

**BIDDING DOCUMENTS  
FOR  
CENTRALISED PROCUREMENT  
OF  
LAPTOP AND DESKTOP.**



**Department of National properties  
Ministry of Finance  
Royal Government of Bhutan**

**2021**

## Invitation for Bids (IFB)

### Procurement of Laptop and desktop.

[ insert IFB title and Number ]

1. ***The Department of National Properties (DNP), MoF as a central purchasing authority acting on behalf of all the participating purchasers as specified in SCC 1.1*** now invites sealed Bids from eligible and qualified Bidders for ***the Supply of Laptop and desktop, for the quantities and locations as mentioned in the BDS and supply requirements.***
2. Bidding will be conducted through the National Competitive Bidding, two envelope procedures specified in the RGoB Procurement Rules and Regulations.
3. Interested eligible Bidders may obtain further information from Director General, DNP, Doebum lam, PO box 116, Thimphu Bhutan from 9:00AM to 5:00 PM, at telephone number 02-324151.
4. A complete set of Bidding Documents in *English* may be downloaded free of cost by the interested Bidders from [www.mof.gov.bt](http://www.mof.gov.bt).
5. Bids must be delivered to the address Director General, DNP, Doebum lam, PO box 116, Thimphu Bhutan at or before 18<sup>th</sup> October, 2021, 5:00PM. Late Bids will be rejected.
6. All Bids shall be accompanied by a Bid Security of Nu. 150,000.00 (One Hundred Fifty Thousand) only in the form specified in ITB.

## Table of Contents

PART 1 – BIDDING PROCEDURES.....	4
SECTION I. INSTRUCTIONS TO BIDDERS .....	6
SECTION II. BID DATA SHEET .....	35
SECTION III. EVALUATION AND QUALIFICATION CRITERIA.....	41
SECTION IV. TECHNICAL BID- STANDARD FORMS.....	45
SECTION V. FINANCIAL BID-STANDARD FORM.....	55
SECTION VI. ELLIGIBLE COUNTRIES.....	60
 PART 2-SUPPLY REQUIREMENTS.....	 58
SECTION VII. SCHEDULE OF SUPPLY.....	59
 PART 3 – CONTRACT.....	 70
SECTION VII. GENERAL CONDITION OF CONTRACTS.....	71
SECTION VIII. SPECIAL CONDITION OF CONTRACTS .....	91
SECTION IX. CONTRACT FORMS.....	95

# **PART 1**

## **BIDDING PROCEDURE**

## SECTION 1. INSTRUCTIONS TO BIDDERS

### TABLE OF CLAUSES

<b>A. General.....</b>	<b>8</b>
1. Scope of Bid and Source of Funds.....	8
2. Fraud and Corruption.....	8
3. Eligible Bidders.....	10
4. Exclusion of Bidders.....	11
5. Eligible Goods and Related Services.....	12
<b>B. Contents of Bidding Documents.....</b>	<b>12</b>
6. Parts of Bidding Documents.....	12
7. General Information.....	13
8. Clarification of Bidding Documents.....	13
9. Amendment of Bidding Documents.....	14
<b>C. Qualification Criteria.....</b>	<b>14</b>
10. Financial Capacity .....	14
11. Experience and Technical Capacity.....	14
<b>D. Preparation of Bids.....</b>	<b>14</b>
12. Cost of Bidding.....	15
13. Language of Bid.....	15
14. Documents Comprising the Bid.....	15
15. Bid Submission Sheet.....	16
16. Price Schedules.....	16
17. Alternative Bids.....	16
18. Bid Prices and Discounts.....	16
19. Price Variation.....	17
20. Currencies of Bid.....	18
21. Documents Establishing the Eligibility of the Bidder.....	19
22. Documents Establishing the Eligibility of the Goods and Related Services.....	19
23. Documents Establishing the Conformity of the Goods and Related Service.....	19
24. Documents Establishing the Qualifications of the Bidder.....	20
25. Period of Validity of Bids.....	20
26. Bid Security.....	21
27. Format and Signing of Bid.....	22
<b>E. Submission and Opening of Bids.....</b>	<b>22</b>
28. Submission, Sealing and Marking of Bids.....	23
29. Deadline for Submission of Bids.....	23
30. Late Bids.....	24
31. Withdrawal, Substitution and Modification of Bids.....	24
32. Technical Bid Opening.....	25
<b>F. Evaluation and Comparison of Bids.....</b>	<b>26</b>
33. Confidentiality.....	26

34. Clarification of Bids.....	26
35. Technical Responsiveness of Bids.....	27
36. Non-conformities, Errors and Omissions.....	27
37. Preliminary Examination of Bids.....	28
38. Examination of Terms and Conditions; Technical Evaluation .....	28
39. Financial Bid Opening.....	28
40. Correction of arithmetical errors.....	29
41. Financial Evaluation.....	30
42. Conversion to Single Currency.....	30
43. Margin of Preference.....	30
44. Comparison of Price.....	31
45. Abnormally Low Bid.....	31
46. Seriously unbalanced Bids.....	31
47. Purchaser's Right to Accept Any Bid, and to Reject Any or All Bids.....	31
 <b>G. Award of Contract .....</b>	 32
48. Award Criteria .....	32
49. Purchaser's Right to Vary Quantities at Time of Award.....	32
50. Letter of Intent to Award the Contract/Letter of Acceptance.....	33
51. Debriefing by the Employer.....	33
52. Signing of Contract.....	34
53. Performance Security.....	34
54. Complaint and Review .....	34

## 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 VII, 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 mislead, a party 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 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.

- 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 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

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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 participants in the procurement process or contract execution.



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, Technical Bid-Standard 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 VI, Eligible Countries and any specific category of trade license if so specified in the BDS. A Bidder shall be deemed to have the nationality of a country if the Bidder is a citizen or is constituted, incorporated, or registered and operates in conformity with the provisions of the laws of that country. This criterion shall also apply to the determination of the nationality of proposed subcontractors or suppliers for any part of the Contract including Related Services.
- 3.2. A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. Bidders may be considered to have a conflict of interest with one or more parties in this bidding process if they:
  - (a) are associated, or have been associated in the past, with a firm or any of its affiliates which has been engaged by the Purchaser to provide consulting services for the preparation of the design, specifications and/or other documents to be used for the procurement of the Goods to be purchased pursuant to these Bidding Documents, or
  - (b) submit more than one Bid in this bidding process, except for alternative offers permitted under ITB Clause 17. 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 an immediate family which includes father, mother, brother, sister, spouse and own children.
- (d) they have at least one controlling partner in common;
- (e) they receive or have received any direct or indirect subsidy from either party;
- (f) they have the same authorized legal representative for purposes of this Bid;
- (g) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Employer regarding this bidding process;

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.

4.1. A Bidder shall be excluded from participating in this bidding process under the following circumstances:

#### **4. Exclusion of Bidders**

- (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 business 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) 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 VI, Eligible Countries and if so required shall comply with requirements specified in the **BDS**.
- 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. Technical Bid-standard Forms
- Section V. Financial Bid-standard Forms
- Section VI. Eligible Countries

## **PART 2 Supply Requirements**

- Section VII. Schedule of Supply

## **PART 3 Contract**

- Section VIII. General Conditions of Contract (GCC)
- Section IX. Special Conditions of Contract (SCC)
- Section X. Contract Forms

- |   |  |
|---|--|
| <p><b>7. General Information</b></p>                | <p>7.1. The Invitation for Bids issued by the Purchaser is not part of the Bidding Documents.</p> <p>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.</p> <p>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.</p>  |
| <p><b>8. Clarification of Bidding Documents</b></p> | <p>8.1. Bidders shall not be allowed to seek any clarification of the Bidding Documents in person or by telephone or other verbal means.</p> <p>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;</p> <p>8.3. The Purchaser shall respond in writing to any such request for clarification, provided that it is received no later than fifth(5) day 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 29.2; and</p> <p>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</p> |

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 29.2 to allow prospective Bidders reasonable time in which to take the addendum into account in the preparation of their Bids.

**10. Financial Capacity**

**C. QUALIFICATION CRITERIA**

- 10.1. The bidder shall have the minimum level of financial capacity if so specified in the BDS to qualify for supply of goods and related services under the contract.

**11. Experience and technical capacity**

- 11.1. The bidder shall have the following minimum level of experience to qualify for supply of goods and related services under the contract:
  - (a) the minimum number of years of experience in the supply of goods and related services if so specified in the BDS;
  - (b) specific experience in the supply of similar goods and related services if so specified in the BDS; and
  - (c) minimum production capacity or availability of the equipment if so specified in the BDS.

