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**PROCUREMENT OF  
CARTRIDGES FOR THE  
FINANCIAL YEAR  
2017-2018**



**DEPARTMENT OF NATIONAL  
PROPERTIES**

**MINISTRY OF FINANCE**

## Supply of Cartridges (Photocopiers, Printers and Faxes)

Department of National Properties  
Doebum Lam  
Thimphu Bhutan

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Bidding Document for Supply Cartridges  
(Photocopiers, Printers & Fax) for Financial  
Year 2017-2018

Department of National Properties  
Ministry of Finance  
Thimphu Bhutan

## Standard Bidding Documents

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**PART 1 – Bidding Procedures**

# Section I. Instructions to Bidders

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## Section I. Instructions to Bidders

### A. General

- 1 Scope of Bid and Source of 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.<sup>1</sup> 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”<sup>2</sup> is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value<sup>3</sup> to influence improperly the actions of another party;
- (ii) “Fraudulent practice”<sup>4</sup> is any intentional act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to

<sup>1</sup> 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.

<sup>2</sup> “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.

<sup>3</sup> “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.

<sup>4</sup> 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.

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mislead, a party to obtain a financial or other benefit or to avoid an obligation;

- (iii) “Collusive practice”<sup>5</sup> 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”<sup>6</sup> 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 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

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<sup>5</sup> “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.

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

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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.

2.2 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

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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.

## **B. 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

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### **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.

### **C. 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.
- 12. Documents  
Comprising the Bid** 12.1 The Bid shall comprise the following:
- (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 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.

**14. Price Schedules**

14.1 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.

**15. Alternative Bids**

15.1 Unless otherwise indicated in the BDS alternative Bids shall not be considered.

**16. Bid Prices and Discounts**

16.1 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.

16.2 All lots and items in the Schedule of Supply must be listed and priced separately in the Price Schedules.

16.3 The price to be quoted in the Bid Submission Sheet shall be the total price of the Bid excluding any discounts offered.

16.4 The Bidder shall quote any unconditional discounts and the methodology for their application in the Bid Submission Sheet.

16.5 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 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.

- 19. Documents Establishing the Eligibility of the Bidder**
- 19.1 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**
- 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.
- 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.
- 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.
- 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.
- 22. Documents Establishing the Qualifications of the Bidder**
- 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:
- (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;

- (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;
- (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:
  - (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.
- (d) that the Bidder meets each of the qualification criteria specified in Section III, Evaluation and Qualification Criteria.

### **23. Period of Validity of Bids**

- 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.
- 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

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.

## **24. Bid Security**

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.

24.2 The Bid Security shall:

- (a) at the Bidder's option, be in any of the following forms:
  - (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.

## **D. 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 address<sup>7</sup> 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

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<sup>7</sup> 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.

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 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

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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.

## **E. 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 Reject Any or All Bids**

- 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.

**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**

- 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

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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. Compliant 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

<b>A. Introduction</b>	
<b>ITB 1.1</b>	The Purchaser is: <b>Department of National Properties.</b>
<b>ITB 1.1</b>	The name, identification number and number of lots within this procurement are: <b>Toner/ Cartridges for photo copier, printer &amp; fax.</b>
<b>ITB 3.1</b>	A Bidder, and all parties constituting the Bidder, may have the nationality of Bhutan only.
<b>B. Bidding Documents</b>	
<b>ITB 8.2</b>	For <b>clarification of Bid purposes</b> only, the Purchaser's address is: Attention: <b>Tshering Choden, Sr. Procurement Officer</b> Address: <b>Central Procurement Section, Government Procurement Property Management Division, DNP, Doebum Lam, MoF, Thimphu Bhutan</b> Facsimile number: <b>975-02-324129/ 975-02-322582</b> Electronic mail address: <a href="mailto:tchoden@mof.gov.bt">tchoden@mof.gov.bt</a>
<b>C. Preparation of Bids</b>	
<b>ITB 11.1</b>	The language of the Bid is: <b>English.</b>
<b>ITB 12.1 (k)</b>	The Bidder shall submit with its Bid the following additional documents: <b>A copy of Valid Trade Licence &amp; Tax clearance Certificate.</b>
<b>ITB 12.1 (j)</b>	The bidders shall submit a signed Integrity Pact: <b>NO</b>
<b>ITB 14.1</b>	Price Schedule: Bidder are strictly required to use the price schedule provided by the procuring agencies failing to comply will lead to rejection of bids.
<b>ITB 15.1</b>	Alternative Bids <b>shall not be</b> permitted.
<b>ITB 16.5</b>	The Incoterms edition is: <b>2015 edition.</b>
<b>ITB 16.6 (a) (iii), (b) (ii) and (c) (v)</b>	The final destination (Project Site) is: <b>All the ten ministries (Department/ Divisions/Sections under ten Ministries located in Thimphu as per the supply order No.)</b>
<b>ITB 17.1</b>	The prices quoted by the Bidder <b>shall not</b> be adjustable.
<b>ITB 18.1</b>	The Bidder is required to quote only in <b>Ngultrum (BTN)</b>

<b>ITB 21.3</b>	The period of time for which the Goods are expected to be functioning (for the purpose of spare parts, special tools, etc) is <b>Not applicable</b> .
<b>ITB 22.1 (a)</b>	Manufacturer's authorization is <b>not</b> required.
<b>ITB 22.1 (b)</b>	After sales maintenance, repair, spare parts stocking and related services <b>are not</b> required, and the Bidder therefore is <b>not</b> required to be represented by a suitably equipped and able agent in Bhutan.
<b>ITB 23.1</b>	The Bid validity period shall be <b>60 days</b> .
<b>ITB 24.1</b>	The amount and currency of the Bid Security is; <b>Nu. 100,000 ( One Lakh Only)</b>
<b>D. Submission and Opening of Bids</b>	
<b>ITB 25.1 and 26.1</b>	In addition to the original of the Bid, the number of copies is: <b>One Copy. (One original &amp; one copy)</b>
<b>ITB 26.3 (d)</b>	The name and identification number of the Contract is <b>Supply of Cartridges ( Photocopier/ Printers/ Faxes)</b>
<b>ITB 26.3 (e)</b>	The time and date for Bid Opening is <b>2.30 pm</b> Bhutan time on <b>Monday 05 June, 2017</b> .
<b>ITB 26.7</b>	Bidders <b>shall not</b> have the option of submitting their Bids electronically.
<b>ITB 27.1</b>	For Bid submission purposes, the Purchaser's address is: Attention: <b>Director General</b> Address: <b>Department of National Properties</b> <b>Ministry of Finance</b> <b>Thimphu Bhutan</b> The deadline for the submission of Bids is: Date: <b>Monday 05 June, 2017</b> . Time: <b>12.30 pm</b> BST ( Bhutan Standard time)
<b>ITB 30.1</b>	The Bid Opening shall take place at: Address: <b>DNP Conference Hall, Bhutan</b> . Date: <b>Monday 05 June, 2017</b> . Time: <b>2.30 pm</b> BST (Bhutan Standard time).
<b>E. Evaluation and Comparison of Bids</b>	
<b>ITB 37.1</b>	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.

<b>ITB 38.1</b>	A margin of five percent (5%) Domestic Preference <b>shall not</b> apply.
<b>ITB 39.3 (a)</b>	Bids will be evaluated for each item and the Contract will comprise the item(s) awarded to the successful Bidder.If descriptions of items under Price Schedule and Delivery Schedule is repeated, lowest quote item will be considered for evaluation.
<b>ITB 39.3 (e)</b>	<p>The adjustments shall be determined using the following criteria from amongst those set out in Section III, Evaluation and Qualification Criteria:</p> <p>(a) Deviation in Delivery schedule: <b>No.</b></p> <p>(b) Deviation in payment schedule: <b>No.</b></p> <p>(c) The cost of major replacement components, mandatory spare parts, and service: <b>No.</b></p> <p>(d) The availability in Bhutan of spare parts and after-sales services for the equipment offered in the Bid: <b>No.</b></p> <p>(e) The projected operating and maintenance costs during the life of the equipment: <b>No.</b></p> <p>(f) The performance and productivity of the equipment offered: <b>No.</b></p> <p>(g) <b>No</b> other specific criteria</p>
<b>ITB 39.6</b>	Bidders <b>shall not</b> be allowed to quote separate prices for one or more lots. Bidders <b>shall not</b> be allowed to quote more than one unit rate each item and multiple rates will be not be accepted. <b>(Not applicable- as evaluation will be item based)</b>
<b>F. Award of Contract</b>	
<b>ITB 44.1</b>	<p>The maximum percentage by which quantities may be increased is <b><u>15 %</u></b></p> <p>The maximum percentage by which quantities may be decreased is <b><u>15 %</u></b></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.
- (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): [*The financial capability amended as not required*]

(b) Experience and Technical Capacity

The Bidder shall furnish documentary evidence to demonstrate that it meets the following experience requirement(s): [*at least one year (calendar year prior to 2017) supply experience in toner for printer, photocopier and fax*]

(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

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### Bidder Information Form

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

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 <i>[insert Bidder's legal name]</i>
2. In the case of a Joint Venture, Consortium or Association (JV/C/A) legal name of each party: <i>[insert legal name of each party in JV/C/A]</i>
3. Bidder's actual or intended Country of Registration: <i>[insert actual or intended Country of Registration]</i>
4. Bidder's Year of Registration: <i>[insert Bidder's year of registration]</i>
5. Bidder's Legal Address in Country of Registration: <i>[insert Bidder's legal address in country of registration]</i>
6. Bidder's Authorized Representative Information  Name: <i>[insert Authorized Representative's name]</i> Address: <i>[insert Authorized Representative's Address]</i> Telephone/Fax numbers: <i>[insert Authorized Representative's telephone/fax numbers]</i> E-mail Address: <i>[insert Authorized Representative's e-mail address]</i>
7. Attached are copies of the following original documents: <i>[check the box(es) of the attached original documents]</i> <ul style="list-style-type: none"> <li>• Articles of Incorporation or Registration of firm named in 1 above, in accordance with ITB Sub-Clause 3.1.</li> <li>• 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).</li> <li>• 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.</li> <li>• Power of attorney authorizing the signatory of the Bid to sign on behalf of the Bidder.</li> </ul>

### 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: <i>[insert Bidder's legal name]</i>
2. JV/C/A Party's legal name: <i>[insert JV/C/A Party's legal name]</i>
3. JV/C/A Party's Country of Registration: <i>[insert JV/C/A Party's country of registration]</i>
4. JV/C/A Party's Year of Registration: <i>[insert JV/C/A Party's year of registration]</i>
5. JV/C/A Party's Legal Address in Country of Registration: <i>[insert JV/C/A Party's legal address in country of registration]</i>
6. JV/C/A Party's Authorized Representative Information Name: <i>[insert name of JV/C/A Party's authorized representative]</i> Address: <i>[insert address of JV/C/A Party's authorized representative]</i> Telephone/Fax numbers: <i>[insert telephone/fax numbers of JV/C/A Party's authorized representative]</i> E-mail Address: <i>[insert e-mail address of JV/C/A Party's authorized representative]</i>
7. Attached are copies of the following original documents: <i>[check the box(es) of the attached original documents]</i> <ul style="list-style-type: none"> <li>• Articles of Incorporation or Registration of firm named in 2 above, in accordance with ITB Sub-Clause 3.1.</li> <li>• 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.</li> </ul>

**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: *[insert date of Bid submission]*

Invitation for Bid No.: *[insert number of IFB]*

Alternative No.: *[insert number, if this Bid is for an alternative]*

To: *[insert complete name of the Purchaser]*

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda No.: *[insert the number and date of issue of each addendum]*;
- (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: *[insert a brief description of the Goods and Related Services]*;
- (c) The total price of our Bid, excluding any discounts offered in item (d) below is: *[insert the Bid Price in words and figures, indicating the various amounts and their respective currencies]*;
- (d) The discounts offered and the methodology for their application are:

**Discounts.** If our Bid is accepted, the following discounts shall apply:

*[Specify in detail each discount offered and the specific item of the Schedule of Supply to which it applies.]*

**Methodology of Application of the Discounts.** The discounts shall be applied using the following methodology:

*[Specify in detail the methodology that shall be used to apply the discounts];*

- (e) Our Bid shall be valid for a period of *[insert number]* 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: *[insert the nationality of the Bidder, including*

*that of all parties that comprise the Bidder if the Bidder is a JV/C/A, and the nationality each subcontractor and supplier]*

- (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 Schedule Forms**

*[The Bidder shall fill in these Price Schedule Forms in accordance with the instructions indicated. The list of line items in Column 1 of the **Price Schedules** shall coincide with the List of Goods and Related Services specified by the Purchaser in the Schedule of Supply.]*

**Price Schedule**

***Printer Cartridges***

Date: \_\_\_\_\_  
 IFB No: \_\_\_\_\_  
 Currencies in accordance with ITB Clause 18  
 Alternative No: \_\_\_\_\_  
 Page No: \_\_\_\_\_ of \_\_\_\_\_

1	2	3	4	5	6	7	8	9
Line Item N°	Description of Goods	Country of Origin	Quantity	Unit	Unit price (BTN)	Unit Price (Foreign currency)	Total Price per Line item (BTN)	Total Price per Line item (Foreign Currency)
	<b><i>ALL original</i></b>							
1	AR-M201			per toner				
2	Brother HL 5340 DN			per toner				
3	Brother MFC 7360 (TN 2280)			per toner				
4	Brother TN 3320			per toner				
5	C8767W-HP-96			per toner				
6	C9363W HP-97 (C9363WA)			per toner				
7	C9720A Black			per toner				

8	C9721A Cyan			per toner				
9	C9722A Yellow			per toner				
10	C9723A Meganta			per toner				
11	Canon FX9S Cartridge jil 3220			per toner				
12	CB540A Black			per toner				
13	CB541 A Cyan			per toner				
14	CB542A Yellow			per toner				
15	CB543A Meganta			per toner				
16	CC388A/88A			per toner				
17	CE 255A			per toner				
18	CE278A			per toner				
19	Dell -2350cnW ( A998/A989/A990/A991)			per toner				
20	Dell1350CNW C-W27RH			per toner				
21	Dell1350CNW K-XH34T			per toner				
22	Dell1350CNW M-YY4G6			per set				
23	Dell1350CNW Y-X26J2			per toner				
24	Fax Toner Brother 2820(TN 2025)			per toner				
25	HP 55A			per toner				
26	HP 80 A			per toner				
27	HP inkjet-27 Colour			per toner				
28	HP inkjet-28 Colour			per toner				

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29	HP ink cartridge C9351AA(21)			per pc				
30	HP ink cartridge C9352AA(colour)			per pc				
31	HP Laserjet Q7551A			per toner				
32	HP Printer toner P1505			per toner				
33	HP toner 1018 (Q2612A)			per toner				
34	HP Toner 12A			per toner				
35	hp toner 36A (CB 436A)			per toner				
36	HP Toner 53A			per toner				
37	HP Toner 26A			per toner				
38	HP toner 9549A (Q5949A)			per toner				
39	HP toner C3906F black			per toner				
40	HP Toner Q7516A			per toner				
41	HP toner laserjet 1213nf MFP			per toner				
42	Inkjet 95 ( C8766WA)			per toner				
43	Inkjet 96 (C8767WA)			per toner				
44	Konica TN101k(7118)			per toner				
45	Laserjet 1300 -Q2613A			per toner				
46	Laserjet 2200-C4096A			per toner				
47	Laserjet 4 plus 92298A			per toner				
48	Laserjet 4000 TN -C4127X			per toner				
49	Laserjet 4050 C-C4127A			per toner				

50	Laserjet 4100-C8061X			per toner				
51	Laserjet 4200 Q1338A			per toner				
52	Laserjet toner 42A			per toner				
53	Laserjet 4500 C-4191A ( Yellow)			per toner				
54	Laserjet 4500 C-4191A (Drum Kit )			per toner				
55	Laserjet 4500 C-4191A (Transfer kit) (C4196A)			per toner				
56	Laserjet 4500 C-4191A black			per toner				
57	Laserjet 4500 C-4192A Cyan			per toner				
58	Laserjet 4500 C-4193A (Magenta)			per toner				
59	Laserjet 4550 toner (Colour)			per toner				
60	Laserjet 92275A colour			per toner				
61	Laserjet -C 3909A			per toner				
62	Laserjet C4092A			per toner				
63	Q4129x			per toner				
64	Q-6511A			per toner				
65	Q7553A			per toner				
66	Toner 05A			per toner				
67	Toner 26A							
68	Toner 1320/ Q5949A			per toner				
69	Toner HL 2250DN			per toner				
70	Toner 64 A			per toner				

71	Toner C7115A			per toner				
72	Toner PE-16 (113R0067)			per toner				
73	Xerox work centre 6045 N			per toner				
74	HL 5450DN - DR 3355			per toner				
75	Xerox Work Centre toner PE 220 (013R00621)			per toner				
76	Drum cartridge for C118			per toner				
77	Drum cartidge for brother 2820			per toner				
78	Drum cartridge for xerox 5020			per toner				
79	Laserjet M1136 MFP BOISB-0901-02 CC-388A			per toner				
80	Panasonic KX-FP701 KX-FP701CX fax carbon			per toner				
81	Brother MFC-7360 MFC-7360 TN-2260			per toner				
82	Nashutec MP 2000 L7076964548 (DSM 618D)			per toner				
83	Hp laserjet P2055d BOISB-0801-00 VNC3B13270			per toner				
84	Hp laserjet P2055d BOISB-0801-00 CNCJ200217			per toner				
85	HP Auto smart 8450			per toner				
86	i. C9369W Hp 99			per toner				
87	ii. C8767W-HP – 96			per toner				
88	iii. C9363W-HP- 97 HP Tri color			per toner				
89	KX-MB772 printer panasonic KX-MB772CX 9FAFA001350			per toner				
90	Brother MFC-7360 TN-2260			per toner				

91	Colour printer Hp laserjet 1320 Q5927A CNRJ69F0J4			per toner				
92	i. Colour Printer HL-4150CDW			per toner				
93	ii. Colour Printer HL-340/M/Y/BK			per toner				
94	iii. Colour Printer HL-348C/M/Y/BK			per toner				
95	iv. Colour Printer HL-345C/M/Y/			per toner				
96	Hp laserjet P1505 CB412A Hp 36A			per toner				
97	Hp laserjet 1100 C4224A SGJQ355884 92A			per toner				
98	Hp laserjet P2055d BOISB-0801-00 CNCJ201415			per toner				
99	Konica minolta 02582 20300361			per toner				
100	panasonic KX-FT981SX			per toner				
101	Brother MFC-7360 E69906G1N729664 TN-2260			per toner				
102	Konica minolta Bizub 2015 A3PE041003310			per toner				
103	Hp laserjet 2420d CNSJD45939			per toner				
104	lesarjet pro 400M401dn CF278A VNK3K09828 80A			per toner				
105	Laserjet p1005 35A			per toner				
106	Epson L360			per toner				
107	Laserjet M1213nf MFP 88A			per toner				
108	HP laserjet 2300d 10A			per toner				
109	HP laserjet 2300d 2610A			per toner				
110	Dell 2230d M797K			per toner				

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111	HP laserjet M1132MFP 85A			per toner				
112	HP laserjet 2420dn Q6511A			per toner				
113	HP laserjet 1213 MFP 88A			per toner				
114	HP laserjet M1136 MFP 88A			per toner				
115	HP laserjet PRO MFP M128fn 88A			per toner				
116	HP laserjet Pro 400 M401d CF280A			per toner				
117	HP laserjet P3005d Q7551A			per toner				
118	HP laserjet 5040 C4127A			per toner				
119	HP laserjet PROMFP M128 nf 88A			per toner				
120	Laserjet M1132 MFD CE285A			per toner				
121	HP laserjet Pro 400 M401d 80A			per toner				
122	HP laserjet 1213fn MFP 88A			per toner				
123	HP laserjet M1132 MFP 85A			per toner				
124	HP laserjet 1320 Q5949A			per toner				
125	HP laserjet Pro 400 80A			per toner				
126	Samsung SCX 4100d3			per toner				
127	Samsung SCX 4200d			per toner				
128	HP laserjet p1007 c388A			per toner				
129	HP laserjet 1320 49A			per toner				
130	HP laserjet 2055d 05A			per toner				
131	HP laserjet 2420dn 11A			per toner				

132	HP laserjet p1102 CE285A			per toner				
133	HP laserjet M1136 MFP c388A			per toner				
134	HP laserjet p2015dr 53A			per toner				
135	Samsung scx 4100d			per toner				
136	Colour printer canon pixma pixma9500			per toner				
137	HP laserjet 2420 11A			per toner				
138	HP laserjet 4050 27A			per toner				
139	HP laserjet 400 80A			per toner				
140	Dell 2230d 00k596K			per toner				
141	Laserjet ProM128 88A			per toner				
142	Laserjet Pro 400 80A			per toner				
143	HP laserjet p2055d 05A			per toner				
144	HP laserjet 1020 plus 12A			per toner				
145	Epison EPL-6200L			per toner				
146	HP laserjet MFP M128fn 88A			per toner				
147	Cannon 328			per toner				
148	HP laserjet p2055d 55A			per toner				
149	HP laserjet p2420d 11A			per toner				
150	HP laserjet HP Pro 400M 80A			per toner				
151	Dell 223od M797			per toner				
152	Laserjet Pro-400 M40ld 80A			per toner				

153	Laserjet M1136 MFP 88A			per toner				
154	Dell 2230d			per toner				
155	Laserjet p2055d 05A			per toner				
156	HP laser jet pro M402d 26A			per toner				
157	EPSON EPL-6200L 4518			per toner				
158	HP Laserjet p2015dn 53A			per toner				
159	HP Laserjet 2013 49A			per toner				
160	HP color Laserjet p40154 64A			per toner				
161	HP color Laserjet 4650 C9722A (yellow)			per toner				
162	HP color Laserjet 4650 C9720 (Black)			per toner				
163	HP color Laserjet 4650 C9723A(Meganta)			per toner				
164	HP Laserjet 4650 C9721A(Cyan)			per toner				
165	HP Laserjet P1007 88A			per toner				
166	HP laserjet 1020 Q2612A			per toner				
167	HP laserjet 4050N C4127A			per toner				
168	HP laserjet 2300 Q2610A			per toner				
169	HP laserjet P1005 88A			per toner				
170	HP laserjet M402dn 26A			per toner				
171	HP laserjet P1505 C436A			per toner				
172	NL Nashutec CSP4100			per toner				
173	HP Laserjet P4015n 64A			per toner				

174	HP Laserjet 2055d 2055d			per toner				
175	HP laserjetP1007 P1007			per toner				
176	HP laserjetP3005d P3005d			per toner				
177	HP LaserjetP4015n P4015n			per toner				
178	Dell printer 1130n 1130n			per toner				
179	Dell printer 2330dn 2330dn			per toner				
180	Brother HL5450dn TN-2230			per toner				
181	Brother HL2250DN 2250DN			per toner				
182	brother 7860DN TN2280			per toner				
183	Brother TN2365			per toner				
184	brother TN-2365			per toner				
185	brother TN-1020			per toner				
186	Hp Laserjet Toner P4041/CC364A (64A)			per toner				
187	Hp Laserjet Toner P4015/CC364A (64A)			per toner				
188	Hp Laserjet toner 2055d CE 05A			per toner				
189	Hp Color Laserjet CP 3525			per toner				
190	Yellow CE252A			per toner				
191	Meganeta CE253A			per toner				
192	Cyan CE251A			per toner				
193	Black CE250A			per toner				
194	Hp Laserjet Toner M1522n/ CB 36A			per toner				

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195	Hp Laserjet Toner 2300d/ 10A			per toner				
196	Hp Laserjet Toner P1606dn/ CE 78A			per toner				
197	Hp Laserjet Toner 2200D/ 96A			per toner				
198	Hp Laserjet Toner M1136MFT/ 88A			per toner				
199	Hp Laser jet Toner 4000/ 61X			per toner				
200	Hp Laserjet Toner 53A color& black			per toner				
201	Hp Laser jet Toner 27A			per toner				
202	Hp Laser jet Toner 27X			per toner				
203	Hp Laserjet Toner 92A			per toner				
204	Hp Laserjet Toner 29X			per toner				
205	Hp Laserjet Toner 98A			per toner				
206	Hp Laserjet Toner 38A			per toner				
207	Hp Laserjet Toner 12A			per toner				
208	Hp Laser jet Toner C3903F			per toner				
209	Hp Laser jet Toner 5401			per toner				
210	Hp Laser jet Toner4/600PS			per toner				
211	Hp Laser jet Toner 49A			per toner				
212	Hp Laser jet Toner Color C6578D			per toner				
213	Hp Laser jet Toner 11A			per toner				
214	Hp Color Toner 4600 DTN			per toner				
215	Black			per toner				

216	Magenta			per toner				
217	Yellow			per toner				
218	Cyan			per toner				
219	Hp Laserjet Toner 42A			per toner				
220	Hp Laserjet Toner 8150DN/82X			per toner				
221	Laserjet Pro M1212NF MFP 85A			per toner				
222	Laserjet Toner 5200			per toner				
223	Laserjet Toner P3015DN/CE255A			per toner				
224	Color Printer Toner Q3970A			per toner				
225	Color Printer Toner Q3971A			per toner				
226	Color Printer Toner Q3972A			per toner				
227	Color Printer Toner Q3973A			per toner				
228	Color Printer Toner Q3960A			per toner				
229	Color Printer Toner Q3961A			per toner				
230	Color Printer Toner Q3962A			per toner				
231	Color Printer Toner Q3963A			per toner				
232	Ink Cartridge 21 black (Hp)			per toner				
233	Ink Cartridge 22 tri color (Hp)			per toner				
234	Ink Cartridge 6657A			per toner				
235	Ink Cartridge 6656A			per toner				
236	Toner Cartridge black 45A			per toner				

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237	Okai Color Printer Toner C7 300			per toner				
238	Toner SP 3300DN			per toner				
239	Toner Cartridge 23D			per toner				
240	Toner Cartridge Q7551A			per toner				
241	Printer cartridge Jet mark 260DN			per toner				
242	Magenta 920XL			per toner				
243	Cyan 920XL			per toner				
244	Yellow 920XL			per toner				
245	Black 920XL			per toner				
246	Canon printer M496 CL-811 color			per toner				
247	Canon printer M496 CL-811 black			per toner				
248	Printer brother DCP 1510 Toner TN-1020			per toner				
249	Hp Laserjet Toner CF280A			per toner				
250	Toner for Printer Phaser 3435			per toner				
251	Tonar Cartridge HP LaserJet 55A			per toner				
252	Tonar Cartridge HP Laserjer 85A			per toner				
253	Tonar Cartridge HP Laserjet 83A			per toner				
254	Tonar Cartridge HP Laserjet 80A			per toner				
255	Canon Cartridge 21			per toner				
256	Conon FX 9s			per toner				
257	HP 4200N 38 A			per toner				

258	1300 Series 15 A			per toner				
259	4250 42 A			per toner				
260	1020 12 A			per toner				
261	2015 53 A			per toner				
262	P3005 53 A			per toner				
263	Pro 8500 Ink cartridge 940			per toner				
264	P2055d 05A			per toner				
265	P3015 55 A			per toner				
266	P2055d 80 A			per toner				
267	HP Pro M401D 81 A			per toner				
268	5410DN 80 A			per toner				
269	HP 1213 88 A			per toner				
270	HP 400d 80 A			per toner				
271	HP 402dn			per toner				
272	3220 Work center 3250			per toner				
273	3100 Work center 3045			per toner				
274	4820 D 328 (Stater-Canon)			per toner				
275	HP 53A			per toner				
276	HP CE250-53			per toner				
277	HP 15A			per toner				
278	HP 15 A			per toner				

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279	HP 05 A			per toner				
280	HP 88A			per toner				
281	Hp 88 A			per toner				
282	HP 83 A			per toner				
283	Canon			per toner				
284	HP 26A			per toner				
285	HP Laserjet 53 A			per toner				
286	HP Lasejet 38 A			per toner				
287	Hp Lasejet 05A			per toner				
288	HP Laserjet 05 A			per toner				
289	Phaser 3435			per toner				
290	HP 38A			per toner				
291	HP 96A			per toner				
292	HP 42A			per toner				
293	HP05A			per toner				
294	Richo			per toner				
295	HP 80A			per toner				
296	HP 11A			per toner				
297	HP 10A			per toner				
298	HP CE320-323A			per toner				
299	HP 4700N			per toner				

300	HP 78A			per toner				
301	HP 51A			per toner				
302	HP 29X			per toner				
303	HP 05A			per toner				
304	HP 49A			per toner				
305	HP Lasejet cartridge ( 92298A)			per toner				
306	HP Lasejet cartridge ( C4127X)			per toner				
307	HP Lasejet cartridge ( C4129X)			per toner				
308	Printer cartridge 88A			per toner				
309	Printer cartridge 49A			per toner				
310	Printer cartridge 96A			per toner				
311	Printer cartridge 85A			per toner				
312	Printer cartridge 27A			per toner				
313	Printer cartridge 05A			per toner				
314	Toner cartridge for brother multifunction Printer 2240d/2840 (TN 2260/2280), original			per toner				
315	Toner cartridge for brother multifunction Printer 7055 series (TN2030/2060), original			per toner				
316	Toner cartridge for hp LaserJet Printer cp3505 series (Q6470 black, Q7581a, Q7582a, Q7583a) set, original			per toner				
317	Toner cartridge for hp LaserJet color Printer 1500/2500 series (C9700a, C9701a, C9702a, & C9703a) set, original			per toner				

318	Toner cartridge for hp LaserJet color Printer cp 1525n series (CE320a, CE321a, CE322a, & CE323a) set, original			per toner				
319	Toner cartridge for hp LaserJet color Printer cp 3525 (CE250a, CE251a, CE252a, & CE253a) set, original			per toner				
320	Toner cartridge for hp color LaserJet 500m 551n (CE400A black, CE401A cyan, CE402A yellow, CE 403A magenta), original			per toner				
321	Toner cartridge for hp LaserJet Printer m1210, m1212, m1213nf mfp series (CE285a), original			per toner				
322	Toner cartridge for hp LaserJet Printer 1010/1015/1020/3020/3030/3050 series (Q2612a), original			per toner				
323	Toner cartridge for hp LaserJet Printer 1160,1320, 3390, 3392 series (Q5949A), original			per toner				
324	Toner cartridge for hp LaserJet Printer 1200 series (C7115a), original			per toner				
325	Toner cartridge for hp LaserJet Printer 1300 series (Q2613Aa), original			per toner				
326	Toner cartridge for hp LaserJet Printer 2100 / 2200 series (C4096Aa), original			per toner				
327	Toner cartridge for hp LaserJet Printer 2820 series (Q3960a, Q3961a, Q3962a, Q3963a), original			per toner				
328	Toner cartridge for hp LaserJet Printer 4200 series (Q1338a), original			per toner				
329	Toner cartridge for hp LaserJet Printer p1005,1006 series (CB435a), original			per toner				
330	Toner cartridge for hp LaserJet Printer p1120, p1505, p1522 series(CB436a), original			per toner				

331	Toner cartridge for hp LaserJet Printer p2035, p2050, p2055dn Series (CE505a), original			per toner				
332	Toner cartridge for hp LaserJet Printer p2727mfp, p2014, p2015 series (Q7553a), original			per toner				
333	Toner cartridge for hp LaserJet Printer p3015dn series (CE255a), original			per toner				
334	Toner cartridge for hp LaserJet Printer p3027mfp, m3035mfp, p3005 series (Q7551a), original			per toner				
335	Toner cartridge for hp LaserJet printer 2600, 2600n (Q6000a black, Q6001a Cyan, Q6002a yellow & Q6003 Magenta), original			per toner				
336	Toner cartridge for hp LaserJet Printer 2420 series (Q6511a), original			per toner				
337	Toner cartridge nashuatec for multifunction Printer f110dn (SP1000), original			per toner				
338	Toner cartridge nashuatec for multifunction Printer sp1100n (SP1100), original			per toner				
339	Toner cartridge nashuatec for multifunction Printer sp3200sf (SP3200), original			per toner				
340	Toner cartridge nashuatec for Printer 3300d (SP3300), original			per toner				
341	Toner cartridge nashuatec for Printer 3410dn (SP3400), original			per toner				
342	Toner cartridge nashuatec for Printer bp 20n (BP22), original			per toner				
343	Toner cartridge nashuatec for Printer sp4210n (SP4100), original			per toner				
344	Toner cartridge for HP LaserJet printer Pro 400 M401, 400 M425 (CF280A), original			per toner				

345	Toner cartridge for HP LJ color printer 5225 series (Black HP CE740A,Cyan HP CE741A,Magenta HP CE743A, Yellow HP CE742A), original			per toner				
346	Cartridge for HP color LaserJet Pro CP1025 printer (black HP CE310A, Cyan HP CE311A, Yellow HP CE312A & Magenta HP CE313A), original			per toner				
347	Toner cartridge for HP LaserJet printer p1007/1008/p1108 (C388A), original			per toner				
348	Toner cartridge for HP LaserJet Pro 200 color printer M251n series (CF146A), original ( CF210x, CF211A, CF212A, CF213A)			per toner				
349	Toner Cartridge for Printer Brother HL 5450dn (TN3320), original			per toner				
350	Toner cartridge for Brother MFC-1810/1510 Laser Multifunction Printer specs (TN1050) (TN1000), original			per toner				
351	Cartridge for Brother multipurpose printer proM1212nf, original			per toner				
352	Toner cartridge for Brother MFC-1811/1511/1111 Laser Multifunction Printer specs (TN1020), original			per toner				
353	Cartridge for HP LaserJet color CP1518 (CB540A, CB541A, CB542A, CB543A)			per toner				
354	Toner cartridge KX-FAW505 (KX-FATC501 Cyan, KX-FATm502 Magenta, KZ-FATy503 yellow, KX-FATK504 Black)			per toner				
355	Drum cartridge KX-FADC510 (colour) , KX-FADK511 (monochrome)			per toner				

356	Toner cartridge for HP LaserJet Printer Pro 402dn (26A)			per toner				
357	Toner cartridge for HP LaserJet Printer Pro MFP-M127 (CF283A)			per toner				
358	Toner cartridge for HP LJ color printer 4650 series (HP 9720A/9721A/9722A/9723A: K/M/Y/C) original			per toner				
359	Toner cartridge for Brother Printer MFC-J6510dn (LC-73/LC73BK/LC73Y/LC73c/LC73M Laser specs (TN1020), original			per toner				
360	Toner cartridge for HP LaserJet Enterprise M605/M606/M630 series (CF281A)			per toner				
361	Toner cartridge for Konica Minolta 226 (TN-118)			per toner				
362	HP LaserJet 1015 Q2612A			per toner				
363	HP Laserjet P1108			per toner				
364	HP Laser Jet P1007/P1008			per toner				
365	HP laserjet printer with scanner M1136 MFP			per toner				
366	HP laserjet M1136 mfp			per toner				
367	HP laserjet 13A			per toner				
368	Xerox color printer 6000 (106R-012629) (Y)			per toner				
369	106R-01628 (M)			per toner				
370	106R-01627(C )			per toner				
371	106R-01630 (K)			per toner				
372	HP Printer Cartridge Q1338A			per toner				

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373	Nashuatec 1315			per toner				
374	Hp Cartridge 88A			per toner				
375	Hp Cartridge CE 505A			per toner				
376	Nashuatec DSM 520 pfl			per toner				
377	Hp Cartridge Q7553A			per toner				
378	Lexmark T650N			per toner				
379	Hp Laserjet Q8061A			per toner				
380	Hp Laserjet Q8061X			per toner				
381	Canon copier IR-1600			per toner				
382	Canon printer cartridge 326 starter(LBP 6200d )			per toner				
383	Hp Laserjet certridge Q7553A			per toner				
384	Nashuatec MP 2000			per toner				
385	HP Laserjet cartridge Q7516A			per toner				
386	Hp laserjet cartridge Q5949A			per toner				
387	Brother MFC 7360 (TN 2260)			per toner				
388	Hp color laserjet black Q3960A			per toner				
389	HP Cyan Q3961A			per toner				
390	HP Yellow Q3962A			per toner				
391	HP Mageta Q3963A			per toner				
392	HP Imaging Drum Q3964A			per toner				
393	Hp color laserjet CB542A			per toner				

394	CB543A			per toner				
395	CB541A			per toner				
396	CB540A			per toner				
397	Hp Laserjet Cartridge 85A			per toner				
398	Hp Q5942A			per toner				
399	Color toner for hp officejet 6500A			per toner				
400	Hp Q2612A			per toner				
401	Hp laserjet CC364A			per toner				
402	Hp printer P3015 (55A)			per toner				
403	Imaging Drum for Hp laserjet P3015			per toner				
404	MFC 7360 Compact Monochrome laser			per toner				
405	Nashuatec NRG SP 4100NL RPCS			per toner				
406	Nashuatec SP C210sF			per toner				
407	Color printer phaser 6280 cartridge			per toner				
408	Nashuatec 1313 copier toner			per toner				
409	Canon cartridge 320			per toner				
410	toner for Nashuatec MP 161			per toner				
411	Color printer HP CP 1525N			per toner				
412	Hp printer P3015dn			per toner				
413	Hp Cartirdge P1007			per toner				
414	Brother cartridge TN 2260			per toner				

415	Bizhub toner 4020			per toner				
416	Hp laserjet printer 3015			per toner				
417	Hp ink/color cartridge 564 (B,C,M,Y) 1 set			per toner				
418	Prima III re transfer film			per toner				
419	Prime III ink/color rebbon			per toner				
420	Prima IV re transfer film			per toner				
421	Prima IV ink/color ribbon			per toner				
422	Hp cartridge P1008			per toner				
423	Hp Photosmart 7520			per toner				
424	Toner for Brother printer 3450DN (DR3355)			per toner				
425	Prntr toner TN3320			per toner				
426	Cartridge 328			per toner				
427	Toner for KX MC6040			per toner				
428	Brotehr toner DR 2250			per toner				
429	HP Laserjet cartidge, A1320			per toner				
430	Hp Laserjet print cartidge CE505A (P2035-P2055)			per toner				
431	Brother TN 2280			per toner				
432	DSM 520pt cartridge, Nashuatec			per toner				
433	Canon cartridge FX9			per toner				
434	Canon print cartidge 2900/3300(303)			per toner				

435	Canon cartridge 328, image class D520			per toner				
436	Drum Cartridge (for C118)			per toner				
437	Canon cartridge 4750			per toner				
438	Canon cartridge 6030			per toner				
439	Brother toner HL 5450 DN			per toner				
440	Nbizhub 164 Konica Milton tonner			per toner				
441	Hp Lasrjet P3015, 55A			per toner				
442	Hp laserjet printer cartridge CF 283A (83A)			per toner				
443	Laser jet toner cartridge 92295A			per toner				
444	Laser jet toner cartridge C3906F			per toner				
445	Laser jet toner cartridge Q6511A			per toner				
446	Panasonic laser printer KX-6300			per toner				
447	Toner Cartridge No.2100			per toner				
448	Toner Cartridge No.HP-92274A			per toner				
449	Toner Q2612A			per toner				
450	Toner HP 2055DN (05A)			per toner				
451	Toner for HP Q7551A			per toner				
452	Laser jet toner Cartridge 1100A (C4092A)			per toner				
453	Desk Jet cartridge 970cXI/520/950C			per toner				
454	Desk Jet cartridge 15 Black			per toner				

455	Laser jet toner cartridge HP-92298A			per toner				
456	Laser jet toner HP C3903F			per toner				
457	Laser jet toner 4000/4050/27A			per toner				
458	Laser jet toner C4092A			per toner				
459	HP Deskjet cartridges 948C			per toner				
460	HP Deskjet cartridge 1120C			per toner				
461	Laser jet toner C4096A			per toner				
462	HP Laser jet toner cartridge Q2613A			per toner				
463	HP Laser jet toner cartridge 2420			per toner				
464	Canon bubble jet cartridge BC 30/black			per toner				
465	HP Deskjet cartridges C6578D			per toner				
466	HP cartridge No.51641A			per toner				
467	HP cartridge No.516425A			per toner				
468	HP cartridge No.516426A			per toner				
469	Nashuatic Printer Cartridge SP1100			per toner				
470	LaserJet Printer Cartridge 35A			per toner				
471	Canon FX 9s			per toner				
472	HP Deskjet Certridge (C1823D)			per toner				
473	HP Deskjet Certridge (C51645D)			per toner				
474	HP toner cartridge No. C492A			per toner				
475	HP Laser Jet toner cartridge P2015			per toner				

476	Toner cartridge HP laser jet C8061X)			per toner				
477	Ricoh toner 5010			per toner				
478	Ricoh toner 3100			per toner				
479	Nashuatec toner for D435			per toner				
480	Nashuatec toner for D422			per toner				
481	Nashuatec toner for 3722			per toner				
482	Nashuatec Master roll CP 306 b			per toner				
483	Nashuatec Master roll			per toner				
484	Nashuatec toner D422			per toner				
485	Nashuatec toner SP 1000 s/sf			per toner				
486	Nashuatec toner DSM745			per toner				
487	Xerox toner for 5834/5825			per toner				
488	Xerox toner for Konica-3340			per toner				
489	Master Roll gestetner-5320			per toner				
490	HP Printer catridge Q2624A			per toner				
491	HP Printer cartidge 10A			per toner				
492	Cartridge 56A balck			per toner				
493	Cartridge 57A color			per toner				
494	Ink Cartridge 22 (Org)			per toner				
495	Ink Cartridge 702			per toner				
496	Ink for Gestetner-5320			per toner				

497	HP Laserjet Toner 2300			per toner				
498	HP Deskjet Cartridge 840 (C6615D)			per toner				
499	HP Deskjet Cartridge 840 (C6625D)			per toner				
500	HP Laserjet Cartridge (C4127X)			per toner				
501	HP Toner Cartridge (Q2613A)			per toner				
502	HP Toner Cartridge C3903F			per toner				
503	HP Toner Cartridge C4096A/2100			per toner				
504	HP Laserjet Cartridge (C8061A)			per toner				
505	HP Black Cartridge C9351A (21)			per toner				
506	HP Colour Cartridge C9352A (22)			per toner				
507	HP Toner Cartridge Q7516A			per toner				
508	HP Laserjet Cartridge 5200DTN			per toner				
509	HP DeskJet Cartridge C1823D			per toner				
510	HP DeskJet Cartridge 45A			per toner				
511	HP laserjet 12 A			per toner				
512	Toner Cartidge TN1000			per toner				
513	Toner Cartridge 23 Colour			per toner				
514	Toner Cartridge 6000A			per toner				
515	Toner Cartridge 6003A			per toner				
516	Toner Cartridge 6002A			per toner				
517	Toner Cartridge 6001A			per toner				

