

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



**BIDDING DOCUMENT
FOR
DISPOSAL OF USED OILS**

**Disposal Tender No: CO 0028/2023
Dated: August 1, 2023**



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NOTICE INVITING TENDER



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DrukGreen
(a dhi company)

Druk Green Power Corporation Limited
Projects Department
Thimphu, Bhutan

NIT No. CO 0028/20

Date: August 1, 2023

Druk Green Power Corporation Limited (DGPC) invites sealed bids from the eligible bidders for sale of used oils located at various plants' offices (namely Chukha, Tala and Kurichhu,) on **“AS IS WHERE IS” BASIS**.

Bidding Documents shall be available from August 1, 2023 to August 14, 2023. Bids shall be received up to August 15, 2023 at 15:00 hours and shall be opened on the same day at 15:30 hours.

Detailed Bidding Documents is available at DGPC website (www.drukgreen.bt) and can be downloaded from the website free of cost during the period.

(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 eligible bidders for sale of used oils located at various plants’ offices (namely Chukha, Kurichhu, Tala) on “As Is Where Is” Basis. A list of oils is given under the price schedule for disposal items.

2. Eligible Bidders

- 2.1 All interested Indian bidders having a valid Registration Certificate cum Pass Book for re-refining/recycling of hazardous waste issued by Central Pollution Control Board/State that is further duly notarised to be eligible to participate in the bidding process.
- 2.2 The domestic bidders having valid trade license for dealing used/scrap materials 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. DGPC shall respond in writing to all the bidders who have registered to any request for information or clarification of the Bidding Documents provided the request is received not later than **August 7, 2023**. The contact details for sending clarifications are as under:

Sushmita Gurung
Project Department
Contracts Management and Procurement Division
Druk Green Power Corporation Limited
Thimphu: Bhutan.
(Mobile. No: 17279860)
(Email ID: s.gurung3484@drukgreen.bt)

5. Amendment of Bidding Documents

- 5.1 At any time prior to the deadline for submission of bids but not later than **August 7, 2023**, 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 addendum/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 price to be quoted in the price schedule shall be in unit price and the total price for each item written both in figures and words.
- 6.3 Any interlineation, erasures, overwriting, cutting or alteration shall only be valid if they are initiated by the authorized signatory to the bid.
- 6.4 DGPC shall release each item to the highest offered 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 **October 13, 2023** within which period, the bidders cannot withdraw their bids or change 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 the request to extend the validity of its Bid without forfeiting its Bid security. In such a case, the Bid of the Bidder, refusing to extend the validity of its 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 up to 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 shall 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 items’ sold.
- 8.4 The Bid Security of the unsuccessful bidders whose bid is unsuccessful shall be released upon issuance of the Letter 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 the pages of the bid shall be signed by the bidder. All envelopes shall be sealed with adhesive or other sealant to prevent re-opening and each envelope shall have the NIT title and Reference number. DGPC shall not be responsible for the lost or incomplete 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 1500 Hrs. s(BST) on

Head (CMPD)
Contract Management and Procurement Division
Projects Department
Druk Green Power Corporation Limited
Post Box No.: 1351
Thori Lam, Lower Motithang
Thimphu: Bhutan
(Tel: +975-2-339875)
(Email ID: d.wangdi269@drukgreen.bt)

10.3 Bids shall be opened on **August 15, 2023** at **1530 Hrs.** (BST) in the presence of any bidder(s) or their authorized representative (**one only**) who wishes to attend the bid opening.

10.4 DGPC shall prepare a record of Bid opening which shall include the following:

- i) NIT title and reference number
- ii) Bid submission date and time
- iii) The date, time and place of bid opening
- iv) Bid price, offered by the bidder including any discount
- v) The presence or absence of bid security and its amount
- vi) The name and nationality of each bidder
- vii) The name and signature of attendees at the Bid opening

11. Late Bid

11.1 Any bids 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 against NIT either by self or as a partner. Any bidder who submits more than one Bid against NIT shall be disqualified.

