



དངུལ་རྩིས་ལྷན་ཁག།

ROYAL GOVERNMENT OF BHUTAN
MINISTRY OF FINANCE
TASHICHHO DZONG



MoF/PPPD-08/2010/2011/ 646

June 15, 2012

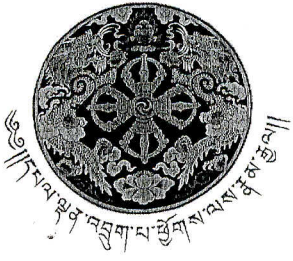
NOTIFICATION

Subject: Amendment 6 to the Procurement Rules and Regulations 2009 and the Standard Bidding Documents

The Ministry of Finance is pleased to inform that the following amendments have been made to the Procurement Rules and Regulations 2009. Accordingly amendments have been made to the Standard Bidding Documents. *The amendments are indicated in bold italics.*

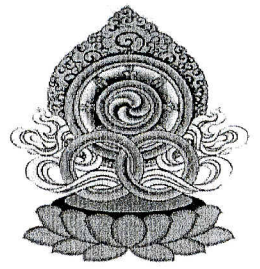
1. Procurement Rules and Regulations 2009 clause 6.1.1.3: Procuring Agencies shall as soon as possible notify bidders in writing of decisions reached concerning the award of the contract. *Such notifications shall also be published on the Procuring Agencies website and the PPPD website within 15 days after the date of the award of decision.* That notification shall include:
 - a. The name of successful bidder
 - b. The date of the award of decision
 - c. The price to be paid for the goods, works or services.
2. Amend ITB 1 in SBD Goods and SBD Works as Scope of Bid *and Source of Funds* and add new clause as ITB 1.3 on Source of funds as: *The Employer as defined in Section II, Bidding Data Sheet (BDS) has received a budget from RGoB towards the cost of the Project defined in BDS and intends to apply a part of the funds to cover eligible payments under the contract for this works.*
3. Amend SBD Goods ITB 18.1 as: The unit rates and prices shall be quoted by the Bidder entirely in Ngultrum (Nu). Foreign currency requirements shall be indicated and shall be payable at the option of the Bidder in up to three foreign currencies. *In case of International procurement, bidders may express the unit rates and prices in fully convertible currency. If the bidders wish to be paid in a combination of amounts in different currencies, it may quote its price accordingly up to three foreign currencies.*
4. The following clause in the PRR is deleted and shall not apply.
PRR 5.3.5.12 During the opening, bids shall be rejected only if the bid security is not in accordance with Instruction to Bidders (ITB), non-submission of complete Bid Forms with signature and non- signing of Bill of Quantities (BOQ).

However bids shall become non responsive on these grounds during the examination of bids and determination of responsiveness.



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SBD Goods ITB (30.40) is amended as: All other envelopes shall be opened one at a time. The Bidders' names, the Bid prices, the total amount of each Bid and of any alternative Bid (if alternatives have been requested or permitted), any discounts, Bid withdrawals, substitutions or modifications, the presence or absence of Bid Security, responses to any Bidding Documents addenda, and such other details as the Purchaser may consider appropriate shall be announced by the Purchaser at the Bid Opening. This information also shall be written on a notice board for the public to copy. Any Bid price, discount or alternative Bid price not announced and recorded shall not be taken into account in Bid evaluation. No Bid shall be rejected at Bid Opening except for late Bids pursuant to ITB Clause 28. ~~Non-signing of Bid Submission Sheet and Price Schedules, and Bid Security not in accordance with ITB 24.~~ Substitution Bids and modifications submitted pursuant to ITB Clause 29 that are not opened and read out at Bid Opening shall not be considered for further evaluation regardless of the circumstances. Late, withdrawn and substituted Bids shall be returned unopened to Bidders.

SBD Works ITB 23.3 is amended as: No Bid shall be rejected at Bid opening except for late Bids pursuant to ITB Clause 21, ~~non-submission of completed bid form with signature, non-signing of IP and BOQ and insufficient Bid security.~~ Substitution Bids and modifications submitted pursuant to ITB Clause 22 that are not opened and read out at Bid opening shall not be considered for further evaluation regardless of the circumstances. Late, withdrawn and substituted Bids shall be returned unopened to Bidders. the BDS, denominated in the type and proportions of currencies in the Letter of Acceptance and in accordance with the GCC.

5. SBD Works GCC 43.1 is amended as: Payments shall be adjusted for deductions for advance payments, taxes, retention money and any other dues.. The Employer shall pay the Contractor within 30 working days from the date of receipt of correct and verified bills/invoices in complete form by the Finance Section. ~~If the bill is incomplete it has to be returned within 7 days after receipt.~~
6. SBD Works GCC 61.1 is amended as: ~~If the contract is terminated by the Employer because of the contractors default, then, the contractor shall not be allowed to remove any materials on the Site, Plant, and Temporary Works until the matter is amicably resolved.~~ All materials on the Site, Plant, Equipment, Temporary Works and Works are deemed to be the property of the Employer if the Contract is terminated because of a Contractors default.
7. SBD Works GCC 48.2 is amended as: ~~On completion of the whole of the Works, half the total amount retained shall be repaid to the Contractor and half when the Defects liability period has passed and the Engineer has certified that all defects notified by the Engineer to the Contractor before the end of this period have been corrected.~~ money may



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8. ~~be substituted by an unconditional bank guarantee issued by a reputable financial institution acceptable to the Employer. In the case of contracts beyond duration of 12 months, substitution of retention money by such a bank guarantee may be allowed on completion of 50% of the value of the contract and duly certified by the Project Manager. The bank guarantee shall be valid until the issue of a No Defects Liability Certificate by the Employer after the end of the Defects Liability Period and subject to the certification by the Project Manager that all defects notified by the Project Manager to the Contractor have been rectified to his satisfaction before the end of this period. If the Contractor fails to remedy any reported defect within the Defect Liability Period, the Employer shall withhold the payment of realize claims from the bank guarantee of an amount which in the opinion of the Employer represents the cost of the defect to be remedied.~~

In addition to the above, GCC 48.3 is inserted as a new clause: ***On completion of the whole of the works, the contractor may substitute the balance half of retention money by an unconditional bank guarantee.*** In the case of contracts beyond duration of 12 months, substitution of retention money by such a bank guarantee may be allowed on completion of 50% of the value of the contract and duly certified by the Project Manager. The bank guarantee shall be valid until the issue of a No Defects Liability Certificate by the Employer after the end of the Defects Liability Period and subject to the certification by the Project Manager that all defects notified by the Project Manager to the Contractor have been rectified to his satisfaction before the end of this period. If the Contractor fails to remedy any reported defect within the Defect Liability Period, the Employer shall withhold the payment or realize claims from the bank guarantee of an amount which in the opinion of the Employer represents the cost of the defect to be remedied.

The above amendments to the Procurement Rules and Regulations 2009 will come into effect from 1st July 2012.

In addition to the above amendments, the Ministry of Finance is pleased to issue Procurement Guidelines - July 2012 which will come into effect from 1st July 2012.

For further clarification, please contact the Public Procurement Policy Division, Ministry of Finance at 02336962.



(Lam Dorji)
Secretary

Copy to: All Ministries/Autonomous Bodies/Dzongkhags