518	Sharp Toner AR-5625 (AR-3105T)			per toner				
519	Cartridge for DSM 520PF type 2285			per toner				
520	Nashuatec copy printer CP 306b			per toner				
521	Nachuatec Toner 1505/1805/1805d			per toner				
522	Nashuatec Toner 16F			per toner				
523	Nashuatec Toner MP 2500			per toner				
524	HP Toner Cartridge Black-853			per toner				
525	HP Toner Cartridge Tri-857			per toner				
526	Cartridge for Xerox Phaser-790			per toner				
527	a) Black dry ink cartridge No.6R1009			per toner				
528	b) Cyan dry ink cartridge No.6R1010			per toner				
529	c) Yellow dry ink cartridge No.6R1013			per toner				
530	d) Magenta dry ink cartridge No.6R1012			per toner				
531	e) Print/copy cartridge No.13R00575			per toner				
532	Phaser Printer Cartridge 3435 (d4) (106R01415)			per toner				
533	Toner Cartridge Dell 113X			per toner				
534	Toner Cartridge 88A			per toner				
535	Work Centre 4250(106R0409)			per toner				
536	Panasonic Fax Toner KX-MB1520			per toner				
537	Toner Cartridge Sharp MX-3634			per toner				

538	HP Laserjet 4250(42A)			per toner				
539	Cartridge for HP Color laserjet 5500( per set)			per toner				
540	Toner Phaser 3117/3122			per toner				
541	Toner for Bizhub KM 215 (TN116)			per toner				
542	Cartridge Q2610A			per toner				
543	Cartridge Q6511X			per toner				
544	Cartridge CE278A/78A			per toner				
545	Cartridge for Panasonic KX-FP701			per toner				
546	Cartridge Q7551A			per toner				
547	Xerox Toner Cartridge for Work Centre-3225			per toner				
548	HP laserjet C4096A			per toner				
549	KX-FA83 Toner			per toner				
550	HP laserjet CE255A			per toner				
551	HP Toner cartridge 80A			per toner				
552	Brother toner TN 1000			per toner				
553	Printer cartridge for Work Centre3315			per toner				
554	Toner for 5330			per toner				
555	Toner for MFC TN1811			per toner				
556	Toner for 78A			per toner				
557	Toner for TK-479 KYOCERA (Ecosys FS-6525 MFP			per toner				

558	Toner for 83A			per toner				
559	Toner for 55A			per toner				
560	Toner for Xerox Work Centre 3225			per toner				
561	Work Centre 5230 toner			per toner				
562	Xerox Work Centre 5225			per toner				
563	Toner for 2350 dn Dell			per toner				
564	Printer Cartridge 29X			per toner				
565	Toner for 80 A(HP Laserjet)			per toner				
566	Laser Jet cartridge CZ192A			per toner				
567	Xerox work centre (3260)DN			per toner				
568	HPLJ Printer ((#A CZ-192A)			per toner				
569	Xerox Phaser Printer (5335)			per toner				
570	Nashuatec Printer (SP 1200SF-SP1200S)			per toner				
571	HPLJ Printer (Pro-400M-401d)			per toner				
572	Plotter Cartridge CD889S MC			per toner				
573	Plotter Cartridge C9397A			per toner				
574	Plotter Cartridge C9398A			per toner				
575	Plotter Cartridge C9399A			per toner				
576	Plotter Cartridge C9400A			per toner				
577	HP Lasejet cartridge ( 80A)			per toner				
578	HP Lasejet cartridge ( CZ192A)			per toner				

579	Nashuatec cartridge SP1200 SF			per toner				
580	HP designjet T1300			per toner				
581	i. hp C9401s( 72 ) Grey			per toner				
582	ii. Hp C9397s(72) photo black			per toner				
583	iii. Hp CD889s( 72) matte black			per toner				
584	iv. Hp C9400s( 72) yellow			per toner				
585	v. hp C9399s(72) majenta			per toner				
586	vi. Hp C9398s(72) cyan			per toner				
587	Xerox phaser 3260DNI			per toner				
588	Xerox phaser 5335 cartridge 113R00737			per toner				
589	Nashuatec cartridge SP1100			per toner				
590	hp Laserject cartridge (CZ192A)			per toner				
591	hp Laserject cartridge (80A)			per toner				
592	hp Laserjet cartridge 3030 Q2612A( 12A)			per toner				
593	hp Laserjet cartridge ( 80A)			per toner				
594	Printer cartridge 36A			per toner				
595	Printer cartridge 12A			per toner				
596	brother 5440 TN-3320			per toner				
597	Canon FX-9			per toner				
598	HP 1108 388A			per toner				
599	HP 1007 CE388A			per toner				

600	HP 4350 Q5942A			per toner				
601	HP 5100 C4129X			per toner				
602	HP 5200 Q7516A			per toner				
603	HP 2055 CE505A			per toner				
604	HP pro400 CF280A			per toner				
605	HP 2420 Q6511A			per toner				
606	HP 4200 38A			per toner				
607	HP 1213 88A			per toner				
608	HP 1320 Q5949A			per toner				
609	HP 3015 CE255A			per toner				
610	HP 4050 4127X			per toner				
611	HP 1102 CE285A			per toner				
612	HP 3005 Q7551A			per toner				
613	Xerox 3320 106RO2304			per toner				
614	Xerox 3260			per toner				
615	Xerox 5550			per toner				
616	HP 5225 E712A			per toner				
617	HP 706 CZ192			per toner				
618	HP 1215			per toner				
619	Xerox 7500			per toner				
620	HP1025			per toner				

Total Price		
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Name of Bidder *[insert complete name of Bidder]* Signature of Bidder *[signature of person signing the Bid]* Date *[Insert Date]*

**Price Schedule: Goods Manufactured in Bhutan.**

Currencies in accordance with ITB Clause 18								Date: _____ IFB No: _____ Alternative No: _____ Page No: _____ of _____	
1	2	3	4	5	6	7	8	9	10
Line Item N°	Description of Goods	Delivery Date as defined by Incoterms	Quantity and physical unit	Unit price EXW	Total EXW price per line item (Col. 4×5)	Price per line item for inland transportation and other services required in Bhutan to convey the Goods to their final destination	Cost of local labor, raw materials and components with origin in Bhutan % of Col. 5	Sales and other taxes payable per line item if Contract is awarded [in accordance with ITB Sub-Clause 16.6 (a) (ii)]	Total Price per line item (Col. 6+7)
<i>[insert number of the item]</i>	<i>[insert name of Good]</i>	<i>[insert quoted Delivery Date]</i>	<i>[insert number of units to be supplied and name of the physical unit]</i>	<i>[insert EXW unit price]</i>	<i>[insert total EXW price per line item]</i>	<i>[insert the corresponding price per line item]</i>	<i>[Insert cost of local labor, raw material and components from within Bhutan as a % of the EXW price per line item]</i>	<i>[insert sales and other taxes payable per line item if Contract is awarded]</i>	<i>[insert total price per item]</i>
								<b>Total Price</b>	

Name of Bidder *[insert complete name of Bidder]* Signature of Bidder *[signature of person signing the Bid]* Date *[insert date]*

**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>[insert number of the Service]</i>	<i>[insert name of Services]</i>	<i>[insert country of origin of the Services]</i>	<i>[insert delivery date at place of final destination per Service]</i>	<i>[insert number of units to be supplied and name of the physical unit]</i>	<i>[insert unit price per item]</i>	<i>[insert total price per item]</i>
<b>Total Bid Price</b>						

Name of Bidder *[insert complete name of Bidder]* Signature of Bidder *[signature of person signing the Bid]* Date *[insert date]*

**Price Schedule**

***Photocopier Cratridges***

Currencies in accordance with ITB Clause 18  
 Date: May 05, 2017  
 IFB No: FM/DNP/GP-45?2017/1436  
 Alternative No: \_\_\_\_\_  
 Page No: \_\_\_\_\_ of \_\_\_\_\_

1	2	3	4	5	6	7	8	9
Line Item N°	Description of Goods	Country of Origin	Quantity	Unit	Unit price (BTN)	Unit Price (Foreign currency)	Total Price per Line item (BTN)	Total Price per Line item (Foreign Currency)
<i>[insert number of the item]</i>	<i>[insert name of Good]</i> <b>ALL ORIGINAL</b>	<i>[insert country of origin of the Good]</i>	<i>[insert quantity]</i>	<i>[insert name of the physical unit]</i>	<i>[insert unit price in BTN]</i>	<i>[insert unit price in foreign currency if applicable]</i>	<i>[insert the corresponding total price per line item in BTN]</i>	<i>[insert the corresponding total price per line item in foreign currency]</i>
1	SHARP AR-5625 (AR-310)			per toner				
2	Canon copier toner IR 1600			per toner				
3	Konica Minolta BizHub:211			per toner				
4	Konica Minolta BizHub:215			per toner				
5	kyocera 4500i			per toner				

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6	Kyorcera Smart MF P 6025			per toner				
7	Nashuatec DSM 725			per bottle				
8	Nashuatec MP45000			per toner				
9	Nashuatec SP1000			per toner				
10	Nashuatec toner 2205 360g			per toner				
11	Nashuatec toner -3205 (DT-43)			per toner				
12	Nashuatec toner CT 110			per toner				
13	Nashuatec toner CT 98			per toner				
14	Nashuatec Toner DSM 415			per toner				
15	Nashuatec toner DT 12 (DT-42)			per toner				
16	Panasonic Fax toner KX-FAT-92			per toner				
17	Toner No. 104A			per toner				
18	Work Centre xerox copier 5020			per toner				
19	Xerox Phaser-3117			per toner				
20	Xerox work centre C118			per toner				
21	Xerox work centre -M45			per toner				
22	Xerox work centre PE 120			per toner				
23	Xerox work centre-PE220			per toner				
24	Photocopy Machine Nashuatec MP 2500			per toner				
25	Photocopy Machine Xerox 4020			per toner				
26	Canon iR 2002 photo copier R41001252			per toner				

27	Konica minolta 02582 20300361			per toner				
28	Konica minolta Bizub 2015 A3PE041003310			per toner				
29	Nashutec MP 2000 L7076964548 (DSM 618D)			per toner				
30	Bizhub 211			per toner				
31	Bizhub 554e			per toner				
32	Xerox C118			per toner				
33	Xerox(Work Center) 106R01305			per toner				
34	Nashutec MP2500			per bottle				
35	Konica Monolta Bizhub C-450			per toner				
36	Nashuatec copier MP 2500			per toner				
37	Nashuatec Toner 3322/3732/3715/3718			per toner				
38	Nashuatec MP 171			per toner				
39	Nashuatec DSM 415			per toner				
40	Nashuatec 1315 toner 1220D			per toner				
41	Nashuatec Toner SP3200SF/G965D			per toner				
42	Photocopy Toner Nashuatec 3535			per toner				
43	Photocopy Toner Nashuatec DSM 618			per toner				
44	Photocopy Toner DT 43			per toner				
45	Photocopy Toner Sharp 5800			per toner				
46	Photocopy Toner Sharp AR5516			per toner				
47	Phptocopy Toner NPG 20 Canon			per toner				

48	Photocopy Toner Canon 1R2870			per toner				
49	Toner Phaser 3170 Xerox			per toner				
50	Toner Xerox 6R 90099			per toner				
51	Dev.Modi Xerox 5R900070,1038, 5R90092			per toner				
52	Xerox Toner 5834 plus			per toner				
53	Xerox Toner JIA67 E1253 ABS			per toner				
54	Xerox Cartridge 3117/3122			per toner				
55	Photocopy Toner Xerox 1025			per toner				
56	Toner for Xerox 6R 1179			per toner				
57	Black Toner for xerox 5655/6R1046			per toner				
58	Toner Konica 1216			set				
59	Toner Konica 2223			per toner				
60	Photocopy Toner konica 350 (TN311 Minolta)			per toner				
61	CP Toner 435A			per toner				
62	Photocopy Toner Konica 450,350,240 & 150gm			per toner				
63	RTR4-552854-504: Color ribbon kit (YMCKT) (500cards)			per toner				
64	RTR4-552854-601: Black HQ ribbon (1,500cards)			per toner				
65	RCM0000WC06 white card no MAG (0.46-0.50mm) (250cars)			per toner				
66	Toner Cartridge Xerox Phaser 6280 Back 106R01395			doubt				

67	Toner Cartridge Xerox Phaser 6280 Cyan 106R01388			per toner				
68	Toner Cartridge Xerox Phaser 6280 Yellow 106R01390			per toner				
69	Toner Cartridge Xerox Phaser 6280 Magenta 106R01389			per toner				
70	Photocopy Toner A3MX500AT-3-A B-00118-101101-A			per toner				
71	Photocopy machine Toner Recoh MP 2501			per toner				
72	Color ribbon kit Compatible with card CD 800(S) (500cards)			per toner				
73	Monochrome ribbon kit (Compatible with data card CD 800(S) (1,500card)			per toner				
74	NP25015 photocopy tonner			doubt				
75	MP 2000 DT-42 260gms			per toner				
76	Sharp AR5520			per toner				
77	MX M363U Sharp			per toner				
78	363 TN 414			per toner				
79	Nashutec DT-42			per toner				
80	Nashuatec DT-43			per toner				
81	Sharp M663U			per toner				
82	Konica			per toner				
83	AR-5516			per toner				
84	Kyocera TK-479			per toner				
85	Minlota 303A			per toner				

86	Nashuatec 2500			per toner				
87	Xerox toner for work centre 3225			per toner				
88	Copier toner MP-2500			per toner				
89	Toner for Copier sharp 318/5726/5731 series (MX312AT), original			per toner				
90	Toner for Copier sharp 5516/5520 series (020ST), original			per toner				
91	Toner for Copier sharp AR-5625/5630 series (AR310ST), original			per toner				
92	Toner for copier Sharp ARM 201 (208ST), original			per toner				
93	Toner for Copier Xerox PE16, original			per toner				
94	Toner nashuatec for Copier 2205/DSM 622 (2205), original			per toner				
95	Toner nashuatec for Copier DSM 520 (Type 2285), original			per toner				
96	Toner nashuatec for Copier DSM 615d / 618, original			per toner				
97	Toner nashuatec for Copier DT-34 (1505/1805), original			per toner				
98	Toner nashuatec for Copier MP 2500n (2500), original			per toner				
99	Toner for Konica Minolta photocopy machine 363(Konica Minolta 363), original			per toner				
100	Toner for HP LJ photocopy machine PRO MFP M435nw, M701, M706 (Cz192a / 93a), original			per toner				
101	Toner for Photocopy Kyocera (TK-479), original			per toner				

102	Toner for Photocopy Kyocera 2200 (TK-4109-Kyocera 422 T028), original			per toner				
103	Toner for Xerox Photocopy machine WC5330/5325			per toner				
104	Photocopy toner Sharp AR5623D (M235AT)			per toner				
105	Photocopy Machine SHARP AR-5516			per toner				
106	Canon copier IR-1600			per toner				
107	Copier bizhub 163			per toner				
108	Xerox phaser toner 3435			per toner				
109	Xerox work centre 3045			per toner				
110	Copier toner MP 4500			per toner				
111	Copier MP 2001L			per toner				
112	Toner for xerox work center 5645			per toner				
113	Imaging Drum for Xerox work centre 5645			per toner				
114	Nashuatec 1313 copier toner			per toner				
115	Canon copier IR 2318A			per toner				
116	Photocopy toner C118			per toner				
117	Photocopy Toner TN311			per toner				
118	Minolta toner No.101A220 GMS			per toner				
119	Minolta toner No.240 GMS			per toner				
120	Minolta Developer 201A 500 GMS			per toner				
121	Ricoh Developer 1000 Gms			per toner				

122	Photocopy toner (Nashuatec 4851)			per toner				
123	Photocopier toner 1805			per toner				
124	Photocopier toner Sharp AR 5316			per toner				
125	Photocopier toner 3545			per toner				
126	Konica 3231			per toner				
127	Nashuatec DSM 622			per toner				
128	Nashuatec Toner 730			per toner				
129	Nashuatec 3722			per toner				
130	Photocopy toner TN414			per toner				
131	Xerox drum cartridge 5230			per toner				
132	Toner for Bizhub 215			per toner				
133	Work Centre (Bizhub 215)			per toner				
134	Xerox work centre Photocopy tonner (5330)			per toner				
135	Xerox work centre Photocopy tonner (5020)			per toner				
136	Drum for Xerox work centre Photocopy (5020)			per toner				
137	Bizhub photocopier tonner (350)			per toner				
138	Konica Minolta bizhup 215			per toner				
139	Xerox work centre 5020 toner 106R01278			per toner				
140	Konica Bizhup 350			per toner				
141	Xerox phaser 5335 toner C/N-H06WX10N0AiJ			per toner				

142	Xerox work centre 5020 toner			per toner					
143	Photocopy machine (Image Runner 2420L)- Canon 28 Toner			per toner					
144	Photocopy machine (Image RUNNER 2002) - canon NPG-59 Toner			per toner					
145	Copier toner TN114			per toner					
146	Minolta 164			per toner					
147	Nashuatec MP2000			per toner					
148	Sharp 5731			per toner					
149	Nashuatec DSM 620			per toner					
150	XC118erox			per toner					
151	Minolta 215			per toner					
152	Xerox 7400			per toner					
153	Xerox 4020			per toner					
							Total Price		

Name of Bidder *[insert complete name of Bidder]* Signature of Bidder *[signature of person signing the Bid]* Date *[Insert Date]*

**Price Schedule: Goods Manufactured in Bhutan.**

Currencies in accordance with ITB Clause 18								Date: _____	IFB No: _____	Alternative No: _____	Page No: _____ of _____
1	2	3	4	5	6	7	8	9	10		
Line Item N°	Description of Goods	Delivery Date as defined by Incoterms	Quantity and physical unit	Unit price EXW	Total EXW price per line item (Col. 4×5)	Price per line item for inland transportation and other services required in Bhutan to convey the Goods to their final destination	Cost of local labor, raw materials and components with origin in Bhutan % of Col. 5	Sales and other taxes payable per line item if Contract is awarded [in accordance with ITB Sub-Clause 16.6 (a) (ii)]	Total Price per line item (Col. 6+7)		
<i>[insert number of the item]</i>	<i>[insert name of Good]</i>	<i>[insert quoted Delivery Date]</i>	<i>[insert number of units to be supplied and name of the physical unit]</i>	<i>[insert EXW unit price]</i>	<i>[insert total EXW price per line item]</i>	<i>[insert the corresponding price per line item]</i>	<i>[Insert cost of local labor, raw material and components from within Bhutan as a % of the EXW price per line item]</i>	<i>[insert sales and other taxes payable per line item if Contract is awarded]</i>	<i>[insert total price per item]</i>		
<b>Total Price</b>											

Name of Bidder *[insert complete name of Bidder]* Signature of Bidder *[signature of person signing the Bid]* Date *[insert date]*

**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>[insert number of the Service]</i>	<i>[insert name of Services]</i>	<i>[insert country of origin of the Services]</i>	<i>[insert delivery date at place of final destination per Service]</i>	<i>[insert number of units to be supplied and name of the physical unit]</i>	<i>[insert unit price per item]</i>	<i>[insert total price per item]</i>
<b>Total Bid Price</b>						

Name of Bidder *[insert complete name of Bidder]* Signature of Bidder *[signature of person signing the Bid]* Date *[insert date]*

**Price Schedule**

***Fax Cratridges***

<p align="center">Currencies in accordance with ITB Clause 18</p> <p align="right">Date: _____ IFB No: _____ Alternative No: _____ Page No: _____ of _____</p>								
1	2	3	4	5	6	7	8	9
Line Item N°	Description of Goods <b>ALL ORIGINAL</b>	Country of Origin	Quantity	Unit	Unit price (BTN)	Unit Price (Foreign currency)	Total Price per Line item (BTN)	Total Price per Line item (Foreign Currency)
<i>[insert number of the item]</i>	<i>[insert name of Good]</i>	<i>[insert country of origin of the Good]</i>	<i>[insert quantity]</i>	<i>[insert name of the physical unit]</i>	<i>[insert unit price in BTN]</i>	<i>[insert unit price in foreign currency if applicable]</i>	<i>[insert the corresponding total price per line item in BTN]</i>	<i>[insert the corresponding total price per line item in foreign currency]</i>
1	Panasonic Tharmol			per toner				
2	Brother TN-2025			per toner				
3	Thermol			per toner				

4	Panasonic Thermol			per toner				
5	Toner cartridge for brother fax Machine 2820 (TN 2025), original			per toner				
6	Toner cartridge nashuatec for fax Machine f-230 (type 1275), original			per toner				
7	Cartridge for Panasonic 2129 fax machine with print, scan & copy (Panasonic KX-MB2120 sxw)			per toner				
8	Toner cartridge for Fax Panasonic KX-FP701			per toner				
9	Fax film KX FP-702			per toner				
10	Fax film KX FP-701			per toner				
11	Fax film(panasonic KX FA86E)			per toner				
12	Fax film KX-FT 938			per toner				
13	Panasonic Fax Film KX-386			per toner				
14	Panasonic Fax Film KX-134			per toner				
15	Panasonic Fax Film KX-136			per toner				
16	Panasonic Fax Film KX-FA57E			per toner				
17	Panasonic Fax Film 83E			per toner				
18	Panasonic Fax Film KX-FA93			per toner				
19	Panasonic Fax Film KX-55A			per toner				
20	Film for Telefax Panasonic KX-FP 363			per toner				
21	Fax Cartridge KX-F 1100			per toner				
22	Fax film KX 137A			per toner				
23	Fax Ribbon (Modi XEROX F-4200)			per toner				

24	Canon Fax Cartridge PG-40 black			per toner					
25	Toner for fax machine KX-FAT-4105X Panasonic			per toner					
26	Panasonic KX-FT981			per toner					
27	Panasonic KX-FT98			per toner					
28	Xerox work centre 3225			per toner					
29	Fax machine/printer/scanner (Image RUNNER MF 4450)- Canon 328			per toner					
30	Panasonic 701			per toner					
31	Toner KX-FAT-92 for Laser Fax			per toner					
32	Panasonic fax toner KXFAT 472 sx.			per toner					
							Total Price		

Name of Bidder *[insert complete name of Bidder]* Signature of Bidder *[signature of person signing the Bid]* Date *[Insert Date]*

**Price Schedule: Goods Manufactured in Bhutan.**

Currencies in accordance with ITB Clause 18								Date: _____ IFB No: _____ Alternative No: _____ Page No: _____ of _____	
1	2	3	4	5	6	7	8	9	10
Line Item N°	Description of Goods	Delivery Date as defined by Incoterms	Quantity and physical unit	Unit price EXW	Total EXW price per line item (Col. 4×5)	Price per line item for inland transportation and other services required in Bhutan to convey the Goods to their final destination	Cost of local labor, raw materials and components with origin in Bhutan % of Col. 5	Sales and other taxes payable per line item if Contract is awarded [in accordance with ITB Sub-Clause 16.6 (a) (ii)]	Total Price per line item (Col. 6+7)
<i>[insert number of the item]</i>	<i>[insert name of Good]</i>	<i>[insert quoted Delivery Date]</i>	<i>[insert number of units to be supplied and name of the physical unit]</i>	<i>[insert EXW unit price]</i>	<i>[insert total EXW price per line item]</i>	<i>[insert the corresponding price per line item]</i>	<i>[Insert cost of local labor, raw material and components from within Bhutan as a % of the EXW price per line item]</i>	<i>[insert sales and other taxes payable per line item if Contract is awarded]</i>	<i>[insert total price per item]</i>
								Total Price	

Name of Bidder *[insert complete name of Bidder]* Signature of Bidder *[signature of person signing the Bid]* Date *[insert date]*

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>[insert number of the Service]</i>	<i>[insert name of Services]</i>	<i>[insert country of origin of the Services]</i>	<i>[insert delivery date at place of final destination per Service]</i>	<i>[insert number of units to be supplied and name of the physical unit]</i>	<i>[insert unit price per item]</i>	<i>[insert total price per item]</i>
<b>Total Bid Price</b>						

Name of Bidder *[insert complete name of Bidder]* Signature of Bidder *[signature of person signing the Bid]* Date *[insert date]*



### Bid Security (Bank Guarantee)

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

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

**Beneficiary:** \_\_\_\_\_ *[Name and Address of Purchaser]*

**Date:** \_\_\_\_\_

**BID GUARANTEE No.:** \_\_\_\_\_

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").

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

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:

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

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.

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

\_\_\_\_\_  
*[signature(s)]*

**Manufacturer's Authorization**

*[The Bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the Manufacturer and be signed by a person with the proper authority to sign documents that are binding on the Manufacturer. The Bidder shall include it in its bid, if so indicated in the BDS.]*

Date: *[insert date of Bid Submission]*

Invitation for Bid No.: *[insert IFB number]*

Alternative No.: *[insert identification No if this is a Bid for an alternative]*

To: *[insert complete name of the Purchaser]*

**WHEREAS**

We *[insert complete name of the Manufacturer]*, who are official manufacturers of *[insert type of Goods manufactured]*, having factories at *[insert full address(es) of the Manufacturer's factory/ies]*, do hereby authorize *[insert complete name of Bidder]* to submit a Bid in relation to the Invitation for Bids indicated above, the purpose of which is to provide the following Goods, manufactured by us, namely *[insert name and/or brief description of the Goods]*, and subsequently to negotiate and sign the Contract.

We hereby extend our full guarantee and warranty in accordance with Clause 29 of the General Conditions of Contract, with respect to the Goods offered by the above firm.

Signed: *[insert signature(s) of authorized representative(s) of the Manufacturer]*

Name: *[insert complete name(s) of the authorized representative(s) of the Manufacturer]*

Title: *[insert title(s) of the authorized representative(s) of the Manufacturer]*

Duly authorized to sign this Authorization for and on behalf of *[insert complete name of the Bidder]*

Dated on the *[insert number]* day of *[insert month]*, *[insert year]*.

## **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**

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# Section VI: Schedule of Supply

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### Notes for Preparing the Schedule of Supply

The Schedule of Supply shall be included in the Bidding Documents by the Purchaser, and shall cover, at a minimum, a description of the Goods and Services to be supplied and the delivery schedule.

The objective of the Schedule of Supply is to provide sufficient information to enable Bidders to prepare their Bids efficiently and accurately, in particular the Price Schedule, for which a form is provided in Section IV. In addition, the Schedule of Supply, together with the Price Schedule, should serve as a basis in the event of quantity variation at the time of award of Contract pursuant to ITB Clause 44.

The date or period for delivery should be carefully specified, taking into account (a) the implications of delivery terms stipulated in the Instructions to Bidders pursuant to the *Incoterms* rules (i.e., EXW; or CIF, CIP, FOB, FCA where “delivery” takes place when the Goods are delivered **to the carriers**), and (b) the date prescribed herein from which the Purchaser’s delivery obligations start (i.e., notice of award, contract signature, opening or confirmation of the letter of credit).

## 1. List of Goods and Delivery Schedule

### Cartridges for printers

Line Item N°	Description of Goods	Quantity	Physical unit	Final (Project Site) Destination as specified in BDS		
					Delivery Date	Bidder's Offered Delivery Date <i>[to be provided by the Bidder]</i>
From 1 to 620	As per list of the price schedule		As per the price schedule ( Sl.No. 1-620)	All the ten ministries (Different Department/ Divisions/Section under 10 ministries located in Thimphu as per the supply order No.)	<b>15 days after the issuance of the supply order.</b>	<i>[insert the number of days following the date of effectiveness the Contract]</i>

## 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)]*

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### 1. List of Goods and Delivery Schedule

#### Cratridges for photocopiers

Line Item N°	Description of Goods	Quantity	Physical unit	Final (Project Site) Destination as specified in BDS	Delivery Date	Bidder's Offered Delivery Date [ <i>to be provided by the Bidder</i> ]
From 1 to 153	List as per the Price Schedule		As per the price schedule (Sl. No 1-153)	All the ten ministries (Different Department/ Divisions/Section under 10 ministries located in Thimphu as per the supply order No.)	<b>15 days after the issuance of the supply order</b>	<i>[insert the number of days following the date of effectiveness the Contract]</i>

**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)]*

<b>Service</b>	<b>Description of Service</b>	<b>Quantity<sup>1</sup></b>	<b>Physical Unit</b>	<b>Place where Services shall be performed</b>	<b>Final Completion Date(s) of Services</b>
<i>[insert Service No]</i>	<i>[insert description of Related Services]</i>	<i>[insert quantity of items to be supplied]</i>	<i>[insert physical unit for the items]</i>	<i>[insert name of the Place]</i>	<i>[insert required Completion Date(s)]</i>

1. If applicable

**1. List of Goods and Delivery Schedule**

**Cartridges for Fax**

Line Item N°	Description of Goods	Quantity	Physical unit	Final (Project Site) Destination as specified in BDS	Delivery Date	
					Delivery Date	Bidder's Offered Delivery Date [to be provided by the Bidder]

From Sl. No(1 to 32)	As per the list of Price schedule		As per the price schedule Sl. No( 1-32)	All the ten ministries (Different Department/ Divisions/Section under 10 ministries located in Thimphu as per the supply order No.	<b>15 days after the issuance of supply order</b>	<i>[insert the number of days following the date of effectiveness the Contract]</i>

## 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 <sup>1</sup>	Physical Unit	Place where Services shall be performed	Final Completion Date(s) of Services
<i>[insert Service No]</i>	<i>[insert description of Related Services]</i>	<i>[insert quantity of items to be supplied]</i>	<i>[insert physical unit for the items]</i>	<i>[insert name of the Place]</i>	<i>[insert required Completion Date(s)]</i>

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### 3. Technical Specifications

- *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.*
- *Fake, substandard, refilled goods will be rejected and will have to be replaced at the cost of suppliers. Repeated failure to supply genuine goods compel the purchaser to debar the supplier.*



### **5. Inspections and Tests**

The following inspections and tests shall be performed: *[Not Applicable]*

## **PART 3 - CONTRACT**

# Section VII. General Conditions of Contract

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## Section VII. General Conditions of Contract

### 1. Definitions

- 1.1 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”<sup>8</sup> is the offering, giving, receiving or

<sup>8</sup> “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

soliciting, directly or indirectly, of anything of value<sup>9</sup> to influence improperly the actions of another party;

- (b) “fraudulent practice”<sup>10</sup> 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”<sup>11</sup> 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”<sup>12</sup> 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.

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reviewing procurement decisions.

<sup>9</sup> “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.

<sup>10</sup> 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.

<sup>11</sup> “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.

<sup>12</sup> a “party” refers to a participant in the procurement process or contract execution.

#### 4.2 Incoterms

- (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.

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- 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.

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- 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.

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- 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 its 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

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.

<b>1.1 (k)</b>	The Project Site(s)/Final Destination(s) is/are; <b>All the ten ministries (Department/ Divisions/Sections under ten Ministries located in Thimphu as per the supply order No.)</b>
<b>1.1 (l)</b>	The Purchaser is: <b>Director General, Department of National Properties.</b>
<b>GCC 4.2 (a)</b>	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: <b>DDP (Delivery Duty Paid)</b>
<b>GCC 4.2 (b)</b>	The version of Incoterms shall be: <b>2015 edition.</b>
<b>GCC 5.1</b>	The language shall be: <b>English</b>
<b>GCC 8.1</b>	For <b>notices</b> , the addresses shall be:  For the Purchaser: Attention: <b>Director General</b> Address: <b>Department of National Properties, Ministry of Finance, Thimphu Bhutan</b> Telephone: <b>00975-02-322582</b> Facsimile number: <b>00975-02-324129</b> E-mail address: <a href="mailto:karmaw@mof.gov.bt">karmaw@mof.gov.bt</a>
<b>GCC 9</b>	The governing law shall be <b>the law of the Kingdom of Bhutan.</b>
<b>GCC 10.2</b>	The rules of procedure for arbitration proceedings pursuant to GCC Sub-Clause 10.2 shall be as follows:
	<b>(b) Contract with a Bhutanese Supplier:</b>  In the case of a dispute between the Purchaser and Supplier, the dispute shall be amicably settled. The failure to settle the dispute it amicably shall be referred to adjudication or arbitration in accordance with the laws of Bhutan.

<b>GCC 13.1</b>	Details of Shipping and other Documents to be furnished by the Supplier are <b>Not Applicable.</b>
<b>GCC 16.2</b>	The prices charged for the Goods supplied and the related Services performed <b>shall not</b> be adjustable.
<b>GCC 17.1</b>	<i>Sample provision</i> GCC 17.1—The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:
	<b>Payment for Goods and Services supplied from within Bhutan:</b> <b>No Advance Payment Applicable</b>
<b>GCC 17.5</b>	The payment delay period after which the Purchaser shall pay interest to the supplier shall be <b>Not applicable.</b> The interest rate that shall be applied is <b>Not applicable.</b>
<b>GCC 19.1</b>	The amount of the Performance Security shall be: <b>10% of the Quoted Price (Contract price) and the supplier should submit the Amount in Nglttrum to DNP after receiving the Notification of award.</b>
<b>GCC 19.3</b>	The types of acceptable Performance Securities are: (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.
<b>GCC 19.4</b>	Discharge of Performance Security shall take place: <b>Upon Successful completion of warrenty period.</b>
<b>GCC 24.2</b>	The packing, marking and documentation within and outside the packages shall be: <b>The Goods should be properly packed with proper sealing and marking.</b>
<b>GCC 25.1</b>	The insurance coverage shall be as specified in the Incoterms. <b>2015 edition.</b>
<b>GCC 26.1</b>	Responsibility for transportation of the Goods shall be <b>per the incoterms</b>
<b>GCC 27.1</b>	The inspections and tests shall be: <b>applicable.</b>

<b>GCC 27.2</b>	Inspections and tests shall be applicable
<b>GCC 28.1</b>	The liquidated damages shall be: <b>0.35%</b> per week.
<b>GCC 28.1</b>	The maximum amount of liquidated damages shall be: <b>10 %.</b>
<b>GCC 29.3</b>	The period of validity of the Warranty shall be: <b>12 months</b>
<b>GCC 29.5 and 29.6</b>	The period for repair or replacement shall be: <b>within 15 days after notification.</b>

**Attachment: Price Adjustment Formula**

If, in accordance with GCC 16.2, prices shall be adjustable, the following method shall be used to calculate the price adjustment:

- 16.2 Prices payable to the Supplier, as stated in the Contract, shall be subject to adjustment during performance of the Contract to reflect changes in the cost of labor and material components in accordance with the formula:

$$P_1 = P_0 \left[ a + \frac{bL_1}{L_0} + \frac{cM_1}{M_0} \right] - P_0$$

$$a+b+c = 1$$

in which:

- $P_1$  = adjustment amount payable to the Supplier.  
 $P_0$  = Contract Price (base price).  
 $a$  = fixed element representing profits and overheads included in the Contract Price and generally in the range of five (5) to fifteen percent (15%).  
 $b$  = estimated percentage of labor component in the Contract Price.  
 $c$  = estimated percentage of material component in the Contract Price.  
 $L_0, L_1$  = labor indices applicable to the appropriate industry in the country of origin on the base date and date for adjustment, respectively.  
 $M_0, M_1$  = material indices for the major raw material on the base date and date for adjustment, respectively, in the country of origin.

The coefficients a, b, and c as specified by the Purchaser are as follows:

$a = [insert\ value\ of\ coefficient]$

$b = [insert\ value\ of\ coefficient]$

$c = [insert\ value\ of\ coefficient]$

The Bidder shall indicate the source of the indices and the base date indices in its bid.

Base date = thirty (30) days prior to the deadline for submission of the bids.

Date of adjustment =  $[insert\ number\ of\ weeks]$  weeks prior to date of shipment (representing the mid-point of the period of manufacture).

The above price adjustment formula shall be invoked by either party subject to the following further conditions:

- (a) No price adjustment shall be allowed beyond the original delivery dates unless specifically stated in the extension letter. As a rule, no price adjustment shall be allowed for periods of delay for which the Supplier is entirely responsible. The

- Purchaser will, however, be entitled to any decrease in the prices of the Goods and Services subject to adjustment.
- (b) If the currency in which the Contract Price  $P_0$  is expressed is different from the currency of origin of the labor and material indices, a correction factor will be applied to avoid incorrect adjustments of the Contract Price. The correction factor shall correspond to the ratio of exchange rates between the two currencies on the base date and the date for adjustment as defined above.
  - (c) No price adjustment shall be payable on the portion of the Contract Price paid to the Supplier as advance payment.

## **Section IX. Contract Forms**

### **Table of Forms**

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## Contract Agreement

*[The successful Bidder shall fill in this form in accordance with the instructions indicated]*

THIS CONTRACT AGREEMENT made the *[insert number]* day of *[insert month]*, *[insert year]*,

BETWEEN

- (1) *[insert complete name of Purchaser]*, a *[insert description of type of legal entity, for example, an agency of the Ministry of .... of the Government of Bhutan, or corporation incorporated under the laws of Bhutan]* and having its principal place of business at *[insert address of Purchaser]* (hereinafter called “the Purchaser”), and
- (2) *[insert name of Supplier]*, a corporation incorporated under the laws of *[insert: country of Supplier]* and having its principal place of business at *[insert: address of Supplier]* (hereinafter called “the Supplier”).

WHEREAS the Purchaser invited Bids for certain Goods and ancillary services, viz., *[insert brief description of Goods and Services]* and has accepted a Bid by the Supplier for the supply of those Goods and Services in the sum of *[insert Contract Price in words and figures, expressed in the Contract currency/ies]* (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall constitute the Contract between the Purchaser and the Supplier, and each shall be read and construed as an integral part of the Contract, viz.:
  - (a) This Contract Agreement;
  - (b) The Special Conditions of Contract;
  - (c) The General Conditions of Contract;
  - (d) Technical Requirements (including Schedule of Supply and Technical Specifications);
  - (e) The Supplier’s Bid and original Price Schedules;
  - (f) The Purchaser’s Notification of Award of Contract;
  - (g) The form of Performance Security;
  - (h) The form of Bank Guarantee for Advance Payment;
  - (i) *[insert here any other document(s) forming part of the Contract]*

3. This Contract shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.

4. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

5. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Related Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of Bhutan on the day, month and year indicated above.

For and on behalf of the Purchaser

Signed: *[insert signature]*  
in the capacity of *[insert title or other appropriate designation]*

in the presence of *[insert signature]*  
*[insert identification of official witness]*

For and on behalf of the Supplier

Signed: *[insert signature of authorized representative(s) of the Supplier]*  
in the capacity of *[insert title or other appropriate designation]*

in the presence of *[insert signature]*  
*[insert identification of official witness]*

## 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)]*<sup>13</sup> *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]*,<sup>14</sup> 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.

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

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<sup>13</sup> 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.

<sup>14</sup> 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.

## Bank Guarantee for Advance Payment

*[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 number and title of bidding process]*

*[bank's letterhead]*

**Beneficiary:** *[insert legal name and address of Purchaser]*

**ADVANCE PAYMENT GUARANTEE No.:** *[insert Advance Payment Guarantee no.]*

We, *[insert legal name and address of bank]*, have been informed that *[insert complete name and address of Supplier]* (hereinafter called "the Supplier") has entered into Contract No. *[insert number]* dated *[insert date of Contract]* with you, for the supply of *[insert types of Goods to be delivered]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance payment is to be made against an advance payment guarantee.

At the request of the Supplier, we hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[insert amount(s)<sup>15</sup> in figures and words]* upon receipt by us of your first demand in writing declaring that the Supplier is in breach of its obligation under the Contract because the Supplier used the advance payment for purposes other than toward delivery of the Goods.

It is a condition for any claim and payment under this Guarantee to be made that the advance payment referred to above must have been received by the Supplier in its account *[insert number and domicile of the account]*

This Guarantee shall remain valid and in full effect from the date of the advance payment received by the Supplier under the Contract until *[insert date<sup>16</sup>]*. 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.

*[signature(s) of authorized representative(s) of the bank]*

<sup>15</sup> 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.

<sup>16</sup> Insert the Delivery date stipulated in the Contract Delivery Schedule. 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

# Attachment: Sample Format for Invitation for Bids

## Invitation for Bids (IFB)

### Bhutan

*[ insert name of Project ]*

*[ insert IFB title and Number ]*

1. This Invitation for Bids follows the General Procurement Notice for this Project that appeared in *[insert name of publication]* of *[insert date]*.<sup>17</sup>
2. The *[insert complete name of Purchaser]* now invites sealed Bids from eligible and qualified Bidders for *[insert brief description of the Goods to be procured, including quantities, location of Project, etc.]*.<sup>18</sup>
3. Bidding will be conducted through the International/National *[insert whichever is appropriate]* Competitive Bidding procedures specified in the RGoB Procurement Rules and Regulations, and is open to all Bidders from Countries as defined in Section V of the Bidding Documents<sup>19</sup>.
4. Interested eligible Bidders may obtain further information from *[insert complete legal name of the Purchaser and name and e-mail address of the officer in charge]* and inspect the Bidding Documents at the address given below *[state the address given at end of this IFB]* from *[insert office hours]*<sup>20</sup>.
5. Qualification requirements include: *[insert a list of key technical, financial, legal and other requirements]*. A margin of preference for eligible national suppliers and joint ventures/consortia/associations may be applied.
6. A complete set of Bidding Documents in *[insert name of language]* may be purchased by interested Bidders on the submission of a written application to the address below and upon payment of a non refundable fee of<sup>21</sup> *[insert amount in local currency]* or in *[insert amount in*

<sup>17</sup> This sentence should be deleted if no General Procurement Notice was published.

<sup>18</sup> A brief description of the type(s) of Goods should be provided, including quantities, location of Project, required delivery period and other information necessary to enable potential Bidders to decide whether or not to respond to the Invitation. The Bidding Documents may require Bidders to have specific experience or capabilities; such requirements should also be included in this paragraph.

<sup>19</sup> Occasionally, contracts may be financed out of special funds that would restrict eligibility to a particular group of countries. When this is the case, it should be mentioned in this paragraph

<sup>20</sup> For example, 9.00 AM to 5.00 PM.

<sup>21</sup> The fee should defray printing and delivery costs; it should not be so high as to deter competition.

*specified convertible currency*]. The method of payment will be *[insert method of payment]*<sup>22</sup>. The Bidding Documents will be sent by *[insert delivery procedure]*<sup>23</sup>.

7. Bids must be delivered to the address below at or before *[insert time and date]*. Electronic bidding *[insert “shall” or “shall not”]* be permitted. Late Bids will be rejected. Bids will be opened physically *[insert “and electronically” if electronic bidding is permitted]* in the presence of the Bidders’ representatives who choose to attend in person or on-line at the address below at *[insert time and date]*.

8. All Bids shall be accompanied by a Bid Security of *[insert fixed amount in local currency or an equivalent amount in a freely convertible currency or a specific minimum percentage of the Bid price]*

9. The address(es) referred to above is (are): *[insert detailed address(es) including complete legal name of the Purchaser, office designation (room number), name of officer, street address, city (code), country; insert electronic address if electronic bidding is permitted; insert different addresses if addresses for purchase of Bidding Documents, Bid submission and Bid Opening are different]*.

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<sup>22</sup> For example, cashier’s check, direct deposit to specified account number, etc.

<sup>23</sup> The delivery procedure should be by courier for overseas delivery and surface mail or courier for local delivery.