



GROUP STANDARD BIDDING DOCUMENT

GOODS

September 15, 2026

Table of Contents

BIDDING PROCEDURE	8
SECTION I. INSTRUCTIONS TO BIDDERS (ITB)	8
A. GENERAL	8
1. SCOPE OF SUPPLY	8
2. FRAUD AND CORRUPTION	8
3. ELIGIBLE BIDDERS	9
4. EXCLUSION OF BIDDERS	10
5. ELIGIBLE GOODS AND RELATED SERVICES	11
B. CONTENTS OF BIDDING DOCUMENT	11
6. PARTS OF BIDDING DOCUMENT	11
7. GENERAL INFORMATION	11
8. CLARIFICATION OF BIDDING DOCUMENT	12
9. AMENDMENT OF BIDDING DOCUMENTS	13
C. PREPARATION OF BID	13
10. COST OF BIDDING	13
11. LANGUAGE OF BID	13
12. DOCUMENTS COMPRISING THE BID	13
13. SUBMISSION OF BID	14
14. PRICE SCHEDULE	14
15. ALTERNATIVE BIDS	15
16. BID PRICES AND DISCOUNTS	15
17. VENDOR PERFORMANCE MANAGEMENT SYSTEM	16
18. PRICE VARIATION	17
19. CURRENCIES OF BID	17
20. DOCUMENTS ESTABLISHING THE CONFORMITY OF THE GOODS AND RELATED SERVICES	17
21. DOCUMENTS ESTABLISHING THE QUALIFICATION OF BIDDERS	18
22. PERIOD OF VALIDITY OF BIDS	19
23. BID SECURITY	20
24. FORMAT AND SIGNING OF BID	21
D. SUBMISSION AND OPENING OF BIDS	21

25.	ELECTRONIC SUBMISSION OF BIDS THROUGH TENDER.BT	21
26.	DEADLINE FOR SUBMISSION OF BIDS	22
27.	LATE BIDS	23
28.	WITHDRAWAL, SUBSTITUTION AND MODIFICATION OF BIDS	23
29.	BID OPENING	23
E.	<u>EVALUATION AND COMPARISON OF BIDS.....</u>	24
30.	CONFIDENTIALITY	24
31.	CLARIFICATION OF BIDS	25
32.	PRELIMINARY EXAMINATIONS OF BIDS.....	25
33.	EXAMINATION OF TECHNO-COMMERCIAL BIDS	25
34.	RESPONSIVENESS OF BIDS.....	26
35.	NONCONFORMITIES, ERRORS AND OMISSIONS	27
36.	CONVERSION TO SINGLE CURRENCY	27
37.	MARGINS OF PREFERENCES	28
38.	DETAIL EVALUATION AND COMPARISON OF BIDS	28
39.	ABNORMALLY HIGH / LOW BIDS	29
40.	PURCHASER'S RIGHT TO ACCEPT ANY BID, AND REJECT ANY OR ALL BIDS	30
F.	<u>AWARD OF CONTRACT.....</u>	30
41.	AWARD CRITERIA	30
42.	PURCHASER'S RIGHT TO VARY QUANTITIES	30
43.	NOTIFICATION OF AWARD	30
44.	SIGNING OF CONTRACT.....	31
45.	PERFORMANCE SECURITY	32
	<u>SECTION III BIDDING FORMS.....</u>	37
	FORM I: BIDDER'S INFORMATION FORM	37
	DOCUMENTS TO BE ATTACHED: THE BIDDER SHALL ATTACH COPIES OF THE FOLLOWING DOCUMENTS, AS APPLICABLE:	37
	<u>FORM II: BID SUBMISSION FORM.....</u>	38
	<u>FORM III: BID SECURITY (BANK GUARANTEE).....</u>	39
	<u>FORM IV: MANUFACTURER'S AUTHORIZATION.....</u>	40
	<u>FORM V: INTEGRITY PACT</u>	41

FORM VI: DEVIATION SCHEDULE	42
FORM VII: PRICE SCHEDULE FORM	43
SECTION IV. GENERAL CONDITIONS OF CONTRACT (GCC)	45
1. DEFINITIONS	45
2. CONTRACT DOCUMENTS AND ORDER OF PRECEDENCE	45
3. CONTRACT PRICE, TAXES AND TRADE TERMS	45
4. FRAUD, CORRUPTION AND ETHICAL CONDUCT	46
5. LANGUAGE	46
6. APPLICABLE LAW AND COMPLIANCE	46
7. NOTICES	46
8. AUTHORIZED REPRESENTATIVES	46
9. AMICABLE SETTLEMENT	46
10. DISPUTE RESOLUTION	46
11. SCOPE OF SUPPLY	46
12. DELIVERY AND COMPLETION	47
13. SUPPLIER'S RESPONSIBILITIES	47
14. PURCHASER'S RESPONSIBILITIES	47
15. ASSIGNMENT	47
16. PERFORMANCE SECURITY	47
17. CONTRACT PRICE ADJUSTMENT	47
18. VARIATIONS AND CHANGE ORDERS	48
19. PAYMENT	48
20. SHIPPING AND CONTRACT DOCUMENTS	48
21. LICENCES, PERMITS AND MANUFACTURER AUTHORIZATION	48
22. SUBCONTRACTING	48
23. STANDARDS AND TECHNICAL COMPLIANCE	48
24. QUALITY ASSURANCE AND AUTHENTICITY	49
25. INSPECTION AND TESTS	49
26. PACKING AND MARKING	49
27. TRANSPORTATION AND DELIVERY RISK	49
28. WARRANTY AND DEFECTS	49
29. LIQUIDATED DAMAGES	50
30. ACCEPTANCE	50
31. INSURANCE	50
32. INDEMNITY	50
33. LIMITATION OF LIABILITY	50
34. FORCE MAJEURE	50
35. SUSPENSION	51
36. TERMINATION	51
37. CONFIDENTIALITY, RECORDS AND AUDIT	51

SECTION V. SPECIAL CONDITIONS OF CONTRACT (SCC).....52

SECTION VI. CONTRACT FORMS56

FORM A: NOTIFICATION / LETTER OF AWARD.....56

FORM B: CONTRACT AGREEMENT57

FORM C: PERFORMANCE SECURITY (BANK GUARANTEE)58

ANNEXURE-I: SCHEDULE OF SUPPLY AND TECHNICAL REQUIREMENTS59

NOTICE INVITING TENDER

GreenDigital Limited

Projects and Procurement Office

Chhimchukha Zur Lam 2 NW, Motithang, Thimphu: Bhutan

Website: www.gdl.bt

Open Competitive Bidding

For

Supply and Delivery of Communication Items

NIT No: GDL/PROC/2026/15

Date: 15th September 2026

Projects and Procurement Office, GreenDigital Limited, the Purchaser invites electronic Bids from eligible Bidders through tender.bt for procurement of Communication Items as per the scope of supply mentioned hereinafter.

1. Detailed specifications, scope of supply and terms and conditions are given in the Bidding Documents, which are available as per the schedule below:

Tender No. and date	GDL/PROC/2026/15 dated 15 September 2026
Document available period (date & time)	From 15 September 2026 to 30 September 2026 at 1500 Hrs (BST)
Bid submission (date & time)	30 September 2026 at 1500Hrs (BST)
Pre-bid meeting (if any)	Nil
Bid opening date, time & place	30 September 2026 at 1530Hrs at Mini Conference, GDL, Motithang
Bidding Documents shall be available	www.tender.bt

2. Issuance of Bidding Documents shall not automatically construe that the Bidder fulfils the Qualifying Requirements which shall be determined during Bid evaluation based on data/documents submitted by the Bidder.
3. Bids shall be submitted ONLINE ONLY through tender.bt. Bids shall be opened electronically at the date and time specified in the Bid Data Sheet (BDS).
4. All Bids must be accompanied by Bid Security applicable to the Lot(s) for which the Bidder submits a Bid. Bidders may quote for one or more Lots. The Bid Security requirement shall apply Lot-wise in the amount specified for each Lot in the Bid Data Sheet (BDS). Where a Bidder quotes for more than one Lot, the Bid Security shall cover the aggregate of the Bid Security amounts applicable to all Lots quoted. A scanned copy of the valid Bid Security shall be uploaded through tender.bt, and the original Bid Security instrument (where applicable) shall be submitted to the Projects & Procurement Office (PPO), GreenDigital Limited, on or before the bid submission deadline. Failure to provide adequate Bid Security for a quoted Lot shall render the Bid non-responsive for that Lot. The Bid Security shall remain valid for thirty (30) days beyond the Bid validity period.
5. Qualification Requirement for Bidders shall be as specified in the BDS.
6. Bid Documents are not transferrable. The Purchaser reserves the right to accept or reject any Bid partly or fully or cancel the bidding process without assigning any reasons thereof and in such case no Bidder/ intending Bidder shall have any claim arising out of such action of the Purchaser.
7. ONLINE BID SUBMISSION PORTAL: tender.bt

Chencho Rinzin
Head,
Projects & Procurement Office
GreenDigital Limited
chenchorinzin@gdl.bt
Contact: 17112915

BIDDING PROCEDURE

SECTION I. INSTRUCTIONS TO BIDDERS (ITB)

A. General

1. Scope of Supply

1.1. The Purchaser, as indicated in the Bid Data Sheet (BDS), issues these Bidding Documents for the supply of Goods and Related Services incidental thereto as specified in Annexure-I, Schedule of Supply and Technical Requirements. The name, identification number, and number of lots within this procurement are provided in the BDS.

1.2. Throughout this Bidding Document:

- a) the term “in writing” means communicated in written form (e.g. by mail electronic mail) with proof of receipt;
- b) if the context so requires, “singular” means plural” and vice versa; and
- c) “day” means calendar day.

2. Fraud and Corruption

2.1. As per the RGoB policy, Purchasers require that the Bidders and Suppliers observe the highest standards of ethics during the procurement and execution of contracts. The terms “Corrupt Practice”, “Fraudulent practice”: “Collusive practice”, “Coercive practice” "Obstructive practice" shall have the meanings set out in GCC Clause 4 and applicable procurement rules. In pursuance of this policy, the Purchaser:

- a) will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the contract in question;
- b) will sanction a firm or individual, including declaring them ineligible, either indefinitely or for a stated period of time, to be awarded contract if it at any time determines that they have, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for, or in executing for the contract;

- c) will have the right to require that a provision be included in Bidding Documents and in contracts, requiring Bidders, Suppliers and their Subcontractors to permit the Purchaser, any organization or person appointed by the Purchaser to inspect their accounts and records and other documents relating to their Bid submission and contract performance and to have them audited by auditors appointed by the Purchaser;
 - d) requires that Bidders, as a condition of admission to eligibility, execute and attach to their bids an Integrity Pact Statement in the form provided in Section III, Bidding Forms. Failure to provide a duly executed Integrity Pact Statement may result in disqualification of the Bid; and
 - e) will report any case of corrupt, fraudulent, collusive, coercive or obstructive practice to the relevant RGoB agencies, including but not limited to the Anti- corruption Commission (ACC) of Bhutan, for necessary action in accordance with the statutes and provisions of the relevant agency.
- 2.2. Furthermore, Bidders shall be aware of the provisions on Fraud, Corruption and Ethical Conduct under GCC Clause 4 and Confidentiality, Records and Audit under GCC Clause 37.

3. Eligible Bidders

- 3.1. A Bidder, and all parties constituting the Bidder, may have the nationality of any country, subject to the restrictions specified in ITB. 4.1 a & b. A Bidder shall be deemed to have the nationality of a country if the Bidder is a citizen or is constituted, incorporated, or registered and operates in conformity with the provisions of the laws of that country. This criterion shall also apply to the determination of the nationality of proposed subcontractors or suppliers for any part of the Contract including Related Services.
- 3.2. A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. Bidders may be considered to have a conflict of interest with one or more parties in this bidding process if they:
- a) are associated, or have been associated in the past, with a firm or any of its affiliates which has been engaged by the Purchaser to provide consulting services for the preparation of the design, specifications and/or other documents to be used for the procurement of the Goods and related Service to be purchased pursuant to these Bidding Documents, or
 - b) submit more than one Bid in this bidding process, except for alternative offers permitted under ITB Clause 15. However, this does not limit the participation of subcontractors in more than one Bid.

- c) employ or otherwise engage, either directly or through any of their affiliates, dependent or close relative of the Purchaser employee or has an authority over it. For the purposes of this Sub-Clause, a close relative is defined as an immediate family which includes father, mother, brother, sister, spouse and own children.

3.3. Government-owned enterprises in Bhutan shall be eligible only if they can establish that they:

- a) are legally and financially autonomous;
- b) operate under commercial law; and
- c) are not a dependent agency (directly or indirectly) of the Purchaser.

3.4. A Bidder that is under a declaration of ineligibility pursuant to ITB Sub-Clause 2.1c) shall not be eligible to participate in this bidding process in any capacity.

3.5. Bidders shall provide such evidence of their continued eligibility satisfactory to the Purchaser as the Purchaser shall reasonably request.

4. Exclusion of Bidders

4.1. A Bidder shall be excluded from participating in this bidding process if:

- a) the Bidder does not hold a valid licence for the particular activity or supply, where such licence is required;
- b) the Bidder has been debarred from participation in any public procurement by any Competent Authority as per law;
- c) the Bidder is insolvent, in receivership, bankrupt, in the process of being wound up, or has entered an arrangement with creditors;
- d) the Bidder's affairs are being administered by a court, judicial officer or appointed liquidator;
- e) the Bidder has suspended its business or is in any analogous situation arising from similar procedures under the laws and regulations of its country of establishment;
- f) the Bidder has been found guilty of professional misconduct by a recognized tribunal, professional body, Government Authority or judiciary;
- g) the Bidder has not fulfilled its obligations with regard to the payment of taxes or other payments due in accordance with the laws of the country in which it is established;
- h) the Bidder has performed poorly or failed in previous contracts; or
- i) the Bidder is blacklisted by any Government Authority.

4.2. A firm engaged by the Purchaser to provide consulting services for the preparation or implementation of a project, including any of its affiliates, shall be disqualified from supplying Goods resulting from or

directly related to such consulting services. This restriction shall not apply where Consultants, Contractors or Suppliers are jointly performing the Supplier's obligations under a turnkey or design-and-build Contract.

5. Eligible Goods and Related Services

- 5.1. All the Goods and Related Services to be supplied under the Contract may have their origin in any country, in accordance to ITB. 4.1 (a & b).
- 5.2. For the purposes of this Clause, the term "Goods" includes commodities, raw material, machinery, equipment and industrial plants; and "Related Services" includes services such as insurance, supervision, installation, training, and initial maintenance.
- 5.3. The term "origin" means the country where the Goods have been mined, grown, cultivated, produced, manufactured or processed; or, through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.

B. Contents of Bidding Document

6. Parts of Bidding Document

- 6.1. The Bidding Document consists of Bidding Procedure and Contracts which include all the Sections indicated below and should be read in conjunction with any Addenda issued in accordance with ITB Clause 9.

Section I	Instructions to Bidders (ITB)
Section II	Bid Data Sheet (BDS)
Section III	Bidding Forms
Section IV	General Conditions of Contract (GCC)
Section V	Special Conditions of Contract (SCC)
Section VI	Contract Forms
Annexure-I	Schedule of Supply and Technical Requirements

7. General Information

- 7.1. The Invitation for Bids issued by the Purchaser is not part of the Bidding Document.

- 7.2. The Purchaser is not responsible for the completeness of the Bidding Document and their addenda, if any, if these were not obtained directly from the Purchaser.
- 7.3. The Bidder is expected to examine all instructions, forms, terms and specifications in the Bidding Document. Failure to furnish all information or documentation required by the Bidding Document may result in the rejection of the Bid.

8. Clarification of Bidding Document

- 8.1. Bidders shall not be allowed to seek any clarification of the Bidding Documents in person or by telephone or other verbal means.
- 8.2. A prospective Bidder requiring any clarification of the Bidding Documents shall notify the same to the Purchaser in writing at the Purchaser's address specified in the BDS.
- 8.3. The Purchaser shall respond in writing to any such request for clarification, provided that it is received no later than the date and time specified in the BDS.
- 8.4. Copies of the Purchaser's response shall be uploaded in the Purchaser's or relevant website including a description of the enquiry without disclosing the name of the Bidder(s) seeking clarification. Should the Purchaser deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure under ITB Clause 9 and ITB Sub-Clause 26.2.
- 8.5. A pre-bid meeting shall be conducted only, if necessary, to clarify doubts and concerns of the Bidders prior to submission of Bids. The Bidders shall be invited to attend pre-bid meeting to be held on the date, time and location specified in BDS.
- 8.6. Non-attendance at the pre-bid meeting will not be a cause for disqualification of Bidders but at the same time shall not entitle them to raise any query at a later date.
- 8.7. The Bidders are requested to submit their questions and queries in writing not later than one week before the meeting. Clarifications to the queries raised in the pre-bid meeting, including the text of the questions raised without identifying the source, and the responses given together with any responses prepared after the meeting, shall be circulated to all Bidders and also uploaded on the Purchaser's website.
- 8.8. Any modification to the Bidding Documents that may become necessary as a result of the pre-bid meeting shall be made by the Purchaser through the issue of an addendum and not through the clarifications to the queries of pre-bid meeting.

9. Amendment of Bidding Documents

- 9.1. At any time prior to the deadline for submission of Bids, the Purchaser may amend the Bidding Documents by issuing an addendum. This may be done either on the Purchaser's own initiative or in response to a clarification request from a prospective Bidder.
- 9.2. Any addendum thus issued shall be part of the Bidding Documents and shall be uploaded in the Purchaser's website and or relevant website such addendum shall be binding on the prospective Bidders.
- 9.3. The Purchaser may, at its discretion, extend the deadline for submission of Bids pursuant to ITB Sub-Clause 26.2 to allow prospective Bidders reasonable time in which to take the addendum into account in preparation of their Bids.
- 9.4. It will be the responsibility of such Bidders to regularly visit the website for any addendum to the Bidding Documents until the last date of bid submission. The Purchaser shall in no way be responsible for any ignorance of the Bidder about the addendum to the Bidding Documents.

C. Preparation of Bid

10. Cost of Bidding

- 10.1. The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Purchaser shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

11. Language of Bid

- 11.1. The Bid, as well as all correspondence and documents related to the Bid exchanged by the Bidder and the Purchaser, shall be in English. Supporting documents and printed literature that are part of the Bid shall be in English and if in any other language, should be translated to English. The English translation shall prevail on the interpretation.

12. Documents comprising the Bid

- 12.1. The Bid shall comprise the following:
 - a) Bid Submission Forms and Price Schedules in accordance with ITB Clauses 13 &14 ;

- b) Bid Security, in accordance with ITB Clause 23;
- c) Written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB Clause 24;
- d) Documentary evidence in accordance with ITB Clauses 20 that the Goods and Related Services conform to the Bidding Documents;
- e) Documentary evidence in accordance with ITB Clause 21 establishing the qualification of the Bidders;
- f) Alternative Bids, if permissible, in accordance with ITB Clause 15;
- g) Integrity Pact Statement, in accordance with ITB Sub-Clause 2.1d);
- h) Deviation Schedule in accordance with Form VI of Section III; and
- i) Relevant Bidding forms
- j) Any other documents required in the BDS.

13. Submission of Bid

- 13.1. The Bidder shall submit the Bid Submission Form using the form furnished in Section III. This form must be completed without any alterations to its format, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.
- 13.2. A bid in which the Bid Submission Form is not duly filled, signed and sealed by the Bidder shall be rejected.

14. Price Schedule

- 14.1. The Bidder shall submit the Price Schedules for Goods and Related Services according to their origin as appropriate, using the forms furnished in Section III, Bidding Forms.

15. Alternative Bids

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

16. Bid Prices and Discounts

- 16.1. The prices and discounts quoted by the Bidder in the Bid Submission Form and in the Price Schedules shall conform to the requirements specified below:
- a) all lots and items must be listed and priced separately in the Price Schedules;
 - b) the price to be quoted in the Bid Submission Form shall be the total price of the Bid excluding any discounts offered; and
 - c) the Bidder shall quote any unconditional discounts and the methodology for their application in the Bid Submission Form.
- 16.2. The terms EXW, CIF, CIP, DDP and other similar terms shall be governed by the rules prescribed in the current edition of Incoterms, published by the International Chamber of Commerce pursuant to GCC Sub-Clause 3.6.
- 16.3. Unless otherwise stated in the BDS, Prices shall be quoted inclusive of all applicable taxes and levies, transportation, handling costs and any other associated cost to fulfil the contractual obligations, as specified in the Price Schedule forms for Goods and Related Services included in Section III, Bidding Forms.
- a) For Goods manufactured in Bhutan:
 - (i) the price of the Goods quoted EXW (ex-works, ex-factory, ex warehouse, ex showroom, or off-the-shelf, as applicable), including all Customs duties and sales and other taxes already paid or payable on the components and raw material used in the manufacture or assembly of the Goods;
 - (ii) any Bhutan sales and other taxes which will be payable on the Goods if the contract is awarded to the Bidder;
 - (iii) the price for inland transportation, insurance and other local services required to deliver the Goods to their final destination specified in the BDS; and

(iv) the total price for the item.

b) For Goods manufactured outside Bhutan

(i) The price of Goods, quoted CIF/CIP/DDP/any other, place of Entry in Bhutan, as specified in BDS;

(ii) Custom Duties and any other taxes which will be payable on the Goods in Bhutan, if specified in BDS;

(iii) The Cost of inland transportation, insurance and other local costs incidental to delivery of the Goods from the Port of entry to their final destination, if specified in BDS; and

(iv) the total price for the item

(c) for Related Services, other than inland transportation and other services required to convey the Goods to their final destination, whenever such Related Services are specified in the *Schedule of Supply*, the price of each item comprising the Related Services (inclusive of any applicable taxes).

16.4. Bidders wishing to offer any price reduction (discount) for the award of more than one Contract shall specify in their Bid the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Price reductions or discounts shall be submitted in accordance with ITB Sub-Clause 16.1, provided the Bids for all lots are submitted and opened at the same time.

16.5. If so, indicated in ITB Sub-Clause 16.1, Bids are being invited for individual items, lots or packages as indicated in the BDS, unless otherwise indicated in the BDS, prices quoted shall correspond to one hundred percent (100%) of the items specified for each lot and to one hundred percent (100%) of the quantities for each item of a lot. Bidders wishing to offer any price reduction (discount) for the award of more than one Contract shall specify in their Bid the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Price reductions or discounts shall be submitted in accordance with ITB Sub- Clause 16.1, provided the Bids for all lots are submitted and opened at the same time.

17. Vendor Performance Management System

17.1. The performance of the vendor shall be assessed as per the Vendor Performance Management System (VPMS) available in tender.bt for the purpose of assessing the performance of the supplier.

18. Price Variation

- 18.1. Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account, unless otherwise specified in the BDS. A Bid submitted with an adjustable price quotation shall be treated as non-responsive and shall be rejected pursuant to ITB Clause 35 unless adjustable price quotations are permitted by the BDS. If, in accordance with the BDS, prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract, a Bid submitted with a fixed price quotation shall not be rejected, but the price adjustment shall be treated as zero.

19. Currencies of Bid

- 19.1. The unit rates and prices required to be quoted by the Bidder shall be as per the currencies specified in the BDS.
- 19.2. The reference exchange rate (selling rate) prevailing on the day of Bid opening or the immediate preceding date as posted by the Royal Monetary Authority of the Kingdom of Bhutan shall be used for conversion of prices.
- 19.3. Bid prices shall be evaluated in accordance to ITB 38. The payments shall be made in the currency of the bid and any banking charges related to payment shall be borne by the Suppliers.

20. Documents Establishing the Conformity of the Goods and Related Services

- 20.1. To establish the conformity of the Goods and Related Services to the Bidding Document, the Bidder shall furnish as part of its Bid documentary evidence that the Goods conform to the technical specifications and standards.
- 20.2. 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 must be clearly indicated in the deviation schedule under Section III, Bidding Form.
- 20.3. The Bidder shall also furnish a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods

during the period specified in the BDS following commencement of the use of the Goods by the Purchaser.

- 20.4. Standards for workmanship, process, material and equipment, as well as references to brand names or catalogue numbers specified by the Purchaser in the Schedule of Supply, are intended to be descriptive only and not restrictive. The Bidder may offer other standards of quality, brand names and/or catalogue numbers, provided that it demonstrates to the Purchaser's satisfaction that the substitutions ensure equivalence or are superior to those specified in the Schedule of Supply with exception in certain Bulk items, Strategic Critical and Strategic Security items category.
- 20.5. In order to demonstrate that the Goods offered are of acceptable quality and standard, the Bidder shall submit relevant catalogues/datasheets and such test certificates, ISO certificates, client references, past-performance evidence or manufacturer profile as may be applicable to the Goods and specifically required in the BDS or Annexure-I. Such documents shall not be mandatory for standard accessories, cables, consumables or off-the-shelf items unless expressly required.

21. Documents Establishing the Qualification of Bidders

- 21.1. The Bidder shall have the minimum level of financial capacity if so, specified in the BDS to qualify for supply of Goods and Related Services under the Contract.
- 21.2. The Bidder shall have following technical capacity and minimum level of experience to qualify for supply of Goods and Related Services under the Contract:
- a) the 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 service if so, specified in the BDS; and
 - c) minimum production capacity or availability of equipment if so, specified in the BDS.
- 21.3. The documentary evidence of the Bidder's qualifications to perform the contract if its Bid is accepted shall establish to the Purchaser's satisfaction:
- a) that, if required by the BDS, a Bidder that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer's Authorization using the form included in Section III, 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/dealer 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, if permitted in the BDS, Bids submitted by a Joint Venture/Consortium (JV/C) 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 the lead partner of the JV/C, authorized to incur liabilities, and to receive instructions for and on behalf of any and all partners of the JV/C;
 - (iv) the execution of the entire Contract, including payment, shall be done exclusively with the lead partner; and
 - (v) a copy of the JV/C Agreement entered into by the partners is submitted with the Bid; or a Letter of Intent to execute a JV/C 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.

22. Period of Validity of Bids

- 22.1. Bids shall remain valid for the period specified in the BDS from the Bid submission deadline prescribed by the Purchaser. A Bid valid for a shorter period and inadequate value shall be rejected by the Purchaser as non-responsive.
- 22.2. In exceptional circumstances, prior to expiry of the Bid validity period, the Purchaser may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing. The Bid Security shall also be extended for a corresponding period. A Bidder may refuse the request to extend the validity of its Bid without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its Bid, except as provided in ITB Sub-Clause 22.3.
- 22.3. The provisions of the ITB 23 regarding the forfeiture and discharge of Bid Security shall continue to apply during the extended period of Bid Validity.

23. Bid Security

- 23.1. The Bidder shall furnish, as part of its Bid, Bid Security applicable to each Lot for which it submits a Bid, in the amount specified in the BDS. Where more than one Lot is quoted, the Bid Security shall cover the aggregate amount required for all Lots quoted.
- 23.2. The Bid Security shall at the Bidder's option, be in any of the following forms:
- (i) an Unconditional Bank Guarantee (in accordance with the form included in Section III, Bidding Forms); or
 - (ii) a Banker's Certified Cheque/Cash Warrant or
 - (iii) a Demand Draft;
 - (iv) Cash deposit through Bank Transfer, in case of exceptional circumstance where the submission of bid security by the above form are not possible.
- 23.3. The Bid security shall be issued by a reputable financial institution enforceable in any Banks in Bhutan.
- 23.4. A scanned copy of the Bid Security shall be uploaded electronically through tender.bt in accordance with the BDS and tender.bt submission requirements. The original Bid Security instrument (where applicable) shall also be delivered to the Projects & Procurement Office, GreenDigital Limited, on or before the bid submission deadline. Submission of the original Bid Security is the only physical submission required; all other Bid documents shall be submitted online through tender.bt.
- 23.5. Bid Security shall remain valid for thirty (30) days beyond the end of the Bid validity period, as extended, if applicable. The applicable validity date shall be as specified in the BDS.
- 23.6. Any Bid not accompanied by a valid Bid Security shall be rejected by the Purchaser as non-responsive.
- 23.7. The Bid Securities of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder furnishing the Performance Security pursuant to ITB Clause 45. In case of single stage-two envelope and two stage mode of tendering, Bid Security of non-responsive Bidders shall be returned immediately after technical evaluation.
- 23.8. The Bid Security shall be forfeited:
- a) if a Bidder withdraws its Bid during the period of Bid validity except as provided in ITB Sub-Clause 22.2; or
 - b) if the successful Bidder fails to:
 - (i) sign the Contract in accordance with ITB Clause 44;
 - (ii) furnish a Performance Security in accordance with ITB Clause 45; or

- (iii) accept the correction of its Bid Price pursuant to ITB Sub-Clause 35.4.

24. Format and Signing of Bid

- 24.1. The Bidder shall prepare and submit one complete electronic Bid through tender.bt in accordance with the electronic submission procedures specified in the BDS.
- 24.2. All electronic Bid forms and documents requiring signature shall be duly completed and signed by a person authorized to sign on behalf of the Bidder, and uploaded through tender.bt in the required format.
- 24.3. Any correction or amendment to an electronic Bid document shall be incorporated in the final signed document uploaded through tender.bt before the submission deadline.

D. Submission and Opening of Bids

25. Electronic Submission of Bids through tender.bt

- 25.1. Bids shall be submitted ONLINE ONLY through tender.bt in accordance with the electronic submission procedures specified in the BDS.
- 25.2. The electronic Bid shall contain all documents, forms, technical information and financial information required by this Bidding Document and shall be uploaded in the appropriate fields/sections of tender.bt.
- 25.3. Where a Single-Stage Two-Envelope process is used in tender.bt:
- a) The Technical Bid section/envelope in tender.bt shall contain all technical and qualification documents required by the Bidding Document.
 - (i) The technical Bid documents shall be duly completed and signed by the authorized signatory where required.
 - b) The Financial Bid section/envelope in tender.bt shall contain the Price Schedule and all financial information required by the Bidding Document.
 - (i) The financial Bid documents shall be duly completed and signed by the authorized signatory where required.

- 25.4. Where a Single-Stage Single-Envelope process is used, the Bidder shall upload both technical and financial documents through the corresponding tender.bt submission fields as configured for the tender.
- 25.5. The Bidder shall ensure that its legal name and other identification details entered in tender.bt correspond with the information contained in its Bid.
- 25.6. The Bidder is responsible for correctly uploading all required documents to the appropriate tender.bt fields before the submission deadline.
- 25.7. Where a Two-Stage process is used, submission of the first-stage and second-stage Bids shall be made electronically through tender.bt in accordance with the system configuration and instructions issued by the Purchaser.
- 25.8. Electronic submission through tender.bt is MANDATORY. Bidders shall follow the electronic submission procedures specified in the BDS and the instructions available on tender.bt.

26. Deadline for Submission of Bids

- 26.1. Bids shall be submitted through tender.bt no later than the date and time specified in the BDS. The tender.bt system time shall govern the submission deadline.
- 26.2. Only Bids successfully submitted through tender.bt before the submission deadline shall be considered.
- 26.3. The Purchaser may, at its discretion, extend the deadline for the submission of Bids by amending the Bidding Documents in accordance with ITB Clause 9, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.
- 26.4. In the event of the specified date for submission of Bids being declared a holiday for the Purchaser, the bids will be received up to the specified time on the next working day. Such postponement of the date will not have any impact on the other dates specified bidding document (Bid Validity and validity of Bid Security).

27. Late Bids

- 27.1. The tender.bt system shall not accept submission of a Bid after the submission deadline. A Bid not successfully submitted through tender.bt before the deadline shall not be considered.

28. Withdrawal, Substitution and Modification of Bids

- 28.1. A Bidder may withdraw, substitute or modify its Bid before the submission deadline only through the functions/procedures available in tender.bt. Any revised submission shall comply with the electronic submission requirements and shall be completed before the deadline.
- a) Withdrawal, substitution or modification shall be made electronically through tender.bt in accordance with the system procedures.
- 28.2. Any withdrawal, substitution or modification must be completed before the deadline prescribed for submission of Bids in accordance with ITB Clause 26.
- 28.3. A Bid withdrawn through tender.bt before the submission deadline shall not be considered for opening or evaluation.
- 28.4. No Bid may be withdrawn, substituted or modified in the interval between the deadline for submission of Bids and the expiry of the period of Bid validity specified by the Bidder on the Bid Submission Form or any extension thereof.
- 28.5. Withdrawal of a bid between the deadline for submission of bids and expiration of the period of bid validity specified as extended pursuant to Clause 22.1, may result in the forfeiture of the Bid Security pursuant to Clause 23.5. If the lowest or the lowest evaluated Bidder withdraws his bid between the periods specified in this clause, the bid security of the Bidder shall be forfeited.

29. Bid Opening

- 29.1. The Purchaser shall conduct the Bid Opening electronically through tender.bt at the date and time specified in the BDS. The electronic opening record/system-generated information shall form the official record of Bid Opening.
- 29.2. Bid Opening shall be conducted through tender.bt in accordance with the applicable electronic procurement procedures.

- 29.3. Any Bid validly withdrawn through tender.bt before the submission deadline shall not be opened.
- 29.4. Where a Bid has been validly substituted through tender.bt before the submission deadline, only the latest valid Bid submission recorded by the system shall be considered.
- 29.5. Where a Bid has been validly modified through tender.bt before the submission deadline, the latest valid Bid submission recorded by the system shall be considered for opening and evaluation.
- 29.6. At electronic Bid Opening, the information available through tender.bt, including the Bidders' names, Bid prices where applicable, discounts, Bid Security status and such other details configured for disclosure, shall be recorded in the system-generated Bid Opening record.
- 29.7. No Bid shall be rejected at Bid Opening except as provided under the applicable tender.bt procedures and the requirements of this Bidding Document, including Bid Security requirements.
- 29.8. Only the latest valid electronic Bid submission recorded in tender.bt as at the submission deadline shall be considered for evaluation.
- 29.9. The system-generated Bid Opening record in tender.bt shall be treated as the official Bid Opening record.
- 29.10. In case of Single Stage Two Envelope Bid, technical bid shall only be opened on the bid opening date. The date for opening the financial bid shall be intimated to the Bidders whose Bid is found responsive in the techno-commercial evaluation.

E. Evaluation and Comparison of Bids

30. Confidentiality

- 30.1. Information relating to the examination, evaluation, comparison of Bids, and recommendation of Contract Award, shall not be disclosed to Bidders or any other persons not officially concerned with such process until publication of the Contract Award.
- 30.2. Any effort by a Bidder to influence the Purchaser in the examination, evaluation, comparison and post qualification of the Bids or Contract Award decisions may result in the rejection of its Bid.
- 30.3. Notwithstanding ITB Sub-Clause 30.2, from the time of Bid Opening to the time of Contract Award, if any Bidder wishes to contact the Purchaser on any matter related to the bidding process, it should do so in writing.

31. Clarification of Bids

- 31.1. To assist in the examination, evaluation, comparison of the Bids, the Purchaser may, at its discretion, ask any Bidder for a clarification of its Bid such as discrepancies between the offered Guaranteed Technical Particulars and test value/ drawings/relevant documents, any documentary evidences including type test report, past performance certificates, ISO certificates etc.
- 31.2. Any clarification submitted by a Bidder that is not in response to a request by the Purchaser shall not be considered. The Purchaser's request for clarification and the response shall be in writing. No change in the prices or substance of the Bid shall be sought, offered or permitted, except to confirm the correction of arithmetic errors discovered by the Purchaser in the evaluation of the Bids, in accordance with ITB Clause 35. If a Bidder does not provide clarifications of its Bid by the date and time set by the Purchaser, the bid may be rejected.

32. Preliminary Examinations of Bids

- 32.1. The Purchaser shall examine the Bids to confirm that all documents and information requested in ITB Clause 12 have been provided, and to determine the completeness of each document submitted.
- 32.2. The Purchaser shall confirm that the following documents and information have been provided in the Bid. If any of these documents or information is missing, the offer shall be rejected.
 - a) Bid Submission Form, in accordance with ITB Sub-Clause 12.1(a);
 - b) Price Schedules, in accordance with ITB Sub-Clause 12.1 (a);
 - c) Bid Security, in accordance with ITB Clause 23.
- 32.3. No conditional offer(s) shall be allowed. A bid with conditional offers shall be rejected.

33. Examination of Techno-Commercial Bids

- 33.1. The Purchaser shall examine the Bid to confirm that all terms and conditions specified in the BDS and the SCC have been accepted by the Bidder without any material deviation or reservation.
- 33.2. During the evaluation of bids, the following definitions shall apply:
 - a) "Deviation" is a departure from the requirements specified in the Bidding Document. Any comments, remarks, observations and feedbacks will constitute as deviation and shall be indicated in the deviation sheet;

- b) “Reservation” is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Document; and
- c) “Omission” is the failure to submit part or all of the information or documentation required in the Bidding Document.

33.3. The Purchaser shall evaluate the technical aspects of the Bid submitted in accordance with ITB Clause 20, to confirm that all requirements specified in Schedule of Supplies, have been met without any material deviation or reservation.

33.4. If, after the examination of the terms and conditions and the technical evaluation, the Purchaser determines that the Bid is not substantially responsive in accordance with ITB Clause 35, the bid shall be rejected.

34. Responsiveness of Bids

34.1. The Purchaser’s determination of a Bid’s responsiveness shall be based on the contents of the Bid itself, and is to determine which of the Bids received are responsive and thereafter to compare the responsive Bids against each other to select the lowest evaluated Bid.

34.2. A substantially responsive Bid is one that conforms to all the terms, conditions and technical 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; or
- b) limits in any substantial way inconsistent with the Bidding Documents, the Purchaser’s rights or the Bidder’s obligations under the Contract; or
- c) if rectified would affect unfairly the competitive position of other Bidders presenting responsive Bids

34.3. If a Bid is not substantially responsive to the Bidding Documents, it shall be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation or omission.

35. Nonconformities, Errors and Omissions

- 35.1. Provided that a Bid is substantially responsive, the Purchaser may waive any non-conformities or omissions in the Bid that do not constitute a material deviation.
- 35.2. Provided that a Bid is substantially responsive, the Purchaser may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities 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.
- 35.3. Provided that the Bid is substantially responsive, the Purchaser 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 price shall prevail and the line-item total shall be corrected, unless in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the line-item total as quoted shall govern and the unit price shall be corrected;
 - 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 35.3 (a) and (b) above.
- 35.4. If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be disqualified, and its Bid Security shall be forfeited.

36. Conversion to Single Currency

- 36.1. For evaluation and comparison purposes, the Purchaser shall convert all Bid prices expressed in amounts in various currencies into a single currency based on the Telegraphic Transfer (TT) selling rate published by the Royal Monetary Authority of Bhutan on the day of bid opening.

37. Margins of Preferences

- 37.1. A margin of preference may apply to domestic Goods manufactured in Bhutan as provided for in the BDS. To avail a margin of preference, the Bidder shall provide a value addition certificate from the Ministry of Economic Affairs.

38. Detail Evaluation and Comparison of Bids

- 38.1. The Purchaser shall evaluate each Bid that has been determined, up to this stage of the evaluation, to be substantially responsive.
- 38.2. To evaluate a Bid, the Purchaser shall only use the factors, methodologies and criteria defined in this ITB Clause 38. No other criteria or methodology shall be permitted.
- 38.3. To evaluate a Bid, the Purchaser 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 16;
 - c) price adjustment for correction of arithmetic errors in accordance with ITB Clause 35.3;
 - d) price adjustment due to discounts offered in accordance with ITB Clause 16.4;
 - e) adjustments due to the application of the evaluation criteria specified in the BDS; and
 - f) adjustments due to the application of a margin of preference, in accordance with ITB Clause 37, if applicable.
 - g) If required, the Purchaser may carry out the inspections of the Bidder's factories to assess the production and technical capacity of the Bidder to perform the Contract. The Purchaser shall notify in advance of the date in writing on which the inspection will be made.
- 38.4. The Purchaser's evaluation of a Bid shall exclude and not consider:
- a) in the case of Goods manufactured in Bhutan, sales and other similar taxes which will be payable on the Goods if the Contract is awarded to the Bidder;

- b) in the case of Goods manufactured outside Bhutan, already imported or to be imported, Customs duties and other import taxes levied on the imported Goods, sales and other similar taxes which will be payable on the Goods if the Contract is awarded to the Bidder; and
 - c) any allowance for price adjustment during the period of execution of the Contract, if provided in the Bid.
- 38.5. The Purchaser's evaluation of a Bid may require the consideration of other factors in addition to the Bid Price quoted in accordance with ITB Clause 16. 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, the factors, criteria and the methodology of application shall be as specified in ITB Sub-Clause 38.3 (e).
- 38.6. If so, specified in the BDS, these Bidding Documents shall allow Bidders to quote separate prices for one or more lots, and shall allow the Purchaser to award one or multiple lots to more than one Bidder. The methodology of evaluation to determine the lowest evaluated lot combinations is specified BDS.
- 38.7. The Purchaser shall compare all substantially responsive Bids to determine the lowest evaluated Bid, in accordance with ITB Sub-Clause 34.

39. Abnormally High / Low Bids

- 39.1. An abnormally low bid is one where the bid price, in combination with other elements of the bid appears to be so low that it raises concerns as to the capability of the Bidders to perform the contract for the offered bid price.
- 39.2. When the prices in a particular bid appear abnormally low or seriously unbalanced, the Purchaser shall revisit/ review its own estimated value. Based on the revised value, decision shall be taken to reject/ accept the abnormally low or high bids. The Procuring Agency /TEC shall seek written clarifications from the Bidder including detailed price analysis of its bid price in relation to the subject matter of the contract and any other requirements of the request for Bidding Documents.
- 39.3. If the Purchaser decides to accept the abnormally low bid after considering the above, the Bidder shall be required to provide additional differential security equivalent to the difference between the estimated amount and the quoted price in addition to the performance security, to a maximum of 10% of the quoted amount in the form of BG/DD enforceable in any Bank of Bhutan. The Differential security shall be retained till the completion of the supplies.

- 39.4. If the prices of all the received bids are abnormally high then the Purchaser may negotiate with the lowest evaluated Bidder after approval of the Competent Authority. In case the negotiation fails, all bids may be rejected.

40. Purchaser's Right to Accept Any Bid, and Reject Any or All Bids

- 40.1. The Purchaser reserves the right to accept or reject any Bid, and to annul the bidding process and reject all Bids at any time prior to Contract award, without thereby incurring any liability to Bidders.

F. Award of Contract

41. Award Criteria

- 41.1. The Purchaser shall award the Contract to the Bidder whose offer has been determined to be the lowest evaluated Bid and is substantially responsive to the Bidding Documents, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

42. Purchaser's Right to vary quantities

- 42.1. At the time the Contract is awarded, the Purchaser reserves the right to increase or decrease the quantity of Goods and Related Services originally specified Schedule of Supply, provided this does not exceed 25% of the total quantity of the item without any change in the unit prices or other terms and conditions of the Bid and the Bidding Documents.

43. Notification of Award

- 43.1. Prior to expiry of the period of Bid validity, the Purchaser shall notify the successful Bidder, in writing, that its Bid has been accepted and may publish a Notification of Award on the Purchaser's website or relevant website.
- 43.2. Until a formal Contract is prepared and executed, the Notification of Award shall constitute a binding Contract.
- 43.3. Upon the successful Bidder furnishing the signed Contract Form and the Performance Security pursuant to ITB Clause 45. The Purchaser shall promptly notify each unsuccessful Bidder and discharge its Bid Security, pursuant to ITB Sub-Clause 23.4.

- 43.4. After the issuance of Notification of Award, unsuccessful Bidders within three (3) days may request in writing to the Purchaser for a debriefing seeking explanations of the grounds on which their Bids were not selected. Where a request for debriefing has been received within the deadline, the Purchaser shall provide debriefing within five (5) days in writing to any unsuccessful Bidder.

44. Signing of Contract

- 44.1. At the same time as notifying the successful Bidder in writing through NoA that its Bid has been accepted, the Purchaser shall invite the successful Bidder for signing of Contract Agreement.
- 44.2. Within the time period specified in the BDS, on issuance of the NoA the successful Bidder are required to submit performance security and sign the Contract Agreement.
- 44.3. Where the Contract is not signed by both parties in person:
- a) The Purchaser shall send to the successful Bidder a duly signed copy comprising of complete Contract documents and the NoA. These documents shall be signed by the successful Bidder or its duly authorized representative, together with the date of signature, in order for the Contract to be effective;
 - b) The NoA shall indicate the deadline within which the successful Bidder shall sign these documents with the date of signature and return a copy to the Purchaser, in accordance with the mode of delivery including electronic mode (e.g., scanned copy with electronic signature, etc.) as may be specified by the Purchaser in the NoA;
 - c) The Contract shall become effective from the date of signing these documents;
 - d) Failure of the successful Bidder to accept the award/ sign the contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security.
- 44.4. Notwithstanding ITB Sub-Clause 45.2 above, in case signing of the Contract Agreement is prevented by any export restrictions attributable to the Purchaser, to Bhutan, or to the use of the products/Goods, systems or services to be supplied, where such export restrictions arise from trade regulations from a country supplying those Goods, systems or services, the Bidder shall not be bound by its Bid, always provided, however, that the Bidder can demonstrate to the satisfaction of the Purchaser that signing of the Contract Agreement has not been prevented by any lack of diligence on the part of the Bidder in completing any formalities, including applying for permits, authorizations and/or licenses necessary for the export of the Goods, systems or services under the terms of the Contract.

45. Performance Security

- 45.1. Within the time period specified in the BDS, on receipt of Notification of Award from the Purchaser, the Bidder shall submit the Performance Security in accordance with the GCC 16, using any of the following forms:
- a) Unconditional bank guarantee in the form provided for in Section VI, Contract Forms
 - b) Forms, or another form acceptable to the Purchaser, or
 - c) Banker's certified cheque/cash warrant, or
 - d) Demand draft.
 - e) Cash deposit through Bank transfer only in case of exceptional circumstances in the Purchaser's bank account.
- 45.2. If the Performance Security is provided by the successful Bidder in the form of a bank guarantee issued by any Financial Institution enforceable in any Banks in Bhutan.
- 45.3. Failure by the successful Bidder to submit the above-mentioned Performance Security or to sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event the Purchaser may award the Contract to the next lowest evaluated Bidder whose offer is substantially responsive and is determined by the Purchaser to be qualified to perform the Contract satisfactorily. Such a failure shall be considered as "withdrawal" and all relevant clauses shall apply.

SECTION II. BID DATA SHEET

The Bid Data Sheet (BDS) contains information and provisions that are specific to a particular bidding process. The Purchaser must specify in the BDS only information that the Instructions to Bidders (ITB) request be specified in the BDS. All information shall be provided, and no clause shall be left blank. To facilitate the preparation of the BDS, its clauses are numbered with the same numbers as the corresponding ITB clauses. This guide provides information to the Purchaser on how to enter all required information and includes a BDS format that summarizes all information to be provided.

ITB	Particulars
1.1	The Purchaser is: GreenDigital Limited, Thimphu, Bhutan
8.2	For Bid clarification purposes, the Purchaser's address is: Attention: Chenchor Rinzin Address: Projects & Procurement Office, GreenDigital Limited Phone number: +97517112915 Electronic mail: chenchorinzin@gdl.bt
8.3	Bid Clarification request will be received on or before: Date: 24 September 2026
8.5	A pre-bid meeting shall not take place.
11.1	The language of bid is: English
12.1(i)	The Bidder shall submit with its Bid the following additional documents: a) Copies of valid Trade License b) Latest Tax Clearance Certificate
15.1	Alternative Bids shall not be permitted.
16.3	The Bidder shall quote prices on CIF - Centralized Store, Jamjee, Bhutan (Incoterms® 2020) basis.
16.3 (a) (iii) & (b) (i, ii, iii)	The final destination is: Centralized Store, Jamjee, Bhutan.
16.5	Bids are invited on a Lot-wise basis. Bidders may quote for one or more Lots. However, for each Lot quoted, the Bidder shall quote for ALL items and 100% of the quantities specified within that Lot. Partial quotation within a Lot is not permitted and

ITB	Particulars
	shall be non-responsive for that Lot. Evaluation and award shall be carried out Lot-wise.
18.1	The prices quoted by the Bidder shall not be adjustable.
19.1	The Bidder shall quote in Ngultrum.
20.3	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.
21.1	Qualification Requirements The Bidder shall demonstrate adequate financial, technical and supply capability to perform the Contract for the Lot(s) quoted. The qualification requirements shall include: (a) Financial Capacity: The Bidder shall have an average annual turnover during the last three (3) completed financial years of not less than 100% of the estimated value of the Lot(s) quoted, supported by audited financial statements, tax returns, certified annual accounts, or other documentary evidence acceptable to the Purchaser. Where the Bidder has operated for less than three years, the available completed financial years shall be considered. Where more than one Lot is quoted, the financial capacity requirement shall be assessed against the aggregate estimated value of the Lots quoted. (b) Specific Experience: The Bidder shall have successfully completed at least two (2) contracts/purchase orders for similar ICT, communication, networking or related equipment during the last three (3) years, supported by Purchase Orders, Contracts, Completion/Acceptance Certificates, invoices, client references, or equivalent documentary evidence. (c) Technical and Supply Capability: The Bidder shall submit product brochures/catalogues/datasheets demonstrating compliance with the required technical specifications; details of the make, brand and model of the offered equipment; Manufacturer's Authorization/Distributor or Dealer Authorization where specifically required in the BDS/Annexure-I; and confirmation that the Goods can be delivered within the stipulated sixty (60) calendar-day delivery period. (d) Product Requirements: All Goods offered shall be genuine, brand new, unused and of current production, and shall carry the applicable OEM/manufacture warranty as

ITB	Particulars
	specified in the Bidding Document.
21.3(a)	Manufacturer's Authorization: Required for major equipment/items where specifically indicated in the Technical Specifications/Schedule of Supply. Manufacturer's Authorization shall not be mandatory for standard accessories, cables, consumables or off-the-shelf items unless specifically required.
21.3(b)	After sales maintenance, repair, spare parts stocking and related services: NA.
21.3 (c)	Joint Venture, Consortium (JV/C) Bids are permitted: NO.
22.1	The Bid validity period shall be sixty (60) days from the bid submission deadline, i.e. up to 29 November 2026.
23.1	Bid Security shall be furnished Lot-wise as follows: Lot 1 - Server: Nu. 194,000.00 Lot 2 - Data Processing: Nu. 37,000.00 Lot 3 - Access Point and Cables: Nu. 11,000.00 Lot 4 - Fibre Splicing Machine: Nu. 4,500.00 Lot 5 - CCTV & Surveillance Equipment: Nu. 5,000.00 Lot 6 - Office ICT: Nu. 800.00 A Bidder quoting more than one Lot shall furnish Bid Security covering the aggregate amount applicable to all Lots quoted. A scanned copy of the valid Bid Security shall be uploaded through tender.bt. The original Bid Security instrument (where applicable) shall be submitted to the Projects & Procurement Office, GreenDigital Limited, on or before the bid submission deadline, i.e. 30 September 2026 at 1500 Hrs (BST). The Bid Security shall remain valid for thirty (30) days beyond the Bid validity period, i.e. up to 29 December 2026. Inadequate Bid Security for a Lot shall render the Bid non-responsive for that Lot.
25.2(b)	For submission of the original Bid Security only: Projects & Procurement Office, GreenDigital Limited, Motithang, Thimphu, Bhutan. All other Bid documents shall be submitted ONLINE ONLY through tender.bt.

ITB	Particulars
25.8	Electronic submission is mandatory. Bids shall be submitted ONLINE ONLY through tender.bt. Bidders shall follow the electronic bidding procedures and user manuals available on tender.bt. The scanned Bid Security shall be uploaded online, while the original Bid Security (where applicable) shall be submitted physically to the Projects & Procurement Office on or before the bid submission deadline.
26.1	The deadline for submission of Bids is: 30 September 2026 at 1500 Hrs (BST).
29.1	The Bid Opening shall take place on 30 September 2026 at 1530 Hrs (BST), at Mini Conference Hall, GreenDigital Limited, Motithang, Thimphu, Bhutan, and/or electronically through tender.bt as applicable.
37.1	A margin of Domestic Preference shall not apply.
38.3	Evaluation will be carried out Lot-wise. Only substantially responsive Lots will be evaluated. For a quoted Lot to be responsive, the Bidder must quote all items and 100% of the required quantities within that Lot. The contract for each Lot shall be awarded to the substantially responsive and qualified Bidder offering the lowest evaluated price for that complete Lot. GDL may award one or more Lots to the same or different Bidders.
38.3(e)	Evaluation Adjustments No additional evaluated-price adjustments shall be applied for deviations in delivery schedule, payment schedule, cost of spare parts/services, availability of spare parts and after-sales services, operating and maintenance costs, or performance and productivity. Bids shall be evaluated in accordance with the requirements of the Bidding Document. Any material deviation from the specified delivery schedule, payment terms, Technical Specifications, or other mandatory requirements may render the Bid non-responsive.
38.6	Bidders shall be allowed to quote prices for one or more lots.
44.2 & 45.1	The successful Bidder shall submit the performance security and sign the Contract within Seven (7) days of issuance of the NoA.

SECTION III BIDDING FORMS**Form I: Bidder's Information Form**

The Bidder shall complete this Form in accordance with the instructions indicated below.

Date:

Tender No.:

Sl. No.	Particulars	Information to be provided by Bidder
1	Bidder's Legal Name	
2	Country of Registration	
3	Year of Registration	
4	Legal Address	
5	Trade/Business Licence No.	
6	Tax Identification No. (TIN), where applicable	
7	Authorized Representative – Name	
8	Identity/Identification No.	
9	Address	
10	Telephone/Mobile No.	
11	E-mail Address	

Documents to be attached: The Bidder shall attach copies of the following documents, as applicable:

- ☐ Certificate of Incorporation/Registration or valid Trade/Business Licence
- ☐ Valid Tax Clearance Certificate, where applicable
- ☐ Power of Attorney/Authorization authorizing the signatory to sign and submit the Bid on behalf of the Bidder
- ☐ In the case of a government-owned entity from Bhutan, documents establishing legal and financial autonomy and operation under commercial law
- ☐ Any other eligibility/qualification documents required under the BDS

Authorized Signature: _____

Name: _____

Designation: _____

Date: _____

Company Seal/Stamp: _____

Form II: Bid Submission Form**To:**

Head, Projects & Procurement Office
GreenDigital Limited
Thimphu, Bhutan

Subject: Bid Submission for Supply and Delivery of Communication Items

Dear Sir/Madam,

Having examined the Bidding Document, including all terms and conditions, scope of work and requirements, we hereby submit our quotation for the supply and delivery of communication items to the designated GDL sites as specified in the Bidding Document.

We confirm that:

1. We have read, understood, and accepted all terms and conditions of the Bidding Document;
2. The goods and services offered by us meet or exceed the minimum requirements specified in the Bidding Document;
3. Our quoted price is inclusive of all applicable taxes, duties, transportation, insurance, and all other costs required for successful completion and handover;
4. Our bid shall remain valid for sixty (60) days from the date of bid submission;
5. We are not under any declaration of ineligibility, suspension, debarment, or blacklisting by any Government agency, public organization, or competent authority; and
6. We agree to furnish Performance Security, if awarded the contract, as required under the Bidding Document.

Name of Bidder: _____

Address: _____

Contact Person: _____

Contact No.: _____

Email: _____

Authorized Signature: _____

Seal/Stamp: _____

Date: _____

Form III: Bid Security (Bank Guarantee)

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

.....
[insert Bank's Name, and Address of Issuing Branch or Office]

Tender No.

Beneficiary: [Name and Address of Purchaser]

Date: _____

BANK GUARANTEE No.: _____

At the request of the Bidder, we..... *[insert name of Bank]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of.....

..... *[insert amount in figures]*

[insert amount in words] upon receipt by us

of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the Bid conditions, because the Bidder:

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

or

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

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

_____ Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date. *[signature(s)]*

Form IV: Manufacturer's Authorization

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

Date: *[insert date of Bid Submission]*

Tender No.: *[insert tender number]*

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

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

WHEREAS

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

We hereby extend our full guarantee and warranty in accordance with GCC Clause 28 with respect to the Goods offered by the above firm.

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

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

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

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

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

Form V: Integrity Pact

This agreement should be a part of the tender document, which shall be signed and submitted along with the tender document. The head of employing agency/ or his authorized representative should be the signing authority. For the Bidders, the Bidder himself or his authorized representative must sign the Integrity Pact (IP).

Form VI: Deviation Schedule

The Bidder shall specify below, in detail, all deviations from and exceptions to the Bid Document. Any entry shall be referenced to the clause to which they refer.

The Bidder shall be deemed to be compliant with the content and intent of the Bid Document except in respect of deviations and exception listed in this Schedule.

Clause No.	Details of Deviation/ Exception	Reasons for Deviation/ Exception

Note: In continuation sheet to this page may be used and annexed to this form if required.

In case of NO DEVIATION mentioned here and deviation of clauses/specification is mentioned elsewhere, then it will be taken as a deviation.

Signature of Bidder _____

Place & Date _____

Form VII: PRICE SCHEDULE FORM

[The Bidder shall fill in these Price Schedule Forms in accordance with the instructions indicated. The format of the Price Schedule may be changed as per the Purchaser's requirement]

Sl. No.	Description of Goods	Place of Origin	Quantity	Unit	Unit Price / Currency	Total Price
<i>[insert item no.]</i>	<i>[insert name of Goods]</i>	<i>[insert country of origin]</i>	<i>[insert quantity]</i>	<i>[insert physical unit]</i>	<i>[insert unit price and currency]</i>	<i>[insert total price]</i>
Total Price						
Name of Bidder: _____ Signature of Bidder: _____ Date: _____						

SECTION IV. GENERAL CONDITIONS OF CONTRACT (GCC)

These General Conditions of Contract shall apply to the supply and delivery of Communication Items under this bidding process. The Special Conditions of Contract (SCC) supplement and/or amend these GCC. In the event of conflict, the SCC shall prevail.

1. Definitions

1.1 In these Conditions, unless the context otherwise requires: “Contract” means the Contract Agreement and the Contract Documents; “Contract Price” means the price payable to the Supplier under the Contract; “Goods” means all communication, ICT, networking, server, storage, CCTV and related items to be supplied; “Related Services” means transportation, insurance, installation, configuration, testing, commissioning, training and other incidental services where specified; “Purchaser” means GreenDigital Limited (GDL); “Supplier” means the successful Bidder; “Final Destination” means the destination specified in the SCC and Schedule of Supply; and “Day” means calendar day.

2. Contract Documents and Order of Precedence

2.1 The Contract Documents shall be read as complementary. In case of inconsistency, the following order of precedence shall apply: (a) executed Contract Agreement; (b) amendments/change orders; (c) Notification/Letter of Award; (d) addenda; (e) SCC; (f) GCC; (g) Schedule of Supply and Technical Specifications; (h) accepted Price Schedule; (i) Supplier’s accepted Bid and supporting documents.

2.2 A qualification, deviation, assumption or condition in the Supplier’s Bid shall not modify the Contract unless expressly accepted in writing by the Purchaser.

3. Contract Price, Taxes and Trade Terms

3.1 The Contract Price shall be as stated in the Contract Agreement/Letter of Award and, unless price adjustment is expressly permitted in the SCC, shall remain firm for the Contract period.

3.2 Prices shall include all costs required for complete supply and delivery in accordance with the applicable Incoterm, including packing, forwarding, freight, insurance, loading/unloading and Related Services, except taxes/duties expressly stated as the Purchaser’s responsibility.

3.3 No additional claim shall be admitted for an item, activity or incidental cost reasonably necessary for complete performance but omitted from the Supplier’s pricing.

3.6 Trade terms shall be interpreted in accordance with the edition of Incoterms stated in the SCC.

4. Fraud, Corruption and Ethical Conduct

4.1 The Supplier and its personnel, agents and subcontractors shall observe the highest standards of ethics and shall not engage in corrupt, fraudulent, collusive, coercive or obstructive practices. For purposes of this Contract, these terms shall be interpreted in accordance with applicable procurement rules and law.

4.2 GDL may reject, terminate, suspend or take other action permitted under applicable procurement rules where such conduct is established. The Supplier shall permit inspection/audit of records relating to the procurement and Contract when lawfully required.

5. Language

5.1 The Contract language shall be the language stated in the SCC.

6. Applicable Law and Compliance

6.1 The Supplier shall comply with the laws and regulations applicable to performance of the Contract, including import/export, customs, labour, safety, environmental, tax and product compliance requirements.

6.2 The Supplier shall obtain and maintain permits, licences, approvals and authorizations assigned to it under the Contract.

7. Notices

7.1 Notices under the Contract shall be in writing and delivered to the addresses stated in the SCC. Electronic notice shall be effective when receipt is acknowledged or otherwise verifiable.

8. Authorized Representatives

8.1 Each Party shall designate an authorized representative. Instructions affecting price, quantity, specifications or delivery time shall be valid only when issued or confirmed in writing by an authorized representative.

9. Amicable Settlement

9.1 The Parties shall first attempt in good faith to resolve disputes through consultation and negotiation.

10. Dispute Resolution

10.1 Any dispute not resolved amicably shall be resolved in accordance with the arbitration/adjudication mechanism stated in the SCC.

11. Scope of Supply

11.1 The Supplier shall supply the Goods and Related Services in accordance with the Schedule of Supply, Technical Specifications, accepted Price Schedule and other Contract Documents.

11.2 All Goods shall be new, unused, genuine and of current manufacture/model unless expressly stated otherwise.

12. Delivery and Completion

12.1 Delivery shall be completed within the period specified in the SCC/Schedule of Supply. Time is of the essence.

12.2 The Supplier shall promptly notify the Purchaser of any circumstance likely to delay delivery, stating the cause, expected impact, mitigation measures and revised schedule. Such notice does not by itself entitle the Supplier to an extension.

13. Supplier's Responsibilities

13.1 The Supplier is responsible for complete and timely performance, including sourcing, packing, marking, transportation, insurance, documentation, delivery, installation/configuration/testing where required, rectification of shortages/damage and warranty support.

13.2 The Supplier remains responsible for the acts and omissions of any approved subcontractor or service provider.

14. Purchaser's Responsibilities

14.1 The Purchaser shall provide reasonable access, designated receiving representatives and documents/approvals expressly assigned to it under the Contract, and shall make payment for accepted Goods in accordance with the Contract.

15. Assignment

15.1 The Supplier shall not assign or transfer the Contract, in whole or in part, without the Purchaser's prior written consent.

16. Performance Security

16.1 The Supplier shall provide Performance Security in the amount and within the period stated in the SCC/BDS.

16.2 The Performance Security may be invoked for failure to perform contractual obligations and shall remain valid for the period specified in the Contract.

16.3 Acceptable forms of Performance Security shall be those stated in the SCC.

17. Contract Price Adjustment

17.1 No price adjustment shall apply unless expressly provided in the SCC.

18. Variations and Change Orders

18.1 The Purchaser may, within the limits permitted by the applicable procurement rules, issue written variations to quantities, delivery locations, specifications or Related Services, provided that the general nature of the Contract is not altered.

18.2 Any adjustment to price or delivery time arising from an approved variation shall be agreed in writing before implementation, except where urgent written instruction requires immediate action.

19. Payment

19.1 Payment shall be made in the manner, currency and period specified in the SCC, against the documents required by the Contract and after acceptance of the relevant Goods/Services.

19.2 The Purchaser may withhold disputed amounts, applicable taxes, liquidated damages or other recoverable amounts in accordance with the Contract.

20. Shipping and Contract Documents

20.1 The Supplier shall provide the shipping, customs, warranty, inspection, invoice, delivery and other documents specified in the SCC sufficiently in advance to avoid delay, storage, demurrage or clearance costs.

20.2 Costs arising from inaccurate, incomplete or late documents attributable to the Supplier shall be borne by the Supplier.

21. Licences, Permits and Manufacturer Authorization

21.1 Where applicable, the Supplier shall provide valid manufacturer authorization, import/export documentation, licences, certificates of origin, conformity certificates and other regulatory documents required for lawful supply and use of the Goods.

22. Subcontracting

22.1 Subcontracting shall be permitted only as stated in the SCC. Approval, if granted, shall not relieve the Supplier of any responsibility under the Contract.

23. Standards and Technical Compliance

23.1 Goods shall comply with the Technical Specifications and applicable recognized standards stated in the Contract.

23.2 Where a brand/model reference is used with “or equivalent or higher,” the Supplier shall demonstrate equivalence or superiority to the Purchaser’s satisfaction.

24. Quality Assurance and Authenticity

24.1 The Supplier warrants that Goods are genuine, free from counterfeit or unauthorized components, and sourced through lawful channels. Serial numbers, model numbers and manufacturer details shall be provided where applicable.

25. Inspection and Tests

25.1 The Purchaser may inspect and/or test Goods at the manufacturer's/supplier's premises, upon delivery, or after installation as specified in the SCC.

25.2 Inspection or acceptance does not relieve the Supplier of warranty obligations or liability for latent defects, shortages, non-conformity or fraud.

25.3 Goods failing inspection may be rejected and shall be replaced, repaired or corrected by the Supplier at its own cost within the period directed by the Purchaser.

26. Packing and Marking

26.1 The Supplier shall provide export-worthy and transit-suitable packing adequate to prevent damage, deterioration, moisture ingress, electrostatic damage and loss during handling, transport and storage.

26.2 Packages shall be marked and documented as specified in the SCC/Schedule of Supply, including PO/Contract reference, item description, material code where applicable, model/part number, quantity, package number, supplier and country of origin.

27. Transportation and Delivery Risk

27.1 Transportation responsibilities and transfer of risk shall be governed by the Incoterm specified in the SCC.

27.2 Delivery is complete only after the Goods are delivered at the designated destination, quantities and visible condition are verified, and the Purchaser's authorized representative signs the applicable receipt/acceptance document.

28. Warranty and Defects

28.1 The Supplier warrants that the Goods are new, unused, of current manufacture, free from defects in design, materials and workmanship, and conform to the Contract.

28.2 The warranty period shall be as specified in the SCC and shall commence from acceptance at the Final Destination or completion of installation/commissioning, whichever is later where installation is required.

28.3 Upon notice of a defect, the Supplier shall repair or replace the defective Goods within the period stated in the SCC at no additional cost, including freight, insurance, duties/taxes attributable to replacement, labour and reinstallation where applicable.

28.4 Repaired/replaced Goods shall carry the remaining original warranty or a fresh warranty period where stated in the SCC, whichever is more favourable to the Purchaser.

29. Liquidated Damages

29.1 If the Supplier fails to deliver within the contractual period, the Purchaser may deduct liquidated damages at the rate and up to the maximum stated in the SCC, without prejudice to other remedies.

29.2 Payment of liquidated damages does not relieve the Supplier from completing performance.

30. Acceptance

30.1 Final acceptance shall occur after delivery, verification, inspection/testing where applicable, resolution of shortages/damage/non-conformities and submission of required documents. Acceptance shall be evidenced by the Purchaser's GRN/acceptance certificate or other authorized record.

31. Insurance

31.1 Insurance shall be arranged in accordance with the applicable Incoterm and the SCC. Where the Supplier bears transit risk, insurance shall be adequate to cover replacement value and associated delivery costs.

32. Indemnity

32.1 The Supplier shall indemnify and hold harmless the Purchaser against third-party claims, losses, penalties, damages and reasonable costs arising from the Supplier's negligence, breach of Contract, violation of law, infringement of intellectual property rights, or injury/property damage caused in performance of the Contract.

33. Limitation of Liability

33.1 Except for fraud, wilful misconduct, gross negligence, confidentiality breach, intellectual property infringement, indemnity obligations, or liability for defective/non-conforming Goods, neither Party shall be liable for indirect or consequential loss. Any contractual liability cap shall not limit amounts recoverable under Performance Security, liquidated damages or warranty obligations.

34. Force Majeure

34.1 A Party shall not be liable for failure caused by an event beyond its reasonable control that could not reasonably have been prevented or overcome. The affected Party shall notify the other Party promptly and in any event within seven (7) days, provide evidence, mitigate the effects and resume performance as soon as practicable.

34.2 Force Majeure shall not include ordinary commercial hardship, price increases, lack of funds, foreseeable supply-chain issues, or failure of a subcontractor where a reasonable alternative source or arrangement is available.

35. Suspension

35.1 The Purchaser may instruct suspension of all or part of the supply for a stated reason. The Supplier shall protect and preserve affected Goods and minimize resulting cost and delay.

36. Termination

36.1 The Purchaser may terminate the Contract in whole or in part for material breach, persistent delay, failure to replace rejected Goods, failure to maintain Performance Security, insolvency, false information, prohibited practices, or other grounds stated in the Contract.

36.2 The Purchaser may procure replacement Goods from other sources and recover reasonable additional costs from the Supplier where termination is due to Supplier default.

36.3 Termination shall not affect accrued rights, warranties, confidentiality, indemnities, dispute resolution or other provisions intended to survive.

37. Confidentiality, Records and Audit

37.1 The Supplier shall keep confidential non-public technical, operational and commercial information obtained through the Contract and shall use it only for Contract performance.

37.2 The Supplier shall maintain complete records supporting invoices, deliveries, warranties and compliance for the period required by applicable law or procurement rules and make them available for authorized audit/inspection.

SECTION V. SPECIAL CONDITIONS OF CONTRACT (SCC)

The following Special Conditions of Contract (SCC) supplement and/or amend the General Conditions of Contract (GCC). In the event of any conflict, the SCC shall prevail over the GCC.	
Special Condition	
GCC 1.1	Final Destination: Centralized Store, Jamjee, Bhutan.
GCC 1.1	The Purchaser is: GreenDigital Limited (GDL).
3.6	Trade terms shall be interpreted in accordance with Incoterms® 2020 published by the International Chamber of Commerce (ICC). The applicable delivery term for this Contract shall be CIF - Centralized Store, Jamjee, Bhutan (Incoterms® 2020), as specified in the BDS. For the purpose of this Contract, the Supplier shall arrange and bear the cost of transportation and insurance up to the named final destination at Centralized Store, Jamjee, subject to the customs/tax provisions and any exemption arrangements applicable to GDL.
5.1	The language of the Contract shall be English.
7.1	For notices, the Purchaser's address shall be: Attention: Chencho Rinzin Projects & Procurement Office, GreenDigital Limited Phone: +975 17112915 Email: chenchorinzin@gdl.bt
10.1	The Parties shall first attempt to resolve disputes amicably. In the case of a dispute between the Purchaser and a Bhutanese Supplier, the dispute shall be referred to adjudication or arbitration in accordance with the Alternative Dispute Resolution Act of Bhutan 2013. For an international Supplier, the dispute-resolution mechanism stated in the Contract/Letter of Award shall apply.
11.1	The procurement is for Supply and Delivery of Communication Items on a Lot-wise basis. Bidders may quote for one or more Lots; however, within each quoted Lot, all items and 100% of the required quantities shall be quoted. Partial quotation within a Lot is not permitted. Evaluation and award shall be carried out Lot-wise, and one or more Lots may be awarded to the same or different Bidders.

The following Special Conditions of Contract (SCC) supplement and/or amend the General Conditions of Contract (GCC). In the event of any conflict, the SCC shall prevail over the GCC.	
12.1	Delivery Period: The Supplier shall complete delivery of all Goods under the awarded Lot(s) to the Centralized Store, Jamjee, Bhutan, within sixty (60) calendar days from the date of issuance of the Purchase Order, unless otherwise specified in the Schedule of Supply.
16.1	The amount of the Performance Security shall be ten percent (10%) of the Contract Price.
16.3	Acceptable forms of Performance Security are: (i) unconditional bank guarantee issued by a reputable financial institution and enforceable through a bank in Bhutan, in the form provided in the Contract or another form acceptable to GDL; (ii) Cash Warrant; or (iii) Demand Draft.
17.1	Contract prices shall be firm and not subject to adjustment during the Contract period.
19.1	Payment shall be made within thirty (30) days after complete delivery and acceptance of the Goods for the relevant Lot/PO and receipt of a complete and correct invoice with all required supporting documents, unless otherwise stated in the Letter of Award/Contract.
20.1	Shipping and other documents to be furnished by the Supplier, as applicable: import licence/supporting documents, declaration forms, commercial invoice, packing list, delivery challan, insurance certificate, certificate of origin, manufacturer/supplier warranty certificate, inspection/test certificate where required, serial/model details, and shipping/dispatch details. Documents required for clearance or receipt shall be provided sufficiently before arrival/delivery. Consequential costs due to Supplier delay or documentation error shall be borne by the Supplier.
22.1	Subcontracting shall not be allowed without the Purchaser's prior written approval. Any approval shall not relieve the Supplier of its contractual responsibilities.
24.1	All ICT/communication equipment shall be genuine, brand new and sourced through lawful/authorized channels. The Purchaser may require serial numbers, OEM/manufacturer verification and evidence of authorized supply channel where applicable.

The following Special Conditions of Contract (SCC) supplement and/or amend the General Conditions of Contract (GCC). In the event of any conflict, the SCC shall prevail over the GCC.	
25.1	Inspections and tests shall be carried out as specified by the Purchaser in the Technical Specifications/Schedule of Supply and may be conducted at the Supplier's/manufacturer's premises, upon delivery, or after installation, as applicable.
26.2	Packing, marking and documentation within and outside the packages shall be in accordance with the Schedule of Supply/Price Schedule and the Purchaser's requirements.
27.1	Responsibility for transportation of the Goods shall be governed by the applicable Incoterm specified in GCC/SCC 3.6.
28.2	The warranty period shall be 365 days from acceptance at the Final Destination or completion of installation/commissioning, whichever is later where installation is required, unless a longer manufacturer's warranty is offered.
28.3	Defective Goods shall be repaired or replaced within fifteen (15) calendar days of notification, at no additional cost to GDL.
29.1	Liquidated Damages for delay shall be 0.3% of the value of the delayed/unexecuted supplies per calendar day, subject to a maximum of ten percent (10%) of the Contract Price for the affected Lot/Contract.
30.1	Receipt/GRN does not constitute waiver of inspection, testing, latent defect or warranty rights. Final acceptance is subject to successful verification/testing where applicable.
31.1	Insurance coverage shall be arranged in accordance with the applicable Incoterm specified in GCC/SCC 3.6.
32.1	The Supplier shall indemnify GDL against third-party claims and losses arising from Supplier negligence, breach, unlawful supply, intellectual property infringement, or injury/property damage attributable to the Supplier.
34.1	Force Majeure notice shall be given within seven (7) calendar days. The Supplier shall provide evidence, mitigate the effects and use reasonable alternative sourcing, routing or delivery arrangements where commercially and lawfully available.
36.1	GDL may terminate the Contract for material breach, persistent delay, non-replacement of rejected Goods, insolvency, false information, prohibited practices,

The following Special Conditions of Contract (SCC) supplement and/or amend the General Conditions of Contract (GCC). In the event of any conflict, the SCC shall prevail over the GCC.

	or failure to maintain required security.
37.1	The Supplier shall maintain confidentiality of GDL's non-public technical and commercial information and retain Contract records for audit/verification as required by applicable rules.

SECTION VI. CONTRACT FORMS

Form A: Notification / Letter of Award

To: [Name and address of successful Bidder]

Subject: Notification of Award - Supply and Delivery of Communication Items

This is to notify you that your Bid dated [date] for [Lot(s)] at the Contract Price of [amount and currency], as corrected/modified in accordance with the Bidding Document, is hereby accepted by GreenDigital Limited. You are required to furnish the Performance Security and sign the Contract within the period specified in the BDS/SCC.

Authorized for GreenDigital Limited: _____

Name/Designation: _____

Date: _____

Form B: Contract Agreement

This Contract Agreement is made on [date] between GreenDigital Limited, Bhutan (the “Purchaser”) and [Supplier name and address] (the “Supplier”).

The Purchaser and Supplier agree that the following documents constitute the Contract and shall be read together in the order of precedence stated in GCC Clause 2: this Agreement; amendments/change orders; Letter of Award; addenda; SCC; GCC; Schedule of Supply and Technical Specifications; accepted Price Schedule; and the Supplier’s accepted Bid.

Contract / Tender No.: _____

Awarded Lot(s): _____

Contract Price: _____

Delivery Period: _____

For the Purchaser:

Name:

Designation:

Signature:

Seal:

For the Supplier:

Name:

Designation:

Signature:

Seal:

Form C: Performance Security (Bank Guarantee)

Beneficiary: GreenDigital Limited, Thimphu, Bhutan

Bank Guarantee No.: _____

Date: _____

At the request of [Supplier], we [Bank] irrevocably undertake to pay GreenDigital Limited any sum or sums not exceeding [amount] upon receipt of the Purchaser's first written demand stating that the Supplier is in breach of its obligations under the Contract, without the Purchaser being required to prove or show grounds for its demand. This guarantee shall remain valid until [date] and any demand must be received by us on or before that date.

Authorized Bank Signatory/Seal: _____

ANNEXURE-I: SCHEDULE OF SUPPLY AND TECHNICAL REQUIREMENTS**Supply and Delivery of Communication Items**

Final Destination	Centralized Store, Jamjee, Bhutan
Delivery Period	Within 60 calendar days from the date of issuance of the Purchase Order, unless otherwise specified below.
Delivery Term	CIF - Jamjee, Bhutan (Incoterms® 2020), as specified in the BDS/SCC.
Evaluation Basis	Lot-wise. Bidders may quote for one or more Lots, but shall quote all items and 100% of the quantities within each quoted Lot.

LOT 1: Server Equipment

Bidders should quote all items within this lot.

Manufacturer's Authorization (MA): Where 'YES' is indicated in the MA Required column, a Bidder that is not the manufacturer of the offered Goods shall submit a valid Manufacturer's Authorization in accordance with ITB 21.3(a), BDS 21.3(a), and Form IV of Section III. Manufacturer's Authorization is not required for items marked 'NO'.

Item No.	Item Description	Minimum Specification / Description	UoM	Total Qty	MA Required (Yes/No)
1	Enterprise Rack Server	2x Processor: Min 16 Cores / 32 Threads, Base Clock > 2.3GHz, 8 x 32GB RAM (256GB Total), 4 x 1.92TB NVMe SSD (~8TB Total), Dual Redundant Power Supplies	Nos	2	YES
2	Server	Reference model: Dell PowerEdge R750 or equivalent/better meeting the following minimum requirements:	Nos	1	YES

Item No.	Item Description	Minimum Specification / Description	UoM	Total Qty	MA Required (Yes/No)
		Processor: 2× Intel Xeon Silver 4310 2.1 GHz, 12-core (24 cores total) 128 GB DDR4 ECC (16×8 GB 3200 MT/s) – error-correcting memory for reliability Storage: 12× 8 TB SAS 7.2 K enterprise HDDs (~96 TB raw) Configurable with RAID for ~16 TB usable depending on RAID level (e.g., RAID 6 or RAID 10) BOSS M.2 Boot Storage: 2× 240 GB SATA M.2 SSD (mirrored) for system/OS RAID Controller: Dell PERC H755 RAID Controller (8 GB cache) – supports RAID 0/1/5/6/10/50/60 Networking: Embedded Broadcom 5720 Dual 1 GbE Optional Intel E810-XXVDA2 Dual 25 GbE network card Power & Chassis: Dual 1400 W hot-swap redundant power supplies iDRAC9 Enterprise remote management Rack sliding rails included			

LOT 2: Data Processing

Bidders should quote all items within this lot.

Item No.	Item Description	Minimum Specification / Description	UoM	Total Qty	MA Required (Yes/No)
1	HD Monitor	Minimum 24-inch screen (with glossy finish) - 4K resolution (3840x2160) - Brightness of 250–300 nits (suitable for bright office) - HDMI or DisplayPort connectivity - Tilt adjustment for ergonomic viewing - Blue light filter and flicker-free screen to reduce eye strain - White color	Nos	2	NO
2	Laptop	Business-class Windows laptop; Processor: Intel Core i5 (13th Generation or later), Intel Core Ultra 5, AMD Ryzen 5 7000 Series, or current equivalent/better; OS: Genuine Windows 11 Pro 64-bit; Memory: Minimum 16 GB RAM; Storage: Minimum 512 GB NVMe SSD; Display: 14-inch, minimum Full HD (1920 × 1080) or WUXGA; Graphics: Integrated graphics suitable for routine office applications; Wireless: Wi-Fi 6 or better and Bluetooth 5.2 or better; Connectivity: USB-C, minimum	Nos	18	YES

Item No.	Item Description	Minimum Specification / Description	UoM	Total Qty	MA Required (Yes/No)
		two USB-A ports and HDMI; LAN through built-in port or OEM adapter; Security: TPM 2.0, Secure Boot and BIOS/UEFI password capability; Camera: Minimum 720p HD webcam, FHD preferred; Battery: Minimum 8 hours manufacturer-rated battery life; Software: Microsoft Office Home & Business 2024 or GDL-approved licensed equivalent; Warranty: Minimum 3-year OEM onsite/comprehensive warranty; Accessories: OEM charger, compatible laptop bag and wireless mouse.			
3	Printer	Type: Monochrome laser multifunction printer; Functions: Print, copy and colour scan; Print Colour: Black & white; Print Speed: Minimum 20 ppm (A4); Print Resolution: Minimum 600 × 600 dpi; Scan Type: Flatbed colour scanner; Scan Resolution: Minimum 1200 dpi optical resolution;	Nos	1	NO

Item No.	Item Description	Minimum Specification / Description	UoM	Total Qty	MA Required (Yes/No)
		Copying: Black-and-white copying with enlargement and reduction functions; Paper Size: A4, A5, B5 and envelopes, or equivalent commonly used sizes; Paper Tray: Minimum 150-sheet input capacity; Connectivity: High-speed USB connectivity; Compatibility: Compatible with Windows 11 Pro and latest GDL-supported operating systems; Monthly Duty Cycle: Minimum 8,000 pages/month; Consumables: Toner and replacement consumables must be readily available locally; Warranty: Minimum 1-year OEM/authorized-dealer warranty; Accessories: Power cable, USB cable, installation software and initial toner cartridge included; Reference Model: HP LaserJet Pro MFP M126a or approved equivalent.			

Item No.	Item Description	Minimum Specification / Description	UoM	Total Qty	MA Required (Yes/No)
4	Desktop Workstation	Reference model: Dell Precision 5880 Tower Workstation or equivalent/better meeting the following minimum requirements: CPU: Intel Core i7 or Xeon equivalent RAM: 16GB DDR5 ECC Storage: 1 TB NVMe SSD Graphics: NVIDIA RTX A2000 / RTX T1000 (professional) Windows: Windows 11 Pro Office: Pre-installed latest Microsoft office Features: ECC memory support, ISV-certified (CAD/3D/AI)	Nos	2	YES

LOT 3: Access point and cables

Bidders should quote all items within this lot.

Item No.	Item Description	Minimum Specification / Description	UoM	Total Qty	MA Required (Yes/No)
1	Wifi Access point	Reference models: Ruckus R550 / UniFi U6 Pro or equivalent/better Wi-Fi 6 (802.11ax), 2x2:2 streams, Speed: ~1.7 Gbps combined, 1× 2.5GbE port, Controller: FREE Unleashed/ UniFi free controller, Mount: ceiling/wall indoor, 802.3at PoE+ injector Ubiquiti / Ruckus with virtual controller	Nos	6	YES

Item No.	Item Description	Minimum Specification / Description	UoM	Total Qty	MA Required (Yes/No)
2	Ethernet Cable	Factory Crimped 3m, CAT6	Nos	120	NO
3	Ethernet Cable	Factory Crimped 2m, CAT6	Nos	120	NO
4	Ethernet Cable	Factory Crimped 5m, CAT6	Nos	50	NO
5	Cable	CAT 6	Roll	4	NO
6	Fiber Patch Cable	LC to LC	Nos	12	NO
7	Fiber Patch Cable	SC to LC	Nos	12	NO
8	Fiber Patch Cable	FC to FC	Nos	12	NO
9	SFP	1.25G 10km	Nos	58	NO
10	SFP media convertor	SFP Media Converter (Gigabit media converter 10/100/1000 Mbps RJ-45/SFP slot 100/1000 Mbps (Wave Optics, WO-KGA-SFP)	Nos	2	NO
11	USB to TTL Cable	USB to TTL Cable	Nos	2	NO
12	Fibre Patch Cord	SC-LC, 3m	Nos	70	NO
13	FODP	6 Port	Nos	2	NO

LOT 4: Fibre Splicing Machine

Bidders should quote all items within this lot.

Item No.	Item Description	Minimum Specification / Description	UoM	Total Qty	MA Required (Yes/No)
1	Fibre optic splicing machine	Fiber type: SM/MM/DS/BD/G.657 Splice method: Core alignment Splice time:~8–10 sec Sleeve heating:~25–35 sec Screen: 4.3" color touchscreen Battery life:~250–350 splices Weight:~2.0 kg	Nos	1	YES

LOT 5: CCTV & Surveillance Equipment

Bidders should quote all items within this lot.

Item No.	Item Description	Minimum Specification / Description	UoM	Total Qty	MA Required (Yes/No)
1	Camera	Reference model: HIKVISION Speed Dome DS-2DE5425IW-AE(T5) or equivalent/better	Nos	1	YES
2	CC Camera	Reference model: HIKVISION EXIR Fixed Mini Bullet Network Camera or equivalent/better Model: DS-2CD1043G0-I Pixel: 4MP	Nos	12	YES
3	Hardisk	8 TB	Nos	2	NO

LOT 6: Office ICT

Bidders should quote all items within this lot.

Item No.	Item Description	Minimum Specification / Description	UoM	Total Qty	MA Required (Yes/No)
1	VGA Cable	15m	Nos	2	NO
2	VGA Cable	25m	Nos	2	NO
3	Wireless keyboard and mouse		Nos	2	NO
4	USB host to OTG cable	USB host to OTG cable	Nos	2	NO
5	USB-C Hub Multiport Adapter	USB-C Hub Multiport Adapter for MacBook Air/Pro 6 in 1 HDMI Dongle with 4K	Nos	2	NO
6	Multiport Adapter	USB C Multiport Adapter, 4K 60Hz HDMI Video, 3 Port 5Gbps USB Hub, 100W Power Delivery Pass-Through, GbE, 12"/30cm Cable, Mini Travel Dock, Laptop Docking Station	Nos	2	NO

Notes:

All Goods shall be new, unused, genuine and of the current/recent production model unless expressly stated otherwise.

Technical specifications stated above are minimum requirements. Equivalent or superior specifications may be accepted only where permitted by the Bidding Document and demonstrated by the Bidder.

Contractual delivery shall be to the Final Destination stated above unless GDL instructs otherwise in writing.

The Supplier shall provide all standard accessories, documentation, licences, warranties and incidental items necessary for complete and functional supply where applicable.