the conditions of Bidding Documents. In case bidder refuses to withdraw, without any cost to the DGPC, those deviations which the bidder did not state in the Deviation Schedules, the bid security of the bidder may be forfeited.

ITB.12.2 Deviations specifically declared by the bidders in the respective Deviation Schedule only will be taken into account for the purpose of evaluation. The bidders are required to declare the prices for the withdrawal of the deviations declared by them in the deviation Schedule. Such prices declared by the bidders for the withdrawal of the deviations in the Deviation Schedule shall be added to the bid price to compensate for those deviations. In case prices for the withdrawal of deviations are not furnished by the bidder, DGPC shall convert such deviations into BTN value and add to the bid price to compensate for these. In determining the value of the Deviations, DGPC will use parameters consistent with those specified in the specifications and documents and/or other information as necessary and available to DGPC. In case the bidder refuses to withdraw the deviations at the cost of withdrawal indicated by the bidder in the Deviation Schedule, the bid security of the bidder may be forfeited. In case of any deviation in payment terms loading for interest on advance payment of landed cost per annum or as per prevailing market rates shall be considered.

ITB.12.3 DGPC reserves the right to accept any bid and to reject any or all bids and to annul the bidding process and reject all Bids at any time prior to Contract award, without thereby incurring any liability to Bidders or any obligation to inform the affected Bidders on the grounds for such action of the DGPC .

ITB. 13 Notification of Award

ITB.13.1 Prior to expiry of the period of bid validity or extended validity, DGPC will issue Purchase Order to the successful Bidder(s).

ITB.13.2 The Vendor shall return duplicate copy of the Purchase Order duly signed and stamped, as a token of unconditional acceptance of the purchase order, within fifteen (15) from the date of issue of Purchase Order.



ITB. 14 Retention Money (if the award value is less than 0.5 million)

- ITB.14.1 DGPC shall retain 10% (ten percent) of the value of each supply or delivery due to a supplier till the end of the Warranty Period. The retention money is the aggregate monies retained by DGPC from the amount payable to the supplier to the extent of ten percent (10%) of the Contract Price for contract amount below 0.5 million
- ITB.14.2 The retention money or part thereof may be returned to the Supplier on completion of the Warranty Period.
- ITB.14.3 If the supplier fails to remedy any reported defect within the Warranty Period, DGPC shall withhold the payment or realize claims from the Retention Money, of an amount, which in the opinion of DGPC, represent the cost of the defects to be remedied.
- ITB.14.4 If the Goods to be supplied have no provision for Warranty period due to the nature of the item, Retention Money shall be released immediately upon receipt of all the materials at site and upon acceptance by the DGPC.

ITB. 15 Performance Security (if the award value is more than 0.5 million)

- ITB.15.1 ITB. 23.1 The successful Bidder shall submit the performance security equal to ten percent (10%) of the contract price in accordance with BDS. The performance security shall be valid till thirty (30) days beyond the end of the warranty period. The DGPC reserves the right to verify independently the genuineness of the Performance security from the issuing bank or a correspondent bank of such issuing bank in the Kingdom of Bhutan.
- ITB.15.2 The performance security shall be submitted in any of the following forms:
- a) irrevocable bank guarantee in the form provided for in Section VII, Contract Forms, or
 - b) cash warrant, or
 - c) demand draft.
- ITB.15.3 Failure of the successful Bidder to submit the above-mentioned performance security or accept the award or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid security. In that event DGPC may award the Contract to the next lowest evaluated Bidder whose offer is substantially responsive and is determined by DGPC to be qualified to perform the Contract satisfactorily or call for fresh bids.
- ITB.15.4 The validity of the Performance Security shall be extended by the successful bidder whenever any time extension for contract completion is granted by DGPC.
- ITB.15.5 If the supplier fails to remedy any reported defect within the Warranty Period, the DGPC shall be entitled to remedy the defect at the expense of the successful Bidder and appropriate the cost of such remedying defects out of the Performance Security.
- ITB.15.6 The performance security will be returned to the Contractor within thirty (30) days after the expiry of the Warranty Period.



SECTION II - BIDDING FORMS



SECTION II - BIDDING FORMS



Form 3: Statement of Compliance

To

Head, Material Management Division,
Druk Green Power Corporation Ltd.
Samdrup Lam
Phuentsholing, Chhukha
Dear Sir/Madam,

With reference to our Bid dated 14/09/2021 for Stitching of Uniforms for Fire & Disaster Management Personnel and General Staff against NIQ No MMD0159/2021, we hereby conform that we have read the provisions of following clauses and further confirm that notwithstanding anything stated elsewhere to the contrary, the stipulations of these clauses are acceptable to us and we have not taken any deviation to any of these clauses anywhere in the Bid:

- i. Governing Laws (GPC.2).
- ii. Retention Money (GPC.9). (or) Performance Security (GPC 14)
- iii. Limitation of Liability (**Error! Reference source not found.**).
- iv. Liquidated Damage (GPC.14)

We further confirm that any deviation to the above clauses, found anywhere in our Bid, implicit or explicit, shall stand unconditionally withdrawn without any cost implication whatsoever to DGPC failing which the Bid security may be forfeited

Sealed and signed



Form 4: Deviation Schedule

(Only exceptions/deviations to be mentioned)

Section No. (Page No.)	Clause No. Sub-clause No.	Details of deviation	Cost Compensation for Deviation	Remarks

Sealed and Signed



SECTION III - GENERAL PURCHASE CONDITIONS



SECTION III - GENERAL PURCHASE CONDITIONS (GPC)

GPC.1

Definition

The following terms and expressions used herein shall have the meaning as indicated therein:

- a) "Bid" means an offer to supply Goods in accordance with the terms and conditions set out in the Bidding Documents inviting such offers. The term "Tender" is synonymous with the term "Bid";
- b) "Bidder" means an eligible legal entity who has been invited to submit the Bid and have submitted the Bid in response to such invitation; the terms "Bidder" and "Tenderer" are synonymous;
- c) "Bidding Documents" means the set of documents issued by DGPC to potential Bidders in which the specifications, terms and conditions of the proposed procurement are prescribed. The terms "Bidding Documents", "Tender Documents" and "Bid Documents" are synonymous;
- d) "Goods" means all of the commodities, raw materials, machinery and equipment, and/or other materials, including any object in solid, liquid or gaseous form that has an economic utility or value and which can be exchanged or traded, and the services incidental to the supply of the Goods, and other obligations of the Supplier under the Contract;
- e) "Supplier" means a legal entity, including the legal successors or permitted assigns of such entity, entering into a Contract with DGPC for the supply of Goods;
- f) "Warranty Period" means the period of validity of the warranties given by the Supplier commencing at completion of procurement of goods or a part thereof, if separate completion of the procurement of goods for such part has been provided in the Contract, during which the Supplier is responsible for defects with respect to the goods.

GPC.2

Governing Law

- GPC.2.1. The Contract shall be governed by and interpreted in accordance with the laws of the Kingdom of Bhutan and courts at shall have exclusive jurisdiction for settlement of disputes if any between DGPC and Supplier.
- GPC.2.2. The Supplier shall, in all matters arising in the performance of the Contract, comply in all respects, give all notices and pay all fees required by the provisions of any statute, ordinance or other law or any regulation or by-law of any duly constituted authority of the Kingdom of Bhutan.
- GPC.2.3. The Supplier shall indemnify and hold harmless DGPC from and against any and all liabilities, damages, claims, fines, penalties and expenses of whatever nature arising or resulting from the violation of such laws by the Supplier or its personnel.



GPC.3 Supplier's Responsibilities

GPC.4.1 The Supplier shall supply all the Goods in accordance with Section IV Technical Specifications and the Delivery and completion requirements as per General Purchase Condition.

GPC.4 DGPC's Responsibilities

GPC.4.1. Whenever the supply of Goods requires that the Supplier needs obtain permits, approvals and/or import and other licenses or similar permissions from Bhutanese authorities, DGPC shall, if so required by the Supplier, use its best efforts to assist the Supplier in complying with such requirements in a timely and expeditious manner, but without incurring any costs and liabilities for any failure to obtain such permits, approval, and/or import and other licenses or similar permissions.

GPC.5 Packing, Delivery and Documents

GPC.5.1. The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit. All exposed services /connections /protrusions shall be properly protected. All unexposed parts shall be packed with due care and the packages should bear the word "handle with care". During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case sizes and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.

GPC.5.2. The packing, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in Section IV, Technical Specifications, and in any other instructions ordered by DGPC.

GPC.5.3. The Delivery of the Goods shall be in accordance with the Delivery and completion requirements specified in SECTION IV – TECHNICAL SPECIFICATIONS.

GPC.5.4. The details of shipping and other documents to be furnished by the Supplier shall be specified in the purchase order. The documents shall be received by DGPC before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses.

GPC.5.5. The Supplier shall also forward original and copies of dispatch documents to the concerned authorities as required in the Purchase Order within two days from the date of dispatch, failing which the Supplier shall be responsible for any delay in payments of consignment for want of documents and consequent demurrage, detention charges etc.

GPC.6 Contract Price

GPC.6.1. The Contract Price shall be as specified in the Contract subject to any additions and adjustments thereto or deductions therefrom as may be made pursuant to the Contract.



GPC.6.2. Prices charged by the Supplier for the Goods under the Contract shall be firm and not subject to any escalation till the completion of the supply of Goods as per the Contract or any amendment thereof.

GPC.7 Terms of Payment

GPC.7.1. Payments shall be made promptly by DGPC, no later than thirty (30) days after the receipt of invoices and documents, provided that the documents are compliant with all the requirements of DGPC. In case of incomplete/ non-compliant invoices and documents, DGPC shall ask the Supplier to re-submit the invoices and documents with full compliance.

GPC.7.2. The currencies in which payments shall be made to the Supplier under this Contract shall be those in which the Contract Price is expressed.

GPC.8 Taxes and Duties

GPC.8.1. For Goods supplied by the Supplier from outside the Kingdom of Bhutan excluding India, the Supplier shall bear and pay all applicable taxes, stamp duties, license fees levies and other similar levies imposed outside the Kingdom of Bhutan until the Goods are delivered **CIP, Material Management Division, Phuentsholing**. Any local taxes and duties imposed on the goods beyond the point of CIF place of delivery, including custom duties, shall be borne and paid by DGPC.

GPC.8.2. At the time of release of payment, two (2%) percent TDS on related service portion shall be deducted from the suppliers having Bhutanese trade license from the gross amount of bills except from the manufacturers and authorized dealers. DGPC shall furnish necessary TDS Certificate to the Bidders, issued by the Department of Revenue & Customs, RGoB.

GPC.8.3. If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in the Kingdom of Bhutan, DGPC shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.

GPC.9 Retention Money

GPC.9.1. DGPC shall retain 10% (ten percent) of the value of each running bill due to a Supplier till the end of the Warranty Period. The retention money is the aggregate monies retained by the DGPC from the amount payable to the Supplier to the extent that the final retained amount reaches the limit of retention money as per the contract agreement which shall be ten percent (10%) of the Contract Price.

GPC.9.2. The retention money or part thereof shall be returned to the Supplier on completion of the Warranty Period.

GPC.9.3. If the Supplier fails to remedy any reported defect within the Warranty Period, the DGPC shall withhold the payment or realize claims from the Retention Money, of an amount, which in the opinion of the DGPC, represent the cost of the defects to be remedied.



- GPC.9.4. The Supplier shall within thirty (30) days from the date of notification of award, provide a performance security for the due performance of the Contract as specified in the SCC.
- GPC.9.5. The contract performance security shall be denominated in the currency or currencies of the Contract and shall be in the form of irrevocable bank guarantee provided in Form:3 of Part 2, Section VII. The Performance Security can also be submitted in the form of demand draft if so specified in SCC. The bank guarantee/ demand draft shall be in favour of DGPC, issued by any Financial Institutions of Bhutan or any other Foreign Banks acceptable and enforceable by Financial Institutions in Bhutan.
- GPC.9.6. The proceeds of the Performance Security shall be payable to DGPC as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
- GPC.9.7. The Performance Security shall be valid thirty (30) days beyond the successful completion of the Supplier's performance obligations under the Contract, including the completion of the warranty period under the Contract and for any extension thereto. It shall serve as a guarantee that the Supplier will perform his contractual obligations under the Contract till the warranty period.
- GPC.9.8. If the Supplier fails to remedy any reported defect within the Warranty Period, the DGPC shall be entitled to remedy the defect at the expense of the Supplier and appropriate the cost of such remedying defects out of the Performance Security.
- GPC.9.9. The performance security will be discharged and returned to the Contractor after thirty (30) days beyond the expiry of the Warranty Period

GPC.10 Performance Security

- GPC.10.1. The Supplier shall within thirty (30) days from the date of notification of award, provide a performance security for the due performance of the Contract as specified in the SCC.
- GPC.10.2. The contract performance security shall be denominated in the currency or currencies of the Contract and shall be in the form of irrevocable bank guarantee provided in Form:3 of Part 2, Section VII. The Performance Security can also be submitted in the form of demand draft if so specified in SCC. The bank guarantee/ demand draft shall be in favour of DGPC, issued by any Financial Institutions of Bhutan or any other Foreign Banks acceptable and enforceable by Financial Institutions in Bhutan.
- GPC.10.3. The proceeds of the Performance Security shall be payable to DGPC as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
- GPC.10.4. The Performance Security shall be valid thirty (30) days beyond the successful completion of the Supplier's performance obligations under the Contract, including the completion of the warranty period under the Contract and for any extension thereto. It shall serve as a guarantee that the Supplier will perform his contractual obligations under the Contract till the warranty period.



- GPC.10.5. If the Supplier fails to remedy any reported defect within the Warranty Period, the DGPC shall be entitled to remedy the defect at the expense of the Supplier and appropriate the cost of such remedying defects out of the Performance Security.
- GPC.10.6. The performance security will be discharged and returned to the Contractor after thirty (30) days beyond the expiry of the Warranty Period.

GPC.11 Liquidated Damages for delay in delivery

- GPC.11.1. If the Supplier fails to deliver all of the Goods by the date(s) of Delivery specified in the Contract, DGPC may, without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage 0.30% of delayed Goods or unperformed Services for each day of delay until actual delivery or performance, up to a maximum deduction of ten (10) percentage of the total value of the delayed goods or unperformed services.

In case of delay for supply of an item which can be made in parts, but the item cannot be put to use unless the supplies are complete, the liquidated damage shall be levied up to the maximum 10% of the Contract Price.

If in the opinion of DGPC the Supplier is indefinitely delaying the supplies, DGPC may terminate the Contract. In such event DGPC reserve the right to purchase the material equipment from elsewhere at the sole risk and cost of the Supplier and recover all such extra cost if any incurred by DGPC in procuring the material from alternative source.

GPC.12 Force Majeure

- GPC.12.1. The Supplier shall not be liable for forfeiture of its retention money, liquidated damages or termination for default if and to the extent that it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

- GPC.12.2. For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the RGoB in its sovereign capacity, act of God, wars or revolutions, riot, civil commotion, sabotage, fires, floods, epidemics, quarantine restrictions and freight embargoes or any other cause of similar nature which are not within the control of either party to the contract and which renders the performance of the contract by the said party impossible.

- GPC.12.3. If a Force Majeure situation arises, the Supplier shall promptly notify DGPC in writing of such condition and the cause thereof, along with documentary or pictorial evidence. Unless otherwise directed by DGPC 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.



GPC.13 Termination

GPC.13.1. Termination for Default

GPC.13.1.1. DGPC, 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 in part:

- a. if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by DGPC; or
- b. if the Supplier fails to perform any other obligation under the Contract; or
- c. if the Supplier, in the opinion of DGPC has engaged in fraud and corruption, in competing for or in executing the Contract, DGPC shall be the final authority to decide whether the Supplier has engaged in any Fraud and Corruption as mentioned above and such decision shall be final and binding on the Supplier; or
- d. If the vendor becomes bankrupt or goes into liquidation or makes general assignment for the benefit of the creditors or any receiver is appointed for the property owned by the vendor.

GPC.13.1.2. In the event DGPC terminates the Contract in whole or in part, pursuant to DGPC may procure, upon such terms and in such manner as it deems appropriate, Goods similar to those undelivered, and the Supplier shall be liable to DGPC for any additional costs incurred by DGPC in procurement of such undelivered Goods. Wherever the Contract is terminated in part, the Supplier shall continue performance of the Contract to the extent not terminated.

GPC.13.2. Termination by Supplier

GPC.13.2.1. If,

- a) DGPC commits a substantial breach of the Contract, the Supplier may give a notice to DGPC that specifies the breach and requires DGPC to remedy the same. If DGPC fails to remedy the breach or take steps to remedy the breach within thirty (30) days after receipt of the Supplier’s notice, or,
- b) If the Supplier is unable to carry out any of its obligations under the Contract for any reason attributable to DGPC, including but not limited to DGPC’s failure to obtain any governmental permit necessary for the Delivery of Goods, which DGPC is required to obtain as per provision of the Contract or as per relevant applicable laws, the Supplier may give a notice to DGPC to carry out such obligation under the Contract and if DGPC fails to comply within thirty (30) days after receipt of the Supplier’s notice, then the Supplier may, referring to this sub-clause, forthwith terminate the Contract.

GPC.13.2.2. In the event of termination, all payments due to the Supplier for the Goods already delivered, shall be settled by DGPC with no further liability on any account whatsoever.

GPC.13.3. Termination by Force Majeure

GPC.13.3.1. Supplier shall not be considered in default if delay in delivery occurs due to Force Majeure.



GPC.13.3.2. Only those causes which have duration of more than 7 days shall be considered causes of Force Majeure. In the event of delay due to such causes, the delivery schedule will be extended for a length of time equal to the period of Force Majeure or at the option of the DGPC, the order may be cancelled. Such cancellation would be without any liability whatsoever on the part of the DGPC. In the event of such cancellation, the Supplier shall refund any amount advanced or paid to the Supplier by the DGPC and deliver back any materials issued to him by the Supplier and release facilities, if any provided by the DGPC.

GPC.14 Delivery Schedule

GPC.19.1 Time is the essence of this contract and no variation shall be permitted in the delivery time/delivery schedule mentioned in the Purchase Order. Delivery of the equipment/materials described shall be deemed to constitute acceptance of this contract and Terms and Conditions by the Supplier at the prices specified.

GPC.15 Variations

GPC.22.1 DGPC, during execution of the Contract, may vary the quantity of the Goods within variation of the total Contract Price by plus/ minus twenty percent (+/- 20%) but without any change in unit price or other terms and conditions. The item wise quantities may also vary to the same extent without any adjustment in the unit rates.

GPC.22.2 DGPC may, by variation order to the Supplier, at any time before the supply of Goods is completed, instruct the Supplier to vary the quantity of the Goods. The Supplier shall not vary the quantity of the Goods, except in accordance with a variation order from DGPC.

GPC.22.3 DGPC shall on its own or on the basis of a request from the Supplier, after due consultation with the Supplier, decide whether or not the variation shall be carried out. If DGPC decides that the variation shall be carried out, DGPC shall issue a variation order clearly identified as such in accordance with the Supplier's submission or as modified by mutual agreement. The Delivery schedule for such extra quantities will be mutually agreed between DGPC and the Supplier.



SECTION IV - TECHNICAL SPECIFICATION



SECTION IV - TECHNICAL SPECIFICATION

1. Scope of Supply

Stitching of Uniforms for Fire & Disaster Management Personnel and General Staff

2. Technical Specifications

- (i) The design and sample of uniforms shall be as per the DGPC sample.
- (ii) Fabric shall be provided by DGPC, however bidder should include the rate for all other necessary accessories (i.e DGPC logo, zip, button, etc) in the stitching.
- (iii) The successful bidder must submit one sample of stitch Uniform to MMD for approval prior to mass manufacturing.
- (iv) The detail on quantity of Uniforms is in the Price Schedule.
- (v) The individual measurement shall be provided along the work order.



Price Schedule

Lot A

SN	Description	Qty	UOM	Stitching Charge inclusive of accessories (Per set)	Amount (Nu.)
1	General Staff-Pant & Shirt	1377	Set		
Total Amount (Nu.)					

Lot B

SN	Description	Qty	UOM	Stitching Charge inclusive of accessories (Per set)	Amount (Nu.)
1	Fire and Disaster staff-Pant and Shirt full sleeve	21	Set		
2	Fire and Disaster staff – Pant and shirt half sleeve	89	Set		
3	Half pant-Smokiest Grey	45	No		
Total Amount (Nu.)					

Remark for LOT B

- **Bidders must quote for all the items.**
- **If the bidder fails to quote for all the items, DGPC reserve to reject the bid.**



SECTION V - CONTRACT FORM



SECTION V - CONTRACT FORM

Form No. 1: Purchase Order
(Format as per SAP to be used)

