
Royal Government of Bhutan
Bhutan Standards Bureau
Thimphu:Bhutan



NIT No: BSB/Proc-03/2017-2018/1248

Date: 5/06/2018.

**Sub: Bidding Documents for Supply & Installation
of AC.**

Procuring Agency [Bhutan Standards Bureau]

Preface

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

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

Public Procurement Policy Division
Ministry of Finance
Royal Government of Bhutan

Section I. Instructions to Bidders

| A. General | |
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| 1 Scope of Bid | <p>1.1 The Purchaser, as indicated in the Bid Data Sheet (BDS), issues these Bidding Documents for the supply of Goods and Related Services incidental thereto as specified in Section VI, Schedule of Supply. The name, identification number, and number of lots within this procurement are provided in the BDS</p> <p>1.2 Throughout these Bidding Documents:</p> <p>(a) the term “in writing” means communicated in written form (eg by mail, electronic mail, fax, telex) with proof of receipt;</p> <p>(b) if the context so requires, “singular” means plural” and vice versa; and</p> <p>(c) “day” means calendar day.</p> |
| 5. Eligible Goods and Related Services | <p>5.1 All the Goods and Related Services to be supplied under the Contract may have their origin in any country in accordance with Section V, Eligible Countries.</p> <p>5.2 For the purposes of this Clause, the term “Goods” includes commodities, raw material, machinery, equipment and industrial plants; and “Related Services” includes services such as insurance, installation, training, and initial maintenance.</p> <p>5.3 The term “origin” means the country where the Goods have been mined, grown, cultivated, produced, manufactured or processed; or, through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.</p> |
| B. Contents of Bidding Documents | |
| | <p>PART 1 Bidding Procedures</p> <ul style="list-style-type: none"> • Section I. Instructions to Bidders (ITB) • Section II. Bid Data Sheet (BDS) • Section III. Evaluation and Qualification Criteria • Section IV. Bidding Forms • Section V. Eligible Countries <p>PART 2 Supply Requirements</p> <ul style="list-style-type: none"> • Section VI. Schedule of Supply <p>PART 3 Contract</p> <ul style="list-style-type: none"> • Section VII. General Conditions of Contract (GCC) • Section VIII. Special Conditions of Contract (SCC) • Section IX. Contract Forms |
| 7. General | 7.1 The Invitation for Bids issued by the Purchaser is not part of |

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| Information | <p>the Bidding Documents.</p> <p>7.2 The Purchaser is not responsible for the completeness of the Bidding Documents and their addenda, if any, if these were not obtained directly from the Purchaser.</p> <p>7.3 The Bidder is expected to examine all instructions, forms, terms and specifications in the Bidding Documents. Failure to furnish all information or documentation required by the Bidding Documents may result in the rejection of the Bid.</p> |
| 8. Clarification of Bidding Documents | <p>8.1 Bidders shall not be allowed to seek any clarification of the Bidding Documents in person or by telephone or other verbal means.</p> <p>8.2 A prospective Bidder requiring any clarification of the Bidding Documents shall notify the same to the Purchaser in writing at the Purchaser's address specified in the BDS;</p> <p>8.3 The Purchaser shall respond in writing to any such request for clarification, provided that it is received no later than fifteen (15) days prior to the deadline for submission of Bids. Copies of the Purchaser's response shall be forwarded to all those who have acquired the Bidding Documents directly from the Purchaser, including a description of the enquiry without disclosing the name of the Bidder(s) seeking clarification. Should the Purchaser deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure under ITB Clause 9 and ITB Sub-Clause 27.2; and</p> <p>8.4 A pre-bid meeting shall be conducted only if strictly necessary to clarify doubts and concerns of the Bidders prior to submission of Bids. Minutes of the pre-bid meeting shall be circulated to all Bidders that have purchased Bidding Documents.</p> |
| C. Preparation of Bids | |
| 10. Cost of Bidding | <p>10.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Purchaser shall not be responsible or liable for those costs, regardless of the conduct or outcome of the Bidding process.</p> |
| 11. Language of Bid | <p>11.1 The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Purchaser, shall be written in the language specified in the BDS. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the BDS, in which case, for the purposes of interpretation of the Bid, such translation shall govern.</p> |
| 12. Documents Comprising the Bid | <p>12.1 The Bid shall comprise the following:</p> <p>(a) Bid Submission Sheet and the applicable Price Schedules in accordance with ITB Clauses 13, 14, 16 and 18;</p> |

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| | <ul style="list-style-type: none"> (b) Bid Security, in accordance with ITB Clause 24; (c) Written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB Clause 25; (d) Documentary evidence in accordance with ITB Clause 19 establishing the Bidder's eligibility to bid; (e) Documentary evidence in accordance with ITB Clause 20 that the Goods and Related Services to be supplied by the Bidder are of eligible origin; (f) Documentary evidence in accordance with ITB Clauses 21 and 33 that the Goods and Related Services conform to the Bidding Documents; (g) Documentary evidence in accordance with ITB Clause 22 establishing the Bidder's qualifications to perform the contract if its Bid is accepted; (h) Alternative Bids, if permissible, in accordance with ITB Clause 15; (i) Documentary evidence or certified statements that the Bidder is not in any of the exclusion categories stipulated in ITB Sub-Clause 4.1; (j) Integrity Pact Statement, in accordance with ITB Sub-Clause 2.1 (e) as specified in BDS; and (k) Any other document required in the BDS. |
| 13. Bid Submission Sheet | 13.1 The Bidder shall submit the Bid Submission Sheet using the form furnished in Section IV, Bidding Forms. This form must be completed without any alterations to its format, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested. |
| 14. Price Schedules | 14.1 The Bidder shall submit the Price Schedules for Goods and Related Services, according to their origin as appropriate, using the forms furnished in Section IV, Bidding Forms. |
| 15. Alternative Bids | 15.1 Unless otherwise indicated in the BDS alternative Bids shall not be considered. |
| 16. Bid Prices and Discounts | <p>16.1 The prices and discounts quoted by the Bidder in the Bid Submission Sheet and in the Price Schedules shall conform to the requirements specified below.</p> <p>16.2 All lots and items in the Schedule of Supply must be listed and priced separately in the Price Schedules.</p> <p>16.3 The price to be quoted in the Bid Submission Sheet shall be the total price of the Bid excluding any discounts offered.</p> <p>16.4 The Bidder shall quote any unconditional discounts and the</p> |

methodology for their application in the Bid Submission Sheet.

16.5 The terms EXW, CIF, CIP and other similar terms shall be governed by the rules prescribed in the current edition of Incoterms, published by The International Chamber of Commerce as specified in the BDS.

16.6 Unless otherwise stated in the BDS, Prices shall be quoted inclusive of all applicable taxes and levies, insurance, transportation, handling costs and any other associated cost to fulfill the contractual obligations, as specified in the Price Schedule forms for Goods and related services included in Section IV Bidding Forms. However to avail margin of preference, prices shall be quoted as specified in the Price Schedule for Goods Manufactured in Bhutan in section IV Bidding Forms.. The disaggregation of price components shall be solely for the purpose of facilitating the comparison of Bids by the Purchaser. This shall not in any way limit the Purchaser's right to contract on any of the terms offered. In quoting prices the Bidder shall be free to use transportation through carriers registered in any eligible country, in accordance with Section V, Eligible Countries. Similarly, the Bidder may obtain insurance services from any eligible country in accordance with Section V, Eligible Countries. Prices shall be entered in the following manner:

(a) For goods manufactured in Bhutan:

- (i) the price of the Goods quoted EXW (ex works, ex factory, ex warehouse, ex showroom, or off-the-shelf, as applicable), including all Customs duties and sales and other taxes already paid or payable on the components and raw material used in the manufacture or assembly of the Goods;
- (ii) any Bhutan sales and other taxes which will be payable on the Goods if the contract is awarded to the Bidder; and
- (iii) the price for inland transportation, insurance and other local services required to deliver the Goods to their final destination (Project Site) specified in the BDS.

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

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

16.7 If so indicated in ITB Sub-Clause 1.1, Bids are being invited for individual items, lots or packages. Unless otherwise indicated in

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| | <p>the BDS, prices quoted shall correspond to one hundred percent (100%) of the items specified for each lot and to one hundred percent (100%) of the quantities for each item of a lot. Bidders wishing to offer any price reduction (discount) for the award of more than one Contract shall specify in their Bid the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Price reductions or discounts shall be submitted in accordance with ITB Sub-Clause 16.4, provided the Bids for all lots are submitted and opened at the same time.</p> |
| <p>17. Price Variation</p> | <p>17.1 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account, unless otherwise specified in the BDS. A Bid submitted with an adjustable price quotation shall be treated as non-responsive and shall be rejected pursuant to ITB Clause 33 unless adjustable price quotations are permitted by the BDS. If, in accordance with the BDS, prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract, a Bid submitted with a fixed price quotation shall not be rejected, but the price adjustment shall be treated as zero.</p> |
| <p>18. Currencies of Bid</p> | <p>18.1 The unit rates and prices shall be quoted by the Bidder entirely in Ngultrum (Nu). Foreign currency requirements shall be indicated and shall be payable at the option of the Bidder in up to three foreign currencies.</p> <p>18.2 The rates of exchange to be used in arriving at the local currency equivalent shall be the selling rates for similar transactions established by RMA on the day of bid opening. These exchange rates shall apply for all payments so that no exchange risk shall be borne by the Bidder.</p> <p>18.3 Bids shall be evaluated as quoted in Ngultrum (NU) in accordance with ITB Sub-Clause 18.1, unless a Bidder has used different exchange rates than those prescribed in ITB Sub-Clause 18.2, in which case the Bid shall be first converted into the amounts payable in different currencies using the rates quoted in the Bid and then reconverted to Ngultrum (NU) using the exchange rates prescribed in ITB Sub-Clause 18.2.</p> <p>18.4 Bidders shall indicate details of their expected foreign currency requirements in the Bid.</p> <p>18.5 Bidders may be required by the Employer to clarify their foreign currency requirements and to substantiate that the amounts included in the rates and prices if required in the BDS, are reasonable and responsive to ITB Sub-Clause 18.1.</p> <p>18.6 In case of International Procurement from countries other than India, the procuring agency may invite bids in convertible currencies. The bids shall however, be evaluated in accordance with Sub-Clause 18.3 above, but the payment shall be made in</p> |

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| | the currency of bid. |
| F. Award of Contract | |
| 43.Award Criteria | 43.1 The Purchaser shall award the Contract to the Bidder whose offer has been determined to be the lowest evaluated Bid and is substantially responsive to the Bidding Documents, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily. |
| 45.Notification of Award | <p>45.1 Prior to expiry of the period of Bid validity, the Purchaser shall notify the successful Bidder, in writing, that its Bid has been accepted.</p> <p>45.2 Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.</p> <p>45.3 Upon the successful Bidder furnishing the signed Contract Form and the Performance Security pursuant to ITB Clause 47 the Purchaser:</p> <ul style="list-style-type: none"> (a) shall promptly notify each unsuccessful Bidder and discharge its Bid Security, pursuant to ITB Sub-Clause 24.4; and (b) publish a notification of award on the Purchaser's website. <p>45.4 The notifications to all unsuccessful Bidders and the notification posted on the Purchaser's website shall include the following information:</p> <ul style="list-style-type: none"> (a) the Bid and lot numbers; (b) name of the winning Bidder, and the price it offered, as well as the duration and summary scope of the Contract awarded; and (c) the date of the award decision. <p>45.5 After publication of the award, unsuccessful Bidders may request in writing to the Purchaser for a debriefing seeking explanations of the grounds on which their Bids were not selected. The Purchaser shall promptly respond in writing to any unsuccessful Bidder who, after publication of contract award, requests a debriefing.</p> |

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| <p>46 Signing of Contract</p> | <p>46.1 At the same time as notifying the successful Bidder in writing that its Bid has been accepted the Purchaser shall send the successful Bidder the Contract Agreement and the Special Conditions of Contract.</p> <p>46.2 Within fifteen (15) days of receipt of the Contract Agreement the successful Bidder shall sign, date and return it to the Purchaser.</p> <p>46.3 Notwithstanding ITB Sub-Clause 46.2 above, in case signing of the Contract Agreement is prevented by any export restrictions attributable to the Purchaser, to Bhutan, or to the use of the products/Goods, systems or services to be supplied, where such export restrictions arise from trade regulations from a country supplying those products/Goods, systems or services, the Bidder shall not be bound by its Bid, always provided, however, that the Bidder can demonstrate to the satisfaction of the Purchaser that signing of the Contract Agreement has not been prevented by any lack of diligence on the part of the Bidder in completing any formalities, including applying for permits, authorizations and/or licenses necessary for the export of the products/Goods, systems or services under the terms of the Contract.</p> |
| <p>47 Performance Security</p> | <p>47.1 Within fifteen (15) working days of the receipt of notification of award from the Purchaser, the Bidder shall submit the Performance Security in accordance with the GCC, using for that purpose any of the following security forms:</p> <ul style="list-style-type: none"> (a) unconditional bank guarantee in the form provided for in Section IX, Contract Forms, or another form acceptable to the Purchaser, or (b) banker's certified cheque/cash warrant, or (c) demand draft. <p>47.2 If the Performance Security is provided by the successful Bidder in the form of a demand bank guarantee it shall be issued, at the Bidder's option, by a bank located in Bhutan or by a foreign bank acceptable to the Purchaser through a correspondent bank located in Bhutan.</p> <p>47.3 Failure by the successful Bidder to submit the above-mentioned Performance Security or to sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event the Purchaser may award the Contract to the next lowest evaluated Bidder whose offer is substantially responsive and is determined by the Purchaser to be qualified to perform the Contract satisfactorily. Such a failure shall be considered as "withdrawal" and all relevant clauses shall apply.</p> |

Section II. Bid Data Sheet

| A. Introduction | |
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| ITB 1.1 | The Purchaser is: Director General |
| ITB 1.1 | The name, identification number and number of lots within this procurement are: Supply & Installation of AC. |
| B. Bidding Documents | |
| ITB 8.2 | For <u>clarification of Bid purposes</u> only, the Purchaser's address is: Attention: Procurement Section Address: Bhutan Standards Bureau, Riju Lam, Thimphu, <u>Bhutan</u> Facsimile number: 00975-2-323712 Electronic mail address: [yjamtsho@bsb.gov.bt] |
| C. Preparation of Bids | |
| ITB 11.1 | The language of the Bid is: <u>English</u> |
| ITB 12.1 (k) | The Bidder shall submit with its Bid the following additional documents: <i>Copy of Valid Trade License, Tax clearance Certificate, etc.</i> |
| ITB 12.1 (j) | The bidders shall submit a signed Integrity Pact: Not applicable. |
| ITB 15.1 | Alternative Bids " <i>shall be</i> " permitted. <i>[If alternatives shall be considered, insert:</i> <i>"A Bidder may submit an alternative Bid with or without a Bid for the base case. The Purchaser shall consider Bids offered for alternatives as specified in the Technical Specifications of Section VI, Schedule of Supply. All Bids received for the base case, as well as alternative Bids meeting the specified requirements, shall be evaluated on their own merits in accordance with the same procedures as are specified in ITB Clause 39."]</i> |
| ITB 16.5 | The Inco-terms edition is: DDP, BSB, Thimphu (Delivered Duty Paid) |
| ITB 16.6 (a) (iii), (b) (ii) and (c) (v) | The final destination (Calibration Site) is: BSB office, Riju Lam, Thimphu for the equipment's of head office. |
| ITB 17.1 | The prices quoted by the Bidder shall not be adjustable and should be inclusive of all taxes & duties. 2% TDS will be deducted from the total bill amount and remitted to RRCO. The supply should be made on DDP, BSB, office, Thimphu. |
| ITB 18.1 | The Bidder is required to quote in Ngultrum (BTN) the portion of the Bid Price that corresponds to expenditures incurred in Ngultrum (BTN) in |

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| | Bhutan. |
| ITB 22.1 (a) | Manufacturer's authorization is not required. If sourced from registered manufacturer's, else would be required to cross verify the rightful source and geniuses of the product. |
| ITB 23.1 | The Bid validity period shall be 60 (sixty) days. |
| ITB 24.1 | The amount and currency of the Bid Security is 2% of the total bid value in the form of demand draft or cash warrant drawn in favor of the Director General, Bhutan Standards Bureau, Thimphu. |
| D. Submission and Opening of Bids | |
| ITB 25.1 and 26.1 | In addition to the original of the Bid, the number of copies is: one original & one identical copy. |
| ITB 26.3 (d) | The name and identification number of the Contract is: Supply & Installation of AC. |
| ITB 26.3 (e) | The time and date for Bid Opening is 10.30 AM Bhutan standard time on 18th June 2018 |
| ITB 26.7 | Bidders shall not have the option of submitting their Bids electronically. |
| ITB 27.1 | <u>For Bid submission address is:</u> Attention: Director General Address: Bhutan Standards Bureau, Riju Lam, Thimphu: Bhutan The deadline for the submission of Bids is: Date: 18th June, 2018 Time: 10:00 AM Bhutan Standard time. |
| ITB 30.1 | The Bid Opening shall take place at: Address: New BSB, Building Date: 18th June, 2018 Time: 10.30 AM Bhutan Standard Time |
| E. Evaluation and Comparison of Bids | |
| ITB 37.1 | This clause is not applicable as the bids are invited from national bidders. |
| ITB 39.3 (a) | Evaluation will be done on lot wise. |
| ITB 39.3 (e) | The adjustments shall be determined using the following criteria from amongst those set out in Section III, Evaluation and Qualification Criteria: <i>[refer to Schedule III, Evaluation and Qualification Criteria; insert complementary details if necessary]</i> |

