

# STANDARD BIDDING DOCUMENT

## Procurement of Goods

(Above Nu. 0.500 million)



Royal Government of Bhutan  
Ministry of Finance  
2023



## **PREFACE**

One of the principal mandates and powers of the Ministry of Finance, as provided under section 104 (i) of the Public Finance (amendment) Act of Bhutan 2012 is to issue rules, manuals, directives, instructions or notifications ensuring an equitable, transparent, competitive and cost-effective procurement system in the country for which this Standard Bidding Document (SBD) for the Procurement of Goods (Above Nu. 0.500 Million) 2023 is drafted as an implementing document of Procurement Rules and Regulation 2023.

This SBD is the revision of Standard Bidding Document for the Procurement of Goods (Above Nu. 0.500 Million) 2019 with the inclusion of provisions amended vide various notifications and fiscal measures proven to be effective in achieving basic principles of public procurement.

Ministry of Finance in the exercise of the power conferred by the section 104 (i) of the Public Finance (amendment) Act of Bhutan 2012 hereby adopts SBD for the Procurement of Goods (Above Nu. 0.500 Million) 2023 vide 141<sup>st</sup> Policy and Planning Coordination Meeting on 20th February, 2023 which shall come into effect from 1st July 2023.

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

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

**Invitation for Bids (IFB)**  
**Bhutan**  
**Supplying, Installation, Testing and Commissioning of Broadcast automation and playout**  
**System**

*BBSC/Adm-7/Production automation/2024/1990*

1. The *Bhutan Broadcasting Service Corporation limited* now invites sealed Bids from eligible and qualified Bidders for **Supplying, Installation, Testing and Commissioning of Production automation and playout System**
2. Bidding will be conducted through the International / National [*both*] Competitive Bidding procedures specified in the RGoB Procurement Rules and Regulations, and is open to all Bidders from Countries as defined in Section V of the Bidding Documents.
3. Interested eligible Bidders may obtain further information from the Procurement *Officer* and inspect the Bidding Documents at the address given below from 13th December 2024 during office hours (9:00am to 5:00pm, BST).
4. Qualification requirements include: As specified in the tender document.
5. A complete set of Bidding Documents in *English* may be purchased by interested Bidders upon payment of a non refundable fee of **Nu.2000/-only or in equivalent foreign currency**. The method of payment will be *either in cash or direct deposit to the specified account number; (100891832) (Bank of Bhutan)*. **For direct deposit, a transaction receipt must be submitted for verification and issuance of BBSCL cash receipt**. The Bidding Documents may be downloaded free of cost from the procuring agency's website <https://www.bbs.bt/> for reference.
6. Bids must be delivered to the address below at or before 14th January 2025 at 10:30am BST. Electronic bidding *shall not* be permitted. Late Bids will be rejected. Bids will be opened physically in the presence of the Bidders' representatives who choose to attend in person at address below at 14th January 2025 at 11:00am BST.
7. All Bids shall be accompanied by a Bid Security of 2% (Two Percent) of the Bid price in the form of unconditional bank guarantee/Banker's Cheque/Cash Warrant/Demand Draft issued by a reputed financial Institution in Bhutan acceptable to the procuring agency. If the institution issuing those instruments is located outside Bhutan, it shall have a correspondent financial institution located in Bhutan to make the financial instrument enforceable.
8. The address(es) referred to above is (are):  
*Address: Procurement Officer*  
*Bhutan Broadcasting Service Corporation Limited, Head Office*  
*Chubachu, Thimphu, Bhutan*  
*Landline number: +975-2-322600*  
*Post Box No: 101*

# **Bidding Documents for**

## **Supplying, Installation, Testing and Commissioning of Production automation and Playout System**

# STANDARD BIDDING DOCUMENTS

## TABLE OF CONTENTS

PART 1- Bidding Procedures	
Section I. Instructions to Bidders.....	7
Section II. Bid Data Sheet.....	35
Section III. Evaluation and Qualification Criteria.....	40
Section IV. Bidding Forms.....	44
Section V. Eligible Countries.....	59
PART 2- Supply Requirements	
Section VI: Schedule of Supply.....	61
PART 3- Contract	
Section VII. General Conditions of Contract.....	60
Section VIII. Special Conditions of Contract.....	88
Section IX. Contract Forms.....	94

**PART1**  
**BIDDING PROCEDURES**

**SECTION I: INSTRUCTION TO BIDDERS**

**TABLE OF CLAUSES**

A. GENERAL..... 9

1. 9

2. 9

3. 11

4. 12

5. 13

B. CONTENTS OF BIDDING DOCUMENTS ..... 13

6. 13

7. 13

8. 14

9. 14

C. QUALIFICATION CRITERIA ..... 14

10. 14

11. 14

D. PREPARATION OF BIDS..... 15

12. 15

13. 15

14. 15

15. 16

16. 16

17. 16

18. 16

19. 18

20. 18

21. 19

22. 19

23. 19

24. 20

25. 21

26. 21

27. 21

E. SUBMISSION AND OPENING OF BIDS ..... 22

28. 22

29. 22

30. 23

31.	23	
32.	24	
F. EVALUATION AND COMPARISON OF BIDS .....		26
33.	26	
34.	26	
35.	26	
36.	27	
37.	28	
38.	28	
39.	28	
40.	28	
41.	29	
42.	30	
43.	30	
44.	30	
45.	31	
G. AWARD OF CONTRACT .....		31
46.	31	
47.	31	
48.	32	
49.	32	
50.	33	
51.	33	

## **INSTRUCTION TO BIDDERS**

### **A. GENERAL**



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

- 1.1. The Procuring agency, 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 VI, Schedule of Supply. The name, identification number, and number of lots within this procurement are provided in the BDS.
- 1.2. Throughout these Bidding Documents:
  - (a) the term “in writing” means communicated in written form (e.g.; by mail, electronic mail, fax, telex) with proof of receipt;
  - (b) if the context so requires, “singular” means plural” and vice versa; and
  - (c) “day” means calendar day.
- 1.3. The Procuring agency as defined in section II, Bidding Data Sheet (BDS) has received a budget from RGoB towards the cost of the Goods defined in the BDS and intends to apply a part of the funds to cover eligible payments under this contract.

## **2. Fraud and Corruption**

- 2.1. It is RGoB policy to require that Procuring agencies, Bidders, Suppliers, Contractors and their Subcontractors observe the highest standards of ethics during the procurement and execution of contracts in pursuance of this policy, the RGoB:
  - (a) defines, for the purposes of this provision, the terms set forth below as follows:
    - (i) “Corrupt practice”<sup>2</sup> is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value<sup>3</sup> to influence improperly the actions of another party;
    - (ii) “Fraudulent practice”<sup>4</sup> 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;

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<sup>2</sup> In this context, any action taken by a Bidder, Supplier, Contractor or a Sub-contractor to influence the procurement process or contract execution for undue advantage is improper.

<sup>3</sup> “another party” refers to a public official acting in relation to the procurement process or contract execution. In this context, “public official” includes staff and employees of any organizations (including any institutions providing finance for the Goods) taking or reviewing procurement decisions.

<sup>4</sup> “anything of value” includes, but is not limited to, any gift, loan, fee, commission, valuable security or other asset or interest in an asset; any office, employment or contract; any payment, discharge or liquidation of any loan, obligation or other liability whatsoever, whether in whole or in part; any other services, favour or advantage, including protection from any penalty or disability incurred or apprehended or from any action or proceeding of a disciplinary or penal nature, whether or not already instituted and including the exercise or the forbearance from the exercise of any right or any official power or duty.

(iii) “Coercive practice”<sup>5</sup> 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<sup>6</sup>;

(iv) “Obstructive practice” is

- (a) 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, 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
- (b) acts intended materially to impede the exercise of the inspection and audit rights of the Procuring agency or any organization or person appointed by the Procuring agency and/or any relevant RGoB agency provided for under ITB Sub-Clause 2.1(d) below.
- (c) 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;
- (d) will sanction a firm or individual, including declaring them ineligible, either indefinitely or for a stated period of time, to be awarded an RGoB-financed 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, an RGoB-financed contract;
- (e) will have the right to require that a provision be included in Bidding Documents and in contracts financed by the RGoB, requiring Bidders, Suppliers, Contractors and their Subcontractors to permit the Procuring agency, any organization or person appointed by the Procuring agency and/or any relevant RGoB agency 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 Procuring agency;
- (f) 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 IV, Bidding Forms as specified in the BDS. Failure to provide a duly executed Integrity Pact Statement may result in disqualification of the Bid; and

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<sup>5</sup> “parties” refers to participants in the procurement process (including public officials) and an “improper purpose” includes attempting to establish bid prices at artificial, non-competitive levels.

<sup>6</sup> “a party” refers to a participant in the procurement process or contract execution.

- (g) 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 Sub- Clause 36.1 (a) (iii) of the General Conditions of Contract.

### **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 Section V, Eligible Countries and any specific category of trade license if so specified in the BDS. A Bidder shall be deemed to have the nationality of a country if the Bidder is a citizen or is constituted, incorporated, or registered and operates in conformity with the provisions of the laws of that country. This criterion shall also apply to the determination of the nationality of proposed subcontractors or suppliers for any part of the Contract including Related Services.

- 3.2. A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. Bidders may be considered to have a conflict of interest with one or more parties in this bidding process if they:
- (a) are associated, or have been associated in the past, with a firm or any of its affiliates which has been engaged by the Procuring agency to provide consulting services for the preparation of the design, specifications and/or other documents to be used for the procurement of the Goods to be purchased pursuant to these Bidding Documents;
  - (b) submit more than one Bid in this bidding process, except for alternative offers permitted under ITB Clause 17. However, this does not limit the participation of subcontractors in more than one Bid;
  - (c) employ or otherwise engage, either directly or through any of their affiliates, a spouse, dependent or close relative of a public servant of the RGoB who either is employed by the Procuring agency or has an authority over it. For the purposes of this Sub-Clause a close relative is defined as immediate family which includes father, mother, brother, sister, spouse and own children;
  - (d) they have at least one controlling partner in common; or
  - (e) they receive or have received any direct or indirect subsidy from either party;
  - (f) they have the same authorized legal representative for purposes of this Bid;
  - (g) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Procuring agency regarding this bidding process;

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

#### **4. Exclusion 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
    - (i) any import of Goods or contracting of Services from the country in which the Bidder is constituted, incorporated or registered or
    - (ii) any payments to persons or entities in that country; or
  - (c) he is in solvent or is in receivership or is a bankrupt or is in the process of being wound up; or has entered into an arrangement with creditors; or
  - (d) his business affairs are being ministered by a court, judicial officer or appointed liquidator; or
  - (e) he has suspended business or is in any analogous situation arising from similar procedures under the laws and regulations of his country of establishment; or
  - (f) he has been found guilty of professional misconduct by a recognized tribunal or professional body; or
  - (g) he has not fulfilled his obligations with regard to the payment of taxes, social security or other payments due in accordance with the laws of the country in which he is established or of the Kingdom of Bhutan; or
  - (h) he is guilty of serious misrepresentation in supplying information in his tender; or
  - (i) he has been convicted for fraud and/or corruption by a competent authority; or
  - (j) he has not fulfilled any of his contractual obligations with the Procuring agency in the past.

- (k) He has been debarred from participation in public procurement by any competent authority as per law.
- (l) Any other predetermined circumstances as deemed necessary by the procuring agency.

## **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 with Section V, Eligible Countries and if so required shall comply with requirements specified in the BDS.
- 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, installation, commissioning, training, and initial maintenance.
- 5.3. The term “origin” means the country where the Goods have been mined, grown, cultivated, produced, manufactured or processed; or, through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.

## **B. CONTENTS OF BIDDING DOCUMENTS**

### **6. Parts of Bidding Documents**

- 6.1. The Bidding Documents consist of Parts 1, 2 and 3, which include all the Sections indicated below, and should be read in conjunction with any Addenda issued in accordance with ITB Clause 9.

#### **PART 1 Bidding Procedures**

- Section I. Instructions to Bidders (ITB)
- Section II. Bid Data Sheet (BDS)
- Section III. Evaluation and Qualification Criteria
- Section IV. Bidding Forms
- Section V. Eligible Countries

#### **PART 2 Supply Requirements**

- Section VI. Schedule of Supply

#### **PART 3 Contract**

- Section VII. General Conditions of Contract (GCC)
- Section VIII. Special Conditions of Contract (SCC)
- Section IX. Contract Forms

### **7. General Information**

- 7.1. The Invitation for Bids issued by the Procuring agency is not part of the Bidding Documents.

7.2. The Procuring agency is not responsible for the completeness of the Bidding Documents and their addenda, if any, if these were not obtained directly from the Procuring agency.

7.3. The Bidder is expected to examine all instructions, forms, terms and specifications in the Bidding Documents. Failure to furnish all information or documentation required by the Bidding Documents may result in the rejection of the Bid.

## **8. Clarification of 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 Procuring agency in writing at the Procuring agency's address specified in the BDS;

8.3. The Procuring agency shall respond in writing to any such request for clarification, provided that it is received no later than eleven (11) days for Open Tendering method and three (3) days for Limited Tendering method prior to the deadline for submission of Bids. Copies of the Procuring agency's response shall be forwarded to all those who have acquired the Bidding Documents directly from the Procuring agency, including a description of the enquiry without disclosing the name of the Bidder(s) seeking clarification. Should the Procuring agency 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 29.2; and

8.4. A pre-bid meeting shall be conducted only if necessary to clarify doubts and concerns of the Bidders prior to submission of Bids. However, for procurement of value above twenty (20) million, pre-bid meeting is mandatory. Minutes of the pre-bid meeting shall be circulated to all Bidders that have purchased Bidding Documents.

## **9. Amendment of Bidding Documents**

9.1. At any time prior to the deadline for submission of Bids the Procuring agency may amend the Bidding Documents by issuing an addendum. This may be done either on the Procuring agency'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 communicated in writing to all who have obtained the Bidding Documents directly from the Procuring agency. Such addendum shall be binding on the prospective Bidders, and shall require that prospective Bidders confirm receipt of it before the time established for the opening of Bids;

9.3. The Procuring agency may, at its discretion, extend the deadline for submission of Bids pursuant to ITB Sub-Clause 29.2 to allow prospective Bidders reasonable time in which to take the addendum into account in preparation of their Bids.

## **C. QUALIFICATION CRITERIA**

### **10. Financial Capacity**

10.1. 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.

### **11. Experience and technical capacity**



- 11.1. The bidder shall have the following 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 services if so specified in the BDS; and
  - (c) minimum production capacity or availability of the equipment if so specified in the BDS.

**D. PREPARATION OF BIDS**

**12. Cost of Bidding**

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

**13. Language of Bid**

- 13.1. The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Procuring agency, shall be written in the language specified in the BDS. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the BDS, in which case, for the purposes of interpretation of the Bid, such translation shall govern.

**14. Documents Comprising the Bid**

- 14.1. The Bid shall comprise the following:
- (a) Bid Submission Sheet and the applicable Price Schedules in accordance with ITB Clauses 15, 16, 18 and 20;
  - (b) Bid Security, in accordance with ITB Clause 26;
  - (c) Written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB Clause 27;
  - (d) Documentary evidence in accordance with ITB Clause 21 establishing the Bidder's eligibility to bid;
  - (e) Documentary evidence in accordance with ITB Clause 22 that the Goods and Related Services to be supplied by the Bidder are of eligible origin;

- (f) Documentary evidence in accordance with ITB Clauses 23 and 35 that the Goods and Related Services conform to the Bidding Documents;
- (g) Documentary evidence in accordance with ITB Clause 24 establishing the Bidder's qualifications to perform the contract if its Bid is accepted;
- (h) Alternative Bids, if permissible, in accordance with ITB Clause 17;
- (i) Documentary evidence or certified statements that the Bidder is not in any of the exclusion categories stipulated in ITB Sub- Clause 4.1;
- (j) Integrity Pact Statement, in accordance with ITB Sub-Clause 2.1 (e) as specified in BDS; and
- (k) Any other document required in the BDS.

14.2. In addition to the requirements under ITB14.1, Bids submitted by a JV shall include a copy of the Joint Venture Agreement entered into by all members. Alternatively, a letter of intent to execute a Joint Venture Agreement in the event of a successful Bid shall be signed by all members and submitted with the Bid, together with a copy of the proposed Agreement.

#### **15. Bid Submission Sheet**

15.1. The Bidder shall submit the Bid Submission Sheet using the form furnished in Section IV, Bidding Forms. This form must be completed without any alterations to its format, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.

#### **16. Price Schedules**

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

#### **17. Alternative Bids**

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

#### **18. Bid Prices and Discounts**

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

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

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

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

- 18.5. The terms EXW, CIF, CIP and other similar terms shall be governed by the rules prescribed in the current edition of Incoterms, published by the International Chamber of Commerce as specified in the BDS.
- 18.6. Unless otherwise stated in the BDS, Prices shall be quoted inclusive of all applicable taxes and levies, insurance, transportation, handling costs and any other associated cost to fulfill the contractual obligations, as specified in the Price Schedule forms for Goods and related services included in Section IV Bidding Forms. However, to avail margin of preference, prices shall be quoted as specified in the Price Schedule for Goods Manufactured in Bhutan in section IV Bidding Forms. The disaggregation of price components shall be solely for the purpose of facilitating the comparison of Bids by the Procuring agency. This shall not in any way limit the Procuring agency's right to contract on any of the terms offered. In quoting prices, the Bidder shall be free to use transportation through carriers registered in any eligible country, in accordance with Section V, Eligible Countries. Similarly, the Bidder may obtain insurance services from any eligible country in accordance with Section V, Eligible Countries. Prices shall be entered in the following manner:
- (a) For goods manufactured in Bhutan:
    - (i) the price of the Goods quoted EXW (ex works, ex factory, ex warehouse, ex showroom, or off-the-shelf, as applicable), including all Customs duties and sales and other taxes already paid or payable on the components and raw material used in the manufacture or assembly of the Goods;
    - (ii) any Bhutan sales and other taxes which will be payable on the Goods if the contract is awarded to the Bidder; and
    - (iii) the price for inland transportation, insurance and other local services required to deliver the Goods to their final destination (Project Site) specified in the BDS.
  - (b) For Goods manufactured outside the Procuring agency's Country, to be imported:
    - (i) the price of the Goods, quoted CIP named place of destination, in the Procuring agency's Country, as specified in the BDS;
    - (ii) the price for inland transportation, insurance, and other local services required to convey the Goods from the named place of destination to their final destination (Project Site) specified in the BDS;
  - (c) For Goods manufactured outside the Procuring agency's Country, already imported:
    - i) the price of the Goods, including the original import value of the Goods; plus any mark-up (or rebate); plus any other related local cost, and custom duties and other import taxes already paid or to be paid on the Goods already imported;

- ii) the custom duties and other import taxes already paid (need to be supported with documentary evidence) or to be paid on the Goods already imported;
  - iii) the price of the Goods, obtained as the difference between (i) and (ii) above;
  - iv) any Procuring agency's Country sales and other taxes which will be payable on the Goods if the Contract is awarded to the Bidder; and
  - v) the price for inland transportation, insurance, and other local services required to convey the Goods from the named place of destination to their final destination (Project Site) specified in the BDS.
- (d) For Related Services, other than in land transportation and other services required to convey the Goods to their final destination, whenever such Related Services are specified in the Schedule of Supply, the price of each item comprising the Related Services (inclusive of any applicable taxes).

18.7. If so indicated in ITB Sub-Clause 1.1, Bids are being invited for individual items, lots or packages. Unless otherwise indicated in the BDS, prices quoted shall correspond to one hundred percent (100%) of the items specified for each lot and to one hundred percent (100%) of the quantities for each item of a lot. Bidders wishing to offer any price reduction (discount) for the award of more than one Contract shall specify in their Bid the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Price reductions or discounts shall be submitted in accordance with ITB Sub-Clause 18.4, provided the Bids for all lots are submitted and opened at the same time.

## **19. Price Variation**

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

## **20. Currencies of Bid**

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

20.2. The rates of exchange to be used in arriving at the local currency equivalent shall be the selling rates for similar transactions established by RMA on the day of bid opening. These exchange rates shall apply for all payments so that no exchange risk shall be borne by the Bidder.

20.3. Bids shall be evaluated as quoted in Ngultrum (Nu.) in accordance with ITB Sub-Clause 20.1, unless a Bidder has used different exchange rates than those prescribed in ITB Sub-

Clause 20.2, in which case the Bid shall be first converted into the amounts payable in different currencies using the rates quoted in the Bid and then reconverted to Ngultrum (Nu.) using the exchange rates prescribed in ITB Sub-Clause 20.2.

- 20.4. Bidders shall indicate details of their expected foreign currency requirements in the Bid.
- 20.5. Bidders may be required by the Procuring Agency to clarify their foreign currency requirements and to substantiate that the amounts included in the rates and prices, if required in the BDS, are reasonable and responsive to ITB Sub- Clause 20.1.
- 20.6. In case of International Procurement from countries other than India, the procuring agency may invite bids in convertible currencies. The bids shall however, be evaluated in accordance with Sub-Clause 20.3, but the payment shall be made in the currency of the bid.

**21. Documents Establishing the Eligibility of the Bidder**

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

**22. Documents Establishing the Eligibility of the Goods and Related Services**

- 22.1. To establish the eligibility of the Goods and Related Services in accordance with ITB Clause 5, Bidders shall complete the country of origin declarations in the Price Schedule Forms included in Section IV, Bidding Forms.

**23. Documents Establishing the Conformity of the Goods and Related Services**

- 23.1. To establish the conformity of the Goods and Related Services to the Bidding Documents, the Bidder shall furnish as part of its Bid documentary evidence that the Goods conform to the technical specifications and standards specified in Section VI, Schedule of Supply.
- 23.2. 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.

- 23.3. The Bidder shall also furnish a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods during the period specified in the BDS following commencement of the use of the Goods by the Procuring agency.
- 23.4. Standards for workmanship, process, material and equipment, as well as references to brand names or catalogue numbers specified by the Procuring agency in the Schedule of Supply, are intended to be descriptive only and not restrictive. The Bidder may offer other standards of quality, brand names and/or catalogue numbers, provided that it demonstrates to the Procuring agency's satisfaction that the substitutions ensure equivalence or are superior to those specified in the Schedule of Supply.

#### **24. Documents Establishing the Qualifications of the Bidder**

- 24.1. The documentary evidence of the Bidder's qualifications to perform the contract if its Bid is accepted shall establish to the Procuring agency's satisfaction:
- (a) that, if required by the BDS, a Bidder that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer's Authorization using the form included in Section IV, Bidding Forms to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in Bhutan;
  - (b) that, if required in the BDS, in the case of a Bidder not doing business within Bhutan, the Bidder is or will be (if awarded the Contract) represented by an agent in Bhutan equipped and able to carry out the Supplier's maintenance, repair and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications;
  - (c) that Bids submitted by a Joint Venture, Consortium or Association (JV/C/A) of two or more firms as partners comply with the following requirements:
    - (i) the Bid is signed so as to be legally binding on all partners;
    - (ii) all partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms;
    - (iii) one of the partners is nominated as being in charge, authorized to incur liabilities, and to receive instructions for and on behalf of any and all partners of the JV/C/A;
    - (iv) the execution of the entire Contract, including payment, shall be done exclusively with the partner in charge; and
    - (v) a copy of the JV/C/A Agreement entered into by the partners is submitted with the Bid; or a Letter of Intent to execute a JV/C/A Agreement in the event of a successful Bid is signed by all partners and submitted with the Bid, together with a copy of the proposed Agreement.
  - (d) that the Bidder meets each of the qualification criteria specified in Section III, Evaluation and Qualification Criteria.



## **25. Period of Validity of Bids**

- 25.1. Bids shall remain valid for the period specified in the BDS from the Bid submission deadline prescribed by the Procuring agency. A Bid valid for a shorter period shall be rejected by the Procuring agency as non-responsive.
- 25.2. In exceptional circumstances, prior to expiry of the Bid validity period, the Procuring agency 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 25.3
- 25.3. In the case of fixed price contracts, if the award is delayed by a period exceeding sixty (60) days beyond the expiry of the initial Bid validity, the Contract price shall be adjusted as specified in the request for extension. Bid evaluation shall be based on the Bid Price without taking into consideration the above correction.

## **26. Bid Security**

- 26.1 In lieu of a Bid Security, the Procuring Agency may instruct bidders to sign a Bid Securing Declaration in the form provided in the bidding documents accepting that they will be required to pay bid security amount specified in the Bidding Document within five (5) days if;
  - (a) they withdraw or modify their Bids during the period of validity;
  - (b) a bidder fails to accept the arithmetical corrections of its bid price; or
  - (c) they are awarded the contract and they fail to sign the contract, or to submit a performance security before the deadline defined in the bidding document.
- 26.2 Failure to pay as provided in section 26.1 will lead to debarment of the bidder from being eligible to submit bids for contracts with all the government procuring agencies for the period prescribed in the Debarment Rules.

## **27. Format and Signing of Bid**

- 27.1 The Bidder shall prepare ONE Original of the documents comprising the Bid as described in ITB Clause 14 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.
- 27.2 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.
- 27.3 Any interlineations, erasures or overwriting shall be valid only if they are signed or initialed by the person signing the Bid.

## **E. SUBMISSION AND OPENING OF BIDS**

## **28. Submission, Sealing and Marking of Bids**

- 28.1. Bids shall be delivered by hand, courier, registered post or electronic means as may be applicable. The Bidder shall seal the original Bid and the number of copies stipulated in the BDS, including alternative Bids if permitted in accordance with ITB Clause 17, in separate inner envelopes contained within one outer envelope. All envelopes shall be sealed with adhesive or other sealant to prevent reopening.
- 28.2. The inner envelopes shall:
- (a) be signed across their seals by the person authorized to sign the Bid on behalf of the Bidder; and
  - (b) be marked “ORIGINAL”, “ALTERNATIVE” (if any) and “COPIES”;
- 28.3. The outer envelope shall:
- (a) be marked “Confidential”;
  - (b) be addressed to the Procuring agency at the address<sup>15</sup> provided in the BDS;
  - (c) bear the name and identification number of the Contract as defined in the BDS; and
  - (d) provide a warning not to open before the specified time and date for Bid Opening as defined in the BDS.
- 28.4. In addition to the identification required in ITB Sub-Clause 28.2, 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 in pursuant to ITB Clause 30.
- 28.5. If the outer envelope is not sealed and marked as above, the Procuring agency shall assume no responsibility for the misplacement or premature opening of the Bid.

<sup>15</sup>The receiving address shall be an office that is staffed during normal working hours by personnel authorized to certify time and date of receipt and assure safe-keeping until Bid opening. A post office address is not to be used. The address must be the same as the receiving address described in the Invitation for Bids.

- 28.6. In the Two-Stage Process, Bidders shall be advised to submit only the technical proposal in the first stage. In the second stage, Bidders shall be requested to submit both their technical proposals as modified and agreed with the Procuring agency and the financial proposals based on the modified technical proposal simultaneously in two separate sealed envelopes.
- 28.7. 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.

## **29. Deadline for Submission of Bids**

- 29.1. Bids shall be delivered by hand, courier, registered post or electronically to the Procuring agency at the address and no later than the date and time indicated in the BDS.
- 29.2. The Procuring agency 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 Procuring agency and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

### **30. Late Bids**

- 30.1. The Procuring agency shall not consider any Bid that is submitted after the deadline for submission of Bids. Any Bid received by the Procuring agency after the deadline for submission of Bids shall be declared late, rejected, and returned unopened to the Bidder.

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

- 31.1. A Bidder may withdraw, substitute or modify its Bid after it has been submitted by sending a written notice in accordance with ITB Clause 28, duly signed by an authorized representative, and shall include a copy of the authorization (the power of attorney) in accordance with ITB Sub-Clause 27.2, (except that withdrawal notices do not require copies). The corresponding substitution or modification of the Bid must accompany the respective written notice. All notices must be:
  - (a) submitted in accordance with ITB Clauses 27 and 28 (except that withdrawal notices do not require copies) and, in addition, the respective envelopes shall be clearly marked “Withdrawal”, “Substitution” or “Modification;” and
  - (b) received by the Procuring agency prior to the deadline prescribed for the submission of Bids, in accordance with ITB Clause 29.

- 31.2. Bids requested to be withdrawn in accordance with ITB Sub-Clause 31.1 shall be returned unopened to the Bidders.
- 31.3. No Bid may be withdrawn, substituted or modified in the interval between the deadline for submission of Bids and the expiry of the period of Bid validity specified by the Bidder on the Bid Submission Sheet or any extension thereof.
- 31.4. Withdrawal of a bid between the deadline for submission of bids and expiration of the period of bid validity specified in the BDS or as extended pursuant to Clause 25.1, may result in the forfeiture of the Bid Security pursuant to Clause 26.6. If the best evaluated bidder withdraws his bid between the periods specified in this clause, the bid security of the bidder shall be forfeited and in addition, the bidder shall pay to the procuring agency the positive difference of sum, if any, with the next lowest bidder within fourteen (14) days of his withdrawal. If the bidder fails to pay the difference within the said date, the bidder shall be debarred by a competent authority as per law. In the case of framework contracts, the bid security shall be forfeited and the supply of the particular item will be re-tendered.

## **32. Bid Opening**

- 32.1. The Procuring agency shall conduct the Bid Opening in public, in the presence of Bidders' designated representatives who choose to attend, and at the address, date and time specified in the BDS. Any specific electronic Bid Opening procedures required if electronic bidding is permitted in accordance with ITB Sub-Clause 28.7 shall be as specified in the BDS.
- 32.2. Bid opening shall take place on the same day immediately following the deadline for the submission of bids.
- 32.3. Bidders, their representatives and other attendees at the Bid Opening shall not be permitted to approach any members of the Bid Opening Committee or any RGoB officials.
- 32.4. First, envelopes marked "WITHDRAWAL" shall be opened and read out and the envelope with the corresponding Bid shall not be opened, but shall be returned to the Bidder. No Bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at Bid Opening. Next, envelopes marked "SUBSTITUTION" shall be opened and read out and exchanged with the corresponding Bid being substituted. The substituted Bid shall not be opened, but shall be returned to the Bidder. No Bid substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at Bid Opening. Envelopes marked "MODIFICATION" shall be opened and read out with the corresponding Bid. No Bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Bid Opening. Only envelopes that are opened and read out at Bid Opening shall be considered further.
- 32.5. All other envelopes shall be opened one at a time. The Bidders' names, the Bid prices, the total amount (or lot-wise) of each Bid 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 Procuring agency may consider appropriate shall be announced by the Procuring agency at the Bid Opening. This information shall be written on a notice board for the public to copy. Any Bid price, discount or alternative Bid price not announced and recorded shall not be taken into account in Bid evaluation. No Bid shall be rejected at Bid Opening except for late Bids pursuant to ITB Clause 30. Substitution Bids and modifications submitted pursuant to ITB Clause 31 that are not opened and read out at Bid Opening shall not be considered for further evaluation regardless of the circumstances. Late, withdrawn and substituted Bids shall be returned unopened to Bidders.

- 32.6. The Procuring agency shall prepare a record of the Bid Opening, which shall include the information disclosed to those present in accordance with ITB Sub-Clause 32.4. The minutes shall include, as a minimum:
- (a) the Contract title and reference number;
  - (b) the Bid number;
  - (c) the Bid deadline date and time;
  - (d) the date, time and place of Bid Opening;
  - (e) Bid prices, per lot if applicable, offered by the Bidders, including any discounts and alternative offers;
  - (f) the name and nationality of each Bidder, and whether there is a withdrawal, substitution or modification;
  - (g) the names of attendees at the Bid Opening, and of the Bidders they represent (if any);
  - (h) details of any complaints or other comments made by attendees/ representatives attending the Bid Opening, including the names and signatures of the attendees/ representatives making the complaint(s) and/or comment(s); and
  - (i) the names, designations and signatures of the members of the Bid Opening Committee.
- 32.7. The Bidders' representatives and attendees who are present shall be requested to sign the record. The omission of a Bidder's or other attendee's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders.

## **F. EVALUATION AND COMPARISON OF BIDS**

### **33. Confidentiality**

- 33.1. Information relating to the examination, evaluation, comparison and qualification of Bids, and recommendation of Contract Award, shall not be disclosed to Bidders or any other persons not officially concerned with such process until publication of the Contract Award.
- 33.2. Any effort by a Bidder to influence the Procuring agency in the examination, evaluation, comparison and qualification of the Bids or Contract Award decisions may result in the rejection of its Bid.
- 33.3. Notwithstanding ITB Sub-Clause 33.2, from the time of Bid Opening to the time of Contract Award, if any Bidder wishes to contact the Procuring agency on any matter related to the bidding process, it should be done during the 'debriefing period'.

### **34. Clarification of Bids**

- 34.1. To assist in the examination, evaluation, comparison and qualification of the Bids, the Procuring agency may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder that is not in response to a request by the Procuring agency shall not be considered. The Procuring agency'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 Procuring agency in the evaluation of the Bids, in accordance with ITB Clause 36.

### **35. Responsiveness of Bids**

- 35.1. The Procuring agency's determination of a Bid's responsiveness shall be based on the contents of the Bid itself, and is to determine which of the Bids received are responsive and thereafter to compare the responsive Bids against each other to select the best evaluated Bid.
- 35.2. A substantially responsive Bid is one that conforms to all the terms, conditions and specifications of the Bidding Documents without material deviation, reservation or omission. A material deviation, reservation or omission is one that:
- (a) Affects in any substantial way the scope, quality or performance of the Goods or Related Services required;
  - (b) limits in any substantial way inconsistent with the Bidding Documents, the Procuring agency's rights or the Bidder's obligations under the Contract; or
  - (c) if rectified would affect unfairly the competitive position of other Bidders presenting responsive Bids.



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

**36. Non-conformities, Errors and Omissions**

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

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

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

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

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

(c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to ITB Sub-Clauses 36.3

(a) and (b) above.

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

### **37. Preliminary Examination of Bids**

- 37.1. The Procuring agency shall examine the Bids to confirm that all documents and technical documentation requested in ITB Clause 14 have been provided, and to determine the completeness of each document submitted.
- 37.2. The Procuring agency 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 Sheet, in accordance with ITB Sub-Clause 14.1 (a);
  - (b) Price Schedules, in accordance with ITB Sub Clause 14.1(a);
  - (c) Bid Security, in accordance with ITB Clause 26.

### **38. Examination of Terms and Conditions; Technical Evaluation**

- 38.1. The Procuring agency shall examine the Bid to confirm that all terms and conditions specified in the GCC and the SCC have been accepted by the Bidder without any material deviation or reservation.
- 38.2. The Procuring agency shall evaluate the technical aspects of the Bid submitted in accordance with ITB Clause 23, to confirm that all requirements specified in Section VI, Schedule of Supply of the Bidding Documents have been met without any material deviation or reservation.
- 38.3. If, after the examination of the terms and conditions and the technical evaluation, the Procuring agency determines that the Bid is not substantially responsive in accordance with ITB Clause 35, the bid shall not be considered for evaluation.

### **39. Conversion to Single Currency**

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

### **40. Margin of Preference**

- 40.1. A margin of preference may apply to domestic goods manufactured in Bhutan as provided for in the BDS. To avail a margin of preference, the bidder shall provide a value addition certificate from the Ministry of Industry, Commerce and Employment.

#### **41. Evaluation of Bids**

- 41.1. The Procuring agency shall evaluate each Bid that has been determined, up to this stage of the evaluation, to be substantially responsive.
- 41.2. To evaluate a Bid, the Procuring agency shall only use all the factors, methodologies and criteria defined in this ITB Clause 41. No other criteria or methodology shall be permitted.
- 41.3. To evaluate a Bid, the Procuring agency shall consider the following:
  - (a) evaluation shall be done for Items or Lots, as specified in the BDS;
  - (b) the Bid Price, as quoted in accordance with ITB Clause 18;
  - (c) price adjustment for correction of arithmetic errors in accordance with ITB Clause 36.3;
  - (d) price adjustment due to discounts offered in accordance with ITB Clause 18.4;
  - (e) adjustments due to the application of the evaluation criteria specified in the BDS from amongst those set out in Section III, Evaluation and Qualification Criteria; and
  - (f) adjustments due to the application of a margin of preference, in accordance with ITB Clause 40, if applicable.
- 41.4. The Procuring agency's evaluation of a Bid shall exclude and not take into account:
  - (a) in the case of Goods manufactured in Bhutan, sales and other similar taxes which will be payable on the Goods if the Contract is awarded to the Bidder;
  - (b) in the case of Goods manufactured outside Bhutan, already imported or to be imported, Customs duties and other import taxes levied on the imported Goods, sales and other similar taxes which will be payable on the Goods if the Contract is awarded to the Bidder; and
  - (c) any allowance for price adjustment during the period of execution of the Contract, if provided in the Bid.

- 41.5. The Procuring agency's evaluation of a Bid may require the consideration of other factors in addition to the Bid Price quoted in accordance with ITB Clause 18. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of Bids, unless otherwise specified in Section III, Evaluation and Qualification Criteria. The factors, criteria and the methodology of application shall be as specified in ITB Sub-Clause 41.3 (e).
- 41.6. 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 Procuring agency to award one or multiple lots to more than one Bidder. The methodology of evaluation to determine the lowest evaluated lot combinations is specified in Section III, Evaluation and Qualification Criteria.
- 41.7. The procuring agency shall ensure that the lowest evaluated bid price is consistent and reasonable with the current market prices. If the prices are unreasonable compared to prevailing market prices, the procuring agency may reject the bid.

## **42. Comparison of Bids**

- 42.1. The Procuring agency shall compare the evaluated costs of all substantially responsive Bids established in accordance with ITB 41 to determine the Bid that has the lowest evaluated cost. The comparison shall be on the basis of CIP (place of final destination) prices for imported goods and EXW prices, plus cost of inland transportation and insurance to place of destination, for goods manufactured within the procuring agency's country, together with prices for any required installation, training, commissioning and other services. The evaluation of prices shall not take into account custom duties and other taxes levied on imported goods quoted CIP and sales and similar taxes levied in connection with the sale or delivery of goods.

## **43. Abnormally Low Bid**

- 43.27.1. An Abnormally Low Bid is one where the Bid price, in combination with other constituent elements of the Bid, appears unreasonably low to the extent that the Bid price raises material concerns as to the capability of the Bidder to perform the Contract for the offered Bid price. Before proceeding to further analysis, the Procuring agency shall revisit their departmental estimate to ensure its realistic comparison to the prevailing market rates.
- 43.27.2. After revisiting the departmental estimate as provided in section 43.1 if the procuring agency determines that the bid offered by the bidder is 20% below or above the agency estimate, the procuring agency shall eliminate the Bid(s) before proceeding towards bid evaluation.

## **44. Seriously unbalanced Bids**

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

Bidder, the Procuring agency may as appropriate:

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

**45. Procuring agency's Right to Accept Any Bid, and to Reject Any or All Bids**

- 45.1. The Procuring agency 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.

**G. AWARD OF CONTRACT**

**46. Award Criteria**

- 46.1. The Procuring agency 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.

**47. Letter of Intent to Award the Contract/Letter of Acceptance**

- 47.1. The Procuring agency shall notify the concerned Bidder whose bid has been selected in accordance with ITB 46 in writing (in the format in section IV-hereafter called the letter of Intent to award the contract) that the Procuring agency has intention to accept its bid and the information regarding the name, address and amount of selected bidder shall be given to all other bidders who submitted the bid. Such notification should be communicated in writing, including by cable, facsimile, telex or electronic mail to all the bidders on the same day of dispatch. The Procuring agency shall ensure that the same information is uploaded on their website on the same day of dispatch.
- 47.2. If no bidder submits an application pursuant to ITB 52 within a period of five (5) days of the notice provided under ITB 48.1, prior to expiry of the period of Bid validity, the Procuring agency shall notify the successful Bidder, in writing, that its Bid has been accepted.
- 47.3. Until a formal Contract is prepared and executed, the letter of acceptance shall constitute a binding Contract.

- 47.4. Upon the successful Bidder furnishing the signed Contract Form and the Performance Security pursuant to ITB Clause 51 the Procuring agency:
- (a) Shall promptly notify each unsuccessful Bidder and discharge obligation under Bid Security, pursuant to ITB Sub-Clause 26.4; and
  - (b) Publish a notification of award on the Procuring agency's website.
- 47.5. The notifications to all unsuccessful Bidders and the notification posted on the Procuring agency's website shall include the following information:
- (a) the Bid and lot numbers;
  - (b) name of the winning Bidder, and the price it offered, as well as the duration and summary scope of the Contract awarded; and
  - (c) the date of the award decision.

#### **48. Debriefing by the Procuring agency**

- 48.1. On receipt of the Procuring agency's Letter of Intention to Award referred to in ITB 48, an unsuccessful Bidder has three (3) working Days to make a written request to the Procuring agency for a debriefing. The Procuring agency shall provide a debriefing to all unsuccessful Bidders whose request is received within this deadline.
- 48.2. Where a request for debriefing is received within the deadline, the Procuring agency shall provide a debriefing within five (5) working days.
- 48.3. The Procuring Agency shall discuss only such Bid and not the bids of other competitors. The debriefing shall not include:
- (a) point-by-point comparisons with another Bid; and
  - (b) information that is confidential or commercially sensitive to other Bidders.
- 48.4. The purpose of debriefing is to inform the aggrieved bidder of the reasons for lack of success, pointing out the specific shortcomings in its bid without disclosing contents of other bids.

#### **49. Signing of Contract**

- 49.1. At the same time as notifying the successful Bidder in writing that its Bid has been accepted the Procuring agency shall send the successful Bidder the Contract Agreement and the Special Conditions of Contract.
- 49.2. Within fifteen (15) days of receipt of the Letter of Intent to Award the Contract/Letter of Acceptance the successful Bidder shall sign, date and return it to the Procuring agency.
- 49.3. Notwithstanding ITB Sub-Clause 50 above, in case signing of the Contract Agreement is prevented by any export restrictions attributable to the Procuring agency, 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 products/ 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 Procuring agency that signing of the Contract Agreement has not been prevented by any lack of diligence on the part of the Bidder in completing any formalities, including applying for permits, authorizations and/or licenses necessary for the export of the products/ Goods, systems or services under the terms of the Contract.

## **50. Performance Security**

- 50.1. Within fifteen (15) days of the receipt of letter of acceptance from the Procuring agency, the Bidder shall submit the Performance Security in accordance with the GCC, using for that purpose any of the following security forms:
- (a) unconditional bank guarantee in the form provided for in Section IX, Contract Forms, or another form acceptable to the Procuring agency;
  - (b) banker's certified cheque/ cash warrant; or
  - (c) demand draft.
- 50.2. Performance Security shall be issued, at the Bidder's option, by a financial institution located in Bhutan.
- 50.3. 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 Procuring agency may award the Contract to the next lowest evaluated Bidder whose offer is substantially responsive and is determined by the Procuring agency to be qualified to perform the Contract satisfactorily. Such a failure shall be considered as "withdrawal" and all relevant clauses shall apply.

## **51. Complaint and Review**

- 51.1. If the Bidder has or is likely to suffer, loss or injury due to breach of a duty imposed on the Procuring agency by the provisions of this bidding document, the Bidder shall submit the complaint in writing to the Procuring agency within five (5) days from the date of letter of intent to award the contract. In the first instance, the Bidder shall submit the complaint to the Procuring agency.

- 51.2. The head of agency shall, within seven (7) days after the submission of the complaint, issue a written decision.
- 51.3. The Bidder may appeal to the Independent Review Body within five (5) days of the decision of the Head of the Procuring Agency or, where no such decision has been taken, within ten (10) days of the original complaint and the copy of the appeal shall be given to procuring agency on the same day.
- 51.4. Once the appeal copy is received by the procuring agency, it shall not proceed further with the procurement process until receipt of notification from the Independent Review Body Secretariat.
- 51.5. The complaint and review process shall be in compliance to IRB Rules of Procedure 2023.

## **SECTION II. BID DATA SHEET**

A. INTRODUCTION .....	36
B. BIDDING DOCUMENTS .....	36
C. QUALIFICATION CRITERIA .....	36
D. PREPARATION OF BIDS .....	37
E. SUBMISSION AND OPENING OF BIDS .....	38
F. EVALUATION AND COMPARISON OF BIDS .....	38

## SECTION II. BID DATA SHEET

<b>A. INTRODUCTION</b>	
ITB 1.1	The Procuring agency is: <b><i>Bhutan Broadcasting Service Corporation Limited</i></b> The name, identification number and number of lots within this procurement are: <b>Supplying, Installation, Testing and Commissioning of Production automation and Payout system</b>
ITB 1.1	
ITB 3.1	Category of trade License eligible for this bidding process is: Trade License
ITB 4.1 (1)	Any additional predetermined circumstances : <b>“None”</b>
ITB 5.1	All goods and related services to be supplied under the contract shall comply with <b>the laws of the Country in accordance with Section V, eligible countries.</b>
<b>B. BIDDING DOCUMENTS</b>	
ITB 8.2	For clarification of Bid purposes only, the Procuring agency’s address is: Attention:Procurement Officer Address: Bhutan Broadcasting Service Corporation Limited Chubachhu, Thimphu, Bhutan, 101 Landline Number:+975-2-322600 Electronic mail address: procurementbbs.bt@gmail.com
ITB 8.4	Pre-Bid Meeting shall be held on 27th December 2024 at 10:00am BST At the address given below: <i>Address:</i> <i>Head Office, BBSCL, Chubachu, Thimphu; Bhutan</i> <i>Virtual Address: <a href="mailto:procurementbbs.bt@gmail.com">procurementbbs.bt@gmail.com</a></i> <i>[meeting link shall be shared to participants prior to the meeting (eg. via zoom or any other convenient apps.)</i> <i>Date: 27th December 2024</i> <i>Time: 10 am BST</i>
<b>C. QUALIFICATION CRITERIA</b>	
10.1	The minimum amount of financial resources is . <i>[specify minimum amount of financial resources if required and evidence to be submitted by the bidder]</i> <b>- Only authorized dealers, distributors and suppliers may participate in the bids.</b> <b>Financial Evidence to be submitted are:</b> <b>- Audited balance sheet for the Last three (3) years by the recognised chartered Accountants/Certified Accountants/ Certified/public Accountant</b> <b>- A certified statement of the previous five (5) years’ overall turnover in respect of supplies and services.</b> <b>- A valid tax clearance certificate</b>
11.1 (a)	The minimum number of years of experience in the supply of goods and related services is: <i>[specify the number of years of experience if required and the evidence to be submitted by the bidder]</i> <b>Experience evidence:</b>

	<ul style="list-style-type: none"> <li>- <i>A list of principle supply, Installation, testing and commissioning in the past three (3) years, with sum, date and purchaser involved. Such lists shall be evidenced by certificates issued or counter signed by the procuring authority.</i></li> </ul>
11.1 (b)	<p>The specific experience in the supply of similar goods and related services is: <i>[specific experience requirement in terms of value and number of similar supplies if required and the evidence to be submitted by the bidder]</i></p> <ul style="list-style-type: none"> <li>- <i>The bidder should enclose the list of similar contracts/works done by them in the past.</i></li> <li>- <i>The bidder should enclose the list of organizations and complete technical details of these systems in operation with various organizations where the offered systems are in use. Bidders should also submit the contact numbers of their clients along with email addresses and names of contact persons.</i></li> </ul>

11.1 (c)	<p>The minimum production capacity or availability of equipment is: <i>[specify the minimum production capacity or equipment availability if required and the evidence to be submitted by the bidder]</i></p> <p><b>Evidence to be submitted:</b></p> <ul style="list-style-type: none"> <li>- <i>A description of the party's technical facilities with reference to the tool, plant and technical equipment available.</i></li> </ul>
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#### **D. PREPARATION OF BIDS**

ITB 13.1	The language of the Bid is: <i>English</i>
ITB 14.1 (j)	The bidders shall submit a signed Integrity Pact: <i>Yes</i>
ITB 14.1 (k)	<p>The Bidder shall submit with its Bid the following additional documents:</p> <ol style="list-style-type: none"> <li>1. <i>A Copy of valid Trade License</i></li> <li>2. <i>A Copy of Tax Clearance Certificate</i></li> <li>3. <i>Catalogues/Brochures/pamphlet</i></li> <li>4. <i>Quality certifications such as ISO and CE</i></li> <li>5. <i>Design and Drawings</i></li> <li>6. <i>A point-by-point compliance statement in respect of all the points laid down in the BOQ should be enclosed in the offer. Need to fill the compliance statement table given in Section VI under <u>Technical Specification</u>.</i></li> </ol>
ITB 17.1	Alternative Bids “ <i>shall not be</i> ” permitted.
ITB 18.5	The Incoterms edition is: <b>Latest edition (DDP)</b>
ITB 18.6 (a), (iii), (b) (ii) and (c) (v)	The final destination (Project Site) is: <b>Head office, Bhutan Broadcasting Service Corporation Limited, Chubachu, Thimphu: Bhutan</b>
ITB 18.6(b) (i)	Place of destination: <b>Head office, Bhutan Broadcasting Service Corporation Limited, Chubachu, Thimphu: Bhutan</b>

and (c)(v)	
ITB 19.1	The prices quoted by the Bidder <b>“shall not”</b> be adjustable.
ITB 20.1	The Bidder <b>“is ”</b> required to quote in Ngultrum (BTN)
ITB 20.2	In case of foreign currencies other than Ngultrum the exchange rate applicable on the date of opening of the Bids will be considered for evaluation.
ITB 23.3	The period of time for which the Goods are expected to be functioning (for the purpose of spare parts, special tools, etc) is <b>Minimum of 18 months from the date of commissioning of the entire system at BBSCL, Chubachu, Thimphu, Bhutan for both hardware and software Bidder Should submit and disclose the list of spare parts, software updates and tentative price list which will be required regularly (Item wise break-up of spares should be listed with individual cost and enclosed in technical Bid.)</b>
ITB 24.1 (a)	Manufacturer’s authorization <b>“is”</b> required.
ITB 24.1 (b)	After sales maintenance, repair, spare parts stocking and related services <b>“are”</b> required.
ITB 25.1	The Bid validity period shall be <b>60 days from the date of opening of the bid.</b>
ITB 26.1	The amount and currency of the Bid Security is <b>2% of the Bid price in the form of Unconditional Guarantee/Banker’s Cheque/Cash Warrant/ Demand Draft issued by a reputed Financial Institution in Bhutan acceptable to the procuring agency. If the institution issuing those instruments is located outside Bhutan, it shall have a correspondent financial institution located in Bhutan to make the financial instrument enforceable.</b> <b>The Unconditional Guarantee/Banker’s Cheque/Cash/Demand Draft should be submitted in the financial Bid envelope.</b>
	<b>E. SUBMISSION AND OPENING OF BIDS</b>
ITB 27.1	In addition to the original of the Bid, the number of copies is: This bidding document is a <u>two envelope system; Technical and Financial (One stage)</u> <b>Hard copy:</b> -The bidder shall submit two copies of Technical bid sealed <b>ORIGINAL and COPY</b> in two different envelopes. -The bidder shall submit two copies of the financial bid Sealed <b>ORIGINAL and COPY</b> in two different envelopes. -The bidder shall submit a soft copy of both technical and financial Bid in two different envelopes. -Both Technical bids and soft copy shall be packed in one envelope and both financial bid and soft copy shall be submitted in one envelope.
ITB 28.1	<b>-Hard Copy: Bids shall be delivered by hand, courier or registered post.</b>

ITB 28.3 (c)	The name and identification number of the Contract is <i>Supplying, Installation, Testing and Commissioning of production automation and playout system, BBSCL/ADM-7/Production Automation System/2024/1990</i>
ITB 28.3 (d)	The time and date for Bid Opening is at <i>11am BST on Tuesday, 14th January 2025.</i>
ITB 28.7	Bidders <i>shall not</i> have the option of submitting their Bids electronically.
ITB 29.1	For Bid submission purposes, the Procuring agency's address is: Attention: Procurement Officer Address: Bhutan Broadcasting Service Corporation Limited, Chubachu, Thimphu, 101, Bhutan. The deadline for the submission of Bids is: Date: <i>14th Jan, 2025.</i> Time: <i>10:30am BST.</i>
ITB 32.1	The Bid Opening shall take place at: Address: Head Office, Bhutan Broadcasting Service Corporation Limited, Chubachu, Thimphu, 101, Bhutan. Date: 14th January, 2025 Time: <i>11am, BST.</i>
	<b>F. EVALUATION AND COMPARISON OF BID</b>
ITB 39.1	Bid prices expressed in different currencies shall be converted into Ngultrum (BTN). The source of exchange rates shall be the Royal Monetary Authority of Bhutan. The date for the exchange rates shall be the date of Bid Opening, as prescribed in ITB Sub-Clause 32.1.

ITB 40.1	A margin of twenty percent (20%) Domestic Preference shall not apply.
ITB 41.3 (a)	Evaluation will be done for <b>Lots (the whole package)</b> .  Bids will be evaluated by lot. If a Price Schedule shows items listed but not priced, their prices shall be assumed to be included in the prices of other items. An item not listed in the Price Schedule shall be assumed to be not included in the Bid and, provided that the Bid is substantially responsive, the average price of the missing item(s) quoted by substantially responsive Bidders shall be added to the Bid price and the equivalent total cost of the Bid so determined will be used for price comparison.
ITB 41.3 (e)	The adjustments shall be determined using the following criteria from amongst those set out in Section III, Evaluation and Qualification Criteria: [ <i>refer to Schedule III, Evaluation and Qualification Criteria; insert complementary details if necessary</i> ] (a) Deviation in payment schedule: No  (b) The cost of major replacement components, mandatory spare parts, and service: <i>Yes, list down the spare parts and its estimated costs.</i>  (c) The availability in Bhutan of spare parts and after-sales

services for the equipment offered in the Bid: No

(d) The projected operating and maintenance costs during the life of the equipment: *Yes, refer under Technical Specification (AMC).*

(e) The performance and productivity of the equipment offered: No

*Other criteria:*

*(f) Any additional equipment quoted beyond what is specified in the BOQ will be evaluated separately. The additional item specification/description and the price should be listed in technical and financial bid respectively. (as per TS 2.17)*

*(g) Bidder should submit and disclose the list of spare parts, software updates and tentative price list which will be required regularly (Item wise break-up of spares should be listed with individual cost and enclosed in Technical Bid). (As per ITB 23.3)*

*(h) Evaluation will be done on a Two envelope system. Technical bid and financial bid*

*The technical qualification benchmark will be 80%. After which the financial evaluation will be conducted amongst the technically qualified bidders. The work will be awarded to the lowest bidder (financial) from amongst technically qualified bidders.*

*The major points for the Technical qualification Criteria as follows:*

- 1. Technical specification and compatibility*
- 2. Detail designs and drawings as per the equipment proposed*
- 3. Financial resources (With reference to the evidence document)*
- 4. Number of years of experience (With reference to the evidence document)*
- 5. Experience in handling the broadcast equipment and/or similar contracts (With reference to the evidence document)*
- 6. Equipment and spare parts availability (With reference to the evidence document)*

ITB 41.6

Bidders **shall not** be allowed to quote separate prices for one or more lots. [refer to Section III, Evaluation and Qualification Criteria for the evaluation methodology, if appropriate]



**SECTION III. EVALUATION AND QUALIFICATION CRITERIA**

1. Domestic Preference (ITB 40) ..... 42

2. Evaluation Criteria (ITB 41.3 (e)) ..... 42

3. Multiple Contracts (ITB41.6) ..... 44

## **1. Domestic Preference (ITB 40)**

- 1.1 If the Bidding Data Sheet (BDS) so specifies, the purchaser may grant a margin of preference to goods manufactured in the Purchaser's country for the purpose of bid comparison, in accordance with the procedure outlined in subsequent paragraphs:
- 1.2 Bids will be classified in one of the three groups, as follows:
  - (a) Group A: Bids offering goods manufactured in Bhutan; and
  - (b) Group B: Bids offering goods manufactured outside Bhutan that have been already imported or that will be imported.
- 1.3 All evaluated bids in each group shall be compared to determine the lowest evaluated bid. Such best evaluated bids from each group shall be compared with each other and if:
  - (a) As a result of this comparison, a bid from Group A is the Lowest Evaluated Bid (LEB).
  - (b) This shall be selected for the award.
- 1.4 All evaluated bids in each group shall be compared to determine the lowest evaluated bid. Such lowest evaluated bids from each group shall be compared with each other and it,
  - (a) As a result of this comparison, a bid from Group B is the LEB.
  - (b) An amount often (20%) percent domestic preference shall be calculated on Groups LEB price to be subtracted/deducted on the LEB price (Group A).
  - (c) After deducting 20% from the LEB price from Group A, this shall be compared with the LEB from Group B to determine the LEB for the award.

## **2. Evaluation Criteria (ITB 41.3 (e))**

The Procuring agency's evaluation of a Bid may take into account, in addition to the Bid Price quoted in accordance with ITB Sub-Clause 18.6, one or more of the following factors as specified in ITB Sub-Clause 41.3 (e) and in the BDS referring to ITB Sub-Clause 41.3 (e), using the following criteria and methodologies.

- (a) Deviation in Payment Schedule. (insert one of the following)
  - (i) Bidders shall state their Bid price for the payment schedule outlined in the SCC. Bids shall be evaluated on the basis of this base price. Bidders are, however, permitted to state an alternative payment schedule and indicate the reduction in Bid Price they wish to offer for such an alternative payment schedule. The Procuring agency may consider the alternative payment schedule and the reduced Bid

Price offered by the Bidder selected on the basis of the base price for the payment schedule outlined in the SCC.

or

- (ii) The SCC stipulates the payment schedule specified by the Procuring agency. If a Bid deviates from the schedule and if such deviation is considered acceptable to the Procuring agency, the Bid will be evaluated by calculating interest earned for any earlier payments involved in the terms outlined in the Bid as compared with those stipulated in the SCC, at the rate per annum specified in BDS Sub-Clause 41.3 (e)

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

- (i) The list of items and quantities of major assemblies, components and selected spare parts likely to be required during the initial period of operation specified in BDS Sub-Clause ITB 23.3 is in the List of Goods. An adjustment equal to the total cost of these items, at the unit prices quoted in each Bid, shall be added to the Bid Price, for evaluation purposes only.

or

- (ii) The Procuring agency will draw up a list of high-usage and high-value items of components and spare parts, along with estimated quantities of usage in the initial period of operation specified in BDS Sub-Clause ITB 23.3. The total cost of these items and quantities will be computed from spare parts unit prices submitted by the Bidder and added to the Bid Price, for evaluation purposes only.

- (c) Availability in Bhutan of spare parts and after sales services for equipment offered in the Bid. An adjustment equal to the cost to the Procuring agency of establishing the minimum service facilities and parts inventories, as outlined in BDS Sub-Clause ITB 41.3 (e), if quoted separately, shall be added to the Bid Price, for evaluation purposes only.

- (d) Projected operating and maintenance costs.

Operating and maintenance costs, an adjustment to take into account the operating and maintenance costs of the Goods will be added to the Bid Price, for evaluation purposes only, if specified in BDS Sub-Clause ITB 41.3 (e). The adjustment will be evaluated in accordance with the methodology specified in the BDS Sub-Clause ITB 41.3 (e).

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

(i) Performance and productivity of the equipment. An adjustment representing the capitalized cost of additional operating costs over the life of the plant will be added to the Bid Price, for evaluation purposes, if specified in BDS Sub-Clause ITB41.3 (e). The adjustment will be evaluated based on the drop in the guaranteed performance or efficiency offered in the Bid below the norm of 100, using the methodology specified in BDS Sub-Clause ITB41.3 (e).

or

(ii) An adjustment to take into account the productivity of the Goods offered in the Bid will be added to the Bid Price, for evaluation purposes only, if specified in BDS Sub-Clause ITB 41.3 (e). The adjustment will be evaluated based on the cost per unit of the actual productivity of the Goods offered in the Bid with respect to minimum required values, using the methodology specified in BDS Sub-Clause ITB41.3 (e).

**(f) Specific additional criteria**

Other specific additional criteria to be considered in the evaluation, and the evaluation method, shall be detailed in BDS Sub-Clause ITB 41.3 (e)]

**3. Multiple Contracts (ITB41.6)**

The Procuring agency shall award multiple contracts to the Bidder that offers the lowest evaluated combination of Bids (one contract per Bid).

**The Procuring agency shall:**

(a) evaluate only lots or contracts that include at least the percentages of items per lot and quantity per item as specified in ITB Sub-Clause 18.7.

(b) take into account:

(i) the best-evaluated Bid for each lot; and

(ii) the price reduction per lot and the methodology for its application as offered by the Bidder in its Bid.

Bidder Information Form..... 46  
Bid Submission Sheet ..... 48  
Price Schedule Forms ..... 50  
Bid-Securing Declaration..... 54  
Manufacturer’s Authorization..... 55  
INTEGRITY PACT ..... 56  
Letter of Intent ..... 59

## **Bidder Information Form**

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

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

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

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

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

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

**Form** *[The Bidder shall fill in this Form in accordance with the instructions indicated below]. Date: [insert date (as day, month and year) of Bid submission]*  
*Bid No.: [insert number of bidding process]*

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

1. Bidder's Legal Name: *[insert Bidder's legal name]*
2. JV/C/A Party's Legal name: *[insert JV/C/A Party's legal name]*
3. JV/C/A Party's Country of Registration: *[insert JV/C/A Party's country of registration]*
4. JV/C/A Party's Year of Registration: *[insert JV/C/A Party's year of registration]*
5. JV/C/A Party's Legal Address in Country of Registration: *[insert JV/C/A Party's legal address in country of registration]*
6. JV/C/A Party's Authorized Representative Information  
Name: *[insert name of JV/C/A Party's authorized representative]*  
Address: *[insert address of JV/C/A Party's authorized representative]*  
Telephone/Fax numbers: *[insert telephone/fax numbers of JV/C/A Party's authorized representative]*  
E-mail Address: *[insert e-mail address of JV/C/A Party's authorized representative]*
7. Attached are copies of the following original documents: *[check the box(es) of the attached original documents]*
  - ◆ Letter of intent to form the JV/C/A, or the JV/C/A agreement, in accordance with the ITB Sub-Clause 24.1(c) (v).

## **Bid Submission Sheet**

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

Date: *[insert date of Bid submission]*

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

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

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

We, the undersigned, declare that:

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

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

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

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

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

- (e) Our Bid shall be valid for a period of *[insert number]* days from the date fixed for the Bid submission deadline in accordance with ITB Sub-Clause 29.1, and it shall remain binding upon us and may be accepted at any time before expiry of that period;
- (f) If our Bid is accepted, we commit to provide a Performance Security in accordance with ITB Clause 51 and GCC Clause 19 for the due performance of the Contract;
- (g) We are not participating as bidders in more than one Bid in this bidding process, other than any alternative offers submitted in accordance with ITB Clause 17;



- (h) We, including any subcontractors or suppliers for any part of the Contract, have nationality from eligible countries, viz: *[insert the nationality of the Bidder, including that of all parties that comprise the Bidder if the Bidder is a JV/C/A, and the nationality each subcontractor and supplier]*
- (i) We have no conflict of interest pursuant to ITB Sub-Clause3.2;
- (j) Our firm, its affiliates or subsidiaries, including any subcontractors or suppliers for any part of the contract–has not been declared ineligible by the Procuring agency under the laws or official regulations of Bhutan, in accordance with ITB Sub-Clause3.4;
- (k) The following commissions, gratuities or fees have been paid or are to be paid with respect to the bidding process or execution of the Contract: *[insert complete name of each Recipient, its full address, there as on for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity]*

Name of Recipient Address	Reason	Amount
_____	_____	_____
_____	_____	_____

(If none has been paid or is to be paid, indicate “none.”)

- (l) We understand that this Bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed.
- (m) We understand that you are not bound to accept the lowest evaluated Bid or any other Bid that you may receive.

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

In the capacity of\_\_\_\_\_ [insert legal capacity of person signing the Bid Submission Sheet]

Name:\_\_\_\_\_ [insert complete name of person signing the Bid Submission Sheet]

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

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ [insert date of signing]

## Price Schedule Forms

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

### Price Schedule: Goods Manufactured Outside the Procuring agency's Country, to be Imported

(Group C Bids, goods to be imported) Currencies in accordance with ITB 17								Date: _____ RFB No: _____ Alternative No: _____ Page No of _____
1	2	3	4	5	6	7	8	9
Line Item N	Description of Goods	Country of Origin	Delivery Date as defined by Incoterms	Quantity and physical unit	Unit price CIPS  [insert place of destination] in accordance with ITB 18.6 (b) (i)	CIP Price  per line item (Col.5x6)	Price per line item for in land transportation and other services required in the Procuring agency's Country to convey the Goods to their final destination specified in BDS	Total Price per Line item (Col. 7+8)
[insert number of the item]	[insert name of good]	[insert country of origin of the Good]	[insert quoted Delivery Date]	[insert number of units to be supplied and name of the physical unit]	[insert unit price CIP per unit]	[insert total CIP price per line item]	[insert the corresponding price per line item]	[insert total price of the line item]

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

**Price Schedule: Goods Manufactured Outside the Procuring agency's Country, already imported**

(Group C Bids, Goods already imported)										Date: _____	
Currencies in accordance with ITB20										RFB No: _____	
										Alternative No: _____	
										Page No of _____	
1	2	3	4	5	6	7	8	9	10	11	12
Line Item N <sup>o</sup>	Description of Goods	Country of Origin	Delivery Date as defined by Incoterms	Quantity and physical unit	Unit price including Custom Duties and Import Taxes paid, in accordance with ITB 18.6(c)(i)	Custom Duties and Import Taxes paid per unit in accordance with ITB 18.6(c)(ii) , [to be supported by documents]	Unit Price net of custom duties and import taxes, in accordance with ITB 18.6 (c) (iii) (Col. 6 minus Col.7)	Price per line item net of Custom Duties and Import Taxes paid, in accordance with ITB 18.6(c)(i) (Col.x58)	Price per line item for inland transportation and other services required in the Procuring agency's Country to convey the goods to their final destination, as specified in BDS in accordance with ITB 18.6 (c)(v)	Sales and other taxes paid or payable per item if Contract is awarded (in accordance with ITB 18.6(c)(iv)	Total Price per line item (Col.9+10+11)
<i>[insert number of the item]</i>	<i>[insert name of Goods]</i>	<i>[insert country of origin of the Good]</i>	<i>[insert quote and name of the physical unit]</i>	<i>[insert number of units to be supplied and name of the physical unit]</i>	<i>[insert unit price per unit]</i>	<i>[insert custom duties and taxes paid per unit]</i>	<i>[insert unit price net of custom duties and import taxes]</i>	<i>[insert price per line item net of custom duties and import taxes]</i>	<i>[insert price per line item for inland transportation and other services required in the Procuring agency's Country]</i>	<i>[insert sales and other taxes payable per item if Contract is awarded]</i>	<i>[insert total price per line item]</i>
										Total Bid Price	

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

*[For previously imported Goods, the quoted price shall be distinguishable from the original import value of these Goods declared to customs and shall include any rebate or mark up of the local agent or representative and all local costs except import duties and taxes, which have been and/or have to be paid by the Procuring agency. For clarity the Bidders are asked to quote the price including import duties, and additionally to provide the import duties and the price net of import duties which is the difference of those value*

**Price Schedule: Goods Manufactured in Bhutan.**

Currencies in accordance with ITB Clause 18								Date:	
								IFB No:	
								Alternative No:	
								Page No: _____ of _____	
1	2	3	4	5	6	7	8	9	10
Line Item N□	Description of Goods	Delivery Date as defined by Incoterms	Quantity and physical unit	Unit price EXW	Total EXW price per line item (Col. 4x5)	Price per line item for inland transportation, insurance and other services required in Bhutan to convey the Goods to their final destination (project Site)	Cost of local labor, raw materials and components with origin in Bhutan % of Col. 5	Sales and other taxes payable per line item if Contract is awarded[in accordance with ITB Sub-Clause 18.6 (a) (ii)]	Total Price per line item (Col. 6+7+9)
<i>[insert number of the item]</i>	<i>[insert name of Good]</i>	<i>[insert quoted Delivery Date]</i>	<i>[insert number of units to be supplied and name of the physical unit]</i>	<i>[insert EXW unit price]</i>	<i>[insert total EXW price per line item]</i>	<i>[insert the corresponding price per line item]</i>	<i>[Insert cost of local labor, raw material and components from within Bhutan as a % of the EXW price per line item]</i>	<i>[insert sales and other taxes payable per line item if Contract is awarded]</i>	<i>[insert total price per item]</i>
								Total Price	

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

**Price and Completion Schedule - Related Services**

Currencies in accordance with ITB Clause 18					Date:	
					IFB No:	
					Alternative No:	
					Page No: _____ of _____	
1	2	3	4	5	6	7
Service N□	Description of Services (excludes inland transportation and other services required in Bhutan to convey the Goods to their final destination)	Country of Origin	Delivery Date at place of Final destination	Quantity and physical unit	Unit price	Total Price per Service (Col. 5 6 or estimate)
<i>[insert number of the Service]</i>	<i>[insert name of Services]</i>	<i>[insert country of origin of the Services]</i>	<i>[insert delivery date at place of final destination per Service]</i>	<i>[insert number of units to be supplied and name of the physical unit]</i>	<i>[insert unit price per item]</i>	<i>[insert total price per item]</i>
Total Bid Price						

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

## Bid-Securing Declaration

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

IFB No.: \_\_\_\_\_

To: \_\_\_\_\_

*We, the undersigned, declare that:*

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

*We accept that we are required to pay the bid security amount specified in the Bidding Data Sheet within 5 days of your instruction and failure to do so will automatically debar us (not eligible for Bidding or submitting Bid in any contract across all Government Agencies) for a period prescribed in the Debarment Rules, if we are in breach of our obligation(s) under the Bid conditions, because we:*

- a) have withdrawn our Bid during the period of Bid validity specified by the Bidder in the Form of Bid;*
- b) have not accepted the correction of errors; or*
- c) have been notified of the acceptance of our Bid by the Procuring agency during the period of Bid validity but*  
*(i) fail or refuse to furnish the performance security in accordance with the ITB, or (ii) fail or refuse to execute the Contract in accordance with the ITB.*

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

Signed: \_\_\_\_\_

In the capacity of \_\_\_\_\_

Name: \_\_\_\_\_

Duly authorized to sign the Bid for and on behalf of:

Dated on \_\_\_\_\_ day of \_\_\_\_\_ Corporate Seal (where appropriate)

Affix Legal Stamp

## **Manufacturer's Authorization**

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

Date: *[insert date of Bid Submission]*

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

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

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

### **WHEREAS**

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

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

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

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

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

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

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

## **INTEGRITY PACT**

### **1. General:**

Whereas **Mr. Kaka Tshering** representing the **Bhutan Broadcasting Service Corporation Limited**, 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.

### **2. Objectives:**

Whereas, the Procuring agency and the Bidder agree to enter into this agreement, hereafter 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<sup>16</sup> and contract administration<sup>17</sup> with a view to:

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

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

### **3. Scope:**

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

### **4. Commitments of the Procuring agency:**

The Procuring agency Commits itself to the following:-

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

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

<sup>16</sup>Bidding process, for the purpose of this IP, shall mean the procedures covering tendering process starting from bid preparation, bid submission, bid processing, and bid evaluation.

<sup>17</sup>Contract administration, for the purpose of this IP, shall mean contract award, contract implementation, un-authorized sub- contracting and contract handing/ taking over.



- 4.3. Officials of the Procuring agency, who may have observed or noticed or have reasonable suspicion, shall report to the head of the employing agency or an appropriate government office any violation or attempted violation of clauses 4.1 and 4.2.
- 4.4. Following report on violation of clauses 4.1 and 4.2 by official (s), through any source, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings shall be initiated by the Procuring agency and such a person shall be debarred from further dealings related to the bidding process and contract administration.

## **5. Commitments of Bidders**

The Bidder commits himself/herself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of the bidding process and contract administration in order to secure the contractor 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 Procuring agency, connected directly or indirectly with the bidding process and contract administration, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding process and contract administration.
- 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, misrepresentation, 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 as per the terms and conditions of the contract and other provisions of the relevant laws, including Debarment Rules.
- 6.2. The breach of the IP or commission of any offence by the officials of the procuring agency shall be dealt as per the rules and laws of the land in vogue.

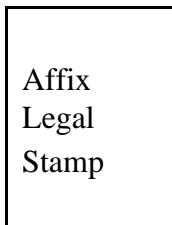
**7. Monitoring and Administration:**

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)\_\_\_\_\_



PROCURING AGENCY

BIDDER/REPRESENTATIVE

Kaka Tshering  
Chief Executive Officer  
Bhutan Broadcasting Service  
Corporation Limited

CID:

CID:

Witness:

Witness:

Name:

Name:

CID:

CID:

## Letter of Intent

(Letterhead paper of the Procuring agency)

### Notes on standard form of letter of Intent

*This issuance of Letter of Intent (always before letter of acceptance) is the information on the selection of the bid of the successful bidder by the Procuring agency and for providing information to the unsuccessful bidders who participated in the bid regarding the outcome of the procurement process.*

*The Procuring agency shall allow 10 days, as described in ITB 35.2, between this letter of intent and letter of acceptance to allow aggrieved bidders to complain if they feel they have been treated unfairly in the decision.*

(Insert date)

To: \_\_\_\_\_ [Name and address of the Supplier]

This is to notify you that, it is our intention to award the contract for your Bid dated \_\_\_\_\_  
[Insert date] for execution of the [Insert name of the contract and identification number, as given in  
the BDS/SCC] for the Contract Price of \_\_\_\_\_

\_\_\_\_\_ [Insert amount in figure and words and name of currency]  
as corrected and modified [if any corrections] in accordance with the Instructions to Bidders or (for  
item-wise contract insert list of items price schedule as an attachment)

Authorized Signature: \_\_\_\_\_

Name and Title of Signatory \_\_\_\_\_

Name of Agency: \_\_\_\_\_

CC:

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

## SECTION V: ELIGIBLE COUNTRIES

Eligibility for the Provision of Goods and Related Services in RGoB-financed Procurement The RGoB permits firms and individuals from all countries to offer goods and related Services for RGoB-financed projects. As an exception, firms of a country, goods manufactured in a country or services provided from or by a country may be excluded if:

- 1.1. as a matter of law or official regulation, the RGoB prohibits commercial relations with that country; or
- 1.2. 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, the RGoB prohibits any import of goods from that country or any payments to persons or entities in that country.

For the information of Bidders, at the present time firms, Goods and Services from the following countries are excluded from this bidding:

- (a) With reference to Paragraph 1.1above:

*[insert list of countries prohibited under the law or official regulations of Bhutan]*

- (b) With reference to Paragraph 1.2above:

*[insert list of countries which are barred under UN Security Council Chapter VII]*

**PART2**  
**SUPPLY REQUIREMENTS**

**SECTION VI: SCHEDULE OF SUPPLY**

1. List of Goods and Delivery Schedule ..... 64

2. List of Related Services and Completion Schedule ..... 65

3. Technical Specifications ..... 66

4. Drawings ..... 68

5. Inspections and Tests ..... 68

## **Notes for Preparing the Schedule of Supply**

The Schedule of Supply shall be included in the Bidding Documents by the Procuring agency, and shall cover, at a minimum, a description of the Goods and Services to be supplied and the delivery schedule.

The objective of the Schedule of Supply is to provide sufficient information to enable Bidders to prepare their Bids efficiently and accurately, in particular the Price Schedule, for which a form is provided in Section IV. In addition, the Schedule of Supply together with the Price Schedule should serve as a basis in the event of quantity variation at the time of award of Contract in pursuant to ITB Clause 47.

The date or period for delivery should be carefully specified, taking into account (a) the implications of delivery terms stipulated in the Instructions to Bidders pursuant to the Incoterms rules (i.e., EXW; or CIF, CIP, FOB, FCA where “delivery” takes place when the Goods are delivered **to the carriers**), and (b) the date prescribed herein from which the Procuring agency’s delivery obligations start (i.e., notice of award, contract signature, opening or confirmation of the letter of credit).

### 1. List of Goods and Delivery Schedule

[The Procuring agency shall fill in this table, with the exception of the column "Bidder's Offered Delivery Date", which is to be filled by the Bidder]

Line Item N	Description of Goods	Quantity	Physical unit	Final (Project Site) Destination as specified in BDS	Delivery Date
1	LOT	As per BOQ/Design offered	As per BOQ/Design offered	<i>Bhutan Broadcasting Service Corporation Ltd., Chubachu, Thimphu; Bhutan</i>	90 Days



## 2. List of Related Services and Completion Schedule

*This table shall be filled in by the Procuring agency. The Required Completion Dates should be realistic, and consistent with the required Goods Delivery Dates (as per Incoterms)]*

<b>Service</b>	<b>Description of Service</b>	<b>Quantity<sup>1</sup></b>	<b>Physical Unit</b>	<b>Place where Services shall be performed</b>	<b>Final Completion Date(s) of Services</b>
	[insert description of Related Services]	[insert quantity of items to be supplied]	[insert physical unit for the items]	[insert name of the Place]	[insert required Completion Date(s)]
1	<i>Supply of goods</i>			<i>BBSCl, Thimphu, Bhutan</i>	<b>90 days</b>
2	<i>Installation, testing, commissioning and training.</i>			<i>BBSCl, Thimphu, Bhutan</i>	<b>30 days</b>
3	<i>Maintenance Support (Hard and Soft Part)</i>			<i>BBSCl, Thimphu, Bhutan</i>	<b>18 months</b>

1. If applicable

### **3. Technical Specifications**

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

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

- (e) List of detailed functional guarantees covered by the Warranty and the specification of the liquidated damages to be applied in the event that such guarantees are not met.

---

[TD1] Confirm the number

*“Summary of Technical Specifications; the Goods and Related Services shall comply with the following Technical Specifications and Standards:*

Item No	Name of Goods or Related Service	Technical Specifications and Standards
<i>[insert item No]</i>	<i>[insert name]</i>	<i>[insert TS and Standards]</i>
1.	BOQ/Offered design	Detailed System Integration and Upgrade Specifications

Detailed Technical Specifications and Standards [whenever necessary]

## Detailed System Integration and Upgrade Specifications

### A. Purpose of Tender

The purpose of this tender is to procure, install, test, and commission a comprehensive production automation and playout system. This system is intended to integrate seamlessly with the organization's existing broadcast infrastructure, enhancing operational efficiency, improving workflow automation, and ensuring reliable, high-quality content delivery.

#### 1. Testing and Commissioning Requirements

The bidder is responsible for the following tasks:

- **Installation and Configuration:** Proper installation and configuration of the production automation and playout systems to ensure seamless integration with the existing infrastructure.
- **Testing:** Conducting comprehensive testing in both isolated and live environments. This testing must verify smooth operation, minimal latency, and effective communication among the Octopus NRCS, router, switchers, production automation system, editing system, graphic system, and playout systems.
- **Training:** Providing thorough training sessions for technical staff and end-users to ensure efficient operation and maintenance of the new systems.
- **Commissioning:** Successful commissioning of the entire system, with verification that all components function cohesively and those broadcast workflows are uninterrupted.

### B. Existing system details

#### 1. Ross Ultrix Video Central Router System (128x128)

## Current System and Integration Requirements

- **Current System:** The station currently operates a 128x128 Ross Ultrix Video Central Router System, which supports two TV channels (CH1 and CH2).
- **Integration Requirement:** The existing router system must be integrated with the new Video Production Automation System. This integration will enable seamless control of the router's source and destination matrix, allowing operators to efficiently manage video routing for both ingest and playout processes within the Production Control Room (PCR) and Master Control Room (MCR) applications.

## 2. Ross Ultrix Video MCR Routers (16x16)

### System Overview and Integration Requirements

- **System Overview:** The station operates two 16x16 Ross Ultrix MCR Routers, designated as bypass systems for each channel (CH1 and CH2). These routers function as backup systems, activated during maintenance or in the event of a failure in the main router.
- **Integration Requirement:** These bypass routers must be integrated with the MCR playout automation system to enable automatic activation when the main router is undergoing maintenance or has failed. This integration will ensure uninterrupted broadcast continuity.
- **Inputs to Routers:** The bypass routers receive inputs from the 128x128 central router, studios, playout servers, and dedicated recorder/players.
- **Automation Control:** The automation system must provide comprehensive control over both the main and bypass routers. This setup should enable smooth, uninterrupted transitions during any failure or maintenance, ensuring broadcast stability.

## 3. Ross Gator MC1 Master Controller System Integration

### System Overview and Integration Requirements

- **System Overview:** Each channel (CH1 and CH2) is equipped with a Ross Gator MC1 Master Controller System, which manages input sources from both the main and bypass routers.
- **Integration Requirement:** The MC1 Controller must be integrated with the automation system to enable automatic switching between the main and bypass routers in real-time.
  - **Automatic Router Switching:** In the event of a failure in the main router input, the system should automatically switch to the bypass router, ensuring uninterrupted channel operation.
  - **Graphics Feed Management:** The MC1 Controller also manages feeds from an external graphics source. The automation system should handle seamless switching of graphics inputs, maintaining smooth transitions and visual consistency during broadcast.

## 4. Harmonic Video Servers

### Current Setup:

- The station currently utilizes two Harmonic video servers, each equipped with eight video I/O ports dedicated to video ingest and playout. These servers use the VDCP/API protocol for system communication.
- As one server (Spectrum X and Media Centre) is nearing end-of-life, plans are in place to replace them with a new playout server, described below.

#### **Port Utilization:**

- The system will continue using eight video I/O ports on the existing Harmonic servers, with an additional eight ports allocated to the new video server.
- Port configurations for the existing server are detailed in the document titled "Existing Harmonic Video Server (Port DWG: 1)."
- The configuration for the new server will follow Port DWG: 2, ensuring similar capabilities and port assignments for seamless integration and functionality.

#### 5. News Automation System: Octopus

- **Overview:** The Octopus Newsroom Computer System (NRCS) serves as the station's core news automation platform, supporting editorial workflows, rundown management, story scripting, and scheduling.
- **Requirements:**
- **Seamless Integration:** The proposed production automation system and playout system must integrate seamlessly with the Octopus NRCS.
- **MOS Protocol Support:** Integration should fully support the MOS (Media Object Server) Protocol, enabling real-time communication between the newsroom and control room. This will ensure smooth management of rundowns, scripts, and graphic templates.
- **Automation Capabilities:** The system should allow for the automatic retrieval of rundown data from Octopus, supporting automated playout, camera control, and transition management during live news broadcasts. This will enhance efficiency and coordination in the live production environment.

#### 6. Wasp3D (Beehive) Graphic System

- **Overview:** The Octopus Newsroom Computer System (NRCS) is integrated with the Wasp3D Beehive graphic system, enabling the creation and playout of real-time graphics for dynamic on-air displays during live news broadcasts.
- **Information:**
- **MOS Integration for Graphics Triggering:** The NRCS system triggers graphics directly from Octopus via MOS integration with the Wasp3D Beehive system.

#### 8. Existing Harmonic MG-BASE 4000 Server

##### **Server Specifications:**

- The existing Harmonic two **MG-BASE 4000** is equipped with **inbuilt RAID storage**, providing a total storage capacity of **16TB** each, connected to **Media grid 4000 of 96 TB storage**.

- Each server is designed to handle multiple channels simultaneously, enabling the storage of large volumes of video content for **real-time playout and ingest operations**.
- This configuration ensures high availability and reliability, supporting the station's demanding video production and broadcast requirements.

## 9. Production and Master Control Operations

**Current Workflow:** The current system is used for both production and MCR playout. **System 1** manages **Channel 1 (CH1)**, and **System 2** manages **Channel 2 (CH2)**.

- The workflow supports two **production studios** (news and program) and two **MCRs** (for CH1 and CH2), enabling the smooth execution of live broadcasts.
- **New Setup Transition:** In the new configuration, the **existing Harmonic systems** will be dedicated solely to **production playout**.
- The **new playout system** will take over **MCR operations** for both channels (CH1 and CH2).
- **Transition Plan:**
- The bidder is required to provide a **detailed transition plan** that minimizes any disruptions during the switch to the new setup.
- The plan should outline the steps to ensure **broadcast continuity**, keeping the broadcast operations running smoothly during the transition.
- It must include provisions to **maintain production workflows** without interruption, ensuring that the production studios and MCR operations can continue without delays or issues.
- By following this plan, the switch to the new playout system can be achieved efficiently while safeguarding the station's operational integrity.

## 10. Existing Harmonic MediaGrid 4000 Storage System

- **Usage:** The existing Harmonic MediaGrid 4000 Storage system is currently used for all online playout purposes, providing reliable and efficient storage for video assets.
- **Requirement:** The proposed production automation and playout systems must seamlessly integrate with the MediaGrid 4000, ensuring fast and reliable access to video content for playout.
- The system should be capable of interfacing directly with the Harmonic storage system to facilitate smooth video file handling, including:
  - **Loading** video content
  - **Storing** video assets
  - **Playout** of video files during live broadcasts
- This integration should optimize workflow efficiency, ensuring quick access to content while maintaining high-quality video playout during production.

## 11. New HD Production NAS Storage for Online Editing

- **Purpose:** The station is adding a new HD Production NAS Storage system specifically for online and offline editing purposes, designed to support video editing workflows and enhance production capabilities.

- **Requirement:** The new NAS storage system must be integrated with the video production automation system to ensure:
  - Content stored on the NAS is easily accessible for editing workflows.
  - Content can be efficiently transferred between editing stations and the playout system (for MCR production), enabling smooth content preparation and broadcast.
- **Compatibility:**
  - The integration must ensure full compatibility between:
    - The new HD Production NAS Storage system,
    - The existing Harmonic MediaGrid 4000 Storage (for PCR production automation system),
    - This compatibility will create a unified workflow for content editing, storage, and playout, ensuring seamless collaboration and minimizing disruption in the production pipeline.

## 12. Other Existing Equipment

- BBS possesses two **CISCO Nexus N9K-C93108TC-FX** switches and two **Nexus 3172TQ** core switches. These high-performance switches can be effectively utilized for designing and implementing the network infrastructure of the new automation and playout system.[TD1]
- BBS currently uses **10 Windows-based client systems** for its existing automation processes. These systems can be repurposed to serve as clients for the new automation system.
- The **Tektronix SPG** system currently generates Network Time Protocol (NTP) signals for BBS operations. This existing time synchronization infrastructure can be leveraged to ensure accurate and consistent time synchronization across all equipment in the new automation and playout setup.

## 13. Temporary Production Setup

- **Transition Plan Requirement:**
  - To prevent any disruptions in the broadcast workflow during the transition to the new system, the bidder must ensure a temporary production setup is implemented.
- **Temporary System Specifications:**
  - The temporary system must be fully operational and capable of supporting the daily production requirements of both studios (news and program).
  - This setup should ensure that all essential production processes continue without interruptions, including ingest, playout, and editing, while the new system is being installed and configured.
  - By providing a fully functional temporary system, the bidder ensures that the station can maintain normal broadcast operations while the transition to the new production automation and playout system is underway.

## 14. Clarification on Tender Specifications

The tender specifications outline the technical requirements for major equipment and various associated works. However, it is impractical to detail every minor aspect of the work involved in

setting up the required facilities. As such, bidders are expected to account for all necessary tasks and resources involved in the complete installation and commissioning of the system.

Additionally, the generic requirements outlined in the tender are not exhaustive and may be subject to changes based on the proposed solution design and workflow. Bidders should factor in potential adjustments to align with the finalized solution and operational needs.

To ensure a comprehensive understanding of the project requirements, bidders are encouraged to:

- **Conduct Enquiries**

- Firms may officially contact BBSC officials for clarification or additional information regarding the scope of work and specific requirements outlined in the tender.
- Proactive communication will help address any ambiguities and ensure accurate preparation of the bid.

## 2. Site Visit and Assessment

- It is strongly recommended that representatives from the bidding firms visit the project site to assess the actual work environment, infrastructure, and specific requirements firsthand.
- A site visit will provide bidders with critical insights into the technical, logistical, and operational challenges that may not be fully detailed in the tender document.

## C. New Video Server Specifications

The video server specifications outlined below are designed to meet the stringent requirements of a broadcast-quality, integrated video server and automation system for Bhutan Broadcasting Service Corporation Limited (BBSCL). This system is aimed at ensuring:

- **24/7 Transmission Support:** The system will provide **round-the-clock** transmission capabilities for BBS channels, ensuring continuous and reliable broadcasting.
- **Automated Media Management:** The system will facilitate **automated media management**, allowing for seamless scheduling, ingest, playout, and storage of content without manual intervention, improving operational efficiency.
- **High Uptime & Reliability:** The video server will be built to ensure **high uptime**, minimizing the risk of downtime and ensuring that broadcast operations run smoothly without interruptions.
- **Broadcast Reliability:** The system is designed to meet the highest standards of **broadcast reliability**, ensuring that BBS's programming is consistently delivered with high-quality video and audio, supporting both live and pre-recorded content.

These specifications will provide a robust foundation for BBSCL's broadcast operations, supporting their long-term goals of seamless media management and broadcast reliability.

### 1. Quality Control (QC) Capabilities



- **Integrated Quality Check (QC) System:** The system must feature a built-in Quality Check (QC) mechanism that ensures only media files conforming to predefined specifications (such as codec, wrapper, resolution, and bitrate) are accepted for processing.
- **Handling QC Failures:**
  - **Automatic QC Failure Detection:** The system should automatically **flag media that fails QC tests** based on the specified criteria (e.g., codec mismatch, resolution issues, or incorrect wrapper).
  - **Error Reporting and Corrective Action:** Upon flagging a failure, the system must generate **detailed error messages** that specify the nature of the issue, providing actionable insights for corrective action.
  - **Error Media Management:** Media that fails QC must be **automatically moved to a designated “Error” folder**, ensuring quick identification and resolution.
- The Video server should have rackmount redundant power supply-based system.
- The OEM should be able to demonstrate all the features as listed in the tender specifications.
- Total Number of Server (1+1) = 2

### **The minimum hardware requirement**

Form Factor – 1RU with 8 Bi-directional I/O Ports Each Server

CPU: Dual Intel Xeon 24C/48T or higher

Motherboard: CPU compatible

RAM: 64 GB DDR4

HDD: 2 X 480GB SSD on Raid 1

INTERNAL storage – 15 TB RAW – SSD Storage

Network Adapter: Dual 10Gbps SFP+ or 10G Base T

Power Supply: Dual hot plug

## **2. System Overview and Purpose**

- The system should include comprehensive automation features, including:
  - **Automated Video Files management & File Movement**
  - **Monitoring**
  - **Ingest and preview& Browse** capabilities without disturbing the recording process

## **3. Broadcast Quality and Uptime**

- The video server hardware should meet **broadcast-quality standards** suitable for continuous operation in a 24/7 environment.
- The system must guarantee an **uptime of 99.999%**, ensuring minimal downtime and consistent on-air performance.
- The server should initially support **HD/SD** video formats, with a provision for future upgrades to **UHD** formats to maintain flexibility and longevity (In future, server should be capable to play 2 Ports UHD/4K Content from each Video Server with adding (4K I/O) Card & software license if require)

#### 4. Compatibility with HDTV Standards

- **HDTV Support:** The system must also support **High-Definition Television (HDTV)** with a resolution of 1920x1080/50/I, compliant with **SMPTE 292M** and **ITU-R BT 709** standards, without requiring hardware changes.

#### 5. Bidirectional Ports

- The new playout **Video servers** should have total number of 8 bidirectional Ports enabled with Main & Backup for MCR & Ingest purpose also if require the remaining port can be enabled with additional software licenses. Each server should be equipped with a total of 8 -**Eight video I/O ports** (as per **Port DWG: 2**).
- These servers must be equipped with **inbuilt RAID storage** offering **16TB of RAW capacity** per server.
- Although the requirement specifies 8 ports, the bidder should factor in the inclusion of preview ports to accommodate ingest and playout functionalities. As a minimum, each port should include a preview port.

#### 6. Codec and Wrapper Support

- **Codec Support:** The video server should support a wide range of professional broadcast codecs, including:
  - **XDCAM HD 422**
  - **MPEG-2**
  - **DV**
  - **H.264**
  - **H.265**
  - **XAVC**
  - **HEVC**
- **Wrapper Support:** The system should support the. mxf wrapper format for compatibility with most broadcast workflows.

#### 7. Dynamic Ingest and Playout

- The **bidirectional ports** should allow **dynamic switching** between ingest and playout modes without requiring a server reboot.
- The system should offer **edit while ingest** functionality, allowing editing of media files as they are ingested into the system.
- It should be possible for an operator to define source and destination for ingest.
- Edit while ingest and play while Ingest should be possible with a delay of as less as 15 seconds from the start of recording.
- Additionally, the server must support **play while ingest** capabilities, enabling playback of media content as it is being ingested.

It should also provide high bandwidth networking capabilities (10G SFP+) so that video/audio sources can be directly recorded on External storage.

- Provision for file based ingest is also required, it should be possible to ingest full resolution media directly to the server without any additional gateway.

## 8. Form Factor

- The video server system should be housed in a compact **1RU form factor**, making it space-efficient for broadcast environments.

## 9. Inbuilt Graphics Capabilities

- The inbuilt graphics system should offer advanced functionalities, including:
  - **L-BAND display**
  - **Animated logos**
  - **Single ticker** for scrolling text
  - **Bugs** such as "Back in," "Coming up," and "Up next" graphics
  - Full-frame support for **TGA** and **PNG sequences** (import and play)
  - The offered system should also include a broadcast Bidder should provide necessary software and interfaces for simple Import of logo graphic files and other commonly used graphic file formats through industry standard interfaces/ports.
  - The system application should permit creation and saving of repeatable templates. The templates with all the associated data will be populated at the moment of going to air. These templates should collect the data from multiple sources. In case of playlist changes, the associated XML metadata should maintain the correct associations so that the proper content should be played out.
  - It should have full Unicode support with multiple text entry orientations including right to left and top to bottom.

## 10. Logging and Reporting

- The proposed system should generate **AS RUN logs**, which can be exported in **CSV** and **XML** formats for integration with third-party tools and archival purposes.

## 11. Dynamic Content Replacement

- The system should support **SCTE 35** or **SCTE 104** standards for dynamic content replacement, with the ability to enable this feature via a software upgrade in future.

## 12. Client-Server Architecture

- The system should follow a **client-server architecture**, ensuring scalability and efficient management across multiple locations.
- **Operating System:** The video server operating system must be **original**, ensuring reliability, security, and performance.

## 13. Integration and Control

- The server should support industry-standard protocols like **FTP/SMB/CIFS/NFS** for file transfers.

- It should offer an **API/PROTOCOL** for integration with third-party devices and systems. This API should allow control over playout operations and secondary graphic elements.

#### 14. Storage Specifications

- **Internal Storage:** The server should be equipped with a minimum of **15TB RAW SSD internal storage** to accommodate large volumes of video content.
- The storage system must support **RAID-5** or **RAID-6** or latest configurations for data redundancy and increased reliability.
- For higher file transfer throughput, the server must include **enterprise-level SSD Drives**.
- The server's operating system should run on a **separate RAID-1** based SSD Drives to ensure fast boot times and system stability.

#### 15. Network and File Transfer

- The video server should include **dual 10G SFP+** or **10G Base-T** interfaces or more for high-speed network connectivity.
- Each server must provide at least **400MBps** file transfer throughput to ensure smooth and fast ingestion and distribution of media.

#### 16. Licensing and Perpetual Use

- All required software licenses for the video server and associated features should be **perpetual**, with no recurring licensing fees for future use.

#### 18. Administration and User Management

- All administrative tasks should be manageable via a **web-based client**, offering an intuitive interface for system administrators to handle content management, system monitoring, and user management from any location.
- A **software-based control panel** for the router is required on the client computer, with group-based source and destination control, allowing operators to switch between multiple inputs and outputs efficiently.
- The control panel should also facilitate easy management of different video sources, including live studio feeds, external inputs, and playout from servers.

### D. New Broadcast NAS Storage System Requirements

The new **Broadcast NAS (Network Attached Storage)** system will serve as the MCR **online and offline editing** and **production** workflows, ensuring seamless integration with the existing infrastructure and meeting the high demands of a broadcast environment.

#### 1. System Capacity and Scalability

- **Initial Capacity:** The system should provide a minimum of **256 TB** raw to meet current production and editing requirements. This will typically include:
  - **High-definition (HD)** video content.

- A scalable architecture to handle future content growth, potentially including **4K/UHD** material.
- **Scalability:** The storage solution must be scalable to allow easy expansion in terms of both storage capacity and bandwidth as the station's production needs grow. It should allow for:
  - Non-data disruptive storage expansion with Single name space
  - Modular storage that can be added as needed without service interruption.

### **Storage Hardware:**

- The Storage Hardware should have at least dual Intel Xeon processor or similar.
- System should have minimum 64GB DDR4 memory
- Storage disks: 16 x enterprise-grade HDDs in 4, 6, 8, 10, or 16 TB capacities, hot-swappable, front accessible, RAID-6 protection (14+2)
- RAID Controller and standard RAID 6 protection
- The Drive should be hot swappable
- Hot-swappable Power Supplies, Fans, Media, and OS drives
- 4 x 1 Gb ports included ,10GBASE-T, 10 GbE SFP+, 10/25G SFP28, and 100/50/40G QSFP28 NIC options should be available
- Operating System (OS) disks: SSDs, hot swappable, rear-accessible, RAID-1 protection (1 +1)

### **Storage Features:**

- It should be a file system-based storage solution
- File System Native Client driver for Windows, Mac and Linux OS
- Ability to scale storage and bandwidth with no downtime (on the fly)
- Should support traditional protocols (SMB, NFS)
- Admin application to manage users, permissions, quotas, workspaces, projects, reporting and other aspects of system
- ADSSO integration
- Should have Integrated VPN solutions for remote user access and real-time editing without content downloading
- Multisite capability with file accelerated built in Data transfer tools

### **Real-time Asset Audit and Monitoring:**

- Should have inbuilt Time-based, Event-based, User-based, IP-based filters to Identify user access and computer used
- Should have inbuilt Real-time storage health monitoring web interface
- Should have inbuilt Storage bandwidth reservation tool for individual users, groups, or workstations
- Should have Inbuilt Archive software module

The storage should have Inbuilt Production Asset Management: With below mentioned features

- File Ingest, Logging, Cataloging, Searching
- Ability to create proxy files

- Ability to do rough cuts using web interfaces
- Ability to share the rough-cut created in web-based tool with
  - - Adobe Premiere Pro
  - - Davinci Resolve
  - - Avid Media Composer
  - - Final Cut Pro X
- Should have panel integration with Adobe Premiere Pro and DaVinci resolve
- Ability integrates with third party storage locations with SMB protocol
- Should support proxy-based Edit Workflow in Adobe Premiere pro and Davinci Resolve, which can be relinked to the high-res within the timeline.

### Cloud Support:

- Proposed solution should have integration with Amazon S3, Wasabi, Black blaze Cloud object storage locations

### Compatibility:

- Apple Final Cut Pro X, Adobe Premiere Pro, DaVinci Resolve and Avid Media composer

### Performance:

- The storage System should sufficient to manage minimum 156 stream XDCAM HD 1080i/25

## 2. High Performance for Online Editing

- **Data Throughput:** The NAS system must support high-performance workflows that demand low-latency and high-bandwidth access for online video editing tasks. The system should be able to:
  - Handle **multiple simultaneous streams** of high-resolution video (e.g., HD and 4K).
  - Provide **low-latency** read/write access for video editors working in non-linear editing systems (NLEs).
- **Bandwidth Requirements:** The system must provide enough bandwidth to meet the demands of multiple editors working on video projects concurrently without performance degradation. For example:
  - Support for **10GbE**, or **25GbE** network interfaces, depending on the workload and the number of simultaneous users.
  - Capability of supporting several video editors working on **multi-cam HD** or **4K/UHD** video projects in real-time.

## 3. Integration with Existing Infrastructure

- **Compatibility with Production Automation:** The NAS storage must seamlessly integrate with the new **video production automation system**, existing storage and playout system, existing archive system and new playout server, allowing easy access to media files for editing and playout. The integration should include:

- **File sharing and management:** Ensuring that media assets can be accessed and shared between the NAS, video editors, and playout servers (e.g., **Harmonic video servers**).
- **Centralized Media Management:** The system should work with the production automation system to ensure media files are centrally stored and managed.
- **Existing Storage Systems:** It should be compatible with the station's **Harmonic MediaGrid 4000** storage system to ensure efficient file transfers between the NAS storage (for editing purposes) and the playout storage.

## 5. High Availability and Reliability

- **24/7 Operation:** The system should be designed for **24/7 continuous operation** to support real-time editing and production processes, ensuring there are no disruptions to critical workflows.
- **High Availability Architecture:** The system must include fault-tolerant hardware and software components that guarantee continuous operation. Features should include:
  - **Redundant Power Supplies:** Multiple power supply units (PSUs) that ensure the system remains operational in the event of a PSU failure.

## 6. Data Management and Workflow Integration

- **File and User Access Management:** The NAS system must support a robust access control mechanism, allowing specific users and groups to have restricted access to certain files or directories. It should include:
  - **User Authentication:** Integration with existing directory services such as **Active Directory (AD)** or **LDAP** for secure access and management.
  - **Permission Control:** Granular permission control for individual users and teams, ensuring proper file access rights are enforced.
- **Multi-User Collaboration:** The system must allow for seamless multi-user access, ensuring that editors, graphic designers, and producers can collaborate in real-time. It should support:
  - **Simultaneous file access:** Multiple editors should be able to access and edit media files concurrently without causing file corruption or workflow disruption.

## 7. Network Protocols and Connectivity

- **Supported Network Protocols:** The NAS system should support a variety of network file sharing protocols to ensure compatibility with different workstations and editing systems, including:
  - **SMB/CIFS:** For Windows-based systems.
  - **NFS:** For Linux-based systems.
  - **AFP:** For macOS-based workstations.
- **Network Performance:** The system should support high-speed network interfaces (e.g., **10GbE, 25GbE, or 40GbE**) for fast data transfer and low-latency access to media files during editing and production.

## 8. Management and Monitoring Tools

- **Centralized Management Interface:** The system should include an easy-to-use web-based management interface that allows IT staff to monitor storage health, performance, and usage. Features should include:
  - **Real-Time Monitoring:** Dashboards for monitoring performance, disk usage, network activity, and system health.
  - **Alerting System:** Configurable alerts for potential issues such as drive failures, network interruptions, or storage capacity thresholds.
- **Data Analytics:** The system should provide tools for analyzing storage usage, helping administrators understand data trends and manage space efficiently.

## 9. Security Features

- **Access Control:** Robust access control policies should be enforced to prevent unauthorized users from accessing or modifying critical production files.

## 10. Vendor Support and Maintenance

- **Technical Support:** The vendor must provide 24/7 technical support and service-level agreements (SLAs) to resolve critical issues quickly and ensure minimal downtime.
- **Software and Firmware Updates:** The vendor should offer regular software updates to ensure the NAS system remains compatible with evolving production workflows and security requirements.
- **Training and Documentation:** Detailed documentation and training for technical staff should be provided to ensure proper installation, configuration, and ongoing management of the NAS system.

## E. Automation Specifications

### 1. Purpose

The purpose of this tender is to procure a **reliable and robust solution** for the **supply, installation, testing, and commissioning** of a comprehensive **playout (PCR and MCR) and ingest automation system**. The system must integrate seamlessly with the station's **existing infrastructure**, including routers, playout systems (existing and new), Octopus (newsroom automation), and storage systems, while providing **future scalability** for enhanced workflows and operational efficiency.

### 2. System Requirements

#### Full Control of Existing Systems

The playout and ingest automation system must be capable of controlling and integrating with the following existing systems:

- **Video Routers:** Seamless integration and control of all video routing systems for efficient signal management.
- **Octopus News Automation:** MOS integration with the Octopus newsroom system, ensuring smooth collaboration between news, playout, and ingest teams.



- **Playout Systems:** Full automation and synchronization with existing and new playout systems for streamlined operations.
- **Storage Systems:** The solution must integrate with the station's **Harmonic MediaGrid Storage** and any new NAS systems for centralized and accessible media storage.

### Centralized Media Asset Management (MAM) System

The system must include a **MAM system** with the following capabilities:

- **Basic Features: Ingest and MCR** clients should have a basic Mark-IN & Out **editing feature** with a preview in the client to create a sub-clip & play from the adjusted duration to eliminating the need for external editing software.
- **Centralized Naming and Metadata:** Whether a media asset is created in **Octopus**, during **ingest**, or through **editing**, it should follow a centralized media naming and metadata system to ensure consistency.
- **Customizable Metadata Categories:** The system administrator must be able to configure metadata categories, source and destination settings, and other system parameters to match evolving requirements.

### Scalable and Customizable Architecture

- The system must be designed for **future scalability**, allowing for the easy addition of new channels, storage, and users as needed.
- The given MAM system should have Cluster based architecture for more scalability load sharing.

## 3. User Interface and Accessibility

### Uniform User Interface (UI) Across Clients

- The automation system must provide a **similar user interface (UI)** for all operators, including those working in **News Room (Octopus)**, **Production, Master Control Room (MCR)**, and **ingest**. This consistent UI will reduce training time and ensure intuitive operation across departments.

### Web-Based Access for Editors

- The system should provide **web-based access** for editors, allowing them to log in from any authorized device to create **JobID** for future media ingest or playout.
- **JobID Creation:** Editors should have an easy-to-use interface for the creation of JobID, which will be automatically updated with media files once they are ingested or edited.

## 4. JobID Creation System

### Automatic JobID Generation

- The system must automatically generate **unique JobIDs** based on predefined criteria. The JobID will follow a structure that reflects specific metadata elements, ensuring clear and logical job tracking across departments.
- **JobID Format:** The following structure will be used to create JobIDs:

<b>XXXX</b>	<b>XX</b>	<b>XX</b>	<b>XX</b>	<b>XXXX</b>
Assigned Criteria	Year	Month	Day	Auto-generated Alphanumeric Code

- The criteria for the JobID will be configurable by the system administrator to reflect the operational needs of different departments, ensuring consistent and traceable job management across the ingest and playout workflows.
  - For **news automation, Octopus** should create a placeholder (PH) using the same JOB ID with the criteria set to "news." Once video clips are linked to the placeholder, the name can be updated to VS/FS (reflecting the assigned name when the clip is ready) and prepared for on-air playback.

### Examples of JobID Components:

- **Criteria Assigned:** This may include specific projects, department codes, or content categories.
- **Year/Month/Day:** Automatically populated based on the date of job creation.
- **Auto Alphanumeric:** A random string generated by the system to ensure uniqueness.

## 5. Administrative Flexibility

### Customization by Administrators

- The system must empower administrators to easily make **configuration changes** such as:
  - Modifying source and destination settings for ingest and playout.
  - Adding or removing metadata categories and criteria.
  - Managing user access and permissions.

### System Monitoring and Reporting

- The MAM system should include **reporting tools** that allow administrators to track media usage, ingest and playout activities, and system performance.
- **Error Logs:** The system should capture detailed logs of system errors and warnings for diagnostic purposes.

## 6. Integration and Workflow Efficiency

### Seamless Workflow Integration

- The proposed solution must integrate with **existing workflows** to ensure no disruption in day-to-day operations during and after implementation.

- **Future Integration Capability:** The system should support future integrations with third-party systems, should the station adopt new tools or expand operations.

## Automation and Efficiency

- The automation system should provide tools to automate repetitive tasks, reducing manual intervention in the ingest, editing, and playout processes.
- Queue Jobs should reinitiate with a button that allows users to reinitialize failed transfers. This feature ensures that any transfer failures during ingest or playout can be quickly retried without restarting the entire process.

## System Control and Integration

- **Single Client Application Control:**

The automation system must manage both the existing Harmonic Video Server and any newly proposed video servers from a single client application. This will simplify operations by consolidating control within one interface, reducing operational complexity.
- **API-Based Control for Harmonic Video Server:**

The system must interact with the Harmonic Video Server via its API. This API-based control ensures that the automation software can:

  - Initiate playout commands
  - Manage ingest operations
  - Handle media transfer between storage and the server
  - Ensure compatibility with other third-party systems through API integrations

## Software Architecture

- **Client-Server Architecture:**

The automation software should be designed using a **client-server architecture**, where:

  - **Server-Side:** The server application must run on an original and genuine operating system, offering robust performance, stability, and security.
  - **Client-Side:** The client application must support native installations on:
    - **Linux:** For operational flexibility within open-source ecosystems.
    - **macOS:** Ensuring compatibility with creative production environments.
    - **Windows:** Allowing easy integration with the most common broadcast infrastructure.

The client applications should provide a consistent user experience across all supported platforms.

## Automation of Playout & Ingest

- **Playlist Management and Integration:**

The system must support importing playlists directly from external **traffic and scheduling systems**, allowing it to automate and control the playout operations based on predefined schedules. The automation system should:

- The offered system should be Automatic generate the As-Run-Logs for BMS Systems
- Handle last-minute changes to playlists with minimal disruption
- Provide preview capabilities to operators for schedule verification (With Preview port)

- **Automated Media Transfer:**

The automation system should automatically manage the transfer of required media files from the central storage to the video server for playout. This feature should include:

- **File Verification:** Ensuring that all necessary files are correctly transferred and verified before playout begins.
- **Optimized Transfers:** The system should support high-speed data transfers and prioritize content based on playout schedules to avoid delays.
- It should resume the playout from the last known position in case of interruption and it should also allow the user to jump from one line in a playlist to another during production, regardless of whether or not the current event has finished. In that case the remaining playlist should be automatically modified accordingly. The system should also have the facility to pause and play the playlist manually.
- The automation system should be capable of moving old clips automatically to the shared storage after a preset duration for archival or it should have a housekeeping policy that can be defined by admin users

- **Proxy Media Transmission to NRCS (Newsroom Computer System)**

- **Proxy File Generation and Distribution:**

The automation system must be capable of automatically generating proxy (low-resolution) media files and sending them to the NRCS using the **Media Object Server (MOS) protocol**. This ensures seamless interaction between the automation system and the newsroom software for:

- **Editing:** Allowing newsroom editors to access and work with proxy media within their workflows.
- **Playout:** Ensuring newsroom-generated content is available for live broadcast as needed.

- **Ingest Operations**

- **Ingest Control Interface:**

The system must feature a highly intuitive and user-friendly **ingest control interface**, enabling operators to:

- **Ingest Media Files:** Easily select and ingest media into the video server with simple drag-and-drop functionality.
- **Metadata Tagging:** The system should allow operators to input metadata during ingest, which is essential for future content retrieval and categorization.
- **Manual Override:** Operators should have the ability to override automation settings and manually manage media ingestion and playout when needed.

- **Real-Time Monitoring:**

The interface should allow real-time monitoring of both ingest process and playout operations, including:

- **Transfer Status:** Visual feedback on the progress of file transfers from central storage to the video server.
- **Ingest Schedules:** A clear overview of scheduled media ingests, enabling the operator to prioritize or adjust tasks as necessary.
- System should provide the current status of the ingestion process to the operator with an option to abort any time.

## **System Flexibility and Scalability**

- **Scalability:**

The automation system should be scalable, allowing for future expansion in terms of:

- **Storage:** The ability to integrate with new or expanded storage systems as required.
- **Video Servers:** Seamless addition of new video servers to the automation system without significant downtime or changes in operations.
- **Workflows:** The system should support a wide range of broadcast workflows and media formats, providing flexibility as production and playout needs evolve.

- **Fail-Safe and Redundancy:**

The system must have built-in redundancy and failover mechanisms to ensure uninterrupted playout in case of system failure. This includes:

- **Backup Systems:** Automatic switchover to backup servers or media if the primary system encounters issues.
- **Error Logging:** Comprehensive logging and error reporting to facilitate troubleshooting and timely resolution of problems.

## **User Interface and Control**

- **Ease of Use:**

The user interface (UI) must be intuitive and designed for operators of all skill levels. It should:

- Offer drag-and-drop functionalities for media transfers and playlist updates.
- Feature customizable layouts for different users or roles (e.g., ingest operators, playout supervisors, system administrators).
- Provide real-time data on system status, playout status, and media file availability.

- **Operator Controls:**

The UI should provide operators with easy-to-use controls for:

- **Manual Override:** Allowing quick intervention if any automation fails or if there is a sudden change in requirements.
- **Live Updates:** Ability to make last-minute updates or changes to the playlist without disrupting ongoing playout.
- **Monitoring Tools:** Clear visibility of the system's current status, including which media files are queued, in use, or needing transfer.

## F. Archive System Integration for BBS

- **Existing Archive Setup:** BBS uses an archive system that consists of **ArchiwareP5** software, **Promise Pegasus Pro nearline storage**, and **LTO9 tape base library** for deep archiving.
- **Ingest and MCR Client Requirements:**
  1. **Send Clips to Archive:** The production automation clients must have a feature that allows operators to send video clips, along with their associated metadata, to the **Promise nearline storage**.
  2. **Retrieve Archived Clips:** The clients should also have the capability to retrieve video clips from the **Promise nearline storage**, where archive personnel store and manage relevant clips for broadcast.
  3. Given MAM System needs to integrate with API or watch folder-based integration with Archival system for Archive & Retrieval operations

## G. Master Control Room (MCR) Requirements

### 1. MCR Playout (24/7 Operation)

- The MCR must support **24-hour playout operations** for uninterrupted broadcasting.
- **Manual Playlist Creation:** The playout is created manually by operators, allowing flexibility to manage live and pre-recorded events.
- **Live Event Integration:** The playlist must allow inserting router sources (PCR1, PCR2, etc.) for live events.
- **Commercial Clips & Secondary Events:** Secondary events should include attributes for branding graphics such as crawls, dynamic text, animated logos, tickers, and L-band/squeeze band graphics, all of which should be logged in the **As-Run log**.

### 2. MCR Playlist GUI

- The MCR playlist system should provide a **user-friendly GUI** that supports:
  - **Clip, Playlist, and Event Browsing:** Ability to manually browse and edit the playlist.
  - **Multiple Playlist:** Operators should be able to open multiple playlist/blocks simultaneously for editing the same or different playlists.
  - **To Be Aired and History:** The GUI should display upcoming events ("To Be Aired") and the two most recent events marked as **DONE**.

### 3. Skipped Events

- Events can be marked as **Skipped** in the playlist. These events won't go on air unless manually un-skipped.
  - **Planning Tool:** This feature is useful for handling timing gaps in live events, where skipped events can be aired to fill gaps or adjusted for live event overrun.
  - **Visual Indicator:** Skipped events should appear dimmed differently

#### 4. Multiple Events

- The playlist should allow for **multiple secondary events**, where only one event goes to air, but others remain available for last-minute operator changes depending on the offset.

#### 5. Automated and Manual Payout Control

- **Automation Modes:**
  - **AUTO Mode:** The system automatically controls payout.
  - **MAN Mode:** The next event must be manually started by the operator. If an event with an estimated duration goes on air, the system should automatically switch to **MAN Mode**.

#### 6. Preparation of Next Event

- **Next Event Preparation:** When the current event starts, the next event is automatically prepared, and all involved devices receive commands to be ready for payout.

#### 7. Frame Accurate Payout

- The system must synchronize all devices for **frame-accurate payout**. Each device's processing delay is factored in so that payout commands are sent precisely **T minus device processing delay**.

#### 8. Shortest Duration of an Event

- The minimum duration of any event must be long enough for all devices to prepare the next event. **Video server cue time** is the critical factor in determining this value.

#### 9. Countdown

- The automation GUI must display a **countdown timer** for the event currently on air. The timer counts down to zero, after which it turns red and begins counting up the delay.

#### 10. Manual Control of Devices

- The automation system should **automatically turn off secondary events** as soon as the associated primary event is finished, reducing human error.

#### 11. Playlist Editing

- **Aired Event:** Once an event is marked **ONAIR**, it cannot be edited.
- **Next Event:** The next event can be edited, but once it is prepared for payout (marked **ONAIR**), it becomes locked.
  - **Alternative 1:** The operator manually parks the next event after editing.
  - **Alternative 2:** The system automatically parks the next event after editing.

#### 12. A/B Mode Video Server Payout

- The system must support **A/B mode** for playout from video servers, with **mirrored playout** for redundancy. video server ports should represent two physical playout ports (main and backup), and all commands are sent synchronously to ensure **frame-accurate** mirroring.
- **Failover:** If the primary video server fails, the system must automatically switch to the backup without interrupting the on-air feed.

### 13. Mixer Control

- The MCR system must support **X and Y transitions**, wipes, mixes, pattern selection, and transitions of varying durations (cut, short, medium, long).
- **Keyers and Logo Insertion:** The system should control two keyers and allow the insertion of logos, with the ability to toggle between multiple logos.
- **Bypass Router Control:** The system should control a bypass router to ensure that dedicated router outputs mirror the main switcher's program output. This provides a **backup solution** in case the main switcher fails or is under maintenance.

## G. AMC/SLA Terms and Conditions

Bidders are required to submit their **Terms and Conditions** for the **Annual Maintenance Contract (AMC)** as part of the tender submission. Key aspects to include:

### 1. Contract Duration and Scope

- **First Year (Warranty Period):** AMC must cover both **hardware and software**.
- **Years 2-5:** AMC must cover both **hardware and software**
- **Year 6-10:** AMC covers **software maintenance only**.

### 2. Service Level Agreement (SLA)

Provide response and resolution times for:

- **Critical Issues** (System down).
- **Major Issues** (Significant impact).
- **Minor Issues** (Low impact).

Include preventive maintenance schedules and remote support options.

### 3. Charges and Payment Terms

- **First Year Charges (Warranty Period):** Include both hardware and software.
- **Years 2-5 Charges:** Include both hardware and software
- **Years 6-10 Charges:** For software only.
- Provide transparent pricing and payment terms detailing each cost.

### 4. Software updates

The OEM or bidder should ensure that free software updates or upgrade are included as part of the package.



## 5. Evaluation of AMC Charges

AMC charges will be evaluated based on:

- First-year (hardware + software).
- Years 2-5 (hardware + software).
- Years (6-10) (software only).

## 6. Hardware Response

Outline response time for hardware repair or replacement.

## 7. Transition to Software-Only Support

Provide a clear plan for transitioning to software-only support.

## 8. Penalties and Termination

- Specify termination conditions with notice period and refund policy.

## H. Software and Licenses Requirements

### 1. Modular, Compatible, Expandable, and Proven Bug-Free Software:

- All software provided must:
  - Be **modular** to allow independent upgrades or replacements of system components without affecting the whole system.
  - Be **compatible** with existing BBSC systems, workflows, and hardware.
  - Be **expandable**, supporting future scalability in terms of users, capacity, or new functionalities.
  - Be **proven to be bug-free** in operational environments similar to BBSC.
- **Proven Track Record Requirement:**
  - Vendors must supply software with a documented history of successful implementation in comparable broadcast systems.
  - BBSC reserves the right to reject any unproven software, prioritizing solutions with well-established reliability and performance.

### 2. Media Delivery and Licensing in BBSC's Name:

- **Software Media:**
  - All supplied software must be delivered on USB drives, DVDs, or any other suitable storage media.
- **Licensing Requirements:**
  - Licenses must be issued directly in the name of **Bhutan Broadcasting Service Corporation Limited (BSCL)**.
  - Vendors are responsible for providing authentic **license certificates** for major software. These certificates will serve as proof of legality and ownership.

### 3. Software Damage Repair or Replacement During Warranty:

- Vendors are responsible for repairing or replacing any damaged software, regardless of the cause of damage, **free of cost** during the warranty period.

- This ensures uninterrupted system operation and eliminates additional costs for BBSC.
4. **Customization for BBSCL's Needs:**
- **Customization During Installation:**
    - The software must be tailored to meet BBSCL's specific system requirements during the setup phase.
  - **Customization During Warranty:**
    - Further adjustments to improve compatibility or performance must be provided as needed during the warranty period at no additional cost.
5. **Authentic and Guaranteed Licenses:**
- Only **original software licenses** will be accepted.
  - Vendors must ensure that these licenses are covered under the **manufacturer's guarantee**, providing assurance of authenticity and reliability.
6. **Software Upgrades and Modifications:**
- **Notifications to BBSC:**
    - Vendors must notify BBSC of any updates or modifications to the software during the warranty period and afterward.
  - **Upgrades During Warranty:**
    - All software upgrades and patches during the warranty period must be provided free of charge.
  - **Upgrades Under AMC:**
    - After the warranty period, upgrades should be covered under the Annual Maintenance Contract (AMC).
  - **Methodology for Upgrade Notifications:**
    - Vendors must outline a clear process for notifying BBSC of updates. This includes an automated or manual notification system and a certificate of compliance from the Original Equipment Manufacturer (OEM).
  - **OEM Certification:**
    - A certificate from the OEM must be provided to confirm the methodology for ensuring BBSC is informed of any software updates and upgrades.

#### **Additional Notes for Bidders**

- The tender submission must include:
  1. Evidence of the software's proven track record in similar broadcast environments.
  2. Licensing certificates and guarantees from the software manufacturers.
  3. A clear commitment to free repairs, upgrades, and customization during the warranty period.
  4. Detailed methodology for upgrade notifications and a certificate of compliance from the OEM.

## **I. System Drawings Requirement**

### **1. Detailed Colored Schematic Drawings:**

- **Mandatory Submission:**
    - Bidders must provide **detailed colored schematic drawings** of the entire proposed system. These drawings should:
      - Clearly illustrate the arrangement of all equipment.
      - Include connectivity diagrams showing how each component integrates with existing BBSC infrastructure.
      - Display logical and physical connections, such as signal flows, power requirements, and control interfaces.
  - **Cable Schedule:**
    - The schematic drawings must include a **cable schedule**, listing:
      - Cable types, lengths, and quantities.
      - Connector types at both ends.
      - Routing information and termination details.
2. **Integration with Existing Systems:**
- The submitted diagrams must explicitly demonstrate how the offered system will connect and integrate with BBSCL's **current infrastructure**. This includes:
    - Video production systems, storage solutions, playout servers, and automation systems.
    - Relevant software, control systems, and network configurations.
  - A lack of integration details will lead to **automatic disqualification**, as it reflects inadequate understanding of BBSCL's operational setup.
3. **Editable Drawings in Preferred Formats:**
- **Submission Formats:**
    - The drawings must be provided in an **editable soft copy** to allow BBSC to make future adjustments or reference them during implementation and maintenance.
    - Preferred formats include:
      - **Microsoft Visio** (.vsdx)
      - **AutoCAD** (.dwg or .dxf)
    - Other compatible formats may be accepted if pre-approved by BBSCL.
  - **Color-Coded Diagrams:**
    - Use color coding to distinguish between different signal types (e.g., video, audio, control, network) for better clarity.
4. **Evaluation and Compliance:**
- The submitted diagrams will be evaluated for:
    - **Completeness:** Does the drawing cover all components and connections in the proposed system?
    - **Accuracy:** Are the connections and equipment configurations consistent with the technical proposal?
    - **Detailing:** Does the diagram provide sufficient detail to reflect a thorough understanding of BBSCL's requirements and workflow?
  - **Disqualification Clause:**
    - Incomplete, generic, or vague diagrams that fail to convey a comprehensive understanding of the system and its integration with existing infrastructure will result in **immediate disqualification**.

## Additional Notes for Bidders

- **Documentation Standards:**
  - Diagrams should adhere to standard drawing practices and include:
    - A legend for symbols and color codes.
    - Titles, labels, and version information for traceability.
    - A revision history for future updates.
- **Collaborative Review:**
  - After submission, BBSC may request clarifications or adjustments to ensure the proposed system meets operational requirements.

## J. Power Supply Requirements

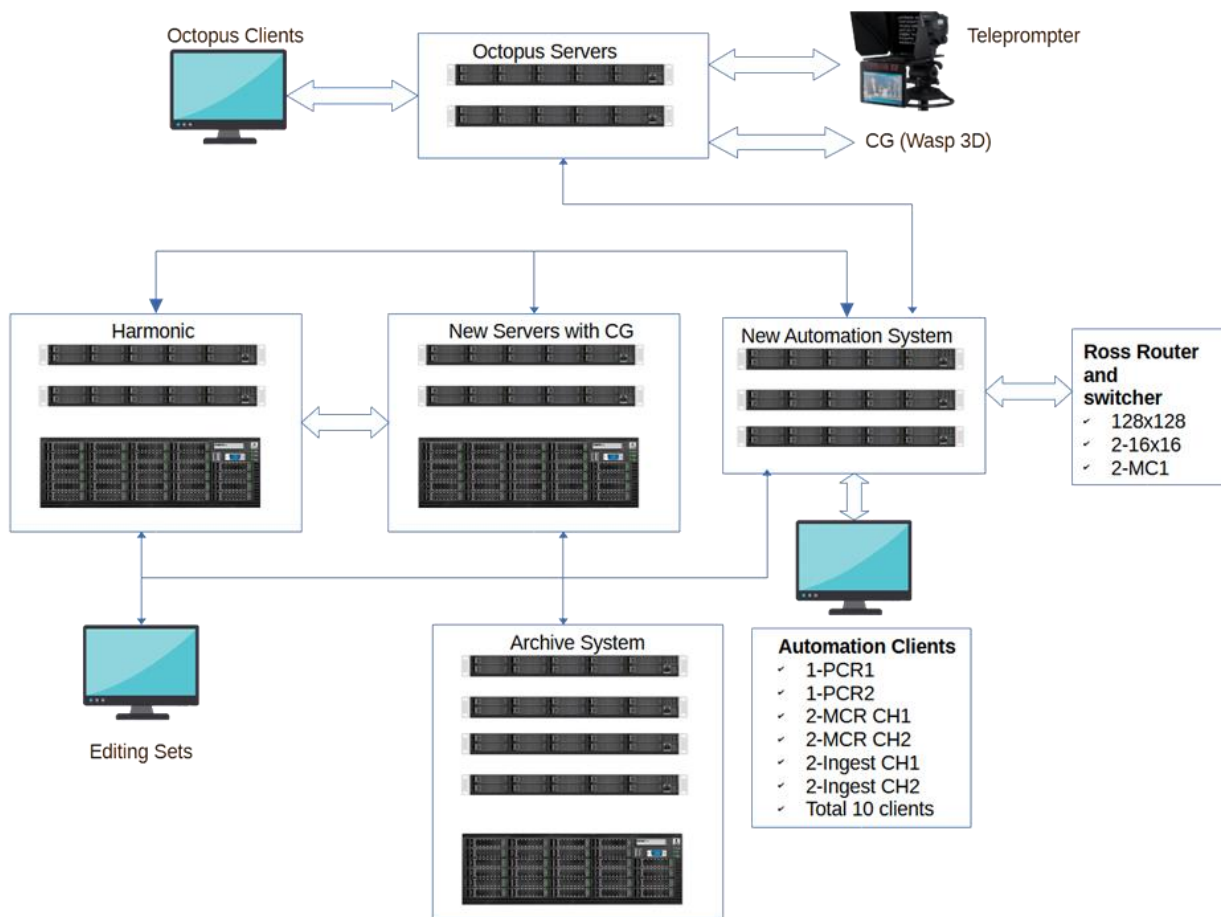
1. **Voltage and Frequency Standards:**
  - Bhutan operates on a **230 volts phase-to-neutral** and **50 Hz** power supply.
  - **Requirement:**
    - All equipment supplied to BBSCL must be compatible with this standard. Any equipment requiring different voltage or frequency must include necessary **power converters** or **transformers**.
2. **Total Power Consumption Reporting:**
  - **Submission Requirement:**
    - Bidders must calculate and submit the **total power consumption** of all proposed broadcast equipment based on the final system design.
    - This should include:
      - Equipment-specific power requirements (in watts).
      - Aggregate power usage to assess the overall load on power systems.
      - Detailed documentation for power distribution planning.
3. **Power Cords:**
  - **Matching Power Cords:**
    - Equipment-specific power cords must be compatible with Bhutan's power standards (e.g., plug types, cable ratings).
4. **Training Requirements**

**Scope of Training:**

  - **Operation and Maintenance:**
    - Training should cover all aspects of the installed equipment, including operation, troubleshooting, and basic maintenance.
  - **Hands-On Practice:**
    - Participants should be provided with practical training on the actual installed systems to ensure proficiency in real-world scenarios.
5. **Duration of Training:**
  - Training sessions must be conducted for a period ranging from **two weeks to one month**, depending on the complexity of the system and BBSCL's requirements.
6. **Trainers:**
  - The trainers must be experts familiar with the supplied systems and capable of delivering clear, practical instructions.
7. **Training Materials:**

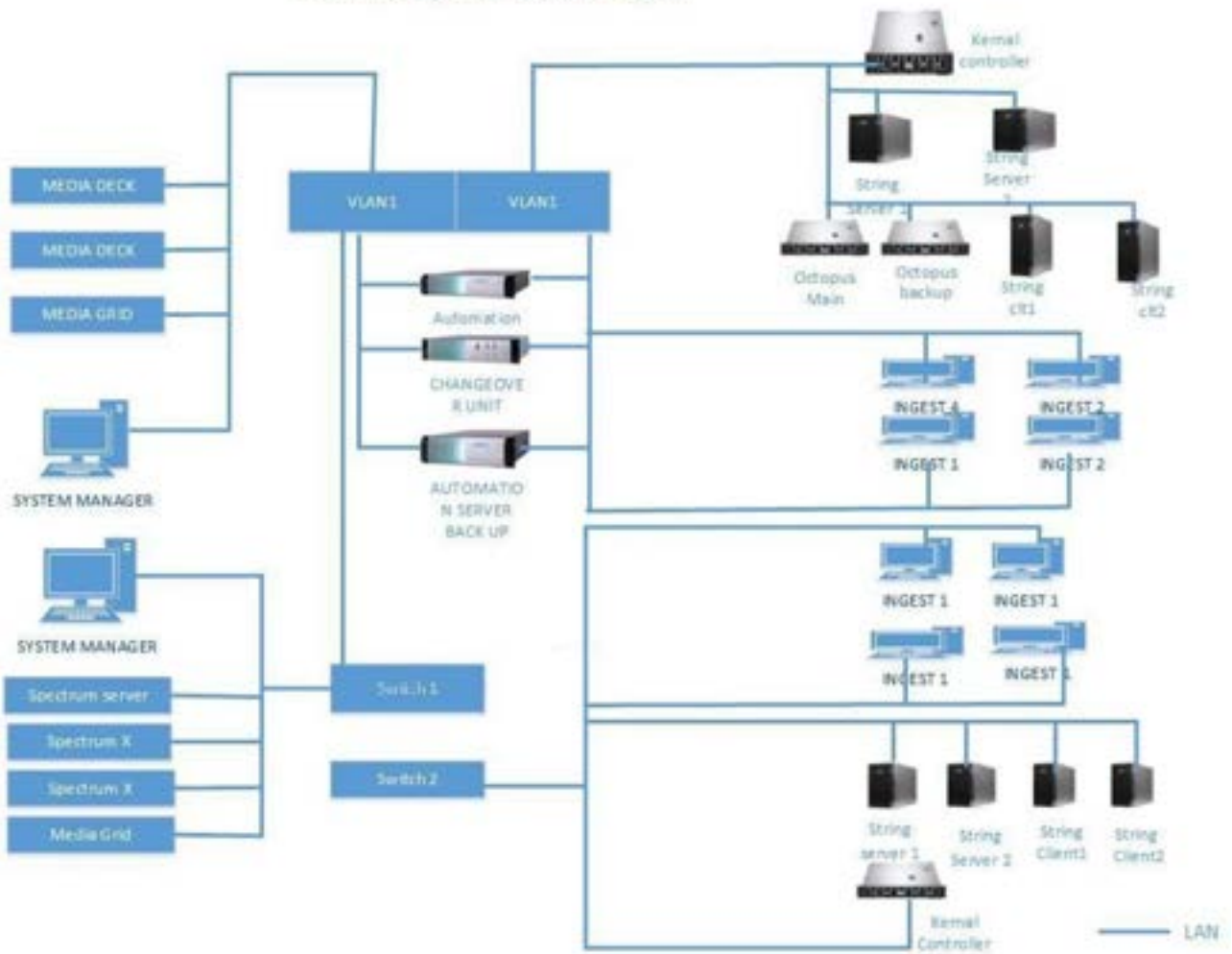
- Provide **detailed documentation** and resources, such as:
    - User manuals for all equipment.
    - Maintenance checklists.
    - Quick reference guides and troubleshooting flowcharts.
  - Any software training should include access to training licenses or demo versions.
8. **Training Schedule:**
- A comprehensive training schedule must be shared in advance, detailing:
    - Modules covered each day.
    - Time allocated for theory vs. practical sessions.
9. **Evaluation and Certification:**
- At the end of training, evaluate the participants' understanding through assessments or practical demonstrations.
  - Provide a **training completion certificate** for each participant.

**Annexure I: Concept drawing**

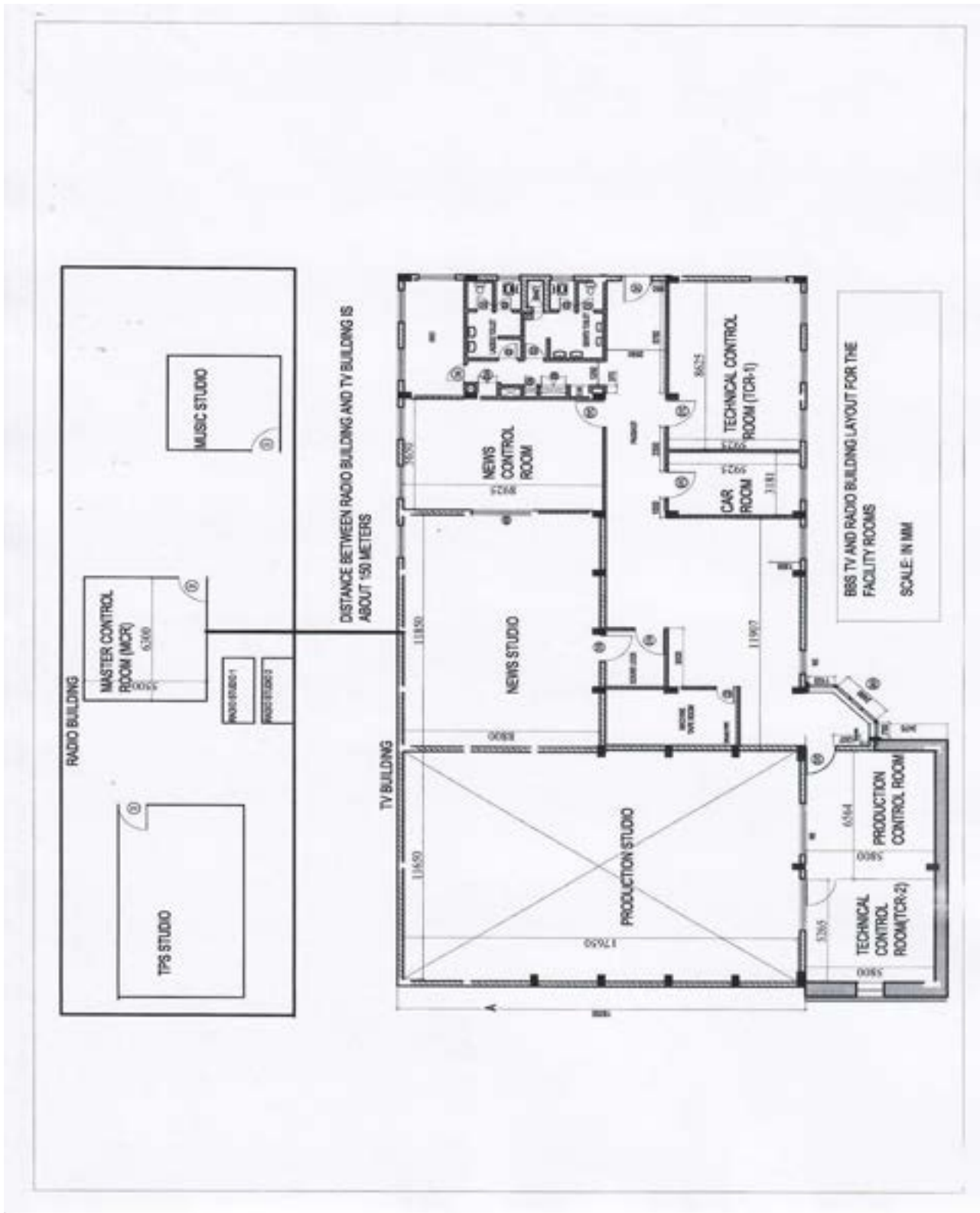


## Annexure II: Existing network

Automation general Network Diagram



# Annexure III: Office Plan



## Annexure IV: Port configuration

Port DWG: 1 BBSC - EXISTING HARMONIC VIDEO SERVERS						
	Channels	Port-1	Port-2	Port-3	Port-4	Video Servers
HD	CH-1 BBS-1	PLY-1A BBS 1 (PCR PLAYOUT) VDCP 1	PLY-1B BBS 1 (PCR PLAYOUT) VDCP 2	PLY-1C BBS 1 (MCR MAIN PLAYOUT) VDCP 3	PLY-1D BBS 1 (MCR BKP PLAYOUT) VDCP 4	Harmonic Media Port (SRV-E-1)
		ING-1E BBS 1 (RAW INGEST) VDCP 5	ING-1F BBS 1 (RAW INGEST) VDCP 6	ING-1G BBS 1 (INGEST/PREVIEW) VDCP 7	ING-1H BBS 1 (INGEST /PREVIEW) VDCP 8	Harmonic Media Port (SRV-E-2)
	Channels	Port-1	Port-2	Port-3	Port-4	
HD	CH-2 BBS-2	PLY-2A BBS 2 (MCR MAIN PLAYOUT) VDCP 21	ING-2E BBS 2 (INGEST /PREVIEW) VDCP 22	ING-2F BBS 2 (RAW INGEST) VDCP 24	ING-2I BBS 2 (INGEST /PREVIEW) VDCP 23	Harmonic Media Port (SRV-E-3)
		PLY-2B-- BBS 2 (MCR BKP PLAYOUT) VDCP 25	ING-2G-- BBS 2 (INGEST /PREVIEW) VDCP 26	ING-2H-- BBS 2 (INGEST /PREVIEW) VDCP 28	FREE PORT	Harmonic Media Port (SRV-E-4)
Port DWG: 2 Proposed Port Config						
	Channels	Port-1	Port-2	Port-3	Port-4	Video Servers
HD	BBS1 & BBS-2	BBS1 PCR-1-A	BBS-2 PCR-2-A	INGEST-1 PREVIEW-1	INGEST-2 PREVIEW-2	Harmonic Media Port (SRV-E-3)
		BBS1 PCR-1-B	BBS-2 PCR-2-B	INGEST-3 PREVIEW-3	INGEST-4 PREVIEW-4	Harmonic Media Port (SRV-E-4)
	Channels	Port-1	Port-2	Port-3	Port-4	
HD	BBS1 & BBS-2	BBS1	BBS-2	INGEST-1	INGEST-2 PREVIEW-2	New Video server
		MCR-MAIN	MCR-MAIN	PREVIEW-1		
		BBS1 MCR-BACKUP	BBS-2 MCR-BACKUP	INGEST-3 PREVIEW-3	INGEST-4 PREVIEW-4	New Video server

The requirement for preview ports will be finalized after a site visit. As a minimum, each port should include a pre



#### 4. Drawings

These Bidding Documents include *the following* drawings.

<b>List of Drawings</b>		
<b>Drawing No.</b>	<b>Drawing Name</b>	<b>Purpose</b>
Annexure I	Concept Drawing	For audio, video and network design and drawing.
Annexure II	Existing Network	For audio, video and network design and drawing.
Annexure III	Office Plan	For audio, video and network design and drawing.
Annexure IV	Port Configuration	For audio, video and network design and drawing.

#### 5. Inspections and Tests

The following inspections and tests shall be performed: *The test and inspection for the broadcast equipment shall be conducted upon the supply, installation and commissioning of equipment to the final destination of the project i.e., Bhutan Broadcasting Service Corporation Limited, Head Office, Chubachu, Thimphu; Bhutan.*

**PART 3**  
**CONTRACT**

## SECTION VII. GENERAL CONDITIONS OF CONTRACT

### TABLE OF CLAUSES

1.	Definitions.....	72
2.	Contract Documents.....	73
3.	Fraud and Corruption.....	73
4.	Interpretation.....	74
5.	Language.....	75
6.	Joint Venture, Consortium or Association.....	75
7.	Eligibility .....	76
8.	Notices .....	76
9.	Governing Law .....	76
10.	Settlement of Disputes .....	76
11.	Inspections & Audit .....	77
12.	Scope of Supplies.....	77
13.	Delivery and Documents.....	77
14.	Supplier's Responsibilities.....	77
15.	Procuring agency's Responsibilities.....	78
16.	Contract Price.....	78
17.	Terms of Payment .....	78
18.	Taxes and Duties.....	79
19.	Performance Security.....	79
20.	Copyright .....	79
21.	Confidential Information .....	80
22.	Subcontracting .....	80
23.	Specifications and Standards .....	81
24.	Packing and Documents.....	81
25.	Insurance .....	81
26.	Transportation .....	81
27.	Inspections and Tests .....	82
28.	Liquidated Damages .....	83
29.	Warranty .....	83
30.	Patent Indemnity .....	84
31.	Limitation of Liability.....	85
32.	Change in Laws and Regulations.....	85
33.	Force Majeure .....	85

34.	Change Orders and Contract Amendments.....	86
35.	Extensions of Time .....	86
36.	Termination.....	87
37.	Export Restriction .....	88

**SECTION VII. GENERAL CONDITIONS OF CONTRACT**

## 1. Definitions

- 1.1. The following words and expressions shall have the meanings hereby assigned to them:
- (a) **Award of Contract** means the decision of the Procuring agency to enter into a Contract with the Supplier for supply and delivery of the specified Goods, including any Related Services.
  - (b) **Bid** means an offer to supply Goods, including any Related Services, made in accordance with the terms and conditions set out in the Bidding Documents that preceded the placement of the Contract of which these GCC form apart. The term “tender” is synonymous with the term “Bid”.
  - (c) **Bidder** means an eligible individual or legal entity that participated in the bidding process governed by the Bidding Documents that preceded the placement of the Contract of which these GCC form apart.
  - (d) **Bidding Documents** means the set of Bidding Documents that preceded the placement of the Contract of which these GCC form apart, which were sold or issued by the Procuring agency to potential Bidders, and in which the specifications, terms and conditions of the proposed procurement were prescribed.
  - (e) **Contract Documents** means the documents listed in the Contract Agreement, including any amendments thereto.
  - (f) **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.
  - (g) **Day** means calendar day.
  - (h) **Delivery** means the transfer of the Goods from the Supplier to the Procuring agency in accordance with the terms and conditions set forth in the Contract Documents.
  - (i) **GCC** means the General Conditions of Contract.
  - (j) **Goods** means all of the commodities, raw materials, machinery and equipment, and/or other materials, including any object in solid, liquid or gaseous form that has an economic utility or value and which can be exchanged or traded, that the Supplier is required to supply to the Procuring agency under the Contract.
  - (k) The **Project Site**, where applicable, means the place named in the SCC.

- (l) **Procuring agency** means the entity purchasing the Goods and Related Services, as specified in the SCC.
- (m) **Related Services** means the services incidental to the supply of the Goods, such as insurance, installation, training and initial maintenance and other obligations of the Supplier under the Contract
- (n) **SCC** means the Special Conditions of Contract.
- (o) **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.
- (p) **Supplier** means the natural person, private or government entity, or a combination of the above, whose Bid to perform the Contract has been accepted by the Procuring agency and is named as such in the Agreement, and includes the legal successors or permitted assigns of the Supplier.

## 2. Contract Documents

- 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.

## 3. Fraud and Corruption<sