
STANDARD BIDDING DOCUMENTS

Procurement of Goods



Royal Government of Bhutan
DZOPNGKHAG ADMINISTRATION
ZHEMGANG

Preface

This Standard Bidding Document for the Procurement of Goods have been prepared by the Ministry of Finance to be used for the Procurement of Goods through National and International Competitive Bidding in projects that are financed in whole or in part by the Royal Government of Bhutan (RGoB). It should be used in conjunction with the Procurement Rules and Regulations 2009. This document will come into effect from 1st April, 2009.

Those wishing to submit comments or questions on these Bidding Documents or to obtain additional information on procurement under RGoB-financed projects are encouraged to contact:

Public Procurement Policy Division
Ministry of Finance
Royal Government of Bhutan

Bidding Documents for [Vehicle Spare parts, Tyre and Tube]

Procuring Agency [Dzongkhag Administration,Zhemgang]

Standard Bidding Documents

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Section I. Instructions to Bidders

General

- 1 Scope of Bid and Source Funds
- 1.1 The Purchaser, as indicated in the Bid Data Sheet (BDS), issues these Bidding Documents for the supply of Goods and Related Services incidental thereto as specified in Section VI, Schedule of Supply. The name, identification number, and number of lots within this procurement are provided in the BDS
- 1.2 Throughout these Bidding Documents:
- (a) the term “in writing” means communicated in written form (eg by mail, electronic mail, fax, telex) with proof of receipt;
 - (b) if the context so requires, “singular” means plural” and vice versa; and
 - (c) “day” means calendar day.
- 1.3 The Employer as defined in section II, Bidding Data Sheet (BDS) has received a budget from RGoB towards the cost of the Goods defined in the BDS and intends to apply a part of the funds to cover eligible payments under this contract.
- 2 Fraud and Corruption
- 2.1 It is RGoB policy to require that Purchasers, Bidders, Suppliers, Contractors and their Subcontractors observe the highest standards of ethics during the procurement and execution of contracts.¹ In pursuance of this policy, the RGoB:
- (a) defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) “Corrupt practice”² is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value³ to influence improperly the actions of another party;
 - (ii) “Fraudulent practice”⁴ is any intentional act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
 - (iii) “Collusive practice”⁵ is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
 - (iv) “Coercive practice”⁶ is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
 - (v) "Obstructive practice" is
 - (aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order materially to impede any investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of

¹ In this context, any action taken by a Bidder, Supplier, Contractor or a Subcontractor to influence the procurement process or contract execution for undue advantage is improper.

² “another party” refers to a public official acting in relation to the procurement process or contract execution. In this context, “public official” includes staff and employees of any organizations (including any institutions providing finance for the Goods) taking or reviewing procurement decisions.

³ “anything of value” includes, but is not limited to, any gift, loan, fee, commission, valuable security or other asset or interest in an asset; any office, employment or contract; any payment, discharge or liquidation of any loan, obligation or other liability whatsoever, whether in whole or in part; any other services, favour or advantage, including protection from any penalty or disability incurred or apprehended or from any action or proceeding of a disciplinary or penal nature, whether or not already instituted and including the exercise or the forbearance from the exercise of any right or any official power or duty.

⁴ a “party” refers to a public official; the terms “benefit” and “obligation” relate to the procurement process or contract execution; and the “act or omission” is intended to influence the procurement process or contract execution.

⁵ “parties” refers to participants in the procurement process (including public officials) and an “improper purpose” includes attempting to establish bid prices at artificial, non competitive levels.

⁶ a “party” refers to a participant in the procurement process or contract execution.

matters relevant to the investigation or from pursuing the investigation; or

- (bb) acts intended materially to impede the exercise of the inspection and audit rights of the Purchaser or any organization or person appointed by the Purchaser and/or any relevant RGoB agency provided for under ITB Sub-Clause 2.1 (d) below.

- (b) will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the contract in question;
 - (c) will sanction a firm or individual, including declaring them ineligible, either indefinitely or for a stated period of time, to be awarded an RGoB-financed contract if it at any time determines that they have, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for, or in executing, an RGoB-financed contract;
 - (d) will have the right to require that a provision be included in Bidding Documents and in contracts financed by the RGoB, requiring Bidders, Suppliers, Contractors and their Subcontractors to permit the Purchaser, any organization or person appointed by the Purchaser and/or any relevant RGoB agency to inspect their accounts and records and other documents relating to their Bid submission and contract performance and to have them audited by auditors appointed by the Purchaser;
 - (e) requires that Bidders, as a condition of admission to eligibility, execute and attach to their bids an Integrity Pact Statement in the form provided in Section IV, Bidding Forms as specified in the BDS. Failure to provide a duly executed Integrity Pact Statement may result in disqualification of the Bid; and
 - (f) will report any case of corrupt, fraudulent, collusive, coercive or obstructive practice to the relevant RGoB agencies, including but not limited to the Anti-corruption Commission (ACC) of Bhutan, for necessary action in accordance with the statutes and provisions of the relevant agency.

- .2 Furthermore, Bidders shall be aware of the provision stated in Sub-Clause 36.1 (a) (iii) of the General Conditions of Contract.

3 Eligible Bidders

- 3.1 A Bidder, and all parties constituting the Bidder, may have the nationality of any country, subject to the restrictions specified in Section V, Eligible Countries. A Bidder shall be deemed to have the nationality of a country if the Bidder is a citizen or is constituted, incorporated, or registered and operates in conformity with the provisions of the laws of that country. This criterion shall also apply to the determination of the nationality of proposed subcontractors or suppliers for any part of the Contract including Related Services.
- 3.2 A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. Bidders may be considered to have a conflict of interest with one or more parties in this bidding process if they:
 - (a) are associated, or have been associated in the past, with a firm or any of its affiliates which has been engaged by the Purchaser to provide consulting services for the preparation of the design, specifications and/or other documents to be used for the procurement of the Goods to be purchased pursuant to these Bidding Documents, or
 - (b) **submit more than one Bid in this bidding process, except for alternative offers permitted under ITB Clause 15. However, this does not limit the participation of subcontractors in more than one Bid.**
 - (c) **employ or otherwise engage, either directly or through any of their affiliates, a spouse, dependent or close relative of a public servant of the RGoB who either is employed by the Purchaser or has an authority over it. For the purposes of this**

Sub-Clause a close relative is defined as immediate family which includes father, mother, brother, sister, spouse and own children.

- 3.3 Government-owned enterprises in Bhutan shall be eligible only if they can establish that they (i) are legally and financially autonomous, (ii) operate under commercial law, and (iii) are not a dependent agency (directly or indirectly) of the Purchaser.
- 3.4 A Bidder that is under a declaration of ineligibility pursuant to ITB Sub-Clause 2.1 (c) shall not be eligible to participate in this bidding process in any capacity.
- 3.5 Bidders shall provide such evidence of their continued eligibility satisfactory to the Purchaser as the Purchaser shall reasonably request.
- 4 Exclusion of Bidders
- 4.1 A Bidder shall be excluded from participating in this bidding process under the following circumstances:
- (a) as a matter of law or official regulation, RGoB prohibits commercial relations with the country in which the Bidder is constituted, incorporated or registered; or
 - (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, RGoB prohibits (i) any import of Goods or contracting of Services from the country in which the Bidder is constituted, incorporated or registered or (ii) any payments to persons or entities in that country; or
 - (c) he is insolvent or is in receivership or is a bankrupt or is in the process of being wound up; or has entered into an arrangement with creditors; or
 - (d) his affairs are being administered by a court, judicial officer or appointed liquidator; or
 - (e) he has suspended business or is in any analogous situation arising from similar procedures under the laws and regulations of his country of establishment; or
 - (f) he has been found guilty of professional misconduct by a recognized tribunal or professional body; or
 - (g) he has not fulfilled his obligations with regard to the payment of taxes, social security or other payments due in accordance with the laws of the country in which he is established or of the Kingdom of Bhutan; or
 - (h) he is guilty of serious misrepresentation in supplying information in his tender; or
 - (i) he has been convicted for fraud and/or corruption by a competent authority; or
 - (j) he has not fulfilled any of his contractual obligations with the Purchaser in the past.
 - (k) he has been debarred from participation in public procurement by any competent authority as per law.
5. Eligible Goods and Related Services
- 5.1 All the Goods and Related Services to be supplied under the Contract may have their origin in any country in accordance with Section V, Eligible Countries.
- 5.2 For the purposes of this Clause, the term "Goods" includes commodities, raw material, machinery, equipment and industrial plants; and "Related Services" includes services such as insurance, installation, training, and initial maintenance.
- 5.3 The term "origin" means the country where the Goods have been mined, grown, cultivated, produced, manufactured or processed; or, through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.

Contents of Bidding Documents

6. Parts of Bidding Documents
- 6.1 The Bidding Documents consist of Parts 1, 2 and 3, which include all the Sections indicated below, and should be read in conjunction with any Addenda issued in accordance with ITB Clause 9.

PART 1 Bidding Procedures

- Section I. Instructions to Bidders (ITB)
- Section II. Bid Data Sheet (BDS)
- Section III. Evaluation and Qualification Criteria

- Section IV. Bidding Forms
- Section V. Eligible Countries

PART 2 Supply Requirements

- Section VI. Schedule of Supply

PART 3 Contract

- Section VII. General Conditions of Contract (GCC)
 - Section VIII. Special Conditions of Contract (SCC)
 - Section IX. Contract Forms
7. General Information
- 7.1 The Invitation for Bids issued by the Purchaser is not part of the Bidding Documents.
- 7.2 The Purchaser is not responsible for the completeness of the Bidding Documents and their addenda, if any, if these were not obtained directly from the Purchaser.
- 7.3 The Bidder is expected to examine all instructions, forms, terms and specifications in the Bidding Documents. Failure to furnish all information or documentation required by the Bidding Documents may result in the rejection of the Bid.
8. Clarification of Bidding Documents
- 8.1 Bidders shall not be allowed to seek any clarification of the Bidding Documents in person or by telephone or other verbal means.
- 8.2 A prospective Bidder requiring any clarification of the Bidding Documents shall notify the same to the Purchaser in writing at the Purchaser's address specified in the BDS;
- 8.3 The Purchaser shall respond in writing to any such request for clarification, provided that it is received no later than fifteen (15) days prior to the deadline for submission of Bids. Copies of the Purchaser's response shall be forwarded to all those who have acquired the Bidding Documents directly from the Purchaser, including a description of the enquiry without disclosing the name of the Bidder(s) seeking clarification. Should the Purchaser deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure under ITB Clause 9 and ITB Sub-Clause 27.2; and
- 8.4 A pre-bid meeting shall be conducted only if strictly necessary to clarify doubts and concerns of the Bidders prior to submission of Bids. Minutes of the pre-bid meeting shall be circulated to all Bidders that have purchased Bidding Documents.
9. Amendment of Bidding Documents
- 9.1 At any time prior to the deadline for submission of Bids the Purchaser may amend the Bidding Documents by issuing an addendum. This may be done either on the Purchaser's own initiative or in response to a clarification request from a prospective Bidder.
- 9.2 Any addendum thus issued shall be part of the Bidding Documents and shall be communicated in writing to all who have obtained the Bidding Documents directly from the Purchaser. Such addendum shall be binding on the prospective Bidders, and shall require that prospective Bidders confirm receipt of it before the time established for the opening of Bids;
- 9.3 The Purchaser may, at its discretion, extend the deadline for submission of Bids pursuant to ITB Sub-Clause 27.2 to allow prospective Bidders reasonable time in which to take the addendum into account in preparation of their Bids.
- Preparation of Bids*
10. Cost of Bidding 10.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Purchaser shall not be responsible or liable for those costs, regardless of the conduct or outcome of the Bidding process.
11. Language of Bid 11.1 The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Purchaser, shall be written in the language specified in the BDS. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language

specified in the BDS, in which case, for the purposes of interpretation of the Bid, such translation shall govern.

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| 12. Documents
Comprising
the Bid | 12.1 | <p>The Bid shall comprise the following:</p> <ul style="list-style-type: none"> (a) Bid Submission Sheet and the applicable Price Schedules in accordance with ITB Clauses 13, 14, 16 and 18; (b) Bid Security, in accordance with ITB Clause 24; (c) Written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB Clause 25; (d) Documentary evidence in accordance with ITB Clause 19 establishing the Bidder's eligibility to bid; (e) Documentary evidence in accordance with ITB Clause 20 that the Goods and Related Services to be supplied by the Bidder are of eligible origin; (f) Documentary evidence in accordance with ITB Clauses 21 and 33 that the Goods and Related Services conform to the Bidding Documents; (g) Documentary evidence in accordance with ITB Clause 22 establishing the Bidder's qualifications to perform the contract if its Bid is accepted; (h) Alternative Bids, if permissible, in accordance with ITB Clause 15; (i) Documentary evidence or certified statements that the Bidder is not in any of the exclusion categories stipulated in ITB Sub-Clause 4.1; (j) Integrity Pact Statement, in accordance with ITB Sub-Clause 2.1 (e) as specified in BDS; and (k) Any other document required in the BDS. |
| 13. Bid
Submission
Sheet | 13.1 | <p>The Bidder shall submit the Bid Submission Sheet using the form furnished in Section IV, Bidding Forms. This form must be completed without any alterations to its format, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.</p> |
| 14. Price
Schedules | 14.1 | <p>The Bidder shall submit the Price Schedules for Goods and Related Services, according to their origin as appropriate, using the forms furnished in Section IV, Bidding Forms.</p> |
| 15. Alternative
Bids | 15.1 | <p>Unless otherwise indicated in the BDS alternative Bids shall not be considered.</p> |
| 16. Bid Prices
and
Discounts | 16.1 | <p>The prices and discounts quoted by the Bidder in the Bid Submission Sheet and in the Price Schedules shall conform to the requirements specified below.</p> |
| | 16.2 | <p>All lots and items in the Schedule of Supply must be listed and priced separately in the Price Schedules.</p> |
| | 16.3 | <p>The price to be quoted in the Bid Submission Sheet shall be the total price of the Bid excluding any discounts offered.</p> |
| | 16.4 | <p>The Bidder shall quote any unconditional discounts and the methodology for their application in the Bid Submission Sheet.</p> |
| | 16.5 | <p>The terms EXW, CIF, CIP and other similar terms shall be governed by the rules prescribed in the current edition of Incoterms, published by The International Chamber of</p> |

Commerce as specified in the BDS.

