Royal Government of Bhutan
Ministry of Home and Cultural Affairs
Department of Culture
Division of Culture and heritage sites

Pemagatshel Dzong Construction Project



Supply of Hardware items

For

The Fiscal Year 2017- 2018

Preface

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

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

Public Procurement Policy Division Ministry of Finance Royal Government of Bhutan Bidding Documents for = [Supply of Electrical items]

Procuring Agency = [Department of Culture, Pemagatshel Dzong Construction Project, Denchi Pemagatshel]

Standard Bidding Documents

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PART 1 – Bidding Procedures

Section I. Instructions to Bidders

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Section I. Instructions to Bidders

A. General

1 Scope of Bid and Source of Funds

- 1.1 The Purchaser, as indicated in the Bid Data Sheet (BDS), issues these Bidding Documents for the supply of Goods and Related Services incidental thereto as specified in Section VI, Schedule of Supply. The name, identification number, and number of lots within this procurement are provided in the BDS
- 1.2 Throughout these Bidding Documents:
 - (a) the term "in writing" means communicated in written form (eg by mail, electronic mail, fax, telex) with proof of receipt;
 - (b) if the context so requires, "singular" means plural" and vice versa; and
 - (c) "day" means calendar day.
- 1.3 The Employer as defined in section II, Bidding Data Sheet (BDS) has received a budget from RGoB towards the cost of the Goods defined in the BDS and intends to apply a part of the funds to cover eligible payments under this contract.

2 Fraud and Corruption

- 2.1 It is RGoB policy to require that Purchasers, Bidders, Suppliers, Contractors and their Subcontractors observe the highest standards of ethics during the procurement and execution of contracts. 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" is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
 - (ii) "Fraudulent practice" 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

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

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

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

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

benefit or to avoid an obligation;

- (iii) "Collusive practice" 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" 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

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

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

permit the Purchaser, any organization or person appointed by the Purchaser and/or any relevant RGoB agency to inspect their accounts and records and other documents relating to their Bid submission and contract performance and to have them audited by auditors appointed by the Purchaser;

- (e) requires that Bidders, as a condition of admission to eligibility, execute and attach to their bids an Integrity Pact Statement in the form provided in Section IV, Bidding Forms as specified in the BDS. Failure to provide a duly executed Integrity Pact Statement may result in disqualification of the Bid; and
- (f) will report any case of corrupt, fraudulent, collusive, coercive or obstructive practice to the relevant RGoB agencies, including but not limited to the Anti-corruption Commission (ACC) of Bhutan, for necessary action in accordance with the statutes and provisions of the relevant agency.
- 2.2 Furthermore, Bidders shall be aware of the provision stated in Sub-Clause 36.1 (a) (iii) of the General Conditions of Contract.

3 Eligible Bidders

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

- However, this does not limit the participation of subcontractors in more than one Bid.
- (c) employ or otherwise engage, either directly or through any of their affiliates, a spouse, dependent or close relative of a public servant of the RGoB who either is employed by the Purchaser or has an authority over it. For the purposes of this Sub-Clause a close relative is defined as immediate family which includes father, mother, brother, sister, spouse and own children.
- 3.3 Government-owned enterprises in Bhutan shall be eligible only if they can establish that they (i) are legally and financially autonomous, (ii) operate under commercial law, and (iii) are not a dependent agency (directly or indirectly) of the Purchaser.
- 3.4 A Bidder that is under a declaration of ineligibility pursuant to ITB Sub-Clause 2.1 (c) shall not be eligible to participate in this bidding process in any capacity.
- 3.5 Bidders shall provide such evidence of their continued eligibility satisfactory to the Purchaser as the Purchaser shall reasonably request.

4 Exclusion of Bidders

- 4.1 A Bidder shall be excluded from participating in this bidding process under the following circumstances:
 - (a) as a matter of law or official regulation, RGoB prohibits commercial relations with the country in which the Bidder is constituted, incorporated or registered; or
 - (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, RGoB prohibits (i) any import of Goods or contracting of Services from the country in which the Bidder is constituted, incorporated or registered or (ii) any payments to persons or entities in that country; or
 - (c) he is insolvent or is in receivership or is a bankrupt or is in the process of being wound up; or has entered into an arrangement with creditors; or
 - (d) his affairs are being administered by a court, judicial officer or appointed liquidator; or
 - (e) he has suspended business or is in any analogous situation arising from similar procedures under the laws and regulations of his country of establishment; or
 - (f) he has been found guilty of professional misconduct by a recognized tribunal or professional body; or
 - (g) he has not fulfilled his obligations with regard to the payment of taxes, social security or other payments due in

- accordance with the laws of the country in which he is established or of the Kingdom of Bhutan; or
- (h) he is guilty of serious misrepresentation in supplying information in his tender; or
- (i) he has been convicted for fraud and/or corruption by a competent authority; or
- (j) he has not fulfilled any of his contractual obligations with the Purchaser in the past.
- (k) he has been debarred from participation in public procurement by any competent authority as per law.

5. Eligible Goods and Related Services

- 5.1 All the Goods and Related Services to be supplied under the Contract may have their origin in any country in accordance with Section V, Eligible Countries.
- 5.2 For the purposes of this Clause, the term "Goods" includes commodities, raw material, machinery, equipment and industrial plants; and "Related Services" includes services such as insurance, installation, training, and initial maintenance.
- 5.3 The term "origin" means the country where the Goods have been mined, grown, cultivated, produced, manufactured or processed; or, through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.

B. Contents of Bidding Documents

6. Parts of Bidding Documents

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

PART 1 Bidding Procedures

- Section I. Instructions to Bidders (ITB)
- Section II. Bid Data Sheet (BDS)
- Section III. Evaluation and Qualification Criteria
- Section IV. Bidding Forms
- Section V. Eligible Countries

PART 2 Supply Requirements

• Section VI. Schedule of Supply

PART 3 Contract

- Section VII. General Conditions of Contract (GCC)
- Section VIII. Special Conditions of Contract (SCC)
- Section IX. Contract Forms
- 7.1 The Invitation for Bids issued by the Purchaser is not part of

7. General

Information

the Bidding Documents.

- 7.2 The Purchaser is not responsible for the completeness of the Bidding Documents and their addenda, if any, if these were not obtained directly from the Purchaser.
- 7.3 The Bidder is expected to examine all instructions, forms, terms and specifications in the Bidding Documents. Failure to furnish all information or documentation required by the Bidding Documents may result in the rejection of the Bid.

8. Clarification of Bidding Documents

- 8.1 Bidders shall not be allowed to seek any clarification of the Bidding Documents in person or by telephone or other verbal means.
- 8.2 A prospective Bidder requiring any clarification of the Bidding Documents shall notify the same to the Purchaser in writing at the Purchaser's address specified in the BDS;
- 8.3 The Purchaser shall respond in writing to any such request for clarification, provided that it is received no later than fifteen (15) days prior to the deadline for submission of Bids. Copies of the Purchaser's response shall be forwarded to all those who have acquired the Bidding Documents directly from the Purchaser, including a description of the enquiry without disclosing the name of the Bidder(s) seeking clarification. Should the Purchaser deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure under ITB Clause 9 and ITB Sub-Clause 27.2; and
- 8.4 A pre-bid meeting shall be conducted only if strictly necessary to clarify doubts and concerns of the Bidders prior to submission of Bids. Minutes of the pre-bid meeting shall be circulated to all Bidders that have purchased Bidding Documents.

9. Amendment of Bidding Documents

- 9.1 At any time prior to the deadline for submission of Bids the Purchaser may amend the Bidding Documents by issuing an addendum. This may be done either on the Purchaser's own initiative or in response to a clarification request from a prospective Bidder.
- 9.2 Any addendum thus issued shall be part of the Bidding Documents and shall be communicated in writing to all who have obtained the Bidding Documents directly from the Purchaser.Such addendum shall be binding on the prospective Bidders, and shall require that prospective Bidders confirm receipt of it before the time established for the opening of Bids;
- 9.3 The Purchaser may, at its discretion, extend the deadline for

submission of Bids pursuant to ITB Sub-Clause 27.2 to allow prospective Bidders reasonable time in which to take the addendum into account in preparation of their Bids.

C. Preparation of Bids

10. Cost of Bidding

10.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Purchaser shall not be responsible or liable for those costs, regardless of the conduct or outcome of the Bidding process.

11. Language of Bid

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

12. Documents Comprising the

12.1 The Bid shall comprise the following:

- (a) Bid Submission Sheet and the applicable Price Schedules in accordance with ITB Clauses 13, 14, 16 and 18:
- (b) Bid Security, in accordance with ITB Clause 24;
- (c) Written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB Clause 25;
- (d) Documentary evidence in accordance with ITB Clause 19 establishing the Bidder's eligibility to bid;
- (e) Documentary evidence in accordance with ITB Clause 20 that the Goods and Related Services to be supplied by the Bidder are of eligible origin;
- (f) Documentary evidence in accordance with ITB Clauses 21 and 33 that the Goods and Related Services conform to the Bidding Documents;
- (g) Documentary evidence in accordance with ITB Clause 22 establishing the Bidder's qualifications to perform the contract if its Bid is accepted;
- (h) Alternative Bids, if permissible, in accordance with ITB Clause 15;
- (i) Documentary evidence or certified statements that the Bidder is not in any of the exclusion categories stipulated in ITB Sub-Clause 4.1;
- (j) Integrity Pact Statement, in accordance with ITB Sub-

Clause 2.1 (e) as specified in BDS; and

(k) Any other document required in the BDS.

13. Bid Submission Sheet

- 13.1 The Bidder shall submit the Bid Submission Sheet using the form furnished in Section IV, Bidding Forms. This form must be completed without any alterations to its format, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.
- 14. Price Schedules
- 14.1 The Bidder shall submit the Price Schedules for Goods and Related Services, according to their origin as appropriate, using the forms furnished in Section IV, Bidding Forms.
- 15. Alternative Bids
- 15.1 Unless otherwise indicated in the BDS alternative Bids shall not be considered.

16. Bid Prices and Discounts

- 16.1 The prices and discounts quoted by the Bidder in the Bid Submission Sheet and in the Price Schedules shall conform to the requirements specified below.
- 16.2 All lots and items in the Schedule of Supply must be listed and priced separately in the Price Schedules.
- 16.3 The price to be quoted in the Bid Submission Sheet shall be the total price of the Bid excluding any discounts offered.
- 16.4 The Bidder shall quote any unconditional discounts and the methodology for their application in the Bid Submission Sheet.
- 16.5 The terms EXW, CIF, CIP and other similar terms shall be governed by the rules prescribed in the current edition of Incoterms, published by The International Chamber of Commerce as specified in the BDS.
- 16.6 Unless otherwise stated in the BDS, Prices shall be quoted inclusive of all applicable taxes and levies, insurance, transportation, handling costs and any other associated cost to fulfill the contractual obligations, as specified in the Price Schedule forms for Goods and related services included in Section IV Bidding Forms. However to avail margin of preference, prices shall be quoted as specified in the Price Schedule for Goods Manufactured in Bhutan in section IV Bidding Forms.. The disaggregation of price components shall be solely for the purpose of facilitating the comparison of Bids by the Purchaser. This shall not in any way limit the Purchaser's right to contract on any of the terms offered. In quoting prices the Bidder shall be free to use transportation through carriers registered in any eligible country, in accordance with Section V, Eligible Countries. Similarly, the Bidder may obtain insurance services from any eligible country in accordance with Section V, Eligible Countries. Prices shall be entered in the following manner:

- (a) For goods manufactured in Bhutan:
 - the price of the Goods quoted EXW (ex works, ex factory, ex warehouse, ex showroom, or offthe-shelf, as applicable), including all Customs duties and sales and other taxes already paid or payable on the components and raw material used in the manufacture or assembly of the Goods;
 - (ii) any Bhutan sales and other taxes which will be payable on the Goods if the contract is awarded to the Bidder; and
 - (iii) the price for inland transportation, insurance and other local services required to deliver the Goods to their final destination (Project Site) specified in the BDS.
 - (b) for Related Services, other than inland transportation and other services required to convey the Goods to their final destination, whenever such Related Services are specified in the Schedule of Supply:
 - (i) the price of each item comprising the Related Services (inclusive of any applicable taxes).
- 16.7 If so indicated in ITB Sub-Clause 1.1, Bids are being invited for individual items, lots or packages. Unless otherwise indicated in the BDS, prices quoted shall correspond to one hundred percent (100%) of the items specified for each lot and to one hundred percent (100%) of the quantities for each item of a lot. Bidders wishing to offer any price reduction (discount) for the award of more than one Contract shall specify in their Bid the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Price reductions or discounts shall be submitted in accordance with ITB Sub-Clause 16.4, provided the Bids for all lots are submitted and opened at the same time.

17. Price Variation

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

adjustment shall be treated as zero.

18. Currencies of Bid

- 18.1 The unit rates and prices shall be quoted by the Bidder entirely in Ngultrum (Nu). Foreign currency requirements shall be indicated and shall be payable at the option of the Bidder in up to three foreign currencies. In case of International procurement, bidders may express the unit rates and prices in fully convertible currency. If the bidders wish to be paid in a combination of amounts in different currencies, it may quote its price accordingly up to three foreign currencies.
- 18.2 The rates of exchange to be used in arriving at the local currency equivalent shall be the selling rates for similar transactions established by RMA on the day of bid opening. These exchange rates shall apply for all payments so that no exchange risk shall be borne by the Bidder.
- 18.3 Bids shall be evaluated as quoted in Ngultrum (NU) in accordance with ITB Sub-Clause 18.1, unless a Bidder has used different exchange rates than those prescribed in ITB Sub-Clause 18.2, in which case the Bid shall be first converted into the amounts payable in different currencies using the rates quoted in the Bid and then reconverted to Ngultrum (NU) using the exchange rates prescribed in ITB Sub-Clause 18.2.
- 18.4 Bidders shall indicate details of their expected foreign currency requirements in the Bid.
- 18.5 Bidders may be required by the Employer to clarify their foreign currency requirements and to substantiate that the amounts included in the rates and prices if required in the BDS, are reasonable and responsive to ITB Sub-Clause 18.1.
- 18.6 In case of International Procurement from countries other than India, the procuring agency may invite bids in convertible currencies. The bids shall however, be evaluated in accordance with Sub-Clause 18.3 above, but the payment shall be made in the currency of bid.
- 19. Documents
 Establishing the
 Eligibility of the
 Bidder
- 19.1 To establish their eligibility in accordance with ITB Clause 3, Bidders shall complete the Bid Submission Sheet included in Section IV, Bidding Forms.
- 20. Documents
 Establishing the
 Eligibility of the
 Goods and
 Related Services
- 20.1 To establish the eligibility of the Goods and Related Services in accordance with ITB Clause 5, Bidders shall complete the country of origin declarations in the Price Schedule Forms included in Section IV, Bidding Forms.
- 21. Documents
 Establishing the
 Conformity of
 the Goods and
 Related Services
- 21.1 To establish the conformity of the Goods and Related Services to the Bidding Documents, the Bidder shall furnish as part of its Bid documentary evidence that the Goods conform to the technical specifications and standards

specified in Section VI, Schedule of Supply.

- 21.2 The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item by item description of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to the technical specifications and, if applicable, a statement of deviations and exceptions to the provisions of the Schedule of Supply.
- 21.3 The Bidder shall also furnish a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods during the period specified in the BDS following commencement of the use of the Goods by the Purchaser.
- 21.4 Standards for workmanship, process, material and equipment, as well as references to brand names or catalogue numbers specified by the Purchaser in the Schedule of Supply, are intended to be descriptive only and not restrictive. The Bidder may offer other standards of quality, brand names and/or catalogue numbers, provided that it demonstrates to the Purchaser's satisfaction that the substitutions ensure equivalence or are superior to those specified in the Schedule of Supply.
- 22. Documents
 Establishing the
 Qualifications of
 the Bidder
- 22.1 The documentary evidence of the Bidder's qualifications to perform the contract if its Bid is accepted shall establish to the Purchaser's satisfaction:
 - (a) that, if required by the BDS, a Bidder that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer's Authorization using the form included in Section IV, Bidding Forms to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in Bhutan:
 - (b) that, if required in the BDS, in the case of a Bidder not doing business within Bhutan, the Bidder is or will be (if awarded the Contract) represented by an agent in Bhutan equipped and able to carry out the Supplier's maintenance, repair and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications;
 - (c) that Bids submitted by a Joint Venture, Consortium or Association (JV/C/A) of two or more firms as partners comply with the following requirements:
 - (i) the Bid is signed so as to be legally binding on

all partners;

- (ii) all partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms;
- (iii) one of the partners is nominated as being in charge, authorized to incur liabilities, and to receive instructions for and on behalf of any and all partners of the JV/C/A;
- (iv) the execution of the entire Contract, including payment, shall be done exclusively with the partner in charge; and
- (v) a copy of the JV/C/A Agreement entered into by the partners is submitted with the Bid; or a Letter of Intent to execute a JV/C/A Agreement in the event of a successful Bid is signed by all partners and submitted with the Bid, together with a copy of the proposed Agreement.
- (d) that the Bidder meets each of the qualification criteria specified in Section III, Evaluation and Qualification Criteria.

23. Period of Validity of Bids

- 23.1 Bids shall remain valid for the period specified in the BDS from the Bid submission deadline prescribed by the Purchaser. A Bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.
- 23.2 In exceptional circumstances, prior to expiry of the Bid validity period, the Purchaser may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing. The Bid Security shall also be extended for a corresponding period. A Bidder may refuse the request to extend the validity of its Bid without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its Bid, except as provided in ITB Sub-Clause 23.3
- 23.3 In the case of fixed price contracts, if the award is delayed by a period exceeding sixty (60) days beyond the expiry of the initial Bid validity, the Contract price shall be adjusted as specified in the request for extension. Bid evaluation shall be based on the Bid Price without taking into consideration the above correction.

24. Bid Security

- 24.1 The Bidder shall furnish, as part of its Bid, a Bid Security in original form, denominated in Ngultrum or a freely convertible currency and in the amount specified in the BDS.
- 24.2 The Bid Security shall:
 - (a) at the Bidder's option, be in any of the following forms:

- (i) an Unconditional Bank Guarantee; or
- (ii) a Banker's Certified Cheque/Cash Warrant; or
- (iii) a Demand Draft;
- (b) be issued by a financial institution in Bhutan acceptable to the Purchaser and selected by the Bidder.If the institution issuing the Bid Security is located outside Bhutan it shall have a correspondent financial institution located in Bhutan to make the Bid Security enforceable.
- (c) in the case of a bank guarantee, be substantially in accordance with the form of Bid Security included in Section IV, Bidding Forms, or other form approved by the Purchaser prior to Bid submission;
- (d) be promptly payable upon written demand by the Purchaser in case any of the conditions listed in ITB Sub-Clause 24.6 are invoked:
- (e) be submitted in its original form; copies shall not be accepted;
- (f) remain valid for a period of thirty (30) days beyond the end of the validity period of the Bid, as extended, if applicable, in accordance with ITB Sub-Clause 23.2.
- 24.3 Any Bid not accompanied by a responsive Bid Security shall be rejected by the Purchaser as non-responsive.
- 24.4 The Bid Securities of unsuccessful Bidders shall be discharged/returned as promptly as possible upon award of contract, but in any event not later than thirty (30) days after the expiration of the period of bid validity prescribed by the procuring agency and the successful Bidder furnishing the Performance Security pursuant to ITB Clause 47.
- 24.5 The Bid Security of the successful Bidder shall be returned as promptly as possible after the successful Bidder has signed the Contract and furnished the required Performance Security.
- 24.6 The Bid Security shall be forfeited:
 - (a) if a Bidder withdraws its Bid during the period of Bid validity specified by the Bidder on the Bid Submission Sheet, except as provided in ITB Sub-Clause 23.2; or
 - (b) if the successful Bidder fails to:
 - (i) sign the Contract in accordance with ITB Clause 46;
 - (ii) furnish a Performance Security in accordance with ITB Clause 47; or
 - (iii) accept the correction of its Bid Price pursuant to

ITB Sub-Clause 34.4

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

25. Format and Signing of Bid

- 25.1 The Bidder shall prepare ONE Original of the documents comprising the Bid as described in ITB Clause 12 and clearly mark it "ORIGINAL." In addition, the Bidder shall submit copies of the Bid, in the number specified in the BDS, and clearly mark them "COPY." In the event of any discrepancy between the original and the copies, the original shall prevail.
- 25.2 The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder.
- 25.3 Any interlineations, erasures or overwriting shall be valid only if they are signed or initialed by the person signing the Bid.

D. Submission and Opening of Bids

26.Submission, Sealing and Marking of Bids

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

26.2 The inner envelopes shall:

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

26.3 The outer envelope shall:

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

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.

- 26.4 In addition to the identification required in ITB Sub-Clause 26.2, the inner envelopes shall indicate the name and address of the Bidder, to enable the Bid to be returned unopened in case it is declared late pursuant to ITB Clause 28.
- 26.5 If the outer envelope is not sealed and marked as above, the Purchaser shall assume no responsibility for the misplacement or premature opening of the Bid.
- 26.6 In the Two-Stage Process, Bidders shall be advised to submit only the technical proposal in the first stage. In the second stage, Bidders shall be requested to submit both their technical proposals as modified and agreed with the Purchaser and the financial proposals based on the modified technical proposal simultaneously in two separate sealed envelopes.
- 26.7 When so specified in the BDS Bidders shall have the option of submitting their Bids electronically. Bidders submitting Bids electronically shall follow the procedures specified in the BDS.

27. Deadline for Submission of Bids

- 27.1 Bids shall be delivered by hand, courier or registered post to the Purchaser at the address and no later than the date and time indicated in the BDS
- 27.2 The Purchaser may, at its discretion, extend the deadline for the submission of Bids by amending the Bidding Documents in accordance with ITB Clause 9, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

28. Late Bids

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

29. Withdrawal, Substitution and Modification of Bids

- 29.1 A Bidder may withdraw, substitute or modify its Bid after it has been submitted by sending a written notice in accordance with ITB Clause 26, duly signed by an authorized representative, and shall include a copy of the authorization (the power of attorney) in accordance with ITB Sub-Clause 25.2, (except that withdrawal notices do not require copies). The corresponding substitution or modification of the Bid must accompany the respective written notice. All notices must be:
 - (a) submitted in accordance with ITB Clauses 25 and 26 (except that withdrawal notices do not require copies) and, in addition, the respective envelopes shall be clearly marked "WITHDRAWAL", "SUBSTITUTION" or "MODIFICATION;" and
 - (b) received by the Purchaser prior to the deadline

prescribed for submission of Bids, in accordance with ITB Clause 27.

- 29.2 Bids requested to be withdrawn in accordance with ITB Sub-Clause 29.1 shall be returned unopened to the Bidders.
- 29.3 No Bid may be withdrawn, substituted or modified in the interval between the deadline for submission of Bids and the expiry of the period of Bid validity specified by the Bidder on the Bid Submission Sheet or any extension thereof.
- 29.4 Withdrawal of a bid between the deadline for submission of bids and expiration of the period of bid validity specified in the BDS or as extended pursuant to Clause 23.1, may result in the forfeiture of the Bid Security pursuant to Clause 24.6. If the lowest or the lowest evaluated bidder withdraws his bid between the periods specified in this clause, the bid security of the bidder shall be forfeited and in addition, the bidder shall pay to the employer the positive difference of sum, if any, with the next lowest bidder within fourteen (14) days of his withdrawal. If the bidder fails to pay the difference within the said date, the bidder shall be debarred by a competent authority as per law. In the case of framework contracts, the bid security shall be forfeited and the supply of the particular item will be re-tendered.

30. Bid Opening

- 30.1 The Purchaser shall conduct the Bid Opening in public, in the presence of Bidders' designated representatives who choose to attend, and at the address, date and time specified in the BDS. Any specific electronic Bid Opening procedures required if electronic bidding is permitted in accordance with ITB Sub-Clause 26.7 shall be as specified in the BDS.
- 30.2 Bidders, their representatives and other attendees at the Bid Opening shall not be permitted to approach any members of the Bid Opening Committee or any RGoB officials.
- 30.3 First, envelopes marked "WITHDRAWAL" shall be opened and read out and the envelope with the corresponding Bid shall not be opened, but shall be returned to the Bidder. No Bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at Bid Opening. Next, envelopes marked "SUBSTITUTION" shall be opened and read out and exchanged with the corresponding Bid being substituted. The substituted Bid shall not be opened, but shall be returned to the Bidder. No Bid substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and at Bid Opening. Envelopes marked out "MODIFICATION" shall be opened and read out with the corresponding Bid. No Bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Bid Opening. Only envelopes that are opened and read out at

Bid Opening shall be considered further.

- 30.4 All other envelopes shall be opened one at a time. The Bidders' names, the Bid prices, the total amount of each Bid and of any alternative Bid (if alternatives have been requested or permitted), any discounts, Bid withdrawals, substitutions or modifications, the presence or absence of Bid Security, responses to any Bidding Documents addenda, and such other details as the Purchaser may consider appropriate shall be announced by the Purchaser at the Bid Opening. This information also shall be written on a notice board for the public to copy. Any Bid price, discount or alternative Bid price not announced and recorded shall not be taken into account in Bid evaluation. No Bid shall be rejected at Bid Opening except for late Bids pursuant to ITB Clause 28. Substitution Bids and modifications submitted pursuant to ITB Clause 29 that are not opened and read out at Bid Opening shall not be considered for further evaluation regardless of the circumstances. Late, withdrawn and substituted Bids shall be returned unopened to Bidders.
- 30.5 The Purchaser shall prepare a record of the Bid Opening, which shall include the information disclosed to those present in accordance with ITB Sub-Clause 30.4. The minutes shall include, as a minimum:
 - (a) the Contract title and reference number;
 - (b) the Bid number;
 - (c) the Bid deadline date and time;
 - (d) the date, time and place of Bid Opening;
 - (e) Bid prices, per lot if applicable, offered by the Bidders, including any discounts and alternative offers;
 - (f) the presence or absence of Bid Security and, if present, its amount;
 - (g) the name and nationality of each Bidder, and whether there is a withdrawal, substitution or modification:
 - (h) the names of attendees at the Bid Opening, and of the Bidders they represent (if any);
 - (i) details of any complaints or other comments made by attendees/representatives attending the Bid Opening, including the names and signatures of the attendees/representatives making the complaint(s) and/or comment(s); and
 - (j) the names, designations and signatures of the members of the Bid Opening Committee.

The Bidders' representatives and attendees who are present

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

Evaluation and Comparison of Bids

31. Confidentiality

- 31.1 Information relating to the examination, evaluation, comparison and postqualification of Bids, recommendation of Contract Award, shall not be disclosed to Bidders or any other persons not officially concerned with such process until publication of the Contract Award.
- 31.2 Any effort by a Bidder to influence the Purchaser in the examination, evaluation, comparison and postqualification of the Bids or Contract Award decisions may result in the rejection of its Bid.
- 31.3 Notwithstanding ITB Sub-Clause 31.2, from the time of Bid Opening to the time of Contract Award, if any Bidder wishes to contact the Purchaser on any matter related to the bidding process, it should do so in writing.

32. Clarification of **Bids**

32.1 To assist in the examination, evaluation, comparison and postqualification of the Bids, the Purchaser may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder that is not in response to a request by the Purchaser shall not be considered. The Purchaser's request for clarification and the response shall be in writing. No change in the prices or substance of the Bid shall be sought, offered or permitted, except to confirm the correction of arithmetic errors discovered by the Purchaser in the evaluation of the Bids, in accordance with ITB Clause 34.

Bids

- **33. Responsiveness of** 33.1 The Purchaser's determination of a Bid's responsiveness shall be based on the contents of the Bid itself, and is to determine which of the Bids received are responsive and thereafter to compare the responsive Bids against each other to select the lowest evaluated Bid.
 - 33.2 A substantially responsive Bid is one that conforms to all the terms, conditions and specifications of the Bidding Documents without material deviation, reservation or omission. A material deviation, reservation or omission is one that:
 - affects in any substantial way the scope, quality or (a) performance of the Goods or Related Services required; or
 - (b) limits in any substantial way inconsistent with the Bidding Documents, the Purchaser's rights or the Bidder's obligations under the Contract; or

- (c) if rectified would affect unfairly the competitive position of other Bidders presenting responsive Bids
- 33.3 If a Bid is not substantially responsive to the Bidding Documents it shall be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation or omission.

34. Nonconformities, Errors and Omissions

- 34.1 Provided that a Bid is substantially responsive, the Purchaser may waive any non-conformities or omissions in the Bid that do not constitute a material deviation.
- 34.2 Provided that a Bid is substantially responsive, the Purchaser may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.
- 34.3 Provided that the Bid is substantially responsive, the Purchaser shall correct arithmetical errors on the following basis:
 - (a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected;
 - (b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
 - (c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to ITB Sub-Clauses 34.3 (a) and (b) above.
- 34.4 If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be disqualified and its Bid Security shall be forfeited.

