

**SECTION I**

**INSTRUCTION S TO BIDDERS**  
**A - GENERAL**

All bids are to be completed and submitted to the Purchaser in accordance with the instructions and general conditions set forth hereunder.

**1. Eligibility of Bidders**

- 1.1. The Purchaser shall ensure that a bidder (including all members of a joint venture/partnership and all sub-contractors of the bidder) is not affiliated with a firm or entity which has :
  - 1.1.1. Provided consulting services during the preparatory stages of the assignment or of the project of which the assignment forms a part or
  - 1.1.2. Been hired or is proposed to be hired as Engineer for the contract.
- 1.2. No spouse or dependent of public servant shall be allowed to participate in supply of goods and services to the particular office where the civil servant is employed or where the public servant has an authority over.
- 1.3. Any Bidder found to have a conflict of interest shall be disqualified as per Section 1 ITB, Clause 3 of SBD 2009.

**2. Exclusion of Bidders**

- 2.1 A Bidder shall be excluded from participating in this bidding process under the following circumstances:
  - a) as a matter of law or official regulation, RGoB prohibits commercial relations with the country in which the Bidder is constituted, incorporated or registered; or
  - b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, RGoB prohibits (i) any import of Goods or contracting of Services from the country in which the Bidder is constituted, incorporated or registered or (ii) any payments to persons or entities in that country; or
  - c) he is insolvent or is in receivership or is a bankrupt or is in the process of being wound up; or has entered into an arrangement with creditors; or
  - d) his affairs are being administered by a court, judicial officer or appointed liquidator; or
  - e) he has suspended business or is in any analogous situation arising from similar procedures under the laws and regulations of his country of establishment; or
  - f) he has been found guilty of professional misconduct by a recognized tribunal or professional body; or
  - g) he has not fulfilled his obligations with regard to the payment of taxes, social security or other payments due in accordance with the laws of the country in

which he is established or of the Kingdom of Bhutan; or

- h) he is guilty of serious misrepresentation in supplying information in his tender, or
- i) he has been convicted for fraud and/or corruption by a competent authority; or
- j) he has not fulfilled any of his contractual obligations with the Purchaser in the past.
- k) he has been debarred from participation in public procurement by any competent authority as per law.

### **3. Eligible Goods and Related Services**

- 3.1. 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.
- 3.2. 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.
- 3.3. 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**

### **4. General Information**

- 4.1. The Invitation for Bids issued by the purchaser is not part of the Bidding documents.
- 4.2. 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.
- 4.3. 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.
- 4.4. The invitation for bids is open to all suppliers having valid trade license.
- 4.5. The Bidders can bid for any or all of the items. The award of contract will be based as per Section 1 ITB, clause 43 on the best offer submitted for each individual item.
- 4.6. A Bidder shall submit only one bid.
- 4.7. Any clarification to be required with regard to the specifications should be sought before submission of bids.
- 4.8. It is RGoB policy to require that Purchasers, Bidders, Suppliers, Contractors and their Subcontractors observe the highest standards of ethics during the procurement and execution of contracts. In pursuance to Clause 2, Section I ITB of SBD 2009.

## **5. Clarification of Bidding Documents**

- 5.1. Bidders shall not be allowed to seek any clarification of the Bidding Documents in person or by telephone or other verbal means.
- 5.2. 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;
- 5.3. 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
- 5.4. 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

## **6. Amendment of Bidding Document**

- 6.1. At any time prior to the deadline for submission of Bids the Purchaser may amend the Bidding Documents by issuing addendum. This may be done either on the Purchaser's own initiative or in response to a clarification request from a prospective Bidder.
- 6.2. Any addendum thus issued shall be part of the Bidding Documents and shall be communicated in writing to all who have obtained the Bidding Documents directly from the Purchaser. Such addendum shall be binding on the prospective Bidders, and shall require that prospective Bidders confirm receipt of it before the time established for the opening of Bids;
- 6.3. The Purchaser may, at its discretion, extend the deadline for submission of Bids pursuant to ITB Sub-Clause 27.2 to allow prospective Bidders reasonable time in which to take the addendum into account in preparation of their Bids.

## **C PREPARATION OF BIDS**

### **7. Cost of Bidding**

- 7.1. 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.

### **8. Language of Bid**

- 8.1. 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.

## **9. Documents Comprising the Bid**

9.1. The bid to be submitted by the Bidders shall comprise the following components:

9.1.1. Bid Form.

9.1.2. Technical specification.

9.1.3. A copy of the valid Trade License.

9.1.4. Bid Security as prescribed in Section 1 ITB, Clause 24 of SBD 2009.

9.1.5. Bidders may also furnish any certificates of dealership or agency issued by their Principal suppliers that establishes the bidders' professional competence and qualification to supply and service the Goods to be supplied.

## **10. Bid Submission Sheet**

10.1. 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.

## **11. Price Schedule**

11.1. 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.

## **12. Alternatives Bids**

12.1. Unless otherwise indicated in the BDS alternative Bids shall not be considered.

## **13. Bid prices and Discounts**

13.1. The prices and discounts quoted by the Bidder in the Bid Submission Sheet and the Price Schedules shall conform to the requirements specified below.

13.2. All lots and items in the Schedule of Supply must be listed and priced separately in the Price Schedules.

13.3. The price to be quoted in the Bid Submission Sheet shall be the total price of the Bid excluding any discounts offered.

13.4. The Bidder shall quote any unconditional discounts and the methodology for their application in the Bid Submission Sheet.

13.5. 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.

13.6. 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).

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

## 14. Price Variation

**14.1** 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.

## **15. Currencies of Bid**

- 15.1. 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.
- 15.2. 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.
- 15.3. 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 rate quoted in the Bid and then reconverted to Ngultrum (NU) using the exchange rates prescribed in ITB Sub-Clause 18.2.
- 15.4 Bidders shall indicate details of their expected foreign currency requirements in the Bid.
- 15.5 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.
- 15.6 In case of International Procurement from countries other than India, the procuring agency may invite bids in convertible currencies. The bids shall however, be evaluated in accordance with Sub-Clause 18.3 above, but the payment shall be made in the currency of bid.

## **16. Documents Establishing the Eligibility of the Bidder**

- 16.1. To establish their eligibility in accordance with ITB Clause 3, Bidders shall complete the Bid Submission Sheet included in Section IV, Bidding Forms (Annexure A).

## **17. Documents Establishing the Eligibility of the Goods and Related Services**

- 17.1. 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 (Annexure B)

## **18. Documents establishing the Conformity of the Goods and Related Services**

- 18.1. 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.

- 18.2. The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item by item description of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related services to the technical specifications and, if applicable, a statement of deviations and exceptions to the provisions of the schedule of supply.
- 18.3. 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.
- 18.4. Standard 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.

#### **19. Documents establishing the qualification of the Bidder**

- 19.1. The documentary evidence of the Bidder's qualifications to perform the contract if its Bid is accepted shall establish to the Purchaser's satisfaction:
  - (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;
  - (b) that, if required in the BDS, in the case of a Bidder not doing business within Bhutan, the Bidder is or will be (if awarded the Contract) represented by an agent in Bhutan equipped and able to carry out the Supplier's maintenance, repair and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications;
  - (c) that Bids submitted by a Joint Venture, Consortium or Association (JV/C/A) of two or more firms as partners comply with the following requirements:
    - (i) the Bid is signed so as to be legally binding on all partners;
    - (ii) all partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms;
    - (iii) one of the partners is nominated as being in charge, authorized to incur liabilities, and to receive instructions for and on behalf of any and all partners of the JV/C/A;
    - (iv) the execution of the entire Contract, including payment, shall be done

exclusively with the partner in charge; and

(v) a copy of the JV/C/A Agreement entered into by the partners is submitted with the Bid; or a Letter of Intent to execute a JV/C/A Agreement in the event of a successful Bid is signed by all partners and submitted with the Bid, together with a copy of the proposed Agreement.

(d) that the Bidder meets each of the qualification criteria specified in Section III, Evaluation and Qualification Criteria.

## 20. Period of Validity of Bids

- 20.1. 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.
- 20.2. In exceptional circumstances, prior to expiry of the Bid validity period, the Purchaser may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing. The Bid Security shall also be extended for a corresponding period. A Bidder may refuse the request to extend the validity of its Bid without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its Bid, except as provided in ITB Sub-Clause 23.3
- 20.3. 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.

## 21. Bid Security

- 21.1. The bidder shall furnish, as part of its bid, a bid security or earnest money along with the bids **Nu. 5000.00** in the form of a banker's certified cheque, cash warrant, standby letter of credit or bank guarantee from a reputable bank. Letters of credit and bank guarantees issued, as surety for the bid shall be valid for 30 days beyond the validity of the bid.
- 21.2. The Bid Security shall be forfeited:
- 21.2.1 If the Bidder withdraws his bid during the period of bid validity as specified in the Bid Form;
- 21.2.2 If a Bidder does not accept the arithmetical corrections of its bid price.
- 21.3. In the case of a successful Bidder, if he fails to;
- 21.3.1 Sign the Contract in accordance with Clause 46, Section I ITB of SBD 2009.
- 21.3.2 Furnish Performance Security in accordance with Clause 47, Section I ITB of SBD 2009.



## 22. Format and Signing of Bid

- 22.1. The Bidder shall prepare **ONE Original** of the documents comprising the Bid as described in ITB Clause 12 and clearly mark it "**ORIGINAL**". In addition, the Bidder shall submit a copy of the Bid, and clearly marked as "**COPY**". In the event of any discrepancy between the original and the copies, the original shall prevail.
- 22.2. The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder.
- 22.3. Any interlineations, erasures or overwriting shall be valid only if they are signed or initialed by the person signing the Bid.

### D SUBMISSION AND OPENING OF BIDS

## 23. Submission, Sealing and Marking of Bids

- 23.1. Bids shall be delivered by hand, courier or registered post. The Bidder shall seal the original of the Bid and the number of copies stipulated in the BDS, including alternative Bids if permitted in accordance with ITB Clause 15, in separate inner Envelopes contained within one outer envelope. All envelopes shall be sealed with adhesive or other sealant to prevent reopening.
- 23.2. The inner envelopes shall:
  - (a) be signed across their seals by the person authorized to sign the Bid on behalf of the Bidder; and
  - (b) be marked "**ORIGINAL**", "**ALTERNATIVE**" (if any) and "**COPIES**";
- 23.3. The outer envelope shall:
  - (a) be marked "**Confidential**";
  - (b) be addressed to the Purchaser at the address provided below;

Addressed to:  
**Program Director**  
**RNRRDC, Wengkharg**  
**Mongar Dzongkhag.**
  - (c) bear the name and identification number of the Contracts defined in the BDS; and
  - (d) provide a warning not to open before the specified time and date for Bid Opening as defined in the BDS.
- 23.4. In addition to the identification required in ITB Sub-Clause the inner envelopes shall indicate the name and address of the Bidder, to enable the Bid to be returned unopened in case it is declared late pursuant to ITB Clause 28.

23.5. If the outer envelope is not sealed and marked as above, the Purchaser shall assume no responsibility for the misplacement or premature opening of the Bid.

23.6. When so specified in the BDS Bidders shall have the option of submitting their Bids electronically. Bidders submitting Bids electronically shall follow the procedures specified in the BDS.

- (b) Bear the following identification:  
Bid for the: FINANCIAL YEAR 2014-2015

**23.1.1. Office Stationeries, Cartridges**

**23.1.2. Electrical & hardware items**

**23.1.3. Uniforms & Extension kits**

**23.1.4. Vehicle Spare parts, Tyres & maintenance**

**23.1.5. Field supplies**

**DO NOT OPEN BEFORE: 18<sup>th</sup> July 2015 before 2.00 PM**

#### **24. Deadline for submission of bids**

24.1. Bids shall be delivered by hand, courier or registered post to the Purchaser at the address and no later than **18<sup>th</sup> July 2015 on or before 10.00 AM (BST)**.

24.2. The Purchaser may, at its discretion, extend the deadline for the submission of Bids by amending the Bidding Documents in accordance with ITB Clause 9, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

#### **25. Late Bids**

25.1. The Purchaser shall not consider any Bid that arrives after the deadline for submission of Bids. Any Bid received by the Purchaser after the deadline for submission of Bids shall be declared late, rejected, and returned unopened to the Bidder.

#### **26. Withdrawal, Substitution and Modification of Bids**

26.1. A Bidder may withdraw, substitute or modify its Bid after it has been submitted by sending a written notice in accordance with ITB Clause 26, duly signed by an authorized representative, and shall include a copy of the authorization (the power of attorney) in accordance with ITB Sub-Clause 25.2, (except that withdrawal notices do not require copies). The corresponding substitution or modification of the Bid must accompany the respective written notice. All notices must be:

- (a) submitted in accordance with ITB Clauses 25 and 26 (except that withdrawal notices do not require copies) and, in addition, the respective envelopes shall be clearly marked "WITHDRAWAL", "SUBSTITUTION" or "MODIFICATION;" and

- (b) received by the Purchaser prior to the deadline prescribed for submission of Bids, in accordance with ITB Clause 27.
- 26.2. Bids requested to be withdrawn in accordance with ITB Sub-Clause 29.1 shall be returned unopened to the Bidders.
- 26.3. No Bid may be withdrawn, substituted or modified in the interval between the deadline for submission of Bids and the expiry of the period of Bid validity specified by the Bidder on the Bid Submission Sheet or any extension thereof.
- 26.4. 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 23.1, may result in the forfeiture of the Bid Security pursuant to Clause 24.6. If the lowest or the lowest evaluated bidder withdraws his bid between the periods specified in this clause, the bid security of the bidder shall be forfeited and in addition, the bidder shall pay to the employer the positive difference of sum, if any, with the next lowest bidder within fourteen (14) days of his withdrawal. If the bidder fails to pay the difference within the said date, the bidder shall be debarred by a competent authority as per law. In the case of framework contracts, the bid security shall be forfeited and the supply of the particular item will be re-tendered.

## 27. Opening of Bids

- 27.1. The Bids will be opened at **2.00 PM on 18/07/2015** stated above in the presence of the representatives of the Bidders wishing to attend in **RDC Conference Hall**.
- 27.2. Bidders, their representatives and other attendees at the Bid Opening shall not be permitted to approach any members of the Bid Opening Committee or any RGoB officials.
- 27.3. First, envelopes marked "**WITHDRAWAL**" shall be opened and read out and the envelope with the corresponding Bid shall not be opened, but shall be returned to the Bidder. No Bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at Bid Opening. Next, envelopes marked "**SUBSTITUTION**" shall be opened and read out and exchanged with the corresponding Bid being substituted. The substituted Bid shall not be opened, but shall be returned to the Bidder. No Bid substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at Bid Opening. Envelopes marked "**MODIFICATION**" shall be opened and read out with the corresponding Bid. No Bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Bid Opening. Only envelopes that are opened and read out at Bid Opening shall be considered further.
- 27.4. All other envelopes shall be opened one at a time. The Bidders' names, the Bid prices, the total amount of each Bid and of any alternative Bid (if alternatives have been requested or permitted), any discounts, Bid withdrawals, substitutions or modifications, the presence or absence of Bid Security, responses to any Bidding Documents addenda, and such other details as the

Purchaser may consider appropriate shall be announced by the Purchaser at the Bid Opening. This information also shall be written on a notice board for the public to copy. Any Bid price, discount or alternative Bid price not announced and recorded shall not be taken into account in Bid evaluation. No Bid shall be rejected at Bid Opening except for late Bids pursuant to ITB Clause 28, Non signing of Bid Submission Sheet and Price Schedules, and Bid Security not in accordance with ITB 24. Substitution Bids and modifications submitted

pursuant to ITB Clause 29 that are not opened and read out at Bid Opening shall not be considered for further evaluation regardless of the circumstances. Late, withdrawn and substituted Bids shall be returned unopened to Bidders.

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

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

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

27.6. After establishing that all submitted bids have fulfilled all the requirements, the Tender Committee established for the purpose of opening the bids shall constitute a Tender Evaluation Committee from among the members to evaluate the bids and submit their findings on the most competitive bid or bids.

**E - EVALUATION AND COMPARISON OF BIDS**

**28. Confidentiality**

- 28.1. Information relating to the examination, evaluation, comparison and post qualification of Bids, and recommendation of Contract Award, shall not be disclosed to Bidders or any other persons not officially concerned with such process until publication of the Contract Award.
- 28.2. Any effort by a Bidder to influence the Purchaser in the examination, evaluation, comparison and post qualification of the Bids or Contract Award decisions may result in the rejection of its Bid.
- 28.3. Notwithstanding ITB Sub-Clause 31.2, from the time of Bid Opening to the time of Contract Award, if any Bidder wishes to contact the Purchaser on any matter related to the bidding process, it should do so in writing.

**29. Clarification of Bids**

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

**30. Responsiveness of Bids**

- 30.1. 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 which is derived comparing the responsive Bids against each other to select the lowest evaluated Bid:
- 30.2. 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.

**31. Evaluation of Bids**

- 31.1. The Purchaser shall evaluate each substantially responsive Bid using the factors, methodologies and criteria defined in this ITB Clause 39 of SBD 2009. No other criteria or methodology shall be permitted.

**32. Comparison of Bids**

- 32.1. If the Bid price of the lowest evaluated Bid appears abnormally low and/or seriously unbalanced, the Purchaser may require the Bidder to produce written explanations of, justifications and detailed price analyses for any or all items offered. After objective evaluation of the explanations, justifications and price analyses, if the Purchaser decides to accept the Bid with an abnormally low

and/or seriously unbalanced price, the Purchaser shall require that the amount of the Performance Security stipulated in ITB Clause 47 be increased at the expense of the Bidder to a level sufficient to protect the Purchaser against financial loss in the event of default of the successful Bidder under the Contract.

### **33. Purchaser's Right to Accept Any Bid, and to Reject Any or All Bids**

- 33.1. 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 under any or all circumstances as given below:
- a) bid/s being found not responsive as specified in the SBD,
  - b) any or some of the bids appearing to have been tampered with
  - c) the rate analysis submitted for the abnormally low bid is not acceptable to the client.

## **F - AWARD OF CONTRACT**

### **34. Award Criteria**

- 34.1. 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.

### **35. Purchaser's Right to Vary Quantities at Time of Award**

- 35.1. 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.

### **36. Notification of award**

- 36.1. Prior to expiry of the period of Bid validity, the Purchaser shall notify the successful Bidder, in writing, that its Bid has been accepted which shall constitute a binding of contract.
- 36.2. Upon the successful Bidder furnishing the signed Contract Form and the Performance Security pursuant to ITB Clause 47 the Purchaser:
- (a) shall promptly notify each unsuccessful Bidder and discharge its Bid Security, pursuant to ITB Sub-Clause 24.4;

### **37. Signing of Contract**

- 37.1. Upon being notified as above, the successful Bidders shall be asked to sign a Contract Agreement and special condition of contract within 15 days and return it to the Purchaser.

### **38. Performance Security**

- 38.1. Within fifteen (15) working days of the receipt of notification of award from the Purchaser, the Bidder shall submit the Performance Security equivalent to 10% of the contract amount to the Purchaser, in the form of Cash Warrant/Bank Draft/Bank Guarantee, prescribed in the letter of Notification of Award:
- 38.2. The Performance security shall be valid for 1 year beyond the date of completion of the frame work contract.
- 38.3. The performance security shall be returned by the Purchaser upon expiration of the warranty period. If the supplier fails to remedy any reported defect within the warranty period, the Procurement Agency shall be entitled to either encash or to remedy the defect at the expense of the supplier.

### **39. Warranty**

- 39.1. The Bidders warrant the Purchaser that the Goods supplied under the Contract comply with the specifications given and are free from defects. The Bidders further warrant the Purchaser that all items of Goods supplied under the Contract will be new and fit for their intended purposes.
- 39.2. This warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof, as the case may be, have been delivered and commissioned.
- 39.3. The Purchaser shall promptly notify the Bidders in writing of any claim arising under this Warranty.
- 39.4. Upon receipt of remedy notice, the Bidders shall promptly repair or replace the defective Goods or parts thereof, without any cost to the Purchaser.
- 39.5. If the Bidders, having been notified, fail to remedy the defect(s), the Purchaser may proceed to take such remedial action as may be necessary, at the Bidders' expense. The Bidders Warranty pursuant to this Clause 11 is without prejudice to any other rights or remedies, which the Purchaser may have against the Bidders under the Contract.

### **40. Payment**

- 40.1. In case of purchase of goods following the open tender, an interest free advance of 10% may be considered. The advance will be secured against a bank guarantee .
- 40.2. The Bidders shall deliver, install and commission all the Goods to the satisfaction of the Purchaser and thereafter submit their invoice to the

Purchaser. The Purchaser, upon being satisfied with the performance of the Bidders, shall proceed to make the payment to the Bidders no later than 30 working days after the receipt of the invoice.

#### **41. Penalty for delay**

- 41.1. If the Bidders fail to comply against clause 16, a penalty of 0.1% of the value of undelivered goods per day shall be charged to the maximum of 10 % of value of undelivered goods. Once the maximum is reached the purchaser may terminate the contract in pursuant to clause no 17.

#### **42. Rate Validity**

- 42.1. The successful bidder (s) shall supply the items as and when felt necessary after receive of supply notification without change in price for Annual Framework Contract 2012-2013.
- 42.2. Bidders shall quote the prices for RDC,Wengkhar Mongar inclusive of all taxes and other charges.

#### **43. Award of contract**

- 43.1. The contract will be evaluated independently and will be awarded accordingly as per the following:
- 43.2. The Contract will be award to the Bidder whose offer has been determined to be the lowest evaluated Bid.
- 43.3. The Goods to be supplied shall conform to the descriptions specified. Where there are no such specifications, the Bidders may indicate the brand and model they wish to offer, but the general technical specifications must be complied with.
- 43.4. Any mention of brand name in the tender document is only intended for indicative and not descriptive, bidders shall submit equivalent or superior quality to the mentioned brand name.

#### **44. Delivery**

- 44.1. The place and time for delivery will be specified in the supply order. Generally maximum of 30 days will be given for delivery, but the number of days specified in supply order shall be the governing factor. **The Deliver of goods shall be at RNRDC, Wengkhar Mongar.**

#### **45. Termination**

- 45.1. The Purchaser may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, terminate the Contract in whole or in part.
  - 45.1.1. if the Supplier fails to deliver any or all of the Goods within the time



period(s) specified in the supply order, or any extension thereof granted by the Purchaser; or

45.1.2. if the Supplier fails to perform any other obligation(s) under the Contract;

45.1.3. if the Supplier, in either of the above circumstances, does not cure its failure within a period of ten (10) calendar days (or such longer period as the Purchaser may authorize in writing) after receipt of a notice of default from the Purchaser specifying the nature of the default(s)

**46. Other terms & conditions**

46.1. No alterations to its format in section 4 shall be permitted and no substitutions shall be accepted.

46.2. The general terms & conditions not covered by this document will be governed by the Standard Bidding Documents of goods, 2009 and Procurement Rules and Regulations 2009.

**SECTION II  
BID DATA SHEET (BDS)**

**A. Introduction**

**ITB 1.1** The Purchaser is: **Program Director RDC,Wengkhar, Mongar**

**ITB 1.1** The name, identification number and number of lots within this procurement are:

**A. Bidding Documents**

**ITB 8.2** For **clarification of Bid purposes** only, the Purchaser's address is:

Attention: **Program Director**

Address: **RDC,Wengkhar, Mongar**

Facsimile number: 04641102

Electronic mail address:

**B. Preparation of Bids**

**ITB 11.1** The language of the Bid is: **English**

**ITB 12.1 (k)** The Bidder shall submit with its Bid the following additional documents:

None

**ITB 12.1 (j)** The bidders shall submit a signed Integrity Pact: **Yes**

**ITB 15.1** Alternative Bids shall not be permitted.

**ITB 16.5** The Inco terms edition is: **2015-2016**

**ITB 16.6 (a)(iii), (b) (ii)and (c) (v)**

The final destination (Project Site) is: **RNRRDC,Wengkhar, Mongar**

**ITB 17.1** The prices quoted by the Bidder shall not be adjustable. If prices shall be adjustable, the methodology is specified in Section III, Evaluation and Qualification Criteria.

**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 Bhutan.

**ITB 21.3** The period of time for which the Goods are expected to be functioning (for the purpose of spare parts, special tools, etc) is one Year

**ITB 22.1 (a)** Manufacturer's authorization is required.

**ITB 22.1 (b)** After sales maintenance, repair, spare parts stocking and related services are required, and the Bidder therefore is not required to be represented by a suitably equipped and able agent in Bhutan.

**ITB 23.1** The Bid validity period shall be 60 days.

**ITB 24.1** The amount and currency of the Bid Security is **Nu. 5000 (Lump-sum)**.

#### **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**

**ITB 26.3 (d)** The name and identification number of the Contract is (Refer ITB 1.1)

**ITB 26.3 (e)** The time and date for Bid Opening is **2:00 PM (BST) on 18th July 2015. 2010.**

**ITB 26.7** Bidders Shall not have the option of submitting their Bids electronically.

**ITB 27.1** For Bid submission purposes, the Purchaser's address is: (Refer to ITB 8.2)

Attention:

Address:

The deadline for the submission of Bids is:

Date: **18th July 2015**

Time: **10.00 AM (BST).**

**ITB 30.1** The Bid Opening shall take place at:

Address: **RDC Conference Hall, Mongar, Bhutan.**

Date: **18th July, 2015**

Time: **2.00 PM (BST).**

#### **E. Evaluation and Comparison of Bids**

**ITB 37.1** Bid prices expressed in different currencies shall be converted into Ngultrum (BTN).

The source of exchange rates shall be the Royal Monetary Authority of Bhutan.

The date for the exchange rates shall be the date of Bid Opening, as prescribed in ITB Sub-Clause 30.1.

**ITB 38.1** A margin of five percent (5%) Domestic Preference shall be allowed.

**ITB 39.3 (a)** Evaluation will be done for items

**ITB 39.3 (e)** The adjustments shall be determined using the following criteria from amongst those set out in Section III, Evaluation and Qualification Criteria:

*[refer to Schedule III, Evaluation and Qualification Criteria; insert complementary details if necessary]*

- (a) Deviation in Delivery schedule: No
- (b) Deviation in payment schedule: No
- (c) The cost of major replacement components, mandatory spare parts, and service: No
- (d) The availability in Bhutan of spare parts and after-sales services for the equipment offered in the Bid: No
- (e) The projected operating and maintenance costs during the life of the equipment :No
- (f) The performance and productivity of the equipment offered: No
- (g) *[Insert any other specific criteria]*

**ITB 39.6** Bidders shall not be allowed to quote separate prices for one or more lots.

**ITB 44.1** The maximum percentage by which quantities may be increased is 20  
The maximum percentage by which quantities may be decreased is 20

**SECTION IV**

**BID FORM (ANNEXURE A)**

**Bidder Information Form**

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

Date: .....

Bid No.: .....

Page \_\_\_\_\_ of \_\_\_\_\_ pages

1. Bidder's Legal Name .....

2. In the case of a Joint Venture, Consortium or Association (JV/C/A) legal name of each party: .....

3. Bidder's actual or intended Country of Registration: .....

4. Bidder's Year of Registration: .....

5. Bidder's Legal Address in Country of Registration: .....

6. Bidder's Authorized Representative Information

Name: .....

Address: .....

Telephone/Fax numbers: .....

E-mail Address: .....

7. Attached are copies of the following original documents: .....

Articles of Incorporation or Registration of firm named in 1 above, in accordance with ITB

Sub-Clause 3.1.

In the case of a JV/C/A, letter of intent to form the JV/C/A, or the JV/C/A agreement, in accordance with ITB Sub-Clause 22.1 (c) (v).

In the case of a government owned entity from Bhutan, documents establishing legal and financial autonomy and compliance with commercial law, in accordance with ITB Sub-Clause 3.3.

Power of attorney authorizing the signatory of the Bid to sign on behalf of the Bidder.

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

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

Date: .....

Bid No.: .....

Page \_\_\_\_\_ of \_\_\_\_\_ pages

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: .....

Articles of Incorporation or Registration of firm named in 2 above, in accordance with ITB Sub-Clause 3.1.

In the case of a government owned entity from Bhutan, documents establishing legal and financial autonomy and compliance with commercial law, in accordance with ITB Sub-Clause 3.3.

**Bid Security (Bank Guarantee)**

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

\_\_\_\_\_  
*[insert Bank's Name, and Address of Issuing Branch or Office]*

**Beneficiary:** \_\_\_\_\_ *[Name and Address of Purchaser]*

**Date:** \_\_\_\_\_

**BID GUARANTEE No.:** \_\_\_\_\_

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

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

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

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

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

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

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

\_\_\_\_\_  
*[signature(s)]*

### **Manufacturer's Authorization**

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

Date: *[insert date of Bid Submission]*

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

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

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

#### **WHEREAS**

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

We hereby extend our full guarantee and warranty in accordance with Clause 29 of the General Conditions of Contract, with respect to the Goods offered by the above firm.

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

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

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

Duly authorized to sign this Authorization for and on behalf of *[insert complete name of the Bidder]*

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



**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:.....(Nu).....
- (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 60 *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 have no conflict of interest pursuant to ITB Sub-clause 3.2;
- (i) 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;

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

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 \_\_\_\_\_, \_\_\_\_\_ *[insert date of signing]*

**NB: Affix Legal Stamp.**