**D. PREPARATION OF BIDS**

**12. Cost of Bidding**

- 12.1. 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.

### **13. Language of Bid**

13.1. 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.

### **14. Documents Comprising the Bid**

14.1. The Bid shall comprise two envelopes submitted simultaneously, one called the technical bid containing the document listed in ITB clause 14.2 and the other called the financial bid containing the document listed in IT 14.3.

14.2. The technical bid prepared by the bidder shall comprise the following:

- (a) Bid Submission Sheet in accordance with ITB Clauses 15;
- (b) Bid Security, in accordance with ITB Clause 26;
- (c) Written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB Clause 27;
- (d) Documentary evidence in accordance with ITB Clause 21 establishing the Bidder's eligibility to bid;
- (e) Documentary evidence in accordance with ITB Clause 22 that the Goods and Related Services to be supplied by the Bidder are of eligible origin;
- (f) Documentary evidence in accordance with ITB Clauses 23 and 35 that the Goods and Related Services conform to the Bidding Documents;
- (g) Documentary evidence in accordance with ITB Clause 24 establishing the Bidder's qualifications to perform the contract if its Bid is accepted;
- (h) Alternative Bids, if permissible, in accordance with ITB Clause 17;
- (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

- 14.3. The financial bid offered by bidder shall comprise the following:
- (a) financial bid submission letter Form Fin-1- Section V, Financial Bid-standard Form
  - (b) The price schedule in accordance to ITB clause 16, 18 and 20:
  - (c) Any other document as specified in BDS

14.4. In addition to the requirements under ITB 14.1, Bids submitted by a JV shall include a copy of the Joint Venture Agreement entered into by all members. Alternatively, a letter of intent to execute a Joint Venture Agreement in the event of a successful Bid shall be signed by all members and submitted with the Bid, together with a copy of the proposed Agreement.

**15. Bid Submission Sheet**

15.1. The Bidder shall submit the Technical Bid Submission Sheet using the form furnished in Section IV, Technical Bid-Standard Forms and Financial Bid Submission Form using the forms furnished in Section V, Financial Bid-standard Form. These forms 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.

**16. Price Schedules**

16.1. The Bidder shall submit the Price Schedules for Goods and Related Services, according to their origin as appropriate, using the forms furnished in Section V, Financial Bid-Standard Forms.

**17. Alternative Bids**

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

**18. Bid Prices and Discounts**

18.1. 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.

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

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

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

18.5. 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.

18.6. 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 fulfil the contractual obligations, as specified in the Price Schedule forms for Goods and related services included in Section V, Financial Bid -standard 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 VI, Eligible Countries. Similarly, the Bidder may obtain insurance services from any eligible country in accordance with Section VI, Eligible Countries.

18.7. For Related Services, other than inland transportation and other services required to convey the Goods to their destination, whenever such Related Services are specified in the Schedule of Supply, the price of each item comprising the Related Services (inclusive of any applicable taxes).

18.8. 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 18.4, provided the Bids for all lots are submitted and opened at the same time.

## **19. Price Variation**

19.1. 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 35 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.

20.1. The unit rates and prices shall be quoted by the Bidder entirely in



## **20. Currencies of Bid**

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.

20.2. 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.

20.3. Bids shall be evaluated as quoted in Ngultrum (Nu) in accordance with ITB Sub-Clause 20.1, unless a Bidder has used different exchange rates than those prescribed in ITB Sub-Clause 20.2, 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 20.2.

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

20.5. 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 20.1.

20.6. In case of International Procurement from countries other than India, the procuring agency may invite bids inconvertible currencies. The bids shall, however, be evaluated in accordance with Sub-Clause 20.3. above, but the payment shall be made in the currency of bid.

## **21. Documents Establishing the Eligibility of the Bidder**

21.1. To establish their eligibility in accordance with ITB Clause 3, Bidders shall complete the Technical Bid Submission Sheet included in Section IV, Technical Bid-standard Forms.

22.1. 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 VI, Financial Bid-standard Forms.
- 22. Documents Establishing the Eligibility of the Goods and Related Services**
- 23. Documents Establishing the Conformity of the Goods and Related Services**
- 23.1. 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 as specified in BDS, that the Goods conform to the technical specifications and standards specified in Section VII, Schedule of Supply.
- 23.2. 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.
- 23.3. 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.
- 23.4. 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.
- 24.1. The documentary evidence of the Bidder's qualifications to perform the contract if its Bid is accepted shall establish to the Purchaser's satisfaction:
- 24. Documents Establishing the Qualifications of the Bidder**
- (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, Technical Bid-standard Forms (Tech-5) 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) 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.

## **25. Period of Validity of Bids**

- 25.1. 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.
- 25.2. 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 25.3

25.3. 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.

## **26. Bid Security**

26.1. 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.

26.2. 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, Technical Bid-standard 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 26.6 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 25.2.

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

26.4. 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 53.

26.5. 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.

26.6. 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 25.2; or
- (b) if the successful Bidder fails to:
  - (i) sign the Contract in accordance with ITB Clause 52;
  - (ii) furnish a Performance Security in accordance with ITB Clause 53; or
  - (iii) accept the correction of its Bid Price pursuant to ITB Sub-Clause 40.2

26.7. 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.

## **27. Format and Signing of Bid**

27.1. The Bidder shall prepare ONE Original technical bid and ONE Original financial bid as described in ITB Clause 14 and clearly mark it "ORIGINAL TECHNICAL BID" and "ORIGINAL FINANCIAL BID" 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.

27.2. 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.

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

## **E. SUBMISSION AND OPENING OF BIDS**

## **28. Submission, Sealing and Marking of Bids**

28.1. The Bidder shall enclose the original technical bid in one envelope and all the copies of technical bid, including the alternative Bids if permitted in accordance with ITB Clause 17, in another envelope, duly marking the envelopes as "ORIGINAL TECHNICAL BID", "ALTERNATIVES" and "COPY OF TECHNICAL BID". These sealed envelopes for the original and copies of technical bid shall then be enclosed and sealed in one single envelope and clearly marked it

“TECHNICAL BID”. In case of discrepancy between the original and copies, the original shall prevail. All envelopes shall be sealed with adhesive or other sealant to prevent reopening.

- 28.2. Similarly, the bidder shall enclose the original financial bid in one envelope and copies of financial in another envelope, duly marked as ‘ORIGINAL FINANCIAL BID’, “ALTERNATIVES (if any) and “COPY OF FINANCIAL BID”. In case of discrepancy between the original and copies, the original shall prevail.
- 28.3. The inner envelopes of TECHNICAL BID and FINANCIAL BID shall:
  - (a) be signed across their seals by the person authorized to sign the Bid on behalf of the Bidder; and
  - (b) For the TECHNICAL BID, the envelop be marked “ORIGINAL TECHNICAL BID”, “ALTERNATIVE” (if any) and “COPIES”;
  - (c) For the FINANCIAL BID, the envelop be marked “ORIGINAL FINANCIAL BID”, “ALTERNATIVE” (if any) and “COPIES”;
- 28.4. The outer envelope shall:
  - (a) be marked “Confidential”;
  - (b) be addressed to the Purchaser at the address <sup>7</sup>provided in the BDS; and
  - (c) bear the name and identification number of the Contract as defined in the BDS
- 28.5. In addition to the identification required in ITB Sub-Clause 28.3, 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 30.
- 28.6. 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.
- 28.7. 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.
- 29.1. 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.

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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.

**29. Deadline for Submission of Bids**

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

30.1. The Purchaser shall not consider any Bid that is submitted 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.

**30. Late Bids**

31.1. A Bidder may withdraw, substitute or modify its Bid after it has been submitted by sending a written notice in accordance with ITB Clause 28, duly signed by an authorized representative, and shall include a copy of the authorization (the power of attorney) in accordance with ITB Sub-Clause 27.2, (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:

**31. Withdrawal, Substitution and Modification of Bids**

(a) submitted in accordance with ITB Clauses 27 and 28 (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 29.

31.2. Bids requested to be withdrawn in accordance with ITB Sub-Clause 31.1 shall be returned unopened to the Bidders.

31.3. 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.

31.4. 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 25.1, may result in the forfeiture of the Bid Security pursuant to Clause 26.6. 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.

