

Electronic Government Procurement (e-GP) System
Government Procurement and Property Management Division, Department of National Properties
Ministry of Finance, Royal Government of Bhutan

View

Name of SBD :	Procurement of Goods (Above Nu. 0.5 Million)
Procurement Type :	Goods
Section :	Bid Data Sheet

ITB Clause	
A. General	
ITB Clause	1. Scope of Bid and Source of Funds
	1.1 The Purchaser, as indicated in the Bid Data Sheet (BDS), issues these e-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
	The Purchaser is: <i>[insert complete name of the Purchaser]</i> The name, identification number and number of lots within this procurement are: <i>[insert name, identification number and number of lots]</i>
ITB Clause	3. Eligible Bidders
	3.1. A Bidder, and all parties constituting the Bidder, may have the nationality of any country, subject to the restrictions specified in Section V, Eligible Countries. A Bidder shall be deemed to have the nationality of a country if the Bidder is a citizen or is constituted, incorporated, or registered and operates in conformity with the provisions of the laws of that country. This criterion shall also apply to the determination of the nationality of proposed subcontractors or suppliers for any part of the Contract including Related Services.
	Category of trade License eligible for this bidding process is: <i>[insert specific category of trade license as per MoEA trade license category]</i>
ITB Clause	5. Eligible Goods and Related Services
	5.1. All the Goods and Related Services to be supplied under the Contract may have their origin in any country in accordance with Section V, Eligible Countries and if so required shall comply with requirements specified in the BDS .
	All goods and related services to be supplied under the contract shall comply with..... <i>[If any specify requirements to comply with laws related to environment and others as case may be .For e.g. ozone depleting substances prohibition].</i>
B. Contents of Bidding Documents	
ITB Clause	8. Clarification of e-Bidding Documents

	8.2. A prospective Bidder requiring any clarification of the Bidding Documents shall notify the same to the Purchaser through e-GP;
	Allowed to post clarification till <i>[insert date and time]</i>
	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. Pre-bid meeting will be held online on the date and time as specified in the BDS. Clarifications to the queries of the Bidder will be made online, and also responses will be shared through dashboard of the Bidder, who has acquired the Bid Documents. The discussion of the online pre-bid meeting including the text of the questions raised (without identifying the source of inquiry) and the responses given will be transmitted through the e-GP without delay to all participating bidders.
	A Pre- Bid meeting shall not be held. OR The Pre- Bid meeting shall be held through e-GP System. Pre- Tender meeting <i>[Date & Time]</i>
D. Preparation of Bids	
ITB Clause	13. Language of Bid
	13.1. The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Purchaser, shall be written in the language specified in the BDS. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the BDS, in which case, for the purposes of interpretation of the Bid, such translation shall govern.
	The language of the Bid is: <i>[insert language]</i>
ITB Clause	14. Documents Comprising the Bid
	14.1. The Bid shall comprise the following: <ul style="list-style-type: none"> (a) Bid Submission Sheet and the applicable Price Schedules in accordance with ITB Clauses 15, 16, 18 and 20; (b) Bid Security, in accordance with ITB Clause 26; (c) Written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB Clause 27; (d) Documentary evidence in accordance with ITB Clause 21 establishing the Bidder's eligibility to bid;

	<p>(e) Documentary evidence in accordance with ITB Clause 22 that the Goods and Related Services to be supplied by the Bidder are of eligible origin;</p> <p>(f) Documentary evidence in accordance with ITB Clauses 23 and 35 that the Goods and Related Services conform to the Bidding Documents;</p> <p>(g) Documentary evidence in accordance with ITB Clause 24 establishing the Bidder's qualifications to perform the contract if its Bid is accepted;</p> <p>(h) Alternative Bids, if permissible, in accordance with ITB Clause 17;</p> <p>(i) Documentary evidence or certified statements that the Bidder is not in any of the exclusion categories stipulated in ITB Sub- Clause 4.1;</p> <p>(j) Integrity Pact Statement, in accordance with ITB Sub-Clause 2.1 (e) as specified in BDS; and</p> <p>(k) Any other document required in the BDS.</p>
	<p>(j) The bidders shall execute and agree Integrity Pact.</p> <p>(k) The Bidder shall submit with its Bid the following additional documents: <i>[insert list of documents, if any; if there are none, insert "none"]</i></p>
ITB Clause	17. Alternative Bids
	17.1. Unless otherwise indicated in the BDS alternative Bids shall not be considered.
	<p>Alternative Bids <i>[insert "shall be" or "shall not be"]</i> permitted.</p> <p><i>[If alternatives shall be considered, insert:</i></p> <p><i>"A Bidder may submit an alternative Bid only with a Bid for the Goods as specified in Section VI, Schedule of Supply, 3, Technical Specifications (the "base case"). The Purchaser shall only consider the alternative Bid(s) offered by the Bidder whose Bid for the base case was determined to be the lowest-evaluated Bid."</i></p> <p>or</p> <p><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 41."]</i></p>
ITB Clause	18. Bid Prices and Discounts
	18.5. The terms EXW, CIF, CIP and other similar terms shall be governed by the rules prescribed in the current edition of Incoterms, published by the International Chamber of Commerce as specified in the BDS.

