STANDARD BIDDING DOCUMENTS

Procurement of Goods

(Above Nu. 0.500 Million)



Royal Government of Bhutan Ministry of Finance

2019

|  |  |
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| **Name of Work/Procurement** | **Re-Tendering for Printing and Supply of School Textbooks (REC Publication) for 2021 Academic Year** |
| **Period of Completion/Delivery**  |  **On or before 31st January,2021**  |
| **Bid Reference No** | **MoE/PRO-5/2020-2021 (FY)/1161, dated 3rd November,2020**  |
| **Date of Issue** |  **4th November, 2020 (Kuensel)** |
| **Method of Procurement** | **SIMPLIED for SPRR-2020 ( National Competitive Bidding)**  |
| **Bidder’s Name and Address** |  |

##### Procurement Section

**Directorate of Services**

##### (Ministry of Education)

Download date w.e.f.: **4th November, 2020- 17th November, 2020**

**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 2019.Thisdocumentwillcomeintoeffectfrom 1stJuly, 2019.

For any comments or clarifications on this Standard Bidding Document contact:

Government Procurement and Property Management Division Department of National Properties

Ministry of Finance

Royal Government of Bhutan

**SAMPLE FORMAT FOR INVITATION FOR BIDS**

**Invitation for Bids (IFB)**

**Name of Project: Re-Tendering for Printing and Supply of School Textbooks (REC Publication) for 2021Academic Year**

**IFB title and Number: MoE/PRO-5/2020-2021 (FY)/1161, dated 3rd November, 2020**

1. The *[***Ministry of Education, Kawang Jangsa, Thimphu***]* now invites sealed Bids from eligible and qualified Biddersforthe “**Printing and Supply of School Textbooks (REC Publication)” for 2021 Academic Year which is to be distributed to schools across the Country.**
2. Biddingwillbeconductedthroughthe **National Competitive Bidding** procedures specified in the RGoB Procurement Rules and Regulations, andisopentoallBiddersfromCountriesasdefinedinSectionVoftheBiddingDocuments.
3. Interested eligible Bidders may obtain further information from**Procurement Section, Directorate of Services, Ministry of Education, Kawang Jangsa, Thimphu @02-325420** and inspect the Bidding Documents at the addressgivenbelow:

**Deputy Chief Procurement Officer**

**Procurement Section**

**Directorate of Services**

**Ministry of Education**

**Kawang Jangsa, Thimphu**

1. Qualification requirements include: **Should be an eligible national bidder holding a General Printing License issued by BICMA.**
2. A complete set of Bidding Documents in *[****ENGLISH****]* may be downloaded by interested and eligible Bidders at free of cost from Ministry of Education website ([www.education.gov.bt](http://www.education.gov.bt))
3. Bidsmustbedeliveredtotheaddressbelowatorbefore ***[11:00AM, 17th Novermber, 2020 ]*.**LateBidswillberejected.Bidswillbe openedphysicallyinthepresenceof theBidders’representativeswhochoosetoattendinpersonoron-lineattheaddressbelowat ***2:00PM]*,** on same day at MoE Conference Hall.

**DIRECTOR**

**Directorate of Services**

**Ministry of Education**

**Kawang Jangsa**

**Thimphu, Bhutan**

1. All Bids shall be accompanied by a Bid Security of 2% of the Grand Total Quoted Amount in Bhutanese Currency (Ngultrum).

**Bidding Documents for [RE Tendering for Printing and Supply of School Textbooks (REC Publication) for 2021Academic Year]**

**Procuring Agency [Ministry of Education, Kawang Jangsa, Thimphu**

**STANDARD BIDDINGDOCUMENTS**

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**PART1**

**BIDDING PROCEDURES**

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	1. **GENERAL**

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| **1. Scope of Bid and Source ofFunds** | * 1. ThePurchaser,asindicatedintheBidDataSheet(BDS),issuesthese BiddingDocumentsforthesupplyofGoodsandRelatedServices incidentaltheretoasspecifiedinSectionVI,ScheduleofSupply. The name, identification number, and number of lots within this procurementareprovidedintheBDS
	2. Throughout these BiddingDocuments:
		1. the term “in writing” means communicated in written form (eg bymail,electronicmail,fax,telex)withproofofreceipt;
		2. if the context so requires, “singular” means plural” and vice versa;and
		3. “day” means calendarday.
	3. TheEmployerasdefinedinsectionII,BiddingDataSheet

(BDS)hasreceivedabudgetfromRGoBtowardsthecostofthe GoodsdefinedintheBDSandintendstoapplyapartofthefunds tocovereligiblepaymentsunderthiscontract. |
| **2. FraudandCor- ruption** | * 1. It is RGoB policy to require that Purchasers, Bidders, Suppliers, ContractorsandtheirSubcontractorsobservethehigheststandards of ethics during the procurement and execution of contracts.8 In pursuanceofthispolicy,theRGoB:
		1. defines, for the purposes of this provision, the terms set forth below asfollows:
			1. “Corrupt practice”9 is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value10 to influence improperly the actions of anotherparty;
			2. “Fraudulentpractice”11isanyintentionalactoromission, includinga misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtainafinancialorotherbenefitortoavoidanobligation;
 |

1. Inthiscontext,anyactiontakenbyaBidder,Supplier,ContractororaSubcontractortoinfluencetheprocurementprocessor contractexecutionforundueadvantageisimproper.
2. “another party” refers to a public official acting in relation to the procurement process or contract execution. In this context, “publicofficial”includesstaffandemployeesofanyorganizations(includinganyinstitutionsprovidingfinancefortheGoods) taking or reviewing procurementdecisions.
3. “anythingofvalue”includes,butisnotlimitedto,anygift,loan,fee,commission,valuablesecurityorotherassetorinterest inanasset;anyoffice,employmentorcontract;anypayment,dischargeorliquidationofanyloan,obligationorotherliability 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 notalready institutedandincludingtheexerciseortheforbearancefromtheexerciseofanyrightoranyofficialpowerorduty.
4. a“party”referstoapublicofficial;theterms“benefit”and“obligation”relatetotheprocurementprocessorcontractexecution; andthe“actoromission”isintendedtoinfluencetheprocurementprocessorcontractexecution.
	1. “Collusive practice”12 is an arrangement between twoor more parties designed to achieve an improper purpose, including to influence improperly the actions ofanother party;
	2. “Coercive practice”13 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 aparty;
	3. “Obstructive practice”is

(aa)deliberately destroying, falsifying, altering or concealingofevidencematerialtotheinvestigation or making false statements to investigatorsin order materially to impede any investigationinto allegations of a corrupt, fraudulent, coercive orcollusive practice; and/or threatening, harassing or intimidating any party to prevent it fromdisclosingitsknowledgeofmattersrelevanttothe investigation or from pursuing the investigation; or

(bb)acts intended materially to impede the exercise of the inspection and audit rights of the Purchaseror any organizationor person appointed by the Purchaser and/or any relevant RGoB agency providedforunderITBSub-Clause2.1(d)below.

1. will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engagedincorrupt,fraudulent,collusive,coerciveorobstructive practices in competing for the contract inquestion;
2. will sanction a firm or individual, including declaring themineligible,eitherindefinitelyorforastatedperiodoftime,tobe awardedanRGoB-financedcontractifitatanytimedetermines that they have, directly or through an agent, engaged in corrupt,fraudulent,collusive,coerciveorobstructivepractices incompetingfor,orinexecuting,anRGoB-financedcontract;
3. 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 relevantRGoBagencytoinspecttheiraccountsandrecordsandother documents relating to their Bid submission and contract performance and to have them audited by auditorsappointed by thePurchaser;
4. “parties” refers to participants in the procurement process (including public officials) and an “improper purpose” includes attemptingtoestablishbidpricesatartificial,noncompetitivelevels.
5. a“party”referstoaparticipantintheprocurementprocessorcontractexecution.

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|  | 1. 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
2. willreportanycaseofcorrupt,fraudulent,collusive,coerciveor obstructivepracticetotherelevantRGoBagencies,including but not limited to the Anti-corruption Commission (ACC) of Bhutan, for necessary action in accordance with the statutes andprovisionsoftherelevantagency.

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. EligibleBidders** | * 1. A Bidder, and all parties constituting the Bidder, may have thenationality of any country, subject to the restrictions specified in Section V, Eligible Countries and any specific category of trade licenseifsospecifiedintheBDS.ABiddershallbedeemedtohave thenationalityofacountryiftheBidderisacitizenorisconstituted, incorporated, or registered and operates in conformity with theprovisionsofthelawsofthatcountry.Thiscriterionshallalsoapply tothedeterminationofthenationalityofproposedsubcontractors orsuppliersforanypartoftheContractincludingRelatedServices.
	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 ifthey:
		1. are associated, or have been associated in the past, with a firm oranyofitsaffiliateswhichhasbeenengagedbythePurchaser 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
		2. submit more than one Bid in this bidding process, except for alternativeofferspermittedunderITBClause17.However,this doesnotlimittheparticipationofsubcontractorsinmorethan oneBid.
		3. 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,spouseandownchildren.
		4. theyhaveatleastonecontrollingpartnerincommon;
		5. theyreceiveorhavereceivedanydirectorindirectsubsidyfrom

eitherparty; |

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|  | 1. theyhavethesameauthorizedlegalrepresentativeforpurposes of thisBid;
2. they have a relationship with each other, directly or through common third parties, that puts them in a position to have accesstoinformationaboutorinfluenceontheBidofanother Bidder, or influence the decisions of the Employerregarding this biddingprocess;
	1. 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 thePurchaser.
	2. A Bidder that is under a declaration of ineligibility pursuant to ITB Sub-Clause2.1(c)shallnotbeeligibletoparticipateinthisbidding process in anycapacity.
	3. Bidders shall provide such evidence of their continuedeligibility satisfactory to the Purchaser as the Purchaser shall reasonably request.
 |
| **4. Exclusionof Bidders** | * 1. ABiddershallbeexcludedfromparticipatinginthisbiddingprocess under the followingcircumstances:
		1. as a matter of law or official regulation, RGoB prohibits commercial relations with the country in which the Bidderis constituted,incorporatedorregistered;or
		2. byanactofcompliancewithadecisionoftheUnitedNations Security Council taken under Chapter VII of the Charter oftheUnitedNations,RGoBprohibits(i)anyimportofGoodsor contractingofServicesfromthecountryinwhichtheBidderis constituted,incorporatedorregisteredor(ii)anypaymentsto personsorentitiesinthatcountry;or
		3. heisinsolventorisinreceivershiporisabankruptorisinthe processofbeingwoundup;orhasenteredintoanarrangement with creditors;or
		4. hisbusinessaffairsarebeingadministeredbyacourt,judicial

officer or appointed liquidator; or* + 1. he has suspended business or is in any analogous situation arisingfromsimilarproceduresunderthelawsandregulations ofhiscountryofestablishment;or
		2. he has been found guilty of professional misconduct bya

recognized tribunal or professional body;or* + 1. hehasnotfulfilledhisobligationswithregardtothepayment of taxes, social security or other payments due inaccordance withthelawsofthecountryinwhichheisestablishedorofthe Kingdom of Bhutan;or
		2. heis guilty of serious misrepresentation insupplying

information in his tender; or* + 1. he has been convicted for fraud and/or corruption by a competent authority;or
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|  | 1. hehasnotfulfilledanyofhiscontractualobligationswiththe Purchaser in thepast.
2. hehasbeendebarredfromparticipationinpublicprocurement

by any competent authority as per law. |
| **5. EligibleGoods and Related Services** | * 1. All the Goods and Related Services to be supplied under the Contractmayhavetheirorigininanycountryinaccordancewith SectionV,EligibleCountriesandifsorequiredshallcomplywith requirementsspecifiedinthe**BDS.**
	2. For the purposes of this Clause, the term “Goods” includes commodities, raw material, machinery, equipment and industrial plants; and “Related Services” includes services such as insurance, installation, training, and initialmaintenance.
	3. Theterm“origin”meansthecountrywheretheGoodshavebeen mined, grown, cultivated, produced, manufactured or processed; or, throughmanufacture, processing, or assembly, another commerciallyrecognizedarticleresultsthatdifferssubstantiallyin itsbasiccharacteristicsfromitscomponents.
 |
| **B. CONTENTS OF BIDDING DOCUMENTS** |
| **6. PartsofBidding Documents** | 6.1. The Bidding Documents consist of Parts 1, 2 and 3, which include all the Sections indicated below, and should be read in conjunction with any Addenda issued in accordance with ITB Clause 9. |
|  | **PART 1 Bidding Procedures*** SectionI. Instructions to Bidders(ITB)
* SectionII. Bid Data Sheet(BDS)
* SectionIII. Evaluation and Qualification Criteria
* SectionIV. BiddingForms
* SectionV. EligibleCountries

**PART 2 Supply Requirements*** SectionVI. Schedule ofSupply

**PART 3 Contract*** SectionVII. GeneralConditionsofContract(GCC)
* SectionVIII. SpecialConditionsofContract(SCC)
* SectionIX. ContractForms
 |
| **7. GeneralInfor- mation** | * 1. TheInvitationforBidsissuedbythePurchaserisnotpartofthe

Bidding Documents.* 1. ThePurchaserisnotresponsibleforthecompletenessoftheBidding Documents and their addenda, if any, if these were not obtained directly from thePurchaser.
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|  | 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 theBid. |
| **8. Clarification of Bidding Docu- ments** | * 1. BiddersshallnotbeallowedtoseekanyclarificationoftheBidding Documents in person or by telephone or other verbalmeans.
	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 theBDS;
	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,itshalldosofollowingtheprocedureunderITBClause 9 and ITB Sub-Clause 29.2;and
	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 BiddingDocuments.
 |
| **9. Amendmentof Bidding Docu- ments** | * 1. AtanytimepriortothedeadlineforsubmissionofBidsthePurchaser 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 prospectiveBidder.
	2. Any addendum thus issued shall be part of the Bidding Documents and shall be communicated in writing to all who have obtained the Bidding Documents directly from the Purchaser. Such addendum shall be binding on the prospective Bidders, and shall require that prospectiveBiddersconfirmreceiptofitbeforethetimeestablished for the opening ofBids;
	3. The Purchaser may, at its discretion, extend the deadline for submission of Bids pursuant to ITB Sub-Clause 29.2 to allow prospective Bidders reasonable time in which to take theaddendum into account in preparation of theirBids.
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| **C. QUALIFICATIONCRITERIA** |
| **10. Financial Capacity** | 10.1. The bidder shall have the minimum level of financial capacity if so specified in the BDS to qualify for supply of goods and related services under thecontract. |
| **11. Experience and technical capacity** | * 1. The bidder shall have the following minimum level of experience to qualify for supply of goods and related services under thecontract:
		1. the minimum number of years of experience in the supply of goodsandrelatedservicesifsospecifiedintheBDS;
		2. specific experience in the supply of similar goods and related servicesifsospecifiedintheBDS;and
		3. minimum production capacity or availability of the equipments if so specified in theBDS.
 |
| **D. PREPARATION OF BIDS** |
| **12. Cost of Bidding** | 12.1. The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Purchaser shall not be responsible or liable for those costs, regardless of the conduct or outcome of the Bidding process. |
| **13. Language of Bid** | 13.1. The Bid, as well as all correspondence and documents relating to theBidexchangedbytheBidderandthePurchaser,shallbewritten in the language specified in the BDS. Supporting documents and printedliteraturethatarepartoftheBidmaybeinanotherlanguage 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 shallgovern. |
| **14. Documents Comprising the Bid** | * 1. The Bid shall comprise thefollowing:
		1. BidSubmissionSheetandtheapplicablePriceSchedulesin

accordance with ITB Clauses 15, 16, 18 and 20;* + 1. BidSecurity,inaccordancewithITBClause26;
		2. Written confirmation authorizing the signatory of the Bid to committheBidder,inaccordancewithITBClause27;
		3. Documentary evidence in accordance with ITB Clause 21 establishing the Bidder’s eligibility tobid;
		4. Documentary evidence in accordance with ITB Clause 22 that theGoodsandRelatedServicestobesuppliedbytheBidderare of eligibleorigin;
		5. Documentary evidence in accordance with ITB Clauses 23 and 35 that the Goods and Related Services conform to theBidding Documents;
		6. Documentary evidence in accordance with ITB Clause 24 establishing the Bidder’s qualifications to perform the contract if its Bid isaccepted;
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|  | 1. Alternative Bids, if permissible, in accordance with ITBClause 17;
2. Documentary evidence or certified statements that the Bidder is not in any of the exclusion categories stipulated in ITB Sub- Clause4.1;
3. IntegrityPactStatement,inaccordancewithITBSub-Clause

2.1 (e) as specified in BDS; and(k) Any other document required in the BDS.14.2.InadditiontotherequirementsunderITB14.1,Bidssubmittedbya JVshallincludeacopyoftheJointVentureAgreemententeredinto by all members. Alternatively, a letter of intent to execute a Joint Venture Agreement in the event of a successful Bid shall be signed by all members and submitted with the Bid, together with a copyof the proposedAgreement. |
| **15. Bid Submission Sheet** | 15.1. The Bidder shall submit the Bid Submission Sheet using the form furnishedin Section IV,Bidding Forms. Thisformmustbecompleted without any alterations to its format, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested. |
| **16. Price Schedules** | 16.1.TheBiddershallsubmitthePriceSchedulesforGoodsandRelated Services,accordingtotheiroriginasappropriate,usingtheforms furnishedinSectionIV,BiddingForms. |
| **17. Alternative Bids** | 17.1. Unless otherwise indicated in the BDS alternative Bids shall not be considered. |
| **18. Bid Prices and Discounts** | * 1. ThepricesanddiscountsquotedbytheBidderintheBidSubmission SheetandinthePriceSchedulesshallconformtotherequirements specifiedbelow.
	2. AlllotsanditemsintheScheduleofSupplymustbelistedand

priced separately in the Price Schedules.* 1. The price to be quoted in the Bid Submission Sheet shall be the totalpriceoftheBidexcludinganydiscountsoffered.
	2. The Bidder shall quote any unconditional discounts and the methodologyfortheirapplicationintheBidSubmissionSheet.
	3. ThetermsEXW,CIF,CIPandothersimilartermsshallbegoverned bytherulesprescribedinthecurrenteditionofIncoterms,published bytheInternationalChamberofCommerceasspecifiedintheBDS.
 |