16.6 Unless otherwise stated in the BDS, Prices shall be quoted inclusive of all applicable taxes and levies, insurance, transportation, handling costs and any other associated cost to fulfill the contractual obligations, as specified in the Price Schedule forms for Goods and related services included in Section IV Bidding Forms. However to avail margin of preference, prices shall be quoted as specified in the Price Schedule for Goods Manufactured in Bhutan in section IV Bidding Forms.. The disaggregation of price components shall be solely for the purpose of facilitating the comparison of Bids by the Purchaser. This shall not in any way limit the Purchaser's right to contract on any of the terms offered. In quoting prices the Bidder shall be free to use transportation through carriers registered in any eligible country, in accordance with Section V, Eligible Countries. Similarly, the Bidder may obtain insurance services from any eligible country in accordance with Section V, Eligible Countries. Prices shall be entered in the following manner:

- (a) For goods manufactured in Bhutan:
 - (i) the price of the Goods quoted EXW (ex works, ex factory, ex warehouse, ex showroom, or off-the-shelf, as applicable), including all Customs duties and sales and other taxes already paid or payable on the components and raw material used in the manufacture or assembly of the Goods;
 - (ii) any Bhutan sales and other taxes which will be payable on the Goods if the contract is awarded to the Bidder; and
 - (iii) the price for inland transportation, insurance and other local services required to deliver the Goods to their final destination (Project Site) specified in the BDS.
- (b) for Related Services, other than inland transportation and other services required to convey the Goods to their final destination, whenever such Related Services are specified in the Schedule of Supply:
 - (i) the price of each item comprising the Related Services (inclusive of any applicable taxes).

16.7 If so indicated in ITB Sub-Clause 1.1, Bids are being invited for individual items, lots or packages. Unless otherwise indicated in the BDS, prices quoted shall correspond to one hundred percent (100%) of the items specified for each lot and to one hundred percent (100%) of the quantities for each item of a lot. Bidders wishing to offer any price reduction (discount) for the award of more than one Contract shall specify in their Bid the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Price reductions or discounts shall be submitted in accordance with ITB Sub-Clause 16.4, provided the Bids for all lots are submitted and opened at the same time.

17. Price Variation 17.1 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account, unless otherwise specified in the BDS. A Bid submitted with an adjustable price quotation shall be treated as non-responsive and shall be rejected pursuant to ITB Clause 33 unless adjustable price quotations are permitted by the BDS. If, in accordance with the BDS, prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract, a Bid submitted with a fixed price quotation shall not be rejected, but the price adjustment shall be treated as zero.

18. Currencies of Bid 18.1 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.

18.2 The rates of exchange to be used in arriving at the local currency equivalent shall be the

selling rates for similar transactions established by RMA on the day of bid opening. These exchange rates shall apply for all payments so that no exchange risk shall be borne by the Bidder.

18.3 Bids shall be evaluated as quoted in Ngultrum (NU) in accordance with ITB Sub-Clause 18.1, unless a Bidder has used different exchange rates than those prescribed in ITB Sub-Clause 18.2, in which case the Bid shall be first converted into the amounts payable in different currencies using the rates quoted in the Bid and then reconverted to Ngultrum (NU) using the exchange rates prescribed in ITB Sub-Clause 18.2.

18.4 Bidders shall indicate details of their expected foreign currency requirements in the Bid.

18.5 Bidders may be required by the Employer to clarify their foreign currency requirements and to substantiate that the amounts included in the rates and prices if required in the BDS, are reasonable and responsive to ITB Sub-Clause 18.1.

18.6 In case of International Procurement from countries other than India, the procuring agency may invite bids in convertible currencies. The bids shall however, be evaluated in accordance with Sub-Clause 18.3 above, but the payment shall be made in the currency of bid.

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| 19. Documents Establishing the Eligibility of the Bidder | 21.1 To establish their eligibility in accordance with ITB Clause 3, Bidders shall complete the Bid Submission Sheet included in Section IV, Bidding Forms. |
| 20. Documents Establishing the Eligibility of the Goods and Related Services | 20.1 To establish the eligibility of the Goods and Related Services in accordance with ITB Clause 5, Bidders shall complete the country of origin declarations in the Price Schedule Forms included in Section IV, Bidding Forms. |
| 21. Documents Establishing the Conformity of the Goods and Related Services | <p>21.1 To establish the conformity of the Goods and Related Services to the Bidding Documents, the Bidder shall furnish as part of its Bid documentary evidence that the Goods conform to the technical specifications and standards specified in Section VI, Schedule of Supply.</p> <p>21.2 The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item by item description of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to the technical specifications and, if applicable, a statement of deviations and exceptions to the provisions of the Schedule of Supply.</p> <p>21.3 The Bidder shall also furnish a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods during the period specified in the BDS following commencement of the use of the Goods by the Purchaser.</p> <p>21.4 Standards for workmanship, process, material and equipment, as well as references to brand names or catalogue numbers specified by the Purchaser in the Schedule of Supply, are intended to be descriptive only and not restrictive. The Bidder may offer other standards of quality, brand names and/or catalogue numbers, provided that it demonstrates to the Purchaser's satisfaction that the substitutions ensure equivalence or are superior to those specified in the Schedule of Supply.</p> |
| 22. Documents Establishing the | 22.1 The documentary evidence of the Bidder's qualifications to perform the contract if its Bid is accepted shall establish to the Purchaser's satisfaction: |

Qualifications of the Bidder	<p>(a) that, if required by the BDS, a Bidder that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer's Authorization using the form included in Section IV, Bidding Forms to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in Bhutan;</p> <p>(b) that, if required in the BDS, in the case of a Bidder not doing business within Bhutan, the Bidder is or will be (if awarded the Contract) represented by an agent in Bhutan equipped and able to carry out the Supplier's maintenance, repair and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications;</p> <p>(c) that Bids submitted by a Joint Venture, Consortium or Association (JV/C/A) of two or more firms as partners comply with the following requirements:</p> <ul style="list-style-type: none"> (i) the Bid is signed so as to be legally binding on all partners; (ii) all partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms; (iii) one of the partners is nominated as being in charge, authorized to incur liabilities, and to receive instructions for and on behalf of any and all partners of the JV/C/A; (iv) the execution of the entire Contract, including payment, shall be done exclusively with the partner in charge; and (v) a copy of the JV/C/A Agreement entered into by the partners is submitted with the Bid; or a Letter of Intent to execute a JV/C/A Agreement in the event of a successful Bid is signed by all partners and submitted with the Bid, together with a copy of the proposed Agreement. <p>(d) that the Bidder meets each of the qualification criteria specified in Section III, Evaluation and Qualification Criteria.</p>
23. Period of Validity of Bids	<p>23.1 Bids shall remain valid for the period specified in the BDS from the Bid submission deadline prescribed by the Purchaser. A Bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.</p> <p>23.2 In exceptional circumstances, prior to expiry of the Bid validity period, the Purchaser 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 also be extended for a corresponding period. A Bidder may refuse the request to extend the validity of its Bid without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its Bid, except as provided in ITB Sub-Clause 23.3</p> <p>23.3 In the case of fixed price contracts, if the award is delayed by a period exceeding sixty (60) days beyond the expiry of the initial Bid validity, the Contract price shall be adjusted as specified in the request for extension. Bid evaluation shall be based on the Bid Price without taking into consideration the above correction.</p>
24. Bid Security	<p>24.1 The Bidder shall furnish, as part of its Bid, a Bid Security in original form, denominated in Ngultrum or a freely convertible currency and in the amount specified in the BDS.</p> <p>24.2 The Bid Security shall:</p> <ul style="list-style-type: none"> (a) at the Bidder's option, be in any of the following forms: <ul style="list-style-type: none"> (i) an Unconditional Bank Guarantee; or (ii) a Banker's Certified Cheque/Cash Warrant; or (iii) a Demand Draft; (b) be issued by a financial institution in Bhutan acceptable to the Purchaser and selected by the Bidder. If the institution issuing the Bid Security is located outside Bhutan it shall have a correspondent financial institution located in Bhutan to make the Bid Security enforceable.

- (c) in the case of a bank guarantee, be substantially in accordance with the form of Bid Security included in Section IV, Bidding Forms, or other form approved by the Purchaser prior to Bid submission;
- (d) be promptly payable upon written demand by the Purchaser in case any of the conditions listed in ITB Sub-Clause 24.6 are invoked;
- (e) be submitted in its original form; copies shall not be accepted;
- (f) remain valid for a period of thirty (30) days beyond the end of the validity period of the Bid, as extended, if applicable, in accordance with ITB Sub-Clause 23.2.

24.3 Any Bid not accompanied by a responsive Bid Security shall be rejected by the Purchaser as non-responsive.

24.4 The Bid Securities of unsuccessful Bidders shall be discharged/returned as promptly as possible upon award of contract, but in any event not later than thirty (30) days after the expiration of the period of bid validity prescribed by the procuring agency and the successful Bidder furnishing the Performance Security pursuant to ITB Clause 47.

24.5 The Bid Security of the successful Bidder shall be returned as promptly as possible after the successful Bidder has signed the Contract and furnished the required Performance Security.

24.6 The Bid Security shall be forfeited:

- (a) **if a Bidder withdraws its Bid during the period of Bid validity specified by the Bidder on the Bid Submission Sheet, except as provided in ITB Sub-Clause 23.2;**
or
- (b) **if the successful Bidder fails to:**
 - (i) sign the Contract in accordance with ITB Clause 46;
 - (ii) furnish a Performance Security in accordance with ITB Clause 47; or
 - (iii) accept the correction of its Bid Price pursuant to ITB Sub-Clause 34.4

24.7 The Bid Security of a JV/C/A must be in the name of the JV/C/A that submits the Bid. If the JV/C/A has not been legally constituted at the time of bidding the Bid Security shall be in the names of all future partners as named in the letter of intent.

25. Format and Signing of Bid 25.1 The Bidder shall prepare ONE Original of the documents comprising the Bid as described in ITB Clause 12 and clearly mark it "ORIGINAL." In addition, the Bidder shall submit copies of the Bid, in the number specified in the BDS, and clearly mark them "COPY." In the event of any discrepancy between the original and the copies, the original shall prevail.

25.2 The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder.

25.3 Any interlineations, erasures or overwriting shall be valid only if they are signed or initialed by the person signing the Bid.

Submission and Opening of Bids

26. Submission, Sealing and Marking of Bids 26.1 Bids shall be delivered by hand, courier or registered post. The Bidder shall seal the original of the Bid and the number of copies stipulated in the BDS, including alternative Bids if permitted in accordance with ITB Clause 15, in separate inner envelopes contained within one outer envelope. All envelopes shall be sealed with adhesive or other sealant to prevent reopening.

26.2 The inner envelopes shall:

- (a) be signed across their seals by the person authorized to sign the Bid on behalf of the Bidder; and
- (b) be marked "ORIGINAL", "ALTERNATIVE" (if any) and "COPIES";

26.3 The outer envelope shall:

- (a) be marked “Confidential”;
- (b) be addressed to the Purchaser at the address⁷ provided in the BDS;
- (c) bear the name and identification number of the Contract as defined in the BDS; and
- (d) provide a warning not to open before the specified time and date for Bid Opening as defined in the BDS.

26.4 In addition to the identification required in ITB Sub-Clause 26.2, the inner envelopes shall indicate the name and address of the Bidder, to enable the Bid to be returned unopened in case it is declared late pursuant to ITB Clause 28.

26.5 If the outer envelope is not sealed and marked as above, the Purchaser shall assume no responsibility for the misplacement or premature opening of the Bid.

26.6 In the Two-Stage Process, Bidders shall be advised to submit only the technical proposal in the first stage. In the second stage, Bidders shall be requested to submit both their technical proposals as modified and agreed with the Purchaser and the financial proposals based on the modified technical proposal simultaneously in two separate sealed envelopes.

26.7 When so specified in the BDS Bidders shall have the option of submitting their Bids electronically. Bidders submitting Bids electronically shall follow the procedures specified in the BDS.

27. Deadline for Submission of Bids

27.1 Bids shall be delivered by hand, courier or registered post to the Purchaser at the address and no later than the date and time indicated in the BDS.

27.2 The Purchaser may, at its discretion, extend the deadline for the submission of Bids by amending the Bidding Documents in accordance with ITB Clause 9, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

28. Late Bids

28.1 The Purchaser shall not consider any Bid that arrives after the deadline for submission of Bids. Any Bid received by the Purchaser after the deadline for submission of Bids shall be declared late, rejected, and returned unopened to the Bidder.

29. Withdrawal, Substitution and Modification of Bids

29.1 A Bidder may withdraw, substitute or modify its Bid after it has been submitted by sending a written notice in accordance with ITB Clause 26, duly signed by an authorized representative, and shall include a copy of the authorization (the power of attorney) in accordance with ITB Sub-Clause 25.2, (except that withdrawal notices do not require copies). The corresponding substitution or modification of the Bid must accompany the respective written notice. All notices must be:

- (a) **submitted in accordance with ITB Clauses 25 and 26 (except that withdrawal notices do not require copies) and, in addition, the respective envelopes shall be clearly marked “WITHDRAWAL”, “SUBSTITUTION” or “MODIFICATION;” and**
- (b) **received by the Purchaser prior to the deadline prescribed for submission of Bids, in accordance with ITB Clause 27.**

29.2 Bids requested to be withdrawn in accordance with ITB Sub-Clause 29.1 shall be returned unopened to the Bidders.

29.3 No Bid may be withdrawn, substituted or modified in the interval between the deadline for submission of Bids and the expiry of the period of Bid validity specified by the Bidder on the Bid Submission Sheet or any extension thereof.

29.4 Withdrawal of a bid between the deadline for submission of bids and expiration of the period of bid validity specified in the BDS or as extended pursuant to Clause 23.1, may result in the forfeiture of the Bid Security pursuant to Clause 24.6. If the lowest or the lowest evaluated

⁷ The receiving address shall be an office that is staffed during normal working hours by personnel authorized to certify time and date of receipt and assure safe-keeping until Bid opening. A post office address is not to be used. The address must be the same as the receiving address described in the Invitation for Bids.

bidder withdraws his bid between the periods specified in this clause, the bid security of the bidder shall be forfeited and in addition, the bidder shall pay to the employer the positive difference of sum, if any, with the next lowest bidder within fourteen (14) days of his withdrawal. If the bidder fails to pay the difference within the said date, the bidder shall be debarred by a competent authority as per law. In the case of framework contracts, the bid security shall be forfeited and the supply of the particular item will be re-tendered.

30. Bid
Opening

- 30.1 The Purchaser shall conduct the Bid Opening in public, in the presence of Bidders' designated representatives who choose to attend, and at the address, date and time specified in the BDS. Any specific electronic Bid Opening procedures required if electronic bidding is permitted in accordance with ITB Sub-Clause 26.7 shall be as specified in the BDS.
- 30.2 Bidders, their representatives and other attendees at the Bid Opening shall not be permitted to approach any members of the Bid Opening Committee or any RGoB officials.
- 30.3 First, envelopes marked "WITHDRAWAL" shall be opened and read out and the envelope with the corresponding Bid shall not be opened, but shall be returned to the Bidder. No Bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at Bid Opening. Next, envelopes marked "SUBSTITUTION" shall be opened and read out and exchanged with the corresponding Bid being substituted. The substituted Bid shall not be opened, but shall be returned to the Bidder. No Bid substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at Bid Opening. Envelopes marked "MODIFICATION" shall be opened and read out with the corresponding Bid. No Bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Bid Opening. Only envelopes that are opened and read out at Bid Opening shall be considered further.
- 30.4 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. 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.
- 30.5 The Purchaser shall prepare a record of the Bid Opening, which shall include the information disclosed to those present in accordance with ITB Sub-Clause 30.4. The minutes shall include, as a minimum:
- (a) the Contract title and reference number;
 - (b) the Bid number;
 - (c) the Bid deadline date and time;
 - (d) the date, time and place of Bid Opening;
 - (e) Bid prices, per lot if applicable, offered by the Bidders, including any discounts and alternative offers;
 - (f) the presence or absence of Bid Security and, if present, its amount;
 - (g) the name and nationality of each Bidder, and whether there is a withdrawal, substitution or modification;
 - (h) the names of attendees at the Bid Opening, and of the Bidders they represent (if any);
 - (i) details of any complaints or other comments made by attendees/representatives attending

the Bid Opening, including the names and signatures of the attendees/representatives making the complaint(s) and/or comment(s); and

(j) the names, designations and signatures of the members of the Bid Opening Committee.

The Bidders' representatives and attendees who are present shall be requested to sign the record. The omission of a Bidder's or other attendee's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders.

Evaluation and Comparison of Bids

31. Confidentiality
- 31.1 Information relating to the examination, evaluation, comparison and postqualification of Bids, and recommendation of Contract Award, shall not be disclosed to Bidders or any other persons not officially concerned with such process until publication of the Contract Award.
- 31.2 Any effort by a Bidder to influence the Purchaser in the examination, evaluation, comparison and postqualification of the Bids or Contract Award decisions may result in the rejection of its Bid.
- 31.3 Notwithstanding ITB Sub-Clause 31.2, from the time of Bid Opening to the time of Contract Award, if any Bidder wishes to contact the Purchaser on any matter related to the bidding process, it should do so in writing.
32. Clarification of Bids
- 32.1 To assist in the examination, evaluation, comparison and postqualification of the Bids, the Purchaser may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder that is not in response to a request by the Purchaser shall not be considered. The Purchaser's request for clarification and the response shall be in writing. No change in the prices or substance of the Bid shall be sought, offered or permitted, except to confirm the correction of arithmetic errors discovered by the Purchaser in the evaluation of the Bids, in accordance with ITB Clause 34.
33. Responsiveness of Bids
- 33.1 The Purchaser's determination of a Bid's responsiveness shall be based on the contents of the Bid itself, and is to determine which of the Bids received are responsive and thereafter to compare the responsive Bids against each other to select the lowest evaluated Bid.
- 33.2 A substantially responsive Bid is one that conforms to all the terms, conditions and specifications of the Bidding Documents without material deviation, reservation or omission. A material deviation, reservation or omission is one that:
- (a) affects in any substantial way the scope, quality or performance of the Goods or Related Services required; or
 - (b) limits in any substantial way inconsistent with the Bidding Documents, the Purchaser's rights or the Bidder's obligations under the Contract; or
 - (c) if rectified would affect unfairly the competitive position of other Bidders presenting responsive Bids
- 33.3 If a Bid is not substantially responsive to the Bidding Documents it shall be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation or omission.
34. Nonconformities, Errors and Omissions
- 34.1 Provided that a Bid is substantially responsive, the Purchaser may waive any non-conformities or omissions in the Bid that do not constitute a material deviation.
- 34.2 Provided that a Bid is substantially responsive, the Purchaser may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.
- 34.3 Provided that the Bid is substantially responsive, the Purchaser shall correct arithmetical errors on the following basis:
- (a) **if there is a discrepancy between the unit price and the line item total that is**

obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected;

- (b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- (c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to ITB Sub-Clauses 34.3 (a) and (b) above.

34.4 If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be disqualified and its Bid Security shall be forfeited.

35. Preliminary Examination of Bids
- 35.1 The Purchaser shall examine the Bids to confirm that all documents and technical documentation requested in ITB Clause 12 have been provided, and to determine the completeness of each document submitted.
- 35.2 The Purchaser shall confirm that the following documents and information have been provided in the Bid. If any of these documents or information is missing, the offer shall be rejected.
- (a) **Bid Submission Sheet, in accordance with ITB Sub-Clause 12.1 (a);**
 - (b) **Price Schedules, in accordance with ITB Sub-Clause 12.1 (a);**
 - (c) Bid Security, in accordance with ITB Clause 24.
36. Examination of Terms and Conditions; Technical Evaluation
- 36.1 The Purchaser shall examine the Bid to confirm that all terms and conditions specified in the GCC and the SCC have been accepted by the Bidder without any material deviation or reservation.
- 36.2 The Purchaser shall evaluate the technical aspects of the Bid submitted in accordance with ITB Clause 21, to confirm that all requirements specified in Section VI, Schedule of Supply of the Bidding Documents have been met without any material deviation or reservation.
- 36.3 If, after the examination of the terms and conditions and the technical evaluation, the Purchaser determines that the Bid is not substantially responsive in accordance with ITB Clause 33, it shall reject the Bid.
37. Conversion to Single Currency
- 37.1 For evaluation and comparison purposes, the Purchaser shall convert all Bid prices expressed in amounts in various currencies into a single currency and using the exchange rates specified in the BDS.
38. Margin of Preference
- 38.1 A margin of preference may apply to domestic goods manufactured in Bhutan as provided for in the BDS. To avail a margin of preference, the bidder shall provide a value addition certificate from the Ministry of Economic Affairs.
39. Evaluation of Bids
- 39.1 The Purchaser shall evaluate each Bid that has been determined, up to this stage of the evaluation, to be substantially responsive.
- 39.2 To evaluate a Bid, the Purchaser shall only use all the factors, methodologies and criteria defined in this ITB Clause 39. No other criteria or methodology shall be permitted.
- 39.3 To evaluate a Bid, the Purchaser shall consider the following:
- (a) **evaluation shall be done for Items or Lots, as specified in the BDS;**
 - (b) **the Bid Price, as quoted in accordance with ITB Clause 16;**
 - (c) **price adjustment for correction of arithmetic errors in accordance with ITB Clause 34.3;**
 - (d) **price adjustment due to discounts offered in accordance with ITB Clause 16.4;**

- (e) **adjustments due to the application of the evaluation criteria specified in the BDS from amongst those set out in Section III, Evaluation and Qualification Criteria; and**
- (f) **adjustments due to the application of a margin of preference, in accordance with ITB Clause 38, if applicable.**

39.4 The Purchaser's evaluation of a Bid shall exclude and not take into account:

- (a) in the case of Goods manufactured in Bhutan, sales and other similar taxes which will be payable on the Goods if the Contract is awarded to the Bidder;
- (b) in the case of Goods manufactured outside Bhutan, already imported or to be imported, Customs duties and other import taxes levied on the imported Goods, sales and other similar taxes which will be payable on the Goods if the Contract is awarded to the Bidder; and

- (c) **any allowance for price adjustment during the period of execution of the Contract, if provided in the Bid.**

39.5 The Purchaser's evaluation of a Bid may require the consideration of other factors in addition to the Bid Price quoted in accordance with ITB Clause 16. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of Bids, unless otherwise specified in Section III, Evaluation and Qualification Criteria. The factors, criteria and the methodology of application shall be as specified in ITB Sub-Clause 39.3 (e).

39.6 If so specified in the BDS, these Bidding Documents shall allow Bidders to quote separate prices for one or more lots, and shall allow the Purchaser to award one or multiple lots to more than one Bidder. The methodology of evaluation to determine the lowest evaluated lot combinations is specified in Section III, Evaluation and Qualification Criteria.

40. Comparison of Bids 40.1 The Purchaser shall compare all substantially responsive Bids to determine the lowest evaluated Bid, in accordance with ITB Sub-Clause 39.

40.2 If the Bid price of the lowest evaluated Bid appears abnormally low and/or seriously unbalanced, the Purchaser may require the Bidder to produce written explanations of, justifications and detailed price analyses for any or all items offered. Such explanations may include, but are not limited to, details of the method by which the Goods and Related Services are to be provided, the technical solutions chosen, exceptionally favorable conditions available to the Bidder for the execution of the Contract, and the originality of the Goods proposed by the Bidder. After objective evaluation of the explanations, justifications and price analyses, if the Purchaser decides to accept the Bid with an abnormally low and/or seriously unbalanced price, the Purchaser shall require that the amount of the Performance Security stipulated in ITB Clause 47 be increased at the expense of the Bidder to a level sufficient to protect the Purchaser against financial loss in the event of default of the successful Bidder under the Contract.

41. Postqualification of the Bidder 41.1 The Purchaser shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated and substantially responsive Bid is qualified to perform the Contract satisfactorily.

41.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 22.

41.3 An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the Bid, in which event the Purchaser shall proceed to the next lowest evaluated Bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.

42. Purchaser's Right to Accept Any Bid, and to 42.1 The Purchaser reserves the right to accept or reject any Bid, and to annul the bidding process and reject all Bids at any time prior to Contract award, without thereby incurring any liability to Bidders.

Reject Any
or All Bids

F. Award of Contract

43. Award Criteria 43.1 The Purchaser shall award the Contract to the Bidder whose offer has been determined to be the lowest evaluated Bid and is substantially responsive to the Bidding Documents, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.
44. Purchaser's Right to Vary Quantities at Time of Award 44.1 At the time the Contract is awarded, the Purchaser reserves the right to increase or decrease the quantity of Goods and Related Services originally specified in Section VI, Schedule of Supply, provided this does not exceed the percentages indicated in the BDS, and without any change in the unit prices or other terms and conditions of the Bid and the Bidding Documents.
45. Letter of Intent to Award the Contract/Notification of Award of 45.1 The Employer shall notify the concerned Bidder whose bid has been selected in accordance with ITB 43 in writing (in the format in section IV-hereafter called the letter of Intent to award the contract) that the Employer has intention to accept its bid and the information regarding the name, address and amount of selected bidder shall be given to all other bidders who submitted the bid. Such notification should be communicated in writing, including by cable, facsimile, telex or electronic mail to all the bidders on the same day of dispatch. The Employer shall ensure that the same information is uploaded on their website on the same day of dispatch.
- 45.2 If no bidder submits an application pursuant to ITB 48 within a period of ten (10) days of the notice provided under ITB 45.1, prior to expiry of the period of Bid validity, the Purchaser shall notify the successful Bidder, in writing, that its Bid has been accepted.
- 45.3 Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.
- 45.4 Upon the successful Bidder furnishing the signed Contract Form and the Performance Security pursuant to ITB Clause 47 the Purchaser:
- (a) shall promptly notify each unsuccessful Bidder and discharge its Bid Security, pursuant to ITB Sub-Clause 24.4; and
 - (b) publish a notification of award on the Purchaser's website.
- 45.5 The notifications to all unsuccessful Bidders and the notification posted on the Purchaser's website shall include the following information:
- (a) the Bid and lot numbers;
 - (b) name of the winning Bidder, and the price it offered, as well as the duration and summary scope of the Contract awarded; and
 - (c) the date of the award decision.
- 45.6 After publication of the award, unsuccessful Bidders may request in writing to the Purchaser for a debriefing seeking explanations of the grounds on which their Bids were not selected. The Purchaser shall promptly respond in writing to any unsuccessful Bidder who, after publication of contract award, requests a debriefing.
46. Signing of Contract 46.1 At the same time as notifying the successful Bidder in writing that its Bid has been accepted the Purchaser shall send the successful Bidder the Contract Agreement and the Special Conditions of Contract.

- 46.2 Within fifteen (15) days of receipt of the Contract Agreement the successful Bidder shall sign, date and return it to the Purchaser.
- 46.3 Notwithstanding ITB Sub-Clause 46.2 above, in case signing of the Contract Agreement is prevented by any export restrictions attributable to the Purchaser, to Bhutan, or to the use of the products/ Goods, systems or services to be supplied, where such export restrictions arise from trade regulations from a country supplying those products/ Goods, systems or services, the Bidder shall not be bound by its Bid, always provided, however, that the Bidder can demonstrate to the satisfaction of the Purchaser that signing of the Contract Agreement has not been prevented by any lack of diligence on the part of the Bidder in completing any formalities, including applying for permits, authorizations and/or licenses necessary for the export of the products/ Goods, systems or services under the terms of the Contract.

- 47 Performance Security
- 47.1 Within fifteen (15) working days of the receipt of notification of award from the Purchaser, the Bidder shall submit the Performance Security in accordance with the GCC, using for that purpose any of the following security forms:
- (a) unconditional bank guarantee in the form provided for in Section IX, Contract Forms, or another form acceptable to the Purchaser, or
 - (b) banker's certified cheque/cash warrant, or
 - (c) demand draft.

47.2 If the Performance Security is provided by the successful Bidder in the form of a demand bank guarantee it shall be issued, at the Bidder's option, by a financial institution located in Bhutan.

47.3 Failure by the successful Bidder to submit the above-mentioned Performance Security or to sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event the Purchaser may award the Contract to the next lowest evaluated Bidder whose offer is substantially responsive and is determined by the Purchaser to be qualified to perform the Contract satisfactorily. Such a failure shall be considered as "withdrawal" and all relevant clauses shall apply.

48. Complaint and Review

48.1 If the Bidder has or is likely to suffer, loss or injury due to breach of a duty imposed on the Employer by the provisions of this bidding document, the Bidder shall submit the complaint in writing to the Employer within ten (10) days from the date of letter of intent to award the contract. In the first instance, the Bidder shall submit the complaint to the Employer.

48.2 The Bidder may appeal to the Independent Review Body only if the Procuring Entity has not delivered the decision within the specified time, or the complainant is not satisfied with the decision of the Employer.

Section II. Bid Data Sheet

A. Introduction	
ITB 1.1	The Purchaser is: <i>[Dzongkhag Administration, Zhemgang]</i>
ITB 1.1	The name, identification number and number of lots within this procurement are: <i>Maintenance of pool vehicles and supply of vehicle spare parts, Tyre and Tubes</i>
B. Bidding Documents	
ITB 8.2	For <u>clarification of Bid purposes</u> only, the Purchaser's address is: Attention: <i>[Procurement Officer]</i> Address: <i>[Dzongkhag Administration, Zhemgang <u>Bhutan</u>]</i> Facsimile number: <i>[03-741102(O) 17709163(M)]</i>
C. Preparation of Bids	
ITB 11.1	The language of the Bid is: <i>[<u>English</u>]</i>
ITB 12.1 (k)	The Bidder shall submit with its Bid the following additional documents: <i>1. Trade licence for Automobile workshop and supply of Tyre and Tube</i> <i>2. Valid tax clearance certificate.</i>
ITB 12.1 (j)	The bidders shall submit a signed Integrity Pact: <i>[no]</i>
ITB 15.1	Alternative Bids " <i>shall not be</i> " permitted.
ITB 16.5	The Incoterms edition is: <i>[<u>English</u>]</i>
ITB 16.6 (a) (iii), (b) (ii) and (c) (v)	The final destination (Project Site) is: <i>[Dzongkhag, Dungkha, Geogs and schools under Zhemgang Dzongkhag as per supply order].</i>
ITB 17.1	The prices quoted by the Bidder <i>["shall not"]</i> be adjustable. If prices shall be adjustable, the methodology is specified in Section III, Evaluation and Qualification Criteria.
ITB 18.1	The Bidder <i>["is"]</i> required to quote in Ngultrum (BTN) the portion of the Bid Price that corresponds to expenditures incurred in Ngultrum (BTN) in Bhutan.
ITB 21.3	The period of time for which the Goods are expected to be functioning (for the purpose of spare parts, special tools, etc) is <i>[12 month].</i>
ITB 22.1 (a)	Manufacturer's authorization <i>["is not"]</i> required.
ITB 22.1 (b)	After sales maintenance, repair, spare parts stocking and related services <i>["are"]</i> required, and the Bidder therefore (<i>"is"</i>) required to be represented by a suitably equipped and able agent in Bhutan.

ITB 23.1	The Bid validity period shall be <i>[60]</i> days.
ITB 24.1	The amount and currency of the Bid Security is <i>[lump sum Nu.35,000/Thirty five thousand only.</i>
D. Submission and Opening of Bids	
ITB 25.1 and 26.1	In addition to the original of the Bid, the number of copies is: <i>[one]</i> .
ITB 26.3 (d)	The name and identification number of the Contract is maintenance of pool vehicles and supply of <i>vehicle spare parts tire and tubes.</i>
ITB 26.3 (e)	The time and date for Bid Opening is <i>10.:30 AM]</i> Bhutan time on <i>19th July 2018</i>
ITB 26.7	Bidders <i>["shall not"]</i> have the option of submitting their Bids electronically.
ITB 27.1	For Bid submission purposes, the Purchaser's address is: Attention: <i>[Dasho Dzungdag]</i> <i>[Dzongkhag Administration, Zhemgang], Bhutan.</i> The deadline for the submission of Bids is: Date: <i>[19th July 2018]</i> Time: <i>[10:00 AM]</i> Bhutan Standard Time.
ITB 30.1	The Bid Opening shall take place at: Address: <i>[Dzongkhag OLD DT Hall], Bhutan.</i> Date: <i>[19th july 2018]</i> Time: <i>[10:30 AM]</i> Bhutan Standard Time. <i>]</i>
E. Evaluation and Comparison of Bids	
ITB 37.1	Bid prices expressed in different currencies shall be converted into Ngultrum (BTN). The source of exchange rates shall be the Royal Monetary Authority of Bhutan. The date for the exchange rates shall be the date of Bid Opening, as prescribed in ITB Sub-Clause 30.1.
ITB 38.1	A margin of five percent (5%) Domestic Preference <i>[not]</i> apply.

ITB 39.3 (a)	<p>Evaluation will be done for <i>[Items]</i></p> <p><i>Bids will be evaluated for each item and the Contract will comprise the item(s) awarded to the successful Bidder.</i></p>
ITB 39.3 (e)	<p>The adjustments shall be determined using the following criteria from amongst those set out in Section III, Evaluation and Qualification Criteria: <i>[refer to Schedule III, Evaluation and Qualification Criteria; insert complementary details if necessary]</i></p> <p>(a) Deviation in Delivery schedule: <i>[No. If Yes insert the adjustment factor]</i></p> <p>(b) Deviation in payment schedule: <i>[No. If Yes insert the adjustment factor]</i></p> <p>(c) The cost of major replacement components, mandatory spare parts, and service: <i>[No. If Yes, insert the methodology and criteria]</i></p> <p>(d) The availability in Bhutan of spare parts and after-sales services for the equipment offered in the Bid <i>[No. If Yes, insert the methodology and criteria]</i></p> <p>(e) The projected operating and maintenance costs during the life of the equipment <i>[No. If Yes, insert the methodology and criteria]</i></p> <p>(f) The performance and productivity of the equipment offered: <i>No. If Yes, insert the methodology and criteria]</i></p>
ITB 39.6	<p>Bidders [“shall not”] be allowed to quote separate prices and shall fill up the BOQ forms in original provided by the Dzongkag Administration without using extra forms or sheet. (Bidders are not allowed to edit or insert, didcription, specification, brand in BOQ.</p> <p>The technical specification is provided for school funitures for reference and quality during the time of supply)</p>
F. Award of Contract	
ITB 44.1	<p>The maximum percentage by which quantities may be increased is <u>[5]</u> %</p> <p>The maximum percentage by which quantities may be decreased is <u>[5]</u> %</p>

Section III. Evaluation and Qualification Criteria

1. Margin of Preference (ITB Clause 38)
2. Evaluation Criteria (ITB Sub-Clause 39.3 (e))
3. Multiple Contracts (ITB Sub-Clause 39.6)
4. Postqualification Requirements (ITB Sub-Clause 41.2)

1. Domestic Preference (ITB 38)

- 1.1 If the Bidding Data Sheet (BDS) so specifies, the purchaser may grant a margin of preference to goods manufactured in the Purchaser's country for the purpose of bid comparison, in accordance with the procedure outlined in subsequent paragraphs:
- 1.2 Bids will be classified in one of the three groups, as follows:
- a) Group A: Bids offering goods manufactured in Bhutan, for which (i) labour, raw materials and components form within the country account for more than thirty (30) percent of the EXW price; and (ii) the production facility in which they will be manufactured or assembled has been engaged in manufacturing or assembling such goods at least since the date of bid submission.
 - b) Group B: All other bids offering Goods manufactured in Bhutan
 - c) Group C: Bids offering Goods manufactured outside Bhutan that have been already imported or that will be imported.
- 1.3 The price quoted for goods in bids of Group A and B shall include all duties and taxes paid or payable on the basic materials or components purchased in the domestic market or imported, but shall exclude the sales and similar taxes on the finished product. The price quoted for goods in bids of Group C shall be on CIF or CIP (place of destination), which is exclusive of customs duties and other import taxes already paid or to be paid.
- 1.4 In the first step, all evaluated bids in each group shall be compared to determine the lowest bid in each group. Such lowest evaluated bids shall be compared with each other and if, as a result of this comparison, a bid from Group A or Group B is the lowest, it shall be selected for the award.
- 1.5 If as a result of preceding comparison, the lowest evaluated bid is a bid from Group C, the lowest evaluated bid from Group C shall be further compared with the lowest evaluated bid from Group A after adding to the lowest evaluated price of goods offered in the bid from Group C, for the purpose of this further comparison only, an amount equal to five (5) percent of the CIF or CIP bid price. The lowest evaluated bid determined from this last comparison shall be selected for the award.

2. Evaluation Criteria (ITB 39.3 (e))

The Purchaser's evaluation of a Bid may take into account, in addition to the Bid Price quoted in accordance with ITB Sub-Clause 16.6, one or more of the following factors as specified in ITB Sub-Clause 39.3(e) and in the BDS referring to ITB Sub-Clause 39.3(e), using the following criteria and methodologies.

- (a) *Delivery Schedule.* (as per Incoterms specified in the BDS)

The Goods are required to be delivered within the acceptable time range (after the earliest and before the final date, both dates inclusive) specified in the List of Goods and Delivery Schedule in Section VI. No credit will be given to deliveries before the earliest date, and Bids offering delivery after the final date shall be treated as non responsive. Within this acceptable period, an adjustment, as specified in BDS Sub-Clause ITB 39.3(e), will be added, for evaluation purposes only, to the Bid price of Bids offering deliveries later than the "Earliest Delivery Date" specified in Section VI, List of Goods and Delivery Schedule.

- (b) *Deviation in Payment Schedule.* (insert one of the following)

- (i) *Bidders shall state their Bid price for the payment schedule outlined in the SCC. Bids shall be evaluated on the basis of this base price. Bidders are, however, permitted to state an alternative payment schedule and indicate the reduction in Bid Price they wish to offer for such alternative payment schedule. The Purchaser may consider the alternative payment*

schedule and the reduced Bid Price offered by the Bidder selected on the basis of the base price for the payment schedule outlined in the SCC.

or

(ii) *The SCC stipulates the payment schedule specified by the Purchaser. If a Bid deviates from the schedule and if such deviation is considered acceptable to the Purchaser, the Bid will be evaluated by calculating interest earned for any earlier payments involved in the terms outlined in the Bid as compared with those stipulated in the SCC, at the rate per annum specified in BDS Sub-Clause 39.3 (e).*

(c) Cost of major replacement components, mandatory spare parts, and service. *(insert one of the following)*

(i) *The list of items and quantities of major assemblies, components and selected spare parts likely to be required during the initial period of operation specified in BDS Sub-Clause ITB 21.3 is in the List of Goods. An adjustment equal to the total cost of these items, at the unit prices quoted in each Bid, shall be added to the Bid Price, for evaluation purposes only.*

or

(ii) *The Purchaser will draw up a list of high-usage and high-value items of components and spare parts, along with estimated quantities of usage in the initial period of operation specified in BDS Sub-Clause ITB 21.3. The total cost of these items and quantities will be computed from spare parts unit prices submitted by the Bidder and added to the Bid Price, for evaluation purposes only.*

(d) Availability in Bhutan of spare parts and after sales services for equipment offered in the Bid.

An adjustment equal to the cost to the Purchaser of establishing the minimum service facilities and parts inventories, as outlined in BDS Sub-Clause ITB 39.3 (e), if quoted separately, shall be added to the Bid Price, for evaluation purposes only.

(e) Projected operating and maintenance costs.

Operating and maintenance costs. An adjustment to take into account the operating and maintenance costs of the Goods will be added to the Bid Price, for evaluation purposes only, if specified in BDS Sub-Clause ITB 39.3 (e). The adjustment will be evaluated in accordance with the methodology specified in the BDS Sub-Clause ITB 39.3 (e).

(f) *Performance and productivity of the equipment. (insert one of the following)*

(i) Performance and productivity of the equipment. An adjustment representing the capitalized cost of additional operating costs over the life of the plant will be added to the Bid Price, for evaluation purposes, if specified in BDS Sub-Clause ITB 39.3(e). The adjustment will be evaluated based on the drop in the guaranteed performance or efficiency offered in the Bid below the norm of 100, using the methodology specified in BDS Sub-Clause ITB 39.3 (e).

or

(ii) An adjustment to take into account the productivity of the Goods offered in the Bid will be added to the Bid Price, for evaluation purposes only, if specified in BDS Sub-Clause ITB 39.3 (e). The adjustment will be evaluated based on the cost per unit of the actual productivity of the Goods offered in the Bid with respect to minimum required values, using the methodology specified in BDS Sub-Clause ITB 39.3 (e).

- (g) Specific additional criteria

Other specific additional criteria to be considered in the evaluation, and the evaluation method, shall be detailed in BDS Sub-Clause ITB 39.3 (e)]

3. Multiple Contracts (ITB 39.6)

The Purchaser shall award multiple contracts to the Bidder that offers the lowest evaluated combination of Bids (one contract per Bid) and meets the postqualification criteria (this Section III, Sub-Section ITB Sub-Clause 41.2, Postqualification Requirements)

The Purchaser shall:

- (a) evaluate only lots or contracts that include at least the percentages of items per lot and quantity per item as specified in ITB Sub-Clause 16.7.

1. (b) take into account:

- (i) the lowest-evaluated Bid for each lot; and
- (ii) the price reduction per lot and the methodology for its application as offered by the Bidder in its Bid.

4. Postqualification Requirements (ITB 41.2)

After determining the lowest-evaluated Bid in accordance with ITB Sub-Clause 40.1, the Purchaser shall carry out the postqualification of the Bidder in accordance with ITB Clause 41, using only the requirements specified. Requirements not included in the text below shall not be used in the evaluation of the Bidder's qualifications.

- (a) **Financial Capability**

The Bidder shall furnish documentary evidence that it meets the following financial requirement(s):
[list the requirement(s)]

- (b) **Experience and Technical Capacity**

The Bidder shall furnish documentary evidence to demonstrate that it meets the following experience requirement(s): *[list the requirement(s)]*

- (c) **The Bidder shall furnish documentary evidence to demonstrate that the Goods it offers meet the following usage requirement(s):** *[list the requirement(s)]*

Section IV. Bidding Forms

Table of Forms

Bidder Information Form

Joint Venture, Consortium or Association (JV/C/A) Partner Information Form

Bid Submission Sheet

Price Schedule Forms

Bid Security (Bank Guarantee).....

Integrity Pact

Letter of Intent

Bidder Information Form

Date: [.....]

Bid No.: [Vehicle Spare parts, Tyre and Tube]

1. Bidder's Legal Name
2. In the case of a Joint Venture, Consortium or Association (JV/C/A) legal name of each party: [.....]
3. Bidder's actual or intended Country of Registration: [.....]
4. Bidder's Year of Registration: [.....]
5. Bidder's Legal Address in Country of Registration: [.....]
<p>2. 6. Bidder's Authorized Representative Information</p> <p>Name: [.....]</p> <p>Address: [.....]</p> <p>Telephone/Fax numbers: [.....]</p> <p>E-mail Address: [.....]</p>
<p>7. Attached are copies of the following original documents: <i>[check the box(es) of the attached original documents]</i></p> <p>Articles of Incorporation or Registration of firm named in 1 above, in accordance with ITB Sub-Clause 3.1.</p> <p>In the case of a JV/C/A, letter of intent to form the JV/C/A, or the JV/C/A agreement, in accordance with ITB Sub-Clause 22.1 (c) (v).</p> <p>In the case of a government owned entity from Bhutan, documents establishing legal and financial autonomy and compliance with commercial law, in accordance with ITB Sub-Clause 3.3.</p> <p>Power of attorney authorizing the signatory of the Bid to sign on behalf of the Bidder.</p>

Joint Venture, Consortium or Association (JV/C/A) Partner Information Form

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

Date: *[insert date (as day, month and year) of Bid submission]*

Bid No.: *[insert number of bidding process]*

Page _____ of _____ pages

1. Bidder's Legal Name: [.....]
2. JV/C/A Party's legal name: [.....]
3. JV/C/A Party's Country of Registration: [.....]
4. JV/C/A Party's Year of Registration: [.....]
5. JV/C/A Party's Legal Address in Country of Registration: [.....]
6. JV/C/A Party's Authorized Representative Information Name: [.....] Address: [.....] Telephone/Fax numbers: [.....] E-mail Address: [.....]
7. Attached are copies of the following original documents: <i>[check the box(es) of the attached original documents]</i> Articles of Incorporation or Registration of firm named in 2 above, in accordance with ITB Sub-Clause 3.1. In the case of a government owned entity from Bhutan, documents establishing legal and financial autonomy and compliance with commercial law, in accordance with ITB Sub-Clause 3.3.

Bid Submission Sheet

[The Bidder shall fill in this form in accordance with the instructions indicated. No alterations to its format shall be permitted and no substitutions shall be accepted.]

Date:
 Invitation for Bid No.:
 Alternative No.:

To:
.....

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda No.:;
- (b) We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Schedule of Supply the following Goods and Related Services:;
- (c) The total price of our Bid,
- (d) The discounts offered and the methodology for their application are:
- (e) Our Bid shall be valid for a period of days from the date fixed for the Bid submission deadline in accordance with ITB Sub-Clause 27.1, and it shall remain binding upon us and may be accepted at any time before expiry of that period;
- (f) If our Bid is accepted, we commit to provide a Performance Security in accordance with ITB Clause 47 and GCC Clause 19 for the due performance of the Contract;
- (g) We are not participating, as Bidders, in more than one Bid in this bidding process, other than any alternative offers submitted in accordance with ITB Clause 15;
- (h) We, including any subcontractors or suppliers for any part of the Contract, have nationality from eligible countries, viz:
- (i) We have no conflict of interest pursuant to ITB Sub-Clause 3.2;
- (j) Our firm, its affiliates or subsidiaries - including any subcontractors or suppliers for any part of the contract - has not been declared ineligible by the Purchaser under the laws or official regulations of Bhutan, in accordance with ITB Sub-Clause 3.4;
- (k) The following commissions, gratuities or fees have been paid or are to be paid with respect to the bidding process or execution of the Contract: *[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity]*

Name of Recipient	Address	Reason	Amount
_____	_____	_____	_____
_____	_____	_____	_____

(If none has been paid or is to be paid, indicate “none.”)

(l) We understand that this Bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed.

(m) We understand that you are not bound to accept the lowest evaluated Bid or any other Bid that you may receive.

Signed: _____ *[insert signature of person whose name and capacity are shown]*

In the capacity of _____
[insert legal capacity of person signing the Bid Submission Sheet]

Name: _____
[insert complete name of person signing the Bid Submission Sheet]

Duly authorized to sign the bid for and on behalf of: _____ *[insert complete name of Bidder]*

Dated on _____ day of _____, _____ *[insert date of signing]*

Price and Completion Schedule - Related Services

Currencies in accordance with ITB Clause 18						Date: _____
						IFB No: _____
						Alternative No: _____
						Page No: _____ of _____
1	2	3	4	5	6	7
Service N	Description of Services (excludes inland transportation and other services required in Bhutan to convey the Goods to their final destination)	Country of Origin	Delivery Date at place of Final destination	Quantity and physical unit	Unit price	Total Price per Service (Col. 5*6 or estimate)
<i>1</i>	<i>As per supply order/ BoQ</i>	<i>nil</i>	<i>As per order supply</i>	<i>As per supply order</i>	<i>[as per order)</i>	<i>[as per supply order]</i>

Name of Bidder [.....] Signature of Bidder [.....]

Bid Security (Bank Guarantee)

[The Bank shall fill in this Bank Guarantee Form in accordance with the instructions indicated.]

1. _____

[insert Bank's Name, and Address of Issuing Branch or Office]

2. Beneficiary: _____ *[Name and Address of Purchaser]*

3. Date: _____

4. BID GUARANTEE No.: _____

5. We have been informed that *[insert name of the Bidder]* (hereinafter called "the Bidder") has submitted to you its Bid dated (hereinafter called "the Bid") for the execution of *[insert name of Contract]* under Invitation for Bids No. *[insert IFB number]* ("the IFB").

6. Furthermore, we understand that, according to your conditions, Bids must be supported by a Bid Guarantee.

7. At the request of the Bidder, we *[insert name of Bank]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[insert amount in figures]* (*[insert amount in words]*) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the Bid conditions, because the Bidder:

8. (a) _____ has withdrawn its Bid during the period of Bid validity specified by the Bidder in the Form of Bid; or

9. (b) _____ having been notified of the acceptance of its Bid by the Purchaser during the period of Bid validity, (i) fails or refuses to execute the Contract Form; or (ii) fails or refuses to furnish the Performance Security, if required, in accordance with the Instructions to Bidders.

10. This guarantee will expire: (a) if the Bidder is the successful Bidder, upon our receipt of copies of the contract signed by the Bidder and the Performance Security issued to you upon the instruction of the Bidder; or (b) if the Bidder is not the successful Bidder, upon the earlier of (i) our receipt of a copy of your notification to the Bidder of the name of the successful Bidder; or (ii) twenty-eight days after the expiration of the Bidder's Bid.

11.

12. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

13.

14. _____

15. *[signature(s)]*

INTEGRITY PACT

1 General:

Whereas (*Dasho Dzongdag*) representing the (*Zhemgang*), Royal Government of Bhutan, hereinafter referred to as the “**Employer**” on one part, and (.....) representing M/s. (.....), 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**⁸ and **contract administration**⁹, 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.
- 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.

⁸ 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.

⁹ Contract administration, for the purpose of this IP, shall mean contract award, contract implementation, unauthorized sub-contracting and contract handing/taking over.

- 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.

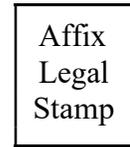
7. Monitoring and Administration:

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 :

CID :

Witness: _____

Witness: _____

Name:

Name:

CID :

CID :

Letter of Intent
(Letterhead paper of the Employer)

Notes on standard form of letter of Intent

This issuance of Letter of Intent (always before letter of acceptance) is the information of the selection of the bid of the successful bidder by the Employer and for providing information to other unsuccessful bidders who participated in the bid as regards the outcome of the procurement process

The Employer shall allow 10 days as described in ITB 33.2 between this letter of intent and letter of acceptance to allow aggrieved bidders to complain the decision if they feel they have treated unfairly.

(Insert date)

To:-----

[Name and address of the Supplier]

This is to notify you that, it is our intention to award the contract for your Bid dated-----
[Insert date] for execution of the----- *[Insert name of the contract*
and identification number, as given in the BDS/SCC] for the Contract Price of-----
 -----*[Insert amount in figure and words and name of currency]* as corrected and modified *[if any*
corrections] in accordance with the Instructions to Bidders.

Authorized Signature: -----

Name and Title of Signatory:-----

Name of Agency: -----

CC:

[Insert name and address of all other suppliers who submitted the bid]

Section V: Eligible Countries

Eligibility for the Provision of Goods and Related Services in RGoB-financed Procurement

The RGoB permits firms and individuals from all countries to offer Goods and Related Services for RGoB-financed projects. As an exception, firms of a Country, Goods manufactured in a Country or services provided from or by a Country may be excluded if:

- 1.1 as a matter of law or official regulation, the RGoB prohibits commercial relations with that Country; or
- 1.2 by an Act of Compliance with a Decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the RGoB prohibits any import of Goods from that Country or any payments to persons or entities in that Country.

For the information of Bidders, at the present time firms, Goods and Services from the following countries are excluded from this bidding:

- (a) With reference to Paragraph 1.1 above:

[insert list of countries prohibited under the law or official regulations of Bhutan]

- (b) With reference to Paragraph 1.2 above:

[insert list of countries which are barred under UN Security Council Chapter VII]

Part 2-Supply requirements
Section VI: Schedule of Supply

1. List of Goods
2. Technical specification.....
3. Delivery schedule.....;
4. List of related service and completion schedule.....
5. Inspection and tests.....

	(Exide)Fully charged white 25Plate								
20	Battery (Exide)Fully charged white 13Plate								
21	Battery Exide)Fully charged white 11Plate								
22	Battery (Exide) Fullycharged white 9Plate								
23	Battery Amaron 13Plate								
24	Battery heavy duty 12x25								
25	Battery NS40								
26	Battery terminal end -								
27	Belt vane Pump (Prado).								
28	Bearing ladder								
29	Bonnet lock								
30	Bonnet cable								
31	Brake w/cup								
32	kit rear								
33	Brake drum								
34	Brake Fluid Wagner								
35	Brake lining								
36	Brake master cylinder assy								

37	Brake master cylinder repair kit								
38	Brake pad								
39	Brake oil Dot- 3 500ml								
40	Brake shoe								
41	Brake light cover								
42	Brake light bulb								
43	Brake light assy								
44	Brake piston								
45	Brake horse pipe front								
46	Brake horse pipe rear								
47	Back view mirror								
48	Brake booster assy								
49	Back gear switch								
50	Booster repair kit								
51	Brake dish & C.B.joint								
52	C.B.joint								
53	Cam shaft assy								
54	Cam shaft bearing								
55	Cam shaft oil seal								
56	Center bolt mini truck								
57	Clutch cylinder								

	kit								
58	cylinder kit lower								
59	Clutch plate								
60	Clutch plate mini truck								
61	Clutch cylinder kit								
62	Caliper kit								
63	caliper piston								
64	Check nut								
65	Check nut washer								
66	Check nut lock								
67	Clutch lower assy								
68	Clutch release bearing								
69	Clutch upper cylinder assy								
70	Clutch plate								
71	Coil spring front								
72	counter 5 th gear								
73	Counter gear								
74	Crank shaft assy								
75	Crank oil seal								
76	Crown spider kit								
77	Crown washer								
78	Diesel filter								
79	Differential 4x4								
80	Double horn set imported								
81	Double seat form(Hilux)								

82	Draglink kit								
83	Drive shaft								
84	Drive shaft boot								
85	Dost guard front								
86	Dom light & Door lock front								
87	Door lock rear								
88	Door regulator								
89	Door regulator handle								
90	Door rubber channel RH/LH								
91	Door RH/LH								
92	Door glass front								
93	Door glass back								
94	Door nope								
95	Draggling kit								
96	Draggling rot								
97	Dust guard rear								
98	Dust guard front								
99	Dumpper shock absorber								
100	Distilled water								
102	Dynamic mobile pipe								
103	Engine bolt								
104	Engine Mounting								
105	Engine oil cap								
106	Engine oil seal set								
107	Engine Connecting set								
108	Engine								

	Connecting bush								
109	Engine piston Liner								
110	Engine piston Ring								
111	Engine valve								
112	Engine main oil seal front								
113	Engine main oil seal rear								
114	Engine oil cap								
115	Fan assy								
116	Fly wheel ring								
117	Free lock assy								
118	Front bumper assy								
119	Fan belt (set of 2 pcs)								
120	Fog light assy								
121	Fog light assy								
122	Fog light bulb								
123	Foot mate bucket type								
124	Foot mate Simple								
125	Front 2nd leaf								
126	Front 3rd leaf								
127	Front 4th leaf								
128	Front 5th leaf								
129	Front Axle oil seal								
130	Front brake lining with rivet set								

131	Front bumper guard								
132	Front hubs inner bearing								
133	Front hubs outer bearing								
134	Front shock Absorber								
135	Front center bolt								
136	Front spring main leaf								
137	Front shocker								
138	Front suspension bush								
139	Front U bolt								
140	Ft. axle Bearing								
141	Fuel filter								
142	Fuel gauge								
143	Front bumper light assy								
144	Front coil spring								
145	Front drive shaft assy LHS								
146	Front drive shaft assy RHS								
147	Front hubs inner bearing								
148	Front hubs outer bearing								
149	Front shock Absorber								
150	Front show grill assy								
151	Fuel meter								

152	Fuse								
153	Gasket set engine including								
154	Gear box 7.9 mini truck								
155	Gear box assy								
156	Gear box Mounting								
157	Gear box case oil seal								
158	GTX engine oi								
159	Gear counter								
160	Gear clutch Hub								
161	Gear oil hypo castrol 90								
162	Gear shifter key spring								
163	Gear synchronizer brass ring								
164	Gear lever kit								
165	Gear shifter Key								
167	Generator self- switch (for Tanker								
168	Glow plug								
169	Glow realy								
170	Glow timer Relay								
171	Grease MP3								
172	Hand brake cable front								
173	Hand brake cable rear								

174	Head gasket set								
175	Head lamp								
176	Relay								
177	Head light assy								
178	Head light								
179	Head light Relay								
180	Hubs bearing Inner								
181	Helogen bulb								
182	Hubs bearing Outer								
183	Hubs nut and bolt								
184	Bolt								
185	Hubs oil seal								
186	Horn								
187	Horn contact point								
189	Hydraulic oil								
190	Indicator assy front								
191	Indicator bulb								
192	Indicator holder								
193	Holder								
194	Ignition coil assy								
195	Injector pipe								
196	Jug hydraulic								
197	Jug								
198	Kin pin 1 set								
199	Kin pin bearing								
200	Kin pin shim								
201	Knuckle oil seal								
202	Kilometer cable								
203	Knuckle band								

	arm								
204	Knuckle oil seal								
205	Leaver								
206	Lower control arm bush								
207	Main bearing								
208	Mile meter cable								
209	Mobile Filter								
210	Main shaft assy								
211	Maniful packing								
212	Mobile CRB								
213	Mobile GTX								
214	Number plate as per RSTA								
215	Nozzel spring								
216	Nozzel washer								
217	Nozzel								
218	Nozzel pipe								
219	Nut & bolt No.15/16/17								
230	Oil seal								
231	Oil cooler assy								
232	Oil pressure switch								
233	Oil pump drive gear								
234	Over flow bolt								
235	Over flow pipe								
236	Piston ring								
237	Piston								
238	Piston liner								
239	Power steering kit								
240	Power steering								

	belt								
241	Power steering oil								
242	Power steering rag kit								
243	Pump cam plate								
245	Pump deliver valve								
246	Pump rotor head saay								
247	Pump service kit								
248	pump switch								
248	Power steering fluid								
249	Power steering box assy								
250	Pressure plate								
251	Propler shaft nut and bolt								
252	Pump govener								
253	Pump head								
254	Radiator								
255	Radiator grill								
256	Radiator assy								
257	Radiator cap								
258	Radiator hose pipe								
259	Rear axle cone								
260	Rear axle oil seal								
261	Rear bumper assy								
262	Rear control rod bush								

263	Rear 2nd leaf								
264	Rear 3rd leaf								
265	Rear 4th leaf								
266	Rear 5th leaf								
267	Rear axle								
268	Rear axle oil seal								
269	Rear axle								
270	Bearing								
271	Rear brake lining with lining with rivet set								
272	Rear center bolt								
273	Rear spring U bolt rear crank shaft oil seal								
274	Rear main leaf								
275	Rear shock observer								
276	Rear shocker bush								
277	Rear spring U bolt								
278	Rear view mirror L/s								
279	Rear view mirror R/S								
280	Release bearing								
281	Rod assy tie rod end left								
282	Rod assy tie rod end right								
283	Roof light bulb								

284	Seat cover set								
285	Seat belt								
286	Seat foam								
287	Seat half cover								
288	Self-armature								
289	Self-starter Armature								
290	Seal starter assy								
291	Self-bearing								
292	Self-carbon								
293	Self-contact point								
294	Self-starter clutch sub assy								
295	Self over hauling								
296	Side light bulb								
297	Side looking mirror								
298	Side indicator light front								
299	Side indicator light rear								
300	Sliding door glass								
301	Silencer pipe assy								
302	Solo Neil Switch								
303	Single horn imported								
304	Single seat frame								
305	Spare tyre hanger set								
306	Spider kit front								

	prop. Shaft								
307	Spider kit front prop. Shaft								
308	Spider kit rear prop.shsaft joint								
309	Spring bush								
310	Spring cycle pin with plate								
311	Spare tyre Bracket								
312	Stabilizer kit								
313	Stabilizer bush								
314	Stabilizer rod								
315	Stabilizer bar								
316	Stabilizer link bush								
317	Stabilizer D bush								
318	Steering cross bearing								
319	Steering damper								
320	Shocker Steering relay assy								
321	Steering relay arm								
322	Steering column								
323	Stereo music set								
324	Steering arms								
325	Steering box								
326	Suspension Arm ball join lower								
327	Suspension Arm ball join upper								
328	Suspension arm								

	bush								
329	Suspension Tana rod (bolt bush kit								
330	Steering cover								
331	Spring bush								
332	Spring metal bush								
333	Stabilizer link bush								
334	Steering bearing								
335	Steering knuckle								
336	spindle								
337	Suspension arm								
338	Suspension arm bush								
339	Suspension arms bush upper								
340	Tail pinion oil seal								
341	Tail pinion bearing inner								
342	Tail pinion bearing outer								
343	Tana rod bush								
344	Terr roating								
345	Thermostat valve								
346	Tie rod assy (Left)								
347	Tie rod assy.(right								
348	Tie rod end								
349	Timing belt								

350	Timing belt idler								
351	Timing belt								
352	Tensioner								
353	Timing seal kit								
354	Top shaft assy								
355	Top shaft bearing								
356	Top shaft assy								
357	Top shaft pilot bearing								
358	Tolls set								
359	Torsion bar								
360	Tractor km reading set								
361	Universal joint cross bearing								
362	Valve								
363	Valve lock								
364	Valve oil seal								
365	Vonnet cable								
366	Vehicle clnear bush								
367	Vonnet lock assy								
368	Water pump								
369	Wheel bearing grease								
370	Wheel bearing inner & outer								
371	Wheel cylinder assy								
378	Wheel cylinder bucket								
379	Wheel drum								
380	Wheel nut &								

	bolt								
381	Wind shield glass front								
382	Wind shield glass back								
383	Wiper arm								
384	Wiper link								
385	Wiper motor								
386	Wiper coil								
387	Wiper blade								
388	Wiper gauge								

Tyres & Tubes

Particulars	Specifications	Unit	Rate (Nu.)
Prado	a) 235/70 R17 Tyre with tube		
	MRF	1Pair	
	Apollo	1Pair	
	JK	1Pair	
	Hankook	1Pair	
	Ceat	1Pair	
	Bridgestone	1Pair	
	b) 215/85R-16 Tyre with tube		
	MRF	1Pair	
	Apollo	1Pair	
	JK	1Pair	
	Hankook	1Pair	
	Ceat	1Pair	
	Bridgestone	1Pair	
Eicher DCM	750x16 /16 Ply Tyre with tube		
	MRF	1Pair	
	JK	1Pair	
	Ceat	1Pair	
Ambulance/ Hilux	700x16x16 Ply Tyre with tube		
	MRF	1Pair	
	Apollo	1Pair	
	JK	1Pair	
	Ceat	1Pair	
Hilux	235x75xR15 Tyre with tube		

	MRF	1Pair	
	Apollo	1Pair	
	JK	1Pair	
	Hankook	1Pair	
	Ceat	1Pair	
	Bridgestone	1Pair	
Bolero	a) 235x75xR15 Tyre with tube		
	MRF	1Pair	
	Apollo	1Pair	
	JK	1Pair	
	Ceat	1Pair	
	Bridgestone	1Pair	
	b) 215/75 R-15 Tyre with tube		
	MRF	1Pair	
	Apollo	1Pair	
	JK	1Pair	
	Ceat	1Pair	
	Bridgestone	1Pair	
Maruti Van Tyres	145/R-12/LT80s)Tubeless	1 pair	
Dumb Truck	8.25-20 with Tube	1 pair	
	MRF	1 pair	
	Apollo	1 pair	
	JK	1 pair	
	Ceat	1 pair	
Ford Ranger Hilux	255/70/R-16	1 pair	
	MRF	1 pair	
	Hankook	1 pair	
	Apollo	1 pair	
	JK	1 pair	
	Ceat	1 pair	
	Bridgestone	1 pair	

Note:

The price quoted shall be inclusive of Service charges like opening, fitting during the time of maintenance).

The procuring agency shall not pay for any labors charges. The price quoted shall be inclusive of all charges during Maintains and delivery of goods.

2. List of Related Services and Completion Schedule

[This table shall be filled in by the Purchaser. The Required Completion Dates should be realistic, and consistent with the required Goods Delivery Dates (as per Incoterms)]

Service	Description of Service	Quantity ¹	Physical Unit	Place where Services shall be performed	Final Completion Date(s) of Services
4. 1	<i>Vehicle Maintenance spare parts and Tyres</i>	6. <i>[as per supply order]</i>	7. <i>As per supply order]</i>	8. <i>Dzongkhag Administration, Dungkha Administration, Gewog Adm., schools and Hospitals of Zhemgang dzongkhag</i>	9. <i>Within 45 day from placing of supply/work order and L.D after given days.</i> 10.
11.	12.	13.	14.	15.	16.
17.	18.	19.	20.	21.	22.

1. If applicable

3. Technical Specifications

The purpose of the Technical Specifications (TS) is to define the technical characteristics of the Goods and Related Services required by the Purchaser. The Purchaser shall prepare the detailed TS taking into account that:

- *The TS constitute the benchmarks against which the Purchaser will verify the technical responsiveness of Bids and subsequently evaluate the Bids. Therefore, well-defined TS will facilitate preparation of responsive Bids by Bidders, as well as examination, evaluation and comparison of the Bids by the Purchaser.*
- *The TS shall require that all goods and materials to be incorporated in the Goods be new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided for otherwise in the Contract.*
- *The TS shall make use of best practices. Samples of specifications from successful similar procurements may provide a sound basis for drafting the TS.*
- *Standardizing technical specifications may be advantageous, depending on the complexity of the Goods and the repetitiveness of the type of procurement. Technical Specifications should be broad enough to avoid restrictions on workmanship, materials and equipment commonly used in manufacturing similar kinds of Goods.*
- *Standards for equipment, materials and workmanship specified in the Bidding Documents shall not be restrictive. Recognized international standards should be specified as much as possible. Reference to brand names, catalogue numbers or other details that limit any materials or items to a specific manufacturer should be avoided as far as possible. Where unavoidable, such item description should always be followed by the words "or equivalent or higher." When other particular standards or codes of practice are referred to in the TS a statement should follow to the effect that other authoritative standards that ensure at least a substantially equal quality will also be acceptable.*
- *Technical Specifications shall be fully descriptive of the requirements in respect of, but not limited to, the following:*
 - (a) *Standards of materials and workmanship required for the production and manufacturing of the Goods.*
 - (b) *Detailed tests required (type and number).*
 - (c) *Other additional work and/or Related Services required to achieve full delivery/completion.*
 - (d) *Detailed activities to be performed by the Supplier, and participation of the Purchaser therein.*
 - (e) *List of detailed functional guarantees covered by the Warranty and the specification of the liquidated damages to be applied in the event that such guarantees are not met.*
- *The TS shall specify all essential technical and performance characteristics and requirements, including guaranteed or acceptable maximum or minimum values, as appropriate. Whenever necessary, the Purchaser shall include an additional ad-hoc bidding form (to be an Attachment to the Bid Submission Sheet), where the Bidder shall provide detailed information on such technical performance characteristics in respect of the corresponding acceptable or guaranteed values.*

When the Purchaser requests that the Bidder provides in its Bid a part or all of the Technical Specifications, technical schedules or other technical information, the Purchaser shall specify in detail the nature and extent of the required information and the manner in which it has to be presented by the Bidder in its Bid.

[If a summary of the Technical Specifications (TS) has to be provided, the Purchaser shall insert information in the table below. The Bidder shall prepare a similar table to justify compliance with the requirements]

"Summary of Technical Specifications. The Goods and Related Services shall comply with following Technical Specifications and Standards:

<i>Item No</i>	<i>Name of Goods or Related</i>	<i>Technical Specifications and Standards</i>
-----------------------	--	--

	<i>Service</i>	
<i>1</i>	<i>Supply of school and office furniture</i>	<i>[attached]</i>

Detailed Technical Specifications and Standards [whenever necessary].

[Insert detailed description of TS]

4. Drawings

Attached Catalogue

5. Inspections and Tests

The following inspections and tests shall be performed: *[by the committee]*

PART 3 - CONTRACT

Section VII. General Conditions of Contract

Table of Clauses

- 1. **Definitions**
- 2. **Contract Documents**
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- 4. **Interpretation**
- 5. **Language**
- 6. **Joint Venture, Consortium or Association**
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- 8. **Notices**
- 9. **Governing Law**
- 10. **Settlement of Disputes**
- 11. **Inspections and Audit**
- 12. **Scope of Supplies**
- 13. **Delivery and Documents**
- 14. **Supplier’s Responsibilities**
- 15. **Purchaser’s Responsibilities**.....
- 16. **Contract Price**
- 17. **Terms of Payment**
- 18. **Taxes and Duties**
- 19. **Performance Security**
- 20. **Copyright**
- 21. **Confidential Information**

22	Subcontracting
23	Specifications and Standards
24	Packing and Documents
25	Insurance
26	Transportation
27	Inspections and Tests
28	Liquidated Damages
29	Warranty
30	Patent Indemnity
31	Limitation of Liability
32	Change in Laws and Regulations
3	Force Majeure
34	Change Orders and Contract Amendments
35	Extensions of Time
36	Termination
37	Assignment
38	Export Restriction.....

Section VII. General Conditions of Contract

1. Definitions
- 15.1 The following words and expressions shall have the meanings hereby assigned to them
- (a) **Award of Contract** means the decision of the Purchaser to enter into a Contract with the Supplier for supply and delivery of the specified Goods, including any Related Services.
 - (b) **Bid** means an offer to supply Goods, including any Related Services, made in accordance with the terms and conditions set out in the Bidding Documents that preceded the placement of the Contract of which these GCC form a part. The term “tender” is synonymous with the term “Bid”.
 - (c) **Bidder** means an eligible individual or legal entity that participated in the bidding process governed by the Bidding Documents that preceded the placement of the Contract of which these GCC form a part.
 - (d) **Bidding Documents** means the set of Bidding Documents that preceded the placement of the Contract of which these GCC form a part, which were sold or issued by the Purchaser to potential Bidders, and in which the specifications, terms and conditions of the proposed procurement were prescribed.
 - (e) **Contract Documents** means the documents listed in the Contract Agreement, including any amendments thereto.
 - (f) **Contract Price** means the price payable to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions therefrom as may be made pursuant to the Contract.
 - (g) **Day** means calendar day.
 - (h) **Delivery** means the transfer of the Goods from the Supplier to the Purchaser in accordance with the terms and conditions set forth in the Contract Documents.
 - (i) **GCC** means the General Conditions of Contract.
 - (j) **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, that the Supplier is required to supply to the Purchaser under the Contract.
 - (k) The **Project Site**, where applicable, means the place named in the SCC.
 - (l) **Purchaser** means the entity purchasing the Goods and Related Services, as specified in the SCC.
 - (m) **Related Services** means the services incidental to the supply of the Goods, such as insurance, installation, training and initial maintenance and other obligations of the Supplier under the Contract
 - (n) **SCC** means the Special Conditions of Contract.
 - (o) **Subcontractor** means any natural person, private or government entity, or a combination thereof, including its legal successors and permitted assigns, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.
 - p) **Supplier** means the natural person, private or government entity, or a combination of the above, whose Bid to perform the Contract has been accepted by the Purchaser and is named as such in the Agreement, and includes the legal successors or permitted assigns of the Supplier.
2. Contract Documents
- 2.1 Subject to the order of precedence set forth in the Contract Agreement, all documents forming the Contract (and all parts thereof) are intended to be

correlative, complementary and mutually explanatory. The Contract Agreement shall be read as a whole.

3. Fraud and Corruption
- 3.1 If the Purchaser determines that the Supplier has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for or in executing the Contract then the Purchaser may, after giving fourteen (14) days notice to the Supplier, terminate the Supplier's employment under the Contract and cancel the Contract, and the provisions of GCC Clause 36 shall apply as if such termination has been made under GCC Sub-Clause 36.1.
- 3.2 Should any employee of the Supplier be determined to have engaged in corrupt, fraudulent, collusive, coercive or obstructive practice during the purchase of the Goods, then that employee shall be removed.
- 3.3 For the purposes of this Sub-Clause:
- (a) "corrupt practice"¹⁰ is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value¹¹ to influence improperly the actions of another party;
- (b) "fraudulent practice"¹² is any intentional act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
- (c) "collusive practice"¹³ is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
- (d) "coercive practice"¹⁴ is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- (e) "obstructive practice" is
- (i) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order materially to impede any investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
- (ii) acts intended materially to impede the exercise of the inspection and audit rights of the Purchaser and/or any other relevant RGoB agency provided for under GCC Clause 11.
- 3.4 Any communications between the Supplier and the Purchaser related to matters of alleged fraud or corruption must be made in writing.
- 4 Interpretation
- 4.1 If the context so requires it, singular means plural and vice versa.**
- 4.2 Incoterms**

¹⁰ "another party" refers to a public official acting in relation to the procurement process or contract execution. In this context, "public official" includes staff and employees of other organizations (including any institutions providing finance for the Goods) taking or reviewing procurement decisions.

¹¹ "anything of value" includes, but is not limited to, any gift, loan, fee, commission, valuable security or other asset or interest in an asset; any office, employment or contract; any payment, discharge or liquidation of any loan, obligation or other liability whatsoever, whether in whole or in part; any other services, favour or advantage, including protection from any penalty or disability incurred or apprehended or from any action or proceeding of a disciplinary or penal nature, whether or not already instituted and including the exercise or the forbearance from the exercise of any right or any official power or duty.

¹² a "party" refers to a public official; the terms "benefit" and "obligation" relate to the procurement process or contract execution; and the "act or omission" is intended to influence the procurement process or contract execution.

¹³ "parties" refers to participants in the procurement process (including public officials) and an "improper purpose" includes attempting to establish bid prices at artificial, non competitive levels.

¹⁴ a "party" refers to a participant in the procurement process or contract execution.

- (a) Unless inconsistent with any provision of the Contract or otherwise specified in the SCC, the meaning of any trade term and the rights and obligations of parties thereunder shall be as prescribed by Incoterms.
- (b) The terms EXW, CIF, CIP and other similar terms, when used, shall be governed by the rules prescribed in the current edition of Incoterms specified in the SCC and published by the International Chamber of Commerce in Paris, France.

4.3 Entire Agreement

The Contract constitutes the entire agreement between the Purchaser and the Supplier and supersedes all communications, negotiations and agreements (whether written or oral) of the parties with respect thereto made prior to the date of Contract.

4.4 Amendment

No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.

4.5 Non-waiver

- (a) **Subject to GCC Sub-Clause 4.5 (b) below, no relaxation, forbearance, delay or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.**
- (b) **Any waiver of a party's rights, powers or remedies under the Contract must be in writing, dated and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.**

4.6 Severability

If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

5 Language

- 5.1 **The Contract, as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Purchaser, shall be written in the language specified in the SCC. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the SCC, in which case, for purposes of interpretation of the Contract, the translation shall govern.**
- 5.2 **The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation, for documents provided by the Supplier.**

6 Joint Venture, Consortium or Association

- 6.1 **If the Supplier is a joint venture, consortium or association, all of the parties shall be jointly and severally liable to the Purchaser for the fulfillment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the joint venture, consortium or association. The composition or the constitution of the joint venture, consortium or association shall not be altered without the prior consent of the Purchaser.**

7 Eligibility

- 7.1 The Supplier and its Subcontractors shall have the nationality of an eligible country. A Supplier or Subcontractor shall be deemed to have the nationality of a country if it is a citizen or constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of that country.
- 7.2 All Goods and Related Services to be supplied under the Contract shall have their origin in Eligible Countries. For the purpose of this Clause, origin means the country where the Goods have been grown, mined, cultivated, produced, manufactured or processed; or through manufacture, processing or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.

- 8 Notices **8.1** Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the SCC. The term “in writing” means communicated in written form, including electronic communication, with proof of receipt.
- 8.2** A notice shall be effective when delivered or on the notice’s effective date, whichever is later.
- 9 Governing Law **9.1** The Contract shall be governed by and interpreted in accordance with the laws of Bhutan.
- 10 Settlement of Disputes **10.1** The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
- 10.2** If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute. No arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract. Arbitration proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 10.3** Notwithstanding any reference to arbitration herein,
- (a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
- (b) the Purchaser shall pay the Supplier any monies due the Supplier.
- 11 Inspections and Audit **11.1** The Supplier shall permit the Purchaser and/or persons appointed by the Purchaser to inspect the Supplier’s offices and/or the accounts and records of the Supplier and its Subcontractors relating to the performance of the Contract, and to have such accounts and records audited by auditors appointed by the Purchaser if so required by the Purchaser. The Supplier’s attention is drawn to GCC Clause 3, which provides, inter alia, that acts intended materially to impede the exercise of the inspection and audit rights provided for under this GCC Sub-Clause 11.1 constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility under ITB Sub-Clause 2.1 (c) of the Instructions to Bidders that preceded the placement of the Contract of which these GCC form a part).
- 12 Scope of Supplies **12.1** The Goods and Related Services to be supplied shall be as specified in the Schedule of Supply.
- 12.2** Unless otherwise stipulated in the Contract, the Supply shall include all such items not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining Delivery of the Goods and Completion of the Related Services as if such items were expressly mentioned in the Contract.
- 13 Delivery and Documents **13.1** Subject to GCC Sub-Clause 34.1, the delivery of the Goods and completion of the Related Services shall be in accordance with the delivery and completion requirements specified in the Schedule of Supply. The details of shipping and other documents to be furnished by the Supplier are specified in the SCC.
- 14 Supplier’s Responsibilities **14.1** The Supplier shall supply all the Goods and Related Services included in the Scope of Supplies in accordance with GCC Clause 12, and the delivery and completion requirements as per GCC Clause 13.
- 15 Purchaser’s Responsibilities **15.1** Whenever the supply of Goods and Related Services requires that the Supplier obtain permits, approvals and/or import and other licenses or similar permissions from Bhutanese public authorities, the Purchaser 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.
- 16 Contract Price **16.1** The Contract Price shall be as specified in the Contract Agreement subject to any additions and adjustments thereto or deductions therefrom as may be made pursuant to the Contract.
- 16.2** Prices charged by the Supplier for the Goods supplied and the Related Services

- performed under the Contract shall not vary from the prices quoted by the Supplier in its Bid, with the exception of any price adjustments authorized in the SCC.
- 17 Terms of Payment
- 17.1 The Contract Price, including any Advance Payments, if applicable, shall be paid as specified in the SCC.
- 17.2 **The Supplier's request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed, and by the documents submitted pursuant to GCC Clause 13 and upon fulfillment of all the obligations stipulated in the Contract.**
- 17.3 **Payments shall be made promptly by the Purchaser, no later than thirty (30) days after the submission of verified invoice or request for payment by the Supplier, and the Purchaser has accepted it.**
- 17.4 **The currencies in which payments shall be made to the Supplier under this Contract shall be those in which the Bid Price is expressed.**
- 17.5 **In the event that the Purchaser fails to pay the Supplier any payment by its due date or within the period set forth in the SCC, the Purchaser shall pay to the Supplier interest on the amount of such delayed payment at the rate shown in the SCC, for the period of delay until payment has been made in full, whether before or after judgment or arbitration award.**
- 18 Taxes and Duties
- 18.1 **For Goods manufactured outside Bhutan the Supplier shall bear and pay all applicable taxes, stamp duties, licence fees and other similar levies imposed outside Bhutan.**
- 18.2 **For Goods manufactured within Bhutan the Supplier shall bear and promptly pay all applicable taxes, duties, licence fees and other similar levies incurred until delivery of the contracted Goods to the Purchaser.**
- 18.3 **If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in Bhutan the Purchaser shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.**
- 19 Performance Security
- 19.1 **The Supplier shall, within fifteen (15) working days of the notification of contract award, provide a Performance Security for the due performance of the Contract in the amount and currency specified in the SCC.**
- 19.2 **The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.**
- 19.3 **The Performance Security shall be denominated in the currency (ies) of the Contract or in a freely convertible currency acceptable to the Purchaser, shall be valid until the successful completion of the Supplier's performance obligations under the Contract, including any warranty obligations, and shall be in one of the forms stipulated by the Purchaser in the SCC.**
- 19.4 **The Performance Security shall be discharged by the Purchaser and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in the SCC.,.**
- 20 Copyright
- 20.1 **The copyright in all drawings, documents and other materials containing data and information furnished to the Purchaser by the Supplier shall remain vested in the Supplier, or, if they are furnished to the Purchaser directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party.**
- 21 Confidential Information
- 21.1 **The Purchaser and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Subcontractor(s) such documents, data and other information as it receives from the Purchaser to the extent required for the Subcontractor(s) to perform its/their work under the Contract, in which event the Supplier shall obtain from such Subcontractor(s) an undertaking of**

confidentiality similar to that imposed on the Supplier under GCC Clause 21.

- 21.2 The Purchaser shall not use such documents, data and other information received from the Supplier for any purposes unrelated to the Contract. Similarly, the Supplier shall not use such documents, data and other information received from the Purchaser for any purpose other than the design, procurement or other work and services required for the performance of the Contract.
- 21.3 The obligation of a party under GCC Sub-Clauses 21.1 and 21.2 above, however, shall not apply to information that:
- (a) the Purchaser or Supplier needs to share with the RGoB or other institutions participating in the financing of the Contract;
 - (b) now or hereafter enters the public domain through no fault of that party;
 - (c) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or
 - (d) otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.
- 21.4 The above provisions of GCC Clause 21 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.
- 21.5 The provisions of GCC Clause 21 shall survive completion or termination, for whatever reason, of the Contract.

22 Subcontracting

22.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under the Contract if not already specified in the Bid. Such notification, in the original Bid or later, shall not relieve the Supplier of any of its obligations, duties, responsibilities or liabilities under the Contract.

22.2 Subcontracts shall comply with the provisions of GCC Clauses 3 and 7.

23 Specifications and Standards

23.1 Technical Specifications and Drawings:

- (a) The Goods and Related Services supplied under this Contract shall conform to the technical specifications and standards stipulated in Section VI, Schedule of Supply and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the Goods' country of origin.
- (b) The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser.
- (c) **Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the editions or the revised versions of such codes and standards shall be those specified in the Schedule of Supply. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with GCC Clause 34.**

- 24 Packing and Documents
- 24.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. 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.
- 24.2 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 the SCC, and in any other instructions ordered by the Purchaser.
- 25 Insurance
- 25.1 Unless otherwise specified in the SCC the Goods supplied under the Contract shall be fully insured, in a freely convertible currency from an eligible country, against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery, in accordance with the applicable Incoterms or in the manner specified in the SCC.
- 26 Transportation
- 26.1 Unless otherwise specified in the SCC, responsibility for arranging transportation of the Goods shall be in accordance with the specified Incoterms.
- 27 Inspections and Tests
- 27.1 At its own expense and at no cost to the Purchaser the Supplier shall carry out all such tests and/or inspections of the Goods and Related Services as are specified in the SCC.
- 27.2 The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the Goods' final destination, or in another place in Bhutan as specified in the SCC. Subject to GCC Sub-Clause 27.3, if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.
- 27.3 The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC Sub-Clause 27.2, provided that the Purchaser bears all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all travelling and board and lodging expenses.
- 27.4 Whenever the Supplier is ready to carry out any such test and inspection, it shall give reasonable advance notice, including the place and time, to the Purchaser. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Purchaser or its designated representative to attend the test and/or inspection.
- 27.5 The Purchaser may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications, codes and standards under the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impedes the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.
- 27.6 The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.
- 27.7 The Purchaser may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Purchaser, and shall repeat the test and/or inspection, at no cost to the Purchaser, upon giving a notice pursuant to GCC Sub-Clause 27.4.
- 27.8 The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Purchaser or its representative, nor the issue of any report pursuant to GCC Sub-Clause 27.6, shall release the Supplier from any warranties or other obligations under the Contract.
- 28 Liquidated Damages
- 28.1 Except as provided for under GCC Clause 33, if the Supplier fails to deliver any or all of the Goods by the date(s) of delivery or fails to perform the Related Services within the period specified in the Contract, the Purchaser 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 specified in the SCC of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in those SCC. Once the maximum is reached, the Purchaser may terminate the Contract pursuant to GCC Clause 36.

