Royal Government of Bhutan
Ministry of Works & Human Settlement
Thimphu: Bhutan

Bidding Documents for Printing & Binding (Perfect binding A-4 size).

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Procuring Agency [Ministry of Works & Human Settlement]
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
Standard Bidding Documents

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PART 1 – Bidding Procedures

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Section I. Instructions to Bidders

A. General

1 Scope of Bid 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.

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

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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 “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.
other 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 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

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.
(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.

<table>
<thead>
<tr>
<th>Eligible Goods and Related Services</th>
<th>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.</th>
</tr>
</thead>
<tbody>
<tr>
<td>5.2</td>
<td>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.</td>
</tr>
<tr>
<td>5.3</td>
<td>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.</td>
</tr>
</tbody>
</table>

**B. Contents of Bidding Documents**

<p>| 6. Parts of Bidding | 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 |</p>
<table>
<thead>
<tr>
<th>Documents</th>
<th>Addenda issued in accordance with ITB Clause 9.</th>
</tr>
</thead>
</table>

**PART 1 Bidding Procedures**
- Section I. Instructions to Bidders (ITB)
- Section II. Bid Data Sheet (BDS)
- Section III. Evaluation and Qualification Criteria
- Section IV. Bidding Forms
- Section V. Eligible Countries

**PART 2 Supply Requirements**
- Section VI. Schedule of Supply

**PART 3 Contract**
- Section VII. General Conditions of Contract (GCC)
- Section VIII. Special Conditions of Contract (SCC)
- Section IX. Contract Forms

**7. General Information**
7.1 The Invitation for Bids issued by the Purchaser is not part of the Bidding Documents.

7.2 The Purchaser is not responsible for the completeness of the Bidding Documents and their addenda, if any, if these were not obtained directly from the Purchaser.

7.3 The Bidder is expected to examine all instructions, forms, terms and specifications in the Bidding Documents. Failure to furnish all information or documentation required by the Bidding Documents may result in the rejection of the Bid.

**8. Clarification of Bidding Documents**
8.1 Bidders shall not be allowed to seek any clarification of the Bidding Documents in person or by telephone or other verbal means.

8.2 A prospective Bidder requiring any clarification of the Bidding Documents shall notify the same to the Purchaser in writing at the Purchaser’s address specified in the BDS;

8.3 The Purchaser shall respond in writing to any such request for clarification, provided that it is received no later than fifteen (15) days prior to the deadline for submission of Bids. Copies of the Purchaser’s response shall be forwarded to all those who have acquired the Bidding Documents directly from the Purchaser, including a description of the enquiry without disclosing the name of the Bidder(s) seeking clarification. Should the Purchaser deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure under ITB Clause 9 and ITB Sub-Clause 27.2; and

8.4 A pre-bid meeting shall be conducted only if strictly necessary to clarify doubts and concerns of the Bidders prior to submission of Bids. Minutes of the pre-bid meeting shall be circulated to all Bidders that have purchased Bidding Documents.

**9. Amendment of Bidding Documents**
9.1 At any time prior to the deadline for submission of Bids the Purchaser may amend the Bidding Documents by issuing an addendum. This may be done either on the Purchaser’s own initiative or in response to a clarification request from a prospective Bidder.

