BIDDING DOCUMENT FOR

SUPPLY AND DELIVERY OF SURVEY EQUIPMENT AND SOFTWARE

NIT No. DGPC/ACCESS/GOODS/SURVEY/2026/28 dated November 14, 2026

These documents are meant for the exclusive purpose of bidding against this NIT and shall not be transferred, reproduced or otherwise used for purposes other than that for which they are specifically issued.

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NOTICE INVITING TENDER

Druk Green Power Corporation Limited
Projects and Contract Department
Thimphu, Bhutan

Domestic Competitive Bidding
For

Supply and Delivery of Survey Equipment and Software

NIT No: DGPC/ACCESS/GOODS/SURVEY/2026/28 Dated November 14, 2026

1. The Kingdom of Bhutan (hereinafter called "Recipient") has received financing from the International Development Association ("Association") toward the cost of the Accelerating Transport and Trade Connectivity in Eastern South Asia Phase 2 - Bhutan Project. Part of the project "Resilient and sustainable regional infrastructure planning support' is being implemented by the Druk Green Power Corporation Limited (the "Client"). The Client intends to apply part of the proceeds toward payments under the contract for **Supply and Delivery of Survey Equipment and Software.**

2. Druk Green Power Corporation Limited (DGPC) invites sealed Bids from eligible Bidders for the **Supply and Delivery of Survey Equipment, and Software** as per the scope of supply mentioned hereinafter.

3. 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	DGPC/ACCESS/GOODS/SURVEY/2026/28 dated November 14, 2026
Document available period (date & time)	From November 14, 2026 to December 14, 2026
Bid submission (date & time)	Up to December 14, 2026 by 1500Hrs
Pre-bid meeting (if any)	**Not Applicable**
Bid opening date, time & place	On December 14, 2026 at 1530 Hrs at *Contracts Section, DGPC office, Thimphu*
Bidding Documents shall be available	*Purchaser's website and/or relevant website*

4. Bidding Documents shall be downloaded from DGPC website (www.drukgreen.bt) free of cost. Bidders downloading the documents from the website should register themselves by informing to the nodal officer of DGPC immediately after the documents are downloaded or, before the deadline for submission of the Bid and their intention to submit the Bid.

5. Downloading 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.

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6. Bids shall be submitted at the address given below and shall be opened in the presence of Bidder's representatives who choose to attend.

7. All Bids must be accompanied by Bid Security for an amount of **BTN 130,000.00[BTN One Hundred Thirty Thousand]** in the form of Demand Draft /Cash Warrant /Banker's Cheque//Bank Guarantee enforceable by any financial institutions in Bhutan, and shall remain valid till **March 14, 2027**. Purchaser may also accept cash deposit through bank transfer in exceptional circumstances.

8. Qualification Requirement for Bidders shall be as specified in the BDS.

9. 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.

10. Address for bid submission:

    Sonam Choden, Manager
    Contracts Section, Projects and Contract Department,
    Druk Green Power Corporation Limited
    1168 Serbi Lam Southeast
    Thimphu-11001: Bhutan
    Tel: +975-2-339875
    Email: sonam.choden272@drukgreen.bt

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SECTION - I

INSTRUCTIONS TO BIDDERS (ITB)

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 Section VII, Schedule of Supply. 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 requires 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 be as per the definition in GCC 1.4.2. 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 provision stated in GCC 10.1.1.a) iii).



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.

a) 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:

b) 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

c) submit more than one Bid in this bidding process, except for alternative offers permitted under ITB Clause 19. However, this does not limit the participation of subcontractors in more than one Bid.

3.2 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 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 2.1.c) 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 Exclusions of Bidders

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

a) as a matter of law or official regulation, RGoB prohibits commercial relations with the country in which the Bidder is constituted, incorporated or registered; or

b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. RGoB prohibits any import of Goods or contracting of Services from the Country in which the Bidder is constituted, incorporated or registered or any payments to persons or entities in that country; or

c) Bidder is insolvent or is in receivership or is a bankrupt or is in the process of being wound up; or has entered into an arrangement with creditors; or

d) Bidder's affairs are being administered by a court, judicial officer or appointed liquidator; or



e) Bidder has suspended business or is in any analogous situation arising from similar procedures under the laws and regulations of his country of establishment; or
f) Bidder has been found guilty of professional misconduct by a recognized tribunal or professional body; or
g) Bidder has not fulfilled his obligations with regard to the payment of taxes, or other payments due in accordance with the laws of the country in which he is established or of the Kingdom of Bhutan; or
h) Bidder is guilty of serious misrepresentation in supplying information in this tender; or
i) Bidder has been convicted for fraud and/or corruption by a competent authority; or
j) Bidder has not fulfilled any of his contractual obligations with the Purchaser in the past based on the Vendor Performance Management System (VPMS).
k) Bidder has been debarred from participation in public procurement by any competent authority as per law.

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. 3.

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 BIDDING DOCUMENTS

6 Contents of Bidding Documents

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 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

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 Clarifications on Bidding Documents

8.1 Bidders shall not be allowed to seek any clarification of the Bidding Documents in person or by telephone or other verbal means.

8.2 A prospective Bidder requiring any clarification of the Bidding Documents shall notify the same to the Purchaser 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 25.2.

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 25.2 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 BIDS

10 Language of Bid

10.1 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.



11 Cost of Bidding

11.1 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.

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 25 & 13;
b) Bid Security, in accordance with ITB Clause 18;
c) Written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB Clause 22;
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 19;
g) Integrity Pact Statement, in accordance with ITB Sub-Clause 2.1.d);
h) Deviation sheet in accordance with the Bidding Form: VI of Section III; and
i) Relevant Bidding forms
j) Any other documents required in the BDS.

13 Price Schedule

13.1 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.

14 Bid Prices and Discounts

14.1 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.

14.2 The terms EXW, CIF, CIP, DAP, 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 1.3.5.

14.3 Unless otherwise stated in the BDS, Prices shall be quoted as specified in the Price Schedule forms for Goods and Related Services included in Section III, Bidding Forms as follows:

a) For Goods manufactured and supplied by the Suppliers from the Kingdom of Bhutan, the price shall be inclusive of all applicable taxes, duties, licence fees and other similar levies incurred until delivery of the contracted Goods to the Place of Delivery.
b) For Goods manufactured outside Bhutan
   i) the Supplier shall quote inclusive of all applicable taxes, stamp duties, license fees and other similar levies imposed outside Bhutan as applicable in line with the Incoterms. Any domestic taxes, duties and any other levies imposed on import of goods in Bhutan, except TDS shall be borne and paid by Purchaser.
   ii) Bidders participating from India and supplying materials and services from within India for bonafide use in the Kingdom of Bhutan shall quote exclusive of any effect of Indian Goods and Service Tax (IGST). The IGST on the export of goods and



services or both are covered under Zero Rated Supply as per Chapter VII, 16(1) of the INTEGRATED GOODS AND SERVICES TAX ACT, 2017 of India.

14.4 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 14.1, provided the Bids for all lots are submitted and opened at the same time.

14.5 If so, indicated in ITB Sub-Clause 14.1, 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 14.1, provided the Bids for all lots are submitted and opened at the same time.

15 Price Variation

15.1 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account, unless otherwise specified in the BDS. A Bid submitted with an adjustable price quotation shall be treated as non-responsive and shall be rejected pursuant to ITB Clause 33. 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.

16 Currencies of Bid

16.1 The unit rates and prices required to be quoted by the Bidder shall be as per the currencies specified in the BDS.

16.2 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.

16.3 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 Purchaser.

17 Bid Validity

17.1 Bids shall remain valid for the period specified in the BDS from the Bid submission deadline prescribed by the Purchaser. A Bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.

17.2 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 17.3.

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17.3 The provisions of the ITB 17 regarding the forfeiture and discharge of Bid Security shall continue to apply during the extended period of Bid Validity.

18 Bid Security

18.1 The Bidder shall furnish, as part of its Bid, a Bid Security in original form, denominated in currency and in the amount specified in the BDS.

18.2 The Bid Security shall at the Bidder's option, be in any of the following forms:

a) an Unconditional Bank Guarantee (in accordance with the form included in Section III, Bidding Forms); or
b) a Banker's Certified Cheque/Cash Warrant or
c) a Demand Draft;
d) Cash deposit through Bank Transfer, in case of exceptional circumstance where the submission of bid security by the above form are not possible.

18.3 The Bid security shall be issued by a reputable financial institution enforceable in any Banks in Bhutan.

18.4 Bid Security shall be submitted in original and copies shall not be accepted.

18.5 Bid Security shall remain valid for a period of thirty (30) days beyond the end of the validity period of the Bid, as extended, if applicable. Accordingly, the Bid Security shall remain valid till the date specified in the BDS. A Bid security with shorter period and inadequate value shall be rejected by the Purchaser as non-responsive**.**

18.6 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 43. 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.

18.7 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 17.2; 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 43; or
   iii) accept the correction of its Bid Price pursuant to ITB Sub-Clause 34.4.

18.8 The Bid Security of a JV/C must be in the name of the JV/C that submits the Bid.

19 Alternative Bids

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

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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 prove that the Goods offered are of acceptable quality and standard, the Bidders shall furnish the documentary evidence that the Goods offered have been in production and all relevant catalogues, test certificates, ISO certificates, list of previous clients, list of past performance certificate from the user and Purchaser or manufacturer profile for all new brands are submitted.

21 Document 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;
   i) 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:
   ii) the Bid is signed so as to be legally binding on all partners;
   iii) all partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms;
   iv) 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;
   v) the execution of the entire Contract, including payment, shall be done exclusively with the lead partner; and

c) 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 Format and Signing of Bids

22.1 The Bidder shall prepare ONE Original document comprising the Bid as described in ITB Clause 12 and clearly mark it "ORIGINAL." In addition, the Bidder shall submit copies of the Bid, in the number specified in the BDS and clearly mark them "COPY". In the event of any discrepancy between the Original and the Copies, the Original shall prevail.

22.2 The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder.

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

D SUBMISSION OF BIDS

23 Submission of Bid

23.1 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.

23.2 A bid in which the Bid Submission Form is not duly filled, signed and sealed by the Bidder shall be rejected.

24 Submission, Sealing and Marking of Bids

24.1 Bids shall be delivered by hand, courier, registered post or electronic means. The Bidder shall seal the original of the Bid and the number of copies stipulated in the BDS, in separate inner envelopes contained within one outer envelope. All envelopes shall be sealed with adhesive or other sealant to prevent reopening.

24.2 The outer Envelope shall:
   a) be marked "CONFIDENTIAL";
   b) be addressed to the Purchaser provided in the BDS;
   c) bear the Tender name and number; and
   d) provide a warning not to open before the time and date for Bid Opening.

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24.3 Single-Stage Two Envelope Process:

a) The inner Envelope - I shall contain:
   (i) technical bids and be signed across their seals by the person authorized to sign the Bid on behalf of the Bidder;
   (ii) Bid Security; and
   (iii) be marked "ORIGINAL", "ALTERNATIVE" (if permitted) and "COPY".

b) The inner envelope - II shall contain:
   (i) financial bids and be signed across their seals by the person authorized to sign Bid on behalf of the Bidder; and
   (ii) be marked "ORIGINAL", "ALTERNATIVE" (if permitted) and "COPY".

24.4 Where Bids are invited under the single stage single envelope, Technical Bid, Financial Bid and Bid Security shall be in one envelope.

24.5 In addition to the identification required in ITB Sub-Clause 24.2, the inner envelopes shall indicate the name and address of the Bidder, to enable the Bid to be returned unopened in case it is declared late pursuant to ITB Clause 26.

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

24.7 In the Two-Stage Process, Bidders shall be advised to submit only the technical bids in the first stage. In the second stage, Bidders shall be requested to submit both their technical bids as modified and agreed with the Purchaser and the financial bids based on the modified technical bids simultaneously in two separate sealed envelopes.

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

25 Deadline for Submission of Bids

25.1 Bids shall be delivered by hand, courier, registered post or electronic means to the Purchaser at the address and no later than the date and time indicated in the BDS.

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

25.3 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).

26 Late Bids

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

27 Withdrawal, Substitution or Modification of Bids

27.1 A Bidder may withdraw, substitute or modify its Bid after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization (the power of attorney). The corresponding substitution or modification of the Bid must accompany the respective written notice and must be:



a) submitted in accordance with ITB Clauses 23 and 25 in addition, the respective envelopes shall be clearly marked "WITHDRAWAL", "SUBSTITUTION" or "MODIFICATION;" and
b) received by the Purchaser prior to the deadline prescribed for submission of Bids, in accordance with ITB Clause 25.

27.2 Bids requested to be withdrawn shall be returned unopened to the Bidders.

27.3 No Bid may be withdrawn, substituted or modified in the interval between the deadline for submission of Bids and the expiry of the period of Bid validity specified by the Bidder on the Bid Submission Form or any extension thereof.

27.4 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 17.1, may result in the forfeiture of the Bid Security pursuant to Clause 18. 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.

E BID OPENING AND EVALUATION

28 Bid Opening

28.1 The Purchaser shall conduct the Bid Opening in public, in the presence of Bidders designated representatives who choose to attend (not more than two representatives), and at the address, date and time specified in the BDS.

a) Bidders, their representatives and other attendees at the Bid Opening shall not be permitted to approach any members of the Bid Opening Committee or any of the Purchaser employees.
b) First, envelopes marked "WITHDRAWAL" shall be read out and the envelope with the corresponding Bid shall not be opened, but shall be returned to the Bidder. No Bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at Bid Opening.
c) Next, envelopes marked "SUBSTITUTION" shall be opened and read out and exchanged with the corresponding Bid being substituted which shall not be opened, but returned to the Bidder. No Bid substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at Bid Opening.
d) Envelopes marked "MODIFICATION" shall be opened and read out with the corresponding Bid. No Bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Bid Opening.
e) All other envelopes shall be opened one at a time. The Bidders' names, the Bid prices, the total amount of each Bid and of any alternative Bid (if alternatives have been requested or permitted), any discounts, bid withdrawals, substitutions or modifications, the presence or absence of Bid Security, responses to any Bidding Documents addenda, and such other details as the Purchaser may consider appropriate shall be announced by the Purchaser at the Bid Opening.

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f) No Bid shall be rejected at Bid Opening except for late Bids pursuant to ITB Clause 26, and Bid Security not in accordance with ITB 18.

g) Substitution Bids and modifications submitted pursuant to ITB Clause 27 that are not opened at Bid Opening shall not be considered for further evaluation.

h) The Bidders' representatives and attendees who are present shall be requested to sign the Record of Bid Opening. The omission of a Bidder's or other attendee's signature on the record shall not invalidate the contents and effect of the record.

28.2 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.

29 Confidentiality

29.1 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.

29.2 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.

29.3 Notwithstanding ITB Sub-Clause 29.2, 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.

30 Clarification of Bids

30.1 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.

30.2 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 34. If a Bidder does not provide clarifications of its Bid by the date and time set by the Purchaser, the bid may be rejected.

31 Preliminary Examinations of Bids

31.1 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.

31.2 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 18.

31.3 No conditional offer(s) shall be allowed. A bid with conditional offers shall be rejected.

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32 Examination of Techno-Commercial Bids

32.1 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.

32.2 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.

32.3 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.

32.4 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 34, the bid shall be rejected.

33 **Responsiveness of Bids**

33.1 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.

33.2 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.

33.3 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.

34 Nonconformities, Errors and Omissions

34.1 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.

34.2 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.



34.3 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 34.3 (a) and (b) above.

34.4 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.

35 Conversion to Single Currency

35.1 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.

36 Detail Evaluation and Comparison of Bids

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

36.2 To evaluate a Bid, the Purchaser shall only use the factors, methodologies and criteria defined in this ITB Clause 36. No other criteria or methodology shall be permitted.

36.3 To evaluate a Bid, the Purchaser shall consider the following:

a) evaluation shall be done for Items wise or in Lots, as specified in the BDS;

b) the Bid Price, as quoted in accordance with ITB Clause 14;

c) price adjustment for correction of arithmetic errors in accordance with ITB Clause 34.3;

d) price adjustment due to discounts offered in accordance with ITB Clause 14.4;

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 38, 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.

36.4 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, 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 during the evaluation shall be considered.



however, the same shall be borne by the purchaser subject to the Incoterms specified, 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.

36.5 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 14. 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 36.3 (e).

36.6 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.

36.7 The Purchaser shall compare all substantially responsive Bids to determine the lowest evaluated Bid, in accordance with ITB Sub-Clause 33.

37 Abnormally High/Low Bids

37.1 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.

37.2 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.

37.3 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.

37.4 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.

38 Margin of Preference

38.1 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.

39 Purchaser's Right to vary Quantities

39.1 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.



F AWARD OF CONTRACT

40 Award Criteria

40.1 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.

41 Purchaser's Right to Accept or Reject Bids

41.1 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.

42 Notification of Award

42.1 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.

42.2 Until a formal Contract is prepared and executed, the Notification of Award shall constitute a binding Contract.

42.3 Upon the successful Bidder furnishing the signed Contract Form and the Performance Security pursuant to ITB Clause 43. The Purchaser shall promptly notify each unsuccessful Bidder and discharge its Bid Security, pursuant to ITB Sub-Clause 18.

42.4 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.

43 Performance Security

43.1 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 3.3.2, using any of the following forms:

43.2 Unconditional bank guarantee in the form provided for in Section VI, Contract Forms, or another form acceptable to the Purchaser, or

a) Banker's certified cheque/cash warrant, or
b) Demand draft, or
c) Cash deposit through Bank transfer only in case of exceptional circumstances in the Purchaser's bank account.
d) 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.

43.3 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.

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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 43 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 Contact 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 Vendor Performance Management System

45.1 The performance of the vendor shall be assessed as per the Vendor Performance Management System (VPMS) available in the Purchaser's website and relevant website for the purpose of assessing the performance of the supplier.



SECTION II. BID DATA SHEET

The Bid Data Sheet (BDS) contains information and provisions that are specific to a particular bidding process. Whenever there is a conflict, the provisions herein shall prevail over those in the ITB.

ITB	Particulars
1.1	The Purchaser is*:* **Department of Surface Transport (DoST), Ministry of Infrastructure and Transport (MoIT) represented by DGPC**
8.2	For Bid clarification purposes, the Purchaser's address is: Attention: Sonam Choden Address: Contracts Section, Projects and Contract Department, Druk Green Power Corporation Limited 1168 Serbi Lam Southeast Thimphu-11001: Bhutan Phone number: +975-2-339875 Electronic mail: s.choden272@drukgreen.bt Website: www.drukgreen.bt
8.3	Bid Clarification request will be received on or before: Time: 0900Hrs to 1700Hrs *(Bhutan Standard time)* Date: **November 29, 2026**
8.5	A pre-bid meeting **"shall not"** take place
10.1	The language of bid is: **English**
12.1(i)	The Bidder shall submit with its Bid the following additional documents: a*)* Copy of Valid Trade License /Certificate of Incorporation b) Latest Tax Clearance Certificate c) Authorized dealership/supplier certificate d) Letter of Acceptance of the World Bank's Anticorruption Guidelines and Sanctions Framework (ACG Letter) as attached in the Form V-A under SECTION III: BIDDING FORMS
14.3	The Bidder shall quote prices using any of the following Incoterm**: on a DAP basis, DGPC, Thimphu** **The bidder shall quote prices inclusive of all applicable taxes and duties.**
14.3 (a) & b)	The final destination is: Corporate Office DGPC, Thimphu
14.5	Bids are being invited for **entire packages**
15.1	The prices quoted by the Bidder **"shall not"** be adjustable during the contract period
16.1	The Bidder shall quote in: **BTN**
17.1	The Bid validity period shall be **60** days from the last date of bid submission i.e., **up to February 12, 2027**
18.1	The Bidder shall furnish a bid security in the amount of **BTN 130,000.00 (BTN One Hundred Thirty Thousand) in favour of Druk Green Power Corporation Limited and valid upto Match 14, 2027**
19.1	Alternative Bids *"***shall not"** be permitted.
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 *"***Applicable"**

21.1	Financial Capability: The Bidder shall furnish documentary evidence that it meets the financial requirement(s): (a) Minimum annual volume of goods supplied during the last five years (2021–2025), shall be at least **BTN 8.00** million
21.2	**Experience and Technical Capacity** **The Bidder shall furnish documentary evidence to demonstrate that it meets the following experience requirement(s):** (a) The minimum No. of years of experience in Business for the supply of Goods and related services is **5 years** and the evidences to be submitted by the Bidder. (b) The specific experience in the supply of similar Goods (Drones and survey equipment or related services) shall be at least **5.00 million** in two contracts combined. The bidder must submit evidence of completed supplies.
21.3(a)	Manufacturer's authorization: **Not Applicable**
21.3(b)	After sales maintenance, repair, spare parts stocking and related services **"is"** required, and the Bidder therefore **"is not"** required to be represented by a suitably equipped and able agent in Bhutan.
21.3 (c)	Joint Venture/Consortium (JV/C) Bids: **Not permitted**
22.1&24.1	In addition to the original Bid, the number of copies is: **Not required**
24.2 (b)	For bid submission purposes only, the Purchaser's address is*:* Sonam Choden, Manager Contracts Section, Projects and Contract Department, Druk Green Power Corporation Limited 1168 Serbi Lam Southeast Thimphu-11001: Bhutan Email: sonam.choden272@drukgreen.bt Website: www.drukgreen.bt
24.8	Bidders *"***shall not"** have the option of submitting their Bids electronically.
25.1	The deadline for the submission of Bid is: **December 14, 2026 at 1500 hrs** *(Bhutan Standard Time).*
28.1	The Bid Opening shall take place at: Address: Conference Hall, DGPC, Corporate Office, Thimphu Date: **December 14, 2026** Time: **1530 Hrs** *(Bhutan Standard Time)*
36.3	Evaluation will be done for: the whole packages
36.3 (e)	The adjustments shall be determined using the following criteria: (a) Deviation in Delivery schedule: **No** **The Goods are required to be delivered within the Delivery Schedule. No credit will be given to deliveries before the earliest date, and Bids offering delivery after the final date may be treated as non-responsive.** (b) Deviation in payment schedule: **No** (c) The cost of major replacement components, mandatory spare parts, and services: ***No*** (d) The availability in Bhutan of spare parts and after-sales services for the equipment offered in the Bid: **No** (e) The projected operating and maintenance costs during the life of the equipment: **No** (f) The performance and productivity of the equipment offered: **No**



36.6	Bidders ~~r~~ **"shall Not"** be allowed to quote prices for one or more lots.
38.1	A margin of Domestic Preference **"shall not'** apply
43.	The successful Bidder shall submit the contract performance security and sign the Contract within **15 days** from the date of issuance of **NoA.**
44.	Signing of contract shall be within **15 days** from the date of issuance of **NOA.**

SECTION III: BIDDING FORMS



Form I: Bidder's Information Form

The Bidder shall fill in this Form in accordance with the instructions indicated below.
Date: *[insert date (as day, month and year) of Bid submission*]
Tender No.: *DGPC/ACCESS/GOODS/SURVEY/2026/28* dated May 2, 2026

1. Bidder's Legal Name …….... *[insert name]*
2. In case of Joint Venture/ Consortium (JV/C) legal name of each member: ……... *[insert JV/C]*
3. Bidder's or each member of JV/C 's Country of Registration: …… *[insert Country of Registration]*
4. Bidder's or each member of JV/C 's Year of Registration: …… *[insert year of registration]*
5. Bidder's or each member of JV/C 's Legal Address in Country of Registration……..…… *[insert legal address]*
6. Bidder's or each member of JV/C 's Authorized Representative Information (if applicable) Name and identity No.: …… *[insert Authorized Representative's name and identity No.]* Address: …… *[insert Authorized Representative's address]* Telephone/mobile No.: …… *[insert Authorized Representative's contact No.]* E-mail Address: ……. *[insert Authorized Representative's email]*
Attached are copies of the following original documents: *[check the box(es) of the attached original documents]*

☐	Articles of Incorporation or Registration of firm or valid Trade license named in 1 above,
☐	In the case of a JV/C letter of intent to form the JV/C or the JV/C agreement
☐	In the case of a government owned entity from Bhutan, documents establishing legal and financial autonomy and compliance with commercial law
☐	Power of attorney authorizing the signatory of the Bid to sign on behalf of the Bidder.
☐	Latest Tax clearance certificates.

Form II: Bid Submission Form

[*The Bidder shall fill in this form in accordance with the instructions indicated. No alterations to its format shall be permitted and no substitutions shall be accepted.*]
Date: ……. *[insert date of Bid submission]*
Tender No.: DGPC/ACCESS/GOODS/SURVEY/2026/28 dated May 2, 2026
Alternative No.: *[insert number, if this Bid is for an alternative]*

To: **Contract Section, DGPC, Thimphu.**

We, the undersigned, declare that:

(a) We have examined and have no reservations to the Bidding Documents, including Addenda

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No.: *[insert the number and date of issue of each addendum]*;

(b) We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the SCC the following Goods and Related Services: [insert a brief description of the Goods and Related Services];

(c) The total price of our Bid, excluding any discounts offered in item (d) below is: *[insert the Bid Price in words and figures, indicating the various amounts and their respective currencies] [in case of single stage, two envelopes, this clause (c) and (d) shall not be applicable];*

(d) The discounts offered and the methodologies for their application are:

Discounts. If our Bid is accepted, the following discounts shall apply: *[Specify in detail each discount offered and the specific item of the Schedule of Supply to which it applies.]*

Methodology of Application of the Discounts. The discounts shall be applied using the following methodology: *[Specify in detail the methodology that shall be used to apply the discounts];*

(e) Our Bid shall be valid for a period of [insert number] from the date fixed for the Bid submission deadline in accordance with ITB Sub-Clause 26.1, and it shall remain binding upon us and may be accepted at any time before expiry of that period;

(g) If our Bid is accepted, we commit to provide a Performance Security in accordance with ITB Clause 45 and GCC Clause 16 for the due performance of the Contract;

(h) We are not participating, as Bidders, in more than one Bid in this bidding process, other than any alternative offers submitted in accordance with ITB Clause 15;

(i) We, including any subcontractors or suppliers for any part of the Contract, have nationality from eligible countries, viz: *[insert the nationality of the Bidder, including that of all parties that comprise the Bidder if the Bidder is a JV/C, and the nationality each subcontractor and supplier]*

(j) We have no conflict of interest pursuant to ITB Sub-Clause 3.2;

(k) Our firm, its affiliates or subsidiaries - including any subcontractors or suppliers for any part of the contract - has not been declared ineligible by the Purchaser under the laws or official regulations of Bhutan, in accordance with ITB Sub-Clause 3.4;

(l) We have read the ITB and GCC carefully, understood and agree to comply with all the clauses which are mentioned therein. In case of any breach of any condition on our part, we shall be liable for actions as per terms and conditions of the Contract.

(m) We understand that this Bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed.

(n) We accept the Vendor Performance Management System.

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



Signed: *[insert signature of person whose name and capacity are shown]*

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

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

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

Dated on _____day of _____*[insert date of signing]*



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 copy 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 receipt of notification of being unsuccessful bidder from the purchaser; or 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)]

Projects & Contract Department
DGPC
BHUTAN
Contracts Section

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).

1 General:

Whereas *[Sonam Choden, Manager]* representing the *[Contracts Section, DGPC]*, Royal Government of Bhutan, hereinafter referred to as the **"Employer"** on one part, and .....*(Name of bidder or his/her authorized representative, with power of attorney)* representing M/s. .....*(Name of firm*), hereinafter referred to as the **"Bidder"** on the other part hereby execute this agreement as follows:

This agreement shall be a part of the standard bidding document, which shall be signed by both the parties at the time of purchase of bidding documents and submitted along with the tender document. This IP is applicable only to "**large**" scale works, goods and services, the threshold of which will be announced by the government from time to time. The signing of the IP shall not apply to framework contracting such as annual office supplies etc.

2 Objectives:

Whereas, the Employer and the Bidder agree to enter into this agreement, hereinafter referred to as IP, to avoid all forms of corruption or deceptive practice by following a system that is fair, transparent and free from any influence/unprejudiced dealings in the **bidding process**[1] and **contract administration**[2], with a view to:

2.1 Enabling the Employer to obtain the desired contract at a reasonable and competitive price in conformity to the defined specifications of the works or goods or services; and

2.2 Enabling bidders to abstain from bribing or any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also refrain from bribing and other corrupt practices.

3. Scope:

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

4. Commitments of the Employer:

The Employer Commits itself to the following: -

4.1 The Employer hereby undertakes that no officials of the Employer, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favor or any material or immaterial benefit or any other advantage from the Bidder, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process and contract administration.

4.2 The Employer further confirms that its officials shall not favor any prospective bidder in any form that could afford an undue advantage to that particular bidder in the bidding process and contract administration and will treat all Bidders alike.

4.3 Officials of the Employer, who may have observed or noticed or have reasonable suspicion shall report to the head of the employing agency or an appropriate government office any violation or attempted violation of clauses 4.1 and 4.2.

4.4 Following report on violation of clauses 4.1 and 4.2 by official(s), through any source, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings shall be initiated by the Employer and such a person shall be debarred from further dealings related to the bidding process and contract administration.

5. Commitments of Bidders

The Bidder commits himself/herself to take all measures necessary to prevent corrupt practices, unfair



means and illegal activities during any stage of the bidding process and contract administration in order to secure the contract or in furtherance to secure it and in particular commits himself/herself to the following: -

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

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

5.3 If the bidder(s) have observed or noticed or have reasonable suspicion that the provisions of the IP have been violated by the procuring agency or other bidders, the bidder shall report such violations to the head of the procuring agency.

6. Sanctions for Violation:

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

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

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

7. Monitoring and Administration:

7.1 The respective procuring agency shall be responsible for administration and monitoring of the IP as per the relevant laws.

7.2 The bidder shall have the right to appeal as per the arbitration mechanism contained in the relevant rules.

We, hereby declare that we have read and understood the clauses of this agreement and shall abide by it.
The parties hereby sign this Integrity Pact at *(place)* _____ on *(date)* _____

Affix Legal Stamp



EMPLOYER
CID: | 1 | 1 | 5 | 0 | 6 | 0 | 0 | 6 | 2 | 2 | 6 |

Witness: _____
Name: Sushmita Gurung

Affix Legal Stamp

BIDDER/REPRESENTATIVE
CID: | | | | | | | | | | | |

Witness: _____
Name :



Form V-A: The World Bank's ACG Letter

Letter of Acceptance of the World Bank's Anticorruption Guidelines and Sanctions Framework[3]

Date: _____

Invitation of Bids/Proposals No._____

To: _____

We, along with our sub-contractors, sub-consultants, service providers, suppliers, agents (whether declared or not) consultants and personnel, acknowledge and agree to abide by the World Bank's policy regarding Fraud and Corruption (corrupt, fraudulent, collusive, coercive, and obstructive practices), as set out and defined in the World Bank's Anti-Corruption Guidelines[4] in connection with the procurement and execution of the contract (in case of award), including any amendments thereto.

We declare and warrant that we, along our sub-contractors, sub-consultants, service providers, suppliers, agents (whether declared or not), consultants and personnel, are not subject to, and are not controlled by any entity or individual that is subject to, a temporary suspension, early temporary suspension, or debarment imposed by a member of the World Bank Group, including, inter alia, a cross-debarment imposed by the World Bank Group as agreed with other international financial institutions (including multilateral development banks), or through the application of a World Bank Group finding of non-responsibility on the basis of Fraud and Corruption in connection with World Bank Group corporate procurement. Further, we are not ineligible under the laws or official regulations of *[Insert name of Employer as per bidding document]* or pursuant to a decision of the United Nations Security Council.

We confirm our understanding of the consequences of not complying with the World Bank's Anti-Corruption Guidelines, which may include the following:

a. rejection of our Proposal/Bid for award of contract;

b. in the case of award, termination of the contract, without prejudice to any other remedy for breach of contract; and

c. sanctions, pursuant to the Bank's Anti-Corruption Guidelines and in accordance with its prevailing sanctions policies and procedures as set forth in the Bank's Sanctions Framework. This may include a public declaration of ineligibility, either indefinitely or for a stated period of time, (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner;[5] (ii) to be a

[3][Drafting note: This document shall be signed by bidders/proposers/consultants and submitted as part of their bids/proposals. In addition, this document shall be signed by the winning bidder/consultant and incorporated as part of the contract.]

[4]*Guidelines on Preventing and Combating Fraud and Corruption in Projects Financed by International Bank for Reconstruction and Development Loans and the International Development Agency Credits and Grants*, dated October 15, 2006, and revised in January 2011 and July 2016, as they may be revised from time to time.

[5] For the avoidance of doubt, a sanctioned party's ineligibility to be awarded a contract shall include, without limitation, (i) applying for pre-qualification or initial selection), expressing interest in a consultancy, and bidding, either directly or as a nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider, in respect of such contract, and (ii) entering into an addendum or amendment introducing a material modification to any existing contract.



nominated[6] sub-contractor, sub-consultant, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) to receive the proceeds of any loan made by the Bank or otherwise to participate further in the preparation or implementation of any Bank-financed project.

We understand that we may be declared ineligible as set out above upon:

a. completion of World Bank Group sanctions proceedings according to its prevailing sanctions procedures;

b. cross-debarment as agreed with other international financial institutions (including multilateral development banks);

c. the application of a World Bank Group finding of non-responsibility on the basis of Fraud and Corruption in connection with World Bank Group corporate procurement; or

d. temporary suspension or early temporary suspension in connection with an ongoing World Bank Group sanctions proceeding.

For avoidance of doubt, the foregoing effects of ineligibility do not extend to a sanctioned firm's or individual's execution of its ongoing Bank-financed contracts (or its ongoing sub-agreements under such contracts) that are not the subject of a material modification, as determined by the Bank.

We shall permit, and shall cause our sub-contractors, sub-consultants, agents (whether declared or not), personnel, consultants, service providers or suppliers, to permit the Bank to inspect[7] all accounts, records, and other documents relating to the procurement process and/or contract execution (in the case of award), and to have them audited by auditors appointed by the Bank.

We agree to preserve all accounts, records, and other documents (whether in hard copy or electronic format) related to the procurement and execution of the contract.

Name of the Bidder/Proposer/Consultant:_____

Name of the person duly authorized to sign the Bid/Proposal on behalf of the Bidder/Proposer/ Consultant:

Title of the person signing the Letter: _____

[6]A nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider (different names are used depending on the bidding document) is one which has been: (i) included by the bidder in its pre-qualification or initial selection application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

[7]Inspections in this context are usually investigative (i.e., forensic) in nature: they involve fact-finding activities undertaken by the Bank or persons appointed by the Bank to address specific matters related to investigations/audits, such as evaluating the veracity of an allegation of possible Fraud and Corruption, through the appropriate mechanisms. Such activity includes but is not limited to accessing and examining a firm's or individual's financial records and information, and making copies thereof as relevant; accessing and examining any other documents, data, and information (whether in hard copy or electronic format) deemed relevant for the investigation/audit, and making copies thereof as relevant; interviewing staff and other relevant individuals; performing physical inspections and site visits; and obtaining third-party verification of information.

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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

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 ___

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BHUTAN
Contracts Section

Form VII: Price Schedule Form

[The Bidder shall fill in these Price Schedule Forms in accordance with the instructions indicated]

SN	Description of Goods	Qty	UOM	UNIT RATE (BTN)		Total Amount		Brand/ Make	Country
				In Figure	In Words		GST 5%		Of Origin
1	GNSS RTK with Receiver	6	Nos						
2	Trimble R980 or equivalent	1	No						
3	Trimble Business Centre (TBC) Software	1	No						
	Total amount:								

Name of Bidder [*insert complete name of Bidder] Signature* of Bidder *[signature of person signing the Bid] Date [insert date]*



Price Schedule - Related Services

SN	Description of Services	Quantity	Unit	Unit Price *(Specify currency)*	Total Price *(specify currency)*
[insert number of the Service]	*[insert name of Services]*	*[insert the quantity]*	*[insert number of units]*	*[insert unit price per item]*	*[insert total price per item]*

Total Bid Price

Name of Bidder [*insert complete name of Bidder] Signature* of Bidder *[signature of person signing the Bid] Date [insert date]*

Projects & Contract Department DGPC BHUTAN Contracts Section

Form VIII: Technical Specifications

TECHNICAL SPECIFICATION

High-Precision Multi-Constellation
GNSS RTK Receiver

1. GNSS Positioning and Performance

Parameter	Minimum Requirement
GNSS Channels	Not less than 1408 channels
Satellite Constellations	Simultaneous multi-constellation tracking of GPS, GLONASS, Galileo, BeiDou and QZSS
BeiDou Signals	B1I, B2I, B3I, B1C, B2a and B2b, or equivalent/better
GPS Signals	L1 C/A, L2P(Y), L2C and L5, or equivalent/better
GLONASS Signals	G1, G2 and G3, or equivalent/better
Galileo Signals	E1, E5a, E5b and E6, or equivalent/better
QZSS Signals	L1, L2 and L5, or equivalent/better
Cold Start	30 seconds or less
Initialization Time	5 seconds or less under typical operating conditions
Initialization Reliability	Not less than 99.9%
Time Accuracy (RMS)	20 ns or better
Velocity Accuracy (RMS)	0.03 m/s or better
Single-Point Positioning Accuracy	Horizontal: 1.5 m RMS or better Vertical: 2.5 m RMS or better
DGPS Accuracy	Horizontal: 0.4 m RMS or better Vertical: 0.8 m RMS or better
Static Survey Accuracy	Horizontal: ±(2.5 mm + 0.5 ppm) RMS or better Vertical: ±(5 mm + 0.5 ppm) RMS or better
RTK Accuracy	Horizontal: ±(8 mm + 1 ppm) RMS or better Vertical: ±(15 mm + 1 ppm) RMS or better

2. IMU Tilt Survey

Parameter	Minimum Requirement
IMU	Integrated 6-axis inertial measurement unit
IMU Update Rate	Not less than 400 Hz dynamic output
Tilt Compensation	Calibration-free tilt survey capability
Maximum Tilt Angle	At least 60° tilt survey support

3. Data Storage and Communication

Parameter	Minimum Requirement
Internal Memory	Not less than 8 GB
Expandable Storage	Support for removable memory expansion to at least 32 GB
Differential Data	RTCM Version 3.x support
Standard Data Output	NMEA 0183 or equivalent standard GNSS data format
Bluetooth	Built-in Bluetooth supporting classic and BLE communication
Wi-Fi	IEEE 802.11 b/g/n or better
Web Configuration	Wireless WebUI or equivalent for receiver status, settings, firmware update, data download and station setup
Cellular/Network Communication	Integrated support for mobile data/network communication
Internal UHF Radio	Integrated Rx/Tx radio, approximately 1 W or higher, with typical working range of at least 5 km under suitable conditions
External Radio Support	Support for external high-power radio transmission, with typical working range of at least 15 km under suitable conditions
Radio Interoperability	Support for commonly used UHF GNSS radio protocols for interoperability with third-party survey equipment

4. Physical, Power and Environmental Requirements

Parameter	Minimum Requirement
Housing	Compact, rugged field-survey housing suitable for professional outdoor use
Battery	Rechargeable removable lithium battery system with total nominal capacity of at least 6800 mAh and battery-level indication
Operating Temperature	-30°C to +60°C or wider
Storage Temperature	-40°C to +80°C or wider
Ingress Protection	IP68 or better
Humidity Resistance	Suitable for operation in up to 100% condensing humidity
Shock Resistance	Capable of withstanding a 2 m pole drop under normal operating conditions
Status / User Interface	Status indicators and audible/voice notification capability
Interfaces	Provision for removable memory, SIM/mobile network access, external power/radio and USB/serial data connection or equivalent

5. System and Field Software

Parameter	Minimum Requirement
Embedded Operating System	Linux-based or equivalent stable embedded operating environment
Electronic Level	Electronic bubble/level function supported
Field Controller Compatibility	Compatible with a rugged Android-based survey controller
Survey Software	Compatible field-survey software for receiver configuration, RTK data collection, stakeout and standard surveying workflows
Data Management	Survey data storage and export using commonly used industry formats

6. General Compliance Requirements

- All stated values are minimum requirements unless a maximum value is explicitly stated.
- Equipment providing equal or better performance shall be considered technically compliant.
- The receiver shall support base, rover and network RTK operation as applicable to the supplied configuration.
- All required accessories, cables, chargers and mounting items necessary for normal field operation shall be included in the offered set.
- Operating range of radio and network functions may vary with terrain, interference, network coverage and local radio regulations.

TECHNICAL SPECIFICATION

Multi-Constellation GNSS RTK Receiver

1. GNSS Tracking and Positioning Technology

Parameter	Minimum Requirement
GNSS Channels	Minimum 672 channels
Constellation Support	Multi-constellation GNSS tracking including GPS, GLONASS, Galileo, BeiDou and QZSS
Signal Tracking	Multi-frequency, multi-band signal tracking suitable for professional survey applications
Satellite Tracking Capability	Simultaneous tracking of available supported constellations and frequencies
IMU Tilt Survey	Integrated inertial measurement unit (IMU), calibration-free tilt surveying
Maximum Tilt Angle	At least 40 degrees
Initialization Time	Less than 5 seconds under suitable GNSS conditions
Initialization Reliability	Greater than 99.9% under suitable GNSS conditions

2. Positioning Accuracy

Parameter	Minimum Requirement
Static Survey - Horizontal	+/-(2.5 mm + 0.5 ppm) RMS or better
Static Survey - Vertical	+/-(5 mm + 0.5 ppm) RMS or better
RTK Survey - Horizontal	+/-(8 mm + 1 ppm) RMS or better
RTK Survey - Vertical	+/-(15 mm + 1 ppm) RMS or better
Single-Point Positioning - Horizontal	1.5 m RMS or better
Single-Point Positioning - Vertical	2.5 m RMS or better
Differential GNSS - Horizontal	0.4 m RMS or better
Differential GNSS - Vertical	0.8 m RMS or better
Velocity Accuracy	0.03 m/s RMS or better
Time Accuracy	20 ns RMS or better

Accuracy values shall be demonstrated under appropriate professional survey conditions. Actual field performance may vary with satellite geometry, multipath, obstructions and atmospheric conditions.

3. IMU and Tilt Compensation

Parameter	Minimum Requirement
IMU Type	Integrated multi-axis inertial navigation / measurement module
Dynamic Output Rate	Up to 400 Hz or equivalent
Calibration	Calibration-free operation
Magnetic Interference	Tilt compensation shall not depend on a magnetic compass for normal operation
Supported Tilt	At least 40 degrees; higher tilt capability acceptable

4. Communications and Data

Parameter	Minimum Requirement
Bluetooth	Built-in Bluetooth communication
Wi-Fi	Built-in Wi-Fi, minimum IEEE 802.11 b/g/n or better
Web Interface	Browser-based receiver configuration and status monitoring supported
Network Communication	Network RTK / internet correction communication supported
Internal UHF Radio	Integrated transmit/receive radio, approximately 1 W or higher
Typical Internal Radio Range	At least 5 km under suitable operating conditions
Internal Memory	Minimum 8 GB
Expandable Storage	Support for removable / expandable storage
Correction Data Format	RTCM 3.x or equivalent standard GNSS correction format
Data Output	NMEA 0183 or equivalent standard GNSS output
I/O	USB and serial/data communication interfaces

5. Physical and Environmental Requirements

Parameter	Minimum Requirement
Ingress Protection	IP67 minimum; IP68 acceptable
Operating Temperature	At least -30 deg C to +60 deg C
Storage Temperature	At least -40 deg C to +80 deg C
Humidity	100% condensing resistant
Pole Drop Resistance	Designed to withstand a 2 m pole drop under normal operating conditions
Construction	Rugged field-survey construction suitable for professional outdoor use

6. Power and Battery

Parameter	Minimum Requirement
Battery Type	Rechargeable removable lithium-ion battery system
Battery Status	Battery / power status indication required
External Power	External power input supported

7. Functional Requirements

Parameter	Minimum Requirement
Survey Modes	Static, RTK rover and RTK base operation
Electronic Level / Bubble	Supported
Voice / Status Indication	Visual and/or audible status indication supported
Field Controller Compatibility	Compatible with professional survey data collectors or mobile field devices
Field Software	Compatible field-survey software shall support RTK survey, stakeout, data collection and export

8. Items Intentionally Excluded

The following source-sheet items are not mandatory procurement requirements because they are proprietary, region-specific, service-specific or not necessary to define the core GNSS RTK receiver performance:

- Brand-specific GNSS processing technology names, correction-service subscriptions and continuity services.
- Brand-specific multipath, ionospheric, anti-jamming and anti-spoofing feature names.
- Brand-specific radio protocols, controllers, field software and cloud/service platforms.
- Exact cellular modem bands and region-specific 450/900 MHz radio variants.
- Product protection plans, trademark notices and marketing statements.
- Region-specific certification lists unless separately required by the procuring authority.
- High-precision static, network RTK and correction-service performance values that exceed the minimum RTK survey requirement.

9. Compliance Requirement

The bidder shall provide a manufacturer technical datasheet demonstrating compliance with each mandatory requirement. Specifications offering equal or better performance shall be accepted. Approximate dimensions, battery configuration, radio frequency availability and accessory configuration may vary provided the stated minimum functional and performance requirements are satisfied.

Drawings (if applicable)

These Bidding Documents include *[insert "the following" or "no"]* drawings.

List of Drawings		
Drawing No.	**Drawing Name**	**Remarks**

SECTION IV

GENERAL CONDITIONS OF CONTRACT (GCC)

GENERAL CONDITIONS OF CONTRACT (GCC)

1 GENERAL PROVISIONS

1.1 **Definitions** The following words and expressions shall have the meanings hereby assigned to them:

1.1.1 Affiliate means business concerns, organizations, or individuals that control each other or that are controlled by a common third party. Control may include shared management or ownership; common use of facilities, equipment and resources; or family interests.

1.1.2 Award of Contract means the decision of the Purchaser to enter into a contract with a supplier for delivery of specified goods which has been conveyed to the contractor through a purchase order and/or signing of a contract.

1.1.3 Bid an offer to execute works in accordance with the terms and conditions set out in the bid documents inviting such offers. The term "tender" is synonymous with the term "bid";

1.1.4 BDS means Bid Data Sheet

1.1.5 Bidder means an eligible individual or legal entity that participates in a competitive procurement process defined by this Manual.

1.1.6 Bidding Documents means the set of documents issued by the Purchaser to potential Bidders in which the specifications, terms and conditions of the proposed procurement are prescribed. The terms "bidding documents", "tender documents" and "bid documents" are synonymous.

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

1.1.8 Contract Price means the price payable to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions there from as may be made pursuant to the Contract till the completion of the Contract, the price so adjusted shall be termed as Executed Price.

1.1.9 Purchaser means the purchaser including its successors and permitted assigns. The term "Purchaser" and "Purchaser" are synonymous.

1.1.10 Day means calendar day.

1.1.11 Delivery means the transfer of the Goods from the Supplier to the Purchaser in accordance with the terms and conditions set forth in the Contract Documents.

1.1.12 GCC means the General Conditions of Contract.

1.1.13 Goods means any object in solid, liquid or gaseous form, tangible and intangible that has an economic utility or value, which can be exchanged or traded along with related service.

1.1.14 ITB means Instructions to Bidders

1.1.15 Notification of Award means the letter issued by The Purchaser conveying the acceptance of the Bid of the successful Bidder subject to such terms and conditions as may have been stated therein.

1.1.16 Party means the Purchaser or the Supplier, as the context requires, and "parties" means both of them.



1.1.17 Price schedule: summary of the quantities, measurement unit and unit prices of the items to be procured under the contract. The term "Bill of Quantities" is synonymous.

1.1.18 Final Destination means the place named in the SCC.

1.1.19 Purchaser means The Purchaser (specified in SCC.)

1.1.20 Related Services means Includes services such as installations, supervision, training, initial maintenance, insurance, testing and commissioning related to the Goods.

1.1.21 SCC means the Special Conditions of Contract.

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

1.1.23 Supplier a legal entity entering into a contract with the Purchaser for the supply of Goods.

1.1.24 Technical Specifications means specifications of the Goods incorporated in the bidding documents and forming part of the contract and includes any modification or amendment thereto or any addition thereto or any deduction there from, as may be made with the mutual agreement of the Purchaser and Supplier.

1.2 **Contract Documents**

1.2.1 Subject to the order of precedence set forth in the Contract Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary and mutually explanatory. The Contract Agreement shall be read as a whole.

1.3 **Interpretation**

1.3.1 If the context so requires it, singular means plural and vice versa.

1.3.2 A "law" shall be construed as a reference to such law including its amendments or re-enactments from time to time.

1.3.3 A "person" shall be construed as a reference to any person, firm, Purchaser, corporation, society, trust, government, or agency of a government or any association or partnership (whether or not having separate legal personality) of two or more of the above and a person shall be construed as including a reference to its successors, permitted transferees and permitted assigns in accordance with their respective interests.

1.3.4 The words "hereof" or "herein" if and when used in the Contract Documents shall mean a reference to the Contract Documents of this Contract.

1.3.5 Incoterms:

a) Unless inconsistent with any provision of the Contract or otherwise specified in the SCC, the meaning of any trade term and the rights and obligations of parties there under shall be as prescribed by Incoterms.

b) The terms EXW, CIF, CIP, DAP, DDP and other similar terms as specified in SCC, when used, shall be governed by the rules prescribed in the current edition of Incoterms specified in the SCC and published by the International Chamber of Commerce in Paris, France.

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1.3.6 Amendment: No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.

1.3.7 Non-waiver:

a) Subject to GCC 1.3.7.b) below, no relaxation, forbearance, delay or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.

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

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

1.3.9 Entire Agreement: The Contract constitutes the entire agreement between the Purchaser and the Supplier and supersedes all communications, negotiations and agreements of the parties with respect thereto made prior to the date of Contract.

1.4 **Fraud and Corruption**

1.4.1 If the Purchaser determines that the Supplier has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for or in executing the Contract then the Purchaser may, after giving fourteen (14) days' notice to the Supplier, terminate the Supplier's employment under the Contract and cancel the Contract, and the provisions of GCC 10.1 shall apply as if such termination has been made under GCC 10.1.1.

1.4.2 For the purposes of this Sub-Clause:

a) "corrupt practice" is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value" to influence improperly the actions of another party;

b) "fraudulent practice" is any intentional act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;

c) "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;

d) "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a Party;

e) "obstructive practice" is

i) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order materially to impede any investigation into allegations of a corrupt,

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fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or

ii) acts intended materially to impede the exercise of the inspection and audit rights of the Purchaser and/or any other relevant RGoB agency provided for under GCC 5.1.

1.4.3 Should any employee of the Supplier be determined to have engaged in corrupt, fraudulent, collusive, coercive or obstructive practice during the purchase of the Goods, then that employee shall be removed.

Any communications between the Supplier and the Purchaser related to matters of alleged fraud or corruption must be made in writing.

1.5 **Language**

1.5.1 The Contract, as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Purchaser, shall be written in the language specified in the SCC. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the SCC, in which case, for purposes of interpretation of the Contract, the translation shall govern.

1.5.2 The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation, for documents provided by the Supplier.

1.6 **Joint Venture/ Consortium**

1.6.1 If the Supplier is a Joint Venture/Consortium (JV/C), all of the parties shall be jointly and severally liable to the Purchaser for the fulfilment of the provisions of the Contract and shall designate one party to act as a lead with authority to bind the (JV/C). The composition or the constitution of the joint venture, consortium shall not be altered without the prior consent of the Purchaser.

1.7 **Notices**

1.7.1 Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the SCC. The term "in writing" means communicated in written form, including electronic communication.

1.7.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

1.8 **Governing Law**

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

1.9 **Assignment**

1.9.1 Neither the Purchaser nor the Supplier shall assign, in whole or in part, their obligations under this Contract, except with the prior written consent of the other party.

1.10 **Eligibility**

1.10.1 The Supplier and its sub-contractors shall have the nationality of an eligible country. A Supplier and its sub-contractors shall be deemed to have the nationality of a country if it is a citizen or constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of that country.



1.10.2 All Goods and Related Services to be supplied under the Contract shall have their origin in Eligible Countries. For the purpose of this Clause, origin means the country where the Goods have been grown, mined, 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.

1.11 **Export Restriction**

1.11.1 Notwithstanding any obligation under the Contract to complete all export formalities, any export restrictions attributable to the Purchaser, to Bhutan, or to the use of the products/Goods, systems or services to be supplied, which arise from trade regulations from a country supplying those products/Goods, systems or services, and which substantially impede the Supplier from meeting its obligations under the Contract, shall release the Supplier from the obligation to provide deliveries or services, always provided, however, that the Supplier can demonstrate to the satisfaction of the Purchaser that it has completed all formalities in a timely manner, including applying for permits, authorizations and licenses necessary for the export of the products/Goods, systems or services under the terms of the Contract. Termination of the Contract on this basis shall be for the Purchaser's convenience pursuant to GCC 10.1.3.

2 THE PURCHASER

2.1 **Purchaser's Responsibilities**

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

3 THE SUPPLIER

3.1 **Supplier's Responsibilities**

3.1.1 The Supplier shall supply all the Goods and Related Services included in the Scope of Supplies in accordance with GCC 4.1, and the delivery and completion requirements as per GCC 6.1.

3.2 **Performance Security**

3.2.1 The Supplier shall, provide a Performance Security for the due performance of the Contract in the amount and currency specified in the SCC.

3.2.2 The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

3.2.3 The Performance Security shall be denominated in the currency (ies) of the Contract or in a freely convertible currency acceptable to the Purchaser, shall be valid until the successful completion of the Supplier's performance obligations under the Contract, including any warranty obligations, and shall be in one of the forms stipulated by the Purchaser in the SCC.

3.2.4 The Performance Security shall be discharged by the Purchaser and returned to the Supplier on completion of the Supplier's performance obligations under the Contract, including any warranty obligations.



3.3	**Subcontracting**	3.3.1	The Supplier shall notify the Purchaser in writing of all subcontracts awarded under the Contract if not already specified in the Bid. Such notification, in the original Bid or later, shall not relieve the Supplier of any of its obligations, duties, responsibilities or liabilities under the Contract. Subcontracts shall comply with the provisions of GCC 1.4 and GCC 1.10.

4 SCOPE OF SUPPLIES

4.1	**Scope of Supplies**	4.1.1	The Goods and Related Services to be supplied shall be as specified in the Schedule of Supply.
		4.1.2	Unless otherwise stipulated in the Contract, the Supply shall include all such items not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining delivery of the Goods and completion of the Related Services as if such items were expressly mentioned in the Contract.
4.2	**Specification and Standards**	4.2.1	Technical Specifications and Drawings: a) the Goods and Related Services supplied under this Contract shall conform to the technical specifications and standards stipulated in Schedule of Supply and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the goods' country of origin. b) the Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser.
		4.2.2	Wherever, references are made in the Contract to codes and standards in accordance with which it shall be executed, the editions or the revised versions of such codes and standards shall be those specified in the Schedule of Supply. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with GCC 8.1.

5 TESTS AND INSPECTIONS

5.1	**Inspection and Audits**	5.1.1	The Supplier shall permit the Purchaser and/or persons appointed by the Purchaser to inspect the Supplier's offices and/or the accounts and records of the Supplier and its Subcontractors relating to the performance of the Contract, and to have such accounts and records audited by auditors appointed by the Purchaser if so, required by the Purchaser. The Supplier's attention is drawn to GCC 1.4, which provides, inter alia, that acts intended materially to impede the exercise of the inspection and audit rights provided for under this GCC 5.1 constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility under ITB Sub-Clause 2.1.c) of the Instructions to Bidders that preceded the placement of the Contract of which these GCCs form a part).
5.2	**Tests and Inspections**	5.2.1	At its own expense and at no cost to the Purchaser, the Supplier shall carry out all such tests and/or inspections of the Goods and Related Services as are specified in the SCC. The purchaser or its representative

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shall have the right to inspect and / or to test the Goods to confirm their conformity to the specifications.

5.2.2 The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the Goods' final destination, or in another place in Bhutan as specified in the SCC. Subject to GCC 5.2.3, if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.

5.2.3 The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC 5.2.2, provided that the Purchaser bears all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all travelling and board and lodging expenses.

5.2.4 Whenever the Supplier is ready to carry out any such test and inspection, it shall give reasonable advance notice, including the place and time, to the Purchaser. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Purchaser or its designated representative to attend the test and/or inspection.

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

5.2.6 The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.

5.2.7 The Purchaser may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Purchaser, and shall repeat the test and/or inspection, at no cost to the Purchaser, upon giving a notice pursuant to GCC 5.2.4.

5.2.8 The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Purchaser or its representative, nor the issue of any report pursuant to GCC 5.2.6 shall release the Supplier from any warranties or other obligations under the Contract.

6 COMMENCEMENT, DELAYS AND SUSPENSIONS

6.1 **Delivery and Documents**

6.1.1 Subject to GCC 8.1, the delivery of the Goods and completion of the Related Services shall be in accordance with the delivery and completion requirements specified in the Schedule of Supply. The

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details of shipping and other documents to be furnished by the Supplier are specified in the SCC.

6.2 **Extension of Time**

6.2.1 If at any time during performance of the Contract the Supplier or its subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services pursuant to GCC 6.1, the Supplier shall promptly notify the Purchaser in writing of the delay, the likely duration, and its cause. As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.

6.2.2 Except in case of Force Majeure, as provided under GCC 12, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC 6.3, unless an extension of time is agreed upon, pursuant to GCC 6.2.

6.3 **Liquidated Damage**

6.3.1 Except as provided for under GCC 12, if the Supplier fails to deliver any or all of the Goods by the date(s) of delivery or fails to perform the Related Services within the period specified in the Contract, the Purchaser may, without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the SCC of the delivered price of the delayed Goods or unperformed Services for each day or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in the SCC. Once the maximum is reached, the Purchaser may terminate the Contract pursuant to GCC 10.

7 WARRANTY

7.1 **Warranty**

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

7.1.2 Subject to GCC 4.2.1.b), the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials and workmanship, under normal use in the conditions prevailing in Bhutan.

7.1.3 Unless otherwise specified in the SCC, the warranty shall remain valid for twelve (12) months or 18 months from the day of supply or from the date of putting the item into use as the case may be.

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

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



8 VARIATION AND ADJUSTMENTS

8.1 Change Orders and Contract Amendments

8.1.1 The Purchaser may at any time order the Supplier through notice in accordance with GCC 1.7 to make changes within the general scope of the Contract in any one or more of the following:

a) drawings, designs or specifications, where Goods to be furnished under the Contract is to be specifically manufactured for the Purchaser;

b) the method of shipment or packing; the place of delivery; and the Related Services to be provided by the Supplier.

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

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

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

8.2 Change in Laws and Regulations

8.2.1 If, after thirty (30) days prior to the date of Bid submission, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated or changed in Bhutan (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery/Completion Schedule and/or the Contract Price, then such Delivery/Completion Schedule and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with GCC 9.1.



9 CONTRACT PRICE AND PAYMENT

9.1 **Contract Price**

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

a) Prices charged by the Supplier for the Goods supplied and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in its Bid, with the exception of any price adjustments authorized in the SCC.

9.2 **Terms of Payment**

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

9.2.2 The Supplier shall submit to the Purchaser, the invoices describing, as appropriate, the Goods delivered and Related Services performed, and by the documents submitted pursuant to GCC 6.1 and upon fulfilment of all the obligations stipulated in the Contract.

9.2.3 Payments shall be made promptly by the Purchaser, no later than thirty (30) days after the submission of verified invoice or request for payment by the Supplier, and the Purchaser has accepted it.

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

9.3 **Taxes and Duties**

9.3.1 For Goods manufactured outside Bhutan, the Supplier shall bear and pay all applicable taxes, stamp duties, license fees and other similar levies imposed outside Bhutan as applicable in line with the Incoterms. Any domestic taxes, duties and any other levies imposed on import of goods in Bhutan, except TDS shall be borne and paid by Purchaser.

9.3.2 For Goods manufactured or supplied by the Suppliers from the Kingdom of Bhutan, the Supplier shall bear all applicable taxes, duties, license fees and other similar levies incurred until delivery of the contracted Goods to the Place of Delivery.

9.3.3 Bidders participating from India and supplying materials and services from within India for bonafide use in the Kingdom of Bhutan shall quote the rates for the items in the Price Schedule exclusive of any effect of Indian Goods and Service Tax (IGST). The IGST on the export of goods and services or both are covered under Zero Rated Supply as per Chapter VII, 16(1) of the INTEGRATED GOODS AND SERVICES TAX ACT, 2017 of India.

9.3.4 At the time of release of payment, Tax Deducted at Source (TDS) from Bhutanese Bidders and International Bidders shall be as specified in the SCC from the gross amount of bills. The Purchaser shall furnish necessary TDS Certificate to the Bidders, issued by the Purchaser.

9.3.5 If any tax exemptions, reductions, allowances or privileges are available to the Supplier in the Kingdom of Bhutan, if applicable, the Purchaser shall use its best endeavors to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.

10 TERMINATION

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10.1 **Terminations**

10.1.1 Termination for Default:

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

i) if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC 6.2; or

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

iii) if the Supplier, in the judgment of the Purchaser has engaged in fraud and corruption, as defined in GCC 1.4, in competing for or in executing the Contract.

b) In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC 10.1.1.a), the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Purchaser for any additional costs for such similar Goods or Related Services. Wherever the Contract is terminated in part, the Supplier shall continue performance of the Contract to the extent not terminated.

10.1.2 Termination for Insolvency:

a) The Purchaser may at any time terminate the Contract by giving notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In such event, termination shall be without compensation to the Supplier, provided that such termination shall not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Purchaser.

10.1.3 Termination for Convenience.

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

b) The Goods that are complete and ready for shipment within thirty (30) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:

i) to have any portion completed and delivered at the Contract terms and prices; and/or

10.1.4 to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier.

11 RISKS AND RESPONSIBILITY



11.1 **Copyright**

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

11.2 **Confidential Information**

11.2.1 The Purchaser and the Supplier shall keep confidential and shall not, without the written consent of the other Party hereto, divulge to any third party any documents, data or other information furnished directly or indirectly by the other Party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Sub-contractors such documents, data and other information as it receives from the Purchaser to the extent required for the Sub-contractor to perform its obligations under the Contract, in which event the Supplier shall be under obligation to have a clause in the contracts with their sub-contractors regarding confidentiality similar to that provided herein.

11.2.2 The Purchaser shall not use such documents, data and other information received from the Supplier for any purposes unrelated to the Contract. Similarly, the Supplier shall not use such documents, data and other information received from the Purchaser for any purpose other than the design, procurement of plant and equipment, construction or such other work and services as are required for the performance of the Contract.

11.2.3 The obligation of a Party under GCC 11.2.1 and 11.2.2 above, however, shall not apply to information that:

a) the Purchaser or the Supplier needs to share with the RGoB;
b) is already in public domain now, or enters the public domain during the execution of the contract through no fault of that Party;
c) can be proven to have been possessed by that Party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other Party; or
d) otherwise lawfully becomes available to that Party from a third party that has no obligation of confidentiality.

11.2.4 The above provisions of GCC 11.2 shall not in any way modify any undertaking of confidentiality given by either of the Parties hereto prior to the date of the Contract in respect of the performance of the Contract or any part thereof.

11.2.5 The provisions of GCC 11.2 shall survive completion or termination, for whatever reason, of the Contract.

11.3 **Patent Indemnity**

11.3.1 The Supplier shall, subject to the Purchaser's compliance with GCC 11.3.2, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or



alleged infringement of any patent, utility model, registered design, trademark, copyright or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:

a) the installation of the Goods by the Supplier or the use of the Goods in Bhutan; and
b) the sale in any country of the products produced by the Facilities.

11.3.2 Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or reasonably to be inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant or materials not supplied by the Supplier, pursuant to the Contract.

11.3.3 If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in GCC 11.3.1, the Purchaser shall promptly give the Supplier notice thereof, and the Supplier may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claims.

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

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

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

11.4 **Limitation of Liability**

11.4.1 Except in cases of gross negligence or willful misconduct:

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

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12 FORCE MAJEURE

12.1 **Force Majeure**

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

12.1.2 For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to war, civil insurrection, fire, floods, epidemics, earthquakes, quarantine restrictions and freight embargoes.

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

13 TRANSPORTATION

13.1 **Transportation**

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

13.2 **Packing and Documents**

13.2.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case sizes and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.

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

14 INSURANCE

14.1 **Insurance**

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

15 DISPUTES AND ARBITRATION

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15.1 **Settlement of Dispute**

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

15.1.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute. No arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract. Arbitration proceedings shall be conducted in accordance with the rules of procedure specified in the below and method of proceedings shall be as specified in SCC.

a) Contract with an International Supplier:
   i) Any dispute, controversy or claim arising out of or relating to this Contract, or breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the UNCITRAL Arbitration Rules as at present in force; Or
   ii) All disputes arising in connection with the present Contract shall be finally settled under the Rules of Conciliation and Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules; Or
   iii) Any dispute, controversy or claim arising out of or in connection with this Contract, or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the Rules of the Arbitration Institute of the Stockholm Chamber of Commerce.

b) Contract with a Bhutanese Supplier:
   i) 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 Alternative Dispute Resolution Act of Bhutan 2013.

15.1.3 Notwithstanding any reference to arbitration herein,

a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
b) the Purchaser shall pay the Supplier any monies payable to the Supplier.

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SECTION V: SPECIAL CONDITIONS OF CONTRACT (SCC)

The following Special Conditions of Contract (SCC) shall supplement and/or amend the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the (GCC)	
Reference to the GCC is made as under:	
1.1.18	Final Destination(s) is: **DGPC Corporate office, Thimphu**
1.1.19	The Purchaser is: **Department of Surface Transport (DoST), Ministry of Infrastructure and Transport (MoIT) represented by DGPC**
1.3.5 (a)	The meaning of the trade terms shall be as prescribed by Incoterms. If the meaning of any trade term and the rights and obligations of the parties there under shall not be as prescribed by Incoterms, they shall be as prescribed by: **[Incoterm 2025]**
1.3.5(b)	The term DAP-and other similar terms shall be as per the version of Incoterms 2025
1.5.1	The language shall be **"English"**
1.7.1	For notices, the addresses shall be: For the Purchaser: Pema Ugyen Druk Green Consultancy Projects and Contract Department Druk Green Power Corporation Limited 1168 Serbi Lam Southeast Thimphu-11001: Bhutan Email: pema.ugyen@drukgreen.bt
3.2.1	The amount of the Performance Security shall be: **10% of the contract value**
3.2.3	The types of acceptable Performance Securities and validity are: (**a) Performance security:** *Unconditional bank guarantee issued by a reputable financial institution acceptable to any banks in Bhutan, in the form provided for in the Contract or in any other form acceptable to the purchaser:* *(ii) Cash warrant, or* *(iii) Demand Draft or (as applicable)* **) Validity of performance security:** The Performance Security shall be valid thirty (30) days beyond the successful completion of the Supplier's performance obligations under the Contract, including the completion of the warranty period under the Contract and for any extension thereto. It shall serve as a guarantee that the Supplier will perform his contractual obligations under the Contract till the warranty period.
3.3.1	Subcontracting shall be '**Not permitted'**
5.2.1	The inspections and tests shall be: In case of any anomalies during test/ check, decision made by the end-user shall be final and binding.
5.2.2	Inspections and tests shall be conducted at: **Final Place of delivery**

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6.1.1	The time for Delivery shall be **100 days** from date of notification of award. Details of Shipping and other Documents to be furnished by the Supplier are: Invoice & Challan, etc **(Signed with Company Seal).**
6.3.1	The applicable rate for liquidated damages for delay shall be **0.30%** per day of delay with a maximum of **10% (ten) percent** of the total value of the delayed goods or unperformed services.
7.1.3	The period of validity of the Warranty shall be: 12 months from the date of delivery and acceptance of the Goods at the final destination or the manufacturer's warranty period, whichever is longer.
7.1.4 & 7.1.5	The period for repair or replacement shall be: **30 days** from the date of issuance of notification.
9.1.1 a)	The prices charged for the Goods supplied and the related Services performed *"***shall not,"** be adjustable.
9.2.1	Terms of payment: DGPC will make **100% payment** within thirty (30) days from the date receipt and acceptance of Goods by DGPC and submission of complete and compliant invoices and documents in accordance with 9.2.2. In case of incomplete/ non-compliant invoices and documents, DGPC shall notify the Supplier to re-submit the required documents. The thirty (30)-day payment period shall commence only upon receipt of the complete and compliant invoices and supporting documents, provided that the Goods have been duly received and accepted by DGPC.
9.3.4	Tax Deducted at Source (TDS) from Bhutanese Bidders shall be **"2%"** from the gross amount of bills.
13.1.1	Responsibility for transportation of the Goods shall be as specified in the Incoterms.
13.2.2	The packing, marking and documentation within and outside the packages shall be as per GCC 13.2.
14.1.1	The insurance coverage shall be arranged by the supplier.
15.1.2	Contract with a Bhutanese Supplier: The Parties will endeavour to resolve by mutual negotiation any dispute, differences, controversy or claims arising out of or in relation to this Contract, including the scope, validity, existence and the interpretation hereof, the activities performed hereunder, or for the breach hereof, arising between them in connection with this Contract. If the parties fail to resolve such a dispute or difference by mutual consultation within 30 days from commencement of such consultation, either part may require that the dispute be referred to the Arbitration and finally settled under the Rules of Arbitration of Alternative Dispute Resolution Act 2013, with proceeding administrated by Bhutan Alternative Dispute Resolution Centre (BADRC).

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SECTION VI: CONTRACT FORMS



Form I: Contract Agreement

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

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

BETWEEN

----------*[insert complete name of Purchaser]*, a Purchaser registered under the …… *the laws of Bhutan* and having its principal place of business at *[insert address of Purchaser]* (hereinafter called "The Purchaser"), *and*

--------*[insert name of Supplier]*, incorporated under the laws of *[insert country of Supplier]* and having its principal place of business at *[insert address of Supplier]* (hereinafter called "the Supplier").

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2. The following documents shall constitute the Contract between the Purchaser and the Supplier, and each shall be read and construed as an integral part of the Contract, viz.:

   (a) This Contract Agreement;
   (b) Performance Security;
   (c) Integrity Pact;
   (d) The Purchaser's Notification of Award of Contract;
   (e) Minutes of Contract Negotiation Meeting (if any);
   (f) The Special Conditions of Contract;
   (g) The General Conditions of Contract;
   (h) Technical Requirements (including Schedule of Supply and Technical Specifications.)
   (i) The Supplier's Bid and original Price Schedules;
   (h) *[Insert here any other document(s) forming part of the Contract]*

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

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

5. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Related Services and the remedying of defects therein, the Contract Price or such other sum as



may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

For and on behalf of the Purchaser

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

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

For and on behalf of the Supplier

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

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



Form II: Contract Performance Security

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

Date: [*insert date (as day, month, and year) of Bid submission*]
Tender No. …….. [*insert tender number*]
Name of the Tender: …… [*insert name of the tender*]

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

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

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

At the request of the Supplier, we hereby irrevocably undertake to pay you any sum(s) not exceeding *[insert amount(s)*[1] *in figures and in words]* upon receipt by us of your first demand in writing declaring the Supplier to be in default under the Contract, without cavil or argument, or you needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This Guarantee shall expire no later than the *[insert* day/ *month/ year]*,[2] and any demand for payment under it must be received by us at this office on or before that date. We agree to a one-time extension of this Guarantee for a period not to exceed *[six months]/[one year]*, in response to the Purchaser's written request for such extension, such request to be presented to us before the expiry of the Guarantee.

[signatures of authorized representatives of the bank and the Supplier]

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1 *The Bank shall insert the amount(s) specified in the SCC and denominated, as specified in the SCC, either in the currency(ies) of the Contract or a freely convertible currency acceptable to the Purchaser.*

2 *Date established in accordance with Clause 16.4 of the General Conditions of Contract ("GCC"). The Purchaser should note that in the event of an extension of the time to perform the Contract, the Purchaser would need to request an extension of this Guarantee from the Bank. Such request must be in writing and must be made prior to the expiration date established in the Guarantee.*



Form III: Bank Guarantee for Advance Payment (Not Applicable)

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

Date: …… *[insert date (as day, month, and year) of Bid submission]*
Tender No. …… *[insert tender number]*
Name of the Tender: ……..…… *[insert name of the tender].*
Bank's Branch or Office…… *[insert complete name of Guarantor]*

Beneficiary: …… *[insert Name and address of the Purchaser]*

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

At the request of the Supplier, we hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[insert amount(s)*[1] *in figures and words]* upon receipt by us of your first demand in writing declaring that the Supplier is in breach of its obligation under the Contract because the Supplier used the advance payment for purposes other than toward delivery of the Goods.

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

This Guarantee shall remain valid and in full effect from the date of the advance payment received by the Supplier under the Contract until *[insert date*[2]*]*. We agree to a one-time extension of this Guarantee for a period not to exceed *[six months]/[one year]*, in response to the Purchaser's written request for such extension, such request to be presented to us before the expiry of the Guarantee.

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

1 *The bank shall insert the amount(s) specified and denominated in the Notification of Award,*

2 *Insert the Delivery date stipulated in the Contract Delivery Schedule. the Purchaser should note that in the event of an extension of the time to perform the Contract, the Purchaser would need to request an extension of this Guarantee from the bank. Such request must be in writing and must be made prior to the expiration date established in the Guarantee.*

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Letter of Acceptance of the World Bank's Anticorruption Guidelines and Sanctions Framework[8]

Date: _____

Contract #_____

Contract Description:_____

_____

To: _____

We, along with our sub-contractors, sub-consultants, service providers, suppliers, agents (whether declared or not) consultants and personnel, acknowledge and agree to abide by the World Bank's policy regarding Fraud and Corruption (corrupt, fraudulent, collusive, coercive, and obstructive practices), as set out and defined in the World Bank's Anti-Corruption Guidelines[9] in connection with the procurement and execution of the contract described above ("the Contract"), including any amendments thereto.

We declare and warrant that we, along our sub-contractors, sub-consultants, service providers, suppliers, agents (whether declared or not), consultants and personnel, are not subject to, and are not controlled by any entity or individual that is subject to, a temporary suspension, early temporary suspension, or debarment imposed by a member of the World Bank Group, including, inter alia, a cross-debarment imposed by the World Bank Group as agreed with other international financial institutions (including multilateral development banks), or through the application of a World Bank Group finding of non-responsibility on the basis of Fraud and Corruption in connection with World Bank Group corporate procurement.

We confirm our understanding of the consequences of not complying with the World Bank's Anti-Corruption Guidelines, which may include sanctions, pursuant to the Bank's Anti-Corruption Guidelines and in accordance with its prevailing sanctions policies and procedures as set forth in the Bank's Sanctions Framework. This may include a public declaration of ineligibility, either indefinitely or for a stated period of time, (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner;[10]

[8] [Drafting note: This document shall be signed by the contractor/consultant/supplier and maintained by the Borrower in the project files.

[9] *Guidelines on Preventing and Combating Fraud and Corruption in Projects Financed by International Bank for Reconstruction and Development Loans and the International Development Agency Credits and Grants*, dated October 15, 2006, and revised in January 2011 and July 2016, as they may be revised from time to time.

[10] For the avoidance of doubt, a sanctioned party's ineligibility to be awarded a contract shall include, without limitation, (i) applying for pre-qualification or initial selection), expressing interest in a consultancy, and bidding, either directly or as a nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider, in respect of such contract, and (ii) entering into an addendum or amendment introducing a material modification to any existing contract.



(ii) to be a nominated[11] sub-contractor, sub-consultant, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) to receive the proceeds of any loan made by the Bank or otherwise to participate further in the preparation or implementation of any Bank-financed project.

We understand that we may be declared ineligible as set out above upon:

e. completion of World Bank Group sanctions proceedings according to its prevailing sanctions procedures;

f. cross-debarment as agreed with other international financial institutions (including multilateral development banks);

g. the application of a World Bank Group finding of non-responsibility on the basis of Fraud and Corruption in connection with World Bank Group corporate procurement; or

h. temporary suspension or early temporary suspension in connection with an ongoing World Bank Group sanctions proceeding.]

We shall permit, and shall cause our sub-contractors, sub-consultants, agents (whether declared or not), personnel, consultants, service providers or suppliers, to permit the Bank to inspect[12] all accounts, records, and other documents relating to the procurement process and/or Contract execution , and to have them audited by auditors appointed by the Bank.

We agree to preserve all accounts, records, and other documents (whether in hard copy or electronic format) related to the procurement and execution of the Contract.

Name of the Contractor:_____

Name of the person duly authorized to sign the Contract: _____

[11]A nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider (different names are used depending on the bidding document) is one which has been: (i) included by the bidder in its pre-qualification or initial selection application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

[12]Inspections in this context are usually investigative (i.e., forensic) in nature: they involve fact-finding activities undertaken by the Bank or persons appointed by the Bank to address specific matters related to investigations/audits, such as evaluating the veracity of an allegation of possible Fraud and Corruption, through the appropriate mechanisms. Such activity includes but is not limited to accessing and examining a firm's or individual's financial records and information, and making copies thereof as relevant; accessing and examining any other documents, data, and information (whether in hard copy or electronic format) deemed relevant for the investigation/audit, and making copies thereof as relevant; interviewing staff and other relevant individuals; performing physical inspections and site visits; and obtaining third-party verification of information.