## **32. Technical Bid Opening**

- 32.1. Only the technical bid shall be opened immediately after the deadline of submission of the tenders at the address, date and time specified in the BDS. Financial bid shall not be opened with technical bid and shall be kept unopened under the custodian of Head of Procuring Agency. Any specific electronic Bid Opening procedures required if electronic bidding is permitted in accordance with ITB Sub-Clause 28.7 shall be as specified in the BDS.
- 32.2. First, envelopes marked "WITHDRAWAL" shall be opened 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. Next, envelopes marked "SUBSTITUTION" shall be opened 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. 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.
- 32.3. The technical bid shall be opened one at a time. The Bidders' names, any alternative bid (if permitted), 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 recorded by the Purchaser at the Bid Opening. No Bid shall be rejected at Bid Opening except for late Bids pursuant to ITB Clause 30. Substitution Bids and modifications submitted pursuant to ITB Clause 31 that are not opened 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.
- 32.4. The Purchaser shall prepare a Bid Opening record which shall include the following minimum information:



- (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) the presence or absence of Bid Security and, if present, its amount;
- (f) the name and nationality of each Bidder, and whether there is a withdrawal, substitution or modification;
- (g) the names, designations and signatures of the members of the Bid Opening Committee.

#### F. EVALUATION AND COMPARISON OF BIDS

#### **33. Confidentiality**

- 33.1. Information relating to the examination, evaluation, comparison and qualification 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.
- 33.2. Any effort by a Bidder to influence the Purchaser in the examination, evaluation, comparison and qualification of the Bids or Contract Award decisions may result in the rejection of its Bid.
- 33.3. Notwithstanding ITB Sub-Clause 33.2, 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.

#### **34. Clarification of Bids**

- 34.1. To assist in the examination, evaluation, comparison and qualification 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 40.
- 35.1. The Purchaser's determination of a Technical Bid's responsiveness shall be based on the contents of the technical Bid itself, and is to determine which of the technical Bids received are responsive and

thereafter to compare the technical responsive Bids against each other to select the lowest evaluated Bid.

**35. Technical  
Responsiveness  
of Bids**

- 35.2. A substantially responsive Technical 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) effects 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

- 35.3. During the evaluation of technical bid, the following definition shall apply:
- (a) "Deviation" is a departure from the requirement specified in the tender document;
  - (b) "Reservation" is setting of limiting conditions or withholding from complete acceptance of the requirement specified in the tender document; and
  - (c) "Omission" is the failure to submit the part or all of the information or documentation required in the tender document.

- 35.4. If a Technical Bid is not substantially responsive to the Bidding Documents 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.

- 36.1. Purchaser may regard technical bid as responsive even if contains:
- (a) Minor or insignificant deviation which do not meaningfully alter or depart from the technical specification, characteristics and terms and conditions or other mandatory requirements set out in the tender document; or

**36. Non-  
conformities  
, Errors and  
Omissions**

- (a) Errors or oversights, that if corrected, would not alter the key aspects of the technical bids.
- 36.2. Provided that a Technical 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 non-material non-conformities 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.

- 37. Preliminary Examination of Bids**
- 37.1. The Purchaser shall examine the Technical Bids to confirm that all documents requested in ITB Clause 14 have been provided and to determine the completeness of each document submitted.
- 37.2. The Purchaser shall confirm that the following documents and information has been provided in the Bid. If any of these documents or information is missing, the offer shall be rejected.  
 Bid Submission Sheet, in accordance with ITB Sub-Clause 14.2 (a);  
 (a) Written confirmation authorizing the signatory of the tender to commit the tenderer; and  
 (b) Bid Security, in accordance with ITB Clause 26.
- 38. Examination of Terms and Conditions; Technical Evaluation**
- 38.1. The Purchaser shall examine the Technical 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.
- 38.2. The Purchaser shall evaluate the technical Bid submitted in accordance with ITB Clause 23, to confirm that all requirements specified in Section VII, Schedule of Supply of the Bidding Documents have been met without any material deviation or reservation.
- 38.3. If, after the examination of the terms and conditions and the technical evaluation, the Purchaser determines that the technical Bid is not substantially responsive in accordance with ITB Clause 35, the bid shall not be considered for financial evaluation.
- 39. Financial Bid Opening**
- 39.1. The financial bid of only the substantially responsive technical bid shall be opened publicly at the time, date and place communicated to the responsive bidder in writing by issuing financial bid opening notice.
- 39.2. The envelopes of the responsive tenderer shall be opened in the presence of bidders' representatives who chooses to attend as notified in the ITB clause 39.1. The following details shall be read out and recorded in the financial bid opening sheet:  
 i. The name and address of the bidder;  
 ii. The Bid price;  
 iii. Number of initialled corrections;  
 iv. Any discounts; and  
 v. Any other detail as the procuring Agency at its discretion may consider appropriate.

- 39.3. Only the discount and alternatives read out and recorded at the Financial bid opening shall be considered in the financial bid evaluation. No bid shall be rejected at the opening of the financial bid.
- 39.4. All pages of the original financial bid except for unamended printed literature will be initiated by the members of the evaluation committee.
- 39.5. The Procuring Agency shall, in writing, notify the bidders who have not technically responsive that their financial bid shall be returned unopened after signing the contract award with the lowest evaluated bid. The changes in the bid price shall not be sought or permitted, except to conform the correction of arithmetical errors.
- 39.6. The procuring agency may ask for the clarification of the financial bid, about the breakdowns of the unit rates, in order to facilitate the examination and evaluation of the financial bid. The request for clarification and response from the bidder shall be in writing.

**40. Correction  
of  
arithmetical  
error**

- 40.1. During the evaluation of the Financial bid the procuring agency 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 40.1 (a) and (b) above.
- 40.2. The procurement agency shall promptly notify the concerned bidder(s) of the corrections. If the bidder does not accept the correction of arithmetic errors, its bid shall be rejected.
- 41.1. The procuring agency will evaluate each Financial bid that has been opened duly.
- 41.2. To evaluate a Financial bid, the procuring agency will consider the following:
  - (a) evaluation shall be done for items or lots as specified in BDS ;

#### **41. Financial Evaluation**

- (b) The bid price as quoted in accordance with ITB 18;
- (c) price adjustments for corrections of arithmetic errors in accordance with ITB 40;
- (d) price adjustments due to discounts offered in accordance with ITB 18.4;
- (e) adjustments due to application of margin of preference in accordance with ITB Clause 43, if applicable;
- (f) adjustments due to applications of the evaluation criteria specified in BDS

41.3. The purchaser shall ensure that the lowest evaluated bid price is consistent and reasonable with the current market prices. If the prices are unreasonable compared to prevailing market prices, purchasers may reject the bid.

42.1. 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.

#### **42. Conversion to single Currency**

43.1. 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.

#### **43. Margin of Preference**

43.2. 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

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

44.1. The procuring agency shall compare financial bids of all technically responsive bids to determine the lowest quoted price, as stated under ITB Clause 41.

45.1. An Abnormally Low Bid is one where the Bid price, in combination with other constituent elements of the Bid, appears unreasonably low to the extent that the Bid price raises material concerns with the Purchaser as to the capability of the Bidder to perform the Contract for the offered Bid price.

#### **44. Comparison of price**

**45. Abnormally Low Bid**

45.2. In the event of identification of a potentially Abnormally Low Bid, the Purchaser shall seek written clarification from the Bidder, including a detailed price analysis of its Bid price in relation to the subject matter of the contract, scope, delivery schedule, allocation of risks and responsibilities and any other requirements of the bidding document.

45.3. After evaluation of the price analyses, in the event that the Purchaser determines that the Bidder has failed to demonstrate its capability to perform the contract for the offered Bid price, the Purchaser shall reject the Bid.

46.1. If the Bid that is evaluated as the lowest evaluated cost is, in the Employer's opinion seriously unbalanced the Employer may require the Bidder to provide written clarifications. Clarifications may include detailed price analyses to demonstrate the consistency of the Bid prices with the scope of works, proposed methodology, schedule and any other requirements of the bidding document.

46.2. After the evaluation of the information and detailed price analyses presented by the Bidder, the Employer may as appropriate:

**46. Seriously unbalanced Bids**

- (a) accept the Bid and require that the amount of the Performance Security be increased at the expense of the Bidder to a level not exceeding twenty percent (20%) of the initial Contract price in addition to ten percentage (10) of the Performance Security.; or
- (b) reject the Bid.

47.1. 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.

**G. AWARD OF CONTRACT**

**47. Purchaser's Right to Accept Any Bid, and to Reject Any or All Bids**

48.1. The Procuring Agency shall award the Contract to the Bidder whose Bid is Technically substantially responsive to all the requirements of the Tender Document and that has been determined to be the lowest evaluated Bid as per the criteria specified in BDS.

48.2. In the event of a tie the bid shall be awarded as specified in the BDS.

**48. Award  
Criteria**

- 49.1. 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 VII, 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.

**49. Purchaser's  
Right to  
Vary  
Quantities at  
Time of  
Award**

- 50.1. The Employer shall notify the concerned Bidder whose bid has been selected in accordance with ITB 48 in writing (in the format in Section X-hereafter called the letter of Intent to award the contract) that the Employer has intention to accept its bid and the information regarding the name, address and amount of selected bidder shall be given to all other bidders who submitted the bid. Such notification should be communicated in writing, including by cable, facsimile, telex or electronic mail to all the bidders on the same day of dispatch. The Employer shall ensure that the same information is uploaded on their website on the same day of dispatch.

**50. Letter of Intent  
to Award the  
Contract/Letter of  
Acceptance**

- 50.2. If no bidder submits an application pursuant to ITB 54 within a period specified in DBS of the notice provided under ITB 50.1, prior to expiry of the period of Bid validity, the Purchaser shall notify the successful Bidder, in writing, that its Bid has been accepted.
- 50.3. Until a formal Contract is prepared and executed, the letter of acceptance shall constitute a binding Contract.
- 50.4. Upon the successful Bidder furnishing the signed Contract Form and the Performance Security pursuant to ITB Clause 53 the Purchaser:
- (a) shall promptly notify each unsuccessful Bidder and discharge its Bid Security, pursuant to ITB Sub-Clause 26.4; and
  - (b) publish a notification of award on the Purchaser's website.
- 50.5. 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.

51.1. On receipt of the Employer's Notification of Intention to Award referred to in ITB 50, an unsuccessful Bidder has three (3) working Days to make a written request to the Employer for a debriefing. The Employer shall provide a debriefing to all unsuccessful Bidders whose request is received within this deadline.

51.2. Where a request for debriefing is received within the deadline, the Employers shall provide a debriefing within five (5) working days.

## **51. Debriefing by the Employer**

51.3. The Procuring Agency shall discuss only such Bid and not the bids of other competitors. The debriefing shall not include:

- (a) point-by-point comparisons with another Bid; and
- (b) information that is confidential or commercially sensitive to other Bidders.

51.4. The purpose of debriefing is to inform the aggrieved bidder of the reasons for lack of success, pointing out the specific shortcomings in its bid without disclosing contents of other bids.

52.1. 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.

52.2. Within fifteen (15) days of receipt of the Contract Agreement the a successful Bidder shall sign, date and return it to the Purchaser.

## **52. Signing of Contract**

52.3. Notwithstanding ITB Sub-Clause 52.2 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 Contact 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.



53.1. Within fifteen (15) working days of the receipt of letter of acceptance 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 X, Contract Forms, or another form acceptable to the Purchaser, or
- (b) banker's certified cheque/cash warrant, or
- (c) demand draft.

### **53. Performance Security**

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

53.3. 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.

54.1. 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 the days specified in BDS from the date of letter of intent to award the contract. In the first instance, the Bidder shall submit the complaint to the Employer.

54.2. The head of agency shall, within days specified in BDS after the submission of the complaint, issue a written decision.

### **54. Complaint and Review**

54.3. The Bidder may appeal to the Independent Review Body within days specified in BDS of the decision of the Head of the Procuring Agency or, where no such decision has been taken, within days specified in BDS of the original complaint and the copy of the appeal shall be given to the procuring agency on the same day.

54.4. Once the appeal copy is received by the procuring agency, it shall not proceed further with the procurement process until receipt of notification from the Independent Review Body Secretariat.

## SECTION II. BID DATA SHEET

A. INTRODUCTION	
ITB 1.1	The Purchaser is: Department of National Properties (DNP) acting for and on behalf of all the participating purchasers
ITB 1.1	The name, identification number and number of lots within this procurement are: Centralized Procurement of Laptop and Desktop.
ITB 3.1	Category of trade License eligible for this bidding process is: Suppliers holding a Manufacturer's Authorization and Original Equipment Manufacturer (OEM) certificates
ITB 5.1	All goods and related services to be supplied under the contract shall comply with. Not Applicable
B. BIDDING DOCUMENTS	
ITB 8.2	For <u>clarification of Bid purposes only</u> , the Purchaser's address is: Attention: Director General, DNP Address: DNP, MoF, Thimphu Bhutan Electronic mail address: <a href="mailto:kelzangw@mof.gov.bt">kelzangw@mof.gov.bt</a>
ITB 8.4	Pre bid meeting shall be held on 15 <sup>th</sup> November, 2021 at 10:00AM through Zoom.
C. QUALIFICATION CRITERIA	
ITB 10.1	The minimum amount of financial resources is... Not Applicable
ITB 11.1 (a)	The minimum number of years of experience in the supply of goods and related services is: 5 years
ITB 11.1 (b)	The specific experience in the supply of similar goods and related services is: 3 Years
ITB 11.1 (c)	The minimum production capacity or availability of equipment is: Not Applicable
D. PREPARATION OF BIDS	
ITB 13.1	The language of the Bid is: English
ITB 14.2 (j)	The bidders shall submit a signed Integrity Pact: Yes
ITB 14.2 (k)	The Bidder shall submit with its Bid the following additional documents: <ol style="list-style-type: none"> <li>1. CV and certificates in accordance with ITB clause 24.1(b);</li> <li>2. Valid Trade license and Tax Clearance certificate</li> <li>3. Original Equipment Manufacturer(OEM) certificate</li> </ol>
ITB 14.3 (c)	Financial Bid offered by the bidder shall comprise....Not Applicable

<b>ITB 17.1</b>	Alternative Bids Shall not <i>be permitted</i> .
<b>ITB 18.5</b>	The Incoterms edition is:2020
<b>ITB 19.1</b>	The prices quoted by the Bidder shall not be adjustable.
<b>ITB 20.1</b>	The Bidder is required to quote in Ngultrum (BTN)
<b>ITB 23.1</b>	To establish the conformity of goods and related services, <b>the bidder shall furnish data sheet.</b>
<b>ITB 23.3</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>Three (3) years</b>
<b>ITB 24.1 (a)</b>	The manufacturer's authorization is required mandatorily.
<b>ITB 24.1 (b)</b>	<p>After-sales maintenance, repair, spare parts stocking and related services are required for the entire duration of the warranty period, and the Bidder therefore is required mandatorily to have following minimum staff with corresponding qualifications and expertise:</p> <p>1.At least have three (3) regular employees holding</p> <ul style="list-style-type: none"> <li>a. Certificate or Diploma in Computer Hardware Maintenance</li> <li>b. Industry certification on service support</li> </ul>
<b>ITB 25.1</b>	The Bid validity period shall be 90 days.
<b>ITB 26.2</b>	The amount and currency of the Bid Security is Nu. 150,000.00

<b>E. SUBMISSION AND OPENING OF BIDS</b>	
<b>ITB 27.1</b>	In addition to the original technical bid and original financial bid, the number of copies is: One copy each for technical bid and financial bid.
<b>ITB 28.4 (b)</b>	The address of the purchaser : Director General, DNP, MoF ,Thimphu
<b>ITB 28.4 (c)</b>	The name and identification number of the Contract is Centralized procurement of laptop and desktop.
<b>ITB 29.1</b>	For Bid submission purposes, the Purchaser's address is: Attention: Director General Address: DNP, MOF, Thimphu Bhutan. The deadline for the submission of Bids is: Date: 18th November, 2021 Time: 5:00 PM Bhutan time.
<b>ITB 32.1</b>	The Technical Bid Opening shall take place at: 19th November, 2021 at 10:00 AM.
<b>F. EVALUATION AND COMPARISON OF BIDS</b>	
<b>ITB 42.1</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 20.2.
<b>ITB 43.1</b>	A margin of ten percent (10%) Domestic Preference shall not apply.
<b>ITB 41.2 (a)</b>	Evaluation will be done for item wise.
<b>ITB 41.2 (f)</b>	The adjustments shall be determined using the following criteria from amongst those set out in Section III, Evaluation and Qualification Criteria: (a) Deviation in payment schedule: Not Applicable (b) The cost of major replacement components, mandatory spare parts, and service: Not Applicable (c) The availability in Bhutan of spare parts and after-sales services for the equipment offered in the Bid: Yes. (d) The projected operating and maintenance costs during the life of the equipment: No. (e) The performance and productivity of the equipment offered: No
<b>G. AWARD OF CONTRACT</b>	
<b>ITB 48.1</b>	The contract will be awarded to the technically qualified lowest quoted bidders L1, L2 and L3; Where L2 and L3 have to supply at the price quoted by the lowest bidder L1; The award shall be proportioned as 50% of the total requirement for L1;

	<p>30% of the total requirement for L2 and 20% of the total requirement for L3;</p> <p>In case L2 and/or L3 are not interested in the supply of their products at the same rate of lowest quoted bidder, the 100% supply will automatically be transferred to the lowest bidder.</p>
<b>ITB 48.2</b>	<p>If in case of a tie between two lowest bidders, 80% of the total award shall be shared 40% each.</p> <p>In case of tie between the two second lowest bidders, 50% of the total award shall be shared 25% each.</p> <p>Similarly, in case of the three lowest bidders, 100% of the total award shall be shared equally amongst the three bidders.</p>
<b>ITB 49.1</b>	<p>The maximum percentage by which quantities may be increased is 15 %</p> <p>The maximum percentage by which quantities may be decreased is 15 %</p>

### **SECTION III. EVALUATION AND QUALIFICATION CRITERIA**

<b>1.</b>	<b>Domestic Preference (ITB 40)</b>	<b>40</b>
<b>2.</b>	<b>Evaluation Criteria ( 41.3 (e))</b>	<b>40</b>
<b>3.</b>	<b>Multiple Contracts (ITB 41.6)</b>	<b>42</b>

## **1. Domestic Preference (ITB 40)**

- 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 proceedings 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 41.3 (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 18.6, one or more of the following factors as specified in ITB Sub-Clause 41.3(e) and in the BDS referring to ITB Sub-Clause 41.3(e), using the following criteria and methodologies.

- (a) 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 41.3 (e).
- (b) 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 23.3 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 23.3. 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.*
- (c) 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 41.3 (e), if quoted separately, shall be added to the Bid Price, for evaluation purposes only.
- (d) 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 41.3 (e). The adjustment will be evaluated in accordance with the methodology specified in the BDS Sub-Clause ITB 41.3 (e).
- (e) 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 41.3(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 41.3 (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 41.3 (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 41.3 (e).

- (f) 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 41.3 (e)]*

### **3. Multiple Contracts (ITB 41.6)**

The Purchaser shall award multiple contracts to the Bidder that offers the lowest evaluated combination of Bids (one contract per Bid).

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 18.7.
- (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.

**SECTION IV. TECHNICAL BID- STANDARD FORMS**

**TABLE OF FORMS**

Tech-1. Technical Bid Submission Sheet.....44

Tech-2. Bidder Information Form.....45

Tech-3. Joint Venture, Consortium or Association (JV/C/A) Partner Information Form.....46

Tech-4. Bid Security (Bank Guarantee).....47

Tech-5. Manufacturer’s Authorization.....48

Tech-6. Integrity Pact.....49

## Tech-1. Technical 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) 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 29.1, and it shall remain binding upon us and may be accepted at any time before expiry of that period;
- (d) 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 17;
- (e) 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]***
- (f) We have no conflict of interest pursuant to ITB Sub-Clause 3.2;
- (g) 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.

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]***

## Tech-2. 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 Technical 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.	<p>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></p>
7.	<p>Attached are copies of the following original documents: <i>[check the box(es) of the attached original documents]</i></p> <p><input type="checkbox"/> Articles of Incorporation or Registration of firm named in 1 above, in accordance with ITB Sub-Clause 3.1.</p> <p><input type="checkbox"/> 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 24.1 (c) (V).</p> <p><input type="checkbox"/> In the case of a government owned entity from Bhutan, documents establishing legal and financial autonomy and compliance with commercial law, in accordance with ITB Sub-Clause 3.3.</p> <p><input type="checkbox"/> Power of attorney authorizing the signatory of the Bid to sign on behalf of the Bidder.</p>

### Tech-3. 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 \_\_\_\_\_ page

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.	<p>JV/C/A Party's Authorized Representative Information</p> <p>Name: <i>[insert name of JV/C/A Party's authorized representative]</i></p> <p>Address: <i>[insert address of JV/C/A Party's authorized representative]</i></p> <p>Telephone/Fax numbers: <i>[insert telephone/fax numbers of JV/C/A Party's authorized representative]</i></p> <p>E-mail Address: <i>[insert e-mail address of JV/C/A Party's authorized representative]</i></p>
7.	<p>Attached are copies of the following original documents: <i>[check the box(es) of the attached original documents]</i></p> <p><input type="checkbox"/> Articles of Incorporation or Registration of firm named in 2 above, in accordance with ITB Sub-Clause 3.1.</p> <p><input type="checkbox"/> In the case of a government owned entity from Bhutan, documents establishing legal and financial autonomy and compliance with commercial law, in accordance with ITB Sub-Clause 3.3.</p>

#### **Tech-4. 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) thirty 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)]*

## **Tech-5. 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) including email, Contact Number and website if any] 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]*.

## Tech-6. Integrity Pact

### 1. General:

Whereas *(Name of head of the procuring agency or his/her authorized representative, with power of attorney)* representing the *(Name of procuring agency)*, Royal Government of Bhutan, hereinafter referred to as the “Employer” on one part, and *(Name of bidder or his/her authorized representative, with power of attorney)* representing M/s. *(Name of firm)*, hereinafter referred to as the “Bidder” on the other part hereby execute this agreement as follows:

This agreement shall be a part of the standard bidding document, which shall be signed by both the parties at the time of purchase of bidding documents and submitted along with the tender document. This IP is applicable only to “large” scale works, goods and services, the threshold of which will be announced by the government from time to time. The signing of the IP shall not apply to framework contracting such as annual office supplies etc.

### 2. Objectives:

Whereas, the Employer and the Bidder agree to enter into this agreement, hereinafter referred to as IP, to avoid all forms of corruption or deceptive practice by following a system that is fair, transparent and free from any influence/unprejudiced dealings in the bidding process <sup>8</sup>and contract administration <sup>9</sup>, with a view to:

- 2.1. Enabling the Employer to obtain the desired contract at a reasonable and competitive price in conformity to the defined specifications of the works or goods or services; and
- 2.2. Enabling bidders to abstain from bribing or any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also refrain from bribing and other corrupt practices.

### 3. Scope:

The validity of this IP shall cover the bidding process and contract administration period.

### 4. Commitments of the Employer:

The Employer Commits itself to the following:-

- 4.1. The Employer hereby undertakes that no officials of the Employer, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favor or any material or immaterial benefit or any other advantage from the Bidder, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process and contract administration.
- 4.2. The Employer further confirms that its officials shall not favour any prospective bidder in

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<sup>8</sup>Bidding process, for the purpose of this IP, shall mean the procedures covering the tendering process starting from bid preparation, bid submission, bid processing, and bid evaluation.

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



any form that could afford an undue advantage to that particular bidder in the bidding process and contract administration and will treat all Bidders alike.

- 4.3. Officials of the Employer, who may have observed or noticed or have reasonable suspicion, shall report to the head of the employing agency or an appropriate government office any violation or attempted violation of clauses 4.1 and 4.2.
- 4.4. Following report on violation of clauses 4.1 and 4.2 by official (s), through any source, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings shall be initiated by the Employer and such a person shall be debarred from further dealings related to the bidding process and contract administration.

## **5. Commitments of Bidders:**

The Bidder commits himself/herself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of the bidding process and contract administration in order to secure the contract or in furtherance to secure it and in particular commits himself/herself to the following :-

- 5.1. The Bidder shall not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Employer, connected directly or indirectly with the bidding process and contract administration, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding process and contract administration.
- 5.2. The Bidder shall not collude with other parties interested in the contract to manipulate in whatsoever form or manner, the bidding process and contract administration.
- 5.3. If the bidder(s) have observed or noticed or have reasonable suspicion that the provisions of the IP have been violated by the procuring agency or other bidders, the bidder shall report such violations to the head of the procuring agency.

## **6. Sanctions for Violation:**

The breach of any of the aforesaid provisions shall result in administrative charges or penal actions as per the relevant rules and laws.

- 6.1. The breach of the IP or commission of any offence (forgery, providing false information, misrepresentation, providing false/fake documents, bid rigging, bid steering or coercion) by the Bidder, or any one employed by him, or acting on his/her behalf (whether with or without the knowledge of the Bidder), shall be dealt with as per the terms and conditions of the contract and other provisions of the relevant laws, including Debarment Rules.
- 6.2. The breach of the IP or commission of any offence by the officials of the procuring agency shall be dealt with as per the rules and laws of the land in vogue.

## **7. Monitoring and Administration:**

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

7.2. The bidder shall have the right to appeal as per the arbitration mechanism contained in the relevant rules.

We, hereby declare that we have read and understood the clauses of this agreement and shall abide by it.

The parties hereby sign this Integrity Pact at *(place)*\_\_\_\_\_on *(date)* \_\_\_\_\_

EMPLOYER	BIDDER/REPRESENTATIVE
CID: _____	CID: _____
Witness: _____	Witness: _____
Name: _____	Name: _____
CID: _____	CID: _____

## **Section V. Financial Bid-Standard Form**

### **Table of Forms**

Fin-1. Financial Bid Submission Form.....	44
Fin-2. Price Schedule .....	56
Fin-3. Price and Completion Schedule - Related Services.....	57

**Fin-1. Financial Bid Submission Form**

*[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. The total price of our Bid, excluding any discounts offered in item (b) below is: *[insert "as quoted in the Price Schedule" if item wise award]*
- b. 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];*

- c. If our Bid is accepted, we commit to provide a Performance Security in accordance with ITB Clause 53 and GCC Clause 19 for the due performance of the Contract;
- d. 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 Recipient	of	Address	Reason	Amount
—		—	—	—
—		—	—	—

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

- e. 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.
- f. 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]*

**Fin-2. Price Schedule**

*[The Bidder shall fill in these Price Schedule 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							Date: _____	
							RFB	No: _____
1	2	3	4	5	6	7	8	
Line Item No.	Description of Goods	Country of Origin	Period of delivery (No. of days)	Quantity	Unit	Unit Price	Total Price per Line item (Col. 5*7)	
<i>[insert number of the item]</i>	<i>[insert name/model of good]</i>	<i>[insert country of origin of the Good]</i>	<i>[insert period of Delivery]</i>	<i>[insert number of units to be supplied]</i>	<i>[Insert name of the physical unit]</i>	<i>[insert the total all-inclusive unit price]</i>	<i>[insert total price of the line item]</i>	
							Total Price	

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

**Fin-3. Price and Completion Schedule - Related Services**

<i>Currencies in accordance with ITB Clause 18</i>					<i>Date: .....</i> <i>IFB No: .....</i> <i>Page No:.....of .....</i>	
<i>1</i>	<i>2</i>	<i>3</i>	<i>4</i>	<i>5</i>	<i>6</i>	<i>7</i>
<i>Service No.</i>	<i>Description of Services</i>	<i>Country of Origin</i>	<i>Period of delivery at the place of Final destination (No. of days)</i>	<i>Quantity and physical unit</i>	<i>Unit price</i>	<i>Total Price per Service (Col. 5* 6 or estimate)</i>
<i>[insert number of the Service]</i>	<i>[insert name of Services]</i>	<i>[insert country of origin of the Services]</i>	<i>[insert period of delivery at the 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>
				<i>Total Bid Price</i>		

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

## SECTION VI: ELIGIBLE COUNTRIES

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

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

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

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

- (a) With reference to Paragraph 1.1 above:

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

- (b) With reference to Paragraph 1.2 above:

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



# **PART 2**

## **SUPPLY REQUIREMENTS**

## **Section VII-Schedule of Supply**

1. List of Goods and Delivery Schedule.....	60
2. List of Related Services and Completion Schedule.....	65
3. Technical Specifications.....	66
4. Drawings.....	69
5. Inspections and Tests.....	69

### 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 V. 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 49.

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

Line No.	Item	Description of Goods	Quantity	Unit	Final Project site as specified in BDS	Period of delivery(in days)	Bidder's period of delivery( in days)
1.Non-technical	Laptop	<u>Laptops(Window based)</u> Processor:i5 RAM :8GB; Hard Drive ;storage:512 GB SSD; Display Screen:13 inch FHD,anti-glare Operating system:Compatible with Microsoft Windows 11 Graphics: Integrated Graphics card Keyboard & Mouse:Standard US English Keyboard,bluetooth mouse	139	Nos	Thimphu	15 days from the date of supply order	(bidders to insert period of delivery)
2.Technical	Laptops	<u>Laptops(Window based)</u> processor:i7	3	Nos	Thimphu	15 days from the date of	

	RAM :16GB; Hard Drive ;storage:512 GB SSD; Display Screen:15 inch FHD,anti-glare Operating system:Compatible with Microsoft Windows 11 Graphics:Integrated Graphics card , 4GB Keyboard & Mouse:Standard US English Keyboard,bluetooth mouse				supply order	
3.Technical Laptops	<u>Laptops(Window based)</u> processor:i9 RAM :32GB; Hard Drive ;storage:512 GB SSD; Display Screen:15 inch FHD,anti-glare Operating system:Compatible with Microsoft Windows 11 Graphics:Dedicated Graphics card, 4GB Keyboard & Mouse:Standard US English Keyboard(GPU),bluetooth mouse	4	Nos	Thimphu	15 days from the date of supply order	
4.	<u>Laptops(Window based)</u> processor:i7 RAM :16GB; Hard Drive ;storage:512 GB SSD; Display Screen:14 inch FHD,anti-glare Operating system:Compatible with Microsoft Windows 11	4	Nos.	Thimphu		

	Graphics: Integrated Graphics card, 4GB Keyboard & Mouse:Standard US English Keyboard(GPU),blu etooth mouse					
5.Macbook	<u>Macbook</u> Processor:i5 Memory(RAM):8GB Hard Drive Storage:256 GB SSD Display Screen:13 inch Retina Display Operating System(OS):Mac OS Keyboard & Mouse:Backlit Magic Keyboard,USEnglis h, Bluetooth	3	Nos.	Thimphu	15 days from supply order date	
6.Macbook (IMac Desktop)	<u>Macbook(IMac Desktop)</u> Processor:i9 Memory(RAM):32G B Hard Drive Storage:512GB SSD Display Screen:15 inch Retina Display Operating System(OS):Mac OS Keyboard & Mouse:Backlit Magic Keyboard,USEnglis h,Bluetooth	1	Nos	Thimphu	15 days from supply order date	
	<u>Macbook(Mac Pro)</u> Processor:i7 Memory(RAM):16G B Hard Drive Storage:512GB SSD Display Screen:14 inch Retina Display Operating System(OS):Mac OS	1	Nos.	Thimphu	15 days from supply order date	

	Keyboard & Mouse:Backlit Magic Keyboard,USEnglis h,Bluetooth					
	<u>Macbook(Mac Air)</u> Processor:i5 Memory(RAM):16G B Hard Drive Storage:512GB SSD Display Screen:14 inch Retina Display Operating System(OS):Mac OS Keyboard & Mouse: Backlit Magic Keyboard,USEnglis h, Bluetooth	1	Nos.	Thimphu	15 days from supply order date	
Ipad	Processor A10 fusion processor, Memory RAM 16GB Hard drive storage 128GB, display screen 10.2inch retina display, Operating System iPad OS comes with powerful features and built in Apps Keyboard and mouse magic keyboard, US English, warranty 1Year	1	Nos.	Thimphu	15 days from supply order date	
Desktops	<u>Desktop(Window based)</u> processor:i5 RAM :8 GB; Hard Drive ;storage:256 GB SSD; Display Screen:19 inch Operating system:Compatible with Microsoft Windows 11	33	Nos	Thimphu	15 days from supply order date	

	Graphics:Integrated Graphics card Keyboard & Mouse:Standard US English Keyboard					
	<u>Desktops(Window based)</u> processor:i9 RAM :32GB; Hard Drive ;storage:512 GB SSD; Display Screen:26 inch Operating system:Compatible with Microsoft Windows 11 Graphics:Dedicated Graphics card Keyboard & Mouse:Standard US English Keyboard	1	Nos	Thimphu	15 days from supply order date	
	Desktops(mid) Processor i7; memory (RAM) 16GB, Hard drive storage 512GB SSD, Display screen 22inch, OS Compatible with Microsoft window 11, Graphics integrated graphic card , Keyboard and Mouse keyboard, US English, warranty 3 years	1	Nos.		15 days from supply order date	

## 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 Services	Quantity	Unit	Place where service shall be performed	Final completion dates of services
<i>(insert service No.)</i>	<i>(insert description of services)</i>	<i>(Insert the quantity of items to be supplied)</i>	<i>(Insert the unit of measurement )</i>	<i>(Insert name of place)</i>	<i>(insert the completion dates)</i>



### 3. Technical Specifications

Laptop/desktops brands listed below shall only be accepted:

- 1.Dell
- 2.Hewlett Packard (HP)
- 3.Lenovo
- 4.Acer
- 5.Asus
- 6.Apple

#### **Laptop Specification (Windows-based)**

Sl. No	Specification	Non-technical Staff	Technical Staff		
			Low	Mid	High
1	Processor	i5 (latest generation, base frequency 2.0 GHz)	i7 (latest generation, base frequency 2.2 GHz, 4 Cores)	i7 (latest generation, base frequency 2.2 GHz, 6 Cores)	i9 (latest generation, base frequency 2.5 GHz, 8 Cores)
2	Memory (RAM)	8GB	16GB	16 GB	32GB
3	Hard Drive Storage	512 GB SSD	512GB SSD	512GB SSD	512GB SSD
4	Display Screen	13 inch FHD, Anti-Glare	14 inch FHD, Anti-Glare	15 inch FHD, Anti-Glare	15 inch FHD, Anti-Glare
5	Operating System (OS)	Compatible with Microsoft Windows 11	Compatible with Microsoft Windows 11	Compatible with Microsoft window 11	Compatible with Microsoft Windows 11
6	Graphics	Integrated Graphics card	Integrated Graphics Card, 4 GB	Dedicated graphic card, 4 GB	Dedicated graphic card, 4 GB
7	Keyboard & Mouse	Standard US English Keyboard. Bluetooth mouse	Standard US English Keyboard. Bluetooth mouse	Standard US English Keyboard(GPU). Bluetooth mouse	Standard US English Keyboard (GPU). Bluetooth mouse
8	Warranty	3 year	3 year	3 year	3 year

**Laptop Specification (MAC)**

Sl.No	Specification	Non-technical Staff (Mac)	Technical Staff (Mac Pro)		Executive level (Mac Air)	Executive Level (Ipad)
			Mid	High (IMAC Desktop)		
1	Processor	i5	i7	i9	i5	A10 Fusion processor
2	Memory (RAM)	8GB	16GB	32GB	16GB	16GB
3	Hard Drive Storage	256GB SSD	512GB SSD	512GB SSD	512GB SSD	128GB
4	Display Screen	13 inch Retina Display	14 inch Retina Display	15 inch Retina Display	14 inch Retina Display	10.2 inch Retina Display
5	Operating System (OS)	macOS	macOS	macOS	macOS	iPadOS comes with powerful features and built-in apps
7	Keyboard & Mouse	Backlit Magic Keyboard, US English. Bluetooth mouse	Backlit Magic Keyboard, US English. Bluetooth mouse	Backlit Magic Keyboard, US English. Bluetooth mouse	Backlit Magic Keyboard, US English. Bluetooth mouse	Magic Keyboard, US English
8	Warranty	3 year	3 year	3 year	3 year	1 year

**Desktop Specification (Windows-based)**

Sl.No	Specification	Non-technical Staff	Technical Staff		Executive level
			Mid	High	
1	Processor	i5	i7	i9	i7
2	Memory (RAM)	8GB	16GB	32GB	16GB

3	Hard Drive Storage	256GB SSD	512GB SSD	512GB SSD.	512GB SSD
4	Display Screen	19 inch	22 inch	26 inch	22 inch
5	Operating System (OS)	Compatible with Microsoft Windows 11	Compatible with Microsoft Windows 11	Compatible with Microsoft Windows 11	Compatible with Microsoft Windows 11
6	Graphics	Integrated Graphics card	Integrated Graphics Card	Dedicated graphic card	Integrated Graphics card
7	Keyboard & Mouse	Keyboard, US English	Keyboard, US English	Keyboard, US English	Keyboard, US English
8	Warranty	3 years	3 years	3 years	3 years

#### 4. Drawings

These Bidding Documents include **“no”** drawings.

*[If documents shall be included, insert the following List of Drawings]*

<i>List of Drawings</i>		
<i>Drawing No.</i>	<i>Drawing name</i>	<i>Purpose</i>

## **5. Inspections and Test**

The following inspections and tests shall be performed:

Inspections and tests shall be conducted at the suppliers' premises (or supplier's preferred designated place acceptable to the purchaser at the expense of suppliers) by the Quality Inspection Team appointed by the purchaser before dispatch to the final project sites. The Quality Inspection Team will inspect and test the ICT devices to ensure genuineness and the originality of the ICT devices as per the specifications and render the acceptance for final delivery. Any pirated, refurbished, and sub-standard devices will be rejected by the team.

# **PART 3**

# **CONTRACT**

## **SECTION VII. GENERAL CONDITIONS OF CONTRACT**

### **TABLE OF CLAUSES**

1. Definitions	72
2. Contract Documents	73
3. Fraud and Corruption	73
4. Interpretation	75
5. Language	76
6. Joint Venture, Consortium or Association	76
7. Eligibility	76
8. Notices	77
9. Governing Law	77
10. Settlement of Disputes	77
11. Inspections and Audit	78
12. Scope of Supplies	78
13. Delivery and Documents	78
14. Supplier's Responsibilities	78
15. Purchaser's Responsibilities	78
16. Contract Price	78
17. Terms of Payment	79
18. Taxes and Duties	79
19. Performance Security	80
20. Copyright	80
21. Confidential Information	80
22. Subcontracting	81
23. Specifications and Standards	81
24. Packing and Documents	82
25. Insurance	82
26. Transportation	83
27. Inspections and Tests	83
28. Liquidated Damages	84
29. Warranty	84
30. Patent Indemnity	85
31. Limitation of Liability	86
32. Change in Laws and Regulations	86
33. Force Majeure	87
34. Change Orders and Contract Amendments	87
35. Extensions of Time	88
36. Termination	88
37. Export Restriction	90

## 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) Participating Purchaser means all government agencies permitted to purchase from the centralised procurement contract finalized and administered by DNP
- (l) The Project Site, where applicable, means the place named in the SCC.
- (m) Purchaser means Department of National Properties acting on behalf of all participating purchasers in managing and administering the centralised procurement of Goods and Related Services, as specified in the SCC.
- (n) 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.
- (o) SCC means the Special Conditions of Contract.
- (p) 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.
- (q) 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>10</sup> is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value<sup>11</sup> to influence improperly the actions of another party;
  - (b) “fraudulent practice”<sup>12</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>13</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>14</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

---

<sup>10</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 reviewing procurement decisions.

<sup>11</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>12</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>13</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>14</sup>a “party” refers to a participant in the procurement process or contract execution.

threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or

- (ii) acts intended materially to impede the exercise of the inspection and audit rights of the Purchaser and/or any other relevant RGoB agency provided for under GCC Clause 11.

- 3.4. Any communications between the Supplier and the Purchaser related to matters of alleged fraud or corruption must be made in writing.

#### **4. Interpretation**

- 4.1. If the context so requires it, singular means plural and vice versa.

- 4.2. Incoterms

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

(there under 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.

(a) 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.

#### 4.5. Severability

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

### 5. Language

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

5.2. The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation, for documents provided by the Supplier.

### 6. Joint Venture, Consortium or Association

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

### 7. Eligibility

7.1. The Supplier and its Subcontractors shall have the nationality of an eligible country. A Supplier or Subcontractor shall be deemed to have the nationality of a country if it is a citizen or constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of that country.

- 7.2. All Goods and Related Services to be supplied under the Contract shall have their origin in Eligible Countries. For the purpose of this Clause, origin means the country where the Goods have been grown, mined, cultivated, produced, manufactured or processed; or through manufacture, processing or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.

## **8. Notices**

- 8.1. Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the SCC. The term “in writing” means communicated in written form, including electronic communication, with proof of receipt.

- 8.2. A notice shall be effective when delivered or on the notice’s effective date, whichever is later.

## **9. Governing Law**

- 9.1. The Contract shall be governed by and interpreted in accordance with the laws of Bhutan.

## **10. Settlement of Disputes**

- 10.1. The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

- 10.2. If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute. No arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract. Arbitration proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

- 10.3. Notwithstanding any reference to arbitration herein,  
 a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and  
 (b) the Purchaser shall pay the Supplier any monies due the Supplier.

## **11. Inspections and Audit**

- 11.1. The Supplier shall permit the Purchaser and/or person

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 and subject to SCC 12.1.
- 12.2 Unless otherwise stipulated in the Contract, the supply shall include all such items not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining Delivery of the Goods and Completion of the Related Services as if such items were expressly mentioned in the Contract.

## **13. Delivery and Documents**

- 13.1. Subject to GCC Sub-Clause 34.1, the delivery of the Goods and completion of the Related Services shall be in accordance with the delivery and completion requirements specified in the Schedule of Supply. The details of shipping and other documents to be furnished by the Supplier are specified in the SCC.

## **14. Supplier's Responsibilities**

- 14.1. The Supplier shall supply all the Goods and Related Services included in the Scope of Supplies in accordance with GCC Clause 12, and the delivery and completion requirements as per GCC Clause 13.

## **15. Purchaser's Responsibilities**

- 15.1. Whenever the supply of Goods and Related Services requires that the Supplier obtain permits, approvals and/or import and other licenses or similar permissions from Bhutanese public authorities, the Purchaser shall, if so required by the Supplier, use its best efforts to assist the Supplier in complying with such requirements in a timely and expeditious manner, but without incurring any costs.

## **16. Contract Price**

- 16.1. The Contract Price shall be as specified in the contract

Agreement subject to any additions and adjustments there to or deductions there from as may be made pursuant to the Contract.

## **17. Terms of Payment**

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.

17.1. 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 fulfilment 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 available to the

## **19. Performance Security**

Supplier in Bhutan the Purchaser shall use its best efforts to enable the Supplier to benefit from tax savings to the maximum allowable extent.

- 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 the Purchaser or Supplier needs to share with the RGoB or other institutions participating in the financing of the Contract;
  - (a) now or hereafter enters the public domain through no fault of that party;
  - (b) 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
  - (c) 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 not subcontract, in whole or in part, their obligations under this Contract, except with the prior written consent of the purchaser.

## **23. Specifications and Standards**

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

### **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 VII, 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. 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.
- 27.5. The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.
- 27.6. The Purchaser may reject any Goods or any part therefore fails 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.

- 27.7. 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.

- 29.5. 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.
- 29.6. 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 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.
- 30.5. 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



**37. Export Restriction**

materials and parts previously procured by the Supplier.

- 37.1. 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.

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. *[The Purchaser shall select and insert the appropriate wording using the sample below or other acceptable wording and delete the text in italics.]*

<b>GCC 1.1 (k)</b>	The Project Site(s)/Final Destination(s) is; <b>Thimphu</b>
<b>GCC 1.1 (l)</b>	The Purchaser is: <b>Department of National Properties acting for and on behalf of all the participating purchaser</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: <i>[exceptional; refer to other internationally accepted trade terms ]</i>
<b>GCC 4.2 (b)</b>	The version of Incoterms shall be: <b>2020 edition</b>
<b>GCC 5.1</b>	The language shall be: <b>English</b>
<b>GCC 8.1</b>	For <b><u>notices</u></b> , the addresses shall be: For the Purchaser:  Attention: <b>Director General</b> Address: <b>Department of National Properties,MOF, Thimphu Bhutan</b> Telephone: <b>02-324151</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><u>the law of the Kingdom of Bhutan.</u></b>
<b>GCC 10.2</b>	The rules of procedure for arbitration proceedings pursuant to GCC Sub-Clause  The dispute shall be referred to adjudication or arbitration in accordance with the laws of Bhutan.
<b>GCC 12.1</b>	The Purchaser shall reserve the right to vary the quantity specified in the schedule of supply by <b>+ or - 5%</b>
<b>GCC 13.1</b>	Details of Shipping and other Documents to be furnished by the Supplier are <i>[Not Applicable]</i> .
<b>GCC 16.2</b>	The prices charged for the Goods supplied and the related Services performed shall not be adjustable.
<b>GCC 17.1</b>	Hundred percent (100%) of the Contract Price shall be paid on acceptance and receipt of the Goods and upon submission of the documents specified in GCC Clause 13.

<b>GCC 17.5</b>	<p>The payment delay period after which the Purchaser shall pay interest to the supplier shall be 30 days.</p> <p>The interest rate that shall be applied as per the prevailing rate of commercial borrowing rate.</p>
<b>GCC 19.1</b>	The amount of the Performance Security shall be: <b>10% of the contract price</b>
<b>GCC 19.3</b>	<p>The types of acceptable Performance Securities are:</p> <ul style="list-style-type: none"> <li>(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></li> <li>(ii) Cash warrant, or</li> <li>(iii) Demand draft.</li> </ul>
<b>GCC 19.4</b>	Discharge of Performance Security shall take place: <b>After the expiry of three years warranty period</b>
<b>GCC 24.2</b>	The packing, marking and documentation within and outside the packages shall be: None
<b>GCC 25.1</b>	The insurance coverage shall be <u>as specified in the Incoterms.</u>
<b>GCC 26.1</b>	<p>The Supplier is required under the Contract to transport all the ICT devices to the final project sites mentioned in the SCC clause 1.1 defined as the Project Site.</p> <p>Transport to such a place of destination including insurance and storage shall be arranged by the Supplier, and related costs shall be included in the Contract Price and no extra cost shall be paid by the purchaser.</p>
<b>GCC 27.2</b>	<p>Inspections and tests shall be conducted at the suppliers' premises( or at the suppliers' preferred designated place acceptable for the purchaser at the expense of supplier) by the Quality Inspection Team appointed by the purchaser before dispatch to the final project sites. The Quality Inspection Team will inspect and test all the ICT devices to ensure genuineness and the originality of the ICT devices as per the specifications and render the acceptance for final delivery. Any pirated, refurbished and sub-standard devices will be rejected by the team.</p>
<b>GCC 28.1</b>	The liquidated damages shall be: <b>0.35% per week.</b>
<b>GCC 28.1</b>	The maximum amount of liquidated damages shall be: <b>10% of the initial contract price</b>

<b>GCC 29.2</b>	The laptop and desktop warranties should cover hardware problems that are not caused by the users, such as defective keyboards, monitor problems and other internal component problems. The laptop warranty generally covers the parts and labor for repairs.
<b>GCC 29.3</b>	The period of validity of the Warranty shall be: <b>1095 ( One Thousand Ninety Five) Days.</b>  For the purposes of the Warranty the place(s) of final destination(s) shall be: The final project sites as per the SCC clause 1.1.
<b>GCC 29.5</b>	The period for repair and/or replacement shall be: <b>Fifteen (15)days from the date of notification.</b>
<b>GCC 29.6</b>	The Purchaser may proceed to take remedial actions at the supplier's risk and expense within one week of supplier's failure to comply with SCC clause 29.5

#### **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:

$$P_1 = P_0 [a + \frac{b}{L_0} L_1 + \frac{c}{M_0} M_1] - P_0$$

$$L_0 \quad M_0$$

$$a+b+c = 1$$

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 midpoint 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 date s 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**

<b>Contract Agreement</b>	<b>96</b>
<b>Performance Security</b>	<b>98</b>
<b>Bank Guarantee for Advance Payment</b>	<b>99</b>
<b>Letter of Acceptance</b>	<b>100</b>
<b>Letter of Intent</b>	<b>101</b>
<b>List of Participating Purchasers</b>	<b>102</b>

## 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;
  - (a) The General Conditions of Contract;
  - (b) Technical Requirements (including Schedule of Supply and Technical Specifications);
  - (c) The Supplier's Bid and original Price Schedules;
  - (d) The Purchaser's Notification of Award of Contract;
  - (e) The form of Performance Security;
  - (f) The form of Bank Guarantee for Advance Payment;
  - (g) List of all participating purchasers
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>15</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>16</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]*

<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>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.]*

*[bank's letterhead]*

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

IFB No. and title: *[insert number and title of bidding process]*

**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>17</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>18</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]*

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<sup>17</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>18</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 Guarantor.

## LETTER OF ACCEPTANCE

*[use letterhead paper of the Purchaser]*

To: *[name and address of the Supplier]*

Subject: **Notification of Award Contract No.** . . . . .

*[date]*

This is to notify you that your Bid dated *[insert date]* for supply of the *[insert name of the contract and identification number, as given in the SCC]* for the Accepted Contract Amount of *[insert amount in numbers and words and name of currency]*, as corrected and modified in accordance with the Instructions to Bidders is hereby accepted by our Agency or *(for item-wise contract insert list of items price schedule as attachment)*

You are requested to furnish the Performance Security within 15 days in accordance with the Conditions of Contract, using for that purpose the of the Performance Security Form included in Section X, Contract Forms, of the bidding document.

Authorized Signature: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Agency: \_\_\_\_\_

## Letter of Intent

*(Letterhead paper of the Employer)*

### Notes on standard form of letter of Intent

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

*The Employer shall allow 10 days as described in ITB 35.2 between this letter of intent and letter of acceptance to allow aggrieved bidders to complaint the decision if they feel they have treated unfairly.*

*(Insert date)*

To: \_\_\_\_\_ *[Name and address of the Supplier]*

This is to notify you that, it is our intention to award the contract for your Bid dated---  
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-----*[Insert date]* for execution of the-----

*[Insert name of the contract and identification number, as given in the BDS/SCC]* for the  
Contract Price of-----

-----*[Insert amount in figure and words and name of currency]* as  
corrected and modified *[if any corrections]* in accordance with the Instructions to  
Bidders or *(for item-wise contract insert list of items price schedule as attachment)*

Authorized Signature: -----

Name and Title of Signatory:-----

Name of Agency: -----

CC:

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

**List of participating purchaser**

<b>Sl. No.</b>	<b>Name of purchaser</b>	<b>Address</b>	<b>Representative</b>
1	<i>[Insert the complete name of the purchaser]</i>	<i>[Insert address of the purchaser]</i>	Name: Position/ Title: Phone No.: Email:

