

Standard Bidding Documents



**Dzongkhag Administration, Gewog Administration and
De-suung Office Tsirang**

**PACKAGE - *HIRING AND TRANSPORTATION Of
VEHICLES***

Bidding Documents for supply of following

Package - Hiring and Transportation

For the Financial year 2021-2022

Procuring Agency:
Dzongkhag Administratinon Tsirang

Standard Bidding Documents

Table of Contents

| | |
|---|-------------------------------------|
| PART 1 – Bidding Procedures | 4 |
| <i>Section I. Instructions to Bidders</i> | <i>5</i> |
| <i>Table of Clauses.....</i> | <i>5</i> |
| <i>Section II. Bid Data Sheet.....</i> | <i>8</i> |
| <i>Section III. Evaluation and Qualification Criteria</i> | <i>11</i> |
| <i>Section IV. Bidding Forms.....</i> | <i>15</i> |
| <i>Table of Forms.....</i> | <i>15</i> |
| <i>INTEGRITY PACT.....</i> | <i>Error! Bookmark not defined.</i> |
| <i>Section V: Eligible Countries</i> | <i>Error! Bookmark not defined.</i> |
| PART 2 – Supply Requirements | Error! Bookmark not defined. |
| <i>Section VI: Schedule of Supply.....</i> | <i>Error! Bookmark not defined.</i> |
| <i>Contents.....</i> | <i>Error! Bookmark not defined.</i> |
| <i>Section VII. General Conditions of Contract.....</i> | <i>26</i> |
| <i>Table of Clauses.....</i> | <i>26</i> |
| <i>Section VIII. Special Conditions of Contract.....</i> | <i>28</i> |
| <i>Section IX. Contract Forms</i> | <i>31</i> |
| <i>Table of Forms.....</i> | <i>31</i> |
| <i>Contract Agreement.....</i> | <i>32</i> |
| <i>Performance Security</i> | <i>Error! Bookmark not defined.</i> |
| <i>Bank Guarantee for Advance Payment</i> | <i>Error! Bookmark not defined.</i> |
| <i>Attachment: Sample Format for Invitation for Bids</i> | <i>Error! Bookmark not defined.</i> |

PART 1 – Bidding Procedures

Section I. Instructions to Bidders

Table of Contents

| | |
|--|-------------------------------------|
| A. General | Error! Bookmark not defined. |
| 1 Scope of Bid and Source of Funds | Error! Bookmark not defined. |
| 2 Fraud and Corruption..... | Error! Bookmark not defined. |
| 3 Eligible Bidders..... | Error! Bookmark not defined. |
| 4 Exclusion of Bidders | Error! Bookmark not defined. |
| 5 Eligible Goods and Related Services..... | Error! Bookmark not defined. |
| B. Contents of Bidding Documents | Error! Bookmark not defined. |
| 6 Parts of Bidding Documents | Error! Bookmark not defined. |
| 7 General Information..... | Error! Bookmark not defined. |
| 8 Clarification of Bidding Documents | Error! Bookmark not defined. |
| 9 Amendment of Bidding Documents..... | Error! Bookmark not defined. |
| C. Preparation of Bids | Error! Bookmark not defined. |
| 10 Cost of Bidding..... | Error! Bookmark not defined. |
| 11 Language of Bid | Error! Bookmark not defined. |
| 12 Documents Comprising the Bid | Error! Bookmark not defined. |
| 13 Bid Submission Sheet | Error! Bookmark not defined. |
| 14 Price Schedules | Error! Bookmark not defined. |
| 15 Alternative Bids | Error! Bookmark not defined. |
| 16 Bid Prices and Discounts..... | Error! Bookmark not defined. |
| 17 Price Variation..... | Error! Bookmark not defined. |
| 18 Currencies of Bid | Error! Bookmark not defined. |
| 19 Documents Establishing the Eligibility of the Bidder | Error! Bookmark not defined. |
| 20 Documents Establishing the Eligibility of the Goods and Related Services..... | Error! Bookmark not defined. |
| 21 Documents Establishing the Conformity of the Goods and Related Services | Error! Bookmark not defined. |
| 22 Documents Establishing the Qualifications of the Bidder | Error! Bookmark not defined. |
| 23 Period of Validity of Bids..... | Error! Bookmark not defined. |
| 24 Bid Security | Error! Bookmark not defined. |
| 25 Format and Signing of Bid..... | Error! Bookmark not defined. |
| D. Submission and Opening of Bids..... | Error! Bookmark not defined. |
| 26 Submission, Sealing and Marking of Bids | Error! Bookmark not defined. |
| 27 Deadline for Submission of Bids..... | Error! Bookmark not defined. |
| 28 Late Bids..... | Error! Bookmark not defined. |
| 29 Withdrawal, Substitution and Modification of Bids | Error! Bookmark not defined. |

| | | |
|-----------|---|-------------------------------------|
| 30. | <i>Bid Opening</i> | <i>Error! Bookmark not defined.</i> |
| E. | Evaluation and Comparison of Bids | Error! Bookmark not defined. |
| 31. | <i>Confidentiality</i> | <i>Error! Bookmark not defined.</i> |
| 32. | <i>Clarification of Bids</i> | <i>Error! Bookmark not defined.</i> |
| 33. | <i>Responsiveness of Bids</i> | <i>Error! Bookmark not defined.</i> |
| 34. | <i>Nonconformities, Errors and Omissions</i> | <i>Error! Bookmark not defined.</i> |
| 35. | <i>Preliminary Examination of Bids</i> | <i>Error! Bookmark not defined.</i> |
| 36. | <i>Examination of Terms and Conditions; Technical Evaluation</i> | <i>Error! Bookmark not defined.</i> |
| 37. | <i>Conversion to Single Currency</i> | <i>Error! Bookmark not defined.</i> |
| 38. | <i>Margin of Preference</i> | <i>Error! Bookmark not defined.</i> |
| 39. | <i>Evaluation of Bids</i> | <i>Error! Bookmark not defined.</i> |
| 40. | <i>Comparison of Bids</i> | <i>Error! Bookmark not defined.</i> |
| 41. | <i>Postqualification of the Bidder</i> | <i>Error! Bookmark not defined.</i> |
| 42. | <i>Purchaser's Right to Accept Any Bid, and to Reject Any or All Bids</i> | <i>Error! Bookmark not defined.</i> |
| F. | Award of Contract | Error! Bookmark not defined. |
| 43. | <i>Award Criteria</i> | <i>Error! Bookmark not defined.</i> |
| 44. | <i>Purchaser's Right to Vary Quantities at Time of Award</i> | <i>Error! Bookmark not defined.</i> |
| 45. | <i>Letter of Intent to Award the Contract/Notification of Award</i> | <i>Error! Bookmark not defined.</i> |
| 46. | <i>Signing of Contract</i> | <i>Error! Bookmark not defined.</i> |
| 47. | <i>Performance Security</i> | <i>Error! Bookmark not defined.</i> |
| 48. | <i>Complaint and Review</i> | <i>Error! Bookmark not defined.</i> |

Section I. Instructions to Bidders

The GCC and SCC for this Document shall be as per the Provisions prescribed in SBD and PRR.

Section II. Bid Data Sheet

| A. Introduction | |
|------------------------|---|
| ITB 1.1 | The Purchaser is: <i>[Dzongkhag Administration, Gewog Administration schools, and De-suung Office Tsirang Bhutan]</i> |
| ITB 1.1 | The name, identification number and number of lots within this procurement are: Package - Hiring and Transportation |
| B. Bidding Documents | |
| ITB 8.2 | For clarification of Bid purposes only, the Purchaser's address is: Attention: Karma Tshering Address: Procurement Officer, Dzongkhag Administration, Tsirang, Facsimile number: [06-471355] Electronic mail address: [ktshering@tsirang.gov.bt] |
| C. Preparation of Bids | |
| ITB 11.1 | The language of the Bid is: <i>[English]</i> |
| ITB 12.1 (k) | The Bidder shall submit with its Bid the following additional documents: <ul style="list-style-type: none"> • A copy of valid trade license • A copy of Valid Tax clearance certificate • Original bid security • Copy of Vehicle Registration Certificate Book |
| ITB 12.1 (j) | The bidders shall submit a signed Integrity Pact: <i>[No]</i> |
| ITB 16.5 | The Incoterms edition is: 2015 version of international of Chamber of Commerce |
| ITB 16.6 (a) | The final destination (Project Site) is: As per notification in work order. |
| ITB 17.1 | The prices quoted by the Bidder "shall not" be adjustable. |
| 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 23.1 | The Bid validity period shall be 60 days. |
| ITB 24.1 | The amount and currency of the Bid Security is Nu.5000.00 (Ngultrum: Five Thousand only. Bid security shall be prepared addressing to the Dzongda, Dzongkhag administration, Tsirang. |

| | |
|---|--|
| D. Submission and Opening of Bids | The bids should be submitted on or before 30/7/2021 and will be opened on the same day @10:30 am. |
| ITB 25.1 and 26.1 | In addition to the original of the Bid, the number of copies is: <i>One identical copy.</i> |
| ITB 26.3 (d) | The name and identification number of the Contract is Transportation and Hire of Vehicle and machineries |
| ITB 26.3 (e) | |
| IB 26.7 | Bidders “ <i>shall not</i> ” have the option of submitting their Bids electronically. |
| ITB 27.1 | For Bid submission purposes, the Purchaser’s address is: Attention: <i>Dasho Dzungda</i> Address: Dzongkhag Administration, Tsirang. The deadline for the submission of Bids is: Date: <i>30/7/2021 friday</i> Time: 10:00Am Bhutan time. |
| ITB 30.1 | The Bid Opening shall take place at: Address: Conference Hall, Dzongkhag Administration, Tsirang Time: <i>[10:30Am]</i> Bhutan time |
| 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 “ <i>shall not</i> ” apply. |
| ITB 39.3 (a) | Evaluation will be done for <i>Vehicle wise and not in LoT</i> <i>Bids will be evaluated for each vehicle and the Contract will comprise the item(s) awarded to the lowest bidder in individual particulars.</i> |

| | |
|-----------------------------|---|
| ITB 39.6 | Bidders “ <i>shall not</i> ” be allowed to quote separate prices for one or more lots. |
| F. Award of Contract | |
| ITB 46.2 | Within Fifteen (15) days of receipt of the notification for the contract signing, the supplier shall sign, date and submit the Contract Agreement to the Dzongkhag Administration, Tsirang . |
| ITB 47.1 | Within Fifteen (15) working days of receipt of the notification of award, the supplier shall submit the Performance Security in accordance with the GCC 19.1 |
| | |
| | |

Section III. Evaluation and Qualification Criteria

1. Evaluation Criteria (ITB Sub-Clause 39.3 (e))
2. Multiple Contracts (ITB Sub-Clause 39.6)
3. Postqualification Requirements (ITB Sub-Clause 41.2)

1. Evaluation Criteria (ITB 39.3 (e))

The Purchaser's evaluation of a Bid may take into account, in addition to the Bid Price quoted in accordance with ITB Sub-Clause 16.6, one or more of the following factors as specified in ITB Sub-Clause 39.3(e) and in the BDS referring to ITB Sub-Clause 39.3(e), using the following criteria and methodologies.

(a) Delivery Schedule. *(as per Incoterms specified in the BDS)*

The Goods are required to be delivered within the acceptable time range (after the earliest and before the final date, both dates inclusive) specified in the List of Goods and Delivery Schedule in Section VI. No credit will be given to deliveries before the earliest date, and Bids offering delivery after the final date shall be treated as non responsive. Within this acceptable period, an adjustment, as specified in BDS Sub-Clause ITB 39.3(e), will be added, for evaluation purposes only, to the Bid price of Bids offering deliveries later than the "Earliest Delivery Date" specified in Section VI, List of Goods and Delivery Schedule.

(b) Deviation in Payment Schedule.

- (i) *Bidders shall state their Bid price for the payment schedule outlined in the SCC. Bids shall be evaluated on the basis of this base price. Bidders are, however, permitted to state an alternative payment schedule and indicate the reduction in Bid Price they wish to offer for such alternative payment schedule. The Purchaser may consider the alternative payment schedule and the reduced Bid Price offered by the Bidder selected on the basis of the base price for the payment schedule outlined in the SCC. (Not Applicable)*

(c) Cost of major replacement components, mandatory spare parts, and service.