- 29 Warranty
- 29.1 The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.
- 29.2 Subject to GCC Sub-Clause 23.1 (b), the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials and workmanship, under normal use in the conditions prevailing in Bhutan.
- 29.3 Unless otherwise specified in the SCC, the warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the SCC, or for eighteen (18) months after the date of shipment from the port or place of loading in the country of origin, whichever period concludes earlier.
- 29.4 The Purchaser shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects.
- 29.6 Upon receipt of such notice, the Supplier shall, within the period specified in the SCC, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser.
- 29.7 If, having been notified, the Supplier fails to remedy the defect within the period specified in the SCC, the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.
- 30 Patent Indemnity
- 30.1 The Supplier shall, subject to the Purchaser's compliance with GCC Sub-Clause 30.2, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:
- a) the installation of the Goods by the Supplier or the use of the Goods in Bhutan; and
 - b) the sale in any country of the products produced by the Goods.
- Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or reasonably to be inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant or materials not supplied by the Supplier, pursuant to the Contract.
- 30.2 If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in GCC Sub-Clause 30.1, the Purchaser shall promptly give the Supplier notice thereof, and the Supplier may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.
- 30.3 If the Supplier fails to notify the Purchaser within thirty (30) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf.
- 30.4 The Purchaser shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.
- 30.6 The Purchaser shall indemnify and hold harmless the Supplier and its employees, officers and Subcontractors from and against any and all suits, actions or administrative

- proceedings, claims, demands, losses, damages, costs and expenses of any nature, including attorney's fees and expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification or other documents or materials provided or designed by or on behalf of the Purchaser.
- 31 Limitation of Liability 31.1 **Except in cases of gross negligence or willful misconduct:**
- (a) neither party shall be liable to the other party, whether in contract, tort or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser; and
- (b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the Supplier to indemnify the Purchaser with respect to patent infringement.
- 32 Change in Laws and Regulations 32.1 **Unless otherwise specified in the Contract if, after the date thirty (30) days prior to the date of Bid submission, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated or changed in Bhutan (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery/Completion Schedule and/or the Contract Price, then such Delivery/Completion Schedule and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with GCC Sub-Clause 16.2.**
- 33 Force Majeure 33.1 **The Supplier shall not be liable for forfeiture of its Performance Security, 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.**
- 33.2 **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 Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.**
- 33.3 **If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser 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.**
- 34 Change Orders and Contract Amendments 34.1 **The Purchaser may at any time order the Supplier through notice in accordance with GCC Clause 8 to make changes within the general scope of the Contract in any one or more of the following:**
- (a) drawings, designs or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
- (b) the method of shipment or packing;
- (c) the place of delivery; and
- (d) the Related Services to be provided by the Supplier.
- 34.2 **If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery/Completion Schedule, or both, and**

the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be asserted within thirty (30) days from the date of the Supplier's receipt of the Purchaser's change order.

34.3 Prices to be charged by the Supplier for any Related Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

34.4 Subject to the above, no variation in or modification of the terms of the Contract shall be made except by written amendment by the parties.

35 Extensions of Time

35.1 If at any time during performance of the Contract the Supplier or its subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services pursuant to GCC Clause 13, the Supplier shall promptly notify the Purchaser in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.

35.2 Except in case of Force Majeure, as provided under GCC Clause 33, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 28, unless an extension of time is agreed upon, pursuant to GCC Sub-Clause 35.1.

36 Termination

36.1 Termination for Default

(a) The Purchaser, 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:

- (i) 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 the Purchaser pursuant to GCC Sub-Clause 35.1; or
- (ii) if the Supplier fails to perform any other obligation under the Contract; or
- (iii) if the Supplier, in the judgment of the Purchaser has engaged in fraud and corruption, as defined in GCC Clause 3, in competing for or in executing the Contract.

(b) In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 36.1(a), the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Purchaser for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

36.2 Termination for Insolvency

The Purchaser may at any time terminate the Contract by giving notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In such event, termination shall be without compensation to the Supplier, provided that such termination shall not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Purchaser.

36.3 Termination for Convenience.

- (a) The Purchaser, by notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.
- (b) The Goods that are complete and ready for shipment within thirty (30) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the

Contract terms and prices. For the remaining Goods, the Purchaser may elect:

(i) to have any portion completed and delivered at the Contract terms and prices;
and/or

(ii) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier.

- 37 Assignment 37.1 **Neither the Purchaser nor the Supplier shall assign, in whole or in part, their obligations under this Contract, except with the prior written consent of the other party.**
38. Export Restriction 38.1 Notwithstanding any obligation under the Contract to complete all export formalities, any export restrictions attributable to the Purchaser, to Bhutan, or to the use of the products/Goods, systems or services to be supplied, which arise from trade regulations from a country supplying those products/Goods, systems or services, and which substantially impede the Supplier from meeting its obligations under the Contract, shall release the Supplier from the obligation to provide deliveries or services, always provided, however, that the Supplier can demonstrate to the satisfaction of the Purchaser that it has completed all formalities in a timely manner, including applying for permits, authorizations and licenses necessary for the export of the products/Goods, systems or services under the terms of the Contract. Termination of the Contract on this basis shall be for the Purchaser's convenience pursuant to Sub-Clause 36.3.

Section VIII. Special Conditions of Contract (SCC)

Section VIII. Special Conditions of Contract	
The following Special Conditions of Contract (SCC) shall supplement and/or amend the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.	
1.1 (k)	The Project Site(s)/Final Destination(s) is/are; [Dzongkhag Store, Schools, Gwogs, Dungkhag Administration and hospitals under Zhemgang Dzongkhag]
1.1 (l)	The Purchaser is: <i>Dzongkhag Administration</i>
GCC 4.2 (a)	The meaning of the trade terms shall be as prescribed by Incoterms. If the meaning of any trade term and the rights and obligations of the parties thereunder shall not be as prescribed by Incoterms, they shall be as prescribed by: <i>[nil]</i>
GCC 4.2 (b)	The version of Incoterms shall be: <i>[nil]</i>
GCC 5.1	The language shall be: <i>[English]</i>
GCC 8.1	For notices , the addresses shall be: For the Purchaser: Attention: <u>[Dasho Dzongdag]</u> Address: <u>[Dzongkhag Administration, Zhemgang], Bhutan</u> @975-03-741102
GCC 9	The governing law shall be <u>the law of the Kingdom of Bhutan.</u>
GCC 10.2	The rules of procedure for arbitration proceedings pursuant to GCC Sub-Clause 10.2 shall be as follows: <i>[The Bidding Documents should contain one clause to be retained in the event of a Contract with a foreign Supplier and one clause to be retained in the event of a Contract with a Bhutanese Supplier. At the time of finalizing the Contract, the respective applicable clause should be retained in the Contract. The following explanatory note should therefore be inserted as a header to GCC Sub-Clause 10.2 in the Bidding Documents.</i> <i>“Clause 10.2 (a) shall be retained in the case of a Contract with a foreign Supplier and Clause 10.2 (b) shall be retained in the case of a Contract with a Bhutanese Supplier.”]</i> (a) Contract with a foreign Supplier: <i>[For Contracts entered into with foreign suppliers, international commercial arbitration may have practical advantages over other dispute settlement methods. Among the rules to govern the arbitration proceedings, the Purchaser may wish to consider the United Nations Commission on International Trade Law (UNCITRAL) Arbitration Rules of 1976, the Rules of Conciliation and Arbitration of the International Chamber of Commerce (ICC), the Rules of the London Court of International Arbitration or the Rules of the Arbitration Institute of the Stockholm Chamber of Commerce.]</i> <i>If the Purchaser chooses the UNCITRAL Arbitration Rules, the following sample clause</i>

	<p><i>should be inserted:</i></p> <p>GCC 10.2 (a)—Any dispute, controversy or claim arising out of or relating to this Contract, or breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the UNCITRAL Arbitration Rules as at present in force.</p> <p><i>If the Purchaser chooses the Rules of ICC, the following sample clause should be inserted:</i></p> <p>GCC 10.2 (a)—All disputes arising in connection with the present Contract shall be finally settled under the Rules of Conciliation and Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules.</p> <p><i>If the Purchaser chooses the Rules of the Arbitration Institute of the Stockholm Chamber of Commerce, the following sample clause should be inserted:</i></p> <p>GCC 10.2 (a)—Any dispute, controversy or claim arising out of or in connection with this Contract, or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the Rules of the Arbitration Institute of the Stockholm Chamber of Commerce.</p>
	<p><i>If the Purchaser chooses the Rules of the London Court of International Arbitration, the following clause should be inserted:</i></p> <p>GCC 10.2 (a)—Any dispute arising out of or in connection with this Contract, including any question regarding its existence, validity or termination shall be referred to and finally resolved by arbitration under the Rules of the London Court of International Arbitration, which rules are deemed to be incorporated by reference to this clause.</p> <p><i>(b) Contract with a Bhutanese Supplier:</i></p> <p>In the case of a dispute between the Purchaser and a Bhutanese Supplier, the dispute shall be referred to adjudication or arbitration in accordance with the laws of Bhutan.</p>
GCC 13.1	<p>Details of Shipping and other Documents to be furnished by the Supplier are <i>[insert the required documents, such as a negotiable bill of lading, a non-negotiable sea way bill, an airway bill, a railway consignment note, a road consignment note, insurance certificate, Manufacturer's or Supplier's warranty certificate, inspection certificate issued by nominated inspection agency, Supplier's factory shipping details etc]</i>.</p> <p>The above documents shall be received by the Purchaser before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses.</p>
GCC 16.2	<p>The prices charged for the Goods supplied and the related Services performed <i>[insert "shall" or "shall not," as appropriate]</i> be adjustable.</p> <p>If prices are adjustable, the following method shall be used to calculate the price adjustment <i>[see attachment to these SCC for a sample Price Adjustment Formula]</i></p>
GCC 17.1	<p><i>Sample provision</i></p> <p>GCC 17.1—The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:</p> <p>Payment for Goods supplied from abroad:</p> <p>Payment of the foreign currency portion shall be made in (BTN)</p>

	<p>Payment for Goods and Services supplied from within Bhutan:</p> <p>Payment for Goods and Services supplied from within Bhutan shall be made in BTN [currency], as follows:</p>
GCC 17.5	<p>The payment delay period after which the Purchaser shall pay interest to the supplier shall be [as per financial rule of Bhutan].</p> <p>The interest rate that shall be applied is (Financial rule of Bhutan)</p>
GCC 19.1	<p>The amount of the Performance Security shall be: lump sum of Nu; <u>35,000 (thirty five thousand only)</u></p>
GCC 19.3	<p>The types of acceptable Performance Securities are:</p> <ul style="list-style-type: none"> (i) <u>Unconditional bank guarantee issued by financial institution located in Bhutan and acceptable to the Purchaser, in the form provided for in the Contract or in any other form acceptable to the Purchaser, or</u> (ii) Cash warrant, or (iii) Demand draft.
GCC 19.4	<p>Discharge of Performance Security shall take place: <u>[indicated in GCC Sub-Clause 19.4]</u></p>
GCC 24.2	<p>The packing, marking and documentation within and outside the packages shall be: <u>[as per supply and work order]</u></p>
GCC 25.1	<p>The damage / broken/ lost of goods during transportation and service charges including any tax should be borne by the supplier at their own cost.</p>
GCC 26.1	<p>Responsibility for transportation of the Goods shall be <u>borne by supplier with their own cost.</u></p>
GCC 27.1	<p>The inspections and tests shall be: <u>[done by committee during the time of delivery]</u></p>
GCC 27.2	<p>Inspections and tests shall be conducted at: <u>[site]</u></p>
GCC 28.1	<p>The liquidated damages shall be: <u>[.05] % from the total bill amount per day.</u></p>
GCC 28.1	<p>The maximum amount of liquidated damages shall be: <u>.05 %. [The maximum figure is normally ten percent (10%)]</u></p>
GCC 29.3	<p>The period of validity of the Warranty shall be: <u>[90] days.</u></p> <p>For the purposes of the Warranty the place(s) of final destination(s) shall be: <u>at site</u></p>
GCC 29.5 and 29.6	<p>The period for repair or replacement shall be: <u>[45] days after notification letter.</u></p>

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Section IX. Contract Forms

Table of Forms

Performance Security

Bank Guarantee for Advance Payment

Performance Security

[The bank, as requested by the successful Bidder, shall fill in this form in accordance with the instructions indicated]

Date: *[insert date (as day, month, and year) of Bid submission]*
IFB No. and title: *[insert no. and title of bidding process]*

Bank’s Branch or Office: *[insert complete name of Guarantor]*

Beneficiary: *[insert complete name of Purchaser]*

PERFORMANCE GUARANTEE No.: *[insert Performance Guarantee number]*

We have been informed that *[insert complete name of Supplier]* (hereinafter called "the Supplier") has entered into Contract No. *[insert number]* dated *[insert day and month]*, *[insert year]* with you, for the supply of *[description of Goods and related Services]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a Performance Guarantee is required.

At the request of the Supplier, we hereby irrevocably undertake to pay you any sum(s) not exceeding *[insert amount(s)]*¹⁵ *in figures and words* upon receipt by us of your first demand in writing declaring the Supplier to be in default under the Contract, without cavil or argument, or you needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This Guarantee shall expire no later than the *[insert number]* day of *[insert month]* *[insert year]*,¹⁶ and any demand for payment under it must be received by us at this office on or before that date. We agree to a one-time extension of this Guarantee for a period not to exceed *[six months]* *[one year]*, in response to the Purchaser’s written request for such extension, such request to be presented to us before the expiry of the Guarantee.

¹⁵ The Bank shall insert the amount(s) specified in the SCC and denominated, as specified in the SCC, either in the currency(ies) of the Contract or a freely convertible currency acceptable to the Purchaser.

¹⁶ Date established in accordance with Clause 19.4 of the General Conditions of Contract (“GCC”). The Purchaser should note that in the event of an extension of the time to perform the Contract, the Purchaser would need to request an extension of this Guarantee from the Bank. Such request must be in writing and must be made prior to the expiration date established in the Guarantee.

[signatures of authorized representatives of the bank and the Supplier]