

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

View ITB

Name of SBD :	Procurement of Goods (Above Nu. 0.5 Million)
Procurement Type :	Goods
Section :	Instructions to Bidders

A. General	
1. Scope of Bid and Source of Funds	<p>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</p> <p>1.2 Throughout these Bidding Documents:</p> <ul style="list-style-type: none"> (a) the term “in writing” means communication through e-GP System; (b) if the context so requires, “singular” means plural” and vice versa; (c) “day” means calendar day unless otherwise specified as working days; <p>1.3 The Employer as defined in section II, Bidding Data Sheet (BDS) has received a budget from RGoB towards the cost of the Goods defined in the BDS and intends to apply a part of the funds to cover eligible payments under this contract.</p>
2. Fraud and Corruption	<p>2.1. It is RGoB policy to require that Purchasers, Bidders, Suppliers, Contractors and their Subcontractors observe the highest standards of ethics during the procurement and execution of contracts⁸. In pursuance of this policy, the RGoB:</p> <p>(a) defines, for the purposes of this provision, the terms set forth below as follows:</p> <ul style="list-style-type: none"> (i) “Corrupt practice”⁹ is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value¹⁰ to influence improperly the actions of another party; (ii) “Fraudulent practice”¹¹ 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; (iii) “Collusive practice”¹² is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;

(iv) "Coercive practice"¹³ is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;

(v) "Obstructive practice" is

(aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order materially to impede any investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or

(bb) acts intended materially to impede the exercise of the inspection and audit rights of the Purchaser or any organization or person appointed by the Purchaser and/or any relevant RGoB agency provided for under ITB Sub-Clause 2.1 (d) below.

(b) will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the contract in question;

(c) will sanction a firm or individual, including declaring them ineligible, either indefinitely or for a stated period of time, to be awarded an RGoB-financed contract if it at any time determines that they have, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for, or inexecuting, an RGoB-financed contract;

(d) will have the right to require that a provision be included in Bidding Documents and in contracts financed by the RGoB, requiring Bidders, Suppliers, Contractors and their Subcontractors to permit the Purchaser, any organization or person appointed by the Purchaser and/or any relevant RGoB agency to inspect their accounts and records and other documents relating to their Bid submission and contract performance and to have them audited by auditors appointed by the Purchaser;

(e) requires that Bidders, as a condition of admission to eligibility, execute and attach to their bids an Integrity Pact Statement (e-LG-8) in the form provided in Section IV, Bidding Forms as specified in the BDS. Failure to provide a duly executed Integrity Pact Statement may result in disqualification of the Bid; and

(f) will report any case of corrupt, fraudulent, collusive, coercive or obstructive practice to the relevant RGoB agencies, including but not limited to

the Anti-corruption Commission (ACC) of Bhutan, for necessary action in accordance with the statutes and provisions of the relevant agency.

8. *In this context, any action taken by a Bidder, Supplier, Contractor or a Subcontractor to influence the procurement process or contract execution for undue advantage is improper.*
9. *"another party" refers to a public official acting in relation to the procurement process or contract execution. In this context, "public official" includes staff and employees of any organizations (including any institutions providing finance for the Goods) taking or reviewing procurement decisions.*
10. *"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.*
11. *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.*
12. *"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.*
13. *a "party" refers to a participant in the procurement process or contract execution.*

2.2 Furthermore, Bidders shall be aware of the provision stated in Sub-Clause 36.1 (a) (iii) of the General Conditions of Contract.

3. Eligible Bidders

3.1. A Bidder, and all parties constituting the Bidder, may have the nationality of any country, subject to the restrictions specified in Section V, Eligible Countries. A Bidder shall be deemed to have the nationality of a country if the Bidder is a citizen or is constituted, incorporated, or registered and operates in conformity with the provisions of the laws of that country. This criterion shall also apply to the determination of the nationality of proposed subcontractors or suppliers for any part of the Contract including Related Services.

3.2. A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. Bidders may be considered to have a conflict of interest with one or more parties in this bidding process if they:

- (a) are associated, or have been associated in the past, with a firm or any of its affiliates which has been engaged by the Purchaser to provide consulting services for the preparation of the design, specifications and/or other documents to be used for the procurement of the Goods to be purchased pursuant to these Bidding Documents, or
- (b) submit more than one Bid in this bidding process, except for alternative offers permitted under ITB Clause 16. However, this does not limit the participation of subcontractors in more than one Bid.
- (c) employ or otherwise engage, either directly or through any of their affiliates, a spouse, dependent or close relative of a public servant of the RGoB who either is employed by the Purchaser or has an authority over it. For the purposes of this Sub-Clause a close relative is

	<p>defined as immediate family which includes father, mother, brother, sister, spouse and own children.</p> <p>(d) they have at least one controlling partner in common;</p> <p>(e) they receive or have received any direct or indirect subsidy from either party;</p> <p>(f) they have the same authorized legal representative for purposes of this Bid;</p> <p>(g) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Employer regarding this bidding process;</p>
	<p>3.3. Government-owned enterprises in Bhutan shall be eligible only if they can establish that they (i) are legally and financially autonomous, (ii) operate under commercial law, and (iii) are not a dependent agency (directly or indirectly) of the Purchaser.</p>
	<p>3.4. A Bidder that is under a declaration of ineligibility pursuant to ITB Sub-Clause 2.1 (c) shall not be eligible to participate in this bidding process in any capacity.</p>
	<p>3.5. Bidders shall provide such evidence of their continued eligibility satisfactory to the Purchaser as the Purchaser shall reasonably request.</p>
4. Exclusion of Bidders	<p>4.1 A Bidder shall be excluded from participating in this bidding process under the following circumstances:</p> <p>(a) as a matter of law or official regulation, RGoB prohibits commercial relations with the country in which the Bidder is constituted, incorporated or registered; or</p> <p>(b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, RGoB prohibits (i) any import of Goods or contracting of Services from the country in which the Bidder is constituted, incorporated or registered or (ii) any payments to persons or entities in that country; or</p> <p>(c) he is insolvent or is in receivership or is a bankrupt or is in the process of being wound up; or has entered into an arrangement with creditors; or</p> <p>(d) his affairs are being administered by a court, judicial officer or appointed liquidator; or</p> <p>(e) he has suspended business or is in any analogous situation arising from similar procedures under the laws and regulations of his country of establishment; or</p>

	<p>(f) he has been found guilty of professional misconduct by a recognized tribunal or professional body; or</p> <p>(g) he has not fulfilled his obligations with regard to the payment of taxes, social security or other payments due in accordance with the laws of the country in which he is established or of the Kingdom of Bhutan; or</p> <p>(h) he is guilty of serious misrepresentation in supplying information in his tender; or</p> <p>(i) he has been convicted for fraud and/or corruption by a competent authority; or</p> <p>(j) he has not fulfilled any of his contractual obligations with the Purchaser in the past.</p> <p>(k) he has been debarred from participation in public procurement by any competent authority as per law.</p>
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 .
	5.2. For the purposes of this Clause, the term “Goods” includes commodities, raw material, machinery, equipment and industrial plants; and “Related Services” includes services such as insurance, installation, training, and initial maintenance.
	5.3. The term “origin” means the country where the Goods have been mined, grown, cultivated, produced, manufactured or processed; or, through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.
B. Contents of Bidding Documents	
6. Parts of e-Bidding Documents	<p>6.1 The e-Bidding Documents consist of Parts 1, 2 and 3, which include all the Sections indicated below, and should be read in conjunction with any Addenda issued in accordance with ITB Clause 9.</p> <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

	<ul style="list-style-type: none"> • 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 Information	7.1. The Invitation for Bids issued by the Purchaser is not part of the Bidding Documents.
	7.2. The Purchaser is not responsible for the completeness of the e-Bidding Documents and their addenda, if any, if these were not obtained directly from the Purchaser.
	7.3. The Bidder is expected to examine all instructions, forms, terms and specifications in the e-Bidding Documents. Failure to furnish all information or documentation required by the e-Bidding Documents may result in the rejection of the Bid.
8. Clarification of e-Bidding Documents	8.1. Bidders shall not be allowed to seek any clarification of the Bidding Documents in person or by telephone or other verbal means.
	8.2. A prospective Bidder requiring any clarification of the Bidding Documents shall notify the same to the Purchaser through e-GP;
	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. The purchaser's response shall be posted on e-GP and will be available on the dashboard of all the participating bidder but without identifying its source. Should the clarification result in change to the essential elements of the bidding documents, the purchaser shall amend the bidding document, following the procedure under ITB Clause 9 and ITB Sub-Clause 29.2; and
	8.4. A pre-bid meeting shall be conducted only if strictly necessary to clarify doubts and concerns of the Bidders prior to submission of Bids. 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.
9. Amendment of e-Bidding Documents	9.1. At any time prior to the deadline for submission of e-Bids the Purchaser may amend the e-Bidding Documents by issuing an addendum. This may be done either on the Purchaser's own initiative or in response to a clarification request from a prospective Bidder.