- (i) *The list of items and quantities of major assemblies, components and selected spare parts likely to be required during the initial period of operation specified in BDS Sub-Clause ITB 21.3 is in the List of Goods. An adjustment equal to the total cost of these items, at the unit prices quoted in each Bid, shall be added to the Bid Price, for evaluation purposes only.*

(d) Availability in Bhutan of spare parts and after sales services for equipment offered in the Bid.

An adjustment equal to the cost to the Purchaser of establishing the minimum service facilities and parts inventories, as outlined in BDS Sub-Clause ITB 39.3 (e), if quoted separately, shall be added to the Bid Price, for evaluation purposes only.

(e) Projected operating and maintenance costs.

Operating and maintenance costs. An adjustment to take into account the operating and maintenance costs of the Goods will be added to the Bid Price, for evaluation

purposes only, if specified in BDS Sub-Clause ITB 39.3 (e). The adjustment will be evaluated in accordance with the methodology specified in the BDS Sub-Clause ITB 39.3 (e).

(f) Performance and productivity of the equipment.

- (i) Performance and productivity of the equipment. An adjustment representing the capitalized cost of additional operating costs over the life of the plant will be added to the Bid Price, for evaluation purposes, if specified in BDS Sub-Clause ITB 39.3(e). The adjustment will be evaluated based on the drop in the guaranteed performance or efficiency offered in the Bid below the norm of 100, using the methodology specified in BDS Sub-Clause ITB 39.3 (e).

(g) Specific additional criteria

Other specific additional criteria to be considered in the evaluation, and the evaluation method, shall be detailed in BDS Sub-Clause ITB 39.3 (e)]

3. Multiple Contracts (ITB 39.6)

The Purchaser shall award multiple contracts to the Bidder that offers the lowest evaluated prices for each vehicles (one contract per Bid) and meets the postqualification criteria (this Section III, Sub-Section ITB Sub-Clause 41.2, Postqualification Requirements)

The Purchaser shall:

- (a) evaluate only prices for every vehicles or contracts that include at least the percentages of items per lot and quantity per item as specified in ITB Sub-Clause 16.7.
- (b) take into account:
- (i) the lowest-evaluated Bid for each lot; and
- (ii) the price reduction per lot and the methodology for its application as offered by the Bidder in its Bid.

4. Postqualification Requirements (ITB 41.2)

After determining the lowest-evaluated Bid in accordance with ITB Sub-Clause 40.1, the Purchaser shall carry out the postqualification of the Bidder in accordance with ITB Clause 41, using only the requirements specified. Requirements not included in the text below shall not be used in the evaluation of the Bidder's qualifications.

(a) Financial Capability

The Bidder shall furnish documentary evidence that it meets the following financial requirement(s): **Bid Security**

(b) Experience and Technical Capacity

The Bidder shall furnish documentary evidence to demonstrate that it meets the following experience requirement(s): **As per the required items by the procuring agency.**

(c) The Bidder shall furnish documentary evidence to demonstrate that the Goods it offers meet the following usage requirement(s): ***As per the technical specification mentioned for the items by the procuring agency***

Section IV. Bidding Forms

Table of Forms

Bidder Information Form..... Error! Bookmark not defined.

Joint Venture, Consortium or Association (JV/C/A) Partner Information Form..... Error! Bookmark not defined.

Bid Submission Sheet Error! Bookmark not defined.

Price Schedule Forms Error! Bookmark not defined.7

Bid Security (Bank Guarantee).....51

Manufacturer’s Authorization Error! Bookmark not defined.

Integrity Pact 54

Letter of Intent 59

Bidder Information Form

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

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

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

Page _____ of _____ pages

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

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: *[insert date of Bid submission]*

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

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

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

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda No.: *[insert the number and date of issue of each addendum]*;
- (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: *[insert a brief description of the Goods and Related Services]*;
- (c) The total price of our Bid, excluding any discounts offered in item (d) below is: *[insert the Bid Price in words and figures, indicating the various amounts and their respective currencies]*;
- (d) The discounts offered and the methodology for their application are:

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

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

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

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

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

that of all parties that comprise the Bidder if the Bidder is a JV/C/A, and the nationality each subcontractor and supplier]

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

In the capacity of _____ *[insert legal capacity of person signing the Bid Submission Sheet]*

Name: _____ *[insert complete name of person signing the Bid Submission Sheet]*

Duly authorized to sign the bid for and on behalf of: _____ *[insert complete name of Bidder]*

Dated on _____ day of _____, _____ *[insert date of signing]*

Price Schedule Forms

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

(REFER TO OUR LIST OF ITEMS)

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)]

Letter of Intent
(Letterhead paper of the Employer)

Notes on standard form of letter of Intent

This issuance of Letter of Intent (always before letter of acceptance) is the information of the selection of the bid of the successful bidder by the Employer and for providing information to other unsuccessful bidders who participated in the bid as regards the outcome of the procurement process

The Employer shall allow 10 days as described in ITB 33.2 between this letter of intent and letter of acceptance to allow aggrieved bidders to complaint the decision if they feel they have treated unfairly.

(Insert date)

To:-----[Name and address of the Supplier]

This is to notify you that, it is our intention to award the contract for your Bid dated-----
-----[Insert date] for execution of the-----
-----[Insert name of the contract and identification number, as given in the BDS/SCC]
for the Contract Price of-----[Insert amount in figure and
words and name of currency] as corrected and modified [if any corrections] in
accordance with the Instructions to Bidders.

Authorized Signature: -----

Name and Title of Signatory:-----

Name of Agency: -----

CC:

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

3. Technical Specifications

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

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

appropriate. Whenever necessary, the Purchaser shall include an additional ad-hoc bidding form (to be an Attachment to the Bid Submission Sheet), where the Bidder shall provide detailed information on such technical performance characteristics in respect of the corresponding acceptable or guaranteed values.

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

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

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

| Item No | Name of Goods or Related Service | Technical Specifications and Standards |
|----------------|---|---|
| 1 | As per the list attached which is of “ Equivalent or Higher ” will be accepted | As per the item list |
| | | |
| | | |
| | | |

Detailed Technical Specifications and Standards [whenever necessary].

[Insert detailed description of TS]

4. Inspections and Tests

The following inspections and tests shall be performed:

- *As per Brochures/Catalogues*
- *As per Sample approval by the sample checking committee, whereable applicable*

PART 3 - CONTRACT

Section VII. General Conditions of Contract

Table of Clauses

| | | |
|----|--|------------------------------|
| 1. | Definitions..... | Error! Bookmark not defined. |
| 2. | Contract Documents..... | Error! Bookmark not defined. |
| 3. | Fraud and Corruption | Error! Bookmark not defined. |
| 4 | Interpretation..... | Error! Bookmark not defined. |
| 5 | Language..... | Error! Bookmark not defined. |
| 6 | Joint Venture, Consortium or Association | Error! Bookmark not defined. |
| 7 | Eligibility..... | Error! Bookmark not defined. |
| 8 | Notices | Error! Bookmark not defined. |
| 9 | Governing Law..... | Error! Bookmark not defined. |
| 10 | Settlement of Disputes | Error! Bookmark not defined. |
| 11 | Inspections and Audit..... | Error! Bookmark not defined. |
| 12 | Scope of Supplies | Error! Bookmark not defined. |
| 13 | Delivery and Documents | Error! Bookmark not defined. |
| 14 | Supplier's Responsibilities..... | Error! Bookmark not defined. |
| 15 | Purchaser's Responsibilities..... | Error! Bookmark not defined. |
| 16 | Contract Price | Error! Bookmark not defined. |
| 17 | Terms of Payment..... | Error! Bookmark not defined. |
| 18 | Taxes and Duties..... | Error! Bookmark not defined. |
| 19 | Performance Security..... | Error! Bookmark not defined. |
| 20 | Copyright..... | Error! Bookmark not defined. |
| 21 | Confidential Information..... | Error! Bookmark not defined. |
| 22 | Subcontracting | Error! Bookmark not defined. |
| 23 | Specifications and Standards | Error! Bookmark not defined. |
| 24 | Packing and Documents..... | Error! Bookmark not defined. |
| 25 | Insurance | Error! Bookmark not defined. |
| 26 | Transportation | Error! Bookmark not defined. |
| 27 | Inspections and Tests | Error! Bookmark not defined. |

28 **Liquidated Damages**Error! Bookmark not defined.

29 **Warranty**.....Error! Bookmark not defined.

30 **Patent Indemnity**.....Error! Bookmark not defined.

31 **Limitation of Liability**Error! Bookmark not defined.

32 **Change in Laws and Regulations**.....Error! Bookmark not defined.

33 **Force Majeure**Error! Bookmark not defined.

34 **Change Orders and Contract Amendments**Error! Bookmark not defined.

35 **Extensions of Time**.....Error! Bookmark not defined.

36 **Termination**Error! Bookmark not defined.

37 **Assignment**.....Error! Bookmark not defined.

38 **Export Restriction**.....88

Section VIII. Special Conditions of Contract

The following Special Conditions of Contract (SCC) shall supplement and/or amend the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

| | |
|--------------------|---|
| 1.1 (k) | The Project Site(s)/Final Destination(s) is/are; <i>Dzongkhag Procurement Section [Store], Gewog Office and Schools of Tsirang Dzongkhag and project sites of De-suung Office.</i> |
| 1.1 (l) | The Purchaser is: <i>Dzongkhag Administration, Gewog Office, Schools of Tsirang Dzongkhag and Desuung Office Tsirang.</i> |
| GCC 4.2 (a) | The meaning of the trade terms shall be as prescribed by Incoterms. If the meaning of any trade term and the rights and obligations of the parties thereunder shall not be as prescribed by Incoterms, they shall be as prescribed by: <i>[exceptional; refer to other internationally accepted trade terms]</i> |
| GCC 4.2 (b) | The version of Incoterms shall be: <i>2015 version of International of Chamber of Commerce</i> |
| GCC 5.1 | The language shall be: <i>English</i> |
| GCC 8.1 | For <u>notices</u> , the addresses shall be: For the Purchaser: Attention: Dzongkhag Procurement Officer Address: <i>Dzongkhag Administration, Tsirang</i> Telephone: 06-471355 (Call during office hours) Facsimile number: 06-471355 E-mail address: <i>ktshering@tsirang.gov.bt</i> |
| GCC 9 | The governing law shall be the law of the Kingdom of Bhutan. |
| GCC 10.2 | The rules of procedure for arbitration proceedings pursuant to GCC Sub-Clause 10.2 shall be as follows: |
| | (b) Contract with a Bhutanese Supplier: In the case of a dispute between the Purchaser and a Bhutanese Supplier, the dispute shall be referred to adjudication or arbitration in accordance with the |

| | |
|-----------------|--|
| | laws of Bhutan. |
| GCC 16.2 | The prices charged for the Goods supplied and the related Services performed “shall not” be adjustable. |
| | <p>Payment for Goods and services supplied from within Bhutan:</p> <p>Payment for the Goods and Services supplied shall be made in Bhutanese Ngultrum (BTN), as follows :</p> <p>Payment will be made upon final delivery of goods up to the full satisfaction of concern Sector/Office.</p> |
| GCC 17.5 | <p>The payment delay period after which the Purchaser shall pay interest to the supplier shall be <i>as per Financial Rules & Regulations (FRR)</i>.</p> <p>The interest rate that shall be applied is <i>as per Financial Rules & Regulations (FRR)</i>.</p> |
| GCC 19.1 | The amount of the Performance Security shall be: 50000.00 |
| GCC 19.3 | <p>The types of acceptable Performance Securities are:</p> <ul style="list-style-type: none"> (i) <i>Unconditional bank guarantee issued by financial institution located in Bhutan and acceptable to the Purchaser, in the form provided for in the Contract or in any other form acceptable to the Purchaser, or</i> (ii) <i>Cash warrant, or</i> (iii) <i>Demand draft.</i> |
| GCC 19.4 | Discharge of Performance Security shall take place: At the end of contract period or after audited by the Royal Audit Authority. |
| GCC 26.1 | Responsibility for transportation of the Goods: <i>“The Supplier is required under the Contract to transport the Goods to a specified place of final destination within Bhutan, defined as the Project Site. Transport to such place of destination in Bhutan, including insurance and storage as shall be specified in the Contract, shall be arranged by the transporter, and related costs shall be included in the Contract Price”; or any other agreed upon trade terms. The transporter shall be strictly accountable and responsible for safe handling of the goods to be delivered to the destination.</i> |
| GCC 27.1 | The inspections and tests shall be: <i>as indicated in Section VI “Schedule of Supply- Inspections and Test”, of the bidding document</i> |
| GCC 27.2 | Inspections and tests shall be conducted at: The place of delivery of goods as mentioned in the supply order. |

| | |
|--------------------------|--|
| GCC 28.1 | The liquidated damages shall be: 0.1% Per day of the total amount in the work order if delay is not due to force majeure. |
| GCC 28.1 | The maximum amount of liquidated damages shall be: 10% |
| GCC 29.5 and 29.6 | The period for repair or replacement shall be: 14 days . |

Section IX. Contract Forms

Table of Forms

Contract Agreement..... 94

Performance Security 96

Bank Guarantee for Advance Payment 97

Contract Agreement

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

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

BETWEEN

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

WHEREAS the Purchaser invited Bids for certain Goods and ancillary services, viz., *[insert brief description of Goods and Services]* and has accepted a Bid by the Supplier for the supply of those Goods and Services in the sum of *[insert Contract Price in words and figures, expressed in the Contract currency/ies]* (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall constitute the Contract between the Purchaser and the Supplier, and each shall be read and construed as an integral part of the Contract, viz.:
 - (a) This Contract Agreement;
 - (b) The Special Conditions of Contract;
 - (c) The General Conditions of Contract;
 - (d) Technical Requirements (including Schedule of Supply and Technical Specifications);
 - (e) The Supplier’s Bid and original Price Schedules;
 - (f) The Purchaser’s Notification of Award of Contract;
 - (g) The form of Performance Security;
 - (h) The form of Bank Guarantee for Advance Payment;
 - (i) *[insert here any other document(s) forming part of the Contract]*

3. This Contract shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.

4. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

5. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Related Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of Bhutan on the day, month and year indicated above.

For and on behalf of the Purchaser

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

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

For and on behalf of the Supplier

Signed: *[insert signature of authorized representative(s) of the Supplier]*
in the capacity of *[insert title or other appropriate designation]*

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

[illegible]

[illegible]

| | | | | | | | | | | | | | | | | |
|----|--------|------------------------|--------|--|--|--|--|--|--|--|--|--|--|--|--|--|
| | mphu | | KM | | | | | | | | | | | | | |
| 16 | Damphu | Rangthangling | Per KM | | | | | | | | | | | | | |
| 17 | Damphu | Zulpheygon | Per KM | | | | | | | | | | | | | |
| 18 | Damphu | Barshong | Per KM | | | | | | | | | | | | | |
| 19 | Damphu | Mendrelgong | Per KM | | | | | | | | | | | | | |
| 20 | Damphu | Dhupi | Per KM | | | | | | | | | | | | | |
| 21 | Damphu | Thangrey | Per KM | | | | | | | | | | | | | |
| 22 | Damphu | Khuchikhol a | Per KM | | | | | | | | | | | | | |
| 23 | Damphu | salamai pry. school | Per KM | | | | | | | | | | | | | |
| 24 | Damphu | Shemjong | Per KM | | | | | | | | | | | | | |
| 25 | Da | Doonglagan | Per | | | | | | | | | | | | | |

[illegible]

[illegible]

[illegible]

[illegible]

| Sl.No | Vehicle | Rate in Figure | Payment | Rate In Figure | Payment | Rate in Figures | Payment |
|-------|--|----------------|----------|----------------|---------|-----------------|----------|
| 1 | Truck | | Per Hour | | Per Day | | NA |
| 2 | DCM | | Per Hour | | Per Day | | NA |
| 3 | Bolero Single cabin with 4 X 4 Wheel Drive | | Per Hour | | Per Day | | NA |
| 4 | Bolero Single cabin normal | | Per Hour | | Per Day | | NA |
| 5 | Tripper | | Per Hour | | Per Day | | NA |
| 6 | JCB | | Per Hour | | Per Day | | NA |
| 7 | Exacuvator PC 200 and Above | | Per Hour | | Per Day | | Per Acre |
| 8 | Wheel Excavator | | Per Hour | | Per Day | | Per Acre |
| 9 | Back Hoe Loader | | Per Hour | | Per Day | | Per Acre |