35. Preliminary Examination of Bids

35.1 The Purchaser shall examine the Bids to confirm that all documents and technical documentation requested in ITB Clause 12 have been provided, and to determine the completeness of each document submitted.

- 35.2 The Purchaser shall confirm that the following documents and information have been provided in the Bid. If any of these documents or information is missing, the offer shall be rejected.
 - (a) Bid Submission Sheet, in accordance with ITB Sub-Clause 12.1 (a);
 - (b) Price Schedules, in accordance with ITB Sub-Clause 12.1 (a);
 - (c) Bid Security, in accordance with ITB Clause 24.

36. Examination of Terms and Conditions; Technical Evaluation

- 36.1 The Purchaser shall examine the Bid to confirm that all terms and conditions specified in the GCC and the SCC have been accepted by the Bidder without any material deviation or reservation.
- 36.2 The Purchaser shall evaluate the technical aspects of the Bid submitted in accordance with ITB Clause 21, to confirm that all requirements specified in Section VI, Schedule of Supply of the Bidding Documents have been met without any material deviation or reservation.
- 36.3 If, after the examination of the terms and conditions and the technical evaluation, the Purchaser determines that the Bid is not substantially responsive in accordance with ITB Clause 33, it shall reject the Bid.

37. Conversion to Single Currency

37.1 For evaluation and comparison purposes, the Purchaser shall convert all Bid prices expressed in amounts in various currencies into a single currency and using the exchange rates specified in the BDS.

38. Margin of Preference

38.1 A margin of preference may apply to domestic goods manufactured in Bhutan as provided for in the BDS. To avail a margin of preference, the bidder shall provide a value addition certificate from the Ministry of Economic Affairs.

39.Evaluation of Bids

- 39.1 The Purchaser shall evaluate each Bid that has been determined, up to this stage of the evaluation, to be substantially responsive.
- 39.2 To evaluate a Bid, the Purchaser shall only use all the factors, methodologies and criteria defined in this ITB Clause 39. No other criteria or methodology shall be permitted.
- 39.3 To evaluate a Bid, the Purchaser shall consider the following:
 - (a) evaluation shall be done for Items or Lots, as specified in the BDS;
 - (b) the Bid Price, as quoted in accordance with ITB Clause 16;
 - (c) price adjustment for correction of arithmetic errors in

accordance with ITB Clause 34.3;

- (d) price adjustment due to discounts offered in accordance with ITB Clause 16.4;
- (e) adjustments due to the application of the evaluation criteria specified in the BDS from amongst those set out in Section III, Evaluation and Qualification Criteria; and
- (f) adjustments due to the application of a margin of preference, in accordance with ITB Clause 38, if applicable.
- 39.4 The Purchaser's evaluation of a Bid shall exclude and not take into account:
 - (a) in the case of Goods manufactured in Bhutan, sales and other similar taxes which will be payable on the Goods if the Contract is awarded to the Bidder;
 - (b) in the case of Goods manufactured outside Bhutan, already imported or to be imported, Customs duties and other import taxes levied on the imported Goods, sales and other similar taxes which will be payable on the Goods if the Contract is awarded to the Bidder; and
 - (c) any allowance for price adjustment during the period of execution of the Contract, if provided in the Bid.
- 39.5 The Purchaser's evaluation of a Bid may require the consideration of other factors in addition to the Bid Price quoted in accordance with ITB Clause 16. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of Bids, unless otherwise specified in Section III, Evaluation and Qualification Criteria. The factors, criteria and the methodology of application shall be as specified in ITB Sub-Clause 39.3 (e).
- 39.6 If so specified in the BDS, these Bidding Documents shall allow Bidders to quote separate prices for one or more lots, and shall allow the Purchaser to award one or multiple lots to more than one Bidder. The methodology of evaluation to determine the lowest evaluated lot combinations is specified in Section III, Evaluation and Qualification Criteria.

40. Comparison of Bids

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

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

41.Postqualification of the Bidder

- 41.1 The Purchaser shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated and substantially responsive Bid is qualified to perform the Contract satisfactorily.
- 41.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 22.
- 41.3 An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the Bid, in which event the Purchaser shall proceed to the next lowest evaluated Bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.
- 42.Purchaser's Right to Accept Any Bid, and to Reject Any or All Bids
- 42.1 The Purchaser reserves the right to accept or reject any Bid, and to annul the bidding process and reject all Bids at any time prior to Contract award, without thereby incurring any liability to Bidders.

F. Award of Contract

43.Award Criteria

43.1 The Purchaser shall award the Contract to the Bidder whose offer has been determined to be the lowest evaluated Bid and is substantially responsive to the Bidding Documents, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

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

44.1 At the time the Contract is awarded, the Purchaser reserves the right to increase or decrease the quantity of Goods and Related Services originally specified in Section VI,

Schedule of Supply, provided this does not exceed the percentages indicated in the BDS, and without any change in the unit prices or other terms and conditions of the Bid and the Bidding Documents.

45.Notification of Award

- 45.1 Prior to expiry of the period of Bid validity, the Purchaser shall notify the successful Bidder, in writing, that its Bid has been accepted.
- 45.2 Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.
- 45.3 Upon the successful Bidder furnishing the signed Contract Form and the Performance Security pursuant to ITB Clause 47 the Purchaser:
 - (a) shall promptly notify each unsuccessful Bidder and discharge its Bid Security, pursuant to ITB Sub-Clause 24.4; and
 - (b) publish a notification of award on the Purchaser's website.
- 45.4 The notifications to all unsuccessful Bidders and the notification posted on the Purchaser's website shall include the following information:
 - (a) the Bid and lot numbers;
 - (b) name of the winning Bidder, and the price it offered, as well as the duration and summary scope of the Contract awarded; and
 - (c) the date of the award decision.
- 45.5 After publication of the award, unsuccessful Bidders may request in writing to the Purchaser for a debriefing seeking explanations of the grounds on which their Bids were not selected. The Purchaser shall promptly respond in writing to any unsuccessful Bidder who, after publication of contract award, requests a debriefing.

46 Signing of Contract

- 46.1 At the same time as notifying the successful Bidder in writing that its Bid has been accepted the Purchaser shall send the successful Bidder the Contract Agreement and the Special Conditions of Contract.
- 46.2 Within fifteen (15) days of receipt of the Contract Agreement the successful Bidder shall sign, date and return it to the Purchaser.
- 46.3 Notwithstanding ITB Sub-Clause 46.2 above, in case signing of the Contract Agreement is prevented by any export restrictions attributable to the Purchaser, to Bhutan, or to the use of the products/Goods, systems or services to

be supplied, where such export restrictions arise from trade regulations from a country supplying those products/Goods, systems or services, the Bidder shall not be bound by its Bid, always provided, however, that the Bidder can demonstrate to the satisfaction of the Purchaser that signing of the 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.

47 Performance Security

- 47.1 Within fifteen (15) working days of the receipt of notification of award from the Purchaser, the Bidder shall submit the Performance Security in accordance with the GCC, using for that purpose any of the following security forms:
 - (a) unconditional bank guarantee in the form provided for in Section IX, Contract Forms, or another form acceptable to the Purchaser, or
 - (b) banker's certified cheque/cash warrant, or
 - (c) demand draft.
- 47.2 If the Performance Security is provided by the successful Bidder in the form of a demand bank guarantee it shall be issued, at the Bidder's option, by a financial institution located in Bhutan.
- 47.3 Failure by the successful Bidder to submit the abovementioned 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.

Section II. Bid Data Sheet

	A. Introduction		
ITB 1.1	The Purchaser is: [Project Manager, Pemagatshel Dzong Construction Project, Pemagatshel Denchi]		
ITB 1.1	The name, identification number and number of lots within this procurement are: Supply of Hardware for the fiscal Year 2016-2017.		
	B. Bidding Documents		
ITB 8.2	For <u>clarification of Bid purposes</u> only, the Purchaser's address is:		
	Attention: [Project Manager, Pemagatshel Dzong Construction Project, Pemagatshel Denchi]		
	Address: PDCP, Denchi, Pemagatshel, Bhutan		
	Facsimile number: +975-07-471341		
	Electronic mail address: [lhatendorji@hotmail.com]		
	C. Preparation of Bids		
ITB 11.1	The language of the Bid is: English		
ITB 12.1 (k)	The Bidder shall submit with its Bid the following additional documents: 1. Copy of Valid Trade License, Tax Clearance Certificate etc.		
	2. Power of attorney letter if the bid is signed by other than the proprietor himself/herself to ensure legality of the bidding process.		
ITB 12.1 (j)	The bidders shall submit a signed Integrity Pact: Yes (Without signed IP, Bid will be rejected). The IP has to be signed by the propreiter or the authorized representative.		
ITB 15.1	Alternative Bids shall not be permitted.		
ITB 16.5	The Incoterms edition is:2014		
ITB 16.6 (a) (iii), (b) (ii) and (c) (v)	The final destination (Project Site) is: Pemagatshel Dzong Construction Project, Denchi Pemagatshel.		
ITB 17.1	The prices quoted by the Bidder shall not be adjustable and should be inclusive of all taxes, duties. 2% TDS will be deducted from the total bill amount and shall be remitted to RRCO.		

ITB 18.1	The Bidder is required to quote in Ngultrum (BTN) the portion of the Bid Price that corresponds to expenditures incurred in Ngultrum (BTN) in Bhutan.	
ITB 21.3	The period of time for which the Goods are expected to be functioning (for the purpose of spare parts, special tools, etc) is One Year.	
ITB 22.1 (a)	Manufacturer's authorization is not required.	
ITB 22.1 (b)	After sales maintenance, repair, spare parts stocking and related services are not required, and the Bidder therefore is not required to be represented by a suitably equipped and able agent in Bhutan.	
ITB 23.1	The Bid validity period shall be 60 days.	
ITB 24.1	The amount and currency of the Bid Security is Nu. 100, 000.00 for supply of Hardware items.	
	Bid security of the successful bidder will be retained with the Pemagatshel Dzong Construction Project as performance security deposit and shall be released at the end of the contract period. (after one year) Please submit the Bid Security in the form of Cash Warrant/Demand Draft in favour of the Project Manager, Pemagatshel Dzong Construction Project.	
	D. Submission and Opening of Bids	
ITB 25.1 and 26.1	In addition to the original of the Bid, the number of copies is: One original and One copy. Both the original and copy should be identical (Includes full Standard Bidding Documents, Bill of Quantities, Addendum if any, Historical). If the original & copy documents are not identical, the bid shall be rejected.	
ITB 26.3 (d)	The name and identification number of the Contract is Supply of Hardware Materials.	
ITB 26.3 (e)	The time and date for Bid Opening is [2 PM] Bhutan time on [17 th , August and 2017].	
ITB 26.7	Bidders shall not have the option of submitting their Bids electronically.	
ITB 27.1	For Bid submission purposes, the Purchaser's address is: Attention: Project Manager, Pemagatshel Dzong Construction Project. Address: Denchi, Pemagatshel Bhutan. The deadline for the submission of Bids is:	
	Date: 17th August 2017	
	Time; before 1:30 PM Bhutan time.	
ITB 30.1	The Bid Opening shall take place at:	

	Address: Conference hall of Pemagatshel Dzong Construction Project office, Pemagatshel Bhutan.			
	Date: 17 th , August 2017			
	Time: 2 PM Bhutan time.			
	E. Evaluation and Comparison of Bids			
ITB 37.1	Bid prices expressed in different currencies shall be converted into Ngultrum (BTN).			
	The source of exchange rates shall be the Royal Monetary Authority of Bhutan.			
	The date for the exchange rates shall be the date of Bid Opening, as prescribed in ITB Sub-Clause 30.1.			
ITB 38.1	A margin of five percent (5%) Domestic Preference [shall or shall not] apply.			
ITB 39.3 (a)	Evaluation will be done for items Bids will be evaluated for each item and the Contract will comprise the item(s) awarded to the successful Bidder.			
ITB 39.3 (e)	The adjustments shall be determined using the following criteria from amongst those set out in Section III, Evaluation and Qualification Criteria: [refer to Schedule III, Evaluation and Qualification Criteria; insert complementary details if necessary]			
	(a) Deviation in Delivery schedule: No			
	(b) Deviation in payment schedule: No			
	(c) The cost of major replacement components, mandatory spare parts, and service: No			
	(d) The availability in Bhutan of spare parts and after-sales services for the equipment offered in the Bid; No			
	(e) The projected operating and maintenance costs during the life of the equipment; No			
	(f) The performance and productivity of the equipment offered: No			
ITB 39.6	Bidders shall not be allowed to quote separate prices for one or more lots. [refer to Section III, Evaluation and Qualification Criteria for the evaluation methodology, if appropriate]			
F. Award of Contract				
ITB 44.1	The maximum percentage by which quantities may be increased is <u>10%</u> against the supply order/work order issued by PDCP office.			

The maximum percentage by which quantities may be decreased is <u>10 %</u> against the supply order/work order issued by PDCP office.

Section III. Evaluation and Qualification Criteria

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

1. Domestic Preference (ITB 38)

- 1.1 If the Bidding Data Sheet (BDS) so specifies, the purchaser may grant a margin of preference to goods manufactured in the Purcheser's country for the purpose of bid comparision, 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 ourside 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 losest evaluated bids shall be compared with each other and if, as a result of this comparision, a bid from Group A or Group B is the lowest, it shall be selected for the award.
- 1.5 If as a result of preceding comparision, 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 comparision only, an amount equal to five (5) percent of the CIF or CIP bid price. The lowest evaluated bid determined form this last comparision shall be selected for the award.

2. Evaluation Criteria (ITB 39.3 (e))

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

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

The Goods are required to be delivered within the acceptable time range (after the earliest and before the final date, both dates inclusive) specified in

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

- (b) Deviation in Payment Schedule. (insert one of the following)
 - (i) Bidders shall state their Bid price for the payment schedule outlined in the SCC. Bids shall be evaluated on the basis of this base price. Bidders are, however, permitted to state an alternative payment schedule and indicate the reduction in Bid Price they wish to offer for such alternative payment schedule. The Purchaser may consider the alternative payment schedule and the reduced Bid Price offered by the Bidder selected on the basis of the base price for the payment schedule outlined in the SCC.

or

- (ii) The SCC stipulates the payment schedule specified by the Purchaser. If a Bid deviates from the schedule and if such deviation is considered acceptable to the Purchaser, the Bid will be evaluated by calculating interest earned for any earlier payments involved in the terms outlined in the Bid as compared with those stipulated in the SCC, at the rate per annum specified in BDS SubClause 39.3 (e).
- (c) Cost of major replacement components, mandatory spare parts, and service. (*insert one of the following*)
 - (i) The list of items and quantities of major assemblies, components and selected spare parts likely to be required during the initial period of operation specified in BDS Sub-Clause ITB 21.3 is in the List of Goods. An adjustment equal to the total cost of these items, at the unit prices quoted in each Bid, shall be added to the Bid Price, for evaluation purposes only.

 \mathbf{or}

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

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

(e) Projected operating and maintenance costs.

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

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

or

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

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

3. Multiple Contracts (ITB 39.6)

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

The Purchaser shall:

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

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

4. Postqualification Requirements (ITB 41.2)

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

(a) Financial Capability

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

(b) Experience and Technical Capacity

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

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

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Price and Completion Schedule - Related ServicesError! Bookmark not defined.
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Bidder Information Form

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

	Date: Bid No.:
	Page of pages
1.	Bidder's Legal Name;
2.	In the case of a Joint Venture, Consortium or Association (JV/C/A) legal name of each party:
3.	Bidder's actual or intended Country of Registration:
4.	Bidder's Year of Registration:
5.	Bidder's Legal Address in Country of Registration:
6.	Bidder's Authorized Representative Information
	Name:
	Address:
	Telephone/Fax numbers:
	E-mail Address:
7.	Attached are copies of the following original documents: [check the box(es) of the attached original documents]
	Articles of Incorporation or Registration of firm named in 1 above, in accordance with ITB Sub-Clause 3.1.
	In the case of a JV/C/A, letter of intent to form the JV/C/A, or the JV/C/A agreement, in accordance with ITB Sub-Clause 22.1 (c) (v).
	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.
	Power of attorney authorizing the signatory of the Bid to sign on behalf of the Bidder.

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:
Bid No.:

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

Bid Submission Sheet

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

Date: Invitation for Bid No.:

<u>Alternative No.:</u>

To:

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda No.:
- (b) We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Schedule of Supply the following Goods and Related Services:
- (c) The total price of our Bid, excluding any discounts offered in item (d) below is:
- (d) The discounts offered and the methodology for their application are:

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

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

- (f) If our Bid is accepted, we commit to provide a Performance Security in accordance with ITB Clause 47 and GCC Clause 19 for the due performance of the Contract;
- (g) We are not participating, as Bidders, in more than one Bid in this bidding process, other than any alternative offers submitted in accordance with ITB Clause 15;
- (h) We, including any subcontractors or suppliers for any part of the Contract, have nationality from eligible countries, viz:
- (i) We have no conflict of interest pursuant to ITB Sub-Clause 3.2;

(j)	Our firm, its affiliates or subsidiaries - including any subcontractors or suppliers for any
	part of the contract - has not been declared ineligible by the Purchaser under the laws or
	official regulations of Bhutan, in accordance with ITB Sub-Clause 3.4;

(k)	The followi	ing commissions	s, gratuities	or fees	have	been	paid	or	are	to	be	paid	with
	respect to th	ne bidding proces	s or executi	on of the	e Cont	ract:							

	Name of Recipient	Address	Reason	Amount
(1) V	(If none has been paid or We understand that this Bid	-	,	
у	our notification of award, so ontract is prepared and exec	hall constitute a bindin	-	
	Ve understand that you are nat you may receive.	ot bound to accept the	lowest evaluated Bid o	r any other Bid
Signe	ed;			
In the	e capacity of;			
Nam	e:			
Duly	authorized to sign the bid fo	or and on behalf of:		
Date	d on day of _	,	[insert date o	f signing]

Price Schedule Forms

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

Kindly find the Bill of Quantities as Price Schedule in Annexure I: Part I and Part II

Bid Security (Bank Guarantee)

	e Bank shall fill in this Bank Guarantee Form in accordance with the instructions cated.]
 [ins	ert Bank's Name, and Address of Issuing Branch or Office]
Ben	reficiary:[Name and Address of Purchaser]
Dat	e:
BII	GUARANTEE No.:
sub	have been informed that [insert name of the Bidder] (hereinafter called "the Bidder") has mitted to you its Bid dated (hereinafter called "the Bid") for the execution of [insert name Contract] under Invitation for Bids No. [Insert IFB number] ("The IFB").
	thermore, we understand that, according to your conditions, Bids must be supported by a Guarantee.
you amo writ	the request of the Bidder, we [insert name of Bank] hereby irrevocably undertake to pay any sum or sums not exceeding in total an amount of [insert amount in figures] ([insert until in words]) upon receipt by us of your first demand in writing accompanied by a ten statement stating that the Bidder is in breach of its obligation(s) under the Bidderical ditions, 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.
cop the of (s guarantee will expire: (a) if the Bidder is the successful Bidder, upon our receipt of ies of the contract signed by the Bidder and the Performance Security issued to you upon instruction of the Bidder; or (b) if the Bidder is not the successful Bidder, upon the earlier i) our receipt of a copy of your notification to the Bidder of the name of the successful der; or (ii) twenty-eight days after the expiration of the Bidder's Bid.
	asequently, any demand for payment under this guarantee must be received by us at this ce on or before that date.
 [sig	nature (s)]

Manufacturer's Authorization

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

Date: [insert date of Bid Submission]

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

To: [insert complete name of the Purchaser]

WHEREAS

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

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

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

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

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

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

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

INTEGRITY PACT

1 General:

Whereas Mr.	Lha	aten Dorj	i representii	ng the Per	magats	shel D	ong Constru	ction	ı Proj	ect, R	.oyal
Government	of	Bhutan,	hereinafter	referred	to as	the	"Employer"	on	one	part,	and
							represen	ting			
M/s									1	nerein	after
referred to as	the	"Bidder	" on the oth	er part he	reby e	xecute	e this agreeme	nt as	follo	ws:	

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

2 Objectives:

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

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

3. Scope:

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

4. Commitments of the Employer:

The Employer Commits itself to the following:-

4.1 The Employer hereby undertakes that no officials of the Employer, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or

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

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

- through intermediaries, any bribe, consideration, gift, reward, favor or any material or immaterial benefit or any other advantage from the Bidder, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process and contract administration.
- 4.2 The Employer further confirms that its officials shall not favor any prospective bidder in any form that could afford an undue advantage to that particular bidder in the bidding process and contract administration and will treat all Bidders alike.
- 4.3 Officials of the Employer, who may have observed or noticed or have reasonable suspicion shall report to the head of the employing agency or an appropriate government office any violation or attempted violation of clauses 4.1 and 4.2.
- 4.4 Following report on violation of clauses 4.1 and 4.2 by official (s), through any source, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings shall be initiated by the Employer and such a person shall be debarred from further dealings related to the bidding process and contract administration.

5. Commitments of Bidders

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

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

6. Sanctions for Violation:

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

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6.1	The breach of the IP or commission of any offence (forgery, providing false information, mis-representation, providing false/fake documents, bid rigging, bid steering or coercion) by the Bidder, or any one employed by him, or acting on his/her behalf (whether with or without the knowledge of the Bidder), shall be dealt with as per the terms and conditions of the contract and other provisions of the relevant laws, including De-barment Rules.
6.2	The breach of the IP or commission of any offence by the officials of the procuring agency shall be dealt with as per the rules and laws of the land in vogue.
7.	Monitoring and Administration:
7.1	The respective procuring agency shall be responsible for administration and monitoring of the IP as per the relevant laws.
7.2	The bidder shall have the right to appeal as per the arbitration mechanism contained in the relevant rules.
	hereby declare that we have read and understood the clauses of this agreement and shall by it.
The j	parties hereby sign this Integrity Pact at (place) on (date)
÷do.	Affix Legal Stamp
EMP	BIDDER/REPRESENTATIVE
	CID:
CIE	
	ess: Witness:
CIE	ess: Witness: e: TSHERING CHEKI Name:
Witn Nam	

Section V: Eligible Countries

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

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

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

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

(a) With reference to Paragraph 1.1 above:

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

(b) With reference to Paragraph 1.2 above:

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

PART 2 – Supply Requirements

Section VI: Schedule of Supply

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Notes for Preparing the Schedule of Supply

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

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

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

1. List of Goods and Delivery Schedule

[The Purchaser shall fill in this table, with the exception of the column "Bidder's Offered Delivery Date", which is to be filled by the Bidder]

Line	Description of Goods	Quantity Physica unit	Physical	-	Delivery Date		
Item N°			unit		Earliest Delivery Date	Latest Delivery Date	Bidder's Offered Delivery Date [to be provided by the Bidder]
[insert item No]	[insert description of Goods]	[insert quantity of item to be supplied]	[insert physical unit for the quantity]	[insert place of Delivery]	[insert the number of days following the date of effectiveness the Contract]	[insert the number of days following the date of effectiveness the Contract]	[insert the number of days following the date of effectiveness the Contract]

2. List of Related Services and Completion Schedule

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

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

1. If applicable

3. Technical Specifications

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

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

bidding form (to be an Attachment to the Bid Submission Sheet), where the Bidder shall provide detailed information on such technical performance characteristics in respect of the corresponding acceptable or guaranteed values.

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

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

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

Item No	Name of Goods or Related Service	Technical Specifications and Standards

[Insert	detailed	description	of	TS
---------	----------	-------------	----	----

4. Drawings

These Bidding Documents include [insert "the following" or "no"] drawings.

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

	-List of Drawings					
Drawing No.	Drawing Name	Purpose				

5. Inspections and Tests

The material will be thoroughly checked and tested by Project Committee for its Quality. Sample will be sent for Laboratory test if found necessary by the Project Engineer. Inferior or poor quality material will not be received.

PART 3 - CONTRACT

Section VII. General Conditions of Contract

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Section VII. General Conditions of Contract

1. Definitions

- 1.1 The following words and expressions shall have the meanings hereby assigned to them:
- (a) **Award of Contract** means the decision of the Purchaser to enter into a Contract with the Supplier for supply and delivery of the specified Goods, including any Related Services.
- (b) **Bid** means an offer to supply Goods, including any Related Services, made in accordance with the terms and conditions set out in the Bidding Documents that preceded the placement of the Contract of which these GCC form a part. The term "tender" is synonymous with the term "Bid".
- (c) **Bidder** means an eligible individual or legal entity that participated in the bidding process governed by the Bidding Documents that preceded the placement of the Contract of which these GCC form a part.
- (d) **Bidding Documents** means the set of Bidding Documents that preceded the placement of the Contract of which these GCC form a part, which were sold or issued by the Purchaser to potential Bidders, and in which the specifications, terms and conditions of the proposed procurement were prescribed.
- (e) **Contract Documents** means the documents listed in the Contract Agreement, including any amendments thereto.
- (f) Contract Price means the price payable to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions therefrom as may be made pursuant to the Contract.
- (g) **Day** means calendar day.
- (h) **Delivery** means the transfer of the Goods from the Supplier to the Purchaser in accordance with the terms and conditions set forth in the Contract Documents.
- (i) GCC means the General Conditions of Contract.
- (j) Goods mean all of the commodities, raw materials, machinery and equipment, and/or other materials, including any object in solid, liquid or gaseous form that has an economic utility or value and which can be exchanged or traded, that the Supplier is required to

supply to the Purchaser under the Contract.

- (k) The **Project Site**, where applicable, means the place named in the SCC.
- (l) **Purchaser** means the entity purchasing the Goods and Related Services, as specified in the SCC.
- (m) **Related Services** means the services incidental to the supply of the Goods, such as insurance, installation, training and initial maintenance and other obligations of the Supplier under the Contract
- (n) **SCC** means the Special Conditions of Contract.
- (o) **Subcontractor** means any natural person, private or government entity, or a combination thereof, including its legal successors and permitted assigns, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.
- (p) Supplier means the natural person, private or government entity, or a combination of the above, whose Bid to perform the Contract has been accepted by the Purchaser and is named as such in the Agreement, and includes the legal successors or permitted assigns of the Supplier.

2. Contract Documents

2.1 Subject to the order of precedence set forth in the Contract Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary and mutually explanatory. The Contract Agreement shall be read as a whole.

3. Fraud and Corruption

- 3.1 If the Purchaser determines that the Supplier has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for or in executing the Contract then the Purchaser may, after giving fourteen (14) days notice to the Supplier, terminate the Supplier's employment under the Contract and cancel the Contract, and the provisions of GCC Clause 36 shall apply as if such termination has been made under GCC Sub-Clause 36.1.
- 3.2 Should any employee of the Supplier be determined to have engaged in corrupt, fraudulent, collusive, coercive or obstructive practice during the purchase of the Goods, then that employee shall be removed.
- 3.3 For the purposes of this Sub-Clause:

- (a) "corrupt practice" is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
- (b) "fraudulent practice" 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" 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" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- (e) "obstructive practice" is
 - (i) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order materially to impede any investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
 - (ii) Acts intended materially to impede the exercise of the inspection and audit rights of the Purchaser and/or any other relevant RGoB agency provided for under GCC Clause 11.
- 3.4 Any communications between the Supplier and the Purchaser related to matters of alleged fraud or corruption must be made in writing.

^{10 &}quot;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.

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

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

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

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

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 thereunder shall be as prescribed by Incoterms.
- (b) The terms EXW, CIF, CIP and other similar terms, when used, shall be governed by the rules prescribed in the current edition of Incoterms specified in the SCC and published by the International Chamber of Commerce in Paris, France.

4.3 Entire Agreement

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

4.4 Amendment

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

4.5 Non-waiver

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

4.6 Severability

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

5 Language

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

6 Joint Venture, Consortium or Association

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

7 Eligibility

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

8 Notices

- 8.1 Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the SCC. The term "in writing" means communicated in written form, including electronic communication, with proof of receipt.
- 8.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

9 Governing Law

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

10 Settlement of Disputes

- 10.1 The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
- 10.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute. No arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract. Arbitration proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 10.3 Notwithstanding any reference to arbitration herein,
 - (a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
 - (b) the Purchaser shall pay the Supplier any monies due the Supplier.

11 Inspections and Audit

11.1 The Supplier shall permit the Purchaser and/or persons appointed by the Purchaser to inspect the Supplier's offices and/or the accounts and records of the Supplier and its Subcontractors relating to the performance of the Contract, and to have such accounts and records audited by auditors appointed by the Purchaser if so required by the Purchaser. The Supplier's attention is drawn to GCC Clause 3, which provides, inter alia, that acts intended materially to impede the exercise of the inspection and audit rights provided for under this GCC Sub-Clause 11.1 constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility under ITB Sub-Clause 2.1 (c) of the Instructions to Bidders that preceded the placement of the Contract of which these GCC form a part).

12 Scope of Supplies

- 12.1 The Goods and Related Services to be supplied shall be as specified in the Schedule of Supply.
- 12.2 Unless otherwise stipulated in the Contract, the Supply shall include all such items not specifically mentioned in the Contract but that can be reasonably inferred from the

Contract as being required for attaining Delivery of the Goods and Completion of the Related Services as if such items were expressly mentioned in the Contract.

13 Delivery and Documents

- 13.1 Subject to GCC Sub-Clause 34.1, the delivery of the Goods and completion of the Related Services shall be in accordance with the delivery and completion requirements specified in the Schedule of Supply. The details of shipping and other documents to be furnished by the Supplier are specified in the SCC.
- 14 Supplier's Responsibilities
- 14.1 The Supplier shall supply all the Goods and Related Services included in the Scope of Supplies in accordance with GCC Clause 12, and the delivery and completion requirements as per GCC Clause 13.

15 Purchaser's Responsibilities

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

16 Contract Price

- 16.1 The Contract Price shall be as specified in the Contract Agreement subject to any additions and adjustments thereto or deductions therefrom as may be made pursuant to the Contract.
- 16.2 Prices charged by the Supplier for the Goods supplied and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in its Bid, with the exception of any price adjustments authorized in the SCC.

17 Terms of Payment

- 17.1 The Contract Price, including any Advance Payments, if applicable, shall be paid as specified in the SCC.
- 17.2 The Supplier's request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed, and by the documents submitted pursuant to GCC Clause 13 and upon fulfillment of all the obligations stipulated in the Contract.
- 17.3 Payments shall be made promptly by the Purchaser, no later than thirty (30) days after the submission of verified invoice or request for payment by the Supplier, and the Purchaser has accepted it.

- 17.4 The currencies in which payments shall be made to the Supplier under this Contract shall be those in which the Bid Price is expressed.
- 17.5 In the event that the Purchaser fails to pay the Supplier any payment by its due date or within the period set forth in the SCC, the Purchaser shall pay to the Supplier interest on the amount of such delayed payment at the rate shown in the SCC, for the period of delay until payment has been made in full, whether before or after judgment or arbitrage award.

18 Taxes and Duties

- 18.1 For Goods manufactured outside Bhutan the Supplier shall bear and pay all applicable taxes, stamp duties, licence fees and other similar levies imposed outside Bhutan.
- 18.2 For Goods manufactured within Bhutan the Supplier shall bear and promptly pay all applicable taxes, duties, licence fees and other similar levies incurred until delivery of the contracted Goods to the Purchaser.
- 18.3 If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in Bhutan the Purchaser shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.

19 Performance Security

- 19.1 The Supplier shall, within fifteen (15) working days of the notification of contract award, provide a Performance Security for the due performance of the Contract in the amount and currency specified in the SCC.
- 19.2 The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
- 19.3 The Performance Security shall be denominated in the currency (ies) of the Contract or in a freely convertible currency acceptable to the Purchaser, shall be valid until the successful completion of the Supplier's performance obligations under the Contract, including any warranty obligations, and shall be in one of the forms stipulated by the Purchaser in the SCC.
- 19.4 The Performance Security shall be discharged by the Purchaser and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in the SCC,.

20 Copyright

20.1 The copyright in all drawings, documents and other

materials containing data and information furnished to the Purchaser by the Supplier shall remain vested in the Supplier, or, if they are furnished to the Purchaser directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party.

21 Confidential Information

- 21.1 The Purchaser and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Subcontractor(s) such documents, data and other information as it receives from the Purchaser to the extent required for the Subcontractor(s) to perform its/their work under the Contract, in which event the Supplier shall obtain from such Subcontractor(s) an undertaking of confidentiality similar to that imposed on the Supplier under GCC Clause 21.
- 21.2 The Purchaser shall not use such documents, data and other information received from the Supplier for any purposes unrelated to the Contract. Similarly, the Supplier shall not use such documents, data and other information received from the Purchaser for any purpose other than the design, procurement or other work and services required for the performance of the Contract.
- 21.3 The obligation of a party under GCC Sub-Clauses 21.1 and 21.2 above, however, shall not apply to information that:
 - (a) the Purchaser or Supplier needs to share with the RGoB or other institutions participating in the financing of the Contract;
 - (b) now or hereafter enters the public domain through no fault of that party;
 - (c) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or

- (d) Otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.
- 21.4 The above provisions of GCC Clause 21 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.
- 21.5 The provisions of GCC Clause 21 shall survive completion or termination, for whatever reason, of the Contract.

22 Subcontracting

- 22.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under the Contract if not already specified in the Bid. Such notification, in the original Bid or later, shall not relieve the Supplier of any of its obligations, duties, responsibilities or liabilities under the Contract.
- 22.2 Subcontracts shall comply with the provisions of GCC Clauses 3 and 7.

23 Specifications and Standards

23.1 Technical Specifications and Drawings:

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

accordance with GCC Clause 34.

24 Packing and Documents

- 24.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case sizes and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.
- 24.2 The packing, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in the SCC, and in any other instructions ordered by the Purchaser.

25 Insurance

25.1 Unless otherwise specified in the SCC the Goods supplied under the Contract shall be fully insured, in a freely convertible currency from an eligible country, against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery, in accordance with the applicable Incoterms or in the manner specified in the SCC.

26 Transportation

26.1 Unless otherwise specified in the SCC, responsibility for arranging transportation of the Goods shall be in accordance with the specified Incoterms.

27 Inspections and Tests

- 27.1 At its own expense and at no cost to the Purchaser the Supplier shall carry out all such tests and/or inspections of the Goods and Related Services as are specified in the SCC.
- 27.2 The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the Goods' final destination, or in another place in Bhutan as specified in the SCC. Subject to GCC Sub-Clause 27.3, if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.
- 27.3 The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC Sub-Clause 27.2, provided that the Purchaser bears all of its own costs and expenses incurred in connection

- with such attendance including, but not limited to, all travelling and board and lodging expenses.
- 27.4 Whenever the Supplier is ready to carry out any such test and inspection, it shall give reasonable advance notice, including the place and time, to the Purchaser. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Purchaser or its designated representative to attend the test and/or inspection.
- 27.5 The Purchaser may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications, codes and standards under the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impedes the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.
- 27.6 The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.
- 27.7 The Purchaser may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Purchaser, and shall repeat the test and/or inspection, at no cost to the Purchaser, upon giving a notice pursuant to GCC Sub-Clause 27.4.
- 27.8 The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Purchaser or its representative, nor the issue of any report pursuant to GCC Sub-Clause 27.6, shall release the Supplier from any warranties or other obligations under the Contract.

28 Liquidated Damages

28.1 Except as provided for under GCC Clause 33, if the Supplier fails to deliver any or all of the Goods by the date(s) of delivery or fails to perform the Related Services within the period specified in the Contract, the Purchaser may, without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the SCC of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a

maximum deduction of the percentage specified in those SCC. Once the maximum is reached, the Purchaser may terminate the Contract pursuant to GCC Clause 36.

29 Warranty

- 29.1 The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.
- 29.2 Subject to GCC Sub-Clause 23.1 (b), the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials and workmanship, under normal use in the conditions prevailing in Bhutan.
- 29.3 Unless otherwise specified in the SCC, the warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the SCC, or for eighteen (18) months after the date of shipment from the port or place of loading in the country of origin, whichever period concludes earlier.
- 29.4 The Purchaser shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects.
- 29.6 Upon receipt of such notice, the Supplier shall, within the period specified in the SCC, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser.
- 29.7 If, having been notified, the Supplier fails to remedy the defect within the period specified in the SCC, the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

30 Patent Indemnity

30.1 The Supplier shall, subject to the Purchaser's compliance with GCC Sub-Clause 30.2, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:

- a) the installation of the Goods by the Supplier or the use of the Goods in Bhutan; and
- b) the sale in any country of the products produced by the Goods.

Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or reasonably to be inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant or materials not supplied by the Supplier, pursuant to the Contract.

- 30.2 If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in GCC Sub-Clause 30.1, the Purchaser shall promptly give the Supplier notice thereof, and the Supplier may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.
- 30.3 If the Supplier fails to notify the Purchaser within thirty (30) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf.
- 30.4 The Purchaser shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.
- 30.6 The Purchaser shall indemnify and hold harmless the Supplier and its employees, officers and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs and expenses of any nature, including attorney's fees and expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification or other documents or materials provided or designed by or on behalf of the Purchaser.

31 Limitation of Liability

- 31.1 Except in cases of gross negligence or willful misconduct:
 - (a) neither party shall be liable to the other party, whether in contract, tort or otherwise, for any indirect or consequential loss or damage, loss of

use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser; and

- (b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the Supplier to indemnify the Purchaser with respect to patent infringement.
- 32 Change in Laws and Regulations
- 32.1 Unless otherwise specified in the Contract if, after the date thirty (30) days prior to the date of Bid submission, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated or changed in Bhutan (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery/Completion Schedule and/or the Contract Price, then such Delivery/Completion Schedule and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with GCC Sub-Clause 16.2.

33 Force Majeure

- 33.1 The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages or termination for default if and to the extent that it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- 33.2 For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 33.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to

perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

34 Change Orders and Contract Amendments

- 34.1 The Purchaser may at any time order the Supplier through notice in accordance with GCC Clause 8 to make changes within the general scope of the Contract in any one or more of the following:
 - (a) drawings, designs or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
 - (b) the method of shipment or packing;
 - (c) the place of delivery; and
 - (d) the Related Services to be provided by the Supplier.
- 34.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery/Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be asserted within thirty (30) days from the date of the Supplier's receipt of the Purchaser's change order.
- 34.3 Prices to be charged by the Supplier for any Related Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.
- 34.4 Subject to the above, no variation in or modification of the terms of the Contract shall be made except by written amendment by the parties.

35 Extensions of Time

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

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

36 Termination 36.1 Termination for Default

- (a) The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part:
 - (i) if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Sub-Clause 35.1; or
 - (ii) if the Supplier fails to perform any other obligation under the Contract; or
 - (iii) if the Supplier, in the judgment of the Purchaser has engaged in fraud and corruption, as defined in GCC Clause 3, in competing for or in executing the Contract.
- (b) In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 36.1(a), the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Purchaser for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

36.2 Termination for Insolvency

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

36.3 Termination for Convenience.

(a) The Purchaser, by notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the

- Supplier under the Contract is terminated, and the date upon which such termination becomes effective.
- (b) The Goods that are complete and ready for shipment within thirty (30) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:
 - (i) To have any portion completed and delivered at the Contract terms and prices; and/or
 - (ii) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier.

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

Section VIII. Special Conditions of Contract

The following Special Conditions of Contract (SCC) shall supplement and/or amend the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC. [The Purchaser shall select and insert the appropriate wording using the sample below or other acceptable wording and delete the text in italics.]

using the samp	te below of other acceptable wording and delete the lext in flatics.					
1.1 (k)	The Project Site(s)/Final Destination(s) is/are; Pemagatshel Dzong Construction Project, Denchi Pemagatshel.					
1.1 (l)	The Purchaser is: Project Manager, Pemagatshel Dzong Construction Project. Denchi Pemagatshel					
GCC 4.2 (a)	The meaning of the trade terms shall be as prescribed by Incoterms. If the meaning of any trade term and the rights and obligations of the parties thereunder shall not be as prescribed by Incoterms, they shall be as prescribed by: [exceptional; refer to other internationally accepted trade terms]					
GCC 4.2 (b)	The version of Incoterms shall be: 2014 (Delivered at Place-DAP)					
GCC 5.1	The language shall be: English					
GCC 8.1	For <u>notices</u> , the addresses shall be:					
	For the Purchaser:					
	Attention: Project Manager, Pemagatshel Dzong Construction Project.					
	Address: Pemagatshel Dzong Construction Project, Denchi Pemagatsh Bhutan					
	Telephone: +975-07471341					
	Facsimile number: +975-07471341/17697328					
	E-mail address: lhatendorji@hotmail.com					
GCC 9	The governing law shall be the law of the Kingdom of Bhutan.					
GCC 10.2	The rules of procedure for arbitration proceedings pursuant to GCC Sub-Clause 10.2 shall be as follows:					
	[The Bidding Documents should contain one clause to be retained in the event of a Contract with a foreign Supplier and one clause to be retained in the event of a Contract with a Bhutanese Supplier. At the time of finalizing					

the Contract, the respective applicable clause should be retained in the Contract. The following explanatory note should therefore be inserted as a header to GCC Sub-Clause 10.2 in the Bidding Doeuments.

"Clause 10.2 (a) shall be retained in the case of a Contract with a foreign Supplier and Clause 10.2 (b) shall be retained in the case of a Contract with a Bhutanese Supplier."]

(a) Contract with a foreign Supplier:

[For Contracts entered into with foreign suppliers, international commercial arbitration may have practical advantages over other dispute settlement methods. Among the rules to govern the arbitration proceedings, the Purchaser may wish to consider the United Nations Commission on International Trade Law (UNCITRAL) Arbitration Rules of 1976, the Rules of Conciliation and Arbitration of the International Chamber of Commerce (ICC), the Rules of the London Court of International Arbitration or the Rules of the Arbitration Institute of the Stockholm Chamber of Commerce.]

If the Purchaser chooses the UNCITRAL Arbitration Rules, the following sample clause should be inserted:

GCC 10.2 (a)—Any dispute, controversy or claim arising out of or relating to this Contract, or breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the UNCITRAL Arbitration Rules as at present in force.

If the Purchaser chooses the Rules of ICC, the following sample clause should be inserted:

GCC 10.2 (a)—All disputes arising in connection with the present Contract shall be finally settled under the Rules of Conciliation and Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules.

If the Purchaser chooses the Rules of the Arbitration Institute of the Stockholm Chamber of Commerce, the following sample clause should be inserted:

GCC 10.2 (a)—Any dispute, controversy or claim arising out of or in connection with this Contract, or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the Rules of the Arbitration Institute of the Stockholm Chamber of Commerce.

If the Purchaser chooses the Rules of the London Court of International Arbitration, the following clause should be inserted:

GCC 10.2 (a)—Any dispute arising out of or in connection with this Contract,

	including any question regarding its existence, validity or termination shall be referred to and finally resolved by arbitration under the Rules of the London Court of International Arbitration, which rules are deemed to be incorporated by reference to this clause.
	(b) Contract with a Bhutanese Supplier:
	In the case of a dispute between the Purchaser and a Bhutanese Supplier, the dispute shall be referred to adjudication or arbitration in accordance with the laws of Bhutan.
GCC 13.1	Details of Shipping and other Documents to be furnished by the Supplier are [insert the required documents, such as a negotiable bill of lading, a non-negotiable sea way bill, an airway bill, a railway consignment note, a road consignment note, insurance certificate, Manufacturer's or Supplier's warranty certificate, inspection certificate issued by nominated inspection agency, Supplier's factory shipping details etc].
	The above documents shall be received by the Purchaser before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses.
GCC 16.2	The prices charged for the Goods supplied and the related Services performed [insert "shall" or "shall not," as appropriate] be adjustable.
	If prices are adjustable, the following method shall be used to calculate the price adjustment [see attachment to these SCC for a sample Price Adjustment Formula]
GCC 17.1	Sample provision
	GCC 17.1—The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:
	Payment for Goods supplied from abroad:
	Payment of the foreign currency portion shall be made in (
	(i) Advance Payment: Ten percent (10%) of the Contract Price shall be paid within thirty (30) days of signing of the Contract, and upon submission of a claim and an advance payment guarantee for the equivalent amount valid until the Goods are delivered and in the form provided in the Bidding Documents.
	(ii) On Shipment: Eighty percent (80%) of the Contract Price of the Goods shipped shall be paid through irrevocable confirmed letter of credit opened in favor of the Supplier in a bank in its country, upon submission of the documents specified in GCC Clause 13.
	(iii) On Acceptance: Ten percent (10%) of the Contract Price of the Goods

	received shall be paid within thirty (30) days of receipt of the Goods upon submission of claim supported by the acceptance certificate issued by the Purchaser.					
	Payment of the local currency portion shall be made in Bhutanese Ngultrum (BTN) within thirty (30) days of presentation of a claim supported by a certificate from the Purchaser declaring that the Goods have been delivered and that all other contracted Services have been performed.					
	Payment for Goods and Services supplied from within Bhutan:					
_	Payment for Goods and Services supplied from within Bhutan shall be made in[currency], as follows:					
	(i) Advance Payment: Ten percent (10%) of the Contract Price shall be paid within thirty (30) days of signing of the Contract against a simple receipt and an advance payment guarantee for the equivalent amount and in the form provided in the Bidding Documents.					
	(ii) On Delivery: Eighty percent (80%) of the Contract Price shall be paid on receipt of the Goods and upon submission of the documents specified					
	in GCC Clause 13.					
	(iii) On Acceptance: The remaining ten percent (10%) of the Contract Price shall be paid to the Supplier within thirty (30) days after the date of the acceptance certificate for the respective delivery issued by the Purchaser.					
GCC 17.5	The payment delay period after which the Purchaser shall pay interest to the supplier shall be as per financial Rules and Regulation (FRR)					
	The interest rate that shall be applied is as per financial Rules and Regulation (FRR)					
GCC 19.1	The amount of the Performance Security shall be: Nu. 200,0000. Bid security of the successful bidder will be retained with the Dzong Construction Project as performance security deposit					
GCC 19.3	The types of acceptable Performance Securities are:					
	(i) <u>Unconditional bank guarantee issued by financial institution located in Bhutan and acceptable to the Purchaser, in the form provided for in the Contract or in any other form acceptable to the Purchaser, or</u>					
	(ii) Cash warrant, or					
	(iii) Demand draft.					
GCC 19.4	Discharge of Performance Security shall take place: [GCC Sub-Clause 19.4]					
GCC 24.2	The packing, marking and documentation within and outside the packages					

	shall be: Where applicable the goods will have to be supplied in proper standard packing of the manufacturer and labeled with necessary product information. In addition, the supplier shall supply the goods till the destination (DAP) and the goods will be inspected and tested jointly between supplier & purchaser.					
GCC 25.1	The insurance coverage shall be <u>as specified in the Incoterms.</u>					
	f not in accordance with Incoterms, insurance shall be as follows:					
	In addition, the supplier shall supply the goods till the destination (DAP) and the goods will be inspected and tested jointly between supplier & purchaser.					
GCC 26.1	Responsibility for transportation of the Goods shall be supplier's responsibility.					
GCC 27.1	The inspections and tests shall be: Upon arrival of goods at the site, the goods will be inspected and tested jointly between supplier & purchaser. The goods will be inspected and tested everytime as it arrives.					
GCC 27.2	Inspections and tests shall be conducted by: Project Committee, Pemagatshel Dzong Construction Project.					
GCC 28.1	The liquidated damages shall be: 1% day on tatal order value.					
GCC 28.1	The maximum amount of liquidated damages shall be: <u>10 %</u> . On total order <u>value</u> .					
GCC 29.3	The period of validity of the Warranty shall be: 365 days.					
GCC 29.5 and 29.6	The period for repair or replacement shall be: 10 days and failing which the					
	GCC 28.1 shall be applied.					

Attachment: Price Adjustment Formula

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

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

$$P_1 = P_0 \left[a + \underline{bL}_1 + \underline{cM}_1 \right] - P_0$$

$$L_0 \quad M_0$$

$$a+b+c = 1$$

in which:

P₁ = adjustment amount payable to the Supplier.

 P_0 = Contract Price (base price).

a = fixed element representing profits and overheads included in the Contract Price and generally in the range of five (5) to fifteen percent (15%).

b = estimated percentage of labor component in the Contract Price.
 c = estimated percentage of material component in the Contract Price.

 L_0 , L_1 = labor indices applicable to the appropriate industry in the country of origin

on the base date and date for adjustment, respectively.

 $M_0,\,M_1\,=\,$ material indices for the major raw material on the base date and date for

adjustment, respectively, in the country of origin.

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

a = [insert value of coefficient]

b = [insert value of coefficient]

c = [insert value of coefficient]

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

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

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

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

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

Purchaser will, however, be entitled to any decrease in the prices of the Goods and Services subject to adjustment.

- (b) If the currency in which the Contract Price P₀ 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.

Addendum to Special Conditions of Contract

- 1. Sealed envelope shall be addressed to Project Manager, Dzong Construction Project, Denchi, Pemagatshel and envelope should quote our letter No. and written "DO NOT OPEN" outside the envelope.
- 2. The quotation rates of the items submitted by the bidders should be "FOR Denchi, Pemagatshel".
- 3. All bid must be accompanied by bid security of **Nu.1**, **00**, **000.00** (**one hundred thousand**) **only** as lump sum in the form of Bank Draft, Demand Draft & Cash Warrant in favour of Project Manager, Dzong Construction Project, Pemagatshel and must be delivered in accordance with the instruction to the bidders on or before **1.30pm on 17th August**, **2017**, and will be publicly **opened on the same day at 2.00pm** in presence of bidders or bidder's representatives.
- 4. The successful bidder and his employee shall be bound by the rules and regulations of RGoB. Any illegal activities, if detected shall be dealt as per the PRR and should be fully responsible of the supplier.
- 5. The successful bidder should either deposit 10% performance security in the form of valid Bank draft/demand draft within 15 days (normally 14-21days) of receipt of notification of award from the employer or his bid security deposited with the employer will be retained as performance security.
- 6. The successful bidders should deliver the materials on or before the dead line given in the supply orders placed on them. The bidders will be penalized by imposing liquidated damages for delaying supply of materials as per the rules in Procurement Manual after dead line.
- 7. The successful bidders should drop the items to PDCP store, Denchi, Pemagatshel with their own expenses and handed over to PDCP Tender Committee during office hours.
- 8. The performance security shall be forfeited if the suppliers fail to supply all the items as per the specifications provided in the supply orders issued by the purchaser.
- 9. The rate shall be inclusive of all related costs including taxes & levies charges. The rate must be in specific units as noted in the bidding format.

- 10. The bill payment will be purely based on the verification done at project site by the project committee members.
- 11. During the delivery of goods at site, the bidder should hand over all the original documents (permits/challans) to the committee. Duplicate copy of the documents dully signed by the committee will have to be kept by the supplier and later attach to the bill.
- 12. The payment of the bills of the supplier will be done in the form of cheque or demand draft provided draft charges paid by the suppliers. No advance payment shall be made to suppliers before supplying the complete materials. Any items found either not as per specifications or having defect during the delivery time or after completion of through checking by the Project Committee while taking over of the items from the supplier will be returned. The items rejected should be replaced with new ones by the supplier as early as possible. Any expenses occurred at the time of transportation of the rejected items will be borne by the supplier concerned. The goods will be received by the Project Committee only during office hours from 8am to 5 pm (Monday to Saturday) and not during Sunday and Government holidays.
- 14. The items supplied to the purchaser/ employer should be as per the requirement and specifications provided in the supply orders placed on the suppliers by the purchaser.
- 15. The contract of supplying the quoted items will valid till 30th June 2018.
- 16. The bids/tender should be submitted along with our Revenue receipt issued against sale of tender documents with two copies; one in original and other in duplicate. The original and duplicate copy should be packed in two different envelopes and specify it properly and the bids received without revenue receipts will be rejected.
- 17. The bids/tender should be submitted along with valid Trade License.
- 18. The bids should be signed and official seal affixed. The bids will be not accepted if submitted without signature and official seal.
- 19. The decision of the Dzong Construction Committee is final and binding.

DZONG CONSTRUCTION PROJECT, DENCHI, PEMAGATSHEL. LIST OF HARDWARE MATERIALS FOR THE FY 2017-2018

Sl.	Name of Items	Brand	Unit	Rate	Remarks
no.					
A	GENERAL HARDWARE ITEMS				
1	Nuematic pipe 1" (Compressor pipe)	Good qlty.	Mtr.		
2	Plastic plain sheet black	do	Sqft.		
3	Plastic plain sheet white	do	Sqft.		
4	Animal glue	do	Kg		
5	White cement powder	Birla	Kg		
6	Safety Helmet	Sup./qlty.	Pc		
7	Mason square (Plain Rusa)	Good qlty.	each		
8	Blue teak nail 1/2"	do	Pkt		
9	Blue teak nail 3/4"	do	Pkt		
10	Blue teak nail 1"	do	pkt		
11	Hammer 4.5Kgs	Tata	Pc		
12	Hammer 5Kgs	Tata	Pc		
13	Hammer 7.5Kgs	Tata	Pc		
14	Hammer 2.2Kgs	Tata	Pc		
15	Hammer 3.5Kgs	Tata	Pc		
16	Hammer 4Kgs	Tata	Pc		
17	Claw Hammer 500gm	Taparia	Pc		
18	Mason dressing hammer A1(Axel)	Tata	Pc		
19	Spade	Tata	рс		
20	Shovel flat	Tata	pc		
21	Shovel nose type	Tata	Pc		
22	Crowbar 1" dia	Tata	Pc		
23	Crowbar 1 1/2" dia	Tata	Pc		
24	Crowbar 1 1/4" dia	Tata	Pc		
25	Mason trowel big	Tata	Pc		
26	Mason trowel medium	Tata	Pc		
27	Mason trowel small	Tata	Pc		
28	Empty gunny bag	Good qlty.	pc		
29	Motar pan large	Tata	Pc		
30	Motar pan medium	Tata	Pc		
31	Motar pan small	Tata	Pc		
32	Pickaxe	Tata	kg		
33	Hacksaw Frame	Good qlty.	Pc		
34	Hacksaw blade double	do	Pc		
35	Hacksaw blade single	do	Pc		
36	Flat file 10"	JK	Pc		
37	Flat file 12"	JK	Pc		

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38	Round file 10"	JK	Pc		
39	Half round file 3"	JK	Pc		
40	Half round file 4"	JK	Pc		
41	Half round file 5"	JK	Pc		
42	Half round file 6"	JK	Pc		
43	Triangular file 4"	JK	Pc		
44	Carpentry chisel 2" (Batali)	RSV	Pc		
45	Carpentry chisel 3/4" (Batali)	RSV	Pc		
46	Carpentry chisel 1" (Batali)	RSV	Pc		
47	Carpentry chisel 1/2" (Batali)	RSV	Pc		
48	Wood plainer 12"	RVS	Pc		
49	Wood plainer 14"	RVS	Pc		
50	Wood plainer 18"	RVS	Pc		
51	Wood plainer blade 2"	RVS	Pc		
52	Wood plainer blade 1 1/2"	RVS	Pc		
53	Wood plainer blade 1/2"	RVS	Pc		
54	Mason plumb bob big	RVS	Pc		
55	Sharpening stone 6"	Campass	Pc		
56	Sharpening stone 8"	Campass	Pc		
57	Sintex tank 5000ltrs	Sintex	Ltr/Kg		
58	Sintex tank 3000ltrs	Sintex	Ltr/Kg		
59	Sintex tank 2000ltrs	Sintex	Ltr/Kg		
60	Sintex tank 1000ltrs	Sintex	Ltr/Kg		
61	Sand paper 60mm	Good qlty.	Pc		
62	Sand paper 80mm	do	Pc		
63	Sand paper 100mm	do	Pc		
64	Sand paper 120mm	do	Pc		
65	Red emery cloth paper 80 grade	do	Pc		
66	Markin cloth thin	do	mtr.		
67	Lime brush 8"	do	each		
68	Lime (25kgs bag)	Surya	Kg		
69	Vehicle spring (Big size)	G/quality	Kg		
70	Hand Gloves-Leather	Sup./qlty.	pair		
71	Hand Gloves-Rubber	do	pair		
72	Tri-square 12"	do	each		
73	Hand saw 14"	do	each		
74	Hand saw 18"	do	each		
75	Augar Grimid 1/2"	Good qlty.	each		
76	Augar Grimid 1"	do	each		
77	Augar Grimid 3/4"	do	each		
78	Carpentry wood clamp 4'	RVS	each		
79	Carpentry wood clamp 6'	RVS	each		
80	Carpentry wood clamp 8'	RVS	each		
81	Aluminum collapsible ladder 12'	Sup./qlty.	each		
82	Aluminum collapsible ladder 18'	do	each		
83	Aluminum collapsible ladder 24'	do	each		
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84	Aluminum ladder 10'(Platform)	do	each	
85	Aluminum ladder 8'(Platform)	do	each	
86	Fiber glass measuring tape 15mtrs	Freeman	each	
87	Fiber glass measuring tape 30mtrs	Freeman	each	
88	Fiber glass measuring tape 50mtrs	Freeman	each	
89	Fiber glass measuring tape 100mtrs	Freeman	each	
90	Measuring tape with mercury 3mtrs	Freeman	each	
91	Measuring tape with mercury 5mtrs	Freeman	each	
92	Measuring tape with spirit level 5mtr	Freeman	each	
93	Measuring tape with spirit level 7mtr	Freeman	each	
94	Cocunut foot mate 34"x18"		Cacii	
95	Rubber Foot Mate	Sup./qlty.	aaft	
96	Wall tiles(600x300x6mm)-colour		sqft	
97	,	do	each	
	Wall tiles(600x300x6mm)-plain	do	each	
98	Tsala Karpo(White salat for B/smith	do	kg	
99	Wire brush	do	each	
100	Cocunut brush	do	kg	
101	Brick hammer(small)	Tata	each	
102	Brick hammer(medium)	Tata	each	
103	Brick hammer(large)	Tata	each	
104	M. seal	M.seal	pkt	
105	Plastic bucket big	Plastic	each	
106	Plastic bucket medium	Plastic	each	
107	Plastic bucket small	Plastic	each	
108	Nylon rubber pipe 1"	Sup./qlty.	Kg	
109	Nylon rubber pipe 1/2"	do	Kg	
110	Nylon rubber pipe 3/4"	do	Kg	
111	Rubber hose pipe 1/2"	do	mtr.	
112	Rubber hose pipe 3/4"	do	mtr	
113	Rubber hose pipe 1"	do	mtr	
114	Rubber foot mate	Sup./qlty.	Sqft.	
115	Fevicol (5kgs jar)	Pedlite	Kg	
116	Fevicol (10kgs jar)	Pedlite	Kg	
117	Fevicol (50kgs jar)	Pedlite	Kg	
118	Sa-Kara(White mud)	Reserboo	Kg	
119	Sa- Ser (Yellow mud)	do	Kg	
120	Sa-Nag(Black mud)	do	Kg	
121	Sa- Tsag (Red mud)	do	Kg	
122	Grease(1kg jar)	Good qlty.	Kg	
123	Jute rope	do	Kg	
124	Manila rope	do	Kg	
125	Mason thread	do	roll	
126	Nylon rope 3/4	do	Kg	
127	Nylon rope 1/2"	do	Kg	
128	Nylon rope 1"	do	Kg	