	The Incoterms edition is: <i>[insert year of current edition]</i>
	<p>18.6. Unless otherwise stated in the BDS, Prices shall be quoted inclusive of all applicable taxes and levies, insurance, transportation, handling costs and any other associated cost to 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:</p> <ul style="list-style-type: none"> a. For goods manufactured in Bhutan: <ul style="list-style-type: none"> 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 Goods manufactured outside the Purchaser's Country, to be imported: <ul style="list-style-type: none"> i. the price of the Goods, quoted CIP named place of destination, in the Purchaser's Country, as specified in the BDS; ii. 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 (Project Site) specified in the BDS; c. For Goods manufactured outside the Purchaser's Country, already imported: <ul style="list-style-type: none"> i. the price of the Goods, including the original import value of the Goods; plus any mark-up (or rebate); plus any other related local cost, and custom duties and other import taxes already paid or to be paid on the Goods already imported; ii. the custom duties and other import taxes already paid (need to be supported with documentary evidence) or to be paid on the Goods already imported; iii. the price of the Goods, obtained as the difference between (i) and (ii) above; iv. any Purchaser's Country sales and other taxes which will be payable on the Goods if the Contract is awarded to the Bidder; and v. 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 (Project Site) specified in the BDS. d. 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, the price of each item comprising the Related Services (inclusive of any applicable taxes).
	<p>(a)(iii), (b) (ii) and (c) (v) The final destination (Project Site) is: <i>[insert name of the location where the Goods are to be used]</i>.</p> <p>(b) (i) and (c)(v) Place of destination: <i>[insert named place of destination as per Incoterm used]</i></p>

ITB Clause	19. Price Variation
	19.1. Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account, unless otherwise specified in the BDS. A Bid submitted with an adjustable price quotation shall be treated as non-responsive and shall be rejected pursuant to ITB Clause 35 unless adjustable price quotations are permitted by the BDS. If, in accordance with the BDS, prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract, a Bid submitted with a fixed price quotation shall not be rejected, but the price adjustment shall be treated as zero.
	The prices quoted by the Bidder <i>[insert "shall" or "shall not"]</i> be adjustable. If prices shall be adjustable, the methodology is specified in Section III, Evaluation and Qualification Criteria.
ITB Clause	20. Currencies of Bid
	20.1. The unit rates and prices shall be quoted by the Bidder entirely in Ngultrum (Nu). Foreign currency requirements shall be indicated and shall be payable at the option of the Bidder in up to three foreign currencies. In case of International procurement, bidders may express the unit rates and prices in fully convertible currency. If the bidders wish to be paid in a combination of amounts in different currencies, it may quote its price accordingly up to three foreign currencies.
	The Bidder <i>[insert "is" or "is not"]</i> required to quote in Ngultrum (BTN) the portion of the Bid Price that corresponds to expenditures incurred in Ngultrum (BTN) in Bhutan.
ITB Clause	23. Documents Establishing the Conformity of the Goods and Related Services
	23.3. The Bidder shall also furnish a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods during the period specified in the BDS following commencement of the use of the Goods by the Purchaser.
	The period of time for which the Goods are expected to be functioning (for the purpose of spare parts, special tools, etc) is <i>[insert period]</i> .
ITB Clause	24. Documents Establishing the Qualifications of the Bidder
	<p>24.1. The documentary evidence of the Bidder's qualifications to perform the contract if its Bid is accepted shall establish to the Purchaser's satisfaction:</p> <p>(a) that, if required by the BDS, a Bidder that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer's Authorization using the form included in Section IV, Bidding Forms to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in Bhutan;</p> <p>(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;</p> <p>(c) that Bids submitted by a Joint Venture, Consortium or Association (JV/C/A) of two or more firms as partners comply with the following requirements:</p> <p style="padding-left: 40px;">(i) the Bid is signed so as to be legally binding on all partners;</p> <p style="padding-left: 40px;">(ii) all partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms;</p>

	<p>(iii) one of the partners is nominated as being in charge, authorized to incur liabilities, and to receive instructions for and on behalf of any and all partners of the JV/C/A;</p> <p>(iv) the execution of the entire Contract, including payment, shall be done exclusively with the partner in charge; and</p> <p>(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.</p> <p>(d) that the Bidder meets each of the qualification criteria specified in Section III, Evaluation and Qualification Criteria.</p>
	<p>(a) Manufacturer's authorization <i>[insert "is" or "is not"]</i> required.</p> <p>(b) After sales maintenance, repair, spare parts stocking and related services <i>[insert "are" or "are not"]</i> required, and the Bidder therefore <i>[insert "is" or "is not"]</i> required to be represented by a suitably equipped and able agent in Bhutan.</p>
ITB Clause	25. Period of Validity of Bids
	25.1. Bids shall remain valid for the period specified in the BDS from the Bid submission deadline prescribed by the Purchaser. A Bid valid for a shorter period shall be rejected by the Purchaser as non- responsive.
	The Bid validity period shall be <i>[insert number]</i> days.
ITB Clause	26. Bid Security
	26.1. The Bidder shall furnish, as part of its Bid, a Bid Security in original form, denominated in Ngultrum or a freely convertible currency and in the amount specified in the BDS.
	The amount and currency of the Bid Security is <i>[insert amount and currency]</i> .
E. Submission and Opening of Bids	
ITB Clause	28. Bid Submission
	28.1. Bidder shall submit complete Bid through e-GP prior to the deadline for submission. Bidder will be notified of the submission of the Bid.
	The deadline for submission of bid is: <i>[insert time, and identify am/pm][insert date]</i> .
F. Evaluation and Comparison of Bids	
ITB Clause	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.
	<p>Bid prices expressed in different currencies shall be converted into Ngultrum (BTN).</p> <p>The source of exchange rates shall be the Royal Monetary Authority of Bhutan.</p> <p>The date for the exchange rates shall be the date of Bid Opening, as prescribed in ITB Sub-Clause 32.1.</p>
ITB Clause	40. Margin of Preference
	40.1. A margin of preference may apply to domestic goods manufactured in Bhutan as provided for in the BDS. To avail a margin of preference, the bidder shall provide a value addition certificate from the Ministry of Economic Affairs.
	A margin of ten percent (10%) Domestic Preference [shall or shall not] apply.
ITB Clause	41. Evaluation of Bids
	<p>41.3. To evaluate a Bid, the Purchaser shall consider the following:</p> <ul style="list-style-type: none"> (a) evaluation shall be done for Items or Lots, as specified in the BDS; (b) the Bid Price, as quoted in accordance with ITB Clause 18; (c) price adjustment for correction of arithmetic errors in accordance with ITB Clause 36.3; (d) price adjustment due to discounts offered in accordance with ITB Clause 18.4; (e) adjustments due to the application of the evaluation criteria specified in the BDS from amongst those set out in Section III, Evaluation and Qualification Criteria; and (f) adjustments due to the application of a margin of preference, in accordance with ITB Clause 40, if applicable.
	<p>(a) Evaluation will be done for <i>[insert Items or Lots]</i></p> <p><i>[Select one of the two sample clauses below as appropriate:</i></p> <p><i>Bids will be evaluated for each item and the Contract will comprise the item(s) awarded to the successful Bidder.</i></p> <p><i>Or</i></p> <p><i>Bids will be evaluated lot by lot. If a Price Schedule shows items listed but not priced, their prices shall be assumed to be included in the prices of other items. An item not listed in the Price Schedule shall be assumed to be not included in the Bid and, provided that the Bid is substantially responsive, the average price of the missing item(s) quoted by substantially</i></p>

	<p>responsive Bidders shall be added to the Bid price and the equivalent total cost of the Bid so determined will be used for price comparison.]</p> <p>(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></p> <p>(a) Deviation in payment schedule: <i>[insert Yes or No. If Yes insert the adjustment factor]</i></p> <p>(b) The cost of major replacement components, mandatory spare parts, and service: <i>[insert Yes or No. If Yes, insert the methodology and criteria]</i></p> <p>(c) The availability in Bhutan of spare parts and after-sales services for the equipment offered in the Bid <i>[insert Yes or No. If Yes, insert the methodology and criteria]</i></p> <p>(d) The projected operating and maintenance costs during the life of the equipment <i>[insert Yes or No. If Yes, insert the methodology and criteria]</i></p> <p>(e) The performance and productivity of the equipment offered: <i>[Insert Yes or No. If Yes, insert the methodology and criteria]</i></p> <p>(f) <i>[Insert any other specific criteria]</i></p>
	<p>41.6. If so specified in the BDS, these Bidding Documents shall allow Bidders to quote separate prices for one or more lots, and shall allow the Purchaser to award one or multiple lots to more than one Bidder. The methodology of evaluation to determine the lowest evaluated lot combinations is specified in Section III, Evaluation and Qualification Criteria.</p>
	<p>Bidders <i>[insert “shall “or “shall not”]</i> be allowed to quote separate prices for one or more lots. <i>[refer to Section III, Evaluation and Qualification Criteria for the evaluation methodology, if appropriate]</i></p>
G. Award of Contract	
ITB Clause	<p>47. Purchaser’s Right to Vary Quantities at Time of Award</p>
	<p>47.1. At the time the Contract is awarded, the Purchaser reserves the right to increase or decrease the quantity of Goods and Related Services originally specified in Section VI, Schedule of Supply, provided this does not exceed the percentages indicated in the BDS, and without any change in the unit prices or other terms and conditions of the Bid and the Bidding Documents.</p>
	<p>The maximum percentage by which quantities may be increased is <u><i>[insert number]</i></u> %</p> <p>The maximum percentage by which quantities may be decreased is <u><i>[insert number]</i></u> %</p>