	9.2. Any addendum thus issued shall be binding on all bidders and shall be communicated through e-GP to all the participating bidders of the bidding documents. Prospective bidders shall acknowledge receipt of each addendum through e-GP to the purchaser;
	9.3 The Purchaser may, at its discretion, extend the deadline for submission of Bids pursuant to ITB Sub-Clause 29.2 to allow prospective Bidders reasonable time in which to take the addendum into account in preparation of their Bids.
C. Qualification Criteria	
10. Financial Capacity	10.1. The bidder shall have the minimum level of financial capacity if so specified in section IV to qualify for supply of goods and related services under the contract.
11. Experience and technical capacity	<p>11.1. The bidder shall have the following minimum level of experience to qualify for supply of goods and related services under the contract:</p> <p>(a) the minimum number of years of experience in the supply of goods and related services if so specified in section IV;</p> <p>(b) specific experience in the supply of similar goods and related services if so specified in section IV; and</p> <p>(c) Minimum production capacity or availability of the equipment if so specified in section IV.</p>
D. Preparation of Bids	
12. Cost of Bidding	12.1. The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Purchaser shall not be responsible or liable for those costs, regardless of the conduct or outcome of the Bidding process.
13. Language of Bid	13.1. The Bid, as well as all correspondence and documents relating to 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.
14. Documents Comprising the Bid	<p>14.1. The Bid shall comprise the following:</p> <p>(a) Bid Submission Sheet and the applicable Price Schedules in accordance with ITB Clauses 15, 16, 18 and 20;</p> <p>(b) Bid Security, in accordance with ITB Clause 26;</p> <p>(c) Written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB Clause 27;</p> <p>(d) Documentary evidence in accordance with ITB Clause 21 establishing the Bidder's eligibility to bid;</p>

	<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>
	14.2. In addition to the requirements under ITB 14.1, Bids submitted by a JV shall include a copy of the Joint Venture Agreement entered into by all members. Alternatively, a letter of intent to execute a Joint Venture Agreement in the event of a successful Bid shall be signed by all members and submitted with the Bid, together with a copy of the proposed Agreement.
15. Bid Submission Sheet	15.1. 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.
16. Price Schedules	16.1. 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.
17. Alternative Bids	17.1. Unless otherwise indicated in the BDS alternative Bids shall not be considered.
18. Bid Prices and Discounts	18.1. 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.

	18.2. All lots and items in the Schedule of Supply must be listed and priced separately in the Price Schedules.
	18.3. The price to be quoted in the Bid Submission Sheet shall be the total price of the Bid excluding any discounts offered.
	18.4. The Bidder shall quote any unconditional discounts and the methodology for their application in the Bid Submission Sheet.
	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.
	<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;

	<p>iii. the price of the Goods, obtained as the difference between (i) and (ii) above;</p> <p>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</p> <p>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.</p> <p>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>
	<p>18.7. If so indicated in ITB Sub-Clause 1.1, Bids are being invited for individual items, lots or packages. Unless otherwise indicated in the BDS, prices quoted shall correspond to one hundred percent (100%) of the items specified for each lot and to one hundred percent (100%) of the quantities for each item of a lot. Bidders wishing to offer any price reduction (discount) for the award of more than one Contract shall specify in their Bid the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Price reductions or discounts shall be submitted in accordance with ITB Sub-Clause 18.4, provided the Bids for all lots are submitted and opened at the same time.</p>
19. Price Variation	<p>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.</p>
20. Currencies of Bid	<p>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.</p>
	<p>20.2. 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>20.3. Bids shall be evaluated as quoted in Ngultrum (NU) in accordance with ITB Sub-Clause 20.1, unless a Bidder has used different exchange rates than those prescribed in ITB Sub-Clause 20.2, 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 20.2.</p>
	<p>20.4. Bidders shall indicate details of their expected foreign currency requirements in the Bid.</p>

	20.5. 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 20.1.
	20.6. 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 20.3 above, but the payment shall be made in the currency of bid.
21. Documents Establishing the Eligibility of the Bidder	21.1. To establish their eligibility in accordance with ITB Clause 3, Bidders shall complete the Bid Submission Sheet included in Section IV, Bidding Forms.
22. Documents Establishing the Eligibility of the Goods and Related Services	22.1. To establish the eligibility of the Goods and Related Services in accordance with ITB Clause 5, Bidders shall complete the country of origin declarations in the Price Schedule Forms included in Section IV, Bidding Forms.
23. Documents Establishing the Conformity of the Goods and Related Services	23.1. To establish the conformity of the Goods and Related Services to the Bidding Documents, the Bidder shall furnish as part of its Bid documentary evidence that the Goods conform to the technical specifications and standards specified in Section VI, Schedule of Supply.
	23.2. The documentary evidence may be in form of literature, drawings or data, and shall consist of a detailed item by item description of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to the technical specifications and, if applicable, a statement of deviations and exceptions to the provisions of the Schedule of Supply.
	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.
	23.4. Standards for workmanship, process, material and equipment, as well as references to brand names or catalogue numbers specified by the Purchaser in the Schedule of Supply, are intended to be descriptive only and not restrictive. The Bidder may offer other standards of quality, brand names and/or catalogue numbers, provided that it demonstrates to the Purchaser's satisfaction that the substitutions ensure equivalence or are superior to those specified in the Schedule of Supply.
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> <ul style="list-style-type: none"> (i) the Bid is signed so as to be legally binding on all partners; (ii) all partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms; (iii) one of the partners is nominated as being in charge, authorized to incur liabilities, and to receive instructions for and on behalf of any and all partners of the JV/C/A; (iv) the execution of the entire Contract, including payment, shall be done exclusively with the partner in charge; and (v) a copy of the JV/C/A Agreement entered into by the partners is submitted with the Bid; or a Letter of Intent to execute a JV/C/A Agreement in the event of a successful Bid is signed by all partners and submitted with the Bid, together with a copy of the proposed Agreement. <p>(d) that the Bidder meets each of the qualification criteria specified in Section III, Evaluation and Qualification Criteria.</p>
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.
	25.2. In exceptional circumstances, prior to expiry of the Bid validity period, the Purchaser may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing. The Bid Security shall also be extended for a corresponding period. A Bidder may refuse the request to extend the validity of its Bid without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its Bid, except as provided in ITB Sub-Clause 25.3
	25.3. In the case of fixed price contracts, if the award is delayed by a period exceeding sixty (60) days beyond the expiry of the initial Bid validity, the Contract price shall be adjusted as specified in the request for extension. Bid evaluation shall be based on the Bid Price without taking into consideration the above correction.
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.

26.2. The Bid Security shall:

(a) at the Bidder's option, be in any of the following forms:

(i) an Unconditional Bank Guarantee; or

(ii) a Banker's Certified Cheque/Cash Warrant; or

(iii) a Demand Draft;

(b) be prepared by a financial institution registered with e-GP in favour of the Purchaser upon such request from the Bidder. The Bid Security shall be kept in the custody of financial institution and the transaction information will be updated in e-GP.

(c) in the case of a bank guarantee, be substantially in accordance with the form of Bid Security included in Section IV, Bidding Forms, or other form approved by the Purchaser prior to Bid submission;

(d) be promptly payable upon written demand by the Purchaser in case any of the conditions listed in ITB Sub-Clause 26.6 are invoked;

(e) be submitted in its original form; copies shall not be accepted;

(f) remain valid for a period of thirty (30) days beyond the end of the validity period of the Bid, as extended, if applicable, in accordance with ITB Sub-Clause 25.2.

26.3. Any Bid not accompanied by a responsive Bid Security shall be rejected by the Purchaser as non-responsive.

26.4. The Bid Securities of unsuccessful Bidders shall be discharged/ returned as promptly as possible upon award of contract, but in any event not later than thirty (30) days after the expiration of the period of bid validity prescribed by the procuring agency and the successful Bidder furnishing the Performance Security pursuant to ITB Clause 51.

26.5. The Bid Security of the successful Bidder shall be returned as promptly as possible after the successful Bidder has signed the Contract and furnished the required Performance Security.

26.6. The Bid Security shall be forfeited:

a. if a Bidder withdraws its Bid during the period of Bid validity specified by the Bidder on the Bid Submission Sheet, except as provided in ITB Sub-Clause 25.2; or

b. if the successful Bidder fails to:

i. sign the Contract in accordance with ITB Clause 50;

ii. furnish a Performance Security in accordance with ITB Clause 51; or

	<p>iii. accept the correction of its Bid Price pursuant to ITB Sub- Clause 36.4</p> <p>In case the bid security is required to be forfeited the purchaser will instruct the concerned financial institute to facilitate the forfeiture of the bid security.</p>
	26.7. The Bid Security of a JV/C/A must be in the name of the JV/C/A that submits the Bid. If the JV/C/A has not been legally constituted at the time of bidding the Bid Security shall be in the names of all future partners as named in the letter of intent.
27. Format and Signing of Bid	27.1. Not Applicable for electronic bidding.
E. Submission and Opening of Bids	
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.
	28.2. The Bid submitted through e-GP by the Bidder is deemed for all purposes to be the true and legal version, duly authorized and duly executed by the Bidder and intended to have binding legal effect;
	28.3. The Bids submitted online will be stored in encrypted format in the electronic Tender Box
	28.4. Authorisation letter from the firm/company shall be attached with Bid submission to submit the Bid.
	28.5. Bid containing files those are corrupted or containing virus or are unreadable for any reason, will not be considered;
	28.6. In the Two-Stage Process, Bidders shall be advised to submit only the technical proposal in the first stage. In the second stage, Bidders shall be requested to submit both their technical proposals as modified and agreed with the Purchaser and the financial proposals based on the modified technical proposal simultaneously in two separate sealed envelopes.
	28.7. Not Applicable
29. Deadline for Submission of Bids	29.1. Bids shall be submitted through e-GP not later than Date and Time specified in the notice and bid data sheet.
	29.2. Submission of large electronic file may take time and as such the bidder shall ensure sufficient time to fully transmit all the files prior to the closing time.
30. Late Bids	30.1. e-GP shall not allow late submission of bids.
31. Withdrawal, Substitution and Modification of Bids	31.1. A Bidder shall be allowed to substitute/modify/withdraw its submitted bid before bid submission deadline.
	31.2. Each bidders withdrawal, substitution or modification notice shall be recorded in e-GP and will appear in Bid Opening Report.

	31.3. No Bid may be withdrawn, substituted or modified after the deadline for submission of Bids.
	31.4. Withdrawal of a bid between the deadline for submission of bids and expiration of the period of bid validity specified in the BDS or as extended pursuant to Clause 25.1, may result in the forfeiture of the Bid Security pursuant to Clause 26.6. If the lowest or the lowest evaluated bidder withdraws his bid between the periods specified in this clause, the bid security of the bidder shall be forfeited and in addition, the bidder shall pay to the employer the positive difference of sum, if any, with the next lowest bidder within fourteen (14) days of his withdrawal. If the bidder fails to pay the difference within the said date, the bidder shall be debarred by a competent authority as per law. In the case of framework contracts, the bid security shall be forfeited and the supply of the particular item will be re-tendered.
32. Bid Opening	32.1. e-GP shall allow the Tender Opening Committee (TOC) to open the bids, including modifications made pursuant to ITB clause 28, only after the bid submission deadline as specified in the Tender Notice.
	32.2. The TOC shall open the bid within two (2) hours after bid submission deadline.
	32.3. Not Applicable.
	32.4. Not Applicable.
	<p>32.5. The Bid Opening Reports (BORs) will be generated by the e-GP. The BOR shall include, as a minimum.</p> <ul style="list-style-type: none"> (a) the Contract title and reference number; (b) the Bid number; (c) the Bid deadline date and time; (d) the date and time of Bid Opening; (e) Bid prices, per lot if applicable, offered by the Bidders, including any discounts and alternative offers; (f) the presence or absence of Bid Security and, if present, its amount; (g) the name and nationality of each Bidder, and whether there is a withdrawal, substitution or modification; and (h) the names, designations and signatures of the members of the Bid Opening Committee.

	32.6. After the bid opening, BOR will be available in the dashboard of the bidders.
F. Evaluation and Comparison of Bids	
33. Confidentiality	33.1. Information relating to the examination, evaluation, comparison and qualification of Bids, and recommendation of Contract Award, shall not be disclosed to Bidders or any other persons not officially concerned with such process until publication of the Contract Award.
	33.2. Any effort by a Bidder to influence the Purchaser in the examination, evaluation, comparison and qualification of the Bids or Contract Award decisions may result in the rejection of its Bid.
	33.3. Notwithstanding ITB Sub-Clause 33.2, from the time of Bid Opening to the time of Contract Award, if any Bidder wishes to contact the Purchaser on any matter related to the bidding process, it should do through the e-GP.
34. Clarification of Bids	34.1. To assist in the examination, evaluation, comparison and qualification of the Bids, the Purchaser may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder that is not in response to a request by the Purchaser shall not be considered. The Purchaser's request for clarification and the response shall be through e-GP. No change in the prices or substance of the Bid shall be sought, offered or permitted, except to confirm the correction of arithmetic errors discovered by the Purchaser in the evaluation of the Bids, in accordance with ITB Clause 36.
35. Responsiveness of Bids	35.1. The Purchaser's determination of a Bid's responsiveness shall be based on the contents of the Bid itself, and is to determine which of the Bids received are responsive and thereafter to compare the responsive Bids against each other to select the lowest evaluated Bid.
	35.2. A substantially responsive Bid is one that conforms to all the terms, conditions and specifications of the Bidding Documents without material deviation, reservation or omission. A material deviation, reservation or omission is one that: <ul style="list-style-type: none"> (a) affects in any substantial way the scope, quality or performance of the Goods or Related Services required; or (b) limits in any substantial way inconsistent with the Bidding Documents, the Purchaser's rights or the Bidder's obligations under the Contract; or (c) if rectified would affect unfairly the competitive position of other Bidders presenting responsive Bids
	35.3. If a Bid is not substantially responsive to the Bidding Documents it shall be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation or omission.
36. Non-conformities, Errors and Omissions	36.1. Provided that a Bid is substantially responsive, the Purchaser may waive any non-conformities or omissions in the Bid that do not constitute a material deviation.
	36.2. Provided that a Bid is substantially responsive, the Purchaser may request that the Bidder submit the necessary information or

	documentation, within a reasonable period of time, to rectify non-material non-conformities or omissions in the Bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.
	<p>36.3. Provided that the Bid is substantially responsive, the Purchaser shall correct arithmetical errors on the following basis:</p> <p>(a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected;</p> <p>(b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and</p> <p>(c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to ITB Sub-Clauses 36.3 (a) and (b) above.</p>
	36.4. If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be disqualified and its Bid Security shall be forfeited.
37. Preliminary Examination of Bids	37.1. The Purchaser shall examine the Bids to confirm that all documents and technical documentation requested in ITB Clause 14 have been provided, and to determine the completeness of each document submitted.
	<p>37.2. The Purchaser shall confirm that the following documents and information have been provided in the Bid. If any of these documents or information is missing, the offer shall be rejected.</p> <p>(a) Bid Submission Sheet, in accordance with ITB Sub-Clause 14.1 (a);</p> <p>(b) Price Schedules, in accordance with ITB Sub-Clause 14.1 (a);</p> <p>(c) Bid Security, in accordance with ITB Clause 26.</p>
38. Examination of Terms and Conditions; Technical Evaluation	38.1. The Purchaser shall examine the Bid to confirm that all terms and conditions specified in the GCC and the SCC have been accepted by the Bidder without any material deviation or reservation.
	38.2. The Purchaser shall evaluate the technical aspects of the Bid submitted in accordance with ITB Clause 23, to confirm that all requirements specified in Section VI, Schedule of Supply of the Bidding Documents have been met without any material deviation or reservation.

	38.3. If, after the examination of the terms and conditions and the technical evaluation, the Purchaser determines that the Bid is not substantially responsive in accordance with ITB Clause 35, the bid shall not be considered for evaluation.
39. Conversion to Single Currency	39.1. For evaluation and comparison purposes, the Purchaser shall convert all Bid prices expressed in amounts in various currencies into a single currency and using the exchange rates specified in the BDS.
40. Margin of Preference	40.1. 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.
41. Evaluation of Bids	41.1. The Purchaser shall evaluate each Bid that has been determined, up to this stage of the evaluation, to be substantially responsive.
	41.2. To evaluate a Bid, the Purchaser shall only use all the factors, methodologies and criteria defined in this ITB Clause 41. No other criteria or methodology shall be permitted.
	<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>41.4. The Purchaser's evaluation of a Bid shall exclude and not take into account:</p> <ul style="list-style-type: none"> (a) in the case of Goods manufactured in Bhutan, sales and other similar taxes which will be payable on the Goods if the Contract is awarded to the Bidder; (b) in the case of Goods manufactured outside Bhutan, already imported or to be imported, Customs duties and other import taxes levied on

	<p>the imported Goods, sales and other similar taxes which will be payable on the Goods if the Contract is awarded to the Bidder; and</p> <p>(c) any allowance for price adjustment during the period of execution of the Contract, if provided in the Bid.</p>
	<p>41.5. The Purchaser's evaluation of a Bid may require the consideration of other factors in addition to the Bid Price quoted in accordance with ITB Clause 18. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of Bids, unless otherwise specified in Section III, Evaluation and Qualification Criteria. The factors, criteria and the methodology of application shall be as specified in ITB Sub-Clause 41.3 (e).</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>41.7. The purchaser shall ensure that the lowest evaluated bid price is consistent and reasonable with the current market prices. If the prices are unreasonable compared to prevailing market prices purchaser may reject the bid.</p>
42. Comparison of Bids	<p>42.1. The Purchaser shall compare the evaluated costs of all substantially responsive Bids established in accordance with ITB 41 to determine the Bid that has the lowest evaluated cost. The comparison shall be on the basis of CIP (place of final destination) prices for imported goods and EXW prices, plus cost of inland transportation and insurance to place of destination, for goods manufactured within the purchaser's country, together with prices for any required installation, training, commissioning and other services. The evaluation of prices shall not take into account custom duties and other taxes levied on imported goods quoted CIP and sales and similar taxes levied in connection with the sale or delivery of goods.</p>
43. Abnormally Low Bid	<p>43.1. An Abnormally Low Bid is one where the Bid price, in combination with other constituent elements of the Bid, appears unreasonably low to the extent that the Bid price raises material concerns with the Purchaser as to the capability of the Bidder to perform the Contract for the offered Bid price.</p>
	<p>43.2. In the event of identification of a potentially Abnormally Low Bid, the Purchaser shall seek written clarification from the Bidder, including a detailed price analyses of its Bid price in relation to the subject matter of the contract, scope, delivery schedule, allocation of risks and responsibilities and any other requirements of the bidding document.</p>
	<p>43.3. After evaluation of the price analyses, in the event that the Purchaser determines that the Bidder has failed to demonstrate its capability to perform the contract for the offered Bid price, the Purchaser shall reject the Bid.</p>
44. Seriously unbalanced Bids	<p>44.1. If the Bid that is evaluated as the lowest evaluated cost is, in the Employer's opinion, seriously unbalanced the Employer may require the</p>