13. Substitution, Modification and Withdrawal of Bids



- 13.1 The bidder's may withdraw, substitute or modify its bid after it has been submitted by sending a written withdrawal/substitution/modification notice prior to the deadline for submission of bids, duly signed by an authorized representative. The bid requested to be withdrawn shall be sent unopened to the bidder.
- 13.2 The substitution or modification of the bid must be prepared, sealed and marked in accordance with provisions under Clause 10.
- 13.3 No bid shall be substituted or 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 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 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 items

- 15.1 The bidders are expected to visit and inspect the disposal items to assess the actual conditions on “**As Is Where Is**” Basis during the working hours between 9:00 Hrs.to 17:00 Hrs 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 authorized representative.
- 15.2 The focal persons for inspection of disposal items are:

<p>Tala Hydropower Plant Mr. Pema Tshewang, Head, CSU, THP, Rinchentse, Tala Mobile No: 17603220</p>	<p>Chhukha Hydropower Plant Mr. Pema Wangchuk, Interim Head, CSU, CHP, Chhukha Mobile No: 17631482</p>
<p>Kurichhu Hydropower Plant Mr. Thinley Wangchuk, Executive Engineer, CSU, KHP, Gyelpozhing, Mongar Mobile No: 17359429</p>	



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 shall notify the successful bidder offering the highest bid price for each item through the issue of Letter of Award indicating the unit price and quantity of item and also the total amount to be deposited to DGPC account within the stipulated time frame.
- 17.2 DGPC reserves the right not to sell any Assets and Inventories if the quoted price is not equal to or more than the reserve price.

18. Release of Disposal Items

- 18.1 The disposal 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 lifting of the disposal items 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.
- 19.2 Failure to lift the disposal items within the extended period (i.e., 90 days) from the date of issue of Letter of Award, may result in forfeiture of the Bid Security and the cancellation of Award.

20. Damages or Losses

- 20.1 DGPC shall not be held responsible and accountable 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 issue of Letter of Award.

21. Quantity Variations

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

22. Transportation

- 22.1 The successful Bidder shall make its own arrangement to lift and transport the disposal items after the issuance of Letter of Award.



23. Taxes & Duties

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

24. Dispute Resolutions

24.1 The party shall be in good faith resolved disputes arising out of the contract through negotiated settlement. In the event, parties cannot reach an amicable settlement through negotiation within 60 days of the first notice to negotiate, the parties shall initiate judicial proceedings in the Royal Court of Justice, Thimphu, where, in either of the party's opinion, such judicial proceedings are necessary to preserve their rights.



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. Registration Certificate cum Pass Book /Valid Trade License	
3. Address:	
3. Telephone/ mobile /Fax numbers:	
4. E-mail Address:	



FORM 2: INTEGRITY PACT STATEMENT

1 General:

Whereas, Darjay Wangdi, 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 signig 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**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:-

- 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.

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, 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:

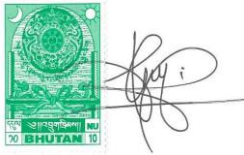
- 7.1 The respective procuring agency shall be responsible for administration and monitoring of the IP as per the relevant laws.



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)* _____




EMPLOYER

BIDDER/REPRESENTATIVE

CID: 11105003940

CID:

Witness: 

Witness: _____

Name: Sushmita Gurung

Name:

CID: 11202000242

CID:



PRICE SCHEDULE: Used Oils

SN	Oil	Location	UoM	Qty.(approx.)	Unit Rate (BTN/INR) (in figures)	Unit Rate(BTN/INR) (in words)
1	Transformer Oil containing 209 liters per barrel (used)	THP	L	3553.00		
2	Transformer Oil containing 209 liters per barrel (used)	CHP	L	16,511.00		
3	Transformer Oil containing 209 liters per barrel (used)	KHP	L	11,760.00		
4	Transformer oil (Expired shelf life of the oil)		L	10,500.00		
5	Gear oil containing 209 liters per barrel (used)		L	664.84		
Total Amount (in figures):						
Total Amount (in words):						