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129	Nylon rope 2"	do	Kg		
130	PP Rope 3/4"	do	Kg		
131	PP Rope 1/2"	do	Kg		
132	PP Rope 1"	do	Kg		
133	PP Rope 2"	do	Kg		
134	Cotton rope	do	Kg		
135	Coconut rope/Coir string	do	Kg		
136	Brass sheet	Sup./qlty.	Sqft.		
137	Copper sheet	do	Sqft.		
138	Araldite	Adhesives	pkt		
139	Dendrite	Dendrite	Ltr		
140	Mason water level pipe	Sup./qlty.	Roll		
141	Empty dalda refine oil tin	Good qlty.	each		
142	Boulder breaking chisel (Axel chisel) 32mm	Axel	each		
143	Tsala Karpo(White salat for B/smith	Sup./qlty.	kg		
144	Hand Gloves-Leather	do	pair		
145	Hand Gloves-Rubber	do	pair		
146	M.S. Flat, 120x10mm	Tata	kg		
147	Sprit level 1'	Sup./qlty.	each		
148	Sprit level 2'	Sup./qlty.	each		
149	Steel measuring tape 50mtrs	Sup./qlty.	each		
В	PAINTING ITEMS				
1	Aluminum paint sliver	Shalimar	Ltr.		
2	Synthetic enamel paint all colours (4ltrs tin)	Shalimar	Ltr.		
3	Synthetic enamel paint all colours (4ltrs tin)	Umbrella	Ltr.		
4	Synthetic enamel paint all colours (20ltrs tin)	Shalimar	Ltr.		
5	Synthetic enamel paint all colours (20ltrs tin)	Umbrella	Ltr.		
6	Synthetic enamel paint all smoke grey (4ltrs tin)	Umbrella	Ltr.		
7	Pink primer	Shalimar	Ltr.		
8	White primer	Shalimar	Ltr.		
9	Red oxide metal primer	Shalimar	Ltr.		
10	Red oxide powder	Shalimar	Kg		
11	Red oxide Primer	J&N	Ltr.		
12	Aluminium Paint	Shalimar	Ltr.		
13	Acrylic emulsion	Shalimar	Ltr.		
14	Aluminium primer	Shalimar	Ltr.		
15	Acrylic washable distemper in all colours	Shalimar	kg		
16	Asian paint(Apcolite)	Shalimar	Ltr.		
17	Cement primer	Shalimar	Ltr.		
18	Metalic Primer	Shalimar	Ltr.		
19	Plaster of Paris	Sup./qlty.	kg		
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20	Plastic paint(Inner)	Shalimar	I to	
21	<u> </u>		Ltr.	
	Plastic paint(Outer)	Shalimar	Ltr.	
22	Red lead paint	Shalimar	Ltr.	
23	Red Corrugal paint	Shalimar	Ltr.	
24	Roofing paints	Shalimar	Ltr.	
25	Wall Putty-all colour	Sup./qlty.	Ltr.	
26	Washable distemper broken white	Shalimar	Kg	
27	Washable distemper white	Shalimar	Kg	
28	Bitumen wood preservatic oil 20 ltrs tin	Good qlty.	Ltr.	
	Bitumen Tarfelt sheet 2.5mm thick for damp	_		
29	proofing	do	sqm	
30	Rod binding dia 25mm	do	Pc	
31	Rod binding dia 20mm	do	Pc	
32	Rod binding dia 10mm	do	Pc	
33	Rod binding dia 16mm	do	Pc	
34	Plastic empty barrel (200ltrs)	Plastic	Pc	
35	Copal varnish/Trakchu	Good qlty.	Ltr.	
36	Tarpin oil	Good qlty.	Ltr.	
37	MS Stone dressing chisel (Chinu) 1.2" x 6"	Good qlty.	Each	
38	MS Stone dressing chisel (Chinu) 3/4" x 8"	Good qlty.	Each	
C	GI & PLASTIC WIRE MESH			
1	Chicken wire mesh 3ft	Good qlty.	Sft.	
2	Chicken wire mesh 4ft	do	Sft.	
3	Fly proof mesh 3ft	do	Sft.	
4	Fly proof mesh 4ft	do	sft.	
5	Wiremesh fo 12mm Aggregates	do	Sft.	
6	Wiremesh fo 20mm Aggregates	do	Sft.	
7	Wiremesh diamond shap	do	Sft.	
8	Wiremesh for sand seiving	do	Sft.	
9	Plastic mesh(instect screen)3'	do	mtr	
10	Plastic mesh(instect screen)4'	do	mtr	
11	Rain coat with paint	do	set	
12	Diamond glass cutter	do	each	
13	Pipe wise	do	each	
14	Ratchet dia set 1/2" to 1"	RVS	Set	
15	Ratchet dia set 1 1/4" to 2"	RVS	Set	
16	Ratchet dia set 2 1/2" to 3"	RVS	Set	
17	Ratchet dia set 4" to 6"	RVS	Set	
18	Screw driver set	Taparia	set	
19	Plire long nose 6"	Taparia	each	
20	Combination plier 6"	Taparia	each	
21	Combination plier 8"	Taparia	each	
22	Neon tester	Taparia	each	
23	Multi meter (Digital)	Digital	each	
24	Digital weighing machine (150capacity)	SUMO	Set	
$\frac{\mathbf{D}}{\mathbf{D}}$	GI WIRE NAILS (Assorted size):-			
	Carried Literal (Libration Diffe)		1	

1 a) 1/2"	
C 1"	
do Kg e 3"	
e) 3"	
f) 4"	
g) 5" do Kg	
h) 6" do Kg 2 Panel pin 3/4" Good qlty. Pkt 3 Panel pin 1"" do Pkt 4 Panel pin 1/2" do Pkt 5 GI Barbed wire 2.5mm (12SWG) Rabten Kg 6 Binding wire Good qlty. Kg 7 Expanded metal mesh do sqft 8 GI Wild mesh do sqft 9 GI Wire 14SWG do Kg 10 GI Wire 8SWG do Kg 11 GI Wire 4SWG do Kg 12 GI U nail Rabten Kg Quantity will received base calculation m	
2 Panel pin 3/4" Good qlty. Pkt	
3 Panel pin 1"" do Pkt	
4 Panel pin 1/2" do	
5 GI Barbed wire 2.5mm (12SWG) Rabten Kg Good qlty. Kg Per Fexpanded metal mesh Binding wire Cood qlty. Kg Per Sqft Per Sqft GI Wild mesh Binding wire Cood qlty. Kg Per Sqft Per Sqft GI Wire 14SWG Cood qlty. Kg Per Sqft Der Sqft Der Sqft Der Sqft Cood qlty. Kg Per Sqft Der Sqft D	
6 Binding wire Good qlty. Kg per 7 Expanded metal mesh do sqft per 8 GI Wild mesh do sqft 9 GI Wire 14SWG do Kg 10 GI Wire 8SWG do Kg 11 GI Wire 4SWG Rabten Quantity will received base calculation m	
7 Expanded metal mesh do sqft 8 GI Wild mesh do sqft 9 GI Wire 14SWG do Kg 10 GI Wire 8SWG do Kg 11 GI Wire 4SWG do Kg 12 GI U nail Rabten Kg Quantity will received base calculation m	
7 Expanded metal mesh do sqft 8 GI Wild mesh do sqft 9 GI Wire 14SWG do Kg 10 GI Wire 8SWG do Kg 11 GI Wire 4SWG do Kg 12 GI U nail Rabten Kg Quantity will received base calculation m	
8 GI Wild mesh do sqft 9 GI Wire 14SWG do Kg 10 GI Wire 8SWG do Kg 11 GI Wire 4SWG do Kg 12 GI U nail Rabten Kg Quantity will received base calculation n	
8 GI Wild mesh do sqft 9 GI Wire 14SWG do Kg 10 GI Wire 8SWG do Kg 11 GI Wire 4SWG do Kg 12 GI U nail Rabten Kg Quantity will received base calculation n	
9 GI Wire 14SWG 10 GI Wire 8SWG 11 GI Wire 4SWG 12 GI U nail Rabten Quantity will received base calculation n	
10 GI Wire 8SWG 11 GI Wire 4SWG 12 GI U nail Rabten Quantity will received base calculation n	
11 GI Wire 4SWG 12 GI U nail Rabten Quantity will received base calculation m	
12 GI U nail Rabten Kg Quantity will received base calculation n	
Quantity will received base calculation n	
13 MS TMT rod 8mm (Fe500) /Penden Kg one of IS178	ed on nass per in table
14 MS TMT rod 10mm (Fe500) Karma /Penden Kg do	
15 MS TMT rod 12mm (Fe500) Karma /Penden Kg do	
16 MS TMT rod 16mm (Fe500) Karma /Penden Kg do	
17 MS TMT rod 20mm (Fe500) Karma /Penden Kg do	
18 MS TMT rod 25mm (Fe500) Karma /Penden Kg do	
19 Bamboo mates(Jathams)12'x6' Good qlty. Sqft.	
20 Bamboo poles for propping & scaffolding do Pc	
E BRICKS	
1 1st class Red Bricks Good qlty. each Sample wil collected.	l be
F ROOFING MATERIALS:-	
1 CRILL Screw CRILL kg	
2 CRILL ridge do pcs	
3 Crill sheet-6' do each	
4 crill sheet-8' do each	

5	Crill sheet-9'	do	each	
6	Crill sheet-10'	do	each	
7	Crill sheet-12'	do	each	
8	GI gutter 200mm semi circle-8'	Good qlty.	each	
9	GI gutter 300mm semi circle-8'	do	each	
10	GI gutter450mm semi circle-8'	do	each	
11	GI gutter clamp &brackets	do	each	
12	GI joint bolts	do	kg	
13	GI Ridging 24 swg-6'	do	each	
14	Pre Painted Galvanised steel sheets 24g	do	Bdl.	
	Cril Terracota metal roofing. HISPAN		201.	
G	0.5mm, width 1060mm			
16(a	3m	CRILL	m	
(b	4m	CRILL	m	
(c	5m	CRILL	m	
(d	8mm dia bolts for cril roofing	CRILL	kg	
(e	8mm dia hooks for cril roofing	CRILL	kg	
(f	bitumen washer for cril roofing	CRILL	kg	
(g	G.I limpet washer filled with white lead	CRILL	kg	
(h	round ridge of cril teracota	CRILL	m	
(i	valley gutter	CRILL	m	
17	CGI Sheet 6' 24SWG,0.63mm gauge	Tata	Bdl.	
18	CGI Sheet 8' 24SWG,0.63mm gauge	Tata	Bdl.	
19	CGI Sheet 9' 24SWG,0.63mm gauge	Tata	Bdl.	
20	CGI Sheet 10' 24SWG,0.63mm gauge	Tata	Bdl.	
21	CGI Sheet 12' 24SWG,0.63mm gauge	Tata	Bdl.	
22	CGI Sheet 6' 24SWG,0.63mm gauge	Jindal	Bdl.	
23	CGI Sheet 8' 24SWG,0.63mm gauge	Jindal	Bdl.	
24	CGI Sheet 9' 24SWG,0.63mm gauge	Jindal	Bdl.	
25	CGI Sheet 10' 24SWG,0.63mm gauge	Jindal	Bdl.	
26	CGI Sheet 12' 24SWG,0.63mm gauge	Jindal	Bdl.	
27	GI Redging 24SWG	Tata	Rft.	
28	GI Ridging 24SWG	Jindal	Rft.	
29	Roofing screws 2 1/2"	Sup./qlty.	Kg	
30	Roofing screws 2"	do	Kg	
31	GI Gutter 200mm semi circular	Tata	mtr	
32	GI Gutter 300mm semi circular	Tata	mtr	
33	GI Gutter 450mm semi circular	Tata	mtr	
34	GI Gutter clamps & brackets	Tata	each	
35	GI Joint bolts	Sup./qlty.	Kg	
36	L-Hooks with nuts (All size) J-Hooks with nuts(All size)	do do	kg Kg	
38	Limpet washer	do	Kg Kg	
39	Bitumen washer	do	pkt	
40	PGI plain Sheet 24SWG	Tata	Sqft.	
40	1 of plain sheet 245 WO	1 ata	թվու.	l

41	Fiber reinforced transparent corrugated sheet 10'x3'	Sup./qlty.	each	
42	-	G/quality	Sqft.	
	M.S round hold-down bolts with nuts & washer	S, quarty	241	
43		Sup./qlty.	kg	
	nuts and bolts formwork, 20mm dia(various	1 1 2		
44		do	kg	
45	nuts and bolts formwork, 25mm dia(various length)	do	kg	
46	Pre-moulded bitumen impregnated fibre board, 12mm thick (IS: 1838 or equivalent)	do	sq.m	
47	Marble Slab 20mm			
(a	Black	Good qlty.	sq.m	
(b		do	sq.m	
(0		do	sq.m	
(d		do	sq.m	
48		~		
(a		Good qlty.	sq.m	
(b		do	sq.m	
(0		do	sq.m	
(d		do	sq.m	
47	Aluminium Fluted Strips 3.15mm thick 150mm			
(a		Good qlty.	m	
(b	Aluminium Strip 40x1.6mm	do	m	
50		G 1 1		
(a		Good qlty.	kg	
(b		do do	kg	
(d		do	kg kg	
51		40	ng l	
(a		Good qlty.	m	
(b		do	m	
52	Glazed tiles (I.S. 15622:2006)			
(a	600x600mm plain vetrified tiles	Good qlty.	each	
(b	300x300mm plain vetrified tiles	do	each	
(0	300x300mm Anti skid vetrified tiles	do	each	
(d		do	each	
	Wooden Texture tiles for flooring			
a)	CAMARU CEDAR, MATT, KS PLATINUM 605X605X9MM	SOMANY	Sq.m	
b)	CAMARU PINE, MATT, KS PLATINUM 605X605X9MM	SOMANY	Sq.m	
c)	EASY WOOD CHERRY, MATT, KS PLATINUM 605X605X9MM	SOMANY	Sq.m	

	ETERNAL WOOD ASH, MATT, KS PLATINUM 605X605X9MM			
d)	UUJAUUJA7IVIIVI	SOMANY	Sq.m	
	ETERNAL WOOD TEAK, MATT, KS PLATINUM			
e)	605X605X9MM	SOMANY	Sq.m	
f)	MADERA WOOD, MATT, KS PLATINUM 605X605X9MM	SOMANY	Sq.m	
g)	NEWLAND CHERRY, MATT, KS PLATINUM 605X605X9MM	SOMANY	Sq.m	
h)	Tiles Grout Adhesive (join adhesive chemicals between 2 tiles)	ASIAN	kg	
i)	Tiles adhesive chemicals (Ezy-Fix Tiles)	ASIAN CHEMICALS	kg	
j)	Notch trowel	Good quality	each	
k)	Tiles spacer	Good quality	Pcs.	
l)	Rubber float	Good quality	Pcs.	
53	Arial dite			
54	v c i	Everest/ Amstrong	Sq.m	Selected bidder need to supply and set up the fittings of False ceiling at site. Rate is inclusive of all the labour charges.
55	15mm thick Acoustic false ceiling (595x595mm) with required sound and heat insulation i.e glass -GI grid suspension system for holding False ceiling -galvanized metal stud T-bar system including all the accessories complete. (Galvanized intermediate, galvanized angle, galvanized section, galvanized perimeter rawl plug, connecting clip, soffit clip, dry wall screw, galvanized metal to metal screws, galvanized angle bead, galvanized edge bead, joint fibre tape, jointing compound etc).	Everest/ Amstrong	each	Selected bidder need to supply and set up the fittings of False ceiling at site. Rate is inclusive of all the labour charges
56	Hydraulic door closer.	Superior quality	each	
56	MS tubular steel of grade Yst 22 grade			
(a	OD 101.6 dia.mm, 9.75kg/m	TATA	kg	
(b	OD 88.9 dia.mm, 8.48kg/m	TATA	kg	
(c	20 dia, 400 mm long high density nuts and bolts. With washer.	TATA	kg	
(d	1mm GI sheet	TATA	sq.m	
(e	10mm thick MS plate	TATA	kg	
(f	stainless steel pipe of 50x50mm Square section	TATA	kg	
(g	20x20mm Stainless Steel square section	TATA	kg	

(h	M.S Plate, 8'x4'x8mm	TATA	kg			
(i	M.S Plate, 8'x4'x10mm	TATA	kg			
(j	M.S Sheet, 8'x4'x2mm	TATA	kg			
3	Mild steel T- Section equal flange 25mmx25mm x		- 8			
(k	3mm	TATA	kg			
	Mild steel T- Section equal flange 25mmx25mm x	T. A. T. A	1			
<u>(l</u>	5mm Mild steel T- Section equal flange 30mmx30mm x	TATA	kg			
(m	3mm	TATA	kg			
(222	Mild steel T- Section equal flange 30mmx30mm x		8			
(n	5mm	TATA	kg			
	Mild steel T- Section equal flange 40mmx40mm x	T 4 T 4	1			
(0	3mm Mild steel T- Section equal flange 40mmx40mm x	TATA	kg		 	
	5mm	TATA	kg			
	Mild steel T- Section equal flange 50mmx50mm x		8			
(p	6mm	TATA	kg			
(q	Ms equal angle size 20x20x3 mm	TATA	kg			
(r	Ms equal angle size 25x25x5 mm	TATA	kg			
(s	Ms equal angle size 25x25x3 mm	TATA	kg			
(t	Ms equal angle size 30x30x5 mm	TATA	kg			
(u	Ms equal angle size 30x30x3 mm	TATA	kg			
(v	Ms equal angle size 35x30x5 mm	TATA	kg			
(w	Ms equal angle size 35x30x3 mm	TATA	kg			
(x	Ms equal angle size 40x30x5 mm	TATA	kg			
(y	Ms equal angle size 40x30x3 mm	TATA	kg			
	Extruded Polystyrene foam or Styrofoam Size (
	1.25mx0.60mx50mm)					
(z		Super quality	each			
57	Drill bit dia. 5mm	HSS	each		<u> </u>	
58	Drill bit dia. 13mm	HSS	each			
59	Drill bit dia. 16mm	HSS	each			
60	Drill bit dia. 22mm	HSS	each			
	M.S Construction Nut & bolt dia 50x16mm		_			
61	dia	TATA	kg			
62	M.S Construction Nut & bolt dia 50x12mm dia	TATA	kg			
63	M.S Electrode 2mm dia				 	
64	Electrode 3.15mm dia	Master	each			
65	Electrode 4mm dia	Master	each		 	
	High speed Cutting wheel					
66	355x2.8x25.4mm,Rpm 4800/min	Bosch	each			
67	Cutting wheel 180x3x22.2mm	Bosch	each		<u> </u>	
68	Grinding wheel 180x6x22.2mm	Bosch	each			
69	Angle grinder, dia 100mm	Bosch	each			
70	Angle grinder, dia 180mm	Bosch	each			
71	Emery red Cloth 80 grade	Orient	sq.m			
72	Brush for painting 3"	Nylon	each			
73	M.S. Flat, 120x10mm	TATA	kg			
-		•		•	•	

74	Semi Auto gas cutting torch	L & T	each	
75	High speed cutting machine	Bosch	set	
76	Angle Grinder machine heavy duty 180mm	Bosch	set	
77	Chain pully Caty.2tones capacity	Sup./qlty.	set	
78	Pully single 80mm dia	Sup./qlty.	set	
79	Rope heavy duty nylone	Sup./qlty.	mtr	
80	Gas cutting turch	L & T	set	
81	Tool kits	Bosch	set	
82	Welding screen auto darkening	L & T	set	
83	Arch Welding goggles	Sup./qlty.	each	
84	Gas Welding goggles	do	each	
85	Hand gloves (Soft leather)	do	pair	
86	Ear plug	do	pair	
87	Dust mask	do	each	
88	Apron (Leather)	do	set	
89	Sun hat	do	each	
90	Jeans pant for welding	do	each	
91	Cable drum 3phase 50mtrs	do	mtr	
92	Welding cable	do	roll	
93	Electrode holder	do	each	
94	Oxygen Regulator	ASHA	set	
95	DA Regulator	ASHA	set	
96	Cutter blade 105x1x16mm	BOSCH	Each	
97	Hose pipe	Sup.Qlty.	mtr	
98	Hose clip	Sup.Qlty.	Each	
99	Filler rod 2mm	Sup.Qlty.	Pkt	
100	Rolled Sections/Others			
(a	Fasters-M.S.Rivets	do	kg	
(b	Fastners-M.S. Bolts &Nuts,Screws etc	do	kg	
(c	Rolled sections (250 Mpa)-Angles	do	kg	
(d	Rolled sections (250 Mpa)-Channels	do	kg	
(e	Rolled sections (250 Mpa)-Flats	do	kg	
(f	Rolled sections (250 Mpa)-Plates	do	kg	
(g	Rolled sections (250 Mpa)-Tubular	do	kg	
(h	Rolling shutter with cover	do	each	
(i	S.S Handrail 75MM Dia	do	mts	
(j	Stoneware pipes 60 cm long-150mm Dia	do	no	
Н	PLY			
1	12mm P/B Shuttering laminated ply (8'x4'),red/brown face			
(a	22kgs wt.	Sup./qlty.	each	
(b	26kgs wt.	do	each	
(c	30kgs wt.	do	each	
(d	23kgs wt.	do	each	
2	Commercial ply wood 4mm	Assam	Sft.	

3	Commercial ply wood 6mm	Assam	Sft.	
4	Commercial ply wood 8mm	Assam	Sft.	
5	Commercial ply wood 10mm	Assam	Sft.	
6	Commercial ply wood 12mm	Assam	Sft.	
	Bison panel, Pre-laminated (both sides)			
7	6mm(4'x8')	SQCA	each	
	Bison panel, Pre-laminated (both sides)			
8	8mm(4'x8')	do	each	
	Bison panel, Pre-laminated (both sides)			
9	10mm(4'x8')	do	each	
	Bison panel, Pre-laminated (both sides)			
10	12mm(4'x8')	do	each	
	Bison panel, Pre-laminated (both sides)			
11	16mm(4'x8')	do	each	
10	Bison panel, Pre-laminated (both sides)			
12	20mm(4'x8')	do	each	
12	Bison panel, Pre-laminated (both sides)	,		
13	25mm(4'x8')	do	each	
1.4	Bison panel, Pre-laminated (both sides)	,	1	
14	30mm(4'x8')	do	each	
15	Bison panel, Pre-laminated (one sides) 8mm(4'x8')	4	2001	
13		do	each	
16	Bison panel, Pre-laminated (one sides) 10mm(4'x8')	do	each	
10	Bison panel, Pre-laminated (one sides)	do	Cacii	
17	12mm(4'x8')	do	each	
1,	Bison panel, Pre-laminated (one sides)	uo	Cuch	
18	<u> </u>	do	each	
	Bison panel, Pre-laminated (one sides)			
19	20mm(4'x8')	do	each	
	Bison panel, Pre-laminated (one sides)			
20	25mm(4'x8')	do	each	
	Bison panel, Pre-laminated (one sides)			
21	30mm(4'x8')	do	each	
22	Commercial ply wood -3mm (4'x 8')	do	each	
23	Commercial ply wood -4mm (4'x 8')	do	each	
24	Commercial ply wood -6mm (4'x 8')	do	each	
25	Commercial ply wood -8mm (4'x 8')	do	each	
26	Commercial ply wood -10mm (4'x 8')	do	each	
27	Commercial ply wood -12mm (4'x 8')	do	each	
28	Commercial ply wood -16mm (4'x 8')	do	each	
29	Commercial ply wood -20mm (4'x 8')	do	each	
30	Commercial ply wood -25mm (4'x 8')	do	each	
31	Commercial ply wood -30mm (4'x 8')	do	each	
32	E-Board 4mm (4'x8')	do	each	

33	E-Board 6mm (4'x8')	do	each	
34	E-Board 8mm (4'x8')	do	each	
35	E-Board 10mm (4'x8')	do	each	
36	E-Board 12mm (4'x8')	do	each	
37	E-Board 14mm (4'x8')	do	each	
38	E-Board 14mm (4 x8')	do	each	
39	E-Board 20mm (4'x8')	do	each	
40	Marian ply (Water proof)4mm(4'x8')	do	each	
41	Marian ply (Water proof)6mm(4'x8')			
42	Marian ply (Water proof)8mm(4'x8')	do do	each	
43			each	
43	Marian ply (Water proof)10mm(4'x8') Marian ply (Water proof)12mm(4'x8')	do	each	
		do	each	
45	Marian ply (Water proof)14mm(4'x8')	do	each	
46	Marian ply (Water proof)16mm(4'x8')	do	each	
47	Marian ply (Water proof)18mm(4'x8')	do	each	
48	Plain particle Board 6mm (4'x8')	do	each	
49	Plain particle Board 10mm (4'x8')	do	each	
50	Plain particle Board 12mm (4'x8')	do	each	
51	Plain particle Board 18mm (4'x8')	do	each	
52	Plain particle Board 25mm (4'x8')	do	each	
53	Plain particle Board 35mm (4'x8')	do	each	
54	Sunmica Plain 2mm	do	sqft	
55	Sumica Teak 2mm	do	sqft	
56	Teak ply wood 4mm	do	sqft	
57	Teak ply wood 8mm	do	sqft	
I	MACHINERIES			
	Wood plainer machine GHO26-82 adjustable depth of cut 0-2.6mm, adjustable rebating depth 0-9mm, planing width 163mm power input			
1	710mm,speed 16500rpm & weight 2.6kgs	BOSCH	set	
2	Plainer blade for above machine	BOSCH	each	
3	Impact drill GSB10RE (Part no.06012161F3	BOSCH	set	
4	Drill bit for above machine	BOSCH		
(a	5mm	do	each	
(b	6mm	do	each	
(c	8mm	do	each	
(d	10mm	do	each	
(e	12mm	do	each	
(f	13mm	do	each	
(g	16mm	do	each	
(h	20mm	do	each	
5	Wheel barrow 1 cubic meter capacity	Sawastic	each	
6	Power chain saw machine 18"MS350	STHIL STHIL	set set	
7	Power Chain saw Machine bar size 18"	STHIL		
8	Power Chain saw Machine bar size 24"	SIIIL	set	

9	Chain for power chain saw machine(Vertical)	STHIL	each	
10	Chain for power chain saw machine(Horizontal)	STHIL	each	
11	Diamond wheel 305mm (H) for stone cutter machine, model no.CMY 12(H) 305mm,100mm depth (Heavy duty)	Hitachi	set	
12	Vibrator Nozzel 4mm for vibrator machine	Sup./qlty.	each	
13	Concrete electric Vibrator nozzel 25mm long for vibrator machine	Hi-MAX	each	
14	Concrete mixture machine 10/7 Cft with hopper fitted with Kirloskar air cooled engine fitted (Diesel)	Kirloskar	set	
15	Concrete mixture machine 10/7 Cft with hopper fitted with 5H.P/3PH Electrical Motor Cromton Greaves	Kirloskar	set	
16	Water pump 25mm dilivery suction 1HP Motar	Kirloskar	set	
17	Concrete Electric vibrator machine with nozzle 25mm long model no.IC-078, Rated voltage 220V	Hi-MAX	set	
18	TMT Rod cutter machine 14" cut off	Bosch	set	
10	Circular saw machine wood (HITACHI C-	ъ .		
19	7,180mm blade)	Bosch	set	
20	Electric vibrator machine with 25mm nozzel long (Model No.IC-078)	Hi-MAX	set	
21	A70 Belt (Table planer)	Bosch	each	
22	Bearing 6205(Table planer)	Bosch	each	
23	Carbon Head Circle Saw (Diameter 8")	Bosch	set	
24	Carbon Head Circle Saw (Diameter 10")	Bosch	set	
25	Carbon Head Circle Saw (Diameter 11")	Bosch	set	
26	Carbon Head Circle Saw (Diameter 7")	Bosch	set	
27	Carbon Head Circle Saw (Diameter 9")	Bosch	set	
28	Carbon Head Circle Saw (Diameter 12")	Bosch	set	
29	Circular Saw machine	Bosch	set	
30	Electric drill machine (concrete)	Bosch	set	
31	Electric drill machine (steel)	Bosch	set	
32	Electric drill machine (wood)	Bosch	set	
33	Electric Hand Planner Machine(82mm)	Bosch	set	
34	Hand Drill Machine	Bosch	set	
35	Hand drill Machine heavy duty 13mm	Bosch	set	
36	Iron sheet cutter 16"	Bosch	set	
37	Marble/tiles cutter machine	Bosch	set	
38	Marble/tiles cutter blade 110mm	Bosch	set	
39	Motar belt for GHO-10-82 hand planer	Bosch	each	
40	Motar belt for GHO-26-82 hand planer	Bosch	each	
41	Motar belt for XPG 1804 hand planer	Bosch	each	
42	Nozzle (Square/round head)	Sup./qlty.	set	
43	Orbital sander machine heavy duty Fs-10	Bosch	set	