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| | <p>(a) Deviation in Delivery schedule: [<i>No</i>]</p> <p>(b) Deviation in payment schedule: [<i>No</i>]</p> <p>(c) The cost of major replacement components, mandatory spare parts, and service: [<i>NA</i>]</p> <p>(d) The availability in Bhutan of spare parts and after-sales services for the equipment offered in the Bid [<i>N/A</i>]</p> <p>(e) The projected operating and maintenance costs during the life of the equipment [<i>N/A</i>]</p> <p>(f) The performance and productivity of the equipment offered: [<i>Yes</i>] the supplier must ensure that the equipment supplied are of best quality and high precision.</p> |
| ITB 39.6 | Bidders shall be allowed to quote separate prices for one or more items. [refer to Section III, Evaluation and Qualification Criteria for the evaluation methodology, if appropriate] |
| F. Award of Contract | |
| ITB 44.1 | <p>The maximum percentage by which quantities may be increased is <u><i>Nil</i></u> %</p> <p>The maximum percentage by which quantities may be decreased is <u>[<i>Nil</i>]</u> %</p> |

Bidder Information Form

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

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

Bid No.: *[insert number of bidding process]*

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| 1. Bidder's Legal Name <i>[_____]</i> |
| 2. In the case of a Joint Venture, Consortium or Association (JV/C/A) legal name of each party: <i>[_____]</i> |
| 3. Bidder's actual or intended Country of Registration: <i>[_____]</i> |
| 4. Bidder's Year of Registration: <i>[insert Bidder's year of registration]</i> |
| 5. Bidder's Legal Address in Country of Registration: <i>[_____]</i> |
| 6. Bidder's Authorized Representative Information Name: <i>[_____]</i> Address: <i>[_____]</i> Telephone/Fax numbers: <i>[_____]</i> E-mail Address: <i>[_____]</i> |
| 7. Attached are copies of the following original documents: <i>[check the box(es) of the attached original documents]</i> <input type="checkbox"/> Articles of Incorporation or Registration of firm named in 1 above, in accordance with ITB Sub-Clause 3.1. <input type="checkbox"/> In the case of a JV/C/A, letter of intent to form the JV/C/A, or the JV/C/A agreement, in accordance with ITB Sub-Clause 22.1 (c) (v). <input type="checkbox"/> In the case of a government owned entity from Bhutan, documents establishing legal and financial autonomy and compliance with commercial law, in accordance with ITB Sub-Clause 3.3. <input type="checkbox"/> Power of attorney authorizing the signatory of the Bid to sign on behalf of the Bidder. |

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

[The Bidder shall fill in this Form in accordance with the instructions indicated below].

Date: [_____]

Bid No.: [_____]

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

Bid Submission Sheet

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

Date: [.....]

Invitation for Bid No.: [.....]

Alternative No.: [.....]

To: [.....]

[.....]

We, the undersigned, declare that:

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

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

[.....]

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

[.....];

- (e) Our Bid shall be valid for a period of [.....] days from the date fixed for the Bid submission deadline in accordance with ITB Sub-Clause 27.1, and it shall remain binding upon us and may be accepted at any time before expiry of that period;
- (f) If our Bid is accepted, we commit to provide a Performance Security in accordance with ITB Clause 47 and GCC Clause 19 for the due performance of the Contract;
- (g) We are not participating, as Bidders, in more than one Bid in this bidding process, other than any alternative offers submitted in accordance with ITB Clause 15;

- (h) We, including any subcontractors or suppliers for any part of the Contract, have nationality from eligible countries, viz:
[_____]
- (i) We have no conflict of interest pursuant to ITB Sub-Clause 3.2;
- (j) Our firm, its affiliates or subsidiaries - including any subcontractors or suppliers for any part of the contract - has not been declared ineligible by the Purchaser under the laws or official regulations of Bhutan, in accordance with ITB Sub-Clause 3.4;
- (k) The following commissions, gratuities or fees have been paid or are to be paid with respect to the bidding process or execution of the Contract:
[_____]

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

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

- (l) We understand that this Bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed.
- (m) We understand that you are not bound to accept the lowest evaluated Bid or any other Bid that you may receive.

Signed: [_____]

In the capacity of [_____]

Name: _____]

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

_____]

Dated on _____ day of _____, _____]

Price Schedule Forms

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

| Sl. no | Description | Specification | Qty | Rate (Nu) | Remarks |
|--------|------------------------------------|---|--------------|-----------|---------|
| 1 | Supply & Installation of 2 ton AC. | Split type, Hot & Cold with inverter system | 1no | | |
| | | | TOTAL | | |

Note

The rate should be included all the materials/ labour charges required during the installation.

In words (.....
.....)