9.2 Any addendum thus issued shall be part of the Bidding Documents and shall be communicated in writing to all who have obtained the Bidding Documents.
<table>
<thead>
<tr>
<th><strong>C. Preparation of Bids</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>10. Cost of Bidding</strong></td>
</tr>
<tr>
<td>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.</td>
</tr>
<tr>
<td><strong>11. Language of Bid</strong></td>
</tr>
<tr>
<td>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.</td>
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<tr>
<td><strong>12. Documents Comprising the Bid</strong></td>
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<tr>
<td>12.1 The Bid shall comprise the following:</td>
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<tr>
<td>(a) Bid Submission Sheet and the applicable Price Schedules in accordance with ITB Clauses 13, 14, 16 and 18;</td>
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<tr>
<td>(b) Bid Security, in accordance with ITB Clause 24;</td>
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<tr>
<td>(c) Written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB Clause 25;</td>
</tr>
<tr>
<td>(d) Documentary evidence in accordance with ITB Clause 19 establishing the Bidder’s eligibility to bid;</td>
</tr>
<tr>
<td>(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;</td>
</tr>
<tr>
<td>(f) Documentary evidence in accordance with ITB Clauses 21 and 33 that the Goods and Related Services conform to the Bidding Documents;</td>
</tr>
<tr>
<td>(g) Documentary evidence in accordance with ITB Clause 22 establishing the Bidder’s qualifications to perform the contract if its Bid is accepted;</td>
</tr>
<tr>
<td>(h) Alternative Bids, if permissible, in accordance with ITB Clause 15;</td>
</tr>
<tr>
<td>(i) Documentary evidence or certified statements that the Bidder is not in any of the exclusion categories stipulated in ITB Sub-Clause 4.1;</td>
</tr>
<tr>
<td>(j) Integrity Pact Statement, in accordance with ITB Sub-Clause 2.1 (e) as specified in BDS; and</td>
</tr>
<tr>
<td>(k) Any other document required in the BDS.</td>
</tr>
<tr>
<td>13. Bid Submission Sheet</td>
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<tr>
<td>14. Price Schedules</td>
</tr>
<tr>
<td>15. Alternative Bids</td>
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</tbody>
</table>
| 16. Bid Prices and Discounts | 16.1 The prices and discounts quoted by the Bidder in the Bid Submission Sheet and in the Price Schedules shall conform to the requirements specified below.  
16.2 All lots and items in the Schedule of Supply must be listed and priced separately in the Price Schedules.  
16.3 The price to be quoted in the Bid Submission Sheet shall be the total price of the Bid excluding any discounts offered.  
16.4 The Bidder shall quote any unconditional discounts and the methodology for their application in the Bid Submission Sheet.  
16.5 The terms EXW, CIF, CIP and other similar terms shall be governed by the rules prescribed in the current edition of Incoterms, published by The International Chamber of Commerce as specified in the BDS.  
16.6 Unless otherwise stated in the BDS, Prices shall be quoted inclusive of all applicable taxes and levies, insurance, transportation, handling costs and any other associated cost to fulfill the contractual obligations, as specified in the Price Schedule forms for Goods and related services included in Section IV Bidding Forms. However to avail margin of preference, prices shall be quoted as specified in the Price Schedule for Goods Manufactured in Bhutan in section IV Bidding Forms. The disaggregation of price components shall be solely for the purpose of facilitating the comparison of Bids by the Purchaser. This shall not in any way limit the Purchaser’s right to contract on any of the terms offered. In quoting prices the Bidder shall be free to use transportation through carriers registered in any eligible country, in accordance with Section V, Eligible Countries. Similarly, the Bidder may obtain insurance services from any eligible country in accordance with Section V, Eligible Countries. Prices shall be entered in the following manner:  
(a) For goods manufactured in Bhutan:  
(i) the price of the Goods quoted EXW (ex works, ex factory, ex warehouse, ex showroom, or off-the-shelf, as applicable), including all Customs duties and sales and other taxes already paid or payable on the components and raw material used in the manufacture or assembly of the Goods;  
(ii) any Bhutan sales and other taxes which will be payable on the Goods if the contract is awarded to the Bidder; and  
(iii) the price for inland transportation, insurance and other local |
services required to deliver the Goods to their final destination (Project Site) specified in the BDS.

(b) for Related Services, other than inland transportation and other services required to convey the Goods to their final destination, whenever such Related Services are specified in the Schedule of Supply:

(i) the price of each item comprising the Related Services (inclusive of any applicable taxes).

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

17. Price Variation

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

18. Currencies of Bid

18.1 The unit rates and prices shall be quoted by the Bidder entirely in Ngultrum (Nu). Foreign currency requirements shall be indicated and shall be payable at the option of the Bidder in up to three foreign currencies.

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.

<table>
<thead>
<tr>
<th>19. Documents Establishing the Eligibility of the Bidder</th>
<th>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.</th>
</tr>
</thead>
<tbody>
<tr>
<td>20. Documents Establishing the Eligibility of the Goods and Related Services</td>
<td>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.</td>
</tr>
<tr>
<td>21. Documents Establishing the Conformity of the Goods and Related Services</td>
<td>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.</td>
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<tr>
<td></td>
<td>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.</td>
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<td></td>
<td>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.</td>
</tr>
<tr>
<td></td>
<td>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.</td>
</tr>
<tr>
<td>22. Documents Establishing the Qualifications of the Bidder</td>
<td>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:</td>
</tr>
<tr>
<td></td>
<td>(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;</td>
</tr>
<tr>
<td></td>
<td>(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;</td>
</tr>
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</table>
(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 reputable financial institution acceptable to the
<table>
<thead>
<tr>
<th>Section</th>
<th>Summary</th>
</tr>
</thead>
<tbody>
<tr>
<td>24.3</td>
<td>Any Bid not accompanied by a responsive Bid Security shall be rejected by the Purchaser as non-responsive.</td>
</tr>
<tr>
<td>24.4</td>
<td>The Bid Securities of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder furnishing the Performance Security pursuant to ITB Clause 47.</td>
</tr>
<tr>
<td>24.5</td>
<td>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.</td>
</tr>
<tr>
<td>24.6</td>
<td>The Bid Security shall be forfeited:</td>
</tr>
<tr>
<td>(a)</td>
<td>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</td>
</tr>
<tr>
<td>(b)</td>
<td>if the successful Bidder fails to:</td>
</tr>
<tr>
<td>(i)</td>
<td>sign the Contract in accordance with ITB Clause 46;</td>
</tr>
<tr>
<td>(ii)</td>
<td>furnish a Performance Security in accordance with ITB Clause 47; or</td>
</tr>
<tr>
<td>(iii)</td>
<td>accept the correction of its Bid Price pursuant to ITB Sub-Clause 34.4</td>
</tr>
<tr>
<td>24.7</td>
<td>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.</td>
</tr>
<tr>
<td>25. Format and Signing of Bid</td>
<td>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.</td>
</tr>
<tr>
<td></td>
<td>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.</td>
</tr>
</tbody>
</table>
| | 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**

<table>
<thead>
<tr>
<th>26. Submission, Sealing and Marking of Bids</th>
<th>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.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>26.2 The inner envelopes shall:</td>
</tr>
<tr>
<td></td>
<td>(a) be signed across their seals by the person authorized to sign the Bid on behalf of the Bidder; and</td>
</tr>
<tr>
<td></td>
<td>(b) be marked “ORIGINAL”, “ALTERNATIVE” (if any) and “COPIES”;</td>
</tr>
<tr>
<td></td>
<td>26.3 The outer envelope shall:</td>
</tr>
<tr>
<td></td>
<td>(a) be marked “Confidential”;</td>
</tr>
<tr>
<td></td>
<td>(b) be addressed to the Purchaser at the address provided in the BDS;</td>
</tr>
<tr>
<td></td>
<td>(c) bear the name and identification number of the Contract as defined in the BDS; and</td>
</tr>
<tr>
<td></td>
<td>(d) provide a warning not to open before the specified time and date for Bid Opening as defined in the BDS.</td>
</tr>
<tr>
<td></td>
<td>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.</td>
</tr>
<tr>
<td></td>
<td>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.</td>
</tr>
<tr>
<td></td>
<td>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.</td>
</tr>
<tr>
<td></td>
<td>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.</td>
</tr>
</tbody>
</table>

| 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. |

---

7 The receiving address shall be an office that is staffed during normal working hours by personnel authorized to certify time and date of receipt and assure safe-keeping until Bid opening. A post office address is not to be used. The address must be the same as the receiving address described in the Invitation for Bids.
<table>
<thead>
<tr>
<th>Section</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>27.2</td>
<td>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.</td>
</tr>
<tr>
<td>28. Late Bids</td>
<td>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.</td>
</tr>
<tr>
<td>29. Withdrawal, Substitution and Modification of Bids</td>
<td>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:</td>
</tr>
<tr>
<td></td>
<td>(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</td>
</tr>
<tr>
<td></td>
<td>(b) Received by the Purchaser prior to the deadline prescribed for submission of Bids, in accordance with ITB Clause 27.</td>
</tr>
<tr>
<td>29.2</td>
<td>Bids requested to be withdrawn in accordance with ITB Sub-Clause 29.1 shall be returned unopened to the Bidders.</td>
</tr>
<tr>
<td>29.3</td>
<td>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.</td>
</tr>
<tr>
<td>29.4</td>
<td>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.</td>
</tr>
<tr>
<td>30. Bid Opening</td>
<td>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.</td>
</tr>
<tr>
<td>30.2</td>
<td>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.</td>
</tr>
</tbody>
</table>
30.3 First, envelopes marked “WITHDRAWAL” shall be opened and read out and the envelope with the corresponding Bid shall not be opened, but shall be returned to the Bidder. No Bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at Bid Opening. Next, envelopes marked “SUBSTITUTION” shall be opened and read out and exchanged with the corresponding Bid being substituted. The substituted Bid shall not be opened, but shall be returned to the Bidder. No Bid substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at Bid Opening. Envelopes marked “MODIFICATION” shall be opened and read out with the corresponding Bid. No Bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Bid Opening. Only envelopes that are opened and read out at Bid Opening shall be considered further.

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

30.5 The Purchaser shall prepare a record of the Bid Opening, which shall include the information disclosed to those present in accordance with ITB Sub-Clause 30.4. The minutes shall include, as a minimum:

(a) the Contract title and reference number;
(b) the Bid number;
(c) the Bid deadline date and time;
(d) the date, time and place of Bid Opening;
(e) Bid prices, per lot if applicable, offered by the Bidders, including any discounts and alternative offers;
(f) the presence or absence of Bid Security and, if present, its amount;
(g) the name and nationality of each Bidder, and whether there is a withdrawal, substitution or modification;
(h) the names of attendees at the Bid Opening, and of the Bidders they represent (if any);
(i) details of any complaints or other comments made by attendees/representatives attending the Bid Opening, including the names and signatures of the attendees/representatives making the complaint(s) and/or comment(s); and

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

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

E. Evaluation and Comparison of Bids

31. Confidentiality

31.1 Information relating to the examination, evaluation, comparison and post qualification of Bids, and recommendation of Contract Award, shall not be disclosed to Bidders or any other persons not officially concerned with such process until publication of the Contract Award.

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

33. Responsiveness of Bids

33.1 The Purchaser’s determination of a Bid’s responsiveness shall be based on the contents of the Bid itself, and is to determine which of the Bids received are responsive and thereafter to compare the responsive Bids against each other to select the lowest evaluated Bid.

33.2 A substantially responsive Bid is one that conforms to all the terms, conditions and specifications of the Bidding Documents without material deviation, reservation or omission. A material deviation, reservation or omission is one that:

(a) affects in any substantial way the scope, quality or performance of the Goods or Related Services required; or

(b) limits in any substantial way inconsistent with the Bidding Documents, the Purchaser’s rights or the Bidder’s obligations under the Contract; or

(c) if rectified would affect unfairly the competitive position of
other Bidders presenting responsive Bids

33.3 If a Bid is not substantially responsive to the Bidding Documents it shall be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation or omission.

### 34. Nonconformities, Errors and Omissions

34.1 Provided that a Bid is substantially responsive, the Purchaser may waive any non-conformities or omissions in the Bid that do not constitute a material deviation.

34.2 Provided that a Bid is substantially responsive, the Purchaser may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.

34.3 Provided that the Bid is substantially responsive, the Purchaser shall correct arithmetical errors on the following basis:

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

(b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and

(c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to ITB Sub-Clauses 34.3 (a) and (b) above.

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

### 35. Preliminary Examination of Bids

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

35.2 The Purchaser shall confirm that the following documents and information have been provided in the Bid. If any of these documents or information is missing, the offer shall be rejected.

(a) Bid Submission Sheet, in accordance with ITB Sub-Clause 12.1 (a);

(b) Price Schedules, in accordance with ITB Sub-Clause 12.1 (a);
(c) Bid Security, in accordance with ITB Clause 24.

<table>
<thead>
<tr>
<th>36. Examination of Terms and Conditions; Technical Evaluation</th>
</tr>
</thead>
<tbody>
<tr>
<td>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.</td>
</tr>
<tr>
<td>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.</td>
</tr>
<tr>
<td>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.</td>
</tr>
</tbody>
</table>

<table>
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<tr>
<th>37. Conversion to Single Currency</th>
</tr>
</thead>
<tbody>
<tr>
<td>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.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>38. Margin of Preference</th>
</tr>
</thead>
<tbody>
<tr>
<td>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.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>39. Evaluation of Bids</th>
</tr>
</thead>
<tbody>
<tr>
<td>39.1 The Purchaser shall evaluate each Bid that has been determined, up to this stage of the evaluation, to be substantially responsive.</td>
</tr>
<tr>
<td>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.</td>
</tr>
<tr>
<td>39.3 To evaluate a Bid, the Purchaser shall consider the following:</td>
</tr>
<tr>
<td>(a) evaluation shall be done for Items or Lots, as specified in the BDS;</td>
</tr>
<tr>
<td>(b) the Bid Price, as quoted in accordance with ITB Clause 16;</td>
</tr>
<tr>
<td>(c) price adjustment for correction of arithmetic errors in accordance with ITB Clause 34.3;</td>
</tr>
<tr>
<td>(d) price adjustment due to discounts offered in accordance with ITB Clause 16.4;</td>
</tr>
<tr>
<td>(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</td>
</tr>
<tr>
<td>(f) Adjustments due to the application of a margin of preference, in accordance with ITB Clause 38, if applicable.</td>
</tr>
<tr>
<td>39.4 The Purchaser’s evaluation of a Bid shall exclude and not take into account:</td>
</tr>
<tr>
<td>(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;</td>
</tr>
<tr>
<td>(b) in the case of Goods manufactured outside Bhutan, already imported</td>
</tr>
</tbody>
</table>
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. Post qualification 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 bank located in Bhutan or by a foreign bank acceptable to the Purchaser through a correspondent bank located in Bhutan.

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

## A. Introduction

<table>
<thead>
<tr>
<th>ITB 1.1</th>
<th>The Purchaser is: Ministry of Works &amp; Human Settlement.</th>
</tr>
</thead>
<tbody>
<tr>
<td>ITB 1.1</td>
<td>The name, identification number and number of lots within this procurement are: Printing &amp; Binding.</td>
</tr>
</tbody>
</table>

## B. Bidding Documents

| ITB 8.2 | For **clarification of Bid purposes** only, the Purchaser’s address is:  
Attention: Asst. Procurement Officer  
Address: Asst. Procurement Officer, AFD, Procurement Section, Ministry of Works & Human Settlement, Room No. 53 Thimphu, Bhutan  
Facsimile number: 00975-2-322894  
Electronic mail address: procurementsection@mowhs.gov.bt |

## 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:  
 a) Copy of Valid Trade License, past performance certificate if any, Tax Clearance Certificate etc.  
 b) 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) | Integrity Pact: **not required.** |
| ITB 15.1 | Alternative Bids shall not be permitted. |
| ITB 16.5 | The Inco-terms edition is: 2013. |
| ITB 16.6 (a) (iii), (b) (ii) and (c) (v) | The final destination (Project Site) is: MoWHS, building, Thimphu. |
| ITB 17.1 | The price(s) 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 remitted to RRCO. |
| ITB 18.1 | The Bidder is required to quote in Ngultrum (BTN). |
| ITB 21.3 | The period of time for which the Goods are expected to be functioning: This clause is partially modified as follows: the period of time for which the Goods are supplied should confirm to its specified specifications and quality standard to suit for its intended purpose. The goods of spurious quality or having manufacturing defects will have to be replaced immediately upon notification of rejection. |
| ITB 22.1 (a) | Manufacturer’s authorization; Not required. |
| ITB 22.1 (b) | This clause is amended as follows: Your are request to submit the sample copy of the books for final approval for bulk printing. |
| ITB 23.1 | The Bid validity period shall be 60 (sixty) days from the date of bid closing/opening. |
| ITB 24.1 | The amount and currency of the Bid Security should be 2% of the total bid amount. The bid security shall be in the form of Demand Draft, Cash Warrant or Letter of Guarantee favoring Dy. Chief Accounts Officer, MoW&HS. The validity of the bid security shall be valid for the period of 90 days from the date of bid opening. |

**D. Submission and Opening of Bids**

<p>| ITB 25.1 and 26.1 | In addition to the original of the Bid, the number of copies is: one original and one copy |</p>
<table>
<thead>
<tr>
<th>ITB 26.3 (d)</th>
<th>The name and identification number of the Contract is: Printing &amp; Binding.</th>
</tr>
</thead>
<tbody>
<tr>
<td>ITB 26.3 (e)</td>
<td>The time and date for Bid Opening is on 24\textsuperscript{th} August, 2015 at 11.30 AM Bhutan Standard Time</td>
</tr>
<tr>
<td>ITB 26.7</td>
<td>Bidders shall not have the option of submitting their Bids electronically.</td>
</tr>
</tbody>
</table>
| ITB 27.1    | For Bid submission purposes, the Purchaser’s address is:  
Attention: Asst. Procurement Officer  
Address: Procurement Section, AFD, Ministry of Works & Human Settlement Old building, Room No. 53 Thimphu, Bhutan  
The deadline for the submission of Bids is:  
Date: 24\textsuperscript{th} August, 2015.  
Time: 11.15 AM Bhutan Standard Time. |
| ITB 30.1    | The Bid Opening shall take place at:  
Address: In the Chamber of the Chief Administrative Officer, AFD or in the conference hall  
Date: 24\textsuperscript{th} August, 2014.  
Time: At 11.30 AM Bhutan Standard Time |

**E. Evaluation and Comparison of Bids**

| ITB 37.1    | Bid prices shall be expressed in Ngultrum (BTN) only |
| ITB 38.1    | A margin of five percent (5\%) Domestic Preference shall Not be applicable. |
| ITB 39.3 (a) | Evaluation will be done for item rate. 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] the supplier must furnish such security upon award of Contract.  
(g) [Insert any other specific criteria] |
| ITB 39.6 | Bidders shall be allowed to quote separate prices for one or more items. 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 15%  
The maximum percentage by which quantities may be decreased is 15% |
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. Post qualification Requirements (ITB Sub-Clause 41.2)

1. Domestic Preference (ITB 38)

1.1 If the Bidding Data Sheet (BDS) so specifies, the purchaser may grant a margin of preference to goods manufactured in the Purchaser’s country for the purpose of bid comparison, in accordance with the procedure outlined in subsequent paragraphs:

1.2 Bids will be classified in one of the three groups, as follows:

   a) Group A: Bids offering goods manufactured in Bhutan, for which (i) labor, raw materials and components from within the country account for more than thirty (30) percent of the EXW price; and (ii) the production facility in which they will be manufactured or assembled has been engaged in manufacturing or assembling such goods at least since the date of bid submission.
b) Group B: All other bids offering Goods manufactured in Bhutan

c) Group C: Bids offering Goods manufactured outside Bhutan that have been already imported or that will be imported.

1.3 The price quoted for goods in bids of Group A and B shall include all duties and taxes paid or payable on the basic materials or components purchased in the domestic market or imported, but shall exclude the sales and similar taxes on the finished product. The price quoted for goods in bids of Group C shall be on CIF or CIP (place of destination), which is exclusive of customs duties and other import taxes already paid or to be paid.

1.4 In the first step, all evaluated bids in each group shall be compared to determine the lowest bid in each group. Such lost evaluated bids shall be compared with each other and if, as a result of this comparison, a bid from Group A or Group B is the lowest, it shall be selected for the award.

1.5 If as a result of proceeding comparison, the lowest evaluated bid is a bid from Group C, the lowest evaluated bid from Group C shall be further compared with the lowest evaluated bid from Group A after adding to the lowest evaluated price of goods offered in the bid from Group C, for the purpose of this further comparison only, an amount equal to five (5) percent of the CIF or CIP bid price. The lowest evaluated bid determined form this last comparison shall be selected for the award.

2. Evaluation Criteria (ITB 39.3 (e))

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

(a) Delivery Schedule. (as per Inco-terms specified in the BDS)

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

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

or

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

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

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

or

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

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

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

Operating and maintenance cost. 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).

(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 post qualification criteria (this Section III, Sub-Section ITB Sub-Clause 41.2, Post qualification 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 ITEMt; and

(ii) the price reduction per ITEM and the methodology for its application as offered by the Bidder in its Bid.

4. Post qualification Requirements (ITB 41.2)

After determining the lowest-evaluated Bid in accordance with ITB Sub-Clause 40.1, the Purchaser shall carry out the post-qualification 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)]

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

Section IV.

Bidding Forms
Table of Forms

<table>
<thead>
<tr>
<th>Form</th>
<th>Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bidder Information Form</td>
<td>Error! Bookmark not defined.</td>
</tr>
<tr>
<td>Joint Venture, Consortium or Association (JV/C/A) Partner Information Form</td>
<td>Error! Bookmark not defined.</td>
</tr>
<tr>
<td>Bid Security (Bank Guarantee)</td>
<td>Error! Bookmark not defined.</td>
</tr>
<tr>
<td>Manufacturer’s Authorization</td>
<td>Error! Bookmark not defined.</td>
</tr>
<tr>
<td>Manufacturer’s Authorization</td>
<td>Error! Bookmark not defined.</td>
</tr>
</tbody>
</table>
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

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
</table>
| 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.:** [……………………………………………………………………..]

1. Bidder’s Legal Name: [……………………………………………………………]
2. JV/C/A Party’s legal name: [……………………………………………………………]
3. JV/C/A Party’s Country of Registration: [………………………………………………………]

4. JV/C/A Party’s Year of Registration: [……………………………………………………………]

5. JV/C/A Party’s Legal Address in Country of Registration:
   […………………………………………………………………….]

6. JV/C/A Party’s Authorized Representative Information

   Name: [……………………………………………………………]

   Address: [……………………………………………………………]

   Telephone/Fax numbers: [……………………………………………………………]

   E-mail Address: [………………………………………………………………………]

7. Attached are copies of the following original documents: [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 Security (Bank Guarantee)

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

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

Beneficiary: ______________________ [Name and Address of Purchaser]

Date: ______________

BID GUARANTEE No.: ______________

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

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

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

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

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

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

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

__________________________
[Signature (s)]

Manufacturer’s Authorization

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

Date: […………………………………………………]
Invitation for Bid No.: [……………………………]
Alternative No.: […………………………………………………]
To: [………………………………………………………………………………….]

WHEREAS

We [………………………………………………………………………], who are official manufacturers of [……………………………………………………………], having factories at [………………………………………………………………………………………], do hereby authorize [………………………………………………………………………………………………………] 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 [………………………………………………………………………], 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: […………………………………………………]
Name: […………………………………………………………]
Title: […………………………………………………………]
Duly authorized to sign this Authorization for and on behalf of [……………………………………………………………………….]
Dated on the [………………………………………………………..].

Bid Submission Sheet

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

Date: [……………………………………..]
Invitation for Bid No.: […………………………]
Alternative No.: [………………………………………]
To: […………………………………………………………………………………]

We, the undersigned, declare that:
(a) We have examined and have no reservations to the Bidding Documents, including Addenda No.: […………………………………………………………………………………………………….]

(b) We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Schedule of Supply the following Goods and Related Services: […………………………………………………………………………………………………….]

(c) The total price of our Bid, 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: [………………………………………………………………………………………………………………………….]

(e) Our Bid shall be valid for a period of [……………………………..] days from the date fixed for the Bid submission deadline in accordance with ITB Sub-Clause 27.1, and it shall remain binding upon us and may be accepted at any time before expiry of that period;

(f) If our Bid is accepted, we commit to provide a Performance Security in accordance with ITB Clause 47 and GCC Clause 19 for the due performance of the Contract;

(g) We are not participating, as Bidders, in more than one Bid in this bidding process, other than any alternative offers submitted in accordance with ITB Clause 15;

(h) We, including any subcontractors or suppliers for any part of the Contract, have nationality from eligible countries viz: […………………………………………………………………………………………………….]

(i) We have no conflict of interest pursuant to ITB Sub-Clause 3.2;
(j) Our firm, its affiliates or subsidiaries - including any subcontractors or suppliers for any part of the contract - has not been declared ineligible by the Purchaser under the laws or official regulations of Bhutan, in accordance with ITB Sub-Clause 3.4;

(k) The following commissions, gratuities or fees have been paid or are to be paid with respect to the bidding process or execution of the Contract: [insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity]

<table>
<thead>
<tr>
<th>Name of Recipient</th>
<th>Address</th>
<th>Reason</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

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

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

Signed: [__________________________________]

In the capacity of:[___________________________________]

Name: [______________________________________________]

Duly authorized to sign the bid for and on behalf of: _______________________________

Dated on [____________ day of __________________, _______]
Price Schedule Forms / (Bill of Quantities)

The Bidder shall fill in these Price Schedule Forms in accordance with the instructions indicated.

<table>
<thead>
<tr>
<th>Sl. No</th>
<th>Description of Goods/Services</th>
<th>size</th>
<th>Pages/Unit</th>
<th>Qty</th>
<th>Paper/GSM</th>
<th>Binding type</th>
<th>Rate/book</th>
<th>Total Amount</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Bhutan Schedule of rates BSR (Civil) 2015</td>
<td>A4 size</td>
<td>2 pages</td>
<td>125 pages</td>
<td>150 booklets</td>
<td>200 GSM (Art paper)</td>
<td>Perfect binding</td>
<td>[ ]</td>
<td>[ ]</td>
</tr>
<tr>
<td>2</td>
<td>Bhutan Schedule of rates BSR (Electrical) 2015</td>
<td></td>
<td>3 pages</td>
<td>89 pages</td>
<td>100 booklets</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Labour and material co-efficient (Civil) 2015</td>
<td></td>
<td>2 pages</td>
<td>221 pages</td>
<td>75 booklets</td>
<td>75 GSM</td>
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<td></td>
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<tr>
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<td>Labour and material co-efficient (Electrical) 2015</td>
<td></td>
<td>3 pages</td>
<td>279 pages</td>
<td>75 booklets</td>
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<td>5</td>
<td>Specification of Electrical Works (Electrical) 2015</td>
<td></td>
<td>3 pages</td>
<td>71 pages</td>
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<tr>
<td>6</td>
<td>Specification of Building &amp; Works (Civil) 2015</td>
<td></td>
<td>2 pages</td>
<td>490 pages</td>
<td>75 booklets</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Name of Bidder (insert complete name of bidder) Signature of Bidder (Signature of person signing the bid) Date (insert Date)
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

Contents

1. List of Goods and Delivery Schedule………………………………….53
2. List of Related Services and Completion Schedule…………………..54
3. Technical Specifications……………………………………………….55
4. Drawings……………………………………………………………….57
5. Inspections and Tests…………………………………………………..58
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]

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Description of Goods</th>
<th>Qty.</th>
<th>Physical unit</th>
<th>Final (Project Site) Destination as specified in BDS</th>
<th>Delivery Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Earliest Delivery Date</td>
</tr>
<tr>
<td>1</td>
<td>Printing &amp; Binding</td>
<td>550</td>
<td>1 set</td>
<td>MoWHS, building Thimphu</td>
<td>10 days</td>
</tr>
</tbody>
</table>
2. List of Related Services and Completion Schedule

<table>
<thead>
<tr>
<th>Service</th>
<th>Description of Service</th>
<th>Quantity</th>
<th>Physical Unit</th>
<th>Place where Services shall be performed</th>
<th>Final Completion Date(s) of Services</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Printing &amp; Binding</td>
<td>550 booklets</td>
<td>1 set</td>
<td>MoWHS, old building</td>
<td>Within 10 (Ten) to 15 days from the date of issue of supply order</td>
</tr>
</tbody>
</table>
3. Technical Specification

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:

<table>
<thead>
<tr>
<th>Item No</th>
<th>Name of Goods</th>
<th>Technical Specifications and Standards</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Printing &amp; Binding</td>
<td>-</td>
</tr>
</tbody>
</table>

Detailed Technical Specifications and Standards [whenever necessary].

[Insert detailed description of TS]

All supplies must be of genuine quality and brand. Sample must be supplied where ever indicated and required as per the bidding data sheet.”
4. Inspections and Tests

The following inspections and tests shall be performed: [by the procuring agency]

The quality of the goods supplied shall be strictly checked and inferior quality goods supplied will have to conform to the required standards and specifications. Any goods not conforming to the technical specification will be unconditionally rejected and supplier must replace the rejected item or lot with the required quality. Additional cost for replacement will not be borne by the purchaser and should be replaced within the time allowed.

Should the supplier fail to replenish the rejected lot(s) or item within the allowed time, the purchaser has the right to procure from other source at the cost and risk of the defaulting supplier. Under no circumstances the substandard quality shall be supplied by the bidder.

The purchaser may also to conduct third party inspection test independently should the requirement so demands and the cost for incurred for conducting such test will be charged to the supplier.