1				
44	Planner GHO 10-82	Bosch	set	
45	Planner GHO 26-82	Bosch	set	
46	Planner GHO 31-82	Bosch	set	
47	Planner Machine heavy duty 13"	Bosch	set	
48	Planner machine XPG 1804	Bosch	set	
49	Plastic pipe cutter	Sup./qlty.	set	
50	Blower machine GLB 800E (4.5m3/min)	Bosch	set	
	Portable sawmill (27 H/P215mm(8.5")CUT	LUCAS	set	
51	Electric Start			
52	Sander Machine	Bosch	set	
53	Rounder Sand Paper 60 for sander machine	Good qlty.	each	
54	Rounder Sand Paper 80 for sander machine	do	each	
55	Rounder Sand Paper 120 for sander machine	do	each	
56	Spray Gun with compressor machine	Sup./qlty.	set	
57	Stand Drill Machine	do	set	
58	Tiles Cutter Blade	do	set	
59	Tiles Cutter Machine	do	set	
	Water pump 25mm delivery sunction 1HP		set	
60	Mortar	Good qlty.		
61	Arc welding transformer with all sets 400kV	SSAB	set	
	Measuring device(Laser Measure-GLM 150		pair	
62	Professional-Bosch	Bosch		
J	SAFETY KITS			
	Leather hand gloves, full grain leather, wing		pair	
1	thump &elastic	Sup./qlty.		
2	Rexon Handset,RL-318k	do	each	
3	Safety belt &hardness,Polyster,Trango II	do	set	
4	Safety ear muff,3M-1440	do	each	
5	Safety ear muff,3M-8511	do	each	
6	Safety goggle,39	do	each	
7	Safety gummboot,rubber	do	pair	
	Safety helmet with 6 point plastic			
8	suspension,sweatband &adjustable strap	do	each	
	Safety helmet with 6 point plastic			
9	suspension,sweatband	do	each	
10	Safety shoe, bouble density &steel toe	do	pair	
11	Head Torch	do	set	
K	Portable Sawmill accessiries			
1	Air filter	Lucas	each	
2	Brizing rod	do	each	
3	Flux	do	each	
4	Mobile filter	do	each	
5	petrol filter	do	each	
6	Saw tips	do	each	

L	Spare Parts for Power Chain Saw Machine (24")			
1	Bull dog 12mm	STHIL	each	
2	Bull dog 24mm	do	each	
3	Bull dog 25mm	do	each	
4	Carburetor	do	each	
5	Chain Saw 24"	do	each	
6	Coil 380	do	each	
7	Fan Housing	do	each	
8	Fuel cap	do	each	
9	Lock	do	each	
10	Mobile filter	do	each	
11	Psiton ring	do	each	
12	Plug	do	each	
13	Power Chain (chain) 10"	do	each	
14	·	do	each	
15	Power Chain (chain) 18"	do	each	
16	Power Chain (chain) 24"	do	each	
17	Power Chain (chain) 8"	do	each	
18	Round file 10"	do	each	
19	Round file 7/32"	do	each	
20	Rubber Brush	do	each	
21	Sprocket	do	each	
22	Sprocket Bearing	do	each	
23	Starter Assembly	do	each	
24	Starter rope	do	each	
25	Supper Gear	do	each	
M	GLASS PANES:-			
1	Frosted glass 3mm	Modiguard	Sft.	
2	Frosted glass 4mm	Modiguard	Sft.	
3	Glass pane 4mm	Modiguard	Sft.	
4	Glass pane 6mm	Modiguard	Sft.	
5	Mirror glass	Modiguard	Sft.	
6	Black glass 4mm	Modiguard	Sft.	
7	Black glass 5mm	Modiguard	Sft.	
8	Black glass 6mm	Modiguard	Sft.	
9	Black glass 8mm	Modiguard	Sft.	
N	PAINTING TOOLS			
1	Lime Brush 6"	Sup./qlty.	each	
2	Lime Brush 8"	do	each	
3	Lime Brush 10"	do	each	
4	Painting Brush(Nylon)1"	do	each	
5	Painting Brush(Nylon) 2"	do	each	
6	Painting Brush(Nylon) 3"	do	each	
7	Painting Brush(Nylon) 4"	do	each	

8	Painting Brush(Nylon) 5"	do	each
9	Painting Brush(Nylon) 6"	do	each
10	Painting Brush(Nylon) 7"	do	each
11	Painting Brush(Nylon) 8"	do	each
12	Painting Brush(Nylon) 9"	do	each
13	Painting Brush(Nylon) 10"	do	each
14	Painting Brush(Nylon) 11"	do	each
15	Painting Brush(Nylon) 12"	do	each
16	Painting Brush(Ordinary) 1"	do	each
17	Painting Brush(Ordinary) 2"	do	each
18	Painting Brush(Ordinary) 3"	do	each
19	Painting Brush(Ordinary) 4"	do	each
20	Painting Brush(Ordinary) 5"	do	each
21	Painting Brush(Ordinary) 6"	do	each
22	Painting Brush(Ordinary) 7"	do	each
23	Painting Brush(Ordinary) 8"	do	each
24	Painting Brush(Ordinary) 9"	do	each
25	Painting Brush(Ordinary) 10"	do	each
26	Painting Brush(Ordinary) 11"	do	each
27	Painting Brush(Ordinary) 12"	do	each
28	Writing Brush No.1	do	each
29	Writing Brush No.2	do	each
30	Writing Brush No.3	do	each
31	Writing Brush No.4	do	each
32	Writing Brush No.5	do	each
33	Writing Brush No.6	do	each
34	Writing Brush No.7	do	each
35	Writing Brush No.8	do	each
36	Writing Brush No.9	do	each
37	Writing Brush No.10	do	each
38	Writing Brush No.11	do	each
39	Writing Brush No.12	do	each
0	TARPAULIN		
1	Canvas Tarpaulin (24'x18')	Good qlty.	kg
2	Plastic Sipaulin (12'x9')	do	each
3	Plastic Sipaulin (15'x12')	do	each
4	Plastic Sipaulin (18'x16')	do	each
5	Plastic Sipaulin (18'x24')	do	each
6	Plastic Tarpaulin 15'x18'	do	each
7	Plastic Tarpaulin 18'x24'	do	each
8	Plastic Tarpaulin 24'x18'	do	each
P	MISCELLENEOUS		
1	Cocunut brush	Sup./qlty.	each
2	Empty Gunny bag	do	lit

		_	_	
3	Empty jerrycan 20 litres capacity	do	each	
4	Empty tin cintainer(15kg capacity)	do	roll	
5	Flexible pipe 20mm	do	roll	
6	Flexible pipe 25mm	do	roll	
7	Flexible pipe 32mm	do	each	
8	Floor mob	do	per lit	
9	GI bucket	do	each	
10	Glass lock	do	kg	
11	Glass strips	do	m	
12	Glass wool	do	roll	
13	Harpic	do	each	
14	Lock for aluminium section door	do	each	
15	Lock-Door Knob lock(polished brass)	do	each	
	Lock-Door Knob lock(stainless steel)	do	each	
17	Lock-Door Knob lock(wood)	do	each	
	Lock-Pad Lock (Disc Lock 90mm)	do	each	
	Lock-Pad Lock (sherlock-40mm)	do	each	
	Lock-Pad Lock (sherlock-50mm)	do	each	
+	Lock-Pad Lock (sherlock-60mm)	do	each	
	Lock-Pad Lock (sherlock-70mm)	do	Set	
H	Salt	do	each	
	Soft broom	do	each	
	Steel curtain hooks	do	each	
	MS FITTINGS:-			
	MS Butt hinges 2"	Sup./qlty.	each	
1	MS Butt hinges 3"	do	each	
	MS Butt hinges 4"	do	each	
	MS eye hook 5"	do	each	
5	MS eye hook 6"	do	each	
6	MS Sliding door bolt 8"	do	Set	
7	MS Sliding door bolt 10"	do	set	
8	MS Sliding door bolt 12"	do	set	
9	MS Tower bolts 3"	do	set	
10	MS Tower bolts 4"	do	set	
11	MS Tower bolts 5"	do	set	
12	MS Tower bolts 6"	do	set	
		1	1_4	
	MS Wood screw 1/2"	do	pkt	
14	MS Wood screw 1 1/2"	do	pkt pkt	
14 15	MS Wood screw 1 1/2" MS Wood screw 3/4"	do do	pkt pkt	
14 15 16	MS Wood screw 1 1/2" MS Wood screw 3/4" MS Wood screw 1"	do do do	pkt pkt pkt	
14 15 16 17	MS Wood screw 1 1/2" MS Wood screw 3/4" MS Wood screw 1" MS Wood screw 2"	do do do do	pkt pkt pkt pkt	
14 15 16 17 18	MS Wood screw 1 1/2" MS Wood screw 3/4" MS Wood screw 1" MS Wood screw 2" MS Wood screw 3"	do do do do do	pkt pkt pkt pkt pkt pkt	
14 15 16 17 18 19	MS Wood screw 1 1/2" MS Wood screw 3/4" MS Wood screw 1" MS Wood screw 2" MS Wood screw 3" MS Handle 3"	do do do do do do do	pkt pkt pkt pkt pkt pkt each	
14 15 16 17 18 19 20	MS Wood screw 1 1/2" MS Wood screw 3/4" MS Wood screw 1" MS Wood screw 2" MS Wood screw 3"	do do do do do	pkt pkt pkt pkt pkt pkt	

22	MS Handle 6"	do	each	
R	ALUMINUM:-			
1	Aluminum handle 3"	Pioneer	each	
2	Aluminum handle 4"	Pioneer	each	
3	Aluminum handle 5"	Pioneer	each	
4	Aluminum handle 6"	Pioneer	each	
5	Aluminum Hook & eye 5"	Pioneer	set	
6	Aluminum Hook & eye 6"	Pioneer	set	
7	Aluminum sliding door bolt 8"	Pioneer	set	
8	Aluminum sliding door bolt 10"	Pioneer	set	
9	Aluminum sliding door bolt 12"	Pioneer	set	
10	Aluminum tower bolt 3"	Pioneer	set	
11	Aluminum tower bolt 4"	Pioneer	set	
12	Aluminum tower bolt 5"	Pioneer	set	
13	Aluminum tower bolt 6"	Pioneer	set	
S	CP FITTINGS:-			
1	CP Sliding door bolt 8"	Pioneer	set	
2	CP Sliding door bolt 10"	Pioneer	set	
3	CP Sliding door bolt 12"	Pioneer	set	
4	CP Tower bolt 3"	Pioneer	Set	
5	CP Tower bolt 4"	Pioneer	Set	
6	CP Tower bolt 5"	Pioneer	Set	
7	CP Tower bolt 6"	Pioneer	Set	
8	CP eye & hook 5"	Pioneer	Set	
9	CP eye & hook 6"	Pioneer	Set	
10	CP Haps & staples 50mm	Pioneer	Set	
11	CP Haps & staples 100mm	Pioneer	Set	
12	CP Haps & staples 150mm	Pioneer	Set	
13	CP Handle 3"	Pioneer	each	
14	CP Handle 4"	Pioneer	each	
15	CP Handle 5"	Pioneer	each	
16	CP Handle 6"	Pioneer	each	
T	SS Fittings			
1	SS Butt hinges 2"	Pioneer	each	
2	SS Butt hinges 3"	Pioneer	each	
3	SS Butt hinges 4"	Pioneer	each	
4	SS eye Hook 5"	Pioneer	set	
5	SS eye Hook 6"	Pioneer	set	
6	SS Handle 3"	Pioneer	each	
7	SS Handle 4"	Pioneer	each	
8	SS Handle 5"	Pioneer	each	
9	SS Handle 6"	Pioneer	each	
10	SS Pipe 38mm Dia	Pioneer	m	
11	SS Pipe 50mm Dia	Pioneer	m	
12	SS Sliding door bolt 10"	Pioneer	set	
13	SS Sliding door bolt 12"	Pioneer	set	
13	SS Shaing addition 12	1 IOHCCI	SCI	

	14	SS Sliding door bolt 3"	Pioneer	set		
	15	SS Sliding door bolt 4"	Pioneer	set		
	16	SS Sliding door bolt 5"	Pioneer	set		
	17	SS Sliding door bolt 6"	Pioneer	set		
	18	SS Sliding door bolt 8"	Pioneer	set		
	19	SS tower bolt 3"	Pioneer	set		
	20	SS tower bolt 4"	Pioneer	set		
	21	SS tower bolt 5"	Pioneer	set		
	22	SS tower bolt 6"	Pioneer	set		
	23	SS wood screw 1 1/2"	Pioneer	pkt		
	24	SS wood screw 1"	Pioneer	pkt		
	25	SS wood screw 1/2"	Pioneer	pkt		
	26	SS wood screw 2"	Pioneer	pkt		
	27	SS wood screw 3"	Pioneer	pkt		
	28	SS wood screw 3/4"	Pioneer	pkt		
	U	BRASS FITTINGS & ACCESSORIES:-		1		
	1	Brass bib cock 3/4" 400gm heavy duty	SQCA	each		
	2	Brass bib cock 1/2" 400gm heavy duty	do	each		
	3	Brass stop cock 3/4" 400gm	do	each		
	4	Brass stop cock 1/2" 400gm	do	each		
	5	Brass gateway valve 1/2"	do	each		
	6	Brass gateway valve 3/4"	do	each		
	7	Brass gateway valve 1"	do	each		
	8	Brass gateway valve 1 1/2"	do	each		
	9	Brass check valve 1/2"	do	each		
	10	Brass check valve 3/4"	do	each		
	11	Brass check valve 1"	do	each		
	12	Brass ball cock 1/2"	do	each		
	13	Black Zinc	Good qlty.	kg		
	V	PPR PIPES & FITTINGS				
	1	Monkey wrench 4 inch	SQCA	each		
	2	Apron leather	do	each		
	3	Electric heating plate	do	each		
	4	PPR pipe 15mm	do	each		
	5	PPR Elbow 15mm	do	each		
	6	PPR Tee 15mm	do	each		
	7	PPR Socket 15mm	do	each		
	8	PPR Ball Valve 15mm	do	each		
	9	PPR Union 15mm	do	each		
	10	PPR Elbow 3/4" (20mm)	do	each		
ſ	11	PPR Tee 3/4" 20mm	do	each		
	12	PPR Brass Elbow (3/4"x1/2") (20x15mm)	do	each		
	13	PPR Reducer Tee (1"x3/4") (25x20mm)	do	each		
ľ	14	PPR Reducer Elbow (1"x3/4") (25x20mm)	do	each		
	15	PPR Socket: 1"- 25mm	do	each		
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16	PPR Ball valve: 1" (25mm)	do	each	
17	PPR Union: 1" (25mm)	do	each	
18	PPR Female adapter: (3/4"x1/2") (20x15mm)	do	each	
19	Adjustable wrench 3"	do	each	
20	PPR 3/4": 20mm	do	each	
21	PPR 1": 25mm	do	each	
22	PPR pipe 32 mm	do	each	
23	PPR Elbow 32 mm	do	each	
24	PPR Tee 32 mm	do	each	
25	PPR Socket 32 mm	do	each	
26	PPR Ball Valve 32 mm	do	each	
27	PPR Union 32 mm	do	each	
28	PPR pipe 40 mm	do	each	
29	PPR Elbow 40 mm	do	each	
30	PPR Tee 40 mm	do	each	
31	PPR Socket 40 mm	do	each	
32	PPR Ball Valve 40 mm	do	each	
33	PPR Union 40 mm	do	each	
34	Pipe cutter	do	each	
35	Remer inner outer	do	each	
W	GI PIPE & FITTINGS			
1	GI pipe ½" (15mm)	SQCA	Rft.	
2	GI Pipe 3/4" (20mm)	SQCA	Rft.	
3	GI Pipe 1" (25mm)	do	Rft.	
4	GI Pipe 1 1/4" (32mm)	do	Rft.	
5	GI Pipe 2" (50mm)	do	Rft.	
6	GI Socket 1/2"	do	Rft.	
7	GI Socket 3/4"	do	Rft.	
8	GI Socket 1"	do	Rft.	
9	GI Socket 1 1/4"	do	Rft.	
10	GI Socket 2"	do	Rft.	
11	GI Union 1/2"	do	Rft.	
12	GI Union 3/4"	do	Rft.	
13	GI Union 1"	do	Rft.	
14	GI Union 1 1/4"	do	Rft.	
15	GI Union 1"	do	Rft.	
16	GI Elbow 1/2"	do	Rft.	
17	GI Elbow 3/4"	do	Rft.	
18	GI Elbow 1"	do	Rft.	
19	GI Elbow 1 1/4"	do	Rft.	
20	GI Elbow 2"	do	Rft.	
21	GI Tee 1/2"	do	Rft.	
22	GI Tee 3/4"	do	Rft.	
23	GI Tee 1"	do	Rft.	

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24	GI Tee 1 1/4"	do	Rft.		
25	GI Tee 2"	do	Rft.		
26	GI Cross 1/2"	do	Rft.		
27	GI Cross 3/4"	do	Rft.		
28	GI Cross 1"	do	Rft.		
29	GI Cross 1 1/4"	do	Rft.		
30	GI Cross 2"	do	Rft.		
31	GI Bend 1/2"	do	Rft.		
32	GI Bend 3/4"	do	Rft.		
33	GI Bend 1"	do	Rft.		
34	GI Bend 1 1/4"	do	Rft.		
35	GI Bend 2"	do	Rft.		
36	GI Nipple 1/2"	do	Rft.		
37	GI Nipple 3/4"	do	Rft.		
38	GI Nipple 1"	do	Rft.		
39	GI Nipple 1 1/4"	do	Rft.		
40	GI Nipple 2"	do	Rft.		
41	GI Plug 1/2"	do	Rft.		
42	GI Plug 3/4"	do	Rft.		
43	GI Plug 1"	do	Rft.		
44	GI Plug 1 1/4"	do	Rft.		
45	GI Plug 2"	do	Rft.		
46	GI Hex nipple 1/2"	do	Rft.		
47	GI Hex nipple 3/4"	do	Rft.		
48	GI Hex nipple 1"	do	Rft.		
49	GI Hex nipple 1 1/4"	do	Rft.		
50	GI Hex nipple 2"	do	Rft.		
51	GI 3way tee 1/2"	do	Rft.		
52	GI 3way tee 3/4"	do	Rft.		
53	GI 3way tee 1"	do	Rft.		
54	GI 3way tee 1 1/4"	do	Rft.		
55	GI 3way tee 2"	do	Rft.		
56	GI Reducer tee 1"x3/4"	do	Rft.		
57	GI Reducer socket 1"x3/4"	do	Rft.		
58	GI Reducer elbow 1"x3/4"	do	Rft.		
X	PVC PIPES/ACCESSORIES				
1	PVC Bend 2"	Supreme	each		
2	PVC Bend 3"	do	each		
3	PVC Bend 4"	do	each		
4	PVC Bend 6"	do	each		
5	PVC Connection pipe 1/2"	do	each		
6	PVC Couple 2"	do	each		
7	PVC Couple 3"	do	each		
8	PVC Couple 4"	do	each		
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9	PVC Door bend 2"	do	each	
10	PVC Door bend 3"	do	each	
11	PVC Door bend 4"	do	each	
12	PVC Elbow-110mm	do	each	
13	PVC Elbow-75mm	do	each	
14	PVC Elbow-50mm	do	each	
15	PVC Elbow-90mm	do	each	
16	PVC Pipe 2"x 10'	do	each	
17	PVC Pipe 2"x 6'	do	each	
18	PVC Pipe 3"x 6'	do	each	
19	PVC Pipe 3"x 10'	do	each	
20	PVC Pipe 4"x 6'	do	each	
21	PVC Pipe 4"x 10'	do	each	
22	PVC Pipe 6"x 10'	do	each	
23	PVC Pipe 6"x 6'	do	each	
24	PVC Pipe clamp 50mm	do	each	
25	PVC Pipe clamp 90mm	do	each	
26	PVC Pipe clamp 110mm	do	each	
27	PVC Pipe clamp 160mm	do	each	
28	PVC Pipe double tee plain 110mm	do	each	
29	PVC Pipe double tee plain 50mm	do	each	
30	PVC Pipe double tee plain 75mm	do	each	
31	PVC Pipe double tee plain 90mm	do	each	
32	PVC Pipe double tee with door 110mm	do	each	
33	PVC Pipe double tee with door 50 mm	do	each	
34	PVC Pipe double tee with door 75mm	do	each	
35	PVC Pipe double tee with door 90mm	do	each	
36	PVC Pipe double Y plain 110mm	do	each	
37	PVC Pipe double Y plain 50 mm	do	each	
38	PVC Pipe double Y plain 75 mm	do	each	
39	PVC Pipe double Y plain 90mm	do	each	
40	PVC Pipe double Y with door 110mm	do	each	
41	PVC Pipe double Y with door 50 mm	do	each	
42	PVC Pipe double Y with door 75mm	do	each	
43	PVC Pipe double Y with door 90mm	do	each	
44	PVC Pipe single tee plain 110mm	do	each	
45	PVC Pipe single tee plain 50 mm	do	each	
46	PVC Pipe single tee plain 75mm	do	each	
47	PVC Pipe single tee plain 90mm	do	each	
48	PVC Pipe single tee with door 110mm	do	each	
49	PVC Pipe single tee with door 50 mm	do	each	
50	PVC Pipe single tee with door 75mm	do	each	
51	PVC Pipe single tee with door 90mm	do	each	
52	PVC Pipe single Y with door 110mm	do	each	

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53	PVC Pipe single Y with door 75mm	do	each		
54	PVC Pipe single Y with door 90mm	do	each		
55	PVC Rain Gutter	do	each		
56	PVC Reducer 3 1/2"x3"	do	each		
57	PVC Reducer 4"x3"	do	each		
58	PVC Reducer 4"x3x 1/2"	do	each		
59	PVC Saddle 2"	do	each		
60	PVC Saddle 3"	do	each		
61	PVC Saddle 4"	do	each		
62	PVC Saddle 6"	do	each		
63	PVC seal ring-110mm	do	each		
64	PVC seal ring-75mm	do	each		
65	PVC seal ring-90mm	do	each		
66	PVC Socket 2"	do	each		
67	PVC Socket 3"	do	each		
68	PVC Socket 4"	do	each		
69	PVC Socket 6"	do	each		
70	PVC Tee 2"	do	each		
71	PVC Tee 2"	do	each		
72	PVC Tee 2"	do	each		
73	PVC Tee 2"	do	each		
74	PVC Waste pipe 11/2"	do	each		
75	PVC Waste pipe 11/4"	do	each		
76	PVC Y 2"	do	each		
77	PVC Y 3"	do	each		
78	PVC Y 4"	do	each		
79	PVC Y 6"	do	each		
80	PVC zali 110mm				
Y	SANITARY & PLUMBING;-	do	each		
1	The standard Uro Modesty Panel -height of 1200				
1	mm and depth of 450 mm. Doric Urinal Partition	Merino	Sq.m		
	Merino-Besco Athena lite-12mm thick phenolic		•		
2	board State of the	Doric	Sq.m		
3	Bird Spike (GI Metal spike of 150mm @40mm c/c edge on copper flashing sheet)	Good quality	Rft.		
4	Stainless steel Basin Mixer	Johnson	each		
5	Stainless steel Floor Trap	Jaquar	each		
6	Satinless steel Toilet Tissue Paper Holder(lexus)	Jaquar	each		
7	Satisless steel soap dish(Lexus)	Jaquar	each		
8	Stainless steel towel rod/rail (lexus)	Jaquar	each		
9	450x120mm glass shelf	Good quality	each		
10	ETWC P Type	Hindustan	Set		
11	ETWC 1 Type	Hindustan	Set		
12	ETWC S Type ETWC Complete set with porcelain cistern	Hindustan	Set		
13	ETWC Complete set with porcelain cistern ETWC Comrod cover white	Hindustan	Set		
14	Indian WC pan 18"	Hindustan	Set		
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15	Indian WC pan 20"	Hindustan	Set	
16	Indian WC pan 23"	Hindustan	Set	
17	Vitrous China India type 580mm, white	Orisa	Set	
18	Vitrous China India type 580mm, Colour	Orisa	Set	
19	Foot rest	Hindustan	Pair	
20	Syphone	Hindustan	each	
25	Flushing cistern	Hindustan	Set	
26	Cistern fitting single syphone	Good qlty.	Set	
27	Cistern fitting double syphone	do	Set	
28	Plastic cistern with fitting complete	do	Set	
29	Porcelain cistern with fitting complete, white	do	Set	
30	Thread seal tape (Tafflon)	do	each	
31	Bitumen 80/100	do	Kg	
32	Bitumen emulsion	do	Kg	
33	Bitumen felt type 3 grate	do	Sq.m	
34	Adjustable wrench 6"	RVS	each	
35	Adjustable wrench 8"	RVS	each	
36	Adjustable wrench 10"	RVS	each	
37	Adjustable wrench 12"	RVS	each	
38	Adjustable wrench 14"	RVS	each	
39	Adjustable wrench 18"	RVS	each	
40	Pipe wrench 8"	RVS	each	
41	Pipe wrench 10"	RVS	each	
42	Pipe wrench 12"	RVS	each	
43	Gyeser 50ltrs (Horizontal)	Platinum	set	
44	Gyeser 70ltrs (Horizontal)	Platinum	set	
45	Gyeser 50ltrs (Vertical)	Platinum	set	
46	Gyeser 70ltrs (Vertical)	Platinum	set	
47	Pipe wrench 16"	RVS	each	
48	Pipe wrench 18"	RVS	each	
49	Pipe wrench 24"	RVS	each	
50	MS Perforated sheet	Tata	Sq.m	
51	Oxygen Regulator	Asha	No.	
52	DA Regulator	Asha	No.	
53	Cutter Blade 105x1x16mm	BOSCH	Pcs.	
54	Steel Trunk Box 40"x24"x20"	Good quality	Pcs.	
34	Steel Almirah with four shelves with inner locker	Good quanty	rcs.	
55	size 36"x19"x72"	Godrej	Nos.	
Z	HDPE PIPES :-	3		
	HDPE (Bhutan polythene pipe), 20mm (3/4")			
1	(pressure 10kg/sqcm	Druk	mtr.	
	HDPE (Bhutan polythene pipe), 25mm (1")			
2	(pressure 10kg/sqcm	Druk	mtr.	
		Diuk	11111.	
3	HDPE (Bhutan polythene pipe), 32mm (1 1/4") (pressure 10kg/sqcm	Druk	mtr.	
	(pressure rokg/sqeiii	Diuk	mu.	

		-		
	HDPE (Bhutan polythene pipe), 40mm (1 1/2")	D 1		
4	(pressure 6kg/sqcm	Druk	mtr.	
5	HDPE (Bhutan polythene pipe), 50mm (2") (pressure 6kg/sqcm	Druk	mtr.	
6	HDPE (Bhutan polythene pipe), 63mm (2 1/2")(pressure 6kg/sqcm	Druk	mtr.	
7	HDPE (Bhutan polythene pipe), 75mm (3") (pressure 6kg/sqcm	Druk	mtr.	
8	HDPE (Bhutan polythene pipe), 90mm (3 1/2") (pressure 6kg/sqcm	Druk	mtr.	
9	HDPE (Bhutan polythene pipe), 110mm (4 1/2") (pressure 6kg/sqcm	Druk	mtr.	
10	HDPE (Bhutan polythene pipe), 125mm (5") (pressure 6kg/sqcm	Druk	mtr.	
11	HDPE (Bhutan polythene pipe), 140mm (5 1/2")(pressure 6kg/sqcm	Druk	mtr.	
12	HDPE (Bhutan polythene pipe), 160mm (6") (pressure 6kg/sqcm	Druk	mtr.	
13	HDPE (Bhutan polythene pipe), 180mm (7") (pressure 6kg/sqcm	Druk	mtr.	
14	HDPE (Bhutan polythene pipe), 200mm (8") (pressure 6kg/sqcm	Druk	mtr.	
15	HDPE (Bhutan polythene pipe), 225mm (9")(pressure 6kg/sqcm	Druk	mtr.	

Royal Government of Bhutan
Ministry of Home and Cultural Affairs
Department of Culture
Division of Culture and heritage sites

Pemagatshel Dzong Construction Project



Supply of Electrical items

For

The Fiscal Year 2017-2018

Preface

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

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

Public Procurement Policy Division Ministry of Finance Royal Government of Bhutan Bidding Documents for = [Supply of Electrical items]

Procuring Agency = [Department of Culture, Pemagatshel Dzong Construction Project, Denchi Pemagatshel]

Standard Bidding Documents

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PART 1 – Bidding Procedures

Section I. Instructions to Bidders

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Section I. Instructions to Bidders

G. General

5 Scope of Bid and Source of Funds

- 5.1 The Purchaser, as indicated in the Bid Data Sheet (BDS), issues these Bidding Documents for the supply of Goods and Related Services incidental thereto as specified in Section VI, Schedule of Supply. The name, identification number, and number of lots within this procurement are provided in the BDS
- 5.2 Throughout these Bidding Documents:
 - (d) the term "in writing" means communicated in written form (eg by mail, electronic mail, fax, telex) with proof of receipt;
 - (e) if the context so requires, "singular" means plural" and vice versa; and
 - (f) "day" means calendar day.
- 5.3 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.

6 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. 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" is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value 17 to influence improperly the actions of another party;
 - (ii) "Fraudulent practice" 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

¹⁵ 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.

^{16 &}quot;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.

¹⁷ "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.

¹⁸ 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.

benefit or to avoid an obligation;

- (iii) "Collusive practice" 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" 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

-

¹⁹ "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.

²⁰ a "party" refers to a participant in the procurement process or contract execution.

permit the Purchaser, any organization or person appointed by the Purchaser and/or any relevant RGoB agency to inspect their accounts and records and other documents relating to their Bid submission and contract performance and to have them audited by auditors appointed by the Purchaser;

- (e) requires that Bidders, as a condition of admission to eligibility, execute and attach to their bids an Integrity Pact Statement in the form provided in Section IV, Bidding Forms as specified in the BDS. Failure to provide a duly executed Integrity Pact Statement may result in disqualification of the Bid; and
- (f) will report any case of corrupt, fraudulent, collusive, coercive or obstructive practice to the relevant RGoB agencies, including but not limited to the Anti-corruption Commission (ACC) of Bhutan, for necessary action in accordance with the statutes and provisions of the relevant agency.
- 2.2 Furthermore, Bidders shall be aware of the provision stated in Sub-Clause 36.1 (a) (iii) of the General Conditions of Contract.

7 Eligible Bidders

- 7.1 A Bidder, and all parties constituting the Bidder, may have the nationality of any country, subject to the restrictions specified in Section V, Eligible Countries. A Bidder shall be deemed to have the nationality of a country if the Bidder is a citizen or is constituted, incorporated, or registered and operates in conformity with the provisions of the laws of that country. This criterion shall also apply to the determination of the nationality of proposed subcontractors or suppliers for any part of the Contract including Related Services.
- 7.2 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:
 - (d) are associated, or have been associated in the past, with a firm or any of its affiliates which has been engaged by the Purchaser to provide consulting services for the preparation of the design, specifications and/or other documents to be used for the procurement of the Goods to be purchased pursuant to these Bidding Documents, or
 - (b) submit more than one Bid in this bidding process, except for alternative offers permitted under ITB Clause 15.

- However, this does not limit the participation of subcontractors in more than one Bid.
- (c) employ or otherwise engage, either directly or through any of their affiliates, a spouse, dependent or close relative of a public servant of the RGoB who either is employed by the Purchaser or has an authority over it. For the purposes of this Sub-Clause a close relative is defined as immediate family which includes father, mother, brother, sister, spouse and own children.
- 7.3 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.
- 7.4 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.
- 7.5 Bidders shall provide such evidence of their continued eligibility satisfactory to the Purchaser as the Purchaser shall reasonably request.

8 Exclusion of Bidders

- 4.1 A Bidder shall be excluded from participating in this bidding process under the following circumstances:
 - (a) as a matter of law or official regulation, RGoB prohibits commercial relations with the country in which the Bidder is constituted, incorporated or registered; or
 - (e) 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
 - (f) he is insolvent or is in receivership or is a bankrupt or is in the process of being wound up; or has entered into an arrangement with creditors; or
 - (d) his affairs are being administered by a court, judicial officer or appointed liquidator; or
 - (e) he has suspended business or is in any analogous situation arising from similar procedures under the laws and regulations of his country of establishment; or
 - (f) he has been found guilty of professional misconduct by a recognized tribunal or professional body; or
 - (g) he has not fulfilled his obligations with regard to the payment of taxes, social security or other payments due in

- accordance with the laws of the country in which he is established or of the Kingdom of Bhutan; or
- (h) he is guilty of serious misrepresentation in supplying information in his tender; or
- (i) he has been convicted for fraud and/or corruption by a competent authority; or
- (j) he has not fulfilled any of his contractual obligations with the Purchaser in the past.
- (k) he has been debarred from participation in public procurement by any competent authority as per law.

5. Eligible Goods and Related Services

- 5.3 All the Goods and Related Services to be supplied under the Contract may have their origin in any country in accordance with Section V, Eligible Countries.
- 5.4 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.

H. Contents of Bidding Documents

6. Parts of Bidding Documents

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

PART 1 Bidding Procedures

- Section I. Instructions to Bidders (ITB)
- Section II. Bid Data Sheet (BDS)
- Section III. Evaluation and Qualification Criteria
- Section IV. Bidding Forms
- Section V. Eligible Countries

PART 2 Supply Requirements

• Section VI. Schedule of Supply

PART 3 Contract

- Section VII. General Conditions of Contract (GCC)
- Section VIII. Special Conditions of Contract (SCC)
- Section IX. Contract Forms
- 7.1 The Invitation for Bids issued by the Purchaser is not part of

7. General

Information

the Bidding Documents.

- 7.2 The Purchaser is not responsible for the completeness of the Bidding Documents and their addenda, if any, if these were not obtained directly from the Purchaser.
- 7.3 The Bidder is expected to examine all instructions, forms, terms and specifications in the Bidding Documents. Failure to furnish all information or documentation required by the Bidding Documents may result in the rejection of the Bid.

8. Clarification of Bidding Documents

- 8.1 Bidders shall not be allowed to seek any clarification of the Bidding Documents in person or by telephone or other verbal means.
- 8.2 A prospective Bidder requiring any clarification of the Bidding Documents shall notify the same to the Purchaser in writing at the Purchaser's address specified in the BDS;
- 8.3 The Purchaser shall respond in writing to any such request for clarification, provided that it is received no later than fifteen (15) days prior to the deadline for submission of Bids. Copies of the Purchaser's response shall be forwarded to all those who have acquired the Bidding Documents directly from the Purchaser, including a description of the enquiry without disclosing the name of the Bidder(s) seeking clarification. Should the Purchaser deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure under ITB Clause 9 and ITB Sub-Clause 27.2; and
- 8.4 A pre-bid meeting shall be conducted only if strictly necessary to clarify doubts and concerns of the Bidders prior to submission of Bids. Minutes of the pre-bid meeting shall be circulated to all Bidders that have purchased Bidding Documents.

9. Amendment of Bidding Documents

- 9.1 At any time prior to the deadline for submission of Bids the Purchaser may amend the Bidding Documents by issuing an addendum. This may be done either on the Purchaser's own initiative or in response to a clarification request from a prospective Bidder.
- 9.2 Any addendum thus issued shall be part of the Bidding Documents and shall be communicated in writing to all who have obtained the Bidding Documents directly from the Purchaser.Such addendum shall be binding on the prospective Bidders, and shall require that prospective Bidders confirm receipt of it before the time established for the opening of Bids;
- 9.3 The Purchaser may, at its discretion, extend the deadline for

submission of Bids pursuant to ITB Sub-Clause 27.2 to allow prospective Bidders reasonable time in which to take the addendum into account in preparation of their Bids.

I. Preparation of Bids

10. Cost of Bidding

10.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Purchaser shall not be responsible or liable for those costs, regardless of the conduct or outcome of the Bidding process.

11. Language of Bid

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

12. Documents Comprising the Bid

12.1 The Bid shall comprise the following:

- (a) Bid Submission Sheet and the applicable Price Schedules in accordance with ITB Clauses 13, 14, 16 and 18;
- (b) Bid Security, in accordance with ITB Clause 24;
- (c) Written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB Clause 25;
- (d) Documentary evidence in accordance with ITB Clause 19 establishing the Bidder's eligibility to bid;
- (e) Documentary evidence in accordance with ITB Clause 20 that the Goods and Related Services to be supplied by the Bidder are of eligible origin;
- (g) Documentary evidence in accordance with ITB Clauses 21 and 33 that the Goods and Related Services conform to the Bidding Documents;
- (g) Documentary evidence in accordance with ITB Clause 22 establishing the Bidder's qualifications to perform the contract if its Bid is accepted;
- (h) Alternative Bids, if permissible, in accordance with ITB Clause 15;
- (i) Documentary evidence or certified statements that the Bidder is not in any of the exclusion categories stipulated in ITB Sub-Clause 4.1;
- (j) Integrity Pact Statement, in accordance with ITB Sub-

Clause 2.1 (e) as specified in BDS; and

(k) Any other document required in the BDS.

13. Bid Submission Sheet

13.2 The Bidder shall submit the Bid Submission Sheet using the form furnished in Section IV, Bidding Forms. This form must be completed without any alterations to its format, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.

14. Price Schedules

14.1 The Bidder shall submit the Price Schedules for Goods and Related Services, according to their origin as appropriate, using the forms furnished in Section IV, Bidding Forms.

15. Alternative Bids

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

16. Bid Prices and Discounts

- 16.1 The prices and discounts quoted by the Bidder in the Bid Submission Sheet and in the Price Schedules shall conform to the requirements specified below.
- 16.2 All lots and items in the Schedule of Supply must be listed and priced separately in the Price Schedules.
- 16.3 The price to be quoted in the Bid Submission Sheet shall be the total price of the Bid excluding any discounts offered.
- 16.4 The Bidder shall quote any unconditional discounts and the methodology for their application in the Bid Submission Sheet.
- 16.5 The terms EXW, CIF, CIP and other similar terms shall be governed by the rules prescribed in the current edition of Incoterms, published by The International Chamber of Commerce as specified in the BDS.
- 16.6 Unless otherwise stated in the BDS, Prices shall be quoted inclusive of all applicable taxes and levies, insurance, transportation, handling costs and any other associated cost to fulfill the contractual obligations, as specified in the Price Schedule forms for Goods and related services included in Section IV Bidding Forms. However to avail margin of preference, prices shall be quoted as specified in the Price Schedule for Goods Manufactured in Bhutan in section IV Bidding Forms.. The disaggregation of price components shall be solely for the purpose of facilitating the comparison of Bids by the Purchaser. This shall not in any way limit the Purchaser's right to contract on any of the terms offered. In quoting prices the Bidder shall be free to use transportation through carriers registered in any eligible country, in accordance with Section V, Eligible Countries. Similarly, the Bidder may obtain insurance services from any eligible country in accordance with Section V, Eligible Countries. Prices shall be entered in the following manner:

- (a) For goods manufactured in Bhutan:
 - (i) the price of the Goods quoted EXW (ex works, ex factory, ex warehouse, ex showroom, or offthe-shelf, as applicable), including all Customs duties and sales and other taxes already paid or payable on the components and raw material used in the manufacture or assembly of the Goods;
 - (ii) any Bhutan sales and other taxes which will be payable on the Goods if the contract is awarded to the Bidder; and
 - (iii) the price for inland transportation, insurance and other local services required to deliver the Goods to their final destination (Project Site) specified in the BDS.
 - (c) for Related Services, other than inland transportation and other services required to convey the Goods to their final destination, whenever such Related Services are specified in the Schedule of Supply:
 - (i) the price of each item comprising the Related Services (inclusive of any applicable taxes).
- 16.7 If so indicated in ITB Sub-Clause 1.1, Bids are being invited for individual items, lots or packages. Unless otherwise indicated in the BDS, prices quoted shall correspond to one hundred percent (100%) of the items specified for each lot and to one hundred percent (100%) of the quantities for each item of a lot. Bidders wishing to offer any price reduction (discount) for the award of more than one Contract shall specify in their Bid the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Price reductions or discounts shall be submitted in accordance with ITB Sub-Clause 16.4, provided the Bids for all lots are submitted and opened at the same time.

17. Price Variation

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

adjustment shall be treated as zero.

18. Currencies of Bid 18.1

- 18.1 The unit rates and prices shall be quoted by the Bidder entirely in Ngultrum (Nu). Foreign currency requirements shall be indicated and shall be payable at the option of the Bidder in up to three foreign currencies. In case of International procurement, bidders may express the unit rates and prices in fully convertible currency. If the bidders wish to be paid in a combination of amounts in different currencies, it may quote its price accordingly up to three foreign currencies.
- 18.2 The rates of exchange to be used in arriving at the local currency equivalent shall be the selling rates for similar transactions established by RMA on the day of bid opening. These exchange rates shall apply for all payments so that no exchange risk shall be borne by the Bidder.
- 18.3 Bids shall be evaluated as quoted in Ngultrum (NU) in accordance with ITB Sub-Clause 18.1, unless a Bidder has used different exchange rates than those prescribed in ITB Sub-Clause 18.2, in which case the Bid shall be first converted into the amounts payable in different currencies using the rates quoted in the Bid and then reconverted to Ngultrum (NU) using the exchange rates prescribed in ITB Sub-Clause 18.2.
- 18.4 Bidders shall indicate details of their expected foreign currency requirements in the Bid.
- 18.5 Bidders may be required by the Employer to clarify their foreign currency requirements and to substantiate that the amounts included in the rates and prices if required in the BDS, are reasonable and responsive to ITB Sub-Clause 18.1.
- 18.6 In case of International Procurement from countries other than India, the procuring agency may invite bids in convertible currencies. The bids shall however, be evaluated in accordance with Sub-Clause 18.3 above, but the payment shall be made in the currency of bid.
- 19. Documents
 Establishing the
 Eligibility of the
 Bidder
- 19.1 To establish their eligibility in accordance with ITB Clause 3, Bidders shall complete the Bid Submission Sheet included in Section IV, Bidding Forms.
- 20. Documents
 Establishing the
 Eligibility of the
 Goods and
 Related Services
- 20.1 To establish the eligibility of the Goods and Related Services in accordance with ITB Clause 5, Bidders shall complete the country of origin declarations in the Price Schedule Forms included in Section IV, Bidding Forms.
- 21. Documents
 Establishing the
 Conformity of
 the Goods and
 Related Services
- 21.1 To establish the conformity of the Goods and Related Services to the Bidding Documents, the Bidder shall furnish as part of its Bid documentary evidence that the Goods conform to the technical specifications and standards

specified in Section VI, Schedule of Supply.

- 21.2 The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item by item description of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to the technical specifications and, if applicable, a statement of deviations and exceptions to the provisions of the Schedule of Supply.
- 21.3 The Bidder shall also furnish a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods during the period specified in the BDS following commencement of the use of the Goods by the Purchaser.
- 21.4 Standards for workmanship, process, material and equipment, as well as references to brand names or catalogue numbers specified by the Purchaser in the Schedule of Supply, are intended to be descriptive only and not restrictive. The Bidder may offer other standards of quality, brand names and/or catalogue numbers, provided that it demonstrates to the Purchaser's satisfaction that the substitutions ensure equivalence or are superior to those specified in the Schedule of Supply.
- 22. Documents
 Establishing the
 Qualifications of
 the Bidder
- 22.2 The documentary evidence of the Bidder's qualifications to perform the contract if its Bid is accepted shall establish to the Purchaser's satisfaction:
 - (a) that, if required by the BDS, a Bidder that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer's Authorization using the form included in Section IV, Bidding Forms to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in Bhutan:
 - (b) that, if required in the BDS, in the case of a Bidder not doing business within Bhutan, the Bidder is or will be (if awarded the Contract) represented by an agent in Bhutan equipped and able to carry out the Supplier's maintenance, repair and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications;
 - (c) that Bids submitted by a Joint Venture, Consortium or Association (JV/C/A) of two or more firms as partners comply with the following requirements:
 - (i) the Bid is signed so as to be legally binding on

all partners;

- (ii) all partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms:
- (iii) one of the partners is nominated as being in charge, authorized to incur liabilities, and to receive instructions for and on behalf of any and all partners of the JV/C/A;
- (iv) the execution of the entire Contract, including payment, shall be done exclusively with the partner in charge; and
- (v) a copy of the JV/C/A Agreement entered into by the partners is submitted with the Bid; or a Letter of Intent to execute a JV/C/A Agreement in the event of a successful Bid is signed by all partners and submitted with the Bid, together with a copy of the proposed Agreement.
- (d) that the Bidder meets each of the qualification criteria specified in Section III, Evaluation and Qualification Criteria.

of Bids

- **23. Period of Validity** 23.1 Bids shall remain valid for the period specified in the BDS from the Bid submission deadline prescribed by the Purchaser. A Bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.
 - 23.2 In exceptional circumstances, prior to expiry of the Bid validity period, the Purchaser may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing. The Bid Security shall also be extended for a corresponding period. A Bidder may refuse the request to extend the validity of its Bid without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its Bid, except as provided in ITB Sub-Clause 23.3
 - 23.3 In the case of fixed price contracts, if the award is delayed by a period exceeding sixty (60) days beyond the expiry of the initial Bid validity, the Contract price shall be adjusted as specified in the request for extension. Bid evaluation shall be based on the Bid Price without taking into consideration the above correction.

24. Bid Security

- 24.1 The Bidder shall furnish, as part of its Bid, a Bid Security in original form, denominated in Ngultrum or a freely convertible currency and in the amount specified in the BDS.
- 24.2 The Bid Security shall:
 - (a) at the Bidder's option, be in any of the following forms:

- (i) an Unconditional Bank Guarantee; or
- (ii) a Banker's Certified Cheque/Cash Warrant; or
- (iii) a Demand Draft;
- (g) 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.
- (h) in the case of a bank guarantee, be substantially in accordance with the form of Bid Security included in Section IV, Bidding Forms, or other form approved by the Purchaser prior to Bid submission;
- (i) be promptly payable upon written demand by the Purchaser in case any of the conditions listed in ITB Sub-Clause 24.6 are invoked:
- (j) be submitted in its original form; copies shall not be accepted;
- (k) remain valid for a period of thirty (30) days beyond the end of the validity period of the Bid, as extended, if applicable, in accordance with ITB Sub-Clause 23.2.
- 24.3 Any Bid not accompanied by a responsive Bid Security shall be rejected by the Purchaser as non-responsive.
- 24.4 The Bid Securities of unsuccessful Bidders shall be discharged/returned as promptly as possible upon award of contract, but in any event not later than thirty (30) days after the expiration of the period of bid validity prescribed by the procuring agency and the successful Bidder furnishing the Performance Security pursuant to ITB Clause 47.
- 24.5 The Bid Security of the successful Bidder shall be returned as promptly as possible after the successful Bidder has signed the Contract and furnished the required Performance Security.
- 24.6 The Bid Security shall be forfeited:
 - (a) if a Bidder withdraws its Bid during the period of Bid validity specified by the Bidder on the Bid Submission Sheet, except as provided in ITB Sub-Clause 23.2; or
 - (b) if the successful Bidder fails to:
 - (i) sign the Contract in accordance with ITB Clause 46;
 - (ii) furnish a Performance Security in accordance with ITB Clause 47; or
 - (iii) accept the correction of its Bid Price pursuant to

ITB Sub-Clause 34.4

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

25. Format and Signing of Bid

- 25.1 The Bidder shall prepare ONE Original of the documents comprising the Bid as described in ITB Clause 12 and clearly mark it "ORIGINAL." In addition, the Bidder shall submit copies of the Bid, in the number specified in the BDS, and clearly mark them "COPY." In the event of any discrepancy between the original and the copies, the original shall prevail.
- 25.2 The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder.
- 25.3 Any interlineations, erasures or overwriting shall be valid only if they are signed or initialed by the person signing the Bid.

J. Submission and Opening of Bids

26.Submission, Sealing and Marking of Bids

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

26.2 The inner envelopes shall:

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

26.3 The outer envelope shall:

- (a) be marked "Confidential";
- (b) be addressed to the Purchaser at the address²¹ provided in the BDS;
- (c) bear the name and identification number of the Contract as defined in the BDS; and
- (d) Provide a warning not to open before the specified time and date for Bid Opening as defined in the BDS.

²¹ 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.

- 26.4 In addition to the identification required in ITB Sub-Clause 26.2, the inner envelopes shall indicate the name and address of the Bidder, to enable the Bid to be returned unopened in case it is declared late pursuant to ITB Clause 28.
- 26.5 If the outer envelope is not sealed and marked as above, the Purchaser shall assume no responsibility for the misplacement or premature opening of the Bid.
- 26.6 In the Two-Stage Process, Bidders shall be advised to submit only the technical proposal in the first stage. In the second stage, Bidders shall be requested to submit both their technical proposals as modified and agreed with the Purchaser and the financial proposals based on the modified technical proposal simultaneously in two separate sealed envelopes.
- 26.7 When so specified in the BDS Bidders shall have the option of submitting their Bids electronically. Bidders submitting Bids electronically shall follow the procedures specified in the BDS.

27. Deadline for Submission of Bids

- 27.1 Bids shall be delivered by hand, courier or registered post to the Purchaser at the address and no later than the date and time indicated in the BDS.
- 27.2 The Purchaser may, at its discretion, extend the deadline for the submission of Bids by amending the Bidding Documents in accordance with ITB Clause 9, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

28. Late Bids

- 28.1 The Purchaser shall not consider any Bid that arrives after the deadline for submission of Bids. Any Bid received by the Purchaser after the deadline for submission of Bids shall be declared late, rejected, and returned unopened to the Bidder.
- 29. Withdrawal, Substitution and Modification of Bids
- 29.1 A Bidder may withdraw, substitute or modify its Bid after it has been submitted by sending a written notice in accordance with ITB Clause 26, duly signed by an authorized representative, and shall include a copy of the authorization (the power of attorney) in accordance with ITB Sub-Clause 25.2, (except that withdrawal notices do not require copies). The corresponding substitution or modification of the Bid must accompany the respective written notice. All notices must be:
 - (a) submitted in accordance with ITB Clauses 25 and 26 (except that withdrawal notices do not require copies) and, in addition, the respective envelopes shall be clearly marked "WITHDRAWAL", "SUBSTITUTION" or "MODIFICATION;" and
 - (b) received by the Purchaser prior to the deadline

prescribed for submission of Bids, in accordance with ITB Clause 27.

- 29.2 Bids requested to be withdrawn in accordance with ITB Sub-Clause 29.1 shall be returned unopened to the Bidders.
- 29.3 No Bid may be withdrawn, substituted or modified in the interval between the deadline for submission of Bids and the expiry of the period of Bid validity specified by the Bidder on the Bid Submission Sheet or any extension thereof.
- 29.4 Withdrawal of a bid between the deadline for submission of bids and expiration of the period of bid validity specified in the BDS or as extended pursuant to Clause 23.1, may result in the forfeiture of the Bid Security pursuant to Clause 24.6. If the lowest or the lowest evaluated bidder withdraws his bid between the periods specified in this clause, the bid security of the bidder shall be forfeited and in addition, the bidder shall pay to the employer the positive difference of sum, if any, with the next lowest bidder within fourteen (14) days of his withdrawal. If the bidder fails to pay the difference within the said date, the bidder shall be debarred by a competent authority as per law. In the case of framework contracts, the bid security shall be forfeited and the supply of the particular item will be re-tendered.

30. Bid Opening

- 30.1 The Purchaser shall conduct the Bid Opening in public, in the presence of Bidders' designated representatives who choose to attend, and at the address, date and time specified in the BDS. Any specific electronic Bid Opening procedures required if electronic bidding is permitted in accordance with ITB Sub-Clause 26.7 shall be as specified in the BDS.
- 30.2 Bidders, their representatives and other attendees at the Bid Opening shall not be permitted to approach any members of the Bid Opening Committee or any RGoB officials.
- 30.3 First, envelopes marked "WITHDRAWAL" shall be opened and read out and the envelope with the corresponding Bid shall not be opened, but shall be returned to the Bidder. No Bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at Bid Opening. Next, envelopes marked "SUBSTITUTION" shall be opened and read out and exchanged with the corresponding Bid being substituted. The substituted Bid shall not be opened, but shall be returned to the Bidder. No Bid substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and Opening. Envelopes out at Bid "MODIFICATION" shall be opened and read out with the corresponding Bid. No Bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Bid Opening. Only envelopes that are opened and read out at

Bid Opening shall be considered further.

- 30.4 All other envelopes shall be opened one at a time. The Bidders' names, the Bid prices, the total amount of each Bid and of any alternative Bid (if alternatives have been requested or permitted), any discounts, Bid withdrawals, substitutions or modifications, the presence or absence of Bid Security, responses to any Bidding Documents addenda, and such other details as the Purchaser may consider appropriate shall be announced by the Purchaser at the Bid Opening. This information also shall be written on a notice board for the public to copy. Any Bid price, discount or alternative Bid price not announced and recorded shall not be taken into account in Bid evaluation. No Bid shall be rejected at Bid Opening except for late Bids pursuant to ITB Clause 28. Substitution Bids and modifications submitted pursuant to ITB Clause 29 that are not opened and read out at Bid Opening shall not be considered for further evaluation regardless of the circumstances. Late, withdrawn and substituted Bids shall be returned unopened to Bidders.
- 30.5 The Purchaser shall prepare a record of the Bid Opening, which shall include the information disclosed to those present in accordance with ITB Sub-Clause 30.4. The minutes shall include, as a minimum:
 - (a) the Contract title and reference number;
 - (b) the Bid number;
 - (c) the Bid deadline date and time;
 - (d) the date, time and place of Bid Opening;
 - (e) Bid prices, per lot if applicable, offered by the Bidders, including any discounts and alternative offers;
 - (f) the presence or absence of Bid Security and, if present, its amount;
 - (g) the name and nationality of each Bidder, and whether there is a withdrawal, substitution or modification:
 - (h) the names of attendees at the Bid Opening, and of the Bidders they represent (if any);
 - (i) details of any complaints or other comments made by attendees/representatives attending the Bid Opening, including the names and signatures of the attendees/representatives making the complaint(s) and/or comment(s); and
 - (j) the names, designations and signatures of the members of the Bid Opening Committee.

The Bidders' representatives and attendees who are present

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

Evaluation and Comparison of Bids

31. Confidentiality

- 31.1 Information relating to the examination, evaluation, comparison and postqualification Bids, recommendation of Contract Award, shall not be disclosed to Bidders or any other persons not officially concerned with such process until publication of the Contract Award.
- 31.2 Any effort by a Bidder to influence the Purchaser in the examination, evaluation, comparison and postqualification of the Bids or Contract Award decisions may result in the rejection of its Bid.
- 31.3 Notwithstanding ITB Sub-Clause 31.2, from the time of Bid Opening to the time of Contract Award, if any Bidder wishes to contact the Purchaser on any matter related to the bidding process, it should do so in writing.

32. Clarification of **Bids**

32.1 To assist in the examination, evaluation, comparison and postqualification of the Bids, the Purchaser may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder that is not in response to a request by the Purchaser shall not be considered. The Purchaser's request for clarification and the response shall be in writing. No change in the prices or substance of the Bid shall be sought, offered or permitted, except to confirm the correction of arithmetic errors discovered by the Purchaser in the evaluation of the Bids, in accordance with ITB Clause 34.

Bids

- **33. Responsiveness of** 33.1 The Purchaser's determination of a Bid's responsiveness shall be based on the contents of the Bid itself, and is to determine which of the Bids received are responsive and thereafter to compare the responsive Bids against each other to select the lowest evaluated Bid.
 - 33.2 A substantially responsive Bid is one that conforms to all the terms, conditions and specifications of the Bidding Documents without material deviation, reservation or omission. A material deviation, reservation or omission is one that:
 - affects in any substantial way the scope, quality or (a) performance of the Goods or Related Services required; or
 - limits in any substantial way inconsistent with the (b) Bidding Documents, the Purchaser's rights or the Bidder's obligations under the Contract; or

- (c) if rectified would affect unfairly the competitive position of other Bidders presenting responsive Bids
- 33.3 If a Bid is not substantially responsive to the Bidding Documents it shall be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation or omission.

34. Nonconformities, Errors and Omissions

- 34.1 Provided that a Bid is substantially responsive, the Purchaser may waive any non-conformities or omissions in the Bid that do not constitute a material deviation.
- 34.2 Provided that a Bid is substantially responsive, the Purchaser may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.
- 34.3 Provided that the Bid is substantially responsive, the Purchaser shall correct arithmetical errors on the following basis:
 - (a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected;
 - (b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
 - (c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to ITB Sub-Clauses 34.3 (a) and (b) above.
- 34.4 If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be disqualified and its Bid Security shall be forfeited.

35. Preliminary Examination of Bids

35.1 The Purchaser shall examine the Bids to confirm that all documents and technical documentation requested in ITB Clause 12 have been provided, and to determine the completeness of each document submitted.

- 35.2 The Purchaser shall confirm that the following documents and information have been provided in the Bid. If any of these documents or information is missing, the offer shall be rejected.
 - (a) Bid Submission Sheet, in accordance with ITB Sub-Clause 12.1 (a);
 - (b) Price Schedules, in accordance with ITB Sub-Clause 12.1 (a);
 - (c) Bid Security, in accordance with ITB Clause 24.

36. Examination of Terms and Conditions; Technical Evaluation

- 36.1 The Purchaser shall examine the Bid to confirm that all terms and conditions specified in the GCC and the SCC have been accepted by the Bidder without any material deviation or reservation.
- 36.2 The Purchaser shall evaluate the technical aspects of the Bid submitted in accordance with ITB Clause 21, to confirm that all requirements specified in Section VI, Schedule of Supply of the Bidding Documents have been met without any material deviation or reservation.
- 36.3 If, after the examination of the terms and conditions and the technical evaluation, the Purchaser determines that the Bid is not substantially responsive in accordance with ITB Clause 33, it shall reject the Bid.

37. Conversion to Single Currency

37.1 For evaluation and comparison purposes, the Purchaser shall convert all Bid prices expressed in amounts in various currencies into a single currency and using the exchange rates specified in the BDS.

38. Margin of Preference

38.1 A margin of preference may apply to domestic goods manufactured in Bhutan as provided for in the BDS. To avail a margin of preference, the bidder shall provide a value addition certificate from the Ministry of Economic Affairs.

39.Evaluation of Bids

- 39.1 The Purchaser shall evaluate each Bid that has been determined, up to this stage of the evaluation, to be substantially responsive.
- 39.2 To evaluate a Bid, the Purchaser shall only use all the factors, methodologies and criteria defined in this ITB Clause 39. No other criteria or methodology shall be permitted.
- 39.3 To evaluate a Bid, the Purchaser shall consider the following:
 - (a) evaluation shall be done for Items or Lots, as specified in the BDS;
 - (b) the Bid Price, as quoted in accordance with ITB Clause 16;
 - (c) price adjustment for correction of arithmetic errors in

accordance with ITB Clause 34.3;

- (d) price adjustment due to discounts offered in accordance with ITB Clause 16.4;
- (e) adjustments due to the application of the evaluation criteria specified in the BDS from amongst those set out in Section III, Evaluation and Qualification Criteria; and
- (f) adjustments due to the application of a margin of preference, in accordance with ITB Clause 38, if applicable.
- 39.4 The Purchaser's evaluation of a Bid shall exclude and not take into account:
 - (a) in the case of Goods manufactured in Bhutan, sales and other similar taxes which will be payable on the Goods if the Contract is awarded to the Bidder;
 - (c) in the case of Goods manufactured outside Bhutan, already imported or to be imported, Customs duties and other import taxes levied on the imported Goods, sales and other similar taxes which will be payable on the Goods if the Contract is awarded to the Bidder; and
 - (c) any allowance for price adjustment during the period of execution of the Contract, if provided in the Bid.
- 39.5 The Purchaser's evaluation of a Bid may require the consideration of other factors in addition to the Bid Price quoted in accordance with ITB Clause 16. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of Bids, unless otherwise specified in Section III, Evaluation and Qualification Criteria. The factors, criteria and the methodology of application shall be as specified in ITB Sub-Clause 39.3 (e).
- 39.6 If so specified in the BDS, these Bidding Documents shall allow Bidders to quote separate prices for one or more lots, and shall allow the Purchaser to award one or multiple lots to more than one Bidder. The methodology of evaluation to determine the lowest evaluated lot combinations is specified in Section III, Evaluation and Qualification Criteria.

40. Comparison of Bids

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

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

41.Postqualification of the Bidder

- 41.3 The Purchaser shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated and substantially responsive Bid is qualified to perform the Contract satisfactorily.
- 41.4 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 22.
- 41.3 An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the Bid, in which event the Purchaser shall proceed to the next lowest evaluated Bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.
- 42.Purchaser's Right to Accept Any Bid, and to Reject Any or All Bids
- 42.1 The Purchaser reserves the right to accept or reject any Bid, and to annul the bidding process and reject all Bids at any time prior to Contract award, without thereby incurring any liability to Bidders.

L. Award of Contract

43.Award Criteria

43.1 The Purchaser shall award the Contract to the Bidder whose offer has been determined to be the lowest evaluated Bid and is substantially responsive to the Bidding Documents, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

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

44.1 At the time the Contract is awarded, the Purchaser reserves the right to increase or decrease the quantity of Goods and Related Services originally specified in Section VI,

Schedule of Supply, provided this does not exceed the percentages indicated in the BDS, and without any change in the unit prices or other terms and conditions of the Bid and the Bidding Documents.

45.Notification of Award

- 45.1 Prior to expiry of the period of Bid validity, the Purchaser shall notify the successful Bidder, in writing, that its Bid has been accepted.
- 45.6 Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.
- 45.7 Upon the successful Bidder furnishing the signed Contract Form and the Performance Security pursuant to ITB Clause 47 the Purchaser:
 - (c) shall promptly notify each unsuccessful Bidder and discharge its Bid Security, pursuant to ITB Sub-Clause 24.4; and
 - (d) publish a notification of award on the Purchaser's website.
- 45.8 The notifications to all unsuccessful Bidders and the notification posted on the Purchaser's website shall include the following information:
 - (d) the Bid and lot numbers;
 - (e) name of the winning Bidder, and the price it offered, as well as the duration and summary scope of the Contract awarded; and
 - (f) the date of the award decision.
- 45.9 After publication of the award, unsuccessful Bidders may request in writing to the Purchaser for a debriefing seeking explanations of the grounds on which their Bids were not selected. The Purchaser shall promptly respond in writing to any unsuccessful Bidder who, after publication of contract award, requests a debriefing.

48 Signing of Contract

- 46.1 At the same time as notifying the successful Bidder in writing that its Bid has been accepted the Purchaser shall send the successful Bidder the Contract Agreement and the Special Conditions of Contract.
- 46.2 Within fifteen (15) days of receipt of the Contract Agreement the successful Bidder shall sign, date and return it to the Purchaser.
- 46.3 Notwithstanding ITB Sub-Clause 46.2 above, in case signing of the Contract Agreement is prevented by any export restrictions attributable to the Purchaser, to Bhutan, or to the use of the products/Goods, systems or services to

be supplied, where such export restrictions arise from trade regulations from a country supplying those products/Goods, systems or services, the Bidder shall not be bound by its Bid, always provided, however, that the Bidder can demonstrate to the satisfaction of the Purchaser that signing of the 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.

49 Performance Security

- 47.1 Within fifteen (15) working days of the receipt of notification of award from the Purchaser, the Bidder shall submit the Performance Security in accordance with the GCC, using for that purpose any of the following security forms:
 - (a) unconditional bank guarantee in the form provided for in Section IX, Contract Forms, or another form acceptable to the Purchaser, or
 - (b) banker's certified cheque/cash warrant, or
 - (c) demand draft.
- 47.2 If the Performance Security is provided by the successful Bidder in the form of a demand bank guarantee it shall be issued, at the Bidder's option, by a financial institution located in Bhutan.
- 47.3 Failure by the successful Bidder to submit the abovementioned 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.

Section II. Bid Data Sheet

A. Introduction					
ITB 1.1	The Purchaser is: [Project Manager, Pemagatshel Dzong Construction Project, Pemagatshel Denchi]				
ITB 1.1	The name, identification number and number of lots within this procurement are: Supply of Electrical for the fiscal Year 2017-2018.				
	B. Bidding Documents				
ITB 8.2	For <u>clarification of Bid purposes</u> only, the Purchaser's address is:				
	Attention: [Project Manager, Pemagatshel Dzong Construction Project, Pemagatshel Denchi]				
	Address: PDCP, Denchi, Pemagatshel, Bhutan				
	Facsimile number: +975-07-471341/17697328				
	Electronic mail address: [lhatendorji@hotmail.com]				
	C. Preparation of Bids				
ITB 11.1	The language of the Bid is: English				
ITB 12.1 (k)	The Bidder shall submit with its Bid the following additional documents: 1. Copy of Valid Trade License, Tax Clearance Certificate etc.				
	2. Power of attorney letter if the bid is signed by other than the proprietor himself/herself to ensure legality of the bidding process.				
ITB 12.1 (j)	The bidders shall submit a signed Integrity Pact: Yes (Without signed IP, Bid will be rejected). The IP has to be signed by the propreiter or the authorized representative.				
ITB 15.1	Alternative Bids shall not be permitted.				
ITB 16.5	The Incoterms edition is:2014				
ITB 16.6 (a) (iii), (b) (ii) and (c) (v)	The final destination (Project Site) is: Pemagatshel Dzong Construction Project, Denchi Pemagatshel.				
ITB 17.1	The prices quoted by the Bidder shall not be adjustable and should be inclusive of all taxes, duties. 2% TDS will be deducted from the total bill amount and shall be remitted to RRCO.				

ITB 18.1	The Bidder is required to quote in Ngultrum (BTN) the portion of the Bid Price that corresponds to expenditures incurred in Ngultrum (BTN) in Bhutan.				
ITB 21.3	The period of time for which the Goods are expected to be functioning (for the purpose of spare parts, special tools, etc) is One Year.				
ITB 22.1 (a) Manufacturer's authorization is not required.					
ITB 22.1 (b)	After sales maintenance, repair, spare parts stocking and related services are not required, and the Bidder therefore is not required to be represented by a suitably equipped and able agent in Bhutan.				
ITB 23.1	The Bid validity period shall be 60 days.				
ITB 24.1	The amount and currency of the Bid Security is Nu. 100, 000 for supply of Electrical items.				
	Bid security of the successful bidder will be retained with the Pemagatshel Dzong Construction Project as performance security deposit and shall be released at the end of the contract period. (after one year) Please submit the Bid Security in the form of Cash Warrant/Demand Draft in favour of the Project Manager, Pemagatshel Dzong Construction Project.				
	D. Submission and Opening of Bids				
ITB 25.1 and 26.1	In addition to the original of the Bid, the number of copies is: One original and One copy. Both the original and copy should be identical (Includes full Standard Bidding Documents, Bill of Quantities, Addendum if any, Historical). If the original & copy documents are not identical, the bid shall be rejected.				
ITB 26.3 (d)	The name and identification number of the Contract is Supply of Electrical items.				
ITB 26.3 (e)	The time and date for Bid Opening is [2 PM] Bhutan time on [17 th , August and 2017].				
ITB 26.7	Bidders shall not have the option of submitting their Bids electronically.				
ITB 27.1	For Bid submission purposes, the Purchaser's address is:				
Attention: Project Manager, Pemagatshel Dzong Construction Project Manager					
	Address: Denchi, Pemagatshel Bhutan.				
	The deadline for the submission of Bids is: Date: 17 th , August 2017 Time; before 1:30 PM Bhutan time.				

ITB 30.1	The Bid Opening shall take place at:
	Address: Conference hall of Pemagatshel Dzong Construction Project office, Pemagatshel Bhutan.
	Date: 17th, August 2017
	Time: 2 PM Bhutan time.
	E. Evaluation and Comparison of Bids
ITB 37.1	Bid prices expressed in different currencies shall be converted into Ngultrum (BTN).
	The source of exchange rates shall be the Royal Monetary Authority of Bhutan.
	The date for the exchange rates shall be the date of Bid Opening, as prescribed in ITB Sub-Clause 30.1.
ITB 38.1	A margin of five percent (5%) Domestic Preference [shall or shall not]-apply.
ITB 39.3 (a)	Evaluation will be done for items Bids will be evaluated for each item and the Contract will comprise the item(s) awarded to the successful Bidder.
ITB 39.3 (e)	The adjustments shall be determined using the following criteria from amongst those set out in Section III, Evaluation and Qualification Criteria: [refer to Schedule III, Evaluation and Qualification Criteria; insert complementary details if necessary]
	(g) Deviation in Delivery schedule: No
	(h) Deviation in payment schedule: No
	(i) The cost of major replacement components, mandatory spare parts, and service: No
	(j) The availability in Bhutan of spare parts and after-sales services for the equipment offered in the Bid; No
	(k) The projected operating and maintenance costs during the life of the equipment; No
	(l) The performance and productivity of the equipment offered: No
ITB 39.6	Bidders shall not be allowed to quote separate prices for one or more lots. [refer to Section III, Evaluation and Qualification Criteria for the evaluation methodology, if appropriate]
	F. Award of Contract
ITB 44.1	The maximum percentage by which quantities may be increased is 10%

against the supply order/work order issued by PDCP office.
The maximum percentage by which quantities may be decreased is 10 %
against the supply order/work order issued by PDCP office.

Section III. Evaluation and Qualification Criteria

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

1. Domestic Preference (ITB 38)

- 1.1 If the Bidding Data Sheet (BDS) so specifies, the purchaser may grant a margin of preference to goods manufactured in the Purcheser's country for the purpose of bid comparision, in accordance with the procedure outlined in subsequent paragraphs:
- 1.2 Bids will be classified in one of the three groups, as follows:
 - d) 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.
 - e) Group B: All other bids offering Goods manufactured in Bhutan
 - f) Group C: Bids offering Goods manufactured ourside 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 losest evaluated bids shall be compared with each other and if, as a result of this comparision, 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 preceeding comparision, 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 comparision only, an amount equal to five (5) percent of the CIF or CIP bid price. The lowest evaluated bid determined form this last comparision shall be selected for the award.

2. Evaluation Criteria (ITB 39.3 (e))

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

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

The Goods are required to be delivered within the acceptable time range (after the earliest and before the final date, both dates inclusive) specified in

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

- (b) Deviation in Payment Schedule. (insert one of the following)
 - (i) Bidders shall state their Bid price for the payment schedule outlined in the SCC. Bids shall be evaluated on the basis of this base price. Bidders are, however, permitted to state an alternative payment schedule and indicate the reduction in Bid Price they wish to offer for such alternative payment schedule. The Purchaser may consider the alternative payment schedule and the reduced Bid Price offered by the Bidder selected on the basis of the base price for the payment schedule outlined in the SCC.

or

- (ii) The SCC stipulates the payment schedule specified by the Purchaser. If a Bid deviates from the schedule and if such deviation is considered acceptable to the Purchaser, the Bid will be evaluated by calculating interest earned for any earlier payments involved in the terms outlined in the Bid as compared with those stipulated in the SCC, at the rate per annum specified in BDS Sub-Clause 39.3 (e).
- (c) Cost of major replacement components, mandatory spare parts, and service. (insert one of the following)
 - (i) The list of items and quantities of major assemblies, components and selected spare parts likely to be required during the initial period of operation specified in BDS Sub-Clause ITB 21.3 is in the List of Goods. An adjustment equal to the total cost of these items, at the unit prices quoted in each Bid, shall be added to the Bid Price, for evaluation purposes only.

 \mathbf{or}

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

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

(e) Projected operating and maintenance costs.

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

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

 \mathbf{or}

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

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

3. Multiple Contracts (ITB 39.6)

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

The Purchaser shall:

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

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

4. Postqualification Requirements (ITB 41.2)

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

(a) Financial Capability

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

(b) Experience and Technical Capacity

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

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

Section IV. Bidding Forms

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Bidder Information Form

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

Date:

	Bid No.:
	Page of pages
1.	Bidder's Legal Name;
2.	In the case of a Joint Venture, Consortium or Association (JV/C/A) legal name of each party:
3.	Bidder's actual or intended Country of Registration:
4.	Bidder's Year of Registration:
5.	Bidder's Legal Address in Country of Registration:
6.	Bidder's Authorized Representative Information
	Name:
	Address:
	Telephone/Fax numbers:
	E-mail Address:
7.	Attached are copies of the following original documents: [check the box(es) of the attached original documents]
	Articles of Incorporation or Registration of firm named in 1 above, in accordance with ITB Sub-Clause 3.1.
	In the case of a JV/C/A, letter of intent to form the JV/C/A, or the JV/C/A agreement, in accordance with ITB Sub-Clause 22.1 (c) (v).
	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.
	Power of attorney authorizing the signatory of the Bid to sign on behalf of the Bidder.

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:

Bid No:

	Did No
	Page of pages
1.	Bidder's Legal Name:
2.	JV/C/A Party's legal name:
3.	JV/C/A Party's Country of Registration:
4.	JV/C/A Party's Year of Registration:
5.	JV/C/A Party's Legal Address in Country of Registration:
6.	JV/C/A Party's Authorized Representative Information
Na	me:
Ad	ldress:
Te	lephone/Fax numbers:
E-1	mail Address:
7.	Attached are copies of the following original documents: [check the box(es) of the attached original documents]
	Articles of Incorporation or Registration of firm named in 2 above, in accordance with ITB Sub-Clause 3.1.
	In the case of a government owned entity from Bhutan, documents establishing legal and financial autonomy and compliance with commercial law, in accordance with ITB Sub-Clause 3.3.

Bid Submission Sheet

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

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

To:

We, the undersigned, declare that:

- (1) We have examined and have no reservations to the Bidding Documents, including Addenda No.:
- (m) 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:
- (n) The total price of our Bid, excluding any discounts offered in item (d) below is:
- (o) The discounts offered and the methodology for their application are:

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

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

- (q) If our Bid is accepted, we commit to provide a Performance Security in accordance with ITB Clause 47 and GCC Clause 19 for the due performance of the Contract;
- (r) We are not participating, as Bidders, in more than one Bid in this bidding process, other than any alternative offers submitted in accordance with ITB Clause 15;
- (s) We, including any subcontractors or suppliers for any part of the Contract, have nationality from eligible countries, viz:
- (t) We have no conflict of interest pursuant to ITB Sub-Clause 3.2;

(u)	Our firm, its affiliates or subsidiaries - including any subcontractors or suppliers for any part of the contract - has not been declared ineligible by the Purchaser under the laws or official regulations of Bhutan, in accordance with ITB Sub-Clause 3.4;
(v)	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:

	Name of Recipient	Address	Reason	Amount
(1) W	(If none has been paid of Ve understand that this Bi	or is to be paid, indicate "i	•	
CO	our notification of award, ontract is prepared and exe	ecuted.		
	ed;			
	e capacity of;			
	e:authorized to sign the bid			
	d on day of			

Price Schedule Forms

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

Kindly find the Bill of Quantities as Price Schedule in Annexure I: Part I and Part

Bid Security (Bank Guarantee)

	The Bank shall fill in this Bank Guarantee Form in accordance with adicated.]	ı the instructions
 [ins	insert Bank's Name, and Address of Issuing Branch or Office]	
Ben	eneficiary: [Name and Address of Purchaser]	
Dat	eate:	
BII	ID GUARANTEE No.:	
sub	We have been informed that [insert name of the Bidder] (hereinafter called abmitted to you its Bid dated (hereinafter called "the Bid") for the execution [Contract] under Invitation for Bids No. [Insert IFB number] ("The IFB")	on of [insert name
	urthermore, we understand that, according to your conditions, Bids must id Guarantee.	be supported by a
you amo writ	the request of the Bidder, we [insert name of Bank] hereby irrevocably ou any sum or sums not exceeding in total an amount of [insert amount in mount in words]) upon receipt by us of your first demand in writing a critten statement stating that the Bidder is in breach of its obligation (anditions, because the Bidder:	n figures] ([insert accompanied by a
(a)	has withdrawn its Bid during the period of Bid validity specified by Form of Bid; or	the Bidder in the
(b)	having been notified of the acceptance of its Bid by the Purchaser du Bid validity, (i) fails or refuses to execute the Contract Form; or (ii) furnish the Performance Security, if required, in accordance with th Bidders.	fails or refuses to
cop the of (his guarantee will expire: (a) if the Bidder is the successful Bidder, up opies of the contract signed by the Bidder and the Performance Security is ne instruction of the Bidder; or (b) if the Bidder is not the successful Bidder (i) our receipt of a copy of your notification to the Bidder of the name idder; or (ii) twenty-eight days after the expiration of the Bidder's Bid.	ssued to you upon er, upon the earlier
	onsequently, any demand for payment under this guarantee must be receffice on or before that date.	eived by us at this
 [sig	signature (s)]	

Manufacturer's Authorization

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

Date: [insert date of Bid Submission]

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

To: [insert complete name of the Purchaser]

WHEREAS

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

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

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

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

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

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

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

INTEGRITY PACT

1 General:

Whereas Mr.	Lha	iten Dorj	i representii	ng the Pei	magat	shel D	zong Constru	ction	ı Proj	ect, R	.oyal
Government	of	Bhutan,	hereinafter	referred	to a	s the	"Employer"	on	one	part,	and
							represen	ting			
M/s				• • • • • • • • • •					1	herein	after
referred to as	the	"Bidder	" on the oth	er part he	reby e	xecute	e this agreeme	nt as	follo	ws:	

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**²² and **contract administration**²³, 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

²² Bidding process, for the purpose of this IP, shall mean the procedures covering tendering process starting from bid preparation, bid submission, bid processing, and bid evaluation.

²³ Contract administration, for the purpose of this IP, shall mean contract award, contract implementation, unauthorized sub-contracting and contract handing/taking over.

- through intermediaries, any bribe, consideration, gift, reward, favor or any material or immaterial benefit or any other advantage from the Bidder, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process and contract administration.
- 4.2 The Employer further confirms that its officials shall not favor any prospective bidder in any form that could afford an undue advantage to that particular bidder in the bidding process and contract administration and will treat all Bidders alike.
- 4.3 Officials of the Employer, who may have observed or noticed or have reasonable suspicion shall report to the head of the employing agency or an appropriate government office any violation or attempted violation of clauses 4.1 and 4.2.
- 4.4 Following report on violation of clauses 4.1 and 4.2 by official (s), through any source, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings shall be initiated by the Employer and such a person shall be debarred from further dealings related to the bidding process and contract administration.

5. Commitments of Bidders

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

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

6. Sanctions for Violation:

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

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

7. Monitoring and Administration:

- 7.1 The respective procuring agency shall be responsible for administration and monitoring of the IP as per the relevant laws.
- 7.2 The bidder shall have the right to appeal as per the arbitration mechanism contained in the relevant rules.

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

The parties hereby sign this Integrity Pact at (p	on (date)
620NG CONSTRUCTION PROJECT PENAGAT SHEL EMPLOYER	Affix Legal Stamp BIDDER/REPRESENTATIVE
CID: 1 1 3 1 2 0 0 2 4 8 1	CID:
Witness:	Witness:
Name: TSHERING CHEKI	Name:
CID: 10905001974	

Section V: Eligible Countries

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

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

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

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

(a) With reference to Paragraph 1.1 above:

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

(b) With reference to Paragraph 1.2 above:

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

PART 2 – Supply Requirements

Section VI: Schedule of Supply

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Notes for Preparing the Schedule of Supply

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

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

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

1. List of Goods and Delivery Schedule

[The Purchaser shall fill in this table, with the exception of the column "Bidder's Offered Delivery Date", which is to be filled by the Bidder]

Line			Delivery Date				
Item N°			unit	(Project Site) Destination as specified in BDS	Earliest Delivery Date	Latest Delivery Date	Bidder's Offered Delivery Date [to be provided by the Bidder]
[insert item No]	[insert description of Goods]	[insert quantity of item to be supplied]	[insert physical unit for the quantity]	[insert place of Delivery]	[insert the number of days following the date of effectiveness the Contract]	[insert the number of days following the date of effectiveness the Contract]	[insert the number of days following the date of effectiveness the Contract]

2. List of Related Services and Completion Schedule

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

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

1. If applicable

3. Technical Specifications

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

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

bidding form (to be an Attachment to the Bid Submission Sheet), where the Bidder shall provide detailed information on such technical performance characteristics in respect of the corresponding acceptable or guaranteed values.

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

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

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

Item No	Name of Goods or Related Service	Technical Specifications and Standards

Detailed Technical .	Specifications and Star	ndards [whenever necesso	ury].	
[Insert	detailed	description	of	TS

4. Drawings

These Bidding Documents include [insert "the following" or "no"] drawings.

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

	-List of Drawings				
Drawing No.	Drawing Name	Purpose			

5. Inspections and Tests

The material will be thoroughly checked and tested by Project Committee for its Quality. Sample will be sent for Laboratory test if found necessary by the Project Engineer. Inferior or poor quality material will not be received.

PART 3 - CONTRACT

Section VII. General Conditions of Contract

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Section VII. General Conditions of Contract

4. 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 mean all of the commodities, raw materials, machinery and equipment, and/or other materials, including any object in solid, liquid or gaseous form that has an economic utility or value and which can be exchanged or traded, that the Supplier is required to

supply to the Purchaser under the Contract.

- (k) The **Project Site**, where applicable, means the place named in the SCC.
- (l) **Purchaser** means the entity purchasing the Goods and Related Services, as specified in the SCC.
- (m) **Related Services** means the services incidental to the supply of the Goods, such as insurance, installation, training and initial maintenance and other obligations of the Supplier under the Contract
- (n) **SCC** means the Special Conditions of Contract.
- (o) **Subcontractor** means any natural person, private or government entity, or a combination thereof, including its legal successors and permitted assigns, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.
- (p) **Supplier** means the natural person, private or government entity, or a combination of the above, whose Bid to perform the Contract has been accepted by the Purchaser and is named as such in the Agreement, and includes the legal successors or permitted assigns of the Supplier.

5. 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.

6. 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" is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
- (b) "fraudulent practice" 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" 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" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- (e) "obstructive practice" is
 - (i) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order materially to impede any investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
 - (ii) Acts intended materially to impede the exercise of the inspection and audit rights of the Purchaser and/or any other relevant RGoB agency provided for under GCC Clause 11.
- 3.4 Any communications between the Supplier and the Purchaser related to matters of alleged fraud or corruption must be made in writing.

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^{24 &}quot;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.

^{25 &}quot;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.

²⁶ 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.

^{27 &}quot;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.

²⁸ a "party" refers to a participant in the procurement process or contract execution.

4 Interpretation

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

17.2 Incoterms

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

17.3 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.

17.4 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.

17.5 Non-waiver

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

17.6 Severability

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

18 Language

- 18.1 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.
- 18.2 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.

19 Joint Venture, Consortium or Association

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

20 Eligibility

- 7.3 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.
- 7.4 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.

21 Notices

- 21.1 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.
- 21.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

22 Governing Law

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

23 Settlement of Disputes

- 23.1 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.
- 23.2 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.
- 23.3 Notwithstanding any reference to arbitration herein,
 - (e) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
 - (f) the Purchaser shall pay the Supplier any monies due the Supplier.

24 Inspections and Audit

11.1 The Supplier shall permit the Purchaser and/or persons appointed by the Purchaser to inspect the Supplier's offices and/or the accounts and records of the Supplier and its Subcontractors relating to the performance of the Contract, and to have such accounts and records audited by auditors appointed by the Purchaser if so required by the Purchaser. The Supplier's attention is drawn to GCC Clause 3, which provides, inter alia, that acts intended materially to impede the exercise of the inspection and audit rights provided for under this GCC Sub-Clause 11.1 constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility under ITB Sub-Clause 2.1 (c) of the Instructions to Bidders that preceded the placement of the Contract of which these GCC form a part).

25 Scope of Supplies

- 25.1 The Goods and Related Services to be supplied shall be as specified in the Schedule of Supply.
- 25.2 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.

26 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.

27 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.

28 Purchaser's Responsibilities

28.1 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.

29 Contract Price

- 29.1 The Contract Price shall be as specified in the Contract Agreement subject to any additions and adjustments thereto or deductions therefrom as may be made pursuant to the Contract.
- 29.2 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.

30 Terms of Payment 17.1

- 17.1 The Contract Price, including any Advance Payments, if applicable, shall be paid as specified in the SCC.
- 17.2 The Supplier's request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed, and by the documents submitted pursuant to GCC Clause 13 and upon fulfillment of all the obligations stipulated in the Contract.
- 17.3 Payments shall be made promptly by the Purchaser, no later than thirty (30) days after the submission of verified invoice or request for payment by the Supplier, and the Purchaser has accepted it.

- 17.4 The currencies in which payments shall be made to the Supplier under this Contract shall be those in which the Bid Price is expressed.
- 26.5 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 arbitrage award.

27 Taxes and Duties

- 18.1 For Goods manufactured outside Bhutan the Supplier shall bear and pay all applicable taxes, stamp duties, licence fees and other similar levies imposed outside Bhutan.
- 18.2 For Goods manufactured within Bhutan the Supplier shall bear and promptly pay all applicable taxes, duties, licence fees and other similar levies incurred until delivery of the contracted Goods to the Purchaser.
- 18.3 If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in Bhutan the Purchaser shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.

