# STANDARD BIDDING DOCUMENT

# Procurement of Goods

## BHUTAN LOTTERY LIMITED

*(Responsible Gaming Organization)*

**Supply of Promotional Items *(Pen, Umbrella, Diary and Calendar)***

# PREFACE

One of the primary mandates and powers vested in the Ministry of Finance, as stipulated under Section 104(i) of the Public Finance (Amendment) Act of Bhutan 2012, is to issue rules, manuals, directives, instructions, or notifications to ensure an equitable, transparent, competitive, and cost-effective procurement system in the country. In line with this mandate, the Standard Bidding Document (SBD) for the Procurement of Goods (Above Nu. 0.500 Million) 2025 has been drafted as an implementing document under the Procurement Rules and Regulations 2025.

In exercise of the powers conferred under Section 104(i) of the Public Finance (Amendment) Act of Bhutan 2012, the Ministry of Finance hereby adopts the Standard Bidding Document (SBD) for the Procurement of Goods (Above Nu. 0.500 Million) 2025, as endorsed during the 9th Policy and Planning Coordination Meeting held on 12 May 2025. The revised SBD shall come into effect from 1st July 2025.

Any queries, clarification, interpretation on this standard bidding document contact:

Procurement Management and Development Division
Department of Procurement and Properties
Ministry of Finance
Email – pmdd@mof.gov.bt
Contact – 336962

**Invitation for Bids (IFB)**

1. The *[**Bhutan Lottery Limited**]* now invites sealed Bids from eligible and qualified Bidders for ***[Invitation of Bids for Supply of Promotional Items (Pen, Umbrella, Diary and Calendar)]***.

2. Bidding will be conducted through the ***[*International/National*]*** Competitive Bidding procedures specified in the RGoB Procurement Rules and Regulations, and is open to all Bidders from Countries as defined in Section III of the Bidding Documents.

3. Interested eligible Bidders may obtain further information from ***[Bhutan Lottery Limited, Administrative Section, contact details: 05-253089]*** and inspect the Bidding Documents at the address given below [state address at end of this IFB] ***[ during office hours]***

4. The Bidding Documents will be sent by ***[hand].*** The Bidding Documents may be downloaded free of cost from the website *[corporate.bll.bt]*.

5. All Bids shall be accompanied by a Bid Securing Declaration.

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# SECTION I: INSTRUCTION TO BIDDERS

## A. General

### 1. Scope of Bid and Source of Funds

1. The Procuring Agency, as indicated in the Bid Data Sheet (BDS), issues this Bidding Document for the supply of Goods and Related Services specified in the Schedule of Supply. The name, identification number, and number of lots within this procurement are provided in the BDS.

2. Throughout this Bidding Document:

   (a) the term "in writing" means communicated in written form (e.g.; by mail, electronic mail);

   (b) if the context so requires, "singular" means plural" and vice versa; and

   (c) "day" means calendar day.

3. This Instruction to Bidders shall not be part of the Contract and shall cease to have effect once the Contract is signed. The Invitation for Bids issued by the Procuring agency is not part of the Bidding Documents.

4. This Standard Bidding Documents (SBD) shall be used with minimum changes as necessary to address project specific conditions. Reasons for changes, if any, shall be documented and submitted for approval from the Head of the Procuring Agency.

### 2. Corruption

1. It is the policy of the Royal Government of Bhutan (RGoB) to uphold and promote the highest ethical standards by all Procuring Agencies and Bidders throughout the entire procurement process. All parties involved are expected to conduct themselves with integrity, transparency, and accountability at all times.

2. Compliance with the terms and conditions set forth in the Integrity Pact, as included in the Bidding Documents, is mandatory. Any breach of the Integrity Pact shall be considered a serious violation and may result in disqualification, termination of contract, or other legal consequences.

3. All instances or suspicions of corruption, fraud, collusion, or coercive practices in the procurement process must be promptly reported to the Anti-Corruption Commission (ACC) of Bhutan. Such matters shall be subject to investigation and necessary action in accordance with the Anti-Corruption Act of Bhutan and other applicable laws.

## 3. Eligible Bidders

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

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

   (a) are associated, or have been associated in the past, with a firm or any of its affiliates which has been engaged by the Procuring agency to provide consulting services for the preparation of the design, specifications and/or other documents to be used for the procurement of the Goods to be purchased pursuant to these Bidding Documents;

   (b) employ or otherwise engage, either directly or through any of their affiliates, a spouse, dependent or close relative of a public servant of the RGoB who either is employed by the Procuring Agency or has an authority over it. For the purposes of this Sub-Clause a close relative is defined as immediate family which includes father, mother, brother, sister, spouse and own children;

   (c) they have at least one controlling partner in common;

   (d) they receive or have received any direct or indirect subsidy from either party;

   (e) they have the same authorized legal representative for purposes of this Bid;

   (f) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Procuring agency regarding this bidding process;

3. Government-owned enterprises in Bhutan shall be eligible only if they can establish that they (i) are legally and financially autonomous, (ii) operate under commercial law, and (iii) are not a dependent agency (directly or indirectly) of the Procuring agency.

## 4. Exclusion of Bidders

1. A Bidder shall be excluded from participating in this bidding process under the following circumstances:

   (a) has been debarred for general causes prescribed in the Debarment Rules;

   (b) has not fulfilled his contractual obligations with the Employer in the past and shall be excluded from participating in the tender for a maximum period of two years; or

   (c) Any other predetermined circumstances as deemed necessary by the procuring agency.

## 5. Eligible Goods and Related Services

1. All the Goods and Related Services to be supplied under the Contract may have their origin in any country in accordance with ITB 3.1- Eligible Countries and if so required shall comply with requirements specified in the BDS.

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, commissioning, training, and initial maintenance.

3. The term "origin" means the country where the Goods have been mined, grown, cultivated, produced, manufactured or processed; or, through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.

## B. Contents of Bidding Documents

## 6. Contents of Bidding Document

1. The Bidding Documents consist of all the Sections indicated below, and should be read in conjunction with any Addenda issued in accordance with ITB Clause 8.

   - Section I. Instructions to Bidders (ITB)
   - Section II. Bid Data Sheet (BDS)
   - Section III. Evaluation & Qualification Criteria
   - Section IV. Schedule of Supply, Technical Specifications and Drawings.
   - Section V. Bidding Forms
   - Section VI. General Conditions of Contract (GCC)
   - Section VII. Special Conditions of Contract (SCC)
   - Section VIII. Contract Form.

## 7. Clarification of Bidding Documents

1. A prospective Bidder requiring any clarification of the Bidding Documents may notify the Procuring Agency in writing or electronic mail at the Procuring Agency's address indicated in the BDS. The Procuring Agency shall respond to any request for clarification received no later than 7 (seven) days before submission of bids for Open Tendering Method and 2 (two) days before submission of bids for LTM. Copies of the Procuring Agency's response shall be forwarded to all bidders of the Bidding Documents, including a description of the inquiry, but without identifying its source. Should the clarification result in changes to the essential elements of the Bidding Documents, the Procuring Agency shall amend the Bidding Documents, following the procedure in ITB Clause 8.

2. Pre-bid meetings, if necessary, shall be conducted to clarify doubts and concerns of the bidders prior to submission of bids based on the nature and complexity of the project. The Minutes/ decision of the pre-bid meeting shall be circulated to all participating Bidders without delay. Any modification of the Bidding Documents listed in Sub-Clause 8.1 which may become necessary as a result of the pre-bid meeting shall be made by the Procuring Agency exclusively through the issue of an Addendum pursuant to Clause 8 and not through the minutes of the pre-bid meeting.

3. Non-attendance of the pre-bid meeting will not be a cause for disqualification of a bidder.

## 8. Amendment of Bidding Documents

1. Before the deadline for submission of bids, the Procuring Agency may modify the Bidding Documents by issuing addenda.

2. Any addendum thus issued shall be part of the Bidding Documents, shall be binding on all Bidders and shall be communicated in writing to all bidders.

3. If the addendum issued has an substantial impact to the bidder in submitting the bids, the Procuring Agency shall extend, as necessary, the deadline for submission of Bids, in accordance giving the prospective Bidders reasonable time for preparing their Bids.

## C. Qualification Criteria

## 9. Experience, Financial, and technical capacity

1. The Procuring Agency may, where relevant specify the following criteria as part of qualification criteria. However, the Procuring Agency should avoid designing criteria to favour a particular supplier.

    a. minimum number of years of experience in the supply of goods and related services if so specified in the BDS;
    b. specific experience in the supply of similar goods and related services if so specified in the BDS;
    c. Minimum level of financial capacity if so specified in the BDS;
    d. minimum production capacity or availability of the equipment if so specified in the BDS; or
    e. any other criteria relevant criteria in the BDS.

## D. Preparation of Bids

### 10. Cost of Bidding

1. The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Procuring Agency shall not be responsible or liable for those costs, regardless of the conduct or outcome of the Bidding process.

### 11. Language of Bid

1. All documents relating to the Bid shall be in the language specified in the BDS.

### 12. Documents Comprising the Bid

1. The Bid shall comprise the following:

   (a) Bid Submission Sheet and the applicable Price Schedules;
   (b) Bid Securing Declaration;
   (c) Written confirmation authorizing the signatory of the Bid to commit the Bidder;
   (d) Documentary evidence establishing the Bidder's eligibility to bid;
   (e) Documentary evidence that the Goods and Related Services to be supplied by the Bidder are of eligible origin;
   (f) Documentary evidence in accordance with ITB Clauses 15 and 27 that the Goods and Related Services conform to the Bidding Documents;
   (g) Documentary evidence in accordance with ITB Clause 16 establishing the Bidder's qualifications to perform the contract if its Bid is accepted;
   (h) Documentary evidence or certified statements that the Bidder is not in any of the exclusion categories stipulated in ITB Sub- Clause 4.1;
   (i) Integrity Pact Statement,; and
   (j) Any other document required in the BDS.

2. In addition to the requirements under ITB12.1, Bids submitted by a JV shall include a copy of the Joint Venture Agreement entered into by all members. Alternatively, a letter of intent to execute a Joint Venture Agreement in the event of a successful Bid shall be signed by all members and submitted with the Bid, together with a copy of the proposed Agreement.

### 13. Bid Prices

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

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

3. 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.

4. 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 V Bidding Forms.

5. For Related Services, the price inclusive of any applicable taxes to convey the Goods from the named place of destination to their final destination (Project site) specified in BDS.

6. Bids are being invited for individual items, lots or packages as indicated in BDS 30.3 (a). 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.

**14. Currencies of Bid**

1. The unit rates and prices shall be quoted by the Bidder entirely in Ngultrum (Nu). Foreign currency requirements shall be indicated and shall be payable at the option of the Bidder in up to three foreign currencies. In case of International procurement, bidders may express the unit rates and prices in fully convertible currency. If the bidders wish to be paid in a combination of amounts in different currencies, it may quote its price accordingly up to three foreign currencies.

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.

3. Bids shall be evaluated as quoted in Ngultrum (Nu.) in accordance with ITB Sub-Clause 14.1, unless a Bidder has used different exchange rates than those prescribed in ITB Sub-Clause 14.2, in which case the Bid shall be first converted into the amounts payable in different currencies using the rates quoted in the Bid and then reconverted to Ngultrum (Nu.) using the exchange rates prescribed in ITB Sub-Clause 14.2.

## 15. Documents Establishing conformity of the Goods and Related Services

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.

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.

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 Procuring agency.

4. Standards for workmanship, process, material and equipment, as well as references to brand names or catalogue numbers specified by the Procuring agency 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 Procuring agency's satisfaction that the substitutions ensure equivalence or are superior to those specified in the Schedule of Supply.

## 16. Documents Establishing the Qualifications of the Bidder

1. The documentary evidence of the Bidder's qualifications to perform the contract if its Bid is accepted shall establish to the Procuring agency'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.

## 17. Margin of Preference

1. A margin of preference may apply to domestic goods manufactured in Bhutan as provided for in the BDS. To avail a margin of preference, the bidder shall provide a value addition certificate from the Ministry of Industry, Commerce and Employment. The evaluation shall be carried out as per Section III- Evaluation and Qualification Criteria.

## 18. Bid Validity

1. Bids shall remain valid for the period specified in the BDS.

2. In exceptional circumstances, the Procuring Agency may request that the Bidders extend the period of validity for a specified additional period. The request and the Bidders responses shall be made in writing or by electronic mail. A Bidder may refuse the request without forfeiting the Bid Security. The refusal to extend the bid by the Bidder will make the bid invalid and shall not be further considered for evaluation and award.

## 19. Bid Securing Declaration

1. In lieu of a Bid Security, the Procuring Agency may instruct bidders to sign a Bid Securing Declaration in the form provided in the bidding documents accepting that they will be required to pay bid security amount specified in the BDS within five (5) days, if:

   (a) they withdraw or modify their Bids during the period of validity;
   (b) a bidder fails to accept the arithmetical corrections of its bid price; or
   (c) they are awarded the contract and they fail to sign the contract, or to submit a performance security before the deadline defined in the bidding document.

2. Failure to pay as provided in ITB 19.1 will lead to debarment of the bidder from being eligible to submit bids for contracts with all the government procuring agencies for the period prescribed in the Debarment Rules.

## 20. Format and Signing of Bids

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 copies of the Bid, in the number specified in the BDS, and clearly mark them "COPY." In the event of any discrepancy between the original and the copies, the original shall prevail.

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.

3. Any interlineations, erasures or overwriting shall be valid only if they are signed or initialed by the person signing the Bid.

### E. Submission and Opening of Bids

## 21. Sealing and Marking of Bids

1. Bidders may always submit their Bids by mail or by hand. The Bidder shall seal the original and all copies of the Bid, in separate inner envelopes contained within one outer envelope. All envelopes shall be sealed with adhesive or other sealant to prevent reopening.

2. The inner envelopes shall be signed across their seals by the person authorized to sign the bid on behalf of the Bidder; and be marked "ORIGINAL" and "COPIES".

3. The outer envelope shall be sealed with adhesive or other sealant to prevent reopening, be marked "Confidential"; be addressed to the Procuring Agency at the address provided in the BDS; bear the name and identification number of the Contract as defined in the BDS and SCC; and provide a warning not to open before the specified time and date for Bid opening.

4. 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.

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

## 22. Deadline for Submission of Bids

1. Bids shall be delivered to the Procuring Agency at the address specified above no later than the time and date specified in the BDS.

2. The Procuring Agency may extend the deadline for submission of Bids by issuing an amendment, in which case all rights and obligations of the Procuring Agency and the Bidders previously subject to the original deadline shall then be subject to the new deadline.

## 23. Withdrawal, Substitution and Modification of Bids

1. Bidders may withdraw, substitute or modify their Bids by giving notice in writing before the deadline of submission of Bids.

2. Each Bidder's withdrawal, substitution or modification notice shall be prepared, sealed, marked and delivered, with the outer and inner envelopes additionally marked "WITHDRAWAL", "SUBSTITUTION" or "MODIFICATION" as appropriate.

3. No Bid may be withdrawn, substituted or modified after the deadline for submission of Bids.

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, may result in the forfeiture of the Bid Security. If the bidder fails to pay the bid security amount within the said date, the bidder shall be debarred by a competent authority as per law.

## 24. Bid Opening

1. The Procuring agency shall conduct the Bid Opening in public, in the presence of Bidders` designated representatives who choose to attend, and at the address, date and time specified in the BDS. Bid opening shall take place on the same day immediately following the deadline for the submission of bids.

2. 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 readout at Bid Opening. Envelopes marked "MODIFICATION" shall be opened and readout 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 readout at Bid Opening shall be considered further.

3. All other envelopes shall be opened one at a time. The Bidders' names, the Bid prices, the total amount (or lot-wise) of each Bid, Bid withdrawals, substitutions or modifications, the presence or absence of Bid Security, responses to any Bidding Documents addenda, and such other details as the Procuring agency may consider appropriate shall be announced by the Procuring agency at the Bid Opening. This information 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. Substitution Bids and modifications submitted pursuant to ITB Clause 23 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.

4. The Procuring Agency shall prepare Minutes of the Bid opening, including the information disclosed to those present using the Records of Bid Opening form.

5. 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.

## F. Evaluation of Bids

### 25. Confidentiality

1. Information relating to the examination, clarification, evaluation and comparison of bids and recommendations for the award of a contract shall not be disclosed to Bidders or any other persons not officially concerned with such process until publication of the award to the successful Bidder has been announced. Any effort by a Bidder to influence the Procuring Agency's processing of Bids or award decisions may result in the rejection of his Bid.

### 26. Clarification of Bids

1. To assist in the examination, evaluation and comparison of bids, the Procuring Agency may, at the Procuring Agency's discretion, ask any Bidder for clarification of the Bidder's Bid, including breakdowns of unit rates. The request for clarification and the response shall be in writing, including by electronic mail, but no change in the price or substance of the Bid shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the Procuring Agency in the evaluation of the Bids.

### 27. Responsiveness of Bids

1. The Procuring agency's determination of a Bid's responsiveness shall be based on the contents of the Bid itself, and is to determine which of the Bids received are responsive and thereafter to compare the responsive Bids against each other to select the best evaluated Bid.

2. A substantially responsive Bid is one that conforms to all the terms, conditions and specifications of the Bidding Documents without material deviation, reservation or omission. A material deviation, reservation or omission is one that:

   (a) Affects in any substantial way the scope, quality or performance of the Goods or Related Services required;
   (b) limits in any substantial way inconsistent with the Bidding Documents, the Procuring agency's rights or the Bidder's obligations under the Contract; or
   (c) if rectified would unfairly affect the competitive position of other Bidders presenting responsive Bids.
   (d) If a Bid is not substantially responsive to the Bidding Documents it shall be rejected by the Procuring agency and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation or omission.

## 28. Non-conformities, Errors and Omissions

1. Provided that a Bid is substantially responsive, the Procuring Agency may waive any non-conformities or omissions in the Bid that do not constitute a material deviation.

2. Provided that a Bid is substantially responsive, the Procuring agency may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify non-material non-conformities or omissions in the Bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.

3. Provided that the Bid is substantially responsive, the Procuring Agency shall correct arithmetical errors on the following basis:

   (a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit prices shall prevail and the line item total shall be corrected, unless in the opinion of the Procuring agency there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected;

   (b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and

   (c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to ITB Sub-Clauses 28.3 (a) and (b) above.

4. If the Bidder that submitted the best evaluated Bid does not accept the correction of errors, its Bid shall be disqualified and its Bid Security shall be forfeited.

## 29. Conversion to Single Currency

1. For evaluation and comparison purposes, the Procuring Agency shall convert all Bid prices expressed in amounts in various currencies into a single currency using the exchange rates specified in the BDS.

## 30. Evaluation of Bids

1. The Procuring Agency shall evaluate each Bid that has been determined, up to this stage of the evaluation to be substantially responsive.

2. To evaluate a Bid, the Procuring agency shall only use all the factors, methodologies and criteria defined in this bidding document. No other criteria or methodology shall be permitted.

3. To evaluate a Bid, the Procuring Agency shall consider the following:

   (a) evaluation shall be done for Items or Lots, as specified in the BDS;
   (b) the Bid Price, as quoted in accordance with ITB Clause 13;
   (c) adjustments due to the application of a margin of preference, in accordance with ITB Clause 17, if applicable.

(d) price adjustment for correction of arithmetic errors in accordance with ITB Clause 28.3;
(e) adjustments due to the application of the evaluation criteria specified in the BDS from amongst those set out in Section III, Evaluation and Qualification Criteria.

4. The Procuring agency's evaluation of a Bid may require the consideration of other factors in addition to the Bid Price quoted in accordance with ITB Clause 13. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of Bids, unless otherwise specified in Section III, Evaluation and Qualification Criteria. The factors, criteria and the methodology of application shall be as specified in ITB Sub-Clause 30.3 (e).

5. If so specified in the BDS, these Bidding Documents shall allow Bidders to quote separate prices for one or more lots, and shall allow the Procuring agency to award one or multiple lots to more than one Bidder. The methodology of evaluation to determine the lowest evaluated lot combinations is specified in Section III, Evaluation and Qualification Criteria.

6. Missing/ Expired/ incomplete submission of documents like trade license, tax clearance certificate along with the bid should not become a rejection criteria, these do not include documents having bearing in the evaluation. The bidder should be given an opportunity to submit such documents during evaluation within a reasonable time specified by the evaluation committee, failing which the bid will be treated non-responsive.

7. The Procuring Agency shall ensure that the Best Evaluated Bid price is consistent and reasonable with the current market prices. If the prices are unreasonable compared to prevailing market prices, the Procuring Agency may reject the bid.

**31. Abnormally Low/ high Bid**

1. An Abnormally Low/ high Bid is one where the Bid price, in combination with other constituent elements of the Bid, appears unreasonably low or high to the extent that the Bid price raises material concerns as to the capability of the Bidder to perform the Contract for the offered Bid price or Before proceeding to further analysis, the Procuring agency shall revisit their departmental estimate to ensure its realistic comparison to the prevailing market rates.

2. After revisiting the departmental estimate, if the procuring agency determines that the bid offered by the bidder is 20% below or above the agency estimate, the procuring agency shall seek written clarification from the Bidder, including a detailed price analysis of its Bid price in relation to the subject matter of the contract, scope, delivery schedule, allocation of risks and responsibilities and any other requirements of the bidding document.

3. After evaluation of the price analyses, in the event that the Purchaser determines that the Bidder has failed to demonstrate its capability to perform the contract for the offered Bid price, the Purchaser shall reject the Bid.

## 32. Seriously unbalanced or Frontloaded Bids

1. If the Bid that is evaluated as the best evaluated bid is, in the Procuring agency's opinion, seriously unbalanced, the Procuring agency may require the Bidder to provide written clarifications. Clarifications may include detailed price analyses to demonstrate the consistency of the Bid prices with the scope of works, proposed methodology, schedule and any other requirements of the bidding document.

2. After the evaluation of the information and detailed price analyses presented by the Bidder, the Procuring agency may as appropriate:

   (a) accept the Bid and require that the amount of the frity be increased at the expense of the Bidder to a level not exceeding twenty percent (20%) of the initial Contract price in addition to ten percent (10%) of the Performance Security; or
   (b) reject the Bid.

## 33. Procuring Agency's Right to Accept any Bid and to Reject any or all Bids

1. The Procuring Agency reserves the right to accept or reject any Bid, reject all Bids, or to cancel the Bidding process, at any time prior to the Award of Contract, without thereby incurring any liability to the affected Bidders, the Bidder(s) shall however be informed with the justified reason(s) for cancellation or rejection.

# G. Award of Contract

## 34. Award Criteria

1. The Procuring agency shall award the Contract to the Bidder whose offer has been determined to be the Best Evaluated Bid and is substantially responsive to the Bidding Documents.

## 35. Tie- Bids:

1. In the event of a tie in bid prices among two or more bidders, the Procuring Agency may adopt the measures to determine the award as specified in BDS.

## 36. Letter of Intent to Award and standstill period

1. The Procuring Agency shall notify the concerned Bidder whose Bid has been selected in writing (hereafter called the "Letter of Intent") that the Procuring Agency has intention to accept its Bid and the copy of this information shall be given to all other Bidders who have submitted the Bids. Such notification should be communicated in writing, to all the Bidders on the same day of dispatch.

2. If no Bidder submits complaint pursuant within a period of five (5) days of receipt of the letter of intent for Open Tendering Method and within (2) days for Limited Tendering Method, the Bidder whose Bid has been accepted shall be notified in writing of the award by the Procuring Agency prior to expiration of the Bid validity period. This notification letter (hereinafter called the "Letter of Acceptance") shall state the sum that the Procuring Agency shall pay the Contractor in consideration of the execution, completion and maintenance of the Works by

the Contractor as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price").

## 37. Performance Security

1. Within seven (7) working days after receipt of the Letter of Acceptance the successful Bidder shall deliver to the Procuring Agency a Performance Security in the amount stipulated in the GCC and in any of the following security form:

   (a) unconditional bank guarantee in the form provided for in Section IX, Contract Forms, or another form acceptable to the Procuring agency;

   (b) banker's certified cheque/ cash warrant; or

   (c) demand draft.

2. If the Performance Security is provided by the successful Bidder in the form of a Bank Guarantee, it shall be issued, at the Bidder's option, by a financial institution located in Bhutan.

3. The Performance Security shall be valid until thirty (30) days following the date of completion of the Suppliers performance obligations under the contract, including any warranty obligations.

4. Failure of the successful Bidder to comply with the requirements shall constitute sufficient grounds for cancellation of the award and forfeiture of the Bid Security.

## 38. Letter of Acceptance and Signing of Contract

1. Upon the furnishing by the successful Bidder of the Performance Security, the Procuring Agency shall notify and shall publish a notification of award on the Procuring Agency's website. The notifications shall include the following information:

   (a) the Bid and lot numbers;

   (b) name of the winning Bidder, and the Price it offered, as well as the duration and summary scope of the contract awarded; and

   (c) the date of the award decision.

2. The Letter of Acceptance shall constitute the formation of the Contract, subject to the Bidder furnishing the Performance Security and signing the Contract. It shall be accompanied by two originals of the Contract. The Contract shall incorporate all agreements between the Procuring Agency and the successful Bidder. It shall be signed by the Procuring Agency and sent to the successful Bidder with the Letter of Acceptance.

3. Within seven (7) working days of receipt, the successful Bidder shall furnish performance security and sign the Contract and deliver it to the Procuring Agency

## 39. Issuance of Supply Order

1. After the signing of contract, the supply order for one-time purchases shall be sent within five (5) working days after signing of contract. However, for framework contracts supply order can be issued as and when required.

## 40. Debriefing by the Procuring Agency

1. On receipt of the Procuring Agency's Letter of Intention to Award, an unsuccessful Bidder has five (5) days to make a written request to the Procuring Agency for a debriefing. The Purpose of debriefing is to inform the aggrieved Bidder of the reasons for lack of success, pointing out the specific shortcomings in its Bid without disclosing contents of other Bids.

2. Where a request for debriefing is received within the deadline, the Procuring Agency shall provide a debriefing within five (5) days.

3. The Procuring Agency shall discuss only such Bid and not the Bids of other competitors. The debriefing shall not include point-by-point comparisons with another Bid; and information that is confidential or commercially sensitive to other Bidders.

## 41. Complaint and Review

1. If the Bidder has or is likely to suffer, loss or injury due to breach of a duty imposed on the Procuring Agency by the provisions of this Bidding Document, the Bidder shall submit the complaint in writing to the Procuring Agency within five (5) days for Open Tendering Method and two (2) days for Limited Tendering Method from the date of Letter of Intent to Award.

2. The Head of Procuring Agency shall, within Five (5) days after the submission of the complaint, issue a written decision.

3. The aggrieved bidder must submit a detailed grievance along with all supporting documents at once. The procuring agency, while reviewing the grievance, must ensure a proper evaluation and issue a timely decision. No further correspondence will be entertained from either party.

4. The Bidder may appeal to the Independent Review Body within three (3) days of the decision of the Head of the Procuring Agency or, where no such decision has been taken, within Eleven (11) days of the original complaint and the copy of the appeal shall be given to Procuring Agency on the same day.

5. Once the appeal copy is received by the Procuring Agency, it shall not proceed further with the procurement process until receipt of notification from the Independent Review Body Secretariat.

## SECTION II- BID DATA SHEET

| ITB Clause | Amendment of, and Supplements to, Clauses in the Instructions to Bidders |
|---|---|
| | **A. INTRODUCTION** |
| ITB 1.1 | The Procuring Agency is: ***[Bhutan Lottery Limited]*** |
| ITB 1.1 | The name, identification number and number of lots within this procurement are: ***[Invitation of Bids for Supply of Promotional Items (Pen, Umbrella, Diary and Calendar)]*** |
| ITB 3.1 | Category of trade License eligible for this bidding process is: ***[Valid Trade License]*** |
| ITB 3.1 | *The following countries are excluded from this bidding* ***[Not Applicable]*** |
| ITB 4.1(c) | Any additional predetermined circumstances **[*None*]** |
| ITB 5.1 | All goods and related services to be supplied under the contract shall comply with…… ***[Not Applicable]*** |
| | **B. BIDDING DOCUMENTS** |
| ITB 7.1 | For **clarification of Bid purposes** only, the Procuring agency's address is:<br>Attention: *[Manager, Administration]*<br>Address: *[Bhutan Lottery Limited]*<br>*PABX number: [05-253089]* E-mail address: *[karmachophel@bll.bt]* |
| ITB 7.1 | Pre-Bid Meeting shall be *[conducted prior to bid submission date, if required]* |
| | **C. QUALIFICATION CRITERIA** |
| ITB 9.1(a) | The minimum number of years of experience in the supply of goods and related services is: ***[Preference will be given to those who have experience in related works]*** |
| ITB 9.1(b) | The specific experience in the supply of similar goods and related services is: ***[Preference will be given to those who have experience in related works]*** |
| ITB 9.1(c) | The minimum amount of financial resources is Nu. ***[Not Applicable]*** |

| | |
|---|---|
| ITB 9.1(d) | The minimum production capacity or availability of equipment is: ***[Not Applicable]*** |
| ITB 9.1(e) | Any other criteria relevant criteria ***[ITB 30.3 (a)]*** |
| **D. PREPARATION OF BIDS** | |
| ITB 11.1 | The language of the Bid is: ***[English]*** |
| ITB 12.1 (j) | The Bidder shall submit with its Bid the following additional documents:<br>*i. Relevant registered Trade License*<br>*i. Tax Clearance Certificate*<br>*ii. ISO Certification, if applicable*<br>*iii. Supporting documents for ITB 9.1 (a) & (b)*<br>*iv. One sample of each product item as per the specifications*<br>*v. In addition to the original of the Bid, the number of copies is: [One number of copy is required].* |
| ITB 13.3 | The Incoterms edition is: *[insert year of current edition]* |
| ITB 14.1 (j) | The bidders shall submit a signed Integrity Pact: [Yes] |
| ITB 15.5 | The final destination (Project Site) is: **[*Bhutan Lottery Limited, Phuentsholing]*** |
| ITB 14.5 | 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 15.3 | The period of time for which the Goods are expected to be functioning (for the purpose of spare parts, special tools, etc) is ***[Not Applicable].*** |
| ITB 16.1 (a) | Manufacturer's authorization *[ "is "]* required, if applicable |
| ITB 16.1 (b) | After sales maintenance, repair, spare parts stocking and related services *["are"]* required, and the Bidder therefore *["is"]* required to be represented by a suitably equipped and able agent in Bhutan ***[Not Applicable]*** |
| ITB 17.1 | A margin of twenty percent (20%) Domestic Preference ***[shall not]*** apply. |
| ITB 18.1 | The Bid validity period shall be *[60 days]* days. |
| ITB 19.1 | The amount and currency of the Bid Security is ***[2% of the Total Bid Price]*** |
| **E. SUBMISSION AND OPENING OF BIDS** | |
| ITB 22.1 | The deadline for the submission of Bids is: Date: [***9th November 2026]*** Time: ***[10:30 AM]*** Bhutan time.<br>For Bid submission purposes, the Procuring agency's address is:<br>Attention: [*Chief Operating Officer*]<br>Address: *[Bhutan Lottery Limited, Phuentsholing]* |

| | |
|---|---|
| ITB 24.1 | The time and date for Bid Opening is ***[11:00 AM]*** Bhutan time on [9th November 2026***]***<br>The Bid Opening shall take place at:<br>Address: *[Conference Hall, Bhutan Lottery Limited, Phuentsholing],* Bhutan.<br>Date: [9th November 2026*]*<br>Time: *[11:00 AM]* Bhutan time. |
| **E. EVALUATION AND COMPARISON OF BIDS** | |
| ITB 29.1 | 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. |
| ITB 30.3 (a) | Evaluation will be done for ***[Items]***<br>*Bids will be evaluated for each item and the Contract will comprise the item(s) awarded to the successful Bidder as per the following criteria:*<br>*i. Rate quoted for the item*<br>*ii. Conformity of the item (sample submitted) with the specified specifications*<br>*iii. Quality of item (sample) submitted*<br><br>****Bids without a sample will be disqualified.***<br>****All the sample submitted will be retained by BLL.*** |
| ITB 30.3 (e) | The adjustments shall be determined using the following criteria from amongst those set out in Section III, Evaluation and Qualification Criteria: ***[Not Applicable]*** |
| ITB 34.1 | The maximum percentage by which quantities may be increased is ***[50%]***<br>The maximum percentage by which quantities may be decreased is ***[50%]*** |
| ITB 35.1 | In the event of a tie in bid prices among two or more bidders, the Procuring Agency may adopt the following measures to determine the award:<br><br>*[Assessment of Past Performance or Relevant Experience: Preference may be given to the bidder demonstrating superior past performance or relevant experience in similar assignments, as evidenced through prior evaluations or contract records;*<br><br>*(OR) [Use of a Random Selection Method: Where the tied bidders are equally qualified and agreeable, the Procuring Agency may resort to a transparent and documented method such as a coin toss or drawing of lots to determine the successful bidder]* |

## SECTION III. EVALUATION & QUALIFICATION CRITERIA

### A. Domestic Preference

1. If the Bidding Data Sheet (BDS) so specifies, the purchaser may grant a margin of preference to goods manufactured in the Bhutan for the purpose of bid comparison, in accordance with the procedure outlined in subsequent paragraphs:

2. Bids will be classified in one of the three groups, as follows:

    (a) Group A: Bids offering goods manufactured in Bhutan; and
    (b) Group B: Bids offering goods manufactured outside Bhutan that have been already imported or that will be imported.

3. All evaluated bids in each group shall be compared to determine the lowest evaluated bid (LEB). Such best evaluated bids from each group shall be compared with each other and if:

    (a) As a result of this comparison, a bid from Group A is the Lowest Evaluated Bid;
    (b) This shall be selected for the award.

4. All evaluated bids in each group shall be compared to determine the lowest evaluated bid. Such lowest evaluated bids from each group shall be compared with each other and it,

    (a) As a result of this comparison, a bid from Group B is the LEB.

    (b) An amount of (20%) percent domestic preference shall be calculated on Groups LEB price to be subtracted/deducted on the LEB price (Group A).

    (c) After deducting 20% from the LEB price from Group A, this shall be compared with the LEB from Group B to determine the LEB for the award.

### B. Evaluation Criteria

The Procuring agency's evaluation of a Bid may take into account, in addition to the Bid Price quoted in accordance with ITB Sub-Clause 13.1, one or more of the following factors as specified in ITB 30.3 (e) and in the BDS referring to ITB Sub-Clause 30.3 (e), using the following criteria and methodologies.

1. Cost of major replacement components, mandatory spare parts, and service. (insert one of the following):

    (a) 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 18.3 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. 'OR'

    (b) The Procuring agency will draw up a list of high-usage and high-value items of components and spare parts, along with estimated quantities of usage in the initial period of operation specified in BDS Sub-Clause ITB 15.3. The total cost of these items and

quantities will be computed from spare parts unit prices submitted by the Bidder and added to the Bid Price, for evaluation purposes only.

2. Availability in Bhutan of spare parts and after sales services for equipment offered in the Bid. An adjustment equal to the cost to the Procuring Agency of establishing the minimum service facilities and parts inventories, as outlined in BDS Sub-Clause ITB 30.3(e), if quoted separately, shall be added to the Bid Price, for evaluation purposes only.

3. 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 30.3 (e). The adjustment will be evaluated in accordance with the methodology specified in the BDS Sub-Clause ITB 30.3 (e)

4. Performance and productivity of the equipment. (insert one of the following):

   (a) 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 30.3 (d). 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 30.3 (e).
   'OR'
   (b) An adjustment to take into account the productivity of the Goods offered in the Bid will be added to the Bid Price, for evaluation purposes only, if specified in BDS Sub-Clause ITB 30.3 (e). The adjustment will be evaluated based on the cost per unit of the actual productivity of the Goods offered in the Bid with respect to minimum required values, using the methodology specified in BDS Sub-Clause ITB 33.0 (e).

5. **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 30.3 (e).

**C. Multiple Contracts**

1. The Procuring agency shall award multiple contracts to the Bidder that offers the best evaluated combination of Bids (one contract per Bid). The Procuring agency shall Evaluate only lots or contracts that include at least the percentages of items per lot and quantity per item as specified in ITB 13.6.

2. The Procuring agency shall take into account the best-evaluated Bid for each lot; and the price reduction per lot and the methodology for its application as offered by the Bidder in its Bid.

## SECTION IV: Schedule of Supply and Technical Specifications

### Price Schedule Form

| Sl.No | Particular | Type | Qty (Nos) | Rate | Amount | Remark |
|---|---|---|---|---|---|---|
| 1 | Pen | Retractable Pen | 10000 | | | One Sample of each product items |
| 2 | Umbrella | Foldable Umbrella | 2000 | | | |
| 3 | Diary | Diary size A5(148 x 210mm) | 2000 | | | |
| 4 | Clander | Wall Calander | 2000 | | | |
| | | Table Calander | 2000 | | | |
| **Total** | | | | | | |

| | |
|---|---|
| **Total Amount in Nu. (in words)** | |
| **Delivery Period** | |

| | |
|---|---|
| **Signature of Supplier:** | Supplier's Official Stamp |
| **Name of Supplier:** | |

## Detailed Specifications

### Item 1: Retractable Pen Specifications

a) Type: Ball point
b) Material: Plastic
c) Body Color: Orange and white
d) Closure Type: Push button
e) Print: BLL Full Text engraved on the body
f) Quantities: 10000 numbers
g) Length: 14 cm

**Sample**






**Item 2: Umbrella Specifications.**

a) Type: Foldable Umbrella
b) Diameter**:** 90–105 cm (35–41 inches)
c) Closed length: 25–32 cm (10–12.5 inches)
d) Color: Orange and white
e) Logo: Customized BLL logo on white panels
f) Accessories: Safety runners with button pressing
g) Quantities: 2000 numbers

**Sample:**



**Item 3: Diary**

a) Diary size: A5 (148 × 210 mm)
b) Cover: Premium hardbound PU leather/leatherette cover with matte finish and organization logo embossed or foil-stamped on the front.
c) Color: Orange and white
d) Total Pages: Approximately 250 pages
e) Binding: Case-bound, lay-flat if available
f) Inner pages: 80-100 GSM cream or white wood-free paper
g) Additional features: Ribbon bookmark, elastic closure and pen loop
h) Printing: High-quality printing with clear text and a professional layout: Color printing of BLL products on three selective pages in between.
i) Packaging: Individual protective packaging for each diary.
j) Sample Approval: Provide a sample for approval before proceeding with bulk production.
k) Quantity: 2000 numbers

**Sample:**



## Item 4: Calendar (Wall Calendar and Table Calendar)

### i. Wall Calendar

a) Type: Wall Calendar
b) Size: 297 × 420 mm (A3 portrait)
c) Format:12 monthly
d) Material: 170–200 GSM art paper
e) Color: Orange and white
f) Logo: Customized BLL logo
g) Quantities: 2000 numbers

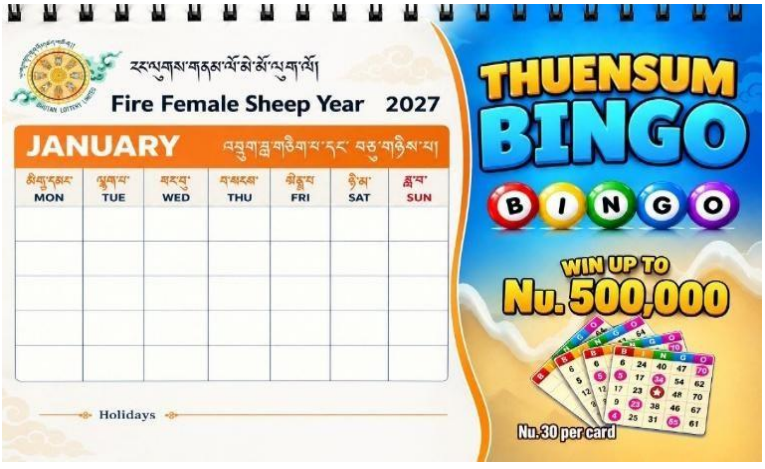
**Sample**

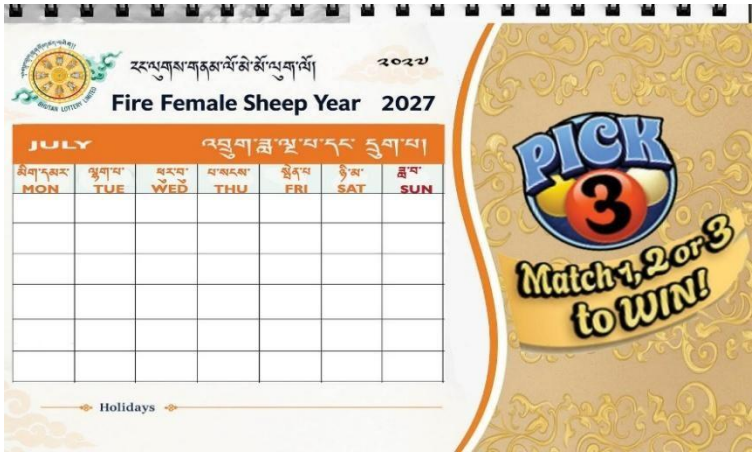


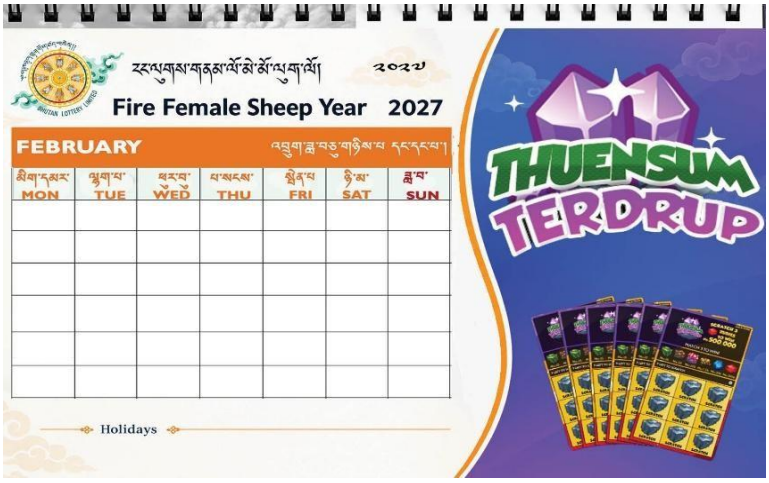
ii. **Table Calendar Specifications**:

a) Type: Table Calendar
b) Size: 210× 148 mm (A5 landscape)
c) Color: Orange and white
d) Pages: Monthly calendar on one side, while BLL products shall be featured on the other side. Both sides (front and back)
e) Calendar paper: 50–300 GSM art card
f) Printing: Full-colour, double-sided printing
g) Binding: White or black twin-loop wire binding
h) Stand/base: 300–350 GSM board or rigid backing
i) Branding: BLL logo, brand colours, contact details and products
j) Quantities: 2000 numbers

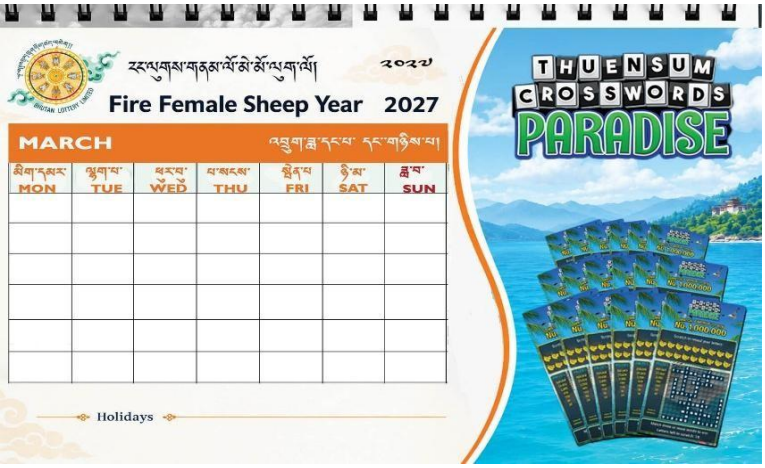
**Sample**

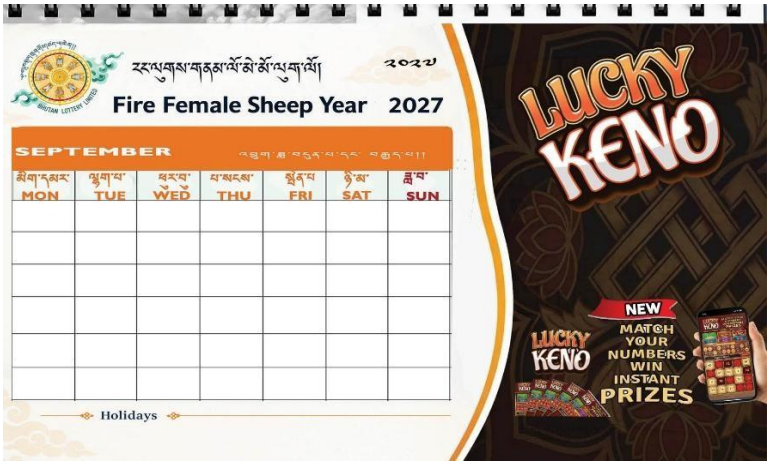


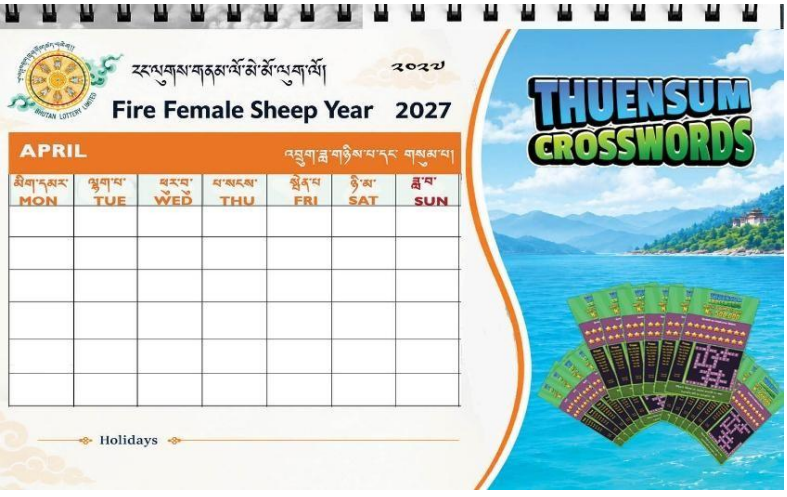



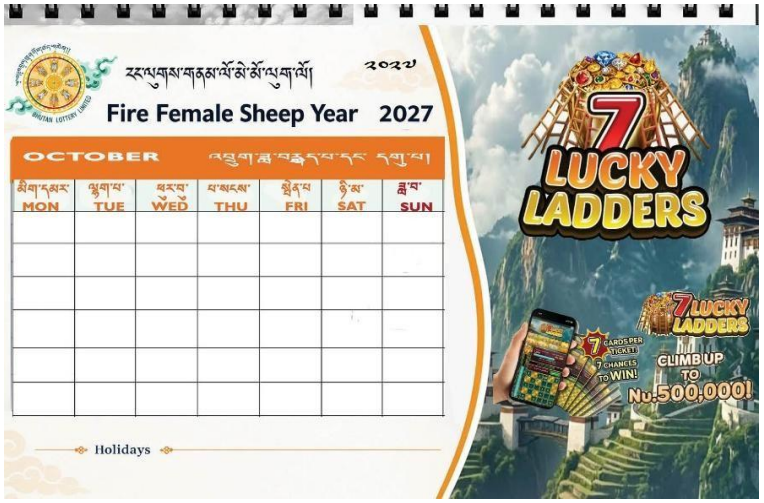

Fire Female Sheep Year 2027
FEBRUARY
MON TUE WED THU FRI SAT SUN
Holidays
THUENSUM TERDRUP


Fire Female Sheep Year 2027
AUGUST
MON TUE WED THU FRI SAT SUN
Holidays
Paper Lotteries

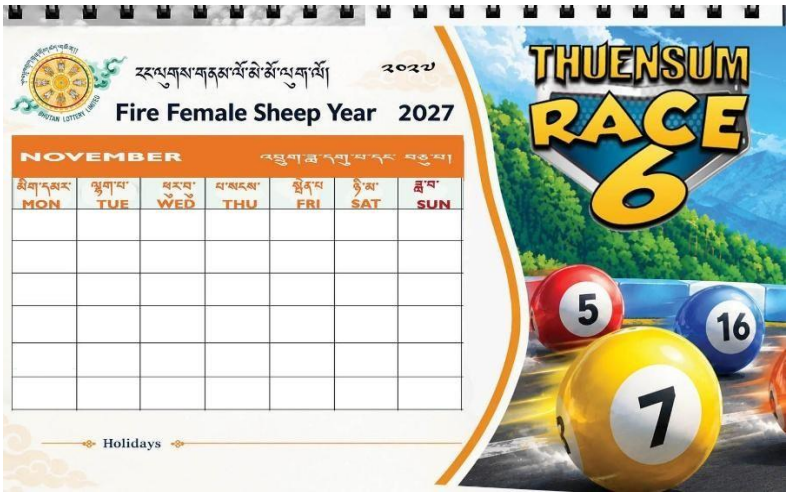

Fire Female Sheep Year 2027
MARCH
MON TUE WED THU FRI SAT SUN
Holidays
THUENSUM CROSSWORDS PARADISE


Fire Female Sheep Year 2027
SEPTEMBER
MON TUE WED THU FRI SAT SUN
Holidays
LUCKY KENO
NEW
MATCH YOUR NUMBERS WIN INSTANT PRIZES

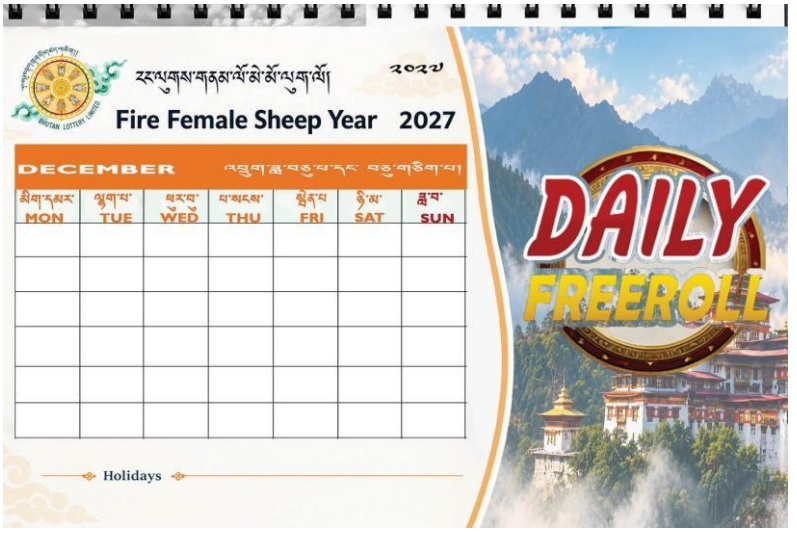

Fire Female Sheep Year 2027
APRIL
MON TUE WED THU FRI SAT SUN
Holidays
THUENSUM CROSSWORDS


Fire Female Sheep Year 2027
OCTOBER
MON TUE WED THU FRI SAT SUN
Holidays
7 LUCKY LADDERS
CLIMB UP TO Nu.500,000!


Fire Female Sheep Year 2027
MAY
MON TUE WED THU FRI SAT SUN
Holidays
SPIN THE WHEEL
SPIN TO WIN UP TO Nu.1,000,000


Fire Female Sheep Year 2027
NOVEMBER
MON TUE WED THU FRI SAT SUN
Holidays
THUENSUM RACE 6
5
16
7


Fire Female Sheep Year 2027
JUNE
MON TUE WED THU FRI SAT SUN
Holidays
SPIN
ROULETTE
SPIN TO WIN UP TO Nu. 500,000


Fire Female Sheep Year 2027
DECEMBER
MON TUE WED THU FRI SAT SUN
Holidays
DAILY FREEROLL


BHUTAN LOTTERY LIMITED
Changing People's Lives
Norgay, New NPPF Housing Complex, Phuntsholing Bhutan
17813147 | 17908137
2025 | 17813147
www.bll.bt | www.opl.bt
corporate.bll.bt
info@bll.bt / customer.care@bll.bt

**4. Drawings**

These Bidding Documents include *[ "no" ]* drawings.

| List of Drawings | | |
|---|---|---|
| **Drawing No.** | **Drawing Name** | **Purpose** |
| | | |
| | | |

**5. Inspections and Tests**

The following inspections and tests shall be performed: [insert list of inspections and tests]

## SECTION V: BIDDING FORMS

### 1. Bidder Information Form

| |
|---|
| 1. Bidder's Legal Name<br>[…….] |
| 2. In the case of a Joint Venture, Consortium or Association (JV/C/A) legal name of each<br>*[……*<br>*……]* |
| 3. Bidder's actual or intended Country of Registration:<br>*[……..]* |
| 4. Bidder's Year of Registration: *[……..]* |
| 5. Bidder's Legal Address in Country of Registration: *[…… ……*<br>*……..]* |
| 6. Bidder's Authorized Representative Information Name: *[……*<br>*……..]* Address:<br>[……] |
| 7. Telephone number:<br>*[……..]*<br>E-mail Address:<br>*[……..]* |
| 7. Attached are copies of the following original documents: |

- ❖ Articles of Incorporation or Trade license named in 1 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.
- ❖ Power of attorney authorizing the signatory of the Bid to sign on behalf of the Bidder.

Authorized Signature: _____

Name and Title of Signatory: _____

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

| |
|---|
| 1. Bidder's Legal Name:<br>*[……]* |
| 2. JV/C/A Party's Legal name:<br>*[……]* |
| 3. JV/C/A Party's Country of Registration:<br>*[……]* |
| 4. JV/C/A Party's Year of Registration: *[……]* |
| 5. JV/C/A Party's Legal Address in Country of Registration:<br>*[……<br>……<br>……]* |
| 6. JV/C/A Party's Authorized Representative Information |
| 7. Name: *[……]*<br>Address:<br>*[……<br>……]*<br>Telephone numbers: *[……]*<br>E-mail Address:<br>*[……]* |
| 8. Attached are copies of the following original documents:<br><br>❖ Letter of intent to form the JV/C/A, or the JV/C/A agreement, in accordance with the ITB Sub-Clause 21.1(c) (v). |

Authorized Signature of JVs: _____

Name and Title of Signatory of JVs:_____

**3. Bid Submission Sheet**

To: *[insert complete name of the Procuring agency]*

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, is: *[insert the Bid Price in words and figures, indicating the various amounts and their respective currencies];*

(d) Our Bid shall be valid for a period specified in BDS from the date fixed for the Bid submission and it shall remain binding upon us and may be accepted at any time before expiry of that period;

(e) If our Bid is accepted, we commit to provide a Performance Security for the due performance of the Contract;

(f) We are not participating as bidders in more than one Bid in this bidding process;

(g) 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];*

(h) We have no conflict of interest;

(i) We abide by the Integrity Pact terms and conditions;

(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 Procuring agency under the laws or official regulations of Bhutan, in accordance with ITB Sub-Clause 3.4;

(k) 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;

(l) We understand that you are not bound to accept the lowest evaluated Bid or any other Bid that you may receive.

Authorized Signature: _____

Name and Title of Signatory:_____

**4. Price Schedule**

**Goods Manufactured Outside Bhutan**

| Line Item No. (1) | Description of Item (2) | Unit of Measurement (3) | Quantity (4) | Point of Delivery (5) | Period of Delivery (No. of Days) (6) | Make/Model and Country of Origin (7) | Currency for CIF or CIP (Group B) (8) | Conversion Rate [In Nu.] (9) | Unit price Including Custom Duties, & all other import taxes [In Nu.] (10) | Amount per line item ([In Nu.] (11) |
|---|---|---|---|---|---|---|---|---|---|---|
| *To be filled by Procuring Agency* | | | | | | *To be filled by Bidder* | | | | *Auto* |
| **Total** | | | | | | | | | | **0** |
| | | | | | | | | | | |

**Goods Manufactured in Bhutan**

| Line Item No. (1) | Description of Item (2) | Unit of Measurement (3) | Quantity (4) | Point of Delivery (5) | Period of Delivery (No. of Days) (6) | Currency for Unit price (7) | Conversion Rate [In Nu.] (8) | Unit price Including Custom Duties, & all other import taxes [In Nu.] (9) | Amount per line item [In Nu.] (10) |
|---|---|---|---|---|---|---|---|---|---|
| *To be filled by Procuring Agency* | | | | | | *To be filled by Bidder* | | | Auto |
| | | | | | | | | | |

Authorized Signature: _____

Name and Title of Signatory:_____

**5. Related Services**

| Service No. (1) PA User | Description of Services (excludes inland transportation and other services required in Bhutan to convey the Goods to their final destination) (2) PA User | Physical Unit (3) PA User | Quantity (4) PA User | Place where Services shall be performed (5) PA User | Period of Delivery (No. of Days) (6) PA User | Unit price of service (7) Bidder/Consultant | Currency for Unit price (8) Bidder/Consultant | Conversion Rate [In Nu.] (9) Bidder/Consultant | Total Price per line item of service (Col. 4 X Col. 8 X Col. 10) [In Nu.] (10) Auto |
|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | |
| ***Total*** | | | | | | | | | ***0*** |

Authorized Signature: _____

Name and Title of Signatory:_____

**6. Bid-Securing Declaration**

Date:

…….

We, the undersigned, declare that:

We understand that, according to your conditions, Bids must be supported by a Bid Securing Declaration.

We accept that we are required to pay the Bid Security amount specified in the Bidding Data Sheet within 5 days of your instruction and failure to do so will debar us from being eligible for Bidding in any contract with all the Government Procuring Agencies for the period prescribed in the Debarment Rules if we are in breach of our obligation(s) under the Bid conditions, because we:

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

(b) having not accepted the correction of errors in accordance with the Instructions to Bidders ITB; or

(c) Having been notified of the acceptance of our Bid by the Procuring Agency during the period of Bid validity, (i) fail or refuse to furnish the performance security in accordance with the ITB, or (ii) fail or refuse to execute the Contract in accordance with the ITB.

The procuring agency has the authority to immediately go to the next bidder, once the notice is served to the defaulting bidder.

Authorized Signature: _____

Name and Title of Signatory: _____

## 7. Integrity Pact

### 1. General:

Whereas ***(Bhutan Lottery Limited),*** Royal Government of Bhutan, hereinafter referred to as the **"Procuring Agency"** on one part, and *(……)* representing M/s. (……...), hereinafter referred to as the **"Bidder"** on the other part hereby execute this agreement as follows:

This agreement shall be a part of the Standard Bidding Document, which shall be signed by both the parties and submitted along with the tender document.

### 2. Objectives:

Whereas, the Procuring Agency and the Bidder agree to enter into this agreement, hereinafter referred to as IP, to avoid all forms of corruption or deceptive practice by following a system that is fair, transparent and free from any influence/ unprejudiced dealings in the Bidding process and Contract administration with a view to:

1. Enabling the Procuring Agency to obtain the desired contract at a reasonable and competitive price in conformity to the defined specifications of the works or goods or services; and
2. Enabling Bidders to abstain from bribing or any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also refrain from bribing and other corrupt practices.

### 3. Scope:

The validity of this IP shall cover the Bidding process and contract administration period.

### 4. Commitments of the Procuring Agency:

1. The Procuring Agency hereby undertakes that no officials of the Procuring Agency, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favor or any material or immaterial benefit or any other advantage from the Bidder, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the Bidding process and contract administration.
2. The Procuring Agency further confirms that its officials shall not favor any prospective Bidder in any form that could afford an undue advantage to that particular Bidder in the Bidding process and contract administration and will treat all Bidders alike.
3. Officials of the Procuring Agency, who may have observed or noticed or have reasonable suspicion, shall report to the head of the employing agency or an appropriate government office any violation or attempted violation of clauses 4.1 and 4.2.
4. Following report on violation of clauses 4.1 and 4.2 by official(s), through any source, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings shall

be initiated by the Procuring Agency and such a person shall be debarred from further dealings related to the Bidding process and contract administration.

**5. Commitments of Bidders**

The Bidder commits himself/ herself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of the Bidding process and contract administration in order to secure the contract or in furtherance to secure it and in particular commits himself/herself to the following:

1. The Bidder shall not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Procuring Agency, connected directly or indirectly with the Bidding process and contract administration, or to any person, organization or third party related to the contract in exchange for any advantage in the Bidding process and contract administration.

2. The Bidder shall not collude with other parties interested in the contract to manipulate in whatsoever form or manner, the Bidding process and contract administration.

3. If the Bidder(s) have observed or noticed or have reasonable suspicion that the provisions of the IP have been violated by the Procuring Agency or other Bidders, the Bidder shall report such violations to the head of the Procuring Agency.

**6. Sanctions for Violation:**

The breach of any of the aforesaid provisions shall result in administrative charges or penal actions as per the relevant rules and laws.

1. The breach of the IP or commission of any offence (forgery, providing false information, mis-representation, providing false/fake documents, Bid rigging, Bid steering or coercion) by the Bidder, or any one employed by him, or acting on his/her behalf (whether with or without the knowledge of the Bidder), shall be dealt with as per the terms and conditions of the contract and other provisions of the relevant laws, including Debarment Rules.

2. The breach of the IP or commission of any offence by the officials of the Procuring Agency shall be dealt with as per the rules and laws of the land in vogue.

**7. Monitoring and Administration:**

1. The respective Procuring Agency shall be responsible for administration and monitoring of the IP as per the relevant laws.

2. The Bidder shall have the right to appeal/setting aside as per the arbitration mechanism contained in the relevant rules.

We, hereby declare that we have read and understood the clauses of this agreement and shall abide by it.

The parties hereby sign this Integrity Pact at (……) on (…….)

| Affix Legal Stamp | Affix Legal Stamp |
|---|---|

| EMPLOYER | BIDDER/REPRESENTATIVE |
|---|---|
| CID: | CID: |
| Witness: | Witness: |
| Name: | Name: |
| CID: | CID: |

## SECTION V: GENERAL CONDITIONS OF CONTRACT

1. **Definitions**

1. **Award of Contract** means the decision of the Procuring agency to enter into a Contract with the Supplier for supply and delivery of the specified Goods, including any Related Services.

2. **Bid** means an offer to supply Goods, including any Related Services, made in accordance with the terms and conditions set out in the Bidding Documents that preceded the placement of the Contract of which these GCC form apart. The term "tender" is synonymous with the term "Bid".

3. **Bidder** means an eligible individual or legal entity that participated in the bidding process governed by the Bidding Documents that preceded the placement of the Contract of which these GCC form apart.

4. **Bidding Documents** means the set of Bidding Documents that preceded the placement of the Contract of which these GCC form apart, which were sold or issued by the Procuring agency to potential Bidders, and in which the specifications, terms and conditions of the proposed procurement were prescribed.

5. **Contract Documents** means the documents listed in the Contract Agreement, including any amendments thereto.

6. **Contract Price** means the price payable to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions there from as may be made pursuant to the Contract.

7. **Day** means calendar day.

8. **Delivery** means the transfer of the Goods from the Supplier to the Procuring agency in accordance with the terms and conditions set forth in the Contract Documents.

9. **GCC** means the General Conditions of Contract.

10. **Goods** means all of the commodities, raw materials, machinery and equipment, and/or other materials, including any object in solid, liquid or gaseous form that has an economic utility or value and which can be exchanged or traded, that the Supplier is required to supply to the Procuring agency under the Contract.

11. **The Project Site**, where applicable, means the place named in the SCC.

12. **Procuring Agency** means the entity purchasing the Goods and Related Services, as specified in the SCC.

13. **Related Services** means the services incidental to the supply of the Goods, such as insurance, installation, training and initial maintenance and other obligations of the Supplier under the Contract.
14. **SCC** means the Special Conditions of Contract.

15. **Subcontractor** means any natural person, private or government entity, or a combination thereof, including its legal successors and permitted assigns, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.

16. **Supplier** means the natural person, private or government entity, or a combination of the above, whose Bid to perform the Contract has been accepted by the Procuring agency and is named as such in the Agreement, and includes the legal successors or permitted assigns of the Supplier.

2. **Fraud and Corruption**

1. If the Procuring Agency determines that the Supplier has engaged in corruptive practices in executing the Contract then the Procuring Agency may, after giving 14 days notice to the Supplier, terminate the Supplier's employment under the Contract and expel him from the Site.

2. Should any employee of the Supplier be determined to have engaged in corrupt, fraudulent, collusive, coercive or obstructive practice during the execution of the supplies, then that employee shall be removed and replaced.

3. All instances of corruption in procurement must be reported to the Anti-Corruption Commission (ACC) of Bhutan for investigation and necessary action in accordance with relevant laws.

3. **Interpretation**

1. If the context requires it, singular means plural and vice-versa.

2. Incoterms:
   (a) Unless inconsistent with any provision of the Contract or otherwise specified in the SCC, the meaning of any trade term and the rights and obligations of parties thereunder shall be as prescribed by Incoterms.
   (b) The terms EXW, CIF, CIP and other similar terms, when used, shall be governed by the rules prescribed in the current edition of Incoterms specified in the SCC and published by the International Chamber of Commerce in Paris, France.

3. Entire Agreement- The Contract constitutes the entire agreement between the Procuring agency and the Supplier and supersedes all communications, negotiations and agreements (whether written or oral) of the parties with respect thereto made prior to the date of Contract.
4. Amendment- No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.

5. Non-waiver:
(a) Subject to GCC Sub-Clause 3.5 (b) below, no relaxation, forbearance, delay or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.

6. Any waiver of a party's rights, powers or remedies under the Contract must be in writing, dated and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

7. Severability: If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

4. **Language**

1. The language of the Contract and the law governing the Contract are stated in the SCC.

5. **Joint Venture, Consortium or Association**

1. If the Supplier is a joint venture, consortium or association, all of the parties shall be jointly and severally liable to the Procuring agency for the fulfillment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the joint venture, consortium or association. The composition or the constitution of the joint venture, consortium or association shall not be altered without the prior consent of the Procuring agency.

6. **Notices**

1. Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the SCC. The term "in writing" means communicated in written form, including electronic communication, with proof of receipt. A notice shall be effective when delivered or on the notice's effective date, whichever is later.

7. **Governing Law**

1. The Contract shall be governed by and interpreted in accordance with the laws of Bhutan.

8. **Inspections & Audit**

1. The Supplier shall permit the Procuring Agency and/or persons appointed by the Procuring agency to inspect the Supplier's offices and/or the accounts and records of the Supplier and its Subcontractors relating to the performance of the Contract, and to have such accounts and records audited by auditors appointed by the Procuring agency if so required by the Procuring Agency.

9. **Scope of Supplies**

1. The Goods and Related Services to be supplied shall be as specified in the Schedule of Supply.

2. Unless otherwise stipulated in the Contract, the Supply shall include all such items not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining Delivery of the Goods and Completion of the Related Services as if such items were expressly mentioned in the Contract.

3. The supply order for one-time purchase shall be sent within five (5) working days after signing of contract.

10. **Delivery and Documents**

1. The delivery of the Goods and completion of the Related Services shall be in accordance with the delivery and completion requirements specified in the Schedule of Supply. The details of shipping and other documents to be furnished by the Supplier are specified in the SCC.

11. **Supplier and Procuring Agency's Responsibilities**

1. The Supplier shall supply all the Goods and Related Services included in the Scope of Supplies in accordance with GCC Clause 9, and the delivery and completion requirements as per GCC Clause 10.

2. Whenever the supply of Goods and Related Services requires that the Supplier obtain permits, approvals and/or import and other licenses or similar permissions from Bhutanese public authorities, the Procuring Agency shall, if so required by the Supplier, use its best efforts to assist the Supplier in complying with such requirements in a timely and expeditious manner, but without incurring any costs.

12. **Contract Price**

1. The Contract Price shall be as specified in the Contract Agreement subject to any additions and adjustments thereto or deductions there from as may be made pursuant to the Contract.

2. Prices charged by the Supplier for the Goods supplied and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in its Bid.

3. However, price adjustments shall be mandatorily applicable for procurement more than 12 months. To calculate the price adjustment the sample Price Adjustment Formula shall be used.

13. **Terms of Payment**

1. The Contract Price, including any Advance Payments, if applicable, shall be paid as specified in the SCC.

2. The Supplier's request for payment shall be made to the Procuring Agency in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed upon fulfillment of all the obligations stipulated in the Contract.

3. Payments shall be made promptly by the Procuring Agency, no later than twenty-five (25) days after the submission of verified invoice or request for payment by the Supplier, and the Procuring agency has accepted it.

4. The currencies in which payments shall be made to the Supplier under this Contract shall be those in which the Bid Price is expressed.

5. In the event that the Procuring Agency fails to pay the Supplier any payment within the period provided in GCC 13.3, the Supplier shall be paid interest only on the late payment amount calculated from the date by which the payment should have been made up to the date when the late payment is made at the prevailing rate of interest for overdraft facilities availed from respective Financial Institutions.

6. If an amount certified is increased in a later certificate or as a result of an award by an Arbitrator, the Supplier shall not be paid interest upon the delayed payment.

14. **Taxes and Duties**

1. For Goods manufactured outside Bhutan the Supplier shall bear and pay all applicable taxes, stamp duties, license fees and other similar levies imposed outside Bhutan.

2. For Goods manufactured within Bhutan the Supplier shall bear and promptly pay all applicable taxes, duties, license fees and other similar levies incurred until delivery of the contracted Goods to the Procuring Agency.

3. If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in Bhutan, the Procuring Agency shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.

15. **Performance Security**

1. Prior to signing of contract, the Supplier should have furnished performance security. Following the successful completion of the Contract, the Procuring Agency shall return the Performance Security to the Supplier within fourteen (14) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in the SCC.

2. The Procuring Agency reserves the right to encash the Performance Security in order to prevent its lapse, in the event the Supplier fails to extend its validity. The Procuring Agency shall issue a formal reminder to the contractor at least thirty (30) days prior to the expiry date,

thereby allowing the Supplier a period of twenty-one (21) days to effect the required extension. Should the Supplier fail to comply within this timeframe, the Procuring Agency shall notify the relevant Financial Institution of the intent to encash the Performance Security no later than seven (7) days prior to its expiration, to ensure the security remains enforceable.

3. The Performance Security (including additional Performance Security under seriously unbalanced and/or frontloaded Bid) shall be payable to the Procuring Agency as compensation for any loss resulting from the Suppliers failure to complete its obligations under the contract. However, the performance security shall not be forfeited outrightly.

16. **Copyright**

1. The copyright in all drawings, documents and other materials containing data and information furnished to the Procuring Agency by the Supplier shall remain vested in the Supplier, or, if they are furnished to the Procuring Agency directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party.

17. **Confidential Information**

1. The Procuring Agency and the Supplier shall keep confidential and shall not, without the written consent of the other party here to, divulge to any third party any documents, data or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Subcontractor(s) such documents, data and other information as it receives from the Procuring agency to the extent required for the Subcontractor(s) to perform its/their work under the Contract, in which event the Supplier shall obtain from such Subcontractor(s) an undertaking of confidentiality similar to that imposed on the Supplier under GCC Clause 18.

2. The Procuring Agency shall not use such documents, data and other information received from the Supplier for any purposes unrelated to the Contract. Similarly, the Supplier shall not use such documents, data and other information received from the Procuring agency for any purpose other than the design, procurement or other work and services required for the performance of the Contract.

3. The obligation of a party under GCC Sub-Clauses 17.1 and 17.2 above, however, shall not apply to information that:
   (a) The Procuring agency or Supplier needs to share with the RGoB or other institutions participating in the financing of the Contract;
   (b) Now or here after enters the public domain through no fault of that party;
   (c) Can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or
   (d) Otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.

4. The above provisions of GCC Clause 19 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.

5. The provisions of GCC Clause 18 shall survive completion or termination, for whatever reason, of the Contract.

18. **Subcontracting**

1. The supplier shall not subcontract, in whole or in part, their obligations under this Contract, except with the prior written consent of the procuring Agency.

19. **Technical Specifications, Standards and Drawings**

1. The Goods and Related Services supplied under this Contract shall conform to the technical specifications and standards stipulated in Evaluation and Qualification criteria and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the Goods country of origin.

2. The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Procuring Agency, by giving a notice of such disclaimer to the Procuring Agency.

3. Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the editions or the revised versions of such codes and standards shall be those specified in the Schedule of Supply. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Procuring agency and shall be treated in accordance with GCC Clause 30.

20. **Packing and Documents**

1. The Supplier shall provide such packing of the Goods as required to prevent the damage or deterioration during transit to their final destination. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage.

2. The packing, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in the SCC, and in any other instructions ordered by the Procuring agency.

21. **Insurance**

1. The supplier shall be responsible for the Goods supplied under the Contract and shall be fully insured, in a freely convertible currency from an eligible country, against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery, in accordance with the applicable Incoterms or in the manner specified in the SCC.

22. **Transportation**

1. Unless otherwise specified in the SCC, responsibility for arranging transportation of the Goods shall be in accordance with the specified Incoterms.

23. **Inspections and Tests**

1. At its own expense and at no cost to the Procuring agency the Supplier shall carry out all such tests and/or inspections of the Goods and Related Services as are specified in the SCC.

2. The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/ or at the Goods' final destination, or in another place in Bhutan as specified in the SCC. Subject to GCC Sub-Clause 23.3, if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring Agency.

3. The Procuring agency or its designated representatives shall be entitled to attend the tests and/or inspections referred to in GCC Sub-Clause 23.2, provided that the Procuring agency bears all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all travelling and board and lodging expenses.

4. The Procuring agency may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications, codes and standards under the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impedes the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.

5. The Supplier shall provide the Procuring agency with a report of the results of any such test and/or inspection.

6. The Procuring Agency may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Procuring agency, and shall repeat the test and/or inspection, at no cost to the Procuring Agency, upon giving a notice pursuant to GCC Sub-Clause 23.4.

7. The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Procuring agency or its representative, nor the issue of any report pursuant to GCC Sub-Clause 23.6, shall release the Supplier from any warranties or other obligations under the Contract.

24. **Liquidated Damages**

1. Except as provided for under GCC Clause 29, if the Supplier fails to deliver any or all of the Goods by the date(s) of delivery or fails to perform the Related Services within the period specified in the Contract, the Procuring agency may, without prejudice to all its other remedies

under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the SCC for each day or part thereof of delay until actual delivery or performance, up to a maximum deduction of 10% of the contract price. Once the maximum is reached, the Procuring agency may terminate the Contract pursuant to GCC Clause 32.

25. **Warranty**

1. The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.

2. Subject to GCC Sub-Clause 19.1 (b), the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials and workmanship, under normal use in the conditions prevailing in Bhutan.

3. Unless otherwise specified in the SCC, the warranty shall remain valid for minimum twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the SCC, or for minimum eighteen (18) months after the date of shipment from the port or place of loading in the country of origin, whichever period concludes earlier.

4. The Procuring agency shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Procuring agency shall afford all reasonable opportunity for the Supplier to inspect such defects.

5. Upon receipt of such notice, the Supplier shall, within the period specified in the SCC, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Procuring agency.

6. If, having been notified, the Supplier fails to remedy the defect within the period specified in the SCC, the Procuring agency may proceed to take within a reasonable period such remedial action as maybe necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Procuring agency may have against the Supplier under the Contract.

26. **Patent Indemnity**

1. The Supplier shall, subject to the Procuring agency's compliance with GCC Sub-Clause 26.2, indemnify and hold harmless the Procuring agency and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs and expenses of any nature, including attorney's fees and expenses, which the Procuring agency may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:

(a) The installation of the Goods by the Supplier or the use of the Goods in Bhutan; and
(b) The sale in any country of the products produced by the Goods. Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or reasonably to be inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant or materials not supplied by the Supplier, pursuant to the Contract.

2. If any proceedings are brought or any claim is made against the Procuring agency arising out of the matters referred to in GCC Sub-Clause 26.1, the Procuring agency shall promptly give the Supplier notice thereof, and the Supplier may at its own expense and in the Procuring agency's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

3. If the Supplier fails to notify the Procuring agency within thirty (30) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Procuring agency shall be free to conduct the same on its own behalf.

4. The Procuring agency shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in doing so.

5. The Procuring Agency shall indemnify and hold harmless the Supplier and its employees, officers and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs and expenses of any nature, including attorney's fees and expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification or other documents or materials provided or designed by or on behalf of the Procuring agency.

27. **Limitation of Liability**

Except in cases of gross negligence or willful misconduct:

1. neither party shall be liable to the other party, whether in contract, tort or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Procuring agency; and
2. the aggregate liability of the Supplier to the Procuring agency, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the Supplier to indemnify the Procuring agency with respect to patent infringement.

28. **Change in Laws and Regulations**

1. Unless otherwise specified in the Contract if, after the date thirty (30) days prior to the date of Bid submission, any law, regulation, ordinance, order or by law having the force of law is enacted, promulgated, abrogated or changed in Bhutan (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery/ Completion Schedule and/or the Contract Price, then such Delivery/ Completion Schedule and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with GCC Sub-Clause 12.3.

29. **Force Majeure**

1. The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages or termination for default if and to the extent that its delays in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

2. For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Procuring agency in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

3. If a Force Majeure situation arises, the Supplier shall promptly notify the Procuring agency in writing of such condition and the cause thereof. Unless otherwise directed by the Procuring agency in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

30. **Change Orders and Contract Amendments**

1. The Procuring Agency may at any time order the Supplier through notice in accordance with GCC Clause 6 to make changes within the general scope of the Contract in any one or more of the following:
   (a) drawings, designs or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Procuring Agency;
   (b) the method of shipment or packing;
   (c) the place of delivery; and
   (d) the Related Services to be provided by the Supplier.

2. If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery/Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be asserted within thirty (30) days from the date of the Supplier's receipt of the Procuring agency's change order.

3. Prices to be charged by the Supplier for any Related Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

4. Subject to the above, no variation in or modification of the terms of the Contract shall be made except by written amendment by the parties.

31. **Extensions of Time**

1. If at any time during performance of the Contract, the Supplier or its subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services pursuant to GCC Clause 9, the Supplier shall promptly notify the Procuring agency in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier's notice, the Procuring agency shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.

2. Except in case of Force Majeure, as provided under GCC Clause 29, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 24, unless an extension of time is agreed upon, pursuant to GCC Sub- Clause 31.1.

32. **Termination**

1. **Termination for Default:**

(a) The Procuring Agency, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part:

(i) if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Procuring Agency pursuant to GCC Sub-Clause 31.1;

(ii) if the Supplier fails to perform any other obligation under the Contract; or

(iii) if the Supplier, in the judgment of the Procuring Agency has engaged in corruption, as defined in GCC Clause 2, in competing for or in executing the Contract.

(b) In the event the Procuring Agency terminates the Contract in whole or in part, pursuant to GCC Clause 32.1 (a), the Procuring Agency may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Procuring Agency for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

(c) The Procuring Agency shall be entitled to recover liquidated damages for delay, up to the date of termination, as stipulated in the Contract; and recover all actual additional costs reasonably incurred in procuring similar Goods or related Services from alternative sources.

(d) The Performance Security shall be encashed to offset such sums as may be due, including Liquidated Damages and additional completion costs. However, such encashment shall be limited to the actual losses incurred by the Procuring Agency and shall not constitute an outright forfeiture.

(e) For Framework contracts or when multiple items have been awarded to the same Supplier and the performance Security is asked for in Lump-sum, the payment for termination shall be calculated on a pro-rate basis.

2. **Termination for Insolvency**: The Procuring Agency may at any time terminate the Contract by giving notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In such event, termination shall be without compensation to the Supplier, provided that such termination shall not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Procuring agency.

3. **Termination for Convenience:**

(a) The Procuring Agency, by notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Procuring agency's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

(b) The Goods that are complete and ready for shipment within thirty (30) days after the Supplier's receipt of notice of termination shall be accepted by the Procuring Agency at the Contract terms and prices. For the remaining Goods, the Procuring agency may elect:
(i) to have any portion completed and delivered at the Contract terms and prices; and/or
(ii) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier.

4. Following the termination of contract, the Procuring Agency may directly award or directly procure from the market.

33. **Export Restriction**

1. Notwithstanding any obligation under the Contract to complete all export formalities, any export restrictions attributable to the Procuring Agency, to Bhutan, or to the use of the products/ Goods, systems or services to be supplied, which arise from trade regulations from a country supplying those products/ Goods, systems or services, and which substantially impede the Supplier from meeting its obligations under the Contract, shall release the Supplier from the obligation to provide deliveries or services. This is always provided, however, that the Supplier can demonstrate to the satisfaction of the Procuring agency that it has completed all formalities in a timely manner, including applying for permits, authorizations, and licenses necessary for the export of the products/ Goods, systems or services under the terms of the Contract. Termination of the Contract on this basis shall be for the Procuring agency's convenience pursuant to Sub-Clause 32.3.

34. **Settlement of Disputes**

1. The Procuring Agency and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

2. Notwithstanding any reference to arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and the Procuring agency shall pay the Supplier any monies due to the Supplier.

35. **Continuation of Supplies**

1. Dispute shall not prohibit continuation of execution of the work unless injunction order or such other orders are issued by the court of law or any other Competent Authority.

## SECTION VI. SPECIAL CONDITIONS OF CONTRACT

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| GCC 1.1 (k) | The Project Site(s)/Final Destination(s) is/are; ***[Bhutan Lottery Limited, Phuentsholing]*** |
| GCC 1.1 (l) | The Procuring agency is: ***[Bhutan Lottery Limited]*** |
| 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 there under shall not be as prescribed by Incoterms, they shall be as prescribed by: *[exceptional; refer to other internationally accepted trade terms]* |
| GCC 3.2 (b) | The version of Incoterms shall be: *[insert date of current edition]* |
| GCC 5.1 | The language shall be: ***[English]*** |
| GCC 6.1 | For notices, the addresses shall be:<br>For the Procuring agency:<br>Attention: ***[Chief Operating Officer]***<br>Address: ***[Bhutan Lottery Limited, Phuentsholing]*, Bhutan**<br>Telephone: ***[05-253089]*** |

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| GCC 10.1 | *Details of Shipping and other Documents to be furnished by the Supplier are [road consignment note, insurance certificate, Manufacturer's or Supplier's warranty certificate, inspection certificate issued by nominated inspection agency, Supplier's factory shipping details etc]*<br>The above documents shall be received by the Procuring agency before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses. |
| **GCC 13.1** | ***Sample provision***<br>GCC13.1—The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:<br><br>**Payment for Goods supplied from abroad:**<br>Payment of the foreign currency portion shall be made in *[Ngultrum]*<br>**On Acceptance:** The full payment shall be paid to the supplier within thirty (30) days after the date of the acceptance certificate for the respective delivery issued by the purchaser/receipt of bill from the supplier.<br>Payment of the local currency portion shall be made in Bhutanese Ngultrum (BTN) within thirty (30) days of presentation of a claim supported by a certificate from the Procuring agency declaring that the Goods have been delivered and that all other contracted Services have been performed.<br>**Payment for Goods and Services supplied from within Bhutan:**<br>Payment for Goods and Services supplied from within Bhutan shall be made in *[Ngultrum]*, as follows:<br>**On Acceptance:** The full payment shall be paid to the supplier within thirty (30) days after the date of the acceptance certificate for the respective delivery issued by the purchaser/receipt of bill from the supplier. |
| **GCC 15.1** | The amount of the Performance Security shall be: *[10% of the total contract value]* |
| **GCC 15.4** | Discharge of Performance Security shall take place: *[Upon completion of a one-year period following the receipt of the goods]* |
| **GCC 20.2** | The packing, marking and documentation within and outside the packages shall be: ***[Specified in Detailed Technical Specifications]*** |
| **GCC 21.1** | Insurance *[The supplier shall be responsible for the Goods supplied under the Contract and shall be fully insured, in a freely convertible currency from an eligible country, against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery]* |
| **GCC 19.1** | Responsibility for transportation of the Goods shall be: *[The Supplier is required under the Contract to transport the Goods to a specified place of final destination* |

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| | *within Bhutan, defined as the Project Site. Transport to such place of destination in Bhutan, including insurance, storage and related costs shall be included in the Contract Price]* |
| **GCC 23.1** | Inspections and tests shall be conducted at: *[insert names of locations]*<br>The inspections and tests shall be: *[insert nature, frequency, procedures for carrying out the inspections and tests]* |
| **GCC 24.1** | The liquidated damages shall be: *[normally between 0.05 to 0.1]* % per day. |
| **GCC 25.2** | The Supplier shall warrant that the tickets are free from defects and comply with the standards and specifications specified. Any financial implications arising from such defects or printing errors shall be borne by the Supplier. |
| **GCC 25.3** | The period of validity of the Warranty shall be: *[365]* days.<br>For the purposes of the Warranty the place(s) of final destination(s) shall be:<br>[*Bhutan Lottery Limited, Phuentsholing]* |
| **GCC 25.5 and 25.6** | The period for repair or replacement shall be: [Not Applicable, however, any financial implication caused due to defective item shall be borne by the supplier] |
| **GCC 34.2** | The rules of procedure for arbitration proceedings pursuant to GCC Sub-Clause 34.2 shall be as follows:<br>***(a) Contract with a Bhutanese Supplier:***<br>In the case of a dispute between the Procuring Agency and a Bhutanese Supplier, the dispute shall be referred to Bhutan Alternative Dispute Resolution Center (BADRC) for arbitration.<br>*OR*<br>***(b) Contract with a foreign Supplier:***<br>Contracts entered into with foreign suppliers may have practical advantages in resolving disputes through international commercial arbitration over other dispute settlement methods. The Procuring agency may wish to consider the rules that govern the arbitration proceedings, such as: "*Any dispute, controversy or claim arising out of or relating to this Contract, or breach, termination or invalidity thereof, shall be settled by arbitration in accordance with (Select as appropriate):*<br>*i. UNCITRAL Arbitration Rules;*<br>*ii. Rules of Conciliation and Arbitration of the International Chamber of Commerce;*<br>*iii. Rules of the Arbitration Institute of the Stockholm Chamber of Commerce;*<br>*iv. Rules of the London Court of International Arbitration.* |

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| | *v. Singapore International Arbitration Centre* |

**Price Adjustment Formula**

If, in accordance with GCC 15.2, prices shall be adjustable, the following method shall be used to calculate the price adjustment:

Prices payable to the Supplier, as stated in the Contract, shall be subject to adjustment during performance of the Contract to reflect changes in the cost of labor and material components in accordance with the formula:

$$P1 = P0 \left[ a + b\frac{L1}{L0} + c\frac{M1}{M0} \right] - P0$$

$$a+b+c = 1$$

in which:

P1 = adjustment amount payable to the Supplier.
P0 = Contract Price (base price).
a = fixed element representing profits and overheads included in the Contract Price and generally, in the range of five (5) to fifteen percent (15%).
b = estimated percentage of labor component in the Contract Price.

c = estimated percentage of material component in the Contract Price.

L0,L1 = labor indices applicable to the appropriate industry in the country of origin on the base date and date for adjustment, respectively

M0,M1 = material indices for the major raw material on the base date and date for adjustment, respectively, in the country of origin.

The coefficients a, b, and c as specified by the Procuring agency is as follows:

*a = [insert value of coefficient]*

*b = [insert value of coefficient]*

*c = [insert value of coefficient]*

The Bidder shall indicate the source of the indices and the base date indices in its bid. Base date = thirty (30) days prior to the deadline for submission of the bids.

Date of adjustment= *[insert number of weeks]* weeks prior to date of shipment (representing the mid-point of the period of manufacture).

The above price adjustment formula shall be invoked by either party subject to the following further conditions:

(a) price adjustment shall be allowed beyond the original delivery dates unless specifically stated in the extension letter. As a rule, no price adjustment shall be allowed for periods of delay for which the Supplier is entirely responsible. The Procuring agency will, however, be entitled to any decrease in the prices of the Goods and Services subject to adjustment.

(b) If the currency in which the Contract Price P0 is expressed is different from the currency of origin of the labor and material indices, a correction factor will be applied to avoid incorrect adjustments of the Contract Price. The correction factor shall correspond to the ratio of exchange rates between the two currencies on the base date and the date for adjustment as defined above.

(c) No price adjustment shall be payable on the portion of the Contract Price paid to the Supplier as advance payment.

## SECTION VII. CONTRACT FORMS

### 1. Letter of Intent

*(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 or (for item-wise contract insert list of items price schedule as an attachment)

Authorized Signature:_____

Name and Title of Signatory_____

Name of the Firm:_____

CC:

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

## 2. Letter of Acceptance

Letter of Acceptance (LOA) of Tender/Proposal ID:

Contract No:

To

Name:_____

Address:_____

This is to notify you that your Bid dated_____for the supply of _____for the Contract Price of the equivalent of *Nu.*_____*(in words)* in BTN, as corrected and modified in accordance with the Instructions to Bidders is hereby accepted by our Agency.

You are hereby instructed to complete the following process within 7 working days.

(a) confirm your acceptance of this Letter of Acceptance;
(b) furnish the Performance Security; and
(c) execute the signing of the contract.

Authorized Signature:

[Name and Designation]

**Attachment: Contract Agreement**

**3. Performance Security form**

*[The bank, as requested by the successful Bidder, shall fill in this form in accordance with the instructions indicated]*

Date: *[insert date (as day, month, and year) of Bid submission]*
IFB No. and title:[insert no. and title of bidding process]

Bank's Branch or Office: *[insert complete name of Guarantor]*

Beneficiary: *[insert complete name of Procuring agency]*

PERFORMANCE GUARANTEE No.: *[insert Performance Guarantee number]*

We have been informed that [insert complete name of Supplier] (hereinafter called "the Supplier") has entered into Contract No. [insert number] dated [insert day and month], [insert year] with you, for the supply of [description of Goods and related Services] (hereinafter called "the Contract"). Furthermore, we understand that, according to the conditions of the Contract, a Performance Guarantee is required.

At the request of the Supplier, we hereby irrevocably undertake to pay you any sum(s) not exceeding [insert amount(s) in figures and words] upon receipt by us of your first demand in writing declaring the Supplier to be in default under the Contract, without cavil or argument, or you needing to prove or to show grounds or reasons for your demand or the sums specified therein.

This Guarantee shall expire no later than the [insert number] day of [insert month] [insert year]24 and any demand for payment under it must be received by us at this office on or before that date. We agree to a one-time extension of this Guarantee for a period not to exceed as required by the Procuring agency, in response to the Procuring agency's written request for such extension, such request to be presented to us before the expiry of the Guarantee.

*[Signatures of authorized representatives of the bank and the Supplier]*

**4. Contract Agreement**

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

[insert complete name of Procuring Agency], a [insert description of type of legal entity, for example, an agency of the Ministry of the Government of Bhutan, or corporation in corporate under the laws of Bhutan] and having its principal place of business at [insert address of Procuring agency] (hereinafter called "the Procuring agency"), AND [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 Procuring Agency 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 respectively assigned to the Conditions of Contract referred to.

2. The following documents shall constitute the Contract between the Procuring agency 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) Schedule of Supply and Technical Specifications;
   (e) The Supplier's Bid and original Price Schedules;
   (f) The Procuring agency'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 Procuring agency to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Procuring agency to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
5. The Procuring agency 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 the Procuring Agency | For the Supplier |
| --- | --- |
| *Signature* | |
| *Name* | |
| *In the presence of (Name and address)* | |

**5. Bank Guarantee form for Advance Payment**

*[The bank, as requested by the successful Bidder, shall fill in this form in accordance with the instructions indicated.]*

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

IFB No. and title: *[insert number and title of bidding process]*

*[Bank's letterhead]*

Beneficiary: *[insert legal name and address of Procuring agency]*

ADVANCE PAYMENT GUARANTEE No.: *[insert Advance Payment Guarantee no.]*

We, *[insert legal name and address of bank]*, have been informed that [insert complete name and address of Supplier] (hereinafter called "the Supplier") has entered into Contract No. [insert number] dated *[insert date of Contract]* with you, for the supply of *[insert types of Goods to be delivered]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance payment is to be made against an advance payment guarantee.

At the request of the Supplier, we hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of [insert amount(s) in figures and words] upon receipt by us of your first demand in writing declaring that the Supplier is in breach of its obligation under the Contract because the Supplier used the advance payment for purposes other than toward delivery of the Goods.

It is a condition for any claim and payment under this Guarantee to be made that the advance payment referred to above must have been received by the Supplier in its account *[insert number and domicile of the account]*

This Guarantee shall remain valid and in full effect from the date of the advance payment received by the Supplier under the Contract until [insert date]. We agree to a one-time extension of this Guarantee for a period not to exceed [six months] [one year], in response to the Procuring agency's written request for such extension, such request to be presented to us before the expiry of the Guarantee.

*[signature(s) of authorized representative(s) of the bank]*

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