Price and Completion Schedule - Related Services

| Currencies in accordance with ITB Clause 18 | | | | | | Date: _____ |
|--|---|---|---|--|-------------------------------------|--|
| | | | | | | IFB No: _____ |
| | | | | | | Alternative No: _____ |
| | | | | | | Page No: _____ of _____ |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 |
| Service N° | Description of Services (excludes inland transportation and other services required in Bhutan to convey the Goods to their final destination) | Country of Origin | Delivery Date at place of Final destination | Quantity and physical unit | Unit price | Total Price per Service (Col. 5*6 or estimate) |
| <i>[insert number of the Service]</i> | <i>[insert name of Services]</i> | <i>[insert country of origin of the Services]</i> | <i>[insert delivery date at place of final destination per Service]</i> | <i>[insert number of units to be supplied and name of the physical unit]</i> | <i>[insert unit price per item]</i> | <i>[insert total price per item]</i> |
| 1 | Supply of AC | | 15 - 20 days BSB, T/Phu. | Qty mentioned in price schedule | | |
| | | | | | Total Bid Price | |

Name of Bidder [

] Signature of Bidder [

] Date [

]

Notes for Preparing the Schedule of Supply

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

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

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

2.List of Related Services and Completion Schedule

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

| Service | Description of Service | Quantity1 | Physical Unit | Place where Services shall be performed | Final Completion Date (s) of Services |
|----------------------------|---|--|---|--|---|
| <i>[insert Service No]</i> | <i>[insert description of Related Services]</i> | <i>[insert quantity of items to be supplied]</i> | <i>[insert physical unit for the items]</i> | <i>[insert name of the Place]</i> | <i>[insert required Completion Date (s)]</i> |
| 1 | Supply of AC | As mentioned in price schedule | As mentioned in price schedule | BSB, T/Phu | 15 to 20 days from the date of issue of supply order |
| | | | | | |

3. Technical Specifications

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

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

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

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

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

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

| Item No | Name of Goods or related Services | Technical Specification and Standards |
|----------------|--|--|
| 1 | Supply of AC | As mentioned in the price schedule. |

Detailed Technical Specifications and Standards [whenever necessary].

[Insert detailed description of TS]

Section VII. General Conditions of Contract

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| 1. Definitions | <p>1.1 The following words and expressions shall have the meanings hereby assigned to them:</p> <p>(a) Award of Contract means the decision of the Purchaser to enter into a Contract with the Supplier for supply and delivery of the specified Goods, including any Related Services.</p> <p>(b) Bid means an offer to supply Goods, including any Related Services, made in accordance with the terms and conditions set out in the Bidding Documents that preceded the placement of the Contract of which these GCC form a part. The term “tender” is synonymous with the term “Bid”.</p> <p>(c) Bidder means an eligible individual or legal entity that participated in the bidding process governed by the Bidding Documents that preceded the placement of the Contract of which these GCC form a part.</p> <p>(d) Bidding Documents means the set of Bidding Documents that preceded the placement of the Contract of which these GCC form a part, which were sold or issued by the Purchaser to potential Bidders, and in which the specifications, terms and conditions of the proposed procurement were prescribed.</p> <p>(e) Contract Documents means the documents listed in the Contract Agreement, including any amendments thereto.</p> <p>(f) Contract Price means the price payable to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions therefrom as may be made pursuant to the Contract.</p> <p>(g) Day means calendar day.</p> <p>(h) Delivery means the transfer of the Goods from the Supplier to the Purchaser in accordance with the terms and conditions set forth in the Contract Documents.</p> <p>(i) GCC means the General Conditions of Contract.</p> <p>(j) Goods means all of the commodities, raw materials, machinery and equipment, and/or other materials, including any object in solid, liquid or gaseous form that has an economic utility or value and which can be exchanged or traded, that the Supplier is required to supply to the Purchaser under the Contract.</p> |
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| | <p>(k) The Project Site, where applicable, means the place named in the SCC.</p> <p>(l) Purchaser means the entity purchasing the Goods and Related Services, as specified in the SCC.</p> <p>(m) Related Services means the services incidental to the supply of the Goods, such as insurance, installation, training and initial maintenance and other obligations of the Supplier under the Contract</p> <p>(n) SCC means the Special Conditions of Contract.</p> <p>(o) Subcontractor means any natural person, private or government entity, or a combination thereof, including its legal successors and permitted assigns, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.</p> <p>(p) Supplier means the natural person, private or government entity, or a combination of the above, whose Bid to perform the Contract has been accepted by the Purchaser and is named as such in the Agreement, and includes the legal successors or permitted assigns of the Supplier.</p> |
| <p>2. Contract Documents</p> | <p>2.1 Subject to the order of precedence set forth in the Contract Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary and mutually explanatory. The Contract Agreement shall be read as a whole.</p> |
| <p>3. Fraud and Corruption</p> | <p>3.1 If the Purchaser determines that the Supplier has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for or in executing the Contract then the Purchaser may, after giving fourteen (14) days notice to the Supplier, terminate the Supplier's employment under the Contract and cancel the Contract, and the provisions of GCC Clause 36 shall apply as if such termination has been made under GCC Sub-Clause 36.1.</p> <p>3.2 Should any employee of the Supplier be determined to have engaged in corrupt, fraudulent, collusive, coercive or obstructive practice during the purchase of the Goods, then that employee shall be removed.</p> |

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| | <p>3.3 For the purposes of this Sub-Clause:</p> <ul style="list-style-type: none"> (a) “corrupt practice”¹ is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value² to influence improperly the actions of another party; (b) “fraudulent practice”³ is any intentional act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation; (c) “collusive practice”⁴ is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party; (d) “coercive practice”⁵ is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party; (e) “obstructive practice” is <ul style="list-style-type: none"> (i) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order materially to impede any investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or (ii) acts intended materially to impede the exercise of the inspection and audit rights of the Purchaser and/or any other relevant RGoB agency provided for under GCC Clause 11. <p>3.4 Any communications between the Supplier and the Purchaser related to matters of alleged fraud or corruption must be made in writing.</p> |
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¹ “another party” refers to a public official acting in relation to the procurement process or contract execution. In this context, “public official” includes staff and employees of other organizations (including any institutions providing finance for the Goods) taking or reviewing procurement decisions.

² “anything of value” includes, but is not limited to, any gift, loan, fee, commission, valuable security or other asset or interest in an asset; any office, employment or contract; any payment, discharge or liquidation of any loan, obligation or other liability whatsoever, whether in whole or in part; any other services, favour or advantage, including protection from any penalty or disability incurred or apprehended or from any action or proceeding of a disciplinary or penal nature, whether or not already instituted and including the exercise or the forbearance from the exercise of any right or any official power or duty.

³ a “party” refers to a public official; the terms “benefit” and “obligation” relate to the procurement process or contract execution; and the “act or omission” is intended to influence the procurement process or contract execution.

⁴ “parties” refers to participants in the procurement process (including public officials) and an “improper purpose” includes attempting to establish bid prices at artificial, non competitive levels.

⁵ a “party” refers to a participant in the procurement process or contract execution.

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| 4 Language | <p>4.1 The Contract, as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Purchaser, shall be written in the language specified in the SCC. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the SCC, in which case, for purposes of interpretation of the Contract, the translation shall govern.</p> <p>4.2 The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation, for documents provided by the Supplier.</p> |
| 5 Joint Venture, Consortium or Association | <p>6.1 If the Supplier is a joint venture, consortium or association, all of the parties shall be jointly and severally liable to the Purchaser for the fulfillment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the joint venture, consortium or association. The composition or the constitution of the joint venture, consortium or association shall not be altered without the prior consent of the Purchaser.</p> |
| 6 Eligibility | <p>7.1 The Supplier and its Subcontractors shall have the nationality of an eligible country. A Supplier or Subcontractor shall be deemed to have the nationality of a country if it is a citizen or constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of that country.</p> <p>7.2 All Goods and Related Services to be supplied under the Contract shall have their origin in Eligible Countries. For the purpose of this Clause, origin means the country where the Goods have been grown, mined, cultivated, produced, manufactured or processed; or through manufacture, processing or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.</p> |
| 7 Notices | <p>7.1 Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the SCC. The term “in writing” means communicated in written form, including electronic communication, with proof of receipt.</p> <p>7.2 A notice shall be effective when delivered or on the notice’s effective date, whichever is later.</p> |
| 8 Governing Law | <p>9.1 The Contract shall be governed by and interpreted in</p> |

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| | accordance with the laws of Bhutan. |
| 9 Settlement of Disputes | <p>9.1 The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.</p> <p>9.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute. No arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract. Arbitration proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.</p> <p>9.3 Notwithstanding any reference to arbitration herein,</p> <p>(a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and</p> <p>(b) the Purchaser shall pay the Supplier any monies due the Supplier.</p> |
| 10 Inspections and Audit | <p>11.1 The Supplier shall permit the Purchaser and/or persons appointed by the Purchaser to inspect the Supplier's offices and/or the accounts and records of the Supplier and its Subcontractors relating to the performance of the Contract, and to have such accounts and records audited by auditors appointed by the Purchaser if so required by the Purchaser. The Supplier's attention is drawn to GCC Clause 3, which provides, inter alia, that acts intended materially to impede the exercise of the inspection and audit rights provided for under this GCC Sub-Clause 11.1 constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility under ITB Sub-Clause 2.1 (c) of the Instructions to Bidders that preceded the placement of the Contract of which these GCC form a part).</p> |
| 11 Scope of Supplies | <p>11.1 The Goods and Related Services to be supplied shall be as specified in the Schedule of Supply.</p> <p>11.2 Unless otherwise stipulated in the Contract, the Supply shall include all such items not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining Delivery of the</p> |

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| | Goods and Completion of the Related Services as if such items were expressly mentioned in the Contract. |
| 12 Delivery and Documents | 13.1 Subject to GCC Sub-Clause 34.1, the delivery of the Goods and completion of the Related Services shall be in accordance with the delivery and completion requirements specified in the Schedule of Supply. The details of shipping and other documents to be furnished by the Supplier are specified in the SCC. |
| 13 Supplier's Responsibilities | 14.1 The Supplier shall supply all the Goods and Related Services included in the Scope of Supplies in accordance with GCC Clause 12, and the delivery and completion requirements as per GCC Clause 13. |
| 14 Purchaser's Responsibilities | 14.1 Whenever the supply of Goods and Related Services requires that the Supplier obtain permits, approvals and/or import and other licenses or similar permissions from Bhutanese public authorities, the Purchaser shall, if so required by the Supplier, use its best efforts to assist the Supplier in complying with such requirements in a timely and expeditious manner, but without incurring any costs. |
| 15 Contract Price | 15.1 The Contract Price shall be as specified in the Contract Agreement subject to any additions and adjustments thereto or deductions there from as may be made pursuant to the Contract. 15.2 Prices charged by the Supplier for the Goods supplied and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in its Bid, with the exception of any price adjustments authorized in the SCC. |
| 16 Terms of Payment | 17.1 The Contract Price, including any Advance Payments, if applicable, shall be paid as specified in the SCC. 17.2 The Supplier's request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed, and by the documents submitted pursuant to GCC Clause 13 and upon fulfillment of all the obligations stipulated in the Contract. 17.3 Payments shall be made promptly by the Purchaser, no later than thirty (30) days after the submission of verified invoice or request for payment by the Supplier, and the Purchaser has accepted it. 17.4 The currencies in which payments shall be made to the Supplier under this Contract shall be those in which the |

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| | <p>Bid Price is expressed.</p> <p>17.5 In the event that the Purchaser fails to pay the Supplier any payment by its due date or within the period set forth in the SCC, the Purchaser shall pay to the Supplier interest on the amount of such delayed payment at the rate shown in the SCC, for the period of delay until payment has been made in full, whether before or after judgment or arbitration award.</p> |
| 18 Taxes and Duties | <p>18.1 For Goods manufactured outside Bhutan the Supplier shall bear and pay all applicable taxes, stamp duties, license fees and other similar levies imposed outside Bhutan.</p> <p>18.2 For Goods manufactured within Bhutan the Supplier shall bear and promptly pay all applicable taxes, duties, license fees and other similar levies incurred until delivery of the contracted Goods to the Purchaser.</p> <p>18.3 If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in Bhutan the Purchaser shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.</p> |
| 19 Performance Security | <p>19.1 The Supplier shall, within fifteen (15) working days of the notification of contract award, provide a Performance Security for the due performance of the Contract in the amount and currency specified in the SCC.</p> <p>19.2 The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.</p> <p>19.3 The Performance Security shall be denominated in the currency(ies) of the Contract, or in a freely convertible currency acceptable to the Purchaser, shall be valid until the successful completion of the Supplier's performance obligations under the Contract, including any warranty obligations, and shall be in one of the forms stipulated by the Purchaser in the SCC.</p> <p>19.4 The Performance Security shall be discharged by the Purchaser and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in the SCC,.</p> |
| 20 Copyright | <p>20.1 The copyright in all drawings, documents and other materials containing data and information furnished to the Purchaser by the Supplier shall remain vested in the</p> |

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| | <p>Supplier, or, if they are furnished to the Purchaser directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party.</p> |
| <p>21 Confidential Information</p> | <p>21.1 The Purchaser and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Subcontractor(s) such documents, data and other information as it receives from the Purchaser to the extent required for the Subcontractor(s) to perform its/their work under the Contract, in which event the Supplier shall obtain from such Subcontractor(s) an undertaking of confidentiality similar to that imposed on the Supplier under GCC Clause 21.</p> <p>21.2 The Purchaser shall not use such documents, data and other information received from the Supplier for any purposes unrelated to the Contract. Similarly, the Supplier shall not use such documents, data and other information received from the Purchaser for any purpose other than the design, procurement or other work and services required for the performance of the Contract.</p> <p>21.3 The obligation of a party under GCC Sub-Clauses 21.1 and 21.2 above, however, shall not apply to information that:</p> <ul style="list-style-type: none"> (a) the Purchaser or Supplier needs to share with the RGoB or other institutions participating in the financing of the Contract; (b) now or hereafter enters the public domain through no fault of that party; (c) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or (d) Otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality. <p>21.4 The above provisions of GCC Clause 21 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.</p> |

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| | <p>21.5 The provisions of GCC Clause 21 shall survive completion or termination, for whatever reason, of the Contract.</p> |
| <p>22 Specifications and Standards</p> | <p>23.1 Technical Specifications and Drawings:</p> <p>(a) The Goods and Related Services supplied under this Contract shall conform to the technical specifications and standards stipulated in Section VI, Schedule of Supply and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the Goods' country of origin.</p> <p>(b) The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser.</p> <p>(c) Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the editions or the revised versions of such codes and standards shall be those specified in the Schedule of Supply. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with GCC Clause 34.</p> |
| <p>23 Packing and Documents</p> | <p>24.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case sizes and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.</p> <p>24.2 The packing, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in the SCC, and in any other instructions ordered by the Purchaser.</p> |
| <p>24 Insurance</p> | <p>25.1 Unless otherwise specified in the SCC the Goods</p> |

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| | <p>supplied under the Contract shall be fully insured, in a freely convertible currency from an eligible country, against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery, in accordance with the applicable Incoterms or in the manner specified in the SCC.</p> |
| 25 Transportation | <p>26.1 Unless otherwise specified in the SCC, responsibility for arranging transportation of the Goods shall be in accordance with the specified Incoterms.</p> |
| 27 Inspections and Tests | <p>27.1 At its own expense and at no cost to the Purchaser the Supplier shall carry out all such tests and/or inspections of the Goods and Related Services as are specified in the SCC.</p> <p>27.2 The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the Goods' final destination, or in another place in Bhutan as specified in the SCC. Subject to GCC Sub-Clause 27.3, if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.</p> <p>27.3 The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC Sub-Clause 27.2, provided that the Purchaser bears all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all travelling and board and lodging expenses.</p> <p>27.4 Whenever the Supplier is ready to carry out any such test and inspection, it shall give reasonable advance notice, including the place and time, to the Purchaser. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Purchaser or its designated representative to attend the test and/or inspection.</p> <p>27.5 The Purchaser may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications, codes and standards under the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impedes the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion</p> |

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| | <p>Dates and the other obligations so affected.</p> <p>27.6 The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.</p> <p>27.7 The Purchaser may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Purchaser, and shall repeat the test and/or inspection, at no cost to the Purchaser, upon giving a notice pursuant to GCC Sub-Clause 27.4.</p> <p>27.8 The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Purchaser or its representative, nor the issue of any report pursuant to GCC Sub-Clause 27.6, shall release the Supplier from any warranties or other obligations under the Contract.</p> |
| <p>28 Liquidated Damages</p> | <p>28.1 Except as provided for under GCC Clause 33, if the Supplier fails to deliver any or all of the Goods by the date(s) of delivery or fails to perform the Related Services within the period specified in the Contract, the Purchaser may, without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the SCC of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in those SCC. Once the maximum is reached, the Purchaser may terminate the Contract pursuant to GCC Clause 36.</p> |
| <p>29 Warranty</p> | <p>29.1 The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.</p> <p>29.2 Subject to GCC Sub-Clause 23.1 (b), the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials and workmanship, under normal use in the conditions prevailing in Bhutan.</p> <p>29.3 Unless otherwise specified in the SCC, the warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the SCC, or for eighteen (18) months after the date of shipment from the port or place of loading in the country</p> |

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| | <p>of origin, whichever period concludes earlier.</p> <p>29.4 The Purchaser shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects.</p> <p>29.6 Upon receipt of such notice, the Supplier shall, within the period specified in the SCC, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser.</p> <p>29.7 If, having been notified, the Supplier fails to remedy the defect within the period specified in the SCC, the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.</p> |
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| Section VIII. Special Conditions of Contract | |
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| <p>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. <i>[The Purchaser shall select and insert the appropriate wording using the sample below or other acceptable wording and delete the text in italics.]</i></p> | |
| 1.1 (k) | The Project Site(s)/Final Destination(s) is/are; Bhutan Standards Bureau, Below Hotel River View, Thimphu. |
| 1.1 (l) | The Purchaser is: Bhutan Standards Bureau, Thimphu |
| GCC 4.2 (a) | The meaning of the trade terms shall be as prescribed by Inco-terms. If the meaning of any trade term and the rights and obligations of the parties there under shall not be as prescribed by Inco-terms, they shall be as prescribed by: <i>[exceptional; refer to other internationally accepted trade terms]</i> |
| GCC 4.2 (b) | The version of Inco-terms shall be: Delivered Duty Paid (DDP) |
| GCC 5.1 | The language shall be: [English] |
| GCC 8.1 | <p>For <u>notices</u>, the addresses shall be:</p> <p>For the Purchaser:</p> <p>Attention: <u>[Director General]</u></p> <p>Address: <u>[Bhutan Standards Bureau, Below Hotel River View, Thimphu, Bhutan]</u></p> <p>Telephone: <u>[00975-2-325104/328298. Ext. No. 103]</u></p> <p>Facsimile number: <u>[00975-2-323712]</u></p> <p>E-mail address: <u>[yjamtsho@bsb.gov.bt]</u></p> |
| GCC 9 | The governing law shall be <u>the law of the Kingdom of Bhutan.</u> |
| GCC 10.2 | <p>The rules of procedure for arbitration proceedings pursuant to GCC Sub-Clause 10.2 shall be as follows:</p> <p><i>[The Bidding Documents should contain one clause to be retained in the event of a Contract with a foreign Supplier and one clause to be retained in the event of a Contract with a Bhutanese Supplier. At the time of finalizing the Contract, the respective applicable clause should be retained in the Contract. The following explanatory note should therefore be inserted as a header to GCC Sub-Clause 10.2 in the Bidding Documents.</i></p> <p><i>“Clause 10.2 (a) shall be retained in the case of a Contract with a foreign Supplier and Clause 10.2 (b) shall be retained in the case of a Contract with a Bhutanese</i></p> |

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| | <i>Supplier.”]</i> |
| | <p>(b) Contract with a Bhutanese Supplier:</p> <p>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.</p> |
| GCC 13.1 | This clause is not applicable for his procurement. |
| GCC 16.2 | The prices charged for the Goods supplied and the related Services performed shall not be adjustable. |
| GCC 17.1 | <p>Sample provision (not applicable)</p> <p>GCC 17.1—The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:</p> <p>Payment for Goods supplied from abroad:</p> <p>Payment of the foreign currency portion shall be made in (Not applicable)</p> <p>(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 Not applicable</p> |
| | <p>(iii) On Acceptance: 100% of the ordered 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.</p> <p>Payment of the local currency portion shall be made in Bhutanese Ngultrum (BTN) within thirty (30) days of presentation of a claim supported by a certificate from the Purchaser declaring that the Goods have been delivered and that all other contracted Services have been performed.</p> <p>Payment for Goods and Services supplied from within Bhutan:</p> <p>Payment for Goods and Services supplied from within Bhutan shall be made in Ngultrum, as follows:</p> <p>(i) Advance Payment: Ten percent (10%) of the Contract Price shall be paid within thirty (30) days of signing of the Contract against a simple receipt</p> <p>(iii) On Acceptance: 100% of the ordered Price shall be paid to the Supplier within thirty (30) days after the date of the acceptance certificate for the respective delivery issued by the Purchaser.</p> |
| GCC 17.5 | The payment delay period after which the Purchaser shall pay interest to the supplier shall be 30 (thirty) days from the date of receipt of supply or repair bills |

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| | <p>in proper shape and order.</p> <p>The interest rate that shall be applied is: Not Applicable.</p> |
| GCC 19.1 | The amount of the Performance Security shall be: 10% of the total bid value. |
| GCC 19.3 | <p>The types of acceptable Performance Securities are:</p> <ul style="list-style-type: none"> (i) <u>Unconditional bank guarantee issued by a reputable financial institution acceptable to the Purchaser, in the form provided for in the Contract or in any other form acceptable to the Purchaser, or</u> (ii) Cash warrant, or (iii) Demand draft. |
| GCC 19.4 | Discharge of Performance Security shall take place: Performance security will be discharged after 30 (thirty) days upon successful completion of supply contract. |
| GCC 24.2 | The packing, marking and documentation within and outside the packages shall be: Proper packing must be done to withstand external shocks during transit. |
| GCC 25.1 | The insurance coverage shall be <u>as specified in the Inco-terms.</u> |
| GCC 26.1 | Responsibility for transportation of the Goods shall be <u>as specified in the Inco-terms.</u> |
| GCC 27.1 | The inspections and tests shall be: Visual inspection for workmanship and for performance the equipment must be fully commissioned and certified. |
| GCC 27.2 | Inspections and tests shall be conducted at: Respective Laboratory after calibration. |
| GCC 28.1 | The liquidated damages shall be: <i>[0.1]</i> % per day of delay. |
| GCC 28.1 | The maximum amount of liquidated damages shall be: <u>maximum of 10% (ten) percent of the total order value</u> |
| GCC 29.3 | <p>The period of validity of the Warranty shall be: the chemical supplied must be warranted from any defect and should be warranted to function its full shelf life.</p> <p><u>For the purposes of the Warranty the place(s) of final destination(s) shall be informed during the award.</u></p> |
| GCC 29.5 and 29.6 | The period for repair or replacement shall be: 15 days. |