28 Performance Security

- 19.1 The Supplier shall, within fifteen (15) working days of the notification of contract award, provide a Performance Security for the due performance of the Contract in the amount and currency specified in the SCC.
- 19.2 The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
- 19.3 The Performance Security shall be denominated in the currency (ies) of the Contract or in a freely convertible currency acceptable to the Purchaser, shall be valid until the successful completion of the Supplier's performance obligations under the Contract, including any warranty obligations, and shall be in one of the forms stipulated by the Purchaser in the SCC.
- 19.4 The Performance Security shall be discharged by the Purchaser and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in the SCC,.

29 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.

30 Confidential Information

- 21.1 The Purchaser and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Subcontractor(s) such documents, data and other information as it receives from the Purchaser to the extent required for the Subcontractor(s) to perform its/their work under the Contract, in which event the Supplier shall obtain from such Subcontractor(s) an undertaking of confidentiality similar to that imposed on the Supplier under GCC Clause 21.
- 21.2 The Purchaser shall not use such documents, data and other information received from the Supplier for any purposes unrelated to the Contract. Similarly, the Supplier shall not use such documents, data and other information received from the Purchaser for any purpose other than the design, procurement or other work and services required for the performance of the Contract.
- 21.3 The obligation of a party under GCC Sub-Clauses 21.1 and 21.2 above, however, shall not apply to information that:
 - (a) the Purchaser or Supplier needs to share with the RGoB or other institutions participating in the financing of the Contract;
 - (b) now or hereafter enters the public domain through no fault of that party;
 - (c) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or

- (d) Otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.
- 21.4 The above provisions of GCC Clause 21 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.
- 30.5 The provisions of GCC Clause 21 shall survive completion or termination, for whatever reason, of the Contract.

31 Subcontracting

- 22.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under the Contract if not already specified in the Bid. Such notification, in the original Bid or later, shall not relieve the Supplier of any of its obligations, duties, responsibilities or liabilities under the Contract.
- 22.2 Subcontracts shall comply with the provisions of GCC Clauses 3 and 7.

32 Specifications and Standards

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

accordance with GCC Clause 34.

33 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.

34 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.

35 Transportation

27.1 Unless otherwise specified in the SCC, responsibility for arranging transportation of the Goods shall be in accordance with the specified Incoterms.

28 Inspections and Tests

- 27.1 At its own expense and at no cost to the Purchaser the Supplier shall carry out all such tests and/or inspections of the Goods and Related Services as are specified in the SCC.
- 27.2 The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the Goods' final destination, or in another place in Bhutan as specified in the SCC. Subject to GCC Sub-Clause 27.3, if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.
- 27.3 The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC Sub-Clause 27.2, provided that the Purchaser bears all of its own costs and expenses incurred in connection

- with such attendance including, but not limited to, all travelling and board and lodging expenses.
- 27.4 Whenever the Supplier is ready to carry out any such test and inspection, it shall give reasonable advance notice, including the place and time, to the Purchaser. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Purchaser or its designated representative to attend the test and/or inspection.
- 27.5 The Purchaser may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications, codes and standards under the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impedes the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.
- 32.6 The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.
- 32.7 The Purchaser may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Purchaser, and shall repeat the test and/or inspection, at no cost to the Purchaser, upon giving a notice pursuant to GCC Sub-Clause 27.4.
- 32.8 The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Purchaser or its representative, nor the issue of any report pursuant to GCC Sub-Clause 27.6, shall release the Supplier from any warranties or other obligations under the Contract.

33 Liquidated Damages

28.2 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.

34 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.
- 34.6 Upon receipt of such notice, the Supplier shall, within the period specified in the SCC, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser.
- 34.7 If, having been notified, the Supplier fails to remedy the defect within the period specified in the SCC, the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

35 Patent Indemnity

30.1 The Supplier shall, subject to the Purchaser's compliance with GCC Sub-Clause 30.2, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:

- a) the installation of the Goods by the Supplier or the use of the Goods in Bhutan; and
- b) the sale in any country of the products produced by the Goods.

Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or reasonably to be inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant or materials not supplied by the Supplier, pursuant to the Contract.

- 30.2 If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in GCC Sub-Clause 30.1, the Purchaser shall promptly give the Supplier notice thereof, and the Supplier may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.
- 30.3 If the Supplier fails to notify the Purchaser within thirty (30) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf.
- 30.4 The Purchaser shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.
- 35.6 The Purchaser shall indemnify and hold harmless the Supplier and its employees, officers and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs and expenses of any nature, including attorney's fees and expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification or other documents or materials provided or designed by or on behalf of the Purchaser.

36 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.

37 Change in Laws and Regulations

34.1 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.

35 Force Majeure

- 33.1 The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages or termination for default if and to the extent that it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- 33.2 For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 33.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to

perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

36 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;
 - (g) the place of delivery; and
 - (h) 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.

38 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.

39 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.

(c) 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.
- (d) 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:
 - (ii) To have any portion completed and delivered at the Contract terms and prices; and/or
 - (ii) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier.

- 40 Assignment
- 37.1 Neither the Purchaser nor the Supplier shall assign, in whole or in part, their obligations under this Contract, except with the prior written consent of the other party.
- 38. Export Restriction
- 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 demonstrate to the satisfaction of the Purchaser that it has completed all formalities in a timely manner, including applying for permits, authorizations and licenses necessary for the export of the products/Goods, systems or services under the terms of the Contract. Termination of the Contract on this basis shall be for the Purchaser's convenience pursuant to Sub-Clause 36.3.

Section VIII. Special Conditions of Contract

The following Special Conditions of Contract (SCC) shall supplement and/or amend the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC. [The Purchaser shall select and insert the appropriate wording using the sample below or other acceptable wording and delete the text in italics.]

using the sample below or other acceptable wording and delete the text in italics.]					
1.1 (k)	The Project Site(s)/Final Destination(s) is/are; Pemagatshel Dzong Construction Project, Denchi Pemagatshel.				
1.1 (l)	The Purchaser is: Project Manager, Pemagatshel Dzong Construction Project. Denchi Pemagatshel				
GCC 4.2 (a)	The meaning of the trade terms shall be as prescribed by Incoterms. If the meaning of any trade term and the rights and obligations of the parties thereunder shall not be as prescribed by Incoterms, they shall be as prescribed by: [exceptional; refer to other internationally accepted trade terms]				
GCC 4.2 (b)	The version of Incoterms shall be: 2014 (Delivered at Place-DAP)				
GCC 5.1	The language shall be: English				
GCC 8.1	For <u>notices</u> , the addresses shall be:				
	For the Purchaser:				
	Attention: Project Manager, Pemagatshel Dzong Construction Project.				
	Address: Pemagatshel Dzong Construction Project, Denchi Pemagatshel, Bhutan				
	Telephone: +975-07471341				
	Facsimile number: +975-07471341				
	E-mail address: lhatendorji@hotmail.com				
GCC 9	The governing law shall be the law of the Kingdom of Bhutan.				
GCC 10.2	The rules of procedure for arbitration proceedings pursuant to GCC Sub-Clause 10.2 shall be as follows:				
	[The Bidding Documents should contain one clause to be retained in the event of a Contract with a foreign Supplier and one clause to be retained in the event of a Contract with a Bhutanese Supplier. At the time of finalizing				

the Contract, the respective applicable clause should be retained in the Contract. The following explanatory note should therefore be inserted as a header to GCC Sub-Clause 10.2 in the Bidding Documents.

"Clause 10.2 (a) shall be retained in the case of a Contract with a foreign Supplier and Clause 10.2 (b) shall be retained in the case of a Contract with a Bhutanese Supplier."]

(a) Contract with a foreign Supplier:

[For Contracts entered into with foreign suppliers, international commercial arbitration may have practical advantages over other dispute settlement methods. Among the rules to govern the arbitration proceedings, the Purchaser may wish to consider the United Nations Commission on International Trade Law (UNCITRAL) Arbitration Rules of 1976, the Rules of Conciliation and Arbitration of the International Chamber of Commerce (ICC), the Rules of the London Court of International Arbitration or the Rules of the Arbitration Institute of the Stockholm Chamber of Commerce.]

If the Purchaser chooses the UNCITRAL Arbitration Rules, the following sample clause should be inserted:

GCC 10.2 (a)—Any dispute, controversy of claim arising out of or relating to this Contract, or breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the UNCITRAL Arbitration Rules as at present in force.

If the Purchaser chooses the Rules of ICC, the following sample clause should be inserted:

GCC 10.2 (a)—All disputes arising in connection with the present Contract shall be finally settled under the Rules of Conciliation and Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules.

If the Purchaser chooses the Rules of the Arbitration Institute of the Stockholm Chamber of Commerce, the following sample clause should be inserted:

GCC 10.2 (a)—Any dispute, controversy or claim arising out of or in connection with this Contract, or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the Rules of the Arbitration Institute of the Stockholm Chamber of Commerce.

If the Purchaser chooses the Rules of the London Court of International Arbitration, the following clause should be inserted:

GCC 10.2 (a)—Any dispute arising out of or in connection with this Contract,

	including any question regarding its existence, validity or termination shall be referred to and finally resolved by arbitration under the Rules of the London Court of International Arbitration, which rules are deemed to be incorporated
	by reference to this clause.
	(b) Contract with a Bhutanese Supplier:
	In the case of a dispute between the Purchaser and a Bhutanese Supplier, the dispute shall be referred to adjudication or arbitration in accordance with the laws of Bhutan.
GCC 13.1	Details of Shipping and other Documents to be furnished by the Supplier are [insert the required documents, such as a negotiable bill of lading, a non-negotiable sea way bill, an airway bill, a railway consignment note, a road consignment note, insurance certificate, Manufacturer's or Supplier's warranty certificate, inspection certificate issued by nominated inspection agency, Supplier's factory shipping details etc].
	The above documents shall be received by the Purchaser before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses.
GCC 16.2	The prices charged for the Goods supplied and the related Services performed [insert "shall" or "shall not," as appropriate] be adjustable.
	If prices are adjustable, the following method shall be used to calculate the price adjustment [see attachment to these SCC for a sample Price Adjustment Formula]
GCC 17.1	Sample provision
	GCC 17.1—The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:
	Payment for Goods supplied from abroad:
	Payment of the foreign currency portion shall be made in (
	(i) Advance Payment: Ten percent (10%) of the Contract Price shall be paid within thirty (30) days of signing of the Contract, and upon submission of a claim and an advance payment guarantee for the equivalent amount valid until the Goods are delivered and in the form provided in the Bidding Documents.
	(ii) On Shipment: Eighty percent (80%) of the Contract Price of the Goods shipped shall be paid through irrevocable confirmed letter of credit opened in favor of the Supplier in a bank in its country, upon submission of the documents specified in GCC Clause 13.
	(iii) On Acceptance: Ten percent (10%) of the Contract Price of the Goods

	received shall be paid within thirty (30) days of receipt of the Goods upon submission of claim supported by the acceptance certificate issued by the Purchaser.				
	Payment of the local currency portion shall be made in Bhutanese Ngultrum (BTN) within thirty (30) days of presentation of a claim supported by a certificate from the Purchaser declaring that the Goods have been delivered and that all other contracted Services have been performed.				
	Payment for Goods and Services supplied from within Bhutan:				
_	Payment for Goods and Services supplied from within Bhutan shall be made in [currency], as follows:				
	(i) Advance Payment: Ten percent (10%) of the Contract Price shall be paid within thirty (30) days of signing of the Contract against a simple receipt and an advance payment guarantee for the equivalent amount and in the form provided in the Bidding Documents.				
	(ii) On Delivery: Eighty percent (80%) of the Contract Price shall be paid on receipt of the Goods and upon submission of the documents specified				
	in GCC Clause 13. (iii) On Acceptance: The remaining ten percent (10%) of the Contract Price shall be paid to the Supplier within thirty (30) days after the date of the acceptance certificate for the respective delivery issued by the Purchaser.				
GCC 17.5	The payment delay period after which the Purchaser shall pay interest to the supplier shall be as per financial Rules and Regulation (FRR)				
	The interest rate that shall be applied is as per financial Rules and Regulation (FRR)				
GCC 19.1	The amount of the Performance Security shall be: Nu. 100,0000. Bid security of the successful bidder will be retained with the Dzong Construction Project as performance security deposit				
GCC 19.3	The types of acceptable Performance Securities are:				
	(i) <u>Unconditional bank guarantee issued by financial institution located in Bhutan and acceptable to the Purchaser, in the form provided for in the Contract or in any other form acceptable to the Purchaser, or</u>				
	(ii) Cash warrant, or				
	(iii) Demand draft.				
GCC 19.4	Discharge of Performance Security shall take place: [GCC Sub-Clause 19.4]				
GCC 24.2	The packing, marking and documentation within and outside the packages				

	shall be: Where applicable the goods will have to be supplied in proper standard packing of the manufacturer and labeled with necessary product information. In addition, the supplier shall supply the goods till the destination (DAP) and the goods will be inspected and tested jointly between supplier & purchaser.			
GCC 25.1	The insurance coverage shall be <u>as specified in the Incoterms.</u>			
	If not in accordance with Incoterms, insurance shall be as follows:			
	In addition, the supplier shall supply the goods till the destination (DAP) and the goods will be inspected and tested jointly between supplier & purchaser.			
GCC 26.1	Responsibility for transportation of the Goods shall be supplier's responsibility.			
GCC 27.1	The inspections and tests shall be: Upon arrival of goods at the site, the goods will be inspected and tested jointly between supplier & purchaser. The goods will be inspected and tested everytime as it arrives.			
GCC 27.2	Inspections and tests shall be conducted by: Project Committee, Pemagatshel Dzong Construction Project.			
GCC 28.1	The liquidated damages shall be: 1% day on tatal order value.			
GCC 28.1	The maximum amount of liquidated damages shall be: <u>10 %</u> . On total order <u>value</u> .			
GCC 29.3	The period of validity of the Warranty shall be: 365 days.			
GCC 29.5 and 29.6	The period for repair or replacement shall be: 10 days and failing which the			
	GCC 28.1 shall be applied.			

Attachment: Price Adjustment Formula

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

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

$$P_1 = P_0 \left[a + \underline{bL}_1 + \underline{cM}_1 \right] - P_0$$

$$L_0 \qquad M_0$$

$$a+b+c = 1$$

in which:

P₁ = adjustment amount payable to the Supplier.

P₀ = Contract Price (base price).

a = fixed element representing profits and overheads included in the Contract Price and generally in the range of five (5) to fifteen percent (15%).

b = estimated percentage of labor component in the Contract Price.
 c = estimated percentage of material component in the Contract Price.

 L_0 , L_1 = labor indices applicable to the appropriate industry in the country of origin

on the base date and date for adjustment, respectively.

 M_0, M_1 = material indices for the major raw material on the base date and date for

adjustment, respectively, in the country of origin.

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

a = [insert value of coefficient]

b = [insert value of coefficient]

c = [insert value of coefficient]

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

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

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

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

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

- Purchaser will, however, be entitled to any decrease in the prices of the Goods and Services subject to adjustment.
- (b) If the currency in which the Contract Price P₀ 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.

Addendum to Special Conditions of Contract

- 1. Sealed envelope shall be addressed to Project Manager, Dzong Construction Project, Denchi, Pemagatshel and envelope should quote our letter No. and written "DO NOT OPEN" outside the envelope.
- 2. The quotation rates of the items submitted by the bidders should be "FOR Denchi, Pemagatshel".
- 3. All bid must be accompanied by bid security of **Nu.1**, **00**, **000.00** (**one hundred thousand**) **only** as lump sum in the form of Bank Draft, Demand Draft & Cash Warrant in favour of Project Manager, Dzong Construction Project, Pemagatshel and must be delivered in accordance with the instruction to the bidders on or before **1.30pm on 17**th, **August, 2017**, and will be publicly **opened on the same day at 2.00pm** in presence of bidders or bidder's representatives.
- 4. The successful bidder and his employee shall be bound by the rules and regulations of RGoB. Any illegal activities, if detected shall be dealt as per the PRR and should be fully responsible of the supplier.
- 5. The successful bidder should either deposit 10% performance security in the form of valid Bank draft/demand draft within 15 days (normally 14-21days) of receipt of notification of award from the employer or his bid security deposited with the employer will be retained as performance security.
- 6. The successful bidders should deliver the materials on or before the dead line given in the supply orders placed on them. The bidders will be penalized by imposing liquidated damages for delaying supply of materials as per the rules in Procurement Manual after dead line.
- 7. The successful bidders should drop the items to PDCP store, Denchi, Pemagatshel with their own expenses and handed over to PDCP Tender Committee during office hours.
- 8. The performance security shall be forfeited if the suppliers fail to supply all the items as per the specifications provided in the supply orders issued by the purchaser.
- 9. The rate shall be inclusive of all related costs including taxes & levies charges. The rate must be in specific units as noted in the bidding format.

- 10. The bill payment will be purely based on the verification done at project site by the project committee members.
- 11. During the delivery of goods at site, the bidder should hand over all the original documents (permits/challans) to the committee. Duplicate copy of the documents dully signed by the committee will have to be kept by the supplier and later attach to the bill.
- 12. The payment of the bills of the supplier will be done in the form of cheque or demand draft provided draft charges paid by the suppliers. No advance payment shall be made to suppliers before supplying the complete materials. Any items found either not as per specifications or having defect during the delivery time or after completion of through checking by the Project Committee while taking over of the items from the supplier will be returned. The items rejected should be replaced with new ones by the supplier as early as possible. Any expenses occurred at the time of transportation of the rejected items will be borne by the supplier concerned. The goods will be received by the Project Committee only during office hours from 8am to 5 pm (Monday to Saturday) and not during Sunday and Government holidays.
- 14. The items supplied to the purchaser/ employer should be as per the requirement and specifications provided in the supply orders placed on the suppliers by the purchaser.
- 15. The contract of supplying the quoted items will valid till 30th June 2018.
- 16. The bids/tender should be submitted along with our Revenue receipt issued against sale of tender documents with two copies; one in original and other in duplicate. The original and duplicate copy should be packed in two different envelopes and specify it properly and the bids received without revenue receipts will be rejected.
- 17. The bids/tender should be submitted along with valid Trade License.
- 18. The bids should be signed and official seal affixed. The bids will be not accepted if submitted without signature and official seal.
- 19. The decision of the Dzong Construction Committee is final and binding.

ELECTRICAL ITEMS FOR THE FISCAL YEAR 2017-2018

Sl. No	Items	Unit	Brand	CAT reference		
1	PVC insulated copper wire, 0.75 sq mm	rolls	Royal Cable/Havells			
2	PVC insulated copper wire, 1.5 sq mm	rolls	Royal Cable/Havells			
3	PVC insulated copper wire, 2.5 sq mm	rolls	Royal Cable/Havells			
4	PVC insulated copper wire, 4 sq mm	rolls	Royal Cable/Havells			
5	Data cable CAT 6 wire	roll (305 meter per roll)				
6	Telephone wire 2 pairs	rolls	Anchor			
7	Telephone wire 5 pairs	rolls	Anchor			
8	Telephone wire 12 pairs	rolls	Anchor			
9	Telephone wire 20 pairs	rolls	Anchor			
10	Telephone wire 50 pairs	rolls	Anchor			
11	Flexible coaxile wire	rolls	Royal Cable/Havells			
12	PVC copper wire, 10 Sq.mm	rolls	Royal Cable/Havells			
	Conduits					
1	Flexible pipe, 20 sq. mm	Roll				
2	Flexible pipe, 25 sq. mm	Roll				
3	HDPE pipe, 20 sq.mm	Roll				
4	HDPE pipe, 25 sq.mm	Roll				
5	HDPE pipe, 32 sq.mm	Roll				
6	HDPE pipe, 50 sq.mm	Roll				
	Machine Screw					
1	Machine Screw, 20mm	Packet				
2	Machine Screw, 25 mm	Packet				
3	Machine Screw, 35 mm	Packet				
4	Machine Screw, 50 mm	Packet				
5	Machine Screw, 75 mm	Packet				
	For Site					
1	PVC round block	Each				

2	PVC gang box, 1 way	Each	
3	PVC gang box, 2 way	Each	
4	PVC gang box, 3 way	Each	
5	PVC gang box, 4 way	Each	
6	PVC gang box, 5 way	Each	
7	PVC gang box, 6 way	Each	
8	FD switch, 6 ampere	Each	
9	Fan Regulator	Each	
10	SS combined power socket with box, 3/5 pin with indicator	Each	Anchor
11	PVC casing cap, 25 mm	Meter	
12	PVC casing External Elbow, 25 mm	Each	
13	PVC casing Internal Elbow, 25 mm	Each	
14	PVC casing Elbow, 25 mm	Each	
15	PVC casing coppler, 25 mm	Each	
16	PVC casing TEE,25 mm	Each	
17	PVC square box	Each	
18	Batten holder	Each	
19	Angle, holder	Each	
20	Pandent holder	Each	
	Modular Switches and soc	kets	
1	Plate 1 or 2 module	Each	Anchor/Roma/Legrand
2	Plate 3 module	Each	Anchor/Roma/Legrand
3	Plate 4 module	Each	Anchor/Roma/Legrand
4	Plate 6 module	Each	Anchor/Roma/Legrand
5	Plate 8 or 9 module	Each	Anchor/Roma/Legrand
6	Plate 12 module	Each	Anchor/Roma/Legrand
7	Plate 18 module	Each	Anchor/Roma/Legrand
8	3 module power socket	Each	Anchor/Roma/Legrand
9	2 module power socket	Each	Anchor/Roma/Legrand
10	20 Ampere modular switch with indicator	Each	Anchor/Roma/Legrand
11	6 Ampere modular switch with indicator	Each	Anchor/Roma/Legrand
12	Modular blank Plate	Each	Anchor/Roma/Legrand
13	RJ 45, 1 module LAN socket	Each	Anchor/Roma/Legrand
14	RJ 11, double jack with one module telephone socket	Each	Anchor/Roma/Legrand
15	EME fan regulator, 1 module	Each	Anchor/Roma/Legrand

16	EME fan regulator, 2 module	Each	Anchor/Roma/Legrand	
	Earthing and lighting arrestor			
1	Copper earth plate, 600 mm X 600mm	Each		
2	Copper strip, 25 mm	Mt.		
3	Salt	Kg		
4	Arrestor	Each		
5	Copper 8 SWG	Kg		
6	CI mannual cover, 600mm x 600mm	Each		
7	CI mannual cover, 300mm x 300mm	Each		
	Control Gears & Bus b	ar		
1	MCB, SP 20 Ampere	Each	Legrand	
2	MCB, SP 16 Ampere	Each	Legrand	
3	MCB, SP 10 Ampere	Each	Legrand	
4	MCB, SP 6 Ampere	Each	Legrand	
5	RCBO, 16 Ampere	Each	Legrand	
6	RCBO, 32 Ampere	Each	Legrand	
7	RCBO, 40 Ampere	Each	Legrand	
8	RCBO, 63 Ampere	Each	Legrand	
9	MCCB 250 Ampere, with electronic break release of 70 KA	Each	Legrand	
10	MCCB 400 Ampere, with electronic break release of 70 KA	Each	Legrand	
11	MCCB 100 Ampere, with electronic break release of 70 KA	Each	Legrand	
12	MCCB 160 Ampere, with electronic break release of 70 KA	Each	Legrand	
13	TPN, 40 Ampere	Each	Legrand	
14	TPN, 63 Ampere	Each	Legrand	
15	DP, (SPN)16 ampere	Each	Legrand	
16	DP, (SPN)32 ampere	Each	Legrand	
17	DP, (SPN)40 ampere	Each	Legrand	
18	DP, (SPN)63 ampere	Each	Legrand	
19	Busbar with 4 copper strips, 450 mm bar, 200 Ampere	Each		
20	Busbar with 4 copper strips, 450 mm bar, 100 Ampere	Each		
21	Busbar with 4 copper strips, 600 mm bar, 400 Ampere	Each		
22	Busbar with 4 copper strips, 600 mm bar, 300 Ampere	Each		

23	TPN distribution box, 4 ways outgoing	Each	Legrand	
24	TPN distribution box, 6 ways outgoing	Each	Legrand	
25	TPN distribution box, 8 ways outgoing	Each	Legrand	
26	TPN distribution box, 12 ways outgoing	Each	Legrand	
27	SPN distribution box, 2 ways	Each		
28	SPN distribution box, 4 ways	Each		
29	SPN distribution box, 8 ways	Each		
	Power Cable			
A	Armoured aluminium power cable			
1	2 core, 4 sq. mm	Mt.		
2	2 core, 6 sq. mm	Mt.		
3	2 core, 10 sq. mm	Mt.		
4	2 core, 16 sq. mm	Mt.		
5	2 core, 25 sq. mm	Mt.		
6	4 core, 16 sq. mm	Mt.		
7	4 core, 25 sq. mm	Mt.		
8	4 core, 35 sq. mm	Mt.		
9	4 core, 50 sq. mm	Mt.		
10	4 core, 70 sq. mm	Mt.		
11	4 core, 95 sq. mm	Mt.		
12	4 core, 110 sq. mm	Mt.		
13	4 core, 150 sq. mm	Mt.		
14	4 core, 225 sq. mm	Mt.		
15	4 core, 300 sq. mm	Mt.		
16	4 core, 400 sq. mm	Mt.		
В	Unarmoured Arial Cable			
1	2 core, 6 sq. mm	Mt		
2	2 core, 10 sq. mm	Mt		
3	2 core, 16 sq. mm	Mt		
	Cable thimble			
1	Thimble, 4sqmm	Each		
2	Thimble, 6sqmm	Each		
3	Thimble, 8sqmm	Each		
4	Thimble, 10sqmm	Each		
5	Thimble, 12sqmm	Each		
6	Thimble, 16sqmm	Each		

7	Thimble, 20sqmm	Each		
8	Thimble, 25sqmm	Each		
9	Thimble, 35sqmm	Each		
10	Thimble, 50sqmm	Each		
11	Thimble, 70sqmm	Each		
12	Thimble, 95sqmm	Each		
13	Thimble, 150sqmm	Each		
14	Thimble, 225sqmm	Each		
15	Thimble, 300sqmm	Each		
16	Thimble, 400sqmm	Each		
	Lighting fixtures			
1	CFL Lamp, 15 watt	Each		
2	CFL Lamp, 18 watt	Each		
3	CFL Lamp, 27 watt	Each		
4	CFL Lamp, 36 watt	Each		
5	Incandescent bulb, 60 watt	Each		
6	Incandescent bulb, 100 watt	Each		
7	Incandescent bulb, 200 watt	Each		
8	Halogen bulb, 500 watt	Each		
9	Halogen Flood recessed fitting-HAL-150 Watts	Each	DECON	
10	New Drum light round-PLC-surface CFL-13 Watt	Each	DECON	
11	Mini paul PLC-surface ceiling fitting CFL-13 watt	Each	DECON	
12	Chandelier light fitting suitable 100 watt	Each	Elite Bohemia	
13	Lenda apollo -E pandent fitting suitable HAL-50 watts	Each	DECON	
14	Free glare square type P-5 louver fitting 4 x 18 watts	Each	DECON	
15	Mirror lighting fitting 1 x 18 watt	Each	DECON	
16	New halogen square- E recessed fitting suitable 50 watts	Each	DECON	
17	Halogen flood light 500 watts	Each	Phillips	
18	Box type slim flourescent fitting 615 mm-1x 18 watts	Each	DECON	
19	Bulk head new fitting -PL 13 watt	Each	DECON	
20	Recessed TL 4X18 watt, 600mm x 600 mm fixture	Each	Phillips	TBS-165
21	Core line wall mounted LED module, system flux 1200 lm-830 warm white fixture	Each	Phillips	WL120V LED 12S/830 PSR EL3 WH

22	Round recessed mounted sleek and compact LED panel light, 200 mm dia, 15 watt	Each	MESCAB	MPRL 02	
23	Rectangle recessed mounted sleek and compact LED panel light, 200 mm dia, 15 watt	Each	MESCAB	MPLS 02	
24	LED batten tube light, 22 watt	Each	MESCAB	MBL 02 22W PB	
25	Cool white LED flood light, 50 watt	Each			
26	Cool white LED flood light, 30 watt	Each			
27	Cool white LED flood light, 100 watt	Each			
28	Ceiling fan, 750 mm dia	Each	Havells		
29	Wall exhaust fan, 250mm dia	Each	Havells		
30	Linear LED Uplighter, 10 watt per meter.	Mt			
	Others				
1	16 Ampere plug top	Each			
2	Heavy duty extension power chord	Each			
3	Strip extension power chord	Each			
4	MS circular box, 1 way, 25 mm dia	Each			
5	MS circular box, 2 way, 25 mm dia	Each			
6	MS circular box, 3 way, 25 mm dia	Each			
7	MS circular box, 4 way, 25 mm dia	Each			
8	PVC insulation tape	Packet			
9	Cable ties	Packet			
10	GI pipe 50mm dia	Mts			
11	Ampere tape	Each			
12	Digital LCD Clamp meter	Each			
13	Motor Starter (5.6 KW and 7.5 HP)	Each	Havells		