	Bidder to provide written clarifications. Clarifications may include detailed price analyses to demonstrate the consistency of the Bid prices with the scope of works, proposed methodology, schedule and any other requirements of the bidding document.
	<p>44.2. After the evaluation of the information and detailed price analyses presented by the Bidder, the Employer may as appropriate:</p> <p>(a) accept the Bid and require that the amount of the Performance Security be increased at the expense of the Bidder to a level not exceeding twenty percent (20%) of the initial Contract price in addition to ten percentage(10) of the Performance Security.; or</p> <p>(b) reject the Bid.</p>
45. Purchaser?s Right to Accept Any Bid, and to Reject Any or All Bids	45.1. The Purchaser reserves the right to accept or reject any Bid, and to annul the bidding process and reject all Bids at any time prior to Contract award, without thereby incurring any liability to Bidders.
G. Award of Contract	
46. Award Criteria	46.1. 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.
47. Purchaser's Right to Vary Quantities at Time of Award	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.
48. Letter of Intent to Award the Contract/Letter of Acceptance	48.1. The Employer shall notify the concerned Bidder whose bid has been selected in accordance with ITB 46 in writing (in the format in section IV- hereafter called the letter of Intent to award the contract) that the Employer has intention to accept its bid and the information regarding the name, address and amount of selected bidder shall be given to all other bidders who submitted the bid. Such notification should be communicated through e-GP to all the bidders.
	48.2. If no bidder submits an application pursuant to ITB 52 within a period of ten (10) days of the notice provided under ITB 48.1, prior to expiry of the period of Bid validity, the Purchaser shall notify the successful Bidder, through e-GP, that its Bid has been accepted.
	48.3. Until a formal Contract is prepared and executed, the letter of acceptance shall constitute a binding Contract.
	<p>48.4. Upon the successful Bidder furnishing the signed Contract Form and the Performance Security pursuant to ITB Clause 51 the Purchaser:</p> <p>(a) shall promptly notify each unsuccessful Bidder and discharge its Bid Security, pursuant to ITB Sub-Clause 26.4; and</p> <p>(b) publish a notification of award on e-GP.</p>

	<p>48.5. The notifications to all unsuccessful Bidders and the notification posted on e-GP and shall include the following information:</p> <p>(a) the Bid and lot numbers;</p> <p>(b) name of the winning Bidder, and the price it offered, as well as the duration and summary scope of the Contract awarded; and</p> <p>(c) the date of the award decision</p>
49. Debriefing by the Employer	<p>49.1. On receipt of the Employer's Notification of Intention to Award referred to in ITB 48, an unsuccessful Bidder has three (3) working Days to make a written request to the Employer for a debriefing. The Employer shall provide a debriefing to all unsuccessful Bidders whose request is received within this deadline.</p>
	<p>49.2. Where a request for debriefing is received within the deadline, the Employer shall provide a debriefing within five (5) working days.</p>
	<p>49.3. The Procuring Agency shall discuss only such Bid and not the bids of other competitors. The debriefing shall not include:</p> <p>(a) point-by-point comparisons with another Bid; and</p> <p>(b) information that is confidential or commercially sensitive to other Bidders.</p>
	<p>49.4. The purpose of debriefing is to inform the aggrieved bidder of the reasons for lack of success, pointing out the specific shortcomings in its bid without disclosing contents of other bids</p>
50. Signing of Contract	<p>50.1. 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>50.2. Within fifteen (15) days of receipt of the Contract Agreement the successful Bidder shall sign, date and return it to the Purchaser.</p>
	<p>50.3. Notwithstanding ITB Sub-Clause 50 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>
51. Performance Security	<p>51.1. Within fifteen (15) working days of the receipt of letter of acceptance 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>

	<p>(a) unconditional bank guarantee in the form provided for in Section IX, Contract Forms, or another form acceptable to the Purchaser, or</p> <p>(b) banker's certified cheque/cash warrant, or</p> <p>(c) demand draft.</p>
	51.2. If the Performance Security is provided by the successful Bidder in the form of a demand bank guarantee it shall be issued, at the Bidder's option, by a financial institution registered with e-GP. The bidder shall ensure that the financial institution immediately updates the payment of performance security information in e-GP
	51.3. Failure by the successful Bidder to submit the above-mentioned Performance Security or to sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event the Purchaser may award the Contract to the next lowest evaluated Bidder whose offer is 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.
52. Complaint and Review	52.1. If the Bidder has or is likely to suffer, loss or injury due to breach of a duty imposed on the Employer by the provisions of this bidding document, the Bidder shall submit the complaint in writing to the Employer within ten (10) days from the date of letter of intent to award the contract. In the first instance, the Bidder shall submit the complaint to the Employer.
	52.2. The head of agency shall, within 7 days after the submission of the complaint, issue a written decision.
	52.3. The Bidder may appeal to the Independent Review Body within 5 days of the decision of the Head of the Procuring Agency or, where no such decision has been taken, within 15 days of the original complaint and the copy of the appeal shall be given to procuring agency on the same day.
	52.4. Once the appeal copy is received by the procuring agency, it shall not proceed further with the procurement process until receipt of notification from the Independent Review Body Secretariat.