* 1. UnlessotherwisestatedintheBDS,Pricesshallbequotedinclusive of all applicable taxes and levies, insurance, transportation, handlingcostsandanyotherassociatedcosttofulfillthecontractual 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 thePriceScheduleforGoodsManufacturedinBhutaninsectionIV 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 followingmanner:
		1. For goods manufactured inBhutan:
			1. the price of the Goods quoted EXW (ex works, ex factory,exwarehouse,exshowroom,oroff-the-shelf,as applicable), including all Customs duties and sales and other taxes already paid or payable on the components andrawmaterialusedinthemanufactureorassemblyof theGoods;
			2. any Bhutan sales and other taxes which will be payable on the Goods if the contract is awarded to the Bidder;and
			3. the price for inland transportation, insurance and other localservicesrequiredtodelivertheGoodstotheirfinal destination(ProjectSite)specifiedintheBDS.
		2. ForGoodsmanufacturedoutsidethePurchaser’sCountry,tobe imported:
			1. the price of the Goods, quoted CIP named place of destination, in the Purchaser’s Country, as specified inthe BDS;
			2. the price for inland transportation, insurance, and other local services required to convey the Goods from the named place of destination to their final destination (ProjectSite)specifiedintheBDS;
		3. For Goods manufactured outside the Purchaser’s Country, alreadyimported:
			1. thepriceoftheGoods,includingtheoriginalimportvalue oftheGoods;plusanymark-up(orrebate);plusanyother related local cost, and custom duties and other import taxes already paid or to be paid on the Goods already imported;
			2. the custom duties and other import taxes already paid (need to be supported with documentary evidence) orto bepaidontheGoodsalreadyimported;

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|  | 1. the price of the Goods, obtained as the differencebetween
	1. and (ii)above;
2. any Purchaser’s Country sales and other taxes which will be payable on the Goods if the Contract is awarded to the Bidder;and
3. the price for inland transportation, insurance, and other local services required to convey the Goods from the named place of destination to their final destination (ProjectSite)specified**intheBDS.**

(d)forRelatedServices,otherthaninlandtransportationandother servicesrequiredtoconveytheGoodstotheirfinaldestination, wheneversuchRelatedServicesarespecifiedintheScheduleof Supply,thepriceofeachitemcomprisingtheRelatedServices (inclusiveofanyapplicabletaxes). |
|  | 18.7. If so indicated in ITB Sub-Clause 1.1, Bids are being invitedfor individualitems,lotsorpackages.Unlessotherwiseindicatedinthe BDS,pricesquotedshallcorrespondtoonehundredpercent(100%) of the items specified for each lot and to one hundred percent(100%)ofthequantitiesforeachitemofalot.Bidderswishingto offeranypricereduction(discount)fortheawardofmorethanone ContractshallspecifyintheirBidthepricereductionsapplicable to each package, or alternatively, to individual Contracts within the package. Price reductions or discounts shall be submitted in accordancewithITBSub-Clause18.4,providedtheBidsforalllots aresubmittedandopenedatthesametime. |
| **19. Price Variation** | 19.1. Prices quoted by the Bidder shall be fixed during the Bidder’s performance of the Contract and not subject to variation on any account,unlessotherwisespecifiedintheBDS.ABidsubmittedwith an adjustable price quotation shall be treated as non-responsiveandshallberejectedpursuanttoITBClause35unlessadjustable pricequotationsarepermittedbytheBDS.If,inaccordancewith theBDS,pricesquotedbytheBiddershallbesubjecttoadjustment during the performance of the Contract, a Bid submitted with afixedpricequotationshallnotberejected,butthepriceadjustment shall be treated aszero. |
| **20. Currencies of Bid** | 20.1.TheunitratesandpricesshallbequotedbytheBidderentirelyin Ngultrum(Nu).Foreigncurrencyrequirementsshallbeindicated and shall be payable at the option of the Bidder in up to threeforeign currencies. In case of International procurement, bidders mayexpresstheunitratesandpricesinfullyconvertiblecurrency.If thebidderswishtobepaidinacombinationofamountsindifferent currencies, it may quote its price accordingly up to three foreign currencies. |

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|  | * 1. The rates of exchange to be used in arriving at the localcurrency equivalent shall be the selling rates for similar transactions established by RMA on the day of bid opening. These exchange ratesshallapplyforallpaymentssothatnoexchangeriskshallbe borne by theBidder.
	2. BidsshallbeevaluatedasquotedinNgultrum(NU)inaccordance with ITB Sub-Clause 20.1, unless a Bidder has used differentexchange rates than those prescribed in ITB Sub-Clause 20.2, in whichcasetheBidshallbefirstconvertedintotheamountspayable in different currencies using the rates quoted in the Bid and then reconvertedtoNgultrum(NU)usingtheexchangeratesprescribed in ITB Sub-Clause20.2.
	3. Bidders shall indicate details of their expected foreign currency requirements in theBid.
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|  | * 1. Bidders may be required by the Employer to clarify theirforeign currency requirements and to substantiate that the amountsincludedintheratesandpricesifrequiredintheBDS,arereasonable andresponsivetoITBSub-Clause20.1.
	2. In case of International Procurement from countries other than India,theprocuringagencymayinvitebidsinconvertiblecurrencies. Thebidsshallhowever,beevaluatedinaccordancewithSub-Clause

20.3above,butthepaymentshallbemadeinthecurrencyofbid. |
| **21. Documents Establishing the Eligibility of the Bidder** | 21.1.ToestablishtheireligibilityinaccordancewithITBClause3,Bidders shall complete the Bid Submission Sheet included in Section IV,BiddingForms. |
| **22. Documents Establishing the Eligibility of the Goods and Re- lated Services** | 22.1. To establish the eligibility of the Goods and Related Services in accordancewithITBClause5,Biddersshallcompletethecountryof origindeclarationsinthePriceScheduleFormsincludedinSection IV, BiddingForms. |
| **23. Documents Establishing the Conformity of the Goods and Related Services** | * 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.
	2. Thedocumentaryevidencemaybeintheformofliterature,drawings or data, and shall consist of a detailed item by item description of theessentialtechnicalandperformancecharacteristicsoftheGoods 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 ofSupply.
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|  | * 1. TheBiddershallalsofurnishalistgivingfullparticulars,including availablesourcesandcurrentpricesofspareparts,specialtools,etc., necessaryfortheproperandcontinuingfunctioningoftheGoods duringtheperiodspecifiedintheBDSfollowingcommencementof theuseoftheGoodsbythePurchaser.
	2. Standards for workmanship, process, material and equipment, as wellasreferencestobrandnamesorcataloguenumbersspecified 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 tothose specifiedintheScheduleofSupply.
 |
| **24. Documents Establishing the Qualifications of the Bidder** | * 1. ThedocumentaryevidenceoftheBidder’squalificationstoperform the contract if its Bid is accepted shall establish to the Purchaser’s satisfaction:
		1. that,ifrequiredbytheBDS,aBidderthatdoesnotmanufacture 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 inBhutan;
 |
|  | (b) that, if required in the BDS, in the case of a Bidder not doing business within Bhutan, the Bidder is or will be (if awarded the Contract) represented by an agent in Bhutan equipped and able to carry out the Supplier’s maintenance, repair and spare parts- stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications; |
|  | (c) that Bids submitted by a Joint Venture, Consortium orAssociation(JV/C/A)oftwoormorefirmsaspartnerscomply with the followingrequirements: |
|  | (i) theBidissignedsoastobelegallybindingonallpartners; |
|  | (ii)all partners shall be jointly and severally liable for the executionoftheContractinaccordancewiththeContract terms; |
|  | (iii) one of the partners is nominated as being in charge, authorizedtoincurliabilities,andtoreceiveinstructions forandonbehalfofanyandallpartnersoftheJV/C/A; |
|  | (iv) the execution of the entire Contract, including payment, shallbedoneexclusivelywiththepartnerincharge;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. |

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|  | (d) that the Bidder meets each of the qualification criteria specified in Section III, Evaluation and Qualification Criteria. |
| **25. Period of Validi- ty of Bids** | * 1. BidsshallremainvalidfortheperiodspecifiedintheBDSfromthe Bid submission deadline prescribed by the Purchaser. A Bid valid for a shorter period shall be rejected by the Purchaser as non- responsive.
	2. In exceptional circumstances, prior to expiry of the Bid validity period, the Purchaser may request Bidders to extend the period of validityoftheirBids.Therequestandtheresponsesshallbemadein writing.TheBidSecurityshallalsobeextendedforacorresponding 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-Clause25.3
	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 Bidvalidity,theContractpriceshallbeadjustedasspecifiedinthe requestforextension.BidevaluationshallbebasedontheBidPrice withouttakingintoconsiderationtheabovecorrection.
 |
| **26. Bid Security** | * 1. TheBiddershallfurnish,aspartofitsBid,aBidSecurityinoriginal form, denominated in Ngultrum or a freely convertible currency andintheamountspecifiedintheBDS.
	2. The Bid Securityshall:
		1. attheBidder’soption,beinanyofthefollowingforms:
			1. an Unconditional Bank Guarantee;or
			2. a Banker’s Certified Cheque/Cash Warrant;or
			3. a DemandDraft;
		2. be issued by a financial institution in Bhutan acceptable to the Purchaser and selected by the Bidder. If the institution issuingtheBidSecurityislocatedoutsideBhutanitshallhave acorrespondentfinancialinstitutionlocatedinBhutantomake the Bid Securityenforceable.
		3. inthecaseofabankguarantee,besubstantiallyinaccordance withtheformofBidSecurityincludedinSectionIV,Bidding Forms, or other form approved by the Purchaser prior to Bid submission;
		4. be promptly payable upon written demand by the Purchaser in case any of the conditions listed in ITB Sub-Clause 26.6 are invoked;
		5. besubmittedinitsoriginalform;copiesshallnotbeaccepted;
		6. remain valid for a period of thirty (30) days beyond the end of the validity period of the Bid, as extended, if applicable, in accordance with ITB Sub-Clause25.2.
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|  | * 1. AnyBidnotaccompaniedbyaresponsiveBidSecurityshallbe

rejected by the Purchaser as non-responsive.* 1. The Bid Securities of unsuccessful Bidders shall be discharged/ returned as promptly as possible upon award of contract, but in any event not later than thirty (30) days after the expiration of the period of bid validity prescribed by the procuring agency and the successful Bidder furnishing the Performance Security pursuant to ITB Clause51.
	2. 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 PerformanceSecurity.
 |
|  | * 1. The Bid Security shall beforfeited:
		1. if a Bidder withdraws its Bid during the period of Bid validity specified by the Bidder on the Bid Submission Sheet, except as provided in ITB Sub-Clause 25.2;or
		2. if the successful Bidder failsto:
			1. signtheContractinaccordancewithITBClause50;
			2. furnish a Performance Security in accordance with ITB Clause 51;or
			3. accept the correction of its Bid Price pursuant to ITBSub- Clause36.4
	2. TheBidSecurityofaJV/C/AmustbeinthenameoftheJV/C/A thatsubmitstheBid.IftheJV/C/Ahasnotbeenlegallyconstituted atthetimeofbiddingtheBidSecurityshallbeinthenamesofall futurepartnersasnamedintheletterofintent.
 |
| **27. Format and Signing of Bid** | * 1. TheBiddershallprepareONEOriginalofthedocumentscomprising theBidasdescribedinITBClause14andclearlymarkit“ORIGINAL.” Inaddition,theBiddershallsubmitcopiesoftheBid,inthenumber specifiedintheBDS,andclearlymarkthem“COPY.”Intheeventof any discrepancy between the original and the copies, the original shallprevail.
	2. The original and all copies of the Bid shall be typed or writtenin indelibleinkandshallbesignedbyapersondulyauthorizedtosign on behalf of theBidder.
	3. Any interlineations, erasures or overwriting shall be valid onlyif theyaresignedorinitialedbythepersonsigningtheBid.
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| **E. SUBMISSION AND OPENING OF BIDS** |
| **28. Submission, Sealing and Marking of Bids** | * 1. Bidsshallbedeliveredbyhand,courierorregisteredpost.TheBidder shall seal the original Bid and the number of copies stipulated in the BDS, including alternative Bids if permitted in accordance with ITB Clause 17, in separate inner envelopes contained within one outer envelope. All envelopes shall be sealed with adhesive or other sealant to preventreopening.
	2. The inner envelopesshall:
		1. besignedacrosstheirsealsbythepersonauthorizedtosignthe BidonbehalfoftheBidder;and
		2. bemarked“ORIGINAL”,“ALTERNATIVE”(ifany)and“COPIES”;
	3. The outer envelopeshall:
		1. be marked“Confidential”;
		2. be addressed to the Purchaser at the address14 provided inthe

BDS;* + 1. bear the name and identification number of the Contract as defined in the BDS;and
		2. provide a warning not to open before the specified time anddate forBidOpeningasdefinedintheBDS.
	1. InadditiontotheidentificationrequiredinITBSub-Clause28.2,the innerenvelopesshallindicatethenameandaddressoftheBidder, toenabletheBidtobereturnedunopenedincaseitisdeclaredlate pursuant to ITB Clause30.
	2. Iftheouterenvelopeisnotsealedandmarkedasabove,thePurchaser shall assume no responsibility for the misplacement or premature opening of theBid.
	3. IntheTwo-StageProcess,Biddersshallbeadvisedtosubmitonly thetechnicalproposalinthefirststage.Inthesecondstage,Bidders shall be requested to submit both their technical proposals as modifiedandagreedwiththePurchaserandthefinancialproposals based on the modified technical proposal simultaneously in twoseparate sealedenvelopes.
	4. When so specified in the BDS Bidders shall have the option of submitting their Bids electronically. Bidders submitting Bids electronicallyshallfollowtheproceduresspecifiedintheBDS.
 |

1. The receiving address shall be an office that is staffed during normal working hours by personnel authorized to certify time and dateofreceiptandassuresafe-keepinguntilBidopening.Apostofficeaddressisnottobeused.Theaddressmustbethesameas thereceivingaddressdescribedintheInvitationforBids.

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| **29. Deadline for Submission of Bids** | * 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 theBDS.
	2. The Purchaser may, at its discretion, extend the deadline for the submission of Bids by amending the Bidding Documents in accordance with ITB Clause 9, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline shall thereafter be subject to the deadline asextended.
 |
| **30. Late Bids** | 30.1. The Purchaser shall not consider any Bid that is submitted after the deadlineforsubmissionofBids.AnyBidreceivedbythePurchaser after the deadline for submission of Bids shall be declared late, rejected, and returned unopened to theBidder. |
| **31. Withdrawal, Substitution and Modification of Bids** | * 1. ABiddermaywithdraw,substituteormodifyitsBidafterithasbeen submittedbysendingawrittennoticeinaccordancewithITBClause 28,dulysignedbyanauthorizedrepresentative,andshallinclude acopyoftheauthorization(thepowerofattorney)inaccordance withITBSub-Clause27.2,(exceptthatwithdrawalnoticesdonot requirecopies).Thecorrespondingsubstitutionormodificationof theBidmustaccompanytherespectivewrittennotice.Allnotices mustbe:
		1. submitted in accordance with ITB Clauses 27 and 28 (except that withdrawal notices do not require copies) and, in addition, the respective envelopes shall be clearly marked “WithdraWal”, “SubStitution”or“Modification;”and
		2. receivedbythePurchaserpriortothedeadlineprescribedfor

submission of Bids, in accordance with ITB Clause 29.* 1. BidsrequestedtobewithdrawninaccordancewithITBSub-Clause

31.1shallbereturnedunopenedtotheBidders.* 1. No Bid may be withdrawn, substituted or modified in the interval between the deadline for submission of Bids and the expiry of the periodofBidvalidityspecifiedbytheBidderontheBidSubmission Sheet or any extensionthereof.
	2. Withdrawal of a bid between the deadline for submission ofbids andexpirationoftheperiodofbidvalidityspecifiedintheBDSor asextendedpursuanttoClause25.1,mayresultintheforfeitureof theBidSecuritypursuanttoClause26.6.Ifthelowestorthelowest evaluatedbidderwithdrawshisbidbetweentheperiodsspecifiedin thisclause,thebidsecurityofthebiddershallbeforfeitedandin addition,thebiddershallpaytotheemployerthepositivedifference ofsum,ifany,withthenextlowestbidderwithinfourteen(14)days ofhiswithdrawal.Ifthebidderfailstopaythedifferencewithinthe saiddate,thebiddershallbedebarredbyacompetentauthorityas perlaw.Inthecaseofframeworkcontracts,thebidsecurityshallbe forfeitedandthesupplyoftheparticularitemwillbere-tendered.
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| **32. Bid Opening** | * 1. The Purchaser shall conduct the Bid Opening in public, in the presence of Bidders` designated representatives who choose toattend,andattheaddress,dateandtimespecifiedintheBDS.Any specific electronic Bid Opening procedures required ifelectronic biddingispermittedinaccordancewithITBSub-Clause28.7shall beasspecifiedintheBDS.
	2. Bidders, their representatives and other attendees at the Bid Opening shall not be permitted to approach any members of the BidOpeningCommitteeoranyRGoBofficials.
	3. First, envelopes marked “WITHDRAWAL” shall be opened and readoutandtheenvelopewiththecorrespondingBidshallnotbe opened,butshallbereturnedtotheBidder.NoBidwithdrawalshall bepermittedunlessthecorrespondingwithdrawalnoticecontains a valid authorization to request the withdrawal and is read outat 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 containsa validauthorizationtorequestthesubstitutionandisreadoutatBid Opening.Envelopesmarked“MODIFICATION”shallbeopenedand readoutwiththecorrespondingBid.NoBidmodificationshallbe permittedunlessthecorrespondingmodificationnoticecontainsa valid authorization to request the modification and is read out at BidOpening.OnlyenvelopesthatareopenedandreadoutatBid Opening shall be consideredfurther.
	4. All other envelopes shall be opened one at a time. The Bidders’ names, the Bid prices, the total amount (or lot-wise) of each Bid and of any alternative Bid (if alternatives have beenrequested 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 PurchaserattheBidOpening.Thisinformationalsoshallbewritten on a notice board for the public to copy. Any Bid price, discount or alternative Bid price not announced and recorded shall not be takenintoaccountinBidevaluation.NoBidshallberejectedatBid OpeningexceptforlateBidspursuanttoITBClause30.Substitution BidsandmodificationssubmittedpursuanttoITBClause31thatare 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 toBidders.
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|  | * 1. ThePurchasershallpreparearecordoftheBidOpening,whichshall include the information disclosed to those present in accordance withITBSub-Clause32.4.Theminutesshallinclude,asaminimum:
		1. theContracttitleandreferencenumber;
		2. the Bidnumber;
		3. theBiddeadlinedateandtime;
		4. thedate,timeandplaceofBidOpening;
		5. Bidprices,perlotifapplicable,offeredbytheBidders,including

any discounts and alternative offers;* + 1. thepresenceorabsenceofBidSecurityand,ifpresent,its

amount;* + 1. the name and nationality of each Bidder, and whether there is a withdrawal, substitution ormodification;
		2. thenamesofattendeesattheBidOpening,andoftheBidders

they represent (if any);* + 1. detailsofanycomplaintsorothercommentsmadebyattendees/ representatives attending the Bid Opening, including the namesandsignaturesoftheattendees/representativesmaking the complaint(s) and/or comment(s);and
		2. thenames,designationsandsignaturesofthemembersofthe

Bid Opening Committee.* 1. The Bidders’ representatives and attendees who are presentshall berequestedtosigntherecord.TheomissionofaBidder’sorother attendee’ssignatureontherecordshallnotinvalidatethecontents andeffectoftherecord.Acopyoftherecordshallbedistributedto allBidders.
 |
| **F. EVALUATION AND COMPARISON OF BIDS** |
| **33. Confidentiality** | * 1. Information relating to the examination, evaluation, comparison andqualificationofBids,andrecommendationofContractAward, shallnotbedisclosedtoBiddersoranyotherpersonsnotofficially concerned with such process until publication of the Contract Award.
	2. AnyeffortbyaBiddertoinfluencethePurchaserintheexamination, evaluation, comparison and qualification of the Bids or Contract AwarddecisionsmayresultintherejectionofitsBid.
	3. NotwithstandingITBSub-Clause33.2,fromthetimeofBidOpening tothetimeofContractAward,ifanyBidderwishestocontactthe Purchaseronanymatterrelatedtothebiddingprocess,itshoulddo so inwriting.
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| **34. Clarification of Bids** | 34.1. To assist in the examination, evaluation, comparison and qualification of the Bids, the Purchaser may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarificationsubmitted byaBidderthatisnotinresponsetoarequestbythePurchasershall not be considered. The Purchaser’s request for clarification and the responseshallbeinwriting.Nochangeinthepricesorsubstanceof the Bid shall be sought, offered or permitted, except to confirm the correction of arithmetic errors discovered by the Purchaser in the evaluationoftheBids,inaccordancewithITBClause36. |
| **35. Responsiveness of Bids** | 35.1. 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. |
|  | * 1. A substantially responsive Bid is one that conforms to all theterms, conditions and specifications of the Bidding Documents without material deviation, reservation or omission. A material deviation, reservation or omission is onethat:
		1. affectsinanysubstantialwaythescope,qualityorperformance oftheGoodsorRelatedServicesrequired;or
		2. limits in any substantial way inconsistent with the Bidding Documents,thePurchaser’srightsortheBidder’sobligations under the Contract;or
		3. ifrectifiedwouldaffectunfairlythecompetitivepositionof

other Bidders presenting responsive Bids* 1. 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 oromission.
 |
| **36. Non-conformi- ties, Errorsand Omissions** | * 1. ProvidedthataBidissubstantiallyresponsive,thePurchasermay waive any non-conformities or omissions in the Bid that do notconstitute a materialdeviation.
	2. Provided that a Bid is substantially responsive, the Purchasermay request that the Bidder submit the necessary informationor documentation, within a reasonable period of time, to rectify non-material non-conformities or omissions in the Bid related to documentationrequirements.Suchomissionshallnotberelatedto anyaspectofthepriceoftheBid.FailureoftheBiddertocomply withtherequestmayresultintherejectionofitsBid.
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|  | * 1. ProvidedthattheBidissubstantiallyresponsive,thePurchaser

shall correct arithmetical errors on the following basis:* + 1. if there is a discrepancy between the unit price and the lineitemtotalthatisobtainedbymultiplyingtheunitpricebythe quantity,theunitpriceshallprevailandthelineitemtotalshall becorrected,unlessintheopinionofthePurchaserthereisan obviousmisplacementofthedecimalpointintheunitprice,in which case the line item total as quoted shall govern and the unit price shall becorrected;
		2. 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
		3. ifthereisadiscrepancybetweenwordsandfigures,theamount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figuresshallprevailsubjecttoITBSub-Clauses36.3(a)and(b) above.
	1. 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 beforfeited.
 |
| **37. Preliminary Examination of Bids** | * 1. ThePurchasershallexaminetheBidstoconfirmthatalldocuments andtechnicaldocumentationrequestedinITBClause14havebeen provided, and to determine the completeness of each documentsubmitted.
	2. The Purchaser shall confirm that the following documents and informationhavebeenprovidedintheBid.Ifanyofthesedocuments orinformationismissing,theoffershallberejected.
		1. BidSubmissionSheet,inaccordancewithITBSub-Clause14.1 (a);
		2. PriceSchedules,inaccordancewithITBSub-Clause14.1(a);
		3. BidSecurity,inaccordancewithITBClause26.
 |
| **38. Examination of Terms and Conditions; Technical Evaluation** | * 1. ThePurchasershallexaminetheBidtoconfirmthatalltermsand conditionsspecifiedintheGCCandtheSCChavebeenacceptedby theBidderwithoutanymaterialdeviationorreservation.
	2. The Purchaser shall evaluate the technical aspects of the Bid submitted in accordance with ITB Clause 23, to confirm that all requirements specified in Section VI, Schedule of Supply of the BiddingDocumentshavebeenmetwithoutanymaterialdeviation orreservation.
	3. If, after the examination of the terms and conditions and the technical evaluation, the Purchaser determines that the Bid isnot substantiallyresponsiveinaccordancewithITBClause35,thebid shallnotbeconsideredforevaluation.
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| **39. Conversion to Single Currency** | 39.1. 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. |
| **40. Margin of Preference** | 40.1.Amarginofpreferencemayapplytodomesticgoodsmanufactured inBhutanasprovidedforintheBDS.Toavailamarginofpreference, the bidder shall provide a value addition certificate from the Ministry of EconomicAffairs. |
| **41. Evaluation of Bids** | * 1. ThePurchasershallevaluateeachBidthathasbeendetermined,up

to this stage of the evaluation, to be substantially responsive.* 1. To evaluate a Bid, the Purchaser shall only use all the factors, methodologies and criteria defined in this ITB Clause 41. No other criteria or methodology shall bepermitted.
	2. To evaluate a Bid, the Purchaser shall consider thefollowing:
		1. evaluation shall be done for Items or Lots, as specified inthe BDS;
		2. theBidPrice,asquotedinaccordancewithITBClause18;
		3. priceadjustmentforcorrectionofarithmeticerrorsin

accordancewithITBClause36.3;* + 1. price adjustment due to discounts offered in accordance with ITB Clause18.4;
		2. adjustmentsduetotheapplicationoftheevaluationcriteria

specified in the BDS from amongst those set out in Section III,Evaluation and Qualification Criteria; and* + 1. adjustmentsduetotheapplicationofamarginofpreference,in

accordance with ITB Clause 40, if applicable*.** 1. The Purchaser’s evaluation of a Bid shall exclude and not take into account:
		1. inthecaseofGoodsmanufacturedinBhutan,salesandother similartaxeswhichwillbepayableontheGoodsiftheContract is awarded to theBidder;
		2. in the case of Goods manufactured outside Bhutan, alreadyimported or to be imported, Customs duties and otherimport taxes levied on the imported Goods, sales and other similartaxes which will be payable on the Goods if the Contract isawarded to the Bidder;and
		3. any allowance for price adjustment during the periodof executionoftheContract,ifprovidedintheBid*.*
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|  | * 1. ThePurchaser’sevaluationofaBidmayrequiretheconsiderationof otherfactorsinadditiontotheBidPricequotedinaccordancewith ITBClause18.Thesefactorsmayberelatedtothecharacteristics, performance, and terms and conditions of purchase of theGoods 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 QualificationCriteria.Thefactors,criteriaandthemethodologyof applicationshallbeasspecifiedinITBSub-Clause41.3(e).
	2. If so specified in the BDS, these Bidding Documents shallallow Bidders to quote separate prices for one or more lots, and shallallowthePurchasertoawardoneormultiplelotstomorethanone Bidder. The methodology of evaluation to determine the lowest evaluated lot combinations is specified in Section III,Evaluation and QualificationCriteria.
	3. The purchaser shall ensure that the lowest evaluated bid price is consistent and reasonable with the current market prices. If theprices are unreasonable compared to prevailing market prices purchaser may reject thebid.
 |
| **42. Comparison of Bids** | 42.1.ThePurchasershallcomparetheevaluatedcostsofallsubstantially responsiveBidsestablishedinaccordancewithITB41todetermine the Bid that has the lowest evaluated cost. The comparison shall be on the basis of CIP (place of final destination) prices for imported goods and EXW prices, plus cost of inland transportation and insurance to place of destination, for goods manufactured within the purchser’s country, together with prices for any required installation, training, commissioning and other services. The evaluation of prices shall not take into account custom duties and other taxes levied on imported goods quoted CIP and sales and similartaxesleviedinconnectionwiththesaleordeliveryofgoods. |
| **43. Abnormally Low Bid** | * 1. AnAbnormallyLowBidisonewheretheBidprice,incombination with other constituent elements of the Bid, appears unreasonably lowtotheextentthattheBidpriceraisesmaterialconcernswiththe Purchaser as to the capability of the Bidder to perform the Contract for the offered Bidprice.
	2. In the event of identification of a potentially Abnormally Low Bid,thePurchasershallseekwrittenclarificationfromtheBidder, includingadetailedpriceanalysesofitsBidpriceinrelationtothe subjectmatterofthecontract,scope,deliveryschedule,allocation of risks and responsibilities and any other requirements of the biddingdocument.
	3. Afterevaluationofthepriceanalyses,intheeventthatthePurchaser determinesthattheBidderhasfailedtodemonstrateitscapability toperformthecontractfortheofferedBidprice,thePurchasershall reject theBid.
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| **44. Seriously unbalanced Bids** | * 1. If the Bid that is evaluated as the lowest evaluated cost is, in the Employer’s opinion, seriously unbalanced the Employer may require the Bidder to provide written clarifications. Clarifications may include detailed price analyses to demonstrate the consistency of the Bid prices with the scope of works, proposed methodology, schedule and any other requirements of the biddingdocument.
	2. Aftertheevaluationoftheinformationanddetailedpriceanalyses

presented by the Bidder, the Employer may as appropriate:* + 1. accept the Bid and require that the amount of the Performance Security be increased at the expense of the Bidder to a levelnot exceeding twenty percent (20%) of the initial Contract price in addition to ten percentage(10) of the Performance Security.***;***or
		2. reject theBid.
 |
| **45. Purchaser’s Right to Accept Any Bid, and to Reject Any or All Bids** | 45.1. The Purchaser reserves the right to accept or reject any Bid, and to annul the bidding process and reject all Bids at any time prior to Contract award, without thereby incurring any liability to Bidders. |
| **G. AWARD OF CONTRACT** |
| **46. Award Criteria** | 46.1.ThePurchasershallawardtheContracttotheBidderwhoseofferhas beendeterminedtobethelowestevaluatedBidandissubstantially responsivetotheBiddingDocuments. |
| **47. Purchaser’s Right to Vary Quantities at Time of Award** | 47.1.AtthetimetheContractisawarded,thePurchaserreservestheright toincreaseordecreasethequantityofGoodsandRelatedServices originallyspecifiedinSectionVI,ScheduleofSupply,providedthis doesnotexceedthepercentagesindicatedintheBDS,andwithout anychangeintheunitpricesorothertermsandconditionsofthe BidandtheBiddingDocuments. |
| **48. Letter of Intent to Award the Contract/Letter of Acceptance** | * 1. The Employer shall notify the concerned Bidder whose bid has been selected in accordance with ITB 46 in writing (in the format in section IV-hereafter called the letter of Intent to award the contract) that the Employer has intention to accept its bid and the information regarding the name, address and amount of selected biddershallbegiventoallotherbidderswhosubmittedthebid.Such notificationshouldbecommunicatedinwriting,includingbycable, facsimile, telex or electronic mail to all the bidders on the sameday of dispatch. The Employer shall ensure that the same informationis uploaded on their website on the same day ofdispatch.
	2. If no bidder submits an application pursuant to ITB 52 within a periodoften(10)daysofthenoticeprovidedunderITB48.1,prior toexpiryoftheperiodofBidvalidity,thePurchasershallnotifythe successfulBidder,inwriting,thatitsBidhasbeenaccepted.
 |

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|  | * 1. Until a formal Contract is prepared and executed, the letter of acceptanceshallconstituteabindingContract.
	2. UponthesuccessfulBidderfurnishingthesignedContractFormand the Performance Security pursuant to ITB Clause 51 thePurchaser:
		1. shallpromptlynotifyeachunsuccessfulBidderanddischarge

its Bid Security, pursuant to ITB Sub-Clause 26.4; and* + 1. publishanotificationofawardonthePurchaser’swebsite.
	1. The notifications to all unsuccessful Bidders and thenotification posted on the Purchaser’s website shall include the followinginformation:
		1. the Bid and lotnumbers;
		2. nameofthewinningBidder,andthepriceitoffered,aswellas thedurationandsummaryscopeoftheContractawarded;and
		3. thedateoftheawarddecision.
 |
| **49. Debriefing by the Employer** | * 1. On receipt of the Employer’s Notification of Intention to Award referred to in ITB 48, an unsuccessful Bidder has three (3) working Days to make a written request to the Employer for a debriefing. TheEmployershallprovideadebriefingtoallunsuccessfulBidders whose request is received within thisdeadline.
	2. Where a request for debriefing is received within the deadline, the Employershallprovideadebriefingwithinfive(5)workingdays.
	3. The Procuring Agency shall discuss only such Bid and not thebids

of other competitors. The debriefing shall not include:* + 1. point-by-point comparisons with another Bid;and
		2. information that is confidential or commercially sensitive to otherBidders.
	1. Thepurposeofdebriefingistoinformtheaggrievedbidderofthe reasonsforlackofsuccess,pointingoutthespecificshortcomings initsbidwithoutdisclosingcontentsofotherbids
 |
| **50. Signing of Contract** | * 1. AtthesametimeasnotifyingthesuccessfulBidderinwritingthat its Bid has been accepted the Purchaser shall send thesuccessful Bidder the Contract Agreement and the Special Conditions of Contract.
	2. Within fifteen (15) days of receipt of the Contract Agreement the successful Bidder shall sign, date and return it to thePurchaser.
 |

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|  | 50.3. Notwithstanding ITB Sub-Clause 50 above, in case signing of the Contract Agreement is prevented by any export restrictionsattributable 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, thatthe 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 completingany formalities,includingapplyingforpermits,authorizationsand/or licensesnecessaryfortheexportoftheproducts/Goods,systemsor servicesunderthetermsoftheContract. |
| **51. Performance Security** | * 1. Withinfifteen(15)workingdaysofthereceiptofletterofacceptance from the Purchaser, the Bidder shall submit the Performance Security in accordance with the GCC, using for that purpose any of the following securityforms:
		1. unconditional bank guarantee in the form provided for inSectionIX,ContractForms,oranotherformacceptabletothe Purchaser,or
		2. banker’s certified cheque/cash warrant,or
		3. demanddraft.
	2. If the Performance Security is provided by the successful Bidder in the form of a demand bank guarantee it shall be issued, at the Bidder’s option, by a financial institution located inBhutan.
 |
|  | 51.3. 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 substantiallyresponsiveandisdeterminedbythePurchasertobe qualifiedtoperformtheContractsatisfactorily.Suchafailureshall beconsideredas“withdrawal”andallrelevantclausesshallapply. |

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| **52. Complaint and Review** | * 1. IftheBidderhasorislikelytosuffer,lossorinjuryduetobreachof adutyimposedontheEmployerbytheprovisionsofthisbidding document,theBiddershallsubmitthecomplaintinwritingtothe Employer within ten (10) days from the date of letter of intent to awardthecontract.Inthefirstinstance,theBiddershallsubmitthe complaint to theEmployer.
	2. The head of agency shall, within 7 days after the submission of the complaint, issue a writtendecision.
	3. TheBiddermayappealtotheIndependentReviewBodywithin5 daysofthedecisionoftheHeadoftheProcuringAgencyor,where no such decision has been taken, within 15 days of the originalcomplaint and the copy of the appeal shall be given to procuring agency on the sameday.
	4. Oncetheappealcopyisreceivedbytheprocuringagency,itshall not proceed further with the procurement process until receiptof notificationfromtheIndependentReviewBodySecretariat.
 |

**SECTION II. BID DATA SHEET**

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**SECTION II. BID DATA SHEET**

|  |
| --- |
| **A.INTRODUCTION** |
| **ITB 1.1** | The Purchaser is: **Ministry of Education, Kawang Jangsa, Thimphu** |
| **ITB 1.1** | Thename,identificationnumberandnumberoflotswithinthisprocurement are: **RE-Tendering for** **Printing and Supply of School Textbooks (REC Publication) for 2021Academic Year**Reference No: **MoE/PRO-5/2020-2021 (FY)/1161 , dated 3rd November, 2020**NO : **ITEM WISE**  |
| **ITB 3.1** | Category of trade License eligible for this bidding process is: Printers/Bidders having a **valid Printing License (Holder of General License, issued by BICMA).** |
| **ITB 5.1** | All goods and related services to be printed and supplied under the contract shall comply with the requirements stated in the BDS and the participating bidders should be a eligible national bidder who have a capacity to print and supply within the country. |
| **B. BIDDING DOCUMENTS** |
| **ITB 8.2** | For **clarification of Bid purposes** only, the Purchaser’s address is: Attention: **Dy. Chief Procurement Officer**Address: **Procurement Section, Directorate of Services, Ministry of Education, Kawang Jangsa, Thimphu** Telephone Number: 02-325420/331825Electronic mail address: *tandinwangyel@moe.gov.bt/pdondup@moe.gov.bt* |
| **C. QUALIFICATIONCRITERIA** |
| **10.1** | The minimum amount of financial resource is **NA. However, the participating bidders should have an established Printing Press (in-house), who have the capacity to print and supply within the country.** |
| **11.1 (a)** | Theminimumnumberofyearsofexperienceinthesupplyofgoodsandrelated servicesis**: NA.*However, should have similar past experiences and should be supported by documentary evidences to authenticate.*** |
| **11.1 (b)** | The specific experience in the supply of similar goods and related services is: **NA.*However, should have similar past experiences and should be supported by documentary evidences to authenticate.*** |
| **11.1 (c)** | The minimum production capacity or availability of equipment is: 1. **Should specify the list of well-equipped printing resources (machineries & equipment, binding resources and manpower etc.)**
2. **Onsite four color offset printing Press (Capacity to print and bind within Bhutan)**
3. **Onsite bindery (machine for cutting, sewing, folding, binding-Perfect, saddle switched).**
4. **Lamination Machine.**

***The above requirements should be supported by documentary evidences.*** |
| **D. PREPARATION OF BIDS** |
| **ITB 13.1** | The language of the Bid is: **ENGLISH** |
| **ITB 14.1 (j)** | The bidders shall submit a signed Integrity Pact: **YES** |
| **ITB 14.1 (k)** | The Bidder shall submit with its Bid the following additional documents:1. **Eligibility/Qualification Requirements shall consists of:**
2. Should not have any past adverse record with the Ministry during the supply of similar items.
3. Should have established Printing Press (in-house), who have the capacity to print and supply within the country.
4. **The above must be supported by the submission of the following required documentations. Failure to do so SHALL lead to disqualification of the bid.**
5. **A valid Printing License (Holder of General License, issued by BICMA).**
6. **A valid Tax Clearance Certificate from RRCO.**
7. **Required Bid Security in the prescribed format as indicated in ITB Clause 26.1 (Bid Data Sheet, Pg. 33).**
8. **Duly signed and executed Integrity Pact Statement.**
9. **(EMD) for 2% from the Grand Total Quoted Amount.**
10. **Company profile with list of Machineries & Equipment available to execute the works (joint verification & inspection will be carried out by REC & relevant officials from MoE before the award of tender).**

**All the participating bidders should be of eligible National Bidders**1. **Other mandatory documents to filled up and furnished by bidders shall include:**
2. Duly filled, signed and complete Bid Forms provided in Section IV-Bidding Forms **(Bidder Information Form & Bid Submission Sheet).**
3. Dully filled and signed Price Schedules/Bills of Quantities.
4. Bidders must attach paper sample for text & cover as per the printing specifications along with the Tender Documents. The paper sample should be a minimum size of A5 with the printer’s seal & signature on it. If the specification of paper sample is the same for multiple print titles, then a single paper sample would suffice from a bidder.
5. Power of Attorney letter if the bid is signed other than the proprietor himself/herself to ensure legality of the bidding process.
6. Evidence of similar past work experience if any.
7. Any other requirement in SBD/Bid Data Sheet.

**NB: (failing to submit the above requirements shall be considered as non-compliance to the instruction of bidding documents and the bid will be rejected without seeking further explanation.** |

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| **ITB 17.1** | Alternative Bids *[“shall not be”]* permitted.**The participating bidder has to quote for all the titles Re-Tendering under REC Publications. Failing to quote even for single title, your bid shall be rejected without seeking further explanation.**  |
| **ITB 18.5** | The Incoterms edition is: **Delivery Duty Paid (DDP) prescribed by ICC 2010 and which should include landed cost** |
| **ITB 18.6 (a)****(iii), (b) (ii) and (c) (v)** | The final destination (Project Site) is: **to all the schools across the Country** |
| **ITB 18.6(b) (i)****and (c)(v)** | Place of destination: **Go*ods to be delivered to all the respective beneficiary schools in Bhutan as per the supply orders to be received on later dates.***  |
| **ITB 19.1** | ThepricesquotedbytheBidder***[“shallnot”]***be adjustable. **However, the price quoted should be inclusive of all taxes & transportation charge till final place of destination and the price shall not be adjustable.** |
| **ITB 20.1** | The Bidder *[“is”]*required to quote in Ngultrum (BTN) the portion of the Bid Price that corresponds to expenditures incurred in Ngultrum (BTN) in Bhutan. |
| **ITB 23.3** | TheperiodoftimeforwhichtheGoodsareexpectedtobefunctioning(forthe purposeofspareparts,specialtools,etc)is***NA*** |
| **ITB 24.1 (a)** | Manufacturer’s authorization ***[“is not”]*** required. |
| **ITB 24.1 (b)** | Aftersalesmaintenance,repair,sparepartsstockingandrelatedservices*[“arenot”]*required,andtheBiddertherefore*[“is not”]* required to be represented by a suitably equipped and able **agent in Bhutan**. |
| **ITB 25.1** | The Bid validity period shall be ***[60]* days from the date of bid opening. However, the quoted rates should be valid for the period of ONE YEAR from the date of contract signing.** |
| **ITB 26.1** | The amount and currency of the Bid Security is not less than **2% of the Grand Total Quoted Amount.***The validity of the bid security shall be one month (30 days) beyond the initial Bid validity of (60) days i.e., 120 days. Bid Security/EMD in a prescribed format should be submitted in favour of* **Chief Finance Officer, Finance Division, Directorate of Services, MoE*.******If the amount of Bid Security and its validity are not as per the prescribed format, your bid will be rejected without seeking further explanation.*** |
| **E. SUBMISSION AND OPENING OF BIDS** |
| **ITB 27.1and****28.1** | The participating bidder(s) shall submit one original form of Bid and clearly marked **“ORIGINAL”.** In addition, the participating bidder(s) should also submit one copy marked as “**COPY”.** The Bid including all the relevant documents in the attached format should be sealed in an envelope as required by PRR 2019, Clause 5.1.7.2 and as indicated in the SBD. |
| **ITB 28.3 (c)** | The name and identification number of the Contract is:Name: **RE-Tendering for Printing and Supply of School Textbooks (REC Publication Books) for 2021 Academic Year.** Bid Reference No:**MoE/PRO-5/2020-2021 (FY)/1161, dated 3rd November, 2020.** |
| **ITB 28.3 (d)** | The time and date for Bid Opening is:Time: **2:00 PM (BST)** Date: **17th November, 2020.** |

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| **ITB 28.7** | Bidders *[“shall not”]* have the option of submitting their Bidselectronically. |
| **ITB 29.1** | For Bid submission purposes, the Purchaser’s address is: Attention:  **DIRECTOR**Address: **Directorate of Services** **Ministry of Education** **Kawang Jangsa** **Thimphu, Bhutan****The deadline for the submission of Bids is:**Date: **17th November, 2020** Time: **11:00 AM (BST)** |
| **ITB 32.1** | The Bid Opening shall take place at:Venue : **Ministry’s Conference Hall**Date : **17th November, 2020**Time :**2:00 PM (BST)** |
| **F. EVALUATION AND COMPARISON OF BIDS** |
| **ITB 39.1** | Bid prices expressed in different currencies shall be converted into Ngultrum (BTN).The source of exchange rates shall be the Royal Monetary Authority of Bhutan.The date for the exchange rates shall be the date of Bid Opening, as prescribed in ITB Sub-Clause 32.1. |
| **ITB 40.1** | A margin of ten percent (10%) Domestic Preference [shall or shall not] apply. |
| **ITB 41.3 (a)** | Evaluation will be done for ***[ Item wise ]***1. ***Bids shall be evaluated for item wise/title wise and the contract shall be awarded to the firm(s) offering the lowest evaluated price in each item/title upon fulfilment of both technical and financial requirements.***
2. ***Fulfilment of requirement as per the ITB Clause 12.1 (k) of the Bid Data Sheet shall take into consideration for evaluation.***

**The participating bidder shall have to quote for all the titles under REC Publications. Failing to quote even for single title, your bid shall be rejected without seeking further explanation.** |

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| **ITB 41.3 (e)** | The adjustments shall be determined using the following criteria from amongst those set out in Section III, Evaluation and Qualification Criteria: *[refer to ScheduleIII,EvaluationandQualificationCriteria;insertcomplementarydetails ifnecessary*]1. Deviationinpaymentschedule:**NA**
2. The cost of major replacement components, mandatory spare parts, and

service: ***NA***1. The availability in Bhutan of spare parts and after-sales services for the equipmentofferedintheBid: **NA**
2. Theprojectedoperatingandmaintenancecostsduringthelifeofthe

Equipment: **NA** |
|  | 1. The performance and productivity of the equipment offered: **Printing bidders should be well-equipped with printing resources (machineries & equipment, binding resources and manpower etc.)**
 |
| **ITB 41.6** | Bidders *[“shall not”]* be allowed to quote separate prices for one or more lots. *[refer to Section III, Evaluation and Qualification Criteria for the evaluation methodology, if appropriate]* |
| **G. AWARD OF CONTRACT** |
| **ITB 47.1** | 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. **Domestic Preference(ITB40) 36**
2. **Evaluation Criteria (ITB41.3(e)) 36**
3. **Multiple Contracts(ITB41.6) 37**
4. **Domestic Preference (ITB40): Not Applicable**
	1. IftheBiddingDataSheet(BDS)sospecifies,thepurchasermaygrantamarginofpreference to goods manufactured in the Purchaser’s country for the purpose of bid comparison,in accordancewiththeprocedureoutlinedinsubsequentparagraphs:
	2. Bidswillbeclassifiedinoneofthethreegroups,asfollows:
		1. GroupA:BidsofferinggoodsmanufacturedinBhutan,forwhich(i)labour,rawmaterials andcomponentsformwithinthecountryaccountformorethanthirty(30)percentof theEXWprice;and(ii)theproductionfacilityinwhichtheywillbemanufacturedor assembledhasbeenengagedinmanufacturingorassemblingsuchgoodsatleastsince the date of bidsubmission.
		2. GroupB:AllotherbidsofferingGoodsmanufacturedinBhutan
		3. Group C: Bids offering Goods manufactured outside Bhutan that have been already importedorthatwillbeimported.
	3. ThepricequotedforgoodsinbidsofGroupAandBshallincludealldutiesandtaxespaidor payableonthebasicmaterialsorcomponentspurchasedinthedomesticmarketorimported, butshallexcludethesalesandsimilartaxesonthefinishedproduct.Thepricequotedfor goodsinbidsofGroupCshallbeonCIForCIP(placeofdestination),whichisexclusiveof customsdutiesandotherimporttaxesalreadypaidortobepaid.
	4. In the first step, all evaluated bids in each group shall be compared to determine the lowest bid in each group. Such lowest evaluated bids shall be compared with each other and if, as a result of this comparison, a bid from Group A or Group B is the lowest, it shall be selected for theaward.
	5. If as a result of proceedingcomparison, 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 bidfromGroupAafteraddingtothelowestevaluatedpriceofgoodsofferedinthebidfrom GroupC,forthepurposeofthisfurthercomparisononly,anamountequaltofive(5)percent of the CIF or CIP bid price. The lowest evaluated bid determined form this last comparison shall be selected for theaward.
5. **Evaluation Criteria (ITB 41.3(e))**

The Purchaser’s evaluation of a Bid may take into account, in addition to the Bid Price quoted inaccordancewithITBSub-Clause18.6,oneormoreofthefollowingfactorsasspecifiedinITB Sub-Clause41.3(e)andintheBDSreferringtoITBSub-Clause41.3(e),usingthefollowingcriteria andmethodologies.

1. DeviationinPaymentSchedule.***NOT APPLICABLE***
	1. *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 Bidderselected onthebasisofthebasepriceforthepaymentscheduleoutlinedintheSCC.*

### or

* 1. TheSCCstipulatesthepaymentschedulespecifiedbythePurchaser.IfaBiddeviates

from the schedule and if such deviation is considered acceptable to the Purchaser,

the Bid will be evaluated by calculating interest earned for any earlier payments involved in the terms outlined in the Bid as compared with those stipulated in the SCC, at the rate per annum specified in BDS Sub-Clause 41.3 (e).

1. Cost of major replacement components, mandatory spare parts, and service. *(insert one of thefollowing):* ***Not Applicable***
	1. *The list of items and quantities of major assemblies, components and selected spare parts likely to be required during the initial period of operation specified in BDS Sub-Clause ITB 23.3 is in the List of Goods. An adjustment equal to the total cost of these items, at the unit prices quoted in each Bid, shall be added to the Bid Price, for evaluation purposesonly.*

### or

* 1. *ThePurchaserwilldrawupalistofhigh-usageandhigh-valueitemsofcomponentsand spare parts, along with estimated quantities of usage in the initial period of operation specified in BDS Sub-Clause ITB 23.3. The total cost of these items and quantities will becomputedfromsparepartsunitpricessubmittedbytheBidderandaddedtotheBid Price, for evaluation purposesonly.*
1. Availability in Bhutan of spare parts and after sales services for equipment offered in theBid: **Not Applicable**

AnadjustmentequaltothecosttothePurchaserofestablishingtheminimumservice facilitiesandpartsinventories,asoutlinedinBDSSub-ClauseITB41.3(e),ifquoted separately,shallbeaddedtotheBidPrice,forevaluationpurposesonly*.*

1. Projected operating and maintenancecosts.

Operating and maintenance costs. An adjustment to take into account the operating and maintenance costs of the Goods will be added to the Bid Price, for evaluation purposes only, if specified in BDS Sub-Clause ITB 41.3 (e). The adjustment will be evaluated in accordance with the methodology specified in the BDS Sub-Clause ITB 41.3 (e): **Not Applicable**

1. Performanceandproductivityoftheequipment.(insertoneofthefollowing): **Not Applicable**
	1. Performance and productivity of the equipment. An adjustment representing the capitalizedcostofadditionaloperatingcostsoverthelifeoftheplantwillbeadded totheBidPrice,forevaluationpurposes,ifspecifiedinBDSSub-ClauseITB41.3(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 specifiedinBDSSub-ClauseITB41.3(e).

### or

* 1. AnadjustmenttotakeintoaccounttheproductivityoftheGoodsofferedintheBid willbeaddedtotheBidPrice,forevaluationpurposesonly,ifspecifiedinBDSSub- Clause ITB 41.3 (e). The adjustment will be evaluated based on the cost per unit of the actual productivity of the Goods offered in the Bid with respect tominimum requiredvalues,usingthemethodologyspecifiedinBDSSub-ClauseITB41.3(e).
1. Specific additionalcriteria

*Other specific additional criteria to be considered in the evaluation, and the evaluation method, shall be detailed in BDS Sub-Clause ITB 41.3 (e)]*

1. **Multiple Contracts (ITB41.6)**

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

The Purchasershall:

1. evaluateonlylotsorcontractsthatincludeatleastthepercentagesofitemsperlotand

quantity per item as specified in ITB Sub-Clause 18.7.

1. take intoaccount:
	1. thelowest-evaluatedBidforeachlot;and
	2. the price reduction per lot and the methodology for its application as offeredby

the Bidder in its Bid.

**SECTION IV. BIDDING FORMS TABLE OFFORMS**

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[PriceScheduleForms 44](#_TOC_250007)

[PriceSchedule:GoodsManufacturedOutsideThePurchaser’sCountry,ToBeImported 45](#_TOC_250006)

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[Price Schedule: Goods ManufacturedInBhutan. 47](#_TOC_250004)

[PriceAndCompletionSchedule-RelatedServices 48](#_TOC_250003)

[Manufacturer’sAuthorization 50](#_TOC_250002)

[IntegrityPact 51](#_TOC_250001)

[LetterOfIntent 54](#_TOC_250000)

**Bidder Information Form**

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

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

BidNo.:*[insertnumberofbiddingprocess]*

Page of\_ pages

|  |
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| 1. Bidder’s Legal Name:  |
| 2. InthecaseofaJointVenture,ConsortiumorAssociation(JV/C/A)legalnameofeachparty:*[insert legal name of each party in JV/C/A]:*  |
| 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-Clause3.1.
* In the case of a JV/C/A, letter of intent to form the JV/C/A, or the JV/C/A agreement, in accordancewithITBSub-Clause24.1(c)(v).
* InthecaseofagovernmentownedentityfromBhutan,documentsestablishinglegaland financialautonomyandcompliancewithcommerciallaw,inaccordancewithITBSub-Clause 3.3.
* PowerofattorneyauthorizingthesignatoryoftheBidtosignonbehalfoftheBidder.
 |

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

*[TheBiddershallfillinthisForminaccordancewiththeinstructionsindicatedbelow].*

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

BidNo.:*[insertnumberofbiddingprocess]*

Page of\_ pages

|  |
| --- |
| 1. Bidder’s Legal Name: |
| 2. JV/C/AParty’slegalname: |
| 3. JV/C/AParty’sCountryofRegistration: |
| 4. JV/C/AParty’sYearofRegistration: |
| 5. JV/C/A Party’s Legal Address in Country of Registration:  |
| 6. JV/C/A Party’s Authorized RepresentativeInformationName: 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-Clause3.1.
* InthecaseofagovernmentownedentityfromBhutan,documentsestablishinglegaland financialautonomyandcompliancewithcommerciallaw,inaccordancewithITBSub-Clause 3.3.
 |

# Bid SubmissionSheet

*[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 beaccepted.]*

Date: *[insert date of Bidsubmission]*

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

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

**To**

**The Director**

**Directorate of Services**

**Ministry of Education**

**Kawang Jangsa**

**Thimphu, Bhutan**

We, the undersigned, declare that:

1. We have examined and have no reservations to the Bidding Documents, including Addenda No.:*[insertthenumberanddateofissueofeachaddendum]*;…………………………………………………………………………………….
2. 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:……………………………………………………………………………………………..

………………………………………………………………………………………………………..

1. The total price of our Bid, excluding any discounts offered in item (d) below is: *[insert the Bid Priceinwordsandfigures,indicatingthevariousamountsandtheirrespectivecurrencies]*: ………………………………………………………………………………………………………

……………………………………………………………………………………………………………

1. Thediscountsofferedandthemethodologyfortheirapplicationare:

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

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

**Methodology of Application of the Discounts.** The discounts shall be applied usingthe

following methodology:

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

*…………………………………………………………………………………………………………………..*

1. 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 29.1, and it shall remain binding uponusandmaybeacceptedatanytimebeforeexpiryofthatperiod;
2. If our Bid is accepted, we commit to provide a Performance Security in accordance with ITB Clause51andGCCClause19forthedueperformanceoftheContract;
3. Wearenotparticipating,asBidders,inmorethanoneBidinthisbiddingprocess,otherthan anyalternativeofferssubmittedinaccordancewithITBClause17;
4. We, including any subcontractors or suppliers for any part of the Contract, have nationality from eligible countries, viz: *[insert the nationality of the Bidder, including that of all parties that comprisetheBidderiftheBidderisaJV/C/A,andthenationalityeachsubcontractorandsupplier]*
5. WehavenoconflictofinterestpursuanttoITBSub-Clause3.2;
6. Ourfirm,itsaffiliatesorsubsidiaries-includinganysubcontractorsorsuppliersforanypart ofthecontract-hasnotbeendeclaredineligiblebythePurchaserunderthelawsorofficial regulationsofBhutan,inaccordancewithITBSub-Clause3.4;
7. 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, itsfulladdress,thereasonforwhicheachcommissionorgratuitywaspaidandtheamountand currencyofeachsuchcommissionorgratuity]*

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
|  | Name of Recipient |  | Address |  | Reason |  | Amount |  |
|  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |

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

1. WeunderstandthatthisBid,togetherwithyourwrittenacceptancethereofincludedinyour notificationofaward,shallconstituteabindingcontractbetweenus,untilaformalcontract is prepared andexecuted.
2. WeunderstandthatyouarenotboundtoacceptthelowestevaluatedBidoranyotherBid that you mayreceive.

Signed: *[insertsignatureofpersonwhosenameandcapacityareshown]*

In thecapacityof *[insertlegalcapacityofpersonsigningtheBidSubmissionSheet]*

Name: *[insertcompletenameofpersonsigningtheBidSubmissionSheet]*

Duly authorized to sign the bid for and onbehalfof: *[insertcompletenameofBidder]*

Datedon dayof , *[insert date ofsigning]*

# Price Schedule Forms

*[TheBiddershallfillinthesePriceScheduleFormsinaccordancewiththeinstructionsindicated.The list of line items in Column 1 of the* ***Price Schedules*** *shall coincide with the List of Goods andRelated ServicesspecifiedbythePurchaserintheScheduleofSupply.]*

**Price Schedule Form is attached separately and it should not be changed/altered. The participating bidder shall have to quote for all the titles under REC Publications. Failing to quote even for single title, your bid shall be rejected without seeking further explanation.**

**TERMS OF REFERENCE**

1. **Required Terms & Conditions**

1. **The quoted prices should be inclusive of all related cost such as printing of text pages, cover page printing, specimen copies, plate making cost, lamination, binding, packing cost, transportation cost, transit insurance, all taxes, any applicable duties etc. and the cost per page shall be quoted in Bhutanese Currency.**
2. The goods should be fully insured, if anything occurs in transit, the supplier (s) will be held responsible.
3. **Bidders are required to quote for all the titles under REC Publication books. (Re-Tendering) Failing which, your bid shall be considered as non-responsive to the bidding instructions and will not be considered for further evaluation and comparison of rates.**
4. **General Terms & Conditions**
5. Suppliers/Bid Winners are required to furnish 10% of the Total Amount of the Bid Price as Performance Security Deposit in the form of a cash warrant/demand draft/ Bank Guarantee in favor of the **Chief Finance Officer, Finance Division, Directorate of Services,** Ministry of Education, Thimphu, within 15 days from the date of issuing Letter of Acceptance which shall be valid for the period of 30 days beyond the completion of the delivery period.
6. Suppliers/Bid Winners are required to sign a contract agreement with the Ministry of Education, Thimphu, for the supply of goods/items.
7. The printing should be strictly carried out as per the printing specifications provided by Royal Education Council, Paro.
8. Suppliers must submit two specimen copies of REC Publications Books for approval – 1 for REC and 1 for supplier, before mass production and delivery to schools. Non-submission of these specimen copies within the deadline shall be informed to Procurement Section, MOE as well as the suppliers by REC for further necessary action.
9. The specimen copies should be strictly as per the specifications and/or sample copy provided by REC.
10. The books/teaching learning materials supplied to schools should be exactly the same as the approved specimen copies.
11. The supply order will be issued by the concerned Schools/Dzongkhags/Thromdeys.
12. Bills/Challans should be submitted to the concerned Dzongkhags/Thromdeys for processing the payment only upon fully completing the delivery of items/goods mentioned in the supply order.
13. ***Supplier shall take a responsibility to process payment upon fully completing the delivery of School Textbooks with all the necessary formalities being completed (proper stock done at school levels and bills/challans to be verified by concerned Principal and Store In-Charge). The payment shall be done by the concerned Dzongkhags/Thromdeys.***
14. Inspection, monitoring and verification of the items shall be done at school level by the concerned school Principal and the Store In-charge/Teacher In-charge upon delivery of the goods/items.
15. Inspection and verification of the goods before the delivery shall be carried out by the concerned officials from the MOE & REC as and when required.
16. Suppliers shall replace damaged items/goods at their own cost.
17. **The supplier shall pay liquidated damages at the rate of 0.1% per day for each day of delay to the maximum of 10% of the quoted price as per the Procurement Rules and Regulation 2019 (Revised).**
18. **The Purchaser reserves the right to depute officers from the Ministry in collaboration with REC for the supervision and inspection at the time of implementation of the contract. The suppliers should submit progress report to the concerned officers regarding the implementation of the contract in order to monitor the progress of work, quality and to ensure that the printings are carried out as per the tender norms.**
19. The supplier should supply School Text Books by using good quality material strictly in accordancewith the specimen copies submitted to REC and as approved by REC. the quality of printing, binding and lamination should also be maintained at all levels.
20. If any defect in the material comes to the notice of the purchaser after the supply to the schoolsthe same will have to be replaced by the suppliers at his own expense.
21. Suppliers are required to follow the **Supply Schedule** strictly and complete the delivery of goods/items on or before **On or before 31st January,2021**

**Price Schedule: Goods Manufactured Outside the Purchaser’s Country, to be Imported**

|  |  |
| --- | --- |
| ~~(Group C Bids, goods to be imported) Currencies in accordance with ITB 17~~ | ~~Date:~~ ~~RFBNo:~~ ~~AlternativeNo:~~ ~~Page Nof~~  |
| ~~1~~ | ~~2~~ | ~~3~~ | ~~4~~ | ~~5~~ | ~~6~~ | ~~7~~ | ~~8~~ | ~~9~~ |
| ~~Line Item N~~ | ~~Description of Goods~~ | ~~Country of Origin~~ | ~~Delivery Date as defined byIncoterms~~ | ~~Quantity and physical unit~~ | ~~Unit price cip~~*~~[insertplace of destination]~~* ~~inaccordance~~~~with ITB~~ | ~~CIPPrice per line item (Col.5x6)~~ | ~~Price per line item for inlandtransportationandotherservicesrequiredin thePurchaser’sCountry toconveytheGoodsto~~ | ~~Total Price per Line item (Col. 7+8)~~ |
|  |  |  |  |  | ~~18.6(b)(i)~~ |  | ~~their final destination specified in BDS~~ |  |
| *~~[insert number of the item]~~* | *~~[insert name of good]~~* | *~~[insert country of originof the Good]~~* | *~~[insert quoted Delivery Date]~~* | *~~[insert number of units to besupplied and name~~* | *~~[insert unit price CIP perunit]~~* | *~~[insert totalCIP price per line item]~~* | *~~[insert the corresponding price per line item]~~* | *~~[insert total price of the line item]~~* |
|  | *of the* |  |  |  |  |
|  | *physical* |  |  |  |  |
|  | *unit]* |  |  |  |  |
|  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |
|  | Total Price |  |

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

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Section IV. Bidding Forms

# Price Schedule: Goods Manufactured Outside the Purchaser’s Country, already imported

|  |  |
| --- | --- |
| ~~(GroupCBids,Goodsalreadyimported) CurrenciesinaccordancewithITB20~~ | ~~Date:~~ ~~RFBNo:~~ ~~AlternativeNo:~~ ~~PageNof~~  |
| ~~1~~ | ~~2~~ | ~~3~~ | ~~4~~ | ~~5~~ | ~~6~~ | ~~7~~ | ~~8~~ | ~~9~~ | ~~10~~ | ~~11~~ | ~~12~~ |
| ~~Line Item~~~~N~~ | ~~Description of Goods~~ | ~~Country of Origin~~ | ~~Delivery Date as defined byIncoterms~~ | ~~Quantity and physicalunit~~ | ~~Unit price including Custom Duties and Import Taxes paid,~~~~in accordance with ITB 18.6(c)(i)~~ | ~~Custom Duties and Import Taxes paid per unit in~~~~accordance with ITB 18.6(c)(ii) ,~~~~[to be supported~~~~by documents]~~ | ~~Unit Price net of custom duties and import taxes, in accordance withITB18.6~~~~(c) (iii) (Col. 6minus~~~~Col.7)~~ | ~~Price per line item net of Custom Duties and Import Taxes paid,~~~~inaccordance with ITB 18.6(c)(i)~~~~(Col.x58)~~ | ~~Priceperlineitemfor inland transportation and other services required in the Purchaser’s Country toconveythegoodsto their finaldestination, asspecifiedinBDSin accordancewithITB~~~~18.6 (c)(v)~~ | ~~Sales and other taxes paid or payable per item if Contract is awarded (in accordancewithITB18.6(c)(iv)~~ | ~~Total Price per line item (Col.9+10+11)~~ |
| *~~[insert number of the item]~~* | *~~[insert name of Goods]~~* | *~~[insert country of origin of the Good]~~* | *~~[insert quoted Delivery Date]~~* | *~~[insert number of units to be supplied and name of the physical unit]~~* | *~~[insert unit price per unit]~~* | *~~[insert custom duties and taxes paid per unit]~~* | *~~[insert unit price net of custom duties and import taxes]~~* | *~~[insert price perline item net of custom duties and import taxes]~~* | *~~[insert price per line item for inland~~**~~transportation and other services required in the Purchaser’s Country]~~* | *~~[insert sales and other taxes payable per item~~**~~if Contract is awarded]~~* | *~~[insert total price per line item]~~* |
|  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |
|  | ~~Total Bid Price~~ |  |

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

*[For previously imported Goods, the quoted price shall be distinguishable from the original import value of these Goods declared to customs and shall includeany rebateormark-upofthelocalagentorrepresentativeandalllocalcostsexceptimportdutiesandtaxes,whichhavebeenand/orhavetobepaidbythePurchaser.For clarity the Bidders are asked to quote the price including import duties, and additionally to provide the import duties and the price net of import duties which is the difference of thosevalue*

Section IV. Bidding Forms

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

|  |  |
| --- | --- |
| Currencies in accordance with ITB Clause 18 | Date: IFBNo: AlternativeNo: PageNo: of  |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 |
| Line | Description | Delivery | Quantity | Unit price | Total EXW | Price per line | Cost of local | Sales and other | Total Price |
| Item N | of Goods | Date as defined by Incoterms | and physicalunit | EXW | price per line item (Col.4x5) | item for inland transportation, insurance andotherservices requiredin | labor, raw materials andcomponentswith origin in | taxes payable per line item ifContractisawarded [in | per lineitem(Col. 6+7+9) |
|  |  |  |  |  |  | Bhutan to convey | Bhutan | accordance with |  |
|  |  |  |  |  |  | the Goods to theirfinal destination (project Site) | % of Col. 5 | ITB Sub-Clause18.6 (a) (ii)] |  |
| *[insert* | *[insert name* | *[insert* | *[insert* | *[insert* | *[insert* | *[insert the* | *[Insert cost of* | *[insert sales* | *[insert total* |
| *number of the item]* | *of Good]* | *quoted Delivery Date]* | *number of units to be supplied and name**of the* | *EXW unit price]* | *total EXW price per line item]* | *corresponding priceper line item]* | *locallabor,rawmaterial and components fromwithin**Bhutan asa* | *and other taxes payable per line item if Contract is awarded]* | *price per item]* |
|  |  |  | *physical* |  |  |  | *% of the EXW* |  |  |
|  |  |  | *unit]* |  |  |  | *price per line item]* |  |  |
| **Price should be filled up in the Price Schedule Form as attached separately** |  |  |
|  | Total Price |  |

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

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Section IV. Bidding Forms

**Price and Completion Schedule - Related Services**

|  |  |
| --- | --- |
| ~~Currencies in accordance with ITB Clause 18~~ | ~~Date:~~ ~~IFBNo:~~ ~~AlternativeNo:~~ ~~PageNo: of~~  |
| ~~1~~ | ~~2~~ | ~~3~~ | ~~4~~ | ~~5~~ | ~~6~~ | ~~7~~ |
| ~~Service N~~ | ~~Description of Services (excludes inland transportation and other services required in Bhutan to convey the Goods to their final~~~~destination)~~ | ~~Country of Origin~~ | ~~Delivery Date at place of Final destination~~ | ~~Quantity and physical unit~~ | ~~Unit price~~ | ~~Total Price per Service~~~~(Col. 5 6 or estimate)~~ |
| *~~[insert number~~**~~of the~~* | *~~[insert name of Services]~~* | *~~[insert country~~**~~oforigin~~* | *~~[insert delivery date at place of~~**~~final destination~~* | *~~[insert number of units to be supplied and~~**~~name of the physical~~* | *~~[insert unit price per item]~~* | *~~[insert total price per item]~~* |
| *~~Service]~~* |  | *~~of the Services]~~* | *~~per Service]~~* | *~~unit]~~* |  |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  | ~~Total Bid Price~~ |  |

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

**Bid Security (Bank Guarantee)**

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

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

**Beneficiary:** *[Name and Address ofPurchaser]*

### Date:

### BID GUARANTEENo.:

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,weunderstandthat,accordingtoyourconditions,BidsmustbesupportedbyaBid Guarantee.

At the request of the Bidder, we *[insert name of Bank]* hereby irrevocably undertake to pay you anysumorsumsnotexceedingintotalanamountof*[insertamountinfigures]*(*[insertamountin 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:

1. haswithdrawnitsBidduringtheperiodofBidvalidityspecifiedbytheBidderintheFormof Bid;or
2. 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 toBidders.

Thisguaranteewillexpire:(a)iftheBidderisthesuccessfulBidder,uponourreceiptofcopiesof thecontractsignedbytheBidderandthePerformanceSecurityissuedtoyouupontheinstruction oftheBidder;or(b)iftheBidderisnotthesuccessfulBidder,upontheearlierof(i)ourreceiptof a copy of your notification to the Bidder of the name of the successful Bidder; or (ii) thirty days after the expiration of the Bidder’sBid.

Consequently,anydemandforpaymentunderthisguaranteemustbereceivedbyusatthisoffice on or before thatdate.

*[signature(s)]*

# Manufacturer’s Authorization

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

Date: *[insert date of BidSubmission]*

Invitation for Bid No.: *[insert IFBnumber]*

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

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

WHEREAS

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

WeherebyextendourfullguaranteeandwarrantyinaccordancewithClause29oftheGeneral ConditionsofContract,withrespecttotheGoodsofferedbytheabovefirm.

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

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

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

DulyauthorizedtosignthisAuthorizationforandonbehalfof*[insertcompletenameofthe Bidder]*

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

# INTEGRITY PACT

1. **General:**

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

Thisagreementshallbeapartofthestandardbiddingdocument,whichshallbesigned by both the parties at the time of purchase of bidding documents and submitted along with the tender document.ThisIPisapplicableonlyto“**large**”scaleworks,goodsandservices,thethresholdof whichwillbeannouncedbythegovernmentfromtimetotime.ThesigningoftheIPshallnot applytoframeworkcontractingsuchasannualofficesuppliesetc.

1. **Objectives:**

Whereas,theEmployerandtheBidderagreetoenterintothisagreement,hereinafterreferred toasIP,toavoidallformsofcorruptionordeceptivepracticebyfollowingasystemthatisfair, transparent and free from any influence/unprejudiced dealings in the **bidding process**15 and **contractadministration**16,withaviewto:

* 1. Enabling the Employer to obtain the desired contract at a reasonable and competitive price inconformitytothedefinedspecificationsoftheworksorgoodsorservices;and
	2. Enabling bidders to abstain from bribing or any corrupt practice in order to secure the contractbyprovidingassurancetothemthattheircompetitorswillalsorefrainfrombribing and other corruptpractices.
1. **Scope:**

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

1. **Commitments of the Employer:**

The Employer Commits itself to the following:-

* 1. TheEmployerherebyundertakesthatnoofficialsoftheEmployer,connecteddirectlyor indirectlywiththecontract,willdemand,takeapromisefororaccept,directlyorthrough intermediaries,anybribe,consideration,gift,reward,favororanymaterialorimmaterial benefit or any other advantage from the Bidder, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process and contractadministration.
	2. TheEmployerfurtherconfirmsthatitsofficialsshallnotfavoranyprospectivebidderinany formthatcouldaffordanundueadvantagetothatparticularbidderinthebiddingprocess andcontractadministrationandwilltreatallBiddersalike.
1. Biddingprocess,forthepurposeofthisIP,shallmeantheprocedurescoveringtenderingprocessstartingfrombidpreparation,

bid submission, bid processing, and bid evaluation.

1. Contract administration, for the purpose of this IP, shall mean contract award, contract implementation, un-authorized sub- contracting and contract handing/takingover.
	1. OfficialsoftheEmployer,whomayhaveobservedornoticedorhavereasonablesuspicion shallreporttotheheadoftheemployingagencyoranappropriategovernmentofficeany violationorattemptedviolationofclauses4.1and4.2.
	2. Following report on violation of clauses 4.1 and 4.2 by official (s), through any source, necessarydisciplinaryproceedings,oranyotheractionasdeemedfit,includingcriminal proceedings shall be initiated by the Employer and such a person shall be debarredfrom furtherdealingsrelatedtothebiddingprocessandcontractadministration.
2. **Commitments ofBidders**

The Bidder commits himself/herself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of the bidding processand contractadministrationinordertosecurethecontractorinfurtherancetosecureitandin particularcommitshimself/herselftothefollowing:-

* 1. TheBiddershallnotoffer,directlyorthroughintermediaries,anybribe,gift,consideration, reward, favor, any material or immaterial benefit or other advantage, commission, fees, brokerageorinducementtoanyofficialoftheEmployer,connecteddirectlyorindirectly with the bidding process and contract administration, or to any person, organization orthirdpartyrelatedtothecontractinexchangeforanyadvantageinthebiddingprocessand contractadministration.
	2. TheBiddershallnotcolludewithotherpartiesinterestedinthecontracttomanipulatein whatsoeverformormanner,thebiddingprocessandcontractadministration.
	3. Ifthebidder(s)haveobservedornoticedorhavereasonablesuspicionthattheprovisionsof theIPhavebeenviolatedbytheprocuringagencyorotherbidders,thebiddershallreport suchviolationstotheheadoftheprocuringagency.
1. **Sanctions forViolation:**

Thebreachofanyoftheaforesaidprovisionsshallresultinadministrativechargesorpenal

actions as per the relevant rules and laws.

* 1. ThebreachoftheIPorcommissionofanyoffence(forgery,providingfalseinformation, mis-representation,providingfalse/fakedocuments,bidrigging,bidsteeringorcoercion) by the Bidder, or any one employed by him, or acting on his/her behalf (whether withor withouttheknowledgeoftheBidder),shallbedealtwithasperthetermsandconditionsof thecontractandotherprovisionsoftherelevantlaws,includingDe-barmentRules.
	2. The breach of the IP or commission of any offence by the officials of the procuring agency shallbedealtwithaspertherulesandlawsofthelandinvogue.
1. **Monitoring andAdministration:**
	1. Therespectiveprocuringagencyshallberesponsibleforadministrationandmonitoringof

the IP as per the relevant laws.

* 1. Thebiddershallhavetherighttoappealasperthearbitrationmechanismcontainedinthe

relevant rules.

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

ThepartiesherebysignthisIntegrityPactat*(place)* on*(date)*

Affix Legal Stamp

Affix Legal Stamp

EMPLOYER BIDDER/REPRESENTATIVE

|  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| CID: |  |  |  |  |  |  |  |  |  |  |  | CID: |

|  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
|  |  |  |  |  |  |  |  |  |  |  |

Witness: Witness:

Name: Name:

|  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| CID: |  |  |  |  |  |  |  |  |  |  |  | CID: |

|  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
|  |  |  |  |  |  |  |  |  |  |  |

# Letter of Intent

*(Letterhead paper of the Employer)*

|  |
| --- |
| **Notes on standard form of letter of Intent***ThisissuanceofLetterofIntent(alwaysbeforeletterofacceptance)istheinformationoftheselection ofthebidofthesuccessfulbidderbytheEmployerandforprovidinginformationtootherunsuccessful bidderswhoparticipatedinthebidasregardstheoutcomeoftheprocurementprocess**The Employer shall allow 10 days as described in ITB 35.2 between this letter of intent and letter of acceptancetoallowaggrievedbidderstocomplaintthedecisioniftheyfeeltheyhavetreatedunfairly.* |

(*Insertdate*)

To: [*NameandaddressoftheSupplier*]

Thisistonotifyyouthat,itisourintentiontoawardthecontractforyourBiddated----------------

--------[*Insert date*] for execution of the--------------------------------------------------------[*Insert nameofthecontractandidentificationnumber,asgivenintheBDS/SCC*]fortheContractPriceof-----

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

Authorized Signature: -----------------------------------------------------------------------

Name and Title of Signatory:---------------------------------------------------------------

Name of Agency: -----------------------------------------------------------------------------

CC:

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

## Section V:EligibleCountries 55

**SECTION V: ELIGIBLE COUNTRIES**

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

TheRGoBpermitsfirmsandindividualsfromallcountriestoofferGoodsandRelatedServicesfor RGoB-financedprojects.Asanexception,firmsofaCountry,GoodsmanufacturedinaCountryor servicesprovidedfromorbyaCountrymaybeexcludedif:

* 1. asamatteroflaworofficialregulation,theRGoBprohibitscommercialrelationswiththat Country;or
	2. byanActofCompliancewithaDecisionoftheUnitedNationsSecurityCounciltakenunder 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 thatCountry.

FortheinformationofBidders,atthepresenttimefirms,GoodsandServicesfromthefollowing countriesareexcludedfromthisbidding:

1. With reference to Paragraph 1.1above:

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

1. With reference to Paragraph 1.2above:

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

**PART2**

**SUPPLY REQUIREMENTS**

## 58 Section VI: Schedule ofSupply

**SECTION VI: SCHEDULE OFSUPPLY**

1. List of Goods andDeliverySchedule 60
2. List of Related Services andCompletionSchedule 61
3. TechnicalSpecifications 62
4. Drawings 64
5. InspectionsandTests 65

## Section VI: ScheduleofSupply 59

**Notes for Preparing the Schedule of Supply**

TheScheduleofSupplyshallbeincludedintheBiddingDocumentsbythePurchaser,andshall cover, at a minimum, a description of the Goods and Services to be supplied and the delivery schedule.

TheobjectiveoftheScheduleofSupplyistoprovidesufficientinformationtoenableBiddersto preparetheirBidsefficientlyandaccurately,inparticularthePriceSchedule,forwhichaform isprovidedinSectionIV.Inaddition,theScheduleofSupply,togetherwiththePriceSchedule, shouldserveasabasisintheeventofquantityvariationatthetimeofawardofContractpursuant to ITB Clause47.

Thedateorperiodfordeliveryshouldbecarefullyspecified,takingintoaccount(a)theimplications 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)thedateprescribedhereinfromwhichthePurchaser’sdeliveryobligationsstart (i.e., notice of award, contract signature, opening or confirmation of the letter ofcredit).

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Section VI: Schedule of Supply

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

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

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Line Item N** | **Description of Goods** | **Quantity** | **Physical unit** | **Final (Project Site) Destination as specified in BDS** |  |
| **Delivery Date** | **Bidder’s Offered Delivery Date [*to be provided by the Bidder*]** |
|  |  |  |  |  | *[insert the number of days following the date of effectiveness of the Contract]* |  |
| *[insert item No]* | *[insert description of Goods]* | *[insert quantity of item to be supplied]* | *[insert physical unit for the quantity]* | *[insert place of Delivery]* | *[insert the number of days following thedate of effectiveness the Contract]* |
| 1 | **RE-Tendering for Printing & Supply of School Textbooks (REC Publication) 2021** Academic Year | As given in Price Schedule Form | Nos. | To respective beneficiary schools across the Country | **On or before 31st January, 2021** as indicated in the Schedule of Supply |  |
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Section VI: Schedule of Supply

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* 1. **List of Related Services and CompletionSchedule**

*[ThistableshallbefilledinbythePurchaser.TheRequiredCompletionDatesshouldberealistic,andconsistentwiththerequiredGoodsDeliveryDates (as perIncoterms)]*

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Service** | **Description of Service** | **Quantity1** | **Physical Unit** | **Place where Services shall be performed** | **Final Completion Date(s) of****Services** |
| *[****insert Service No****]* | *[****insert description of Related Services****]* | *[****insert quantity of items to be supplied****]* | *[****insert physical unit for the items****]* | *[****insert name of the Place****]* | *[****insert requiredCompletion Date(s)****]* |
| 1 | Re-Tendering for Printing & Supply of School Textbooks (REC Publication) 2021 Academic Year | As given in Price Schedule Form | Nos. | To respective beneficiary schools across the Country | On or before **31st January, 2021** as indicated in the Schedule of Supply |
|  |  |  |  |  |  |
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1. Ifapplicable

## 62 Section VI: Schedule ofSupply

**3. Technical Specifications**

*ThepurposeoftheTechnicalSpecifications(TS)istodefinethetechnicalcharacteristicsoftheGoods and Related Services required by the Purchaser. The Purchaser shall prepare the detailed TS taking into accountthat:*

* + *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 thePurchaser.*
	+ *TheTSshallrequirethatallgoodsandmaterialstobeincorporatedintheGoodsbenew,unused, ofthemostrecentorcurrentmodels,andthattheyincorporateallrecentimprovementsindesign andmaterials,unlessprovidedforotherwiseintheContract.*
	+ *The TS shall make use of best practices. Samples of specifications from successful similar procurements may provide a sound basis for drafting theTS.*
	+ *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 broadenoughtoavoidrestrictionsonworkmanship,materialsandequipmentcommonlyusedin manufacturing similar kinds ofGoods.*
	+ *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 qualitywill also beacceptable.*
	+ *TechnicalSpecificationsshallbefullydescriptiveoftherequirementsinrespectof,butnotlimited to, thefollowing:*
1. Standardsofmaterialsandworkmanshiprequiredfortheproductionandmanufacturing of theGoods.
2. Detailedtestsrequired(typeandnumber).
3. Other additional work and/or Related Services required to achieve full delivery/ completion.
4. DetailedactivitiestobeperformedbytheSupplier,andparticipationofthePurchaser

therein.

1. List of detailed functional guarantees covered by the Warranty and the specification of theliquidateddamagestobeappliedintheeventthatsuchguaranteesarenotmet.
	* *The TS shall specify all essential technical and performance characteristics and requirements, including guaranteed or acceptable maximum or minimum values, as appropriate. Whenever necessary,thePurchasershallincludeanadditionalad-hocbiddingform(tobeanAttachmentto theBidSubmissionSheet),wheretheBiddershallprovidedetailedinformationonsuchtechnical performancecharacteristicsinrespectofthecorrespondingacceptableorguaranteedvalues.*

*When the Purchaser requests that the Bidder provides in its Bid a part or all of the Technical Specifications,technicalschedulesorothertechnicalinformation,thePurchasershallspecifyindetail the nature and extent of the required information and the manner in which it has to be presented by the Bidder in itsBid.*

## Section VI: ScheduleofSupply 63

*[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 withthe requirements]*

*“****Summary of Technical Specifications****. The Goods and Related Services shall comply withfollowing Technical Specifications andStandards:*

|  |  |  |
| --- | --- | --- |
| ***Item No*** | ***Name of Goods or Related Service*** | ***Technical Specifications and Standards*** |
| *[insert item No]* | *[insert name]* | *[insert TS and Standards]* |
|  |  |  |
|  |  |  |
|  |  |  |

*Detailed Technical Specifications and Standards [whenever necessary].*

*[Insert detailed description ofTS]*

 *”*

1. **Drawings**

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

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

|  |
| --- |
| **List of Drawings** |
| **Drawing No.** | **Drawing Name** | **Purpose** |
|  |  |  |
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1. **Inspections andTests**

The following inspections and tests shall be performed: *[insert list of inspections and tests]*

**PART3**

**CONTRACT**

**SECTION VII. GENERAL CONDITIONS OF CONTRACT**

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**SECTION VII. GENERAL CONDITIONS OF CONTRACT**

|  |  |
| --- | --- |
| **1. Definitions** | * 1. The following words and expressions shall have the meanings hereby assigned tothem:
		1. **Award of Contract** means the decision of the Purchaser to enterintoaContractwiththeSupplierforsupplyanddelivery ofthespecifiedGoods,includinganyRelatedServices.
		2. **Bid** means an offer to supply Goods, including any Related Services, made in accordance with the terms and conditions set out in the Bidding Documents that preceded the placement of theContractofwhichtheseGCCformapart.Theterm“tender” is synonymous with the term“Bid”.
		3. **Bidder** means an eligible individual or legal entity that participated in the bidding process governed by the Bidding Documents that preceded the placement of the Contract of whichtheseGCCformapart.
		4. **Bidding Documents** means the set of Bidding Documents that preceded the placement of the Contract of which these GCCformapart,whichweresoldorissuedbythePurchaserto potential Bidders, and in which the specifications, terms and conditions of the proposed procurement wereprescribed.
		5. **Contract Documents** means the documents listed inthe

Contract Agreement, including any amendments thereto.* + 1. **Contract Price** means the price payable to the Supplier as specifiedintheContractAgreement,subjecttosuchadditions and adjustments thereto or deductions therefrom as may bemade pursuant to theContract.
		2. **Day** means calendarday.
		3. **Delivery**meansthetransferoftheGoodsfromtheSupplierto thePurchaserinaccordancewiththetermsandconditionsset forth in the ContractDocuments.
		4. **GCC**meanstheGeneralConditionsofContract.
		5. **Goods** means all of the commodities, raw materials,machinery and equipment, and/or other materials, including any object in solid, liquid or gaseous form that has an economic utility or value and which can be exchanged or traded, that the Supplier is required to supply to the Purchaser under theContract.
		6. The **Project Site,** where applicable, means the place named in theSCC.
		7. **Purchaser** means the entity purchasing the Goods and Related Services,asspecifiedintheSCC.
		8. **RelatedServices**meanstheservicesincidentaltothesupplyof theGoods,suchasinsurance,installation,trainingandinitial maintenance and other obligations of the Supplier under the Contract
 |

|  |  |
| --- | --- |
|  | 1. **SCC** means the Special Conditions ofContract.
2. **Subcontractor**means any natural person, private or government entity, or a combination thereof, including its legalsuccessorsandpermittedassigns,towhomanypartofthe Goods to be supplied or execution of any part of the Related ServicesissubcontractedbytheSupplier.
3. **Supplier** means the natural person, private or governmententity, or a combination of the above, whose Bid to perform theContracthasbeenacceptedbythePurchaserandisnamed assuchintheAgreement,andincludesthelegalsuccessorsor permitted assigns of theSupplier.
 |
| **2. Contract****Documents** | 2.1. Subject to the order of precedence set forth in the Contract Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary and mutuallyexplanatory.TheContractAgreementshallbereadasa whole. |
| **3. Fraud and Corruption** | * 1. If the Purchaser determines that the Supplier has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for or in executing the Contract then the Purchaser may, after giving fourteen (14) days notice to the Supplier, terminate the Supplier’s employment under the Contract and cancel the Contract,andtheprovisionsofGCCClause36shallapplyasifsuch termination has been made under GCC Sub-Clause36.1.
	2. Should any employee of the Supplier be determined to have engaged in corrupt, fraudulent, collusive, coercive orobstructive practiceduringthepurchaseoftheGoods,thenthatemployeeshall beremoved.
	3. For the purposes of thisSub-Clause:
		1. “corruptpractice”17istheoffering,giving,receivingorsoliciting, directly or indirectly, of anything of value18 to influence improperly the actions of anotherparty;
		2. “fraudulent practice”19 is any intentional act or omission, including a misrepresentation, that knowingly or recklesslymisleads, or attempts to mislead, a party to obtain afinancial orotherbenefitortoavoidanobligation;
 |

1. “anotherparty”referstoapublicofficialactinginrelationtotheprocurementprocessorcontractexecution.Inthiscontext, “publicofficial”includesstaffandemployeesofotherorganizations(includinganyinstitutionsprovidingfinancefortheGoods) taking or reviewing procurementdecisions.
2. “anythingofvalue”includes,butisnotlimitedto,anygift,loan,fee,commission,valuablesecurityorotherassetorinterest inanasset;anyoffice,employmentorcontract;anypayment,dischargeorliquidationofanyloan,obligationorotherliability 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 notalready institutedandincludingtheexerciseortheforbearancefromtheexerciseofanyrightoranyofficialpowerorduty.
3. a“party”referstoapublicofficial;theterms“benefit”and“obligation”relatetotheprocurementprocessorcontractexecution; andthe“actoromission”isintendedtoinfluencetheprocurementprocessorcontractexecution.

|  |  |
| --- | --- |
|  | 1. “collusivepractice”20isanarrangementbetweentwoormore partiesdesignedtoachieveanimproperpurpose,includingto influenceimproperlytheactionsofanotherparty;
2. “coercive practice”21 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 aparty;
3. “obstructive practice”is
	1. deliberatelydestroying,falsifying,alteringorconcealing ofevidencematerialtotheinvestigationormakingfalse statementstoinvestigatorsinordermateriallytoimpede anyinvestigationintoallegationsofacorrupt,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 investigationorfrompursuingtheinvestigation;or
	2. acts intended materially to impede the exercise of the inspection and audit rights of the Purchaser and/or any other relevant RGoB agency provided for underGCC Clause11.

3.4. Any communications between the Supplier and the Purchaser related to matters of alleged fraud or corruption must be madein writing. |
| **4. Interpretation** | * 1. Ifthecontextsorequiresit,singularmeanspluralandviceversa.
	2. Incoterms
		1. Unless inconsistent with any provision of the Contract orotherwisespecifiedintheSCC,themeaningofanytradeterm andtherightsandobligationsofpartiesthereundershallbeas prescribed byIncoterms.
		2. The terms EXW, CIF, CIP and other similar terms, when used, shall be governed by the rules prescribed in the current edition of Incoterms specified in the SCC and published by the International Chamber of Commerce in Paris,France.
	3. EntireAgreement

The Contract constitutes the entire agreement between the Purchaser and the Supplier and supersedes all communications, negotiations and agreements (whether written or oral) of the parties with respect thereto made prior to the date of Contract.* 1. Amendment

No amendment or other variation of the Contract shall be validunlessitisinwriting,isdated,expresslyreferstotheContract,and issignedbyadulyauthorizedrepresentativeofeachpartythereto. |

1. “parties” refers to participants in the procurement process (including public officials) and an “improper purpose” includes attemptingtoestablishbidpricesatartificial,noncompetitivelevels.
2. a“party”referstoaparticipantintheprocurementprocessorcontractexecution.

|  |  |
| --- | --- |
|  | * 1. Non-waiver
		1. Subject to GCC Sub-Clause 4.5 (b) below, no relaxation, forbearance, delay or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach ofContract.
		2. Any waiver of a party’s rights, powers or remedies underthe Contractmustbeinwriting,datedandsignedbyanauthorized representative of the party granting such waiver, and must specifytherightandtheextenttowhichitisbeingwaived.
	2. Severability

If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceabilityshallnotaffectthevalidityorenforceabilityofany other provisions and conditions of theContract. |
| **5. Language** | * 1. The Contract, as well as all correspondence and documentsrelating to the Contract exchanged by the Supplier and the Purchaser, shall be written in the language specified in the SCC. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the SCC, in which case, for purposes of interpretation of the Contract, the translation shallgovern.
	2. The Supplier shall bear all costs of translation to the governinglanguage and all risks of the accuracy of such translation, fordocumentsprovidedbytheSupplier.
 |
| **6. Joint Venture, Consortiumor Association** | 6.1.If the Supplier is a joint venture, consortium or association, all of thepartiesshallbejointlyandseverallyliabletothePurchaserfor thefulfillmentoftheprovisionsoftheContractandshalldesignate onepartytoactasaleaderwithauthoritytobindthejointventure, consortiumorassociation.Thecompositionortheconstitutionof the joint venture, consortium or association shall not be alteredwithoutthepriorconsentofthePurchaser. |
| **7. Eligibility** | 7.1. The Supplier and its Subcontractors shall have the nationality of aneligiblecountry.ASupplierorSubcontractorshallbedeemed tohavethenationalityofacountryifitisacitizenorconstituted, incorporated, or registered, and operates in conformity with the provisionsofthelawsofthatcountry. |

|  |  |
| --- | --- |
|  | 7.2.AllGoodsandRelatedServicestobesuppliedundertheContract shall have their origin in Eligible Countries. For the purpose ofthisClause,originmeansthecountrywheretheGoodshavebeen grown, mined, cultivated, produced, manufactured or processed; orthrough manufacture, processing or assembly, another commerciallyrecognizedarticleresultsthatdifferssubstantiallyin itsbasiccharacteristicsfromitscomponents. |
| **8. Notices** | * 1. AnynoticegivenbyonepartytotheotherpursuanttotheContract shallbeinwritingtotheaddressspecifiedintheSCC.Theterm“in writing”meanscommunicatedinwrittenform,includingelectronic communication,withproofofreceipt.
	2. Anoticeshallbeeffectivewhendeliveredoronthenotice’seffective date, whichever islater.
 |
| **9. GoverningLaw** | 9.1. The Contract shall be governed by and interpreted inaccordancewith the laws of Bhutan. |
| **10. Settlement of Disputes** | * 1. ThePurchaserandtheSuppliershallmakeeveryefforttoresolve amicablybydirectinformalnegotiationanydisagreementordispute arisingbetweenthemunderorinconnectionwiththeContract.
	2. If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided,as to the matter in dispute. No arbitration in respect of this mattermay be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention tocommence arbitrationhasbeengiveninaccordancewiththisClauseshallbe finallysettledbyarbitration.Arbitrationmaybecommencedprior to or after delivery of the Goods under the Contract. Arbitration proceedings shall be conducted in accordance with the rules ofprocedurespecifiedintheSCC.
	3. Notwithstandinganyreferencetoarbitrationherein,
		1. thepartiesshallcontinuetoperformtheirrespectiveobligations

under the Contract unless they otherwise agree; and* + 1. thePurchasershallpaytheSupplieranymoniesduethe

Supplier. |

|  |  |
| --- | --- |
| **11. Inspections and Audit** | 11.1.TheSuppliershallpermitthePurchaserand/orpersonsappointed bythePurchasertoinspecttheSupplier’sofficesand/ortheaccounts and records of the Supplier and its Subcontractors relating to the performanceoftheContract,andtohavesuchaccountsandrecords audited by auditors appointed by the Purchaser if so required by thePurchaser.TheSupplier’sattentionisdrawntoGCCClause3, whichprovides,interalia,thatactsintendedmateriallytoimpede the exercise of the inspection and audit rights provided forunder thisGCCSub-Clause11.1constituteaprohibitedpracticesubjectto contracttermination(aswellastoadeterminationofineligibility under ITB Sub-Clause 2.1 (c) of the Instructions to Bidders that precededtheplacementoftheContractofwhichtheseGCCform apart). |
| **12. Scope of Supplies** | * 1. TheGoodsandRelatedServicestobesuppliedshallbeasspecified in the Schedule ofSupply.
	2. UnlessotherwisestipulatedintheContract,theSupplyshallinclude all such items not specifically mentioned in the Contract butthat can be reasonably inferred from the Contract as being requiredforattainingDeliveryoftheGoodsandCompletionoftheRelated ServicesasifsuchitemswereexpresslymentionedintheContract.
 |
| **13. Delivery and Documents** | 13.1. Subject to GCC Sub-Clause 34.1, the delivery of the Goodsand completionoftheRelatedServicesshallbeinaccordancewiththe deliveryandcompletionrequirementsspecifiedintheScheduleof Supply.Thedetailsofshippingandotherdocumentstobefurnished bytheSupplierarespecifiedintheSCC. |
| **14. Supplier’s Responsibilities** | 14.1.TheSuppliershallsupplyalltheGoodsandRelatedServicesincluded intheScopeofSuppliesinaccordancewithGCCClause12,andthe deliveryandcompletionrequirementsasperGCCClause13. |
| **15. Purchaser’s Responsibilities** | 15.1.WheneverthesupplyofGoodsandRelatedServicesrequiresthat the Supplier obtain permits, approvals and/or import and other licensesorsimilarpermissionsfromBhutanesepublicauthorities, thePurchasershall,ifsorequiredbytheSupplier,useitsbestefforts to assist the Supplier in complying with such requirements in atimelyandexpeditiousmanner,butwithoutincurringanycosts. |
| **16. Contract Price** | * 1. TheContractPriceshallbeasspecifiedintheContractAgreement subject to any additions and adjustments thereto or deductions therefromasmaybemadepursuanttotheContract.
	2. Prices charged by the Supplier for the Goods supplied and the RelatedServicesperformedundertheContractshallnotvaryfrom thepricesquotedbytheSupplierinitsBid,withtheexceptionof anypriceadjustmentsauthorizedintheSCC.
 |

|  |  |
| --- | --- |
| **17. Termsof****Payment** | * 1. TheContractPrice,includinganyAdvancePayments,ifapplicable,

shall be paid as specified in the SCC.* 1. The Supplier’s request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed, and by the documents submitted pursuant to GCC Clause 13 and upon fulfillment of all the obligations stipulated in theContract.
	2. PaymentsshallbemadepromptlybythePurchaser,nolaterthan thirty(30)daysafterthesubmissionofverifiedinvoiceorrequest forpaymentbytheSupplier,andthePurchaserhasacceptedit.
	3. The currencies in which payments shall be made to the Supplier underthisContractshallbethoseinwhichtheBidPriceisexpressed.
	4. In the event that the Purchaser fails to pay the Supplier any paymentbyitsduedateorwithintheperiodsetforthintheSCC, the Purchaser shall pay to the Supplier interest on the amount of suchdelayedpaymentattherateshownintheSCC,fortheperiod of delay until payment has been made in full, whether before or after judgment or arbitrageaward.
 |
| **18. Taxes and Duties** | * 1. For Goods manufactured outside Bhutan the Supplier shallbear andpayallapplicabletaxes,stampduties,licencefeesandother similarleviesimposedoutsideBhutan.
	2. ForGoodsmanufacturedwithinBhutantheSuppliershallbearand promptly pay all applicable taxes, duties, licence fees and other similarleviesincurreduntildeliveryofthecontractedGoodstothe Purchaser.
	3. Ifanytaxexemptions,reductions,allowancesorprivilegesmaybe availabletotheSupplierinBhutanthePurchasershalluseitsbest effortstoenabletheSuppliertobenefitfromanysuchtaxsavings to the maximum allowableextent.
 |
| **19. Performance Se- curity** | * 1. The Supplier shall, within fifteen (15) working days of the notification of contract award, provide a Performance Security for the due performance of the Contract in the amount and currency specified in theSCC.
	2. TheproceedsofthePerformanceSecurityshallbepayabletothe PurchaserascompensationforanylossresultingfromtheSupplier’s failuretocompleteitsobligationsundertheContract.
 |

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| --- | --- |
|  | * 1. The Performance Security shall be denominated in the currency (ies)oftheContractorinafreelyconvertiblecurrencyacceptableto the Purchaser, shall be valid until the successful completion of the Supplier’s performance obligations under the Contract, including anywarrantyobligations,andshallbeinoneoftheformsstipulated by the Purchaser in theSCC.
	2. The Performance Security shall be discharged by the Purchaserand returned to the Supplier not later than thirty (30) days followingthe date of completion of the Supplier’s performance obligations under the Contract, including any warranty obligations, unless specified otherwise in theSCC,.
 |
| **20. Copyright** | 20.1. The copyright in all drawings, documents and other materials containingdataandinformationfurnishedtothePurchaserbythe SuppliershallremainvestedintheSupplier,or,iftheyarefurnished tothePurchaserdirectlyorthroughtheSupplierbyanythirdparty, including suppliers of materials, the copyright in such materials shallremainvestedinsuchthirdparty. |
| **21. ConfidentialInformation** | * 1. The Purchaser and the Supplier shall keep confidential and shall not,withoutthewrittenconsentoftheotherpartyhereto,divulgeto anythirdpartyanydocuments,dataorotherinformationfurnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract.Notwithstandingtheabove,theSuppliermayfurnishto its Subcontractor(s) such documents, data and other information as it receives from the Purchaser to the extent required for the Subcontractor(s) to perform its/their work under the Contract, in whicheventtheSuppliershallobtainfromsuchSubcontractor(s) an undertaking of confidentiality similar to that imposed on the SupplierunderGCCClause21.
	2. The Purchaser shall not use such documents, data and other informationreceivedfromtheSupplierforanypurposesunrelated tothe Contract.Similarly, the Supplier shallnotusesuchdocuments, data and other information received from the Purchaser for anypurpose other than the design, procurement or other work and servicesrequiredfortheperformanceoftheContract.
	3. The obligation of a party under GCC Sub-Clauses 21.1 and 21.2 above,however,shallnotapplytoinformationthat:
		1. thePurchaserorSupplierneedstosharewiththeRGoBorother institutionsparticipatinginthefinancingoftheContract;
		2. noworhereafterentersthepublicdomainthroughnofaultof thatparty;
 |

|  |  |
| --- | --- |
|  | 1. can be proven to have been possessed by that party at the time ofdisclosureandwhichwasnotpreviouslyobtained,directlyor indirectly, from the other party;or
2. otherwiselawfullybecomesavailabletothatpartyfromathird partythathasnoobligationofconfidentiality.
	1. TheaboveprovisionsofGCCClause21shallnotinanywaymodify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any partthereof.
	2. The provisions of GCC Clause 21 shall survive completionor

termination, for whatever reason, of the Contract. |
| **22. Subcontracting** | * 1. The supplier shall not subcontract, in whole or in part, theirobligations under this Contract, except with the prior written consent of thepurchaser.
	2. SubcontractsshallcomplywiththeprovisionsofGCCClauses3and 7.
 |
| **23. Specifications and Standards** | * 1. Technical Specifications andDrawings:
		1. The Goods and Related Services supplied under this Contract shall conform to the technical specifications and standards stipulated in Section VI, Schedule of Supply and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the Goods’ country oforigin.
		2. The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser.
		3. Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the editionsortherevisedversionsofsuchcodesandstandardsshall be those specified in the Schedule of Supply. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treatedinaccordancewithGCCClause34.
 |
| **24. Packing and Documents** | 24.1.TheSuppliershallprovidesuchpackingoftheGoodsasisrequired topreventtheirdamageordeteriorationduringtransittotheirfinal destination,asindicatedintheContract.Duringtransit,thepacking shallbesufficienttowithstand,withoutlimitation,roughhandling and exposure to extreme temperatures, salt and precipitation,and open storage. Packing case sizes and weights shall take into consideration, where appropriate, the remoteness of the Goods’ finaldestinationandtheabsenceofheavyhandlingfacilitiesatall points intransit. |

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|  | 24.2.Thepacking,markinganddocumentationwithinandoutsidethe packages shall comply strictly with such special requirements as shallbeexpresslyprovidedforintheContract,includingadditional requirements, if any, specified in the SCC, and in any other instructions ordered by thePurchaser. |
| **25. Insurance** | 25.1.UnlessotherwisespecifiedintheSCCtheGoodssuppliedunder theContractshallbefullyinsured,inafreelyconvertiblecurrency from an eligible country, against loss or damage incidental tomanufacture or acquisition, transportation, storage and delivery, in accordance with the applicable Incoterms or in the mannerspecified in theSCC. |
| **26. Transportation** | 26.1. Unless otherwise specified in the SCC, responsibility for arranging transportationoftheGoodsshallbeinaccordancewiththespecified Incoterms. |
| **27. Inspections and Tests** | * 1. At its own expense and at no cost to the Purchaser the Supplier shall carry out all such tests and/or inspections of the Goods and RelatedServicesasarespecifiedintheSCC.
	2. The inspections and tests may be conducted on the premises oftheSupplieroritsSubcontractor,atpointofdelivery,and/oratthe Goods’finaldestination,orinanotherplaceinBhutanasspecified intheSCC.SubjecttoGCCSub-Clause27.3,ifconductedonthe premisesoftheSupplieroritsSubcontractor,allreasonablefacilities andassistance,includingaccesstodrawingsandproductiondata, shallbefurnishedtotheinspectorsatnochargetothePurchaser.
	3. ThePurchaseroritsdesignatedrepresentativeshallbeentitledto attendthetestsand/orinspectionsreferredtoinGCCSub-Clause 27.2, provided that the Purchaser bears all of its own costs and expenses incurred in connection with such attendance including, butnotlimitedto,alltravellingandboardandlodgingexpenses.
	4. ThePurchasermayrequiretheSuppliertocarryoutanytestand/ or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goodscomplywiththetechnicalspecifications,codesandstandardsunder the Contract, provided that the Supplier’s reasonable costs and expensesincurredinthecarryingoutofsuchtestand/orinspection shall be added to the Contract Price. Further, if such test and/or inspection impedes the progress of manufacturing and/or the Supplier’sperformanceofitsotherobligationsundertheContract, due allowance will be made in respect of the Delivery Dates and CompletionDatesandtheotherobligationssoaffected.
	5. TheSuppliershallprovidethePurchaserwithareportoftheresults ofanysuchtestand/orinspection.
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|  | * 1. The Purchaser may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Purchaser, and shall repeat the testand/or inspection, at no cost to the Purchaser, upon giving anoticepursuanttoGCCSub-Clause27.4.
	2. The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendanceby the Purchaser or its representative, nor the issue of any report pursuanttoGCCSub-Clause27.6,shallreleasetheSupplierfrom anywarrantiesorotherobligationsundertheContract.
 |
| **28. Liquidated Damages** | 28.1. Except as provided for under GCC Clause 33, if the Supplier fails to deliver any or all of the Goods by the date(s) of delivery or fails to perform the Related Services within the period specified in the Contract, the Purchaser may, without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specifiedin theSCCofthedeliveredpriceofthedelayedGoodsorunperformed Services for each week or part thereof of delay until actualdelivery or performance, up to a maximum deduction of the percentage specifiedinthoseSCC.Oncethemaximumisreached,thePurchaser may terminate the Contract pursuant to GCC Clause36. |
| **29. Warranty** | * 1. TheSupplierwarrantsthatalltheGoodsarenew,unused,andofthe mostrecentorcurrentmodels,andthattheyincorporateallrecent improvementsindesignandmaterials,unlessprovidedotherwise in theContract.
	2. Subject to GCC Sub-Clause 23.1 (b), the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials and workmanship, under normal use in the conditions prevailing in Bhutan.
	3. UnlessotherwisespecifiedintheSCC,thewarrantyshallremain validfortwelve(12)monthsaftertheGoods,oranyportionthereof asthecasemaybe,havebeendeliveredtoandacceptedatthefinal destinationindicatedintheSCC,orforeighteen(18)monthsafter thedateofshipmentfromtheportorplaceofloadinginthecountry oforigin,whicheverperiodconcludesearlier.
	4. The Purchaser shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to inspectsuch defects.
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|  | * 1. Upon receipt of such notice, the Supplier shall, within the period specified in the SCC, expeditiously repair or replace the defective Goodsorpartsthereof,atnocosttothePurchaser.
	2. If, having been notified, the Supplier fails to remedy the defectwithintheperiodspecifiedintheSCC,thePurchasermayproceed totakewithinareasonableperiodsuchremedialactionasmaybe necessary,attheSupplier’sriskandexpenseandwithoutprejudice to any other rights which the Purchaser may have against theSupplier under theContract.
 |
| **30. Patent Indemnity** | * 1. The Supplier shall, subject to the Purchaser’s compliance with GCCSub-Clause30.2,indemnifyandholdharmlessthePurchaser anditsemployeesandofficersfromandagainstanyandallsuits, actions or administrative proceedings, claims, demands, losses,damages, costs and expenses of any nature, including attorney’s fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model,registereddesign,trademark,copyrightorotherintellectual property right registered or otherwise existing at the date of the Contract by reasonof:
		1. theinstallationoftheGoodsbytheSupplierortheuseofthe

Goods in Bhutan; and* + 1. thesaleinanycountryoftheproductsproducedbytheGoods. SuchindemnityshallnotcoveranyuseoftheGoodsoranypart thereof other than for the purpose indicated by orreasonably to be inferred from the Contract, neither any infringement resultingfromtheuseoftheGoodsoranypartthereof,orany productsproducedtherebyinassociationorcombinationwith any other equipment, plant or materials not supplied by theSupplier,pursuanttotheContract.
	1. If any proceedings are brought or any claim is made against the PurchaserarisingoutofthemattersreferredtoinGCCSub-Clause 30.1,thePurchasershallpromptlygivetheSuppliernoticethereof, and the Supplier may at its own expense and in the Purchaser’snameconductsuchproceedingsorclaimandanynegotiationsfor thesettlementofanysuchproceedingsorclaim.
	2. If the Supplier fails to notify the Purchaser within thirty (30) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its ownbehalf.
	3. The Purchaser shall, at the Supplier’s request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in sodoing.
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|  | 30.5. The Purchaser shall indemnify and hold harmless the Supplierand its employees, officers and Subcontractors from and against any and all suits, actions or administrative proceedings, claims,demands, losses, damages, costs and expenses of any nature, including attorney’s fees and expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of anypatent,utilitymodel,registereddesign,trademark,copyright orotherintellectualpropertyrightregisteredorotherwiseexisting atthedateoftheContractarisingoutoforinconnectionwithany design,data,drawing,specificationorotherdocumentsormaterials providedordesignedbyoronbehalfofthePurchaser. |
| **31. Limitation of Liability** | * 1. Exceptincasesofgrossnegligenceorwillfulmisconduct:
		1. neither party shall be liable to the other party, whether incontract, tort or otherwise, for any indirect or consequential lossordamage,lossofuse,lossofproduction,orlossofprofits orinterestcosts,providedthatthisexclusionshallnotapplyto anyobligationoftheSuppliertopayliquidateddamagestothe Purchaser;and
		2. theaggregateliabilityoftheSuppliertothePurchaser,whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not applytothecostofrepairingorreplacingdefectiveequipment, ortoanyobligationoftheSuppliertoindemnifythePurchaser with respect to patentinfringement.
 |
| **32. Change in Laws and Regulations** | 32.1.UnlessotherwisespecifiedintheContractif,afterthedatethirty(30)dayspriortothedateofBidsubmission,anylaw,regulation, ordinance, order or bylaw having the force of law is enacted,promulgated, abrogated or changed in Bhutan (which shall be deemed to include any change in interpretation or application by thecompetentauthorities)thatsubsequentlyaffectstheDelivery/ CompletionScheduleand/ortheContractPrice,thensuchDelivery/ CompletionScheduleand/orContractPriceshallbecorrespondingly increasedordecreased,totheextentthattheSupplierhasthereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same hasalreadybeenaccountedforinthepriceadjustmentprovisions whereapplicable,inaccordancewithGCCSub-Clause16.2. |
| **33. Force Majeure** | 33.1. The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages or termination for default if and to the extent that it’s delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure. |

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|  | * 1. For purposes of this Clause, “Force Majeure” means an event or situationbeyondthecontroloftheSupplierthatisnotforeseeable, is unavoidable, and its origin is not due to negligence or lack of careonthepartoftheSupplier.Sucheventsmayinclude,butnot belimitedto,actsofthePurchaserinitssovereigncapacity,wars orrevolutions,fires,floods,epidemics,quarantinerestrictionsand freightembargoes.
	2. IfaForceMajeuresituationarises,theSuppliershallpromptlynotify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeureevent.
 |
| **34. Change Orders and Contract Amendments** | * 1. The Purchaser may at any time order the Supplier through noticein accordance with GCC Clause 8 to make changes within the general scopeoftheContractinanyoneormoreofthefollowing:
		1. drawings,designsorspecifications,whereGoodstobefurnished undertheContractaretobespecificallymanufacturedforthe Purchaser;
		2. themethodofshipmentorpacking;
		3. the place of delivery;and
		4. theRelatedServicestobeprovidedbytheSupplier.
 |
|  | * 1. If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier’s performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery/Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be asserted within thirty (30) days from the date of the Supplier’s receipt ofthe Purchaser’s changeorder.
	2. Prices to be charged by the Supplier for any Related Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.
	3. Subject to the above, no variation in or modification of the terms of the Contract shall be made except by written amendment by the parties.
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| **35. Extensions of Time** | * 1. IfatanytimeduringperformanceoftheContracttheSupplieror its subcontractors should encounter conditions impeding timely deliveryoftheGoodsorcompletionofRelatedServicespursuant toGCCClause13,theSuppliershallpromptlynotifythePurchaser in writing of the delay, its likely duration, and its cause. Assoon aspracticableafterreceiptoftheSupplier’snotice,thePurchaser shall evaluate the situation and may at its discretion extend theSupplier’stimeforperformance,inwhichcasetheextensionshall beratifiedbythepartiesbyamendmentoftheContract.
	2. Except in case of Force Majeure, as provided under GCC Clause 33, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 28, unless an extension of time is agreed upon, pursuant to GCC Sub- Clause35.1.
 |
| **36. Termination** | * 1. Termination forDefault
		1. ThePurchaser,withoutprejudicetoanyotherremedyforbreach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or inpart:
			1. if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Sub-Clause 35.1;or
			2. iftheSupplierfailstoperformanyotherobligationunder

the Contract; or* + - 1. if the Supplier, in the judgment of the Purchaser hasengagedinfraudandcorruption,asdefinedinGCCClause 3,incompetingfororinexecutingtheContract.
		1. In the event the Purchaser terminates the Contract in wholeorinpart,pursuanttoGCCClause36.1(a),thePurchasermay procure, upon such terms and in such manner as it deemsappropriate, Goods or Related Services similar to those undeliveredornotperformed,andtheSuppliershallbeliable tothePurchaserforanyadditionalcostsforsuchsimilarGoods or Related Services. However, the Supplier shall continue performanceoftheContracttotheextentnotterminated.
	1. Termination forInsolvency

The Purchaser may at any time terminate the Contract by giving noticetotheSupplieriftheSupplierbecomesbankruptorotherwise insolvent.Insuchevent,terminationshallbewithoutcompensation totheSupplier,providedthatsuchterminationshallnotprejudice or affect any right of action or remedy that has accrued or will accrue thereafter to thePurchaser. |

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|  | * 1. Termination forConvenience.
		1. The Purchaser, by notice sent to the Supplier, may terminate theContract,inwholeorinpart,atanytimeforitsconvenience. Thenoticeofterminationshallspecifythatterminationisfor thePurchaser’sconvenience,theextenttowhichperformance oftheSupplierundertheContractisterminated,andthedate uponwhichsuchterminationbecomeseffective.
		2. The Goods that are complete and ready for shipment within thirty (30) days after the Supplier’s receipt of notice of terminationshallbeacceptedbythePurchaserattheContract termsandprices.FortheremainingGoods,thePurchasermay elect:
			1. to have any portion completed and delivered atthe

Contract terms and prices; and/or* + - 1. to cancel the remainder and pay to the Supplier an agreedamountforpartiallycompletedGoodsandRelated Servicesandformaterialsandpartspreviouslyprocured by theSupplier.
 |
| **37. Export****Restriction** | 37.1. Notwithstanding any obligation under the Contract to complete all export formalities, any export restrictions attributable to thePurchaser,toBhutan,ortotheuseoftheproducts/Goods,systems orservicestobesupplied,whicharisefromtraderegulationsfrom acountrysupplyingthoseproducts/Goods,systemsorservices,and whichsubstantiallyimpedethe Supplierfrommeetingitsobligations undertheContract,shallreleasetheSupplierfromtheobligation to provide deliveries or services, always provided, however, that the Supplier can demonstrate to the satisfaction of the Purchaser thatithascompletedallformalitiesinatimelymanner,including applyingforpermits,authorizationsandlicensesnecessaryforthe exportoftheproducts/Goods,systemsorservicesundertheterms oftheContract.TerminationoftheContractonthisbasisshallbe forthePurchaser’sconveniencepursuanttoSub-Clause36.3. |

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| **SECTION VIII. SPECIAL CONDITIONS OF CONTRACT** |
| The following Special Conditions of Contract (SCC) shall supplement and/or amend the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC. *[The Purchaser shall select and insert the appropriate wording using the samplebeloworotheracceptablewordinganddeletethetextinitalics.]* |
| **1.1 (k)** | The Project Site(s)/Final Destination(s) is/are; ***To respective beneficiary schools across the Country*** |
| **1.1 (l)** | The Purchaser is: ***Ministry of Education, Kawang Jangsa, Thimphu*** |
| **GCC 4.2 (a)** | ThemeaningofthetradetermsshallbeasprescribedbyIncoterms.Ifthemeaning of any trade term and the rights and obligations of the parties thereunder shall not be as prescribed by Incoterms, they shall be as prescribed by: ***Not Applicable*** |
| **GCC 4.2 (b)** | The version of Incoterms shall be: **Delivery Duty Paid (DDP) a**s per ***ICC 2010, which should include the landed cost*** |
| **GCC 5.1** | The language shall be: ***English*** |
| **GCC 8.1** | For **notices**, the addresses shall be:For the Purchaser:Attention: **Director**Address: ***Directorate of Services, Ministry of Education***Telephone: ***02-325420/331825***E-mail address: **tandinwangyel@moe.gov.bt/pdondup@moe.gov.bt** |
| **GCC 9** | The governing law shall be the law of the Kingdom of Bhutan. |
| **GCC 10.2** | The rules of procedure for arbitration proceedings pursuant to GCC Sub-Clause10.2 shall be as follows:*[The Bidding Documents should contain one clause to be retained in the event of a Contract with a foreign Supplier and one clause to be retained in the event of a Contract with a Bhutanese Supplier. At the time of finalizing the Contract, the respective applicable clause should be retained in the Contract. The following explanatorynoteshouldthereforebeinsertedasaheadertoGCCSub-Clause10.2in the BiddingDocuments.**“Clause10.2(a)shallberetainedinthecaseofaContractwithaforeignSupplierand Clause10.2(b)shallberetainedinthecaseofaContractwithaBhutaneseSupplier.”]****(a) Contract with a foreign Supplier:*** *[For Contractsenteredintowithforeignsuppliers,internationalcommercialarbitration may have practical advantages over other dispute settlement methods. Among the rules to govern the arbitration proceedings, the Purchaser may wish to consider the United Nations Commission on International Trade Law (UNCITRAL) Arbitration Rulesof1976,theRulesofConciliationandArbitrationoftheInternationalChamber ofCommerce(ICC),theRulesoftheLondonCourtofInternationalArbitrationorthe RulesoftheArbitrationInstituteoftheStockholmChamberofCommerce.]* |

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|  | ***IfthePurchaserchoosestheUNCITRALArbitrationRules,thefollowingsample clause should be inserted:***GCC 10.2 (a)—Any dispute, controversy or claim arising out of or relating to this Contract, or breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the UNCITRAL Arbitration Rules as at present in force.***If the Purchaser chooses the Rules of ICC, the following sample clause should be inserted:***GCC10.2(a)—AlldisputesarisinginconnectionwiththepresentContractshallbe finallysettledundertheRulesofConciliationandArbitrationoftheInternational Chamber of Commerce by one or more arbitrators appointed in accordance with the saidRules.***IfthePurchaserchoosestheRulesoftheArbitrationInstituteoftheStockholm ChamberofCommerce,thefollowingsampleclauseshouldbeinserted:***GCC 10.2 (a)—Any dispute, controversy or claim arising out of or in connection with this Contract, or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the Rules of the Arbitration Institute of the Stockholm Chamber ofCommerce. |
|  | ***If the Purchaser chooses the Rules of the London Court of International Arbitration, the following clause should be inserted:***GCC10.2(a)—AnydisputearisingoutoforinconnectionwiththisContract, including any question regarding its existence,validity or termination shall be referred to and finally resolved by arbitration under the Rules of the LondonCourtofInternationalArbitration,whichrulesaredeemedtobeincorporatedby reference to thisclause.***(b) Contract with a BhutaneseSupplier:***In the case of a dispute between the Purchaser and a Bhutanese Supplier, the dispute shall be referred to adjudication or arbitration in accordance with the laws of Bhutan. |
| **GCC 13.1** | Details of Shipping and other Documents to be furnished by the Supplier are: **During the time of delivery, the supplier/printer have to furnish original invoices along with original challans to process payment. Without complete set of these required documents, the Dzongkhag/Thromdeys Finance Section will not make payment. The MOE will not take responsible later on** |

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| **GCC 16.2** | The prices charged for the Goods supplied and the related Services performed*[“shall not,”]* be adjustable. |
| **GCC 17.1** | ***Sample provision***GCC17.1—ThemethodandconditionsofpaymenttobemadetotheSupplier underthisContractshallbeasfollows:**~~Payment for Goods supplied from abroad:~~**~~Payment of the foreign currency portion shall be madein( )~~~~(i)~~ **~~Advance Payment:~~** ~~Ten percent (10%) of the Contract Price shall be paid within thirty (30) days of signing of the Contract, and upon submission of a claim and an advance payment guarantee for the equivalent amount valid until the Goods are delivered and in the form provided in the Bidding Documents.~~ |
|  | 1. **~~On Shipment:~~** ~~Eighty percent (80%) of the Contract Price of the Goods shipped shall be paid through irrevocable confirmed letter of credit opened in favor of the Supplier in a bank in its country, upon submission of the documents specified in GCC Clause13.~~
2. **~~On Acceptance:~~** ~~Ten percent (10%) of the Contract Price of the Goods received shall be paid within thirty (30) days of receipt of the Goods upon submission of claim supported by the acceptance certificate issued by the Purchaser.~~

~~PaymentofthelocalcurrencyportionshallbemadeinBhutaneseNgultrum (BTN) within thirty (30) days of presentation of a claim supported by a certificate from the Purchaser declaring that the Goods have been delivered and that all other contracted Services have beenperformed.~~**Payment for Goods and Services supplied from within Bhutan:**Payment for Goods and Services supplied from within Bhutan shall be made inNgultrum*[currency]*, asfollows:**Full payment shall be made only after the complete delivery of goods/items to the respective beneficiary schools as per the supply orders within thirty (30) days after receiving the original invoices along with original challans.** 1. **~~Advance Payment:~~** ~~Ten percent (10%) of the Contract Price shall be paid within thirty (30) days of signing of the Contract against a simple receipt and an advance payment guarantee for the equivalent amount and in the form provided in the BiddingDocuments.~~
2. **~~On Delivery:~~** ~~Eighty percent (80%) of the Contract Price shall be paid on receipt of the Goods and upon submission of the documents specified in GCC Clause13.~~
3. **~~On Acceptance:~~** ~~The remaining ten percent (10%) of the Contract Price shall be paid to the Supplier within thirty (30) days after the date of the acceptance certificate for the respective delivery issued by thePurchaser.~~
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| **GCC 17.5** | The payment delay period after which the Purchaser shall pay interest to thesupplier shall be ***as per the existing norms.*** |

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| **GCC 19.1** | The amount of the Performance Security shall be:Suppliers/Bid Winners are required to furnish 10% of the Total Amount of the Bid Price as Performance Security Deposit in the form of a cash warrant/demand draft/ Bank Guarantee in favor of the **Chief Finance Officer, Finance Division, Directorate of Services,** Ministry of Education, Thimphu, within 15 days from the date of issuing Notification of Award (NoA) which shall be valid for the period of 30 days beyond the completion of the delivery period.  |
| **GCC 19.3** | The types of acceptable Performance Securities are:1. Unconditional bank guarantee issued by financial institution located in Bhutan and acceptable to the Purchaser, in the form provided for in the ContractorinanyotherformacceptabletothePurchaser,or
2. Cash warrant,or
3. Demanddraft.
 |
| **GCC 19.4** | Discharge of Performance Security shall take place: *[insert date if different from theone indicated in GCC Sub-Clause 19.4]* |
| **GCC 24.2** | Thepacking,markinganddocumentationwithinandoutsidethepackagesshall be:***Goods to be delivered should be properly packed with the address of the beneficiary school and quantity inside the packed box.*** |
| **GCC 25.1** | The insurance coverage shall be as specified in the Incoterms.***Moreover, the goods to be supplied should be fully insured. If anything goes wrong in transit, the supplier (s) shall be responsible***. |
| **GCC 26.1** | Responsibility for transportation of the Goods shall be as specified in theIncoterms.**Supplier shall take full responsibility in delivering the goods to the respective beneficiary schools as per Supply Order**  |
| **GCC 27.1** | The inspections and tests shall be: ***3 rounds of inspection shall be carry out by Ministry of Education in collaboration with Royal Education Council, Paro to ensure printing quality (printing as per print specification and approved specimen copies by REC) and progress of works.***  |
| **GCC 27.2** | Inspections and tests shall be conducted at: ***Premises of the Printer/Supplier*** |
| **GCC 28.1** | The liquidated damages shall be: ***[0.1]* % per day of each delay as indicated in PRR-2019, Clause 6.3.4.2 (a), Page 68.** |
| **GCC 28.1** | The maximum amount of liquidated damages shall be: ***[10]* % as per PRR-2019** |
| **GCC 29.3** | The period of validity of the Warranty shall be: ***[365]* days.**For the purposes of the Warranty the place(s) of final destination(s) shall be:***at the premises of Printer/Supplier*** |
| **GCC 29.5****and 29.6** | The period for repair or replacement shall be: ***[15]* days after the issue of such notification.** |

**Attachment: Price Adjustment Formula**

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

* 1. PricespayabletotheSupplier,asstatedintheContract,shallbesubjecttoadjustmentduring performanceoftheContracttoreflectchangesinthecostoflaborandmaterialcomponents in accordance with theformula:

P1 = P0 [a + bL1 + cM1] - P0

L0 M0

a+b+c = 1

in which:

P1 = adjustment amount payable to theSupplier.

P0 = Contract Price (baseprice).

a = fixed element representing profits and overheads included in the Contract Priceandgenerallyintherangeoffive(5)tofifteenpercent(15%).

b = estimatedpercentageoflaborcomponentintheContractPrice.

c = estimatedpercentageofmaterialcomponentintheContractPrice.

L0,L1 = laborindicesapplicabletotheappropriateindustryinthecountryoforiginon

the base date and date for adjustment, respectively.

M0,M1 = material indices for the major raw material on the base date and date for adjustment,respectively,inthecountryoforigin.

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

a = *[insert value of coefficient]* b = *[insert value of coefficient]* c = *[insert value of coefficient]*

The Bidder shall indicate the source of the indices and the base date indices in its bid. Base date = thirty (30) days prior to the deadline for submission of the bids.

Dateofadjustment=*[insertnumberofweeks]*weekspriortodateofshipment(representing the mid-point of the period ofmanufacture).

Theabovepriceadjustmentformulashallbeinvokedbyeitherpartysubjecttothefollowing furtherconditions:

* + 1. No priceadjustmentshallbeallowedbeyondtheoriginaldelivery datesunlessspecifically stated in the extension letter. As a rule, no price adjustment shall be allowed for periods of delay for which the Supplier is entirely responsible. The Purchaser will, however, be entitled to any decrease in the prices of the Goods and Services subject toadjustment.
		2. IfthecurrencyinwhichtheContractPriceP0isexpressedisdifferentfromthecurrency of origin of the labor and material indices, a correction factor will be applied to avoid incorrectadjustmentsoftheContractPrice.Thecorrectionfactorshallcorrespondto

theratioofexchangeratesbetweenthetwocurrenciesonthebasedateandthedatefor adjustment as definedabove.

* + 1. No price adjustment shall be payable on the portion of the Contract Price paid tothe

Supplier as advance payment.

**SECTION IX. CONTRACT FORMS**

**TABLE OF FORMS**

### ContractAgreement 92

### PerformanceSecurity 94

### Bank Guarantee forAdvancePayment 95

### Letterof Acceptance 96

**CONTRACT AGREEMENT**

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

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

BETWEEN

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

WHEREAS the Purchaser invited Bids for certain Goods and ancillary services, viz., *[insertbrief descriptionofGoodsandServices]*andhasacceptedaBidbytheSupplierforthesupplyofthose GoodsandServicesinthesumof*[insertContractPriceinwordsandfigures,expressedintheContract currency/ies]*(hereinaftercalled“theContractPrice”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assignedtothemintheConditionsofContractreferredto.
2. The following documents shall constitute the Contract between the Purchaser and theSupplier,andeachshallbereadandconstruedasanintegralpartoftheContract,viz.:
	1. This ContractAgreement;
	2. The Special Conditions ofContract;
3. The General Conditions ofContract;
4. TechnicalRequirements(includingScheduleofSupplyandTechnicalSpecifications);
5. TheSupplier’sBidandoriginalPriceSchedules;
6. ThePurchaser’sNotificationofAwardofContract;
7. The form of PerformanceSecurity;
8. TheformofBankGuaranteeforAdvancePayment;
9. *insert here any other document(s) forming part of theContract]*
10. ThisContractshallprevailoverallotherContractdocuments.Intheeventofanydiscrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listedabove.
11. InconsiderationofthepaymentstobemadebythePurchasertotheSupplierashereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Goods andServicesandtoremedydefectsthereininconformityinallrespectswiththeprovisionsof theContract.
12. ThePurchaserherebycovenantstopaytheSupplierinconsiderationoftheprovisionofthe GoodsandRelatedServicesandtheremedyingofdefectstherein,theContractPriceorsuch othersumasmaybecomepayableundertheprovisionsoftheContractatthetimesandin themannerprescribedbytheContract.

INWITNESSwhereofthepartiesheretohavecausedthisAgreementtobeexecutedinaccordance withthelawsofBhutanontheday,monthandyearindicatedabove.

For and on behalf of the Purchaser

Signed: *[insert signature]*

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

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

For and on behalf of the Supplier

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

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

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

**PERFORMANCE SECURITY**

*[Thebank, asrequestedby thesuccessful Bidder, shall fill in thisform in accordance withthe instructions indicated]*

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

IFBNo.andtitle*:[insertno.andtitleofbiddingprocess]*

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

**Beneficiary:** *[insert complete name of Purchaser]*

**PERFORMANCEGUARANTEENo.:** *[insert Performance Guaranteenumber]*

Wehavebeeninformedthat*[insertcompletenameofSupplier]*(hereinaftercalled“theSupplier”) hasenteredintoContractNo*.[insertnumber]*dated*[insertdayandmonth],[insertyear]*withyou, forthesupplyof*[descriptionofGoodsandrelatedServices]*(hereinaftercalled“theContract”).

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

AttherequestoftheSupplier,weherebyirrevocablyundertaketopayyouanysum(s)notexceeding *[insertamount(s)22infiguresandwords]*uponreceiptbyusofyourfirstdemandinwritingdeclaring the Supplier to be in default under the Contract, without cavil or argument, or you needing to proveortoshowgroundsorreasonsforyourdemandorthesumspecifiedtherein.

ThisGuaranteeshallexpirenolaterthanthe*[insertnumber]*dayof*[insertmonth][insertyear]*,*23* and any demand for payment under it must be received by us at this office on or before that date. We agree to a one-time extension of this Guarantee for a period not to exceed *[six months] [one year]*, in response to the Purchaser’s written request for such extension, such request to be presentedtousbeforetheexpiryoftheGuarantee.

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

1. *The Bank shall insert the amount(s) specified in the SCC and denominated, as specified in the SCC, either in the currency(ies) of the ContractorafreelyconvertiblecurrencyacceptabletothePurchaser.*
2. *DateestablishedinaccordancewithClause19.4oftheGeneralConditionsofContract(“GCC”).ThePurchasershouldnotethatinthe eventofanextensionofthetimetoperformtheContract,thePurchaserwouldneedtorequestanextensionofthisGuaranteefromthe Bank. Such request must be in writing and must be made prior to the expiration date established in theGuarantee.*

**BANK GUARANTEE FOR ADVANCE PAYMENT**

*[Thebank, asrequestedby thesuccessful Bidder, shall fill in thisform in accordance withthe instructions indicated.]*

*[bank’s letterhead]*

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

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

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

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

We, *[insert legal name and address of bank],* have been informed that *[insert complete nameand addressofSupplier]*(hereinaftercalled“theSupplier”)hasenteredintoContractNo.*[insertnumber]* dated *[insert date of Contract]* with you, for the supply of *[insert types of Goods to be delivered]* (hereinafter called “theContract”).

Furthermore,weunderstandthat,accordingtotheconditionsoftheContract,anadvancepayment istobemadeagainstanadvancepaymentguarantee.

At the request of the Supplier, we hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[insert amount(s)24 in figures and words]* upon receipt by us of your first demand in writing declaring that the Supplier is in breach of its obligation under the Contract because the Supplier used the advance payment for purposes other than toward delivery of the Goods.

It is a condition for any claim and payment under this Guarantee to be made that the advance paymentreferredtoabovemusthavebeenreceivedbytheSupplierinitsaccount*[insertnumber anddomicileoftheaccount]*

ThisGuaranteeshallremainvalidandinfulleffectfromthedateoftheadvancepaymentreceived by the Supplier under the Contract until *[insert date25].* We agree to a one-time extension of this Guaranteeforaperiodnottoexceed*[sixmonths][oneyear]*,inresponsetothePurchaser’swritten request for such extension, such request to be presented to us before the expiry of theGuarantee.

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

1. *The bank shall insert the amount(s) specified in the SCC and denominated, as specified in the SCC, either in the currency(ies) of the ContractorafreelyconvertiblecurrencyacceptabletothePurchaser.*
2. *InserttheDeliverydatestipulatedintheContractDeliverySchedule.ThePurchasershouldnotethatintheeventofanextensionofthe time to perform the Contract, the Purchaser would need to request an extension of this Guarantee from the bank.Such request must be inwritingandmustbemadepriortotheexpirationdateestablishedintheGuarantee*

**LETTER OF ACCEPTANCE**

*[use letterhead paper of the Purchaser]*

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

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

*[date]*

ThisistonotifyyouthatyourBiddated***[insertdate]***forsupplyofthe***[insertnameofthecontract and identification number, as given in the SCC]*** for the Accepted Contract Amount of ***[insert amount in numbers and words and name of currency]***, as corrected and modified inaccordance withtheInstructionstoBiddersisherebyacceptedbyourAgencyor(*foritem-wisecontractinsert listofitemspricescheduleasattachement)*

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

AuthorizedSignature: Name and TitleofSignatory: NameofAgency:

### Attachment: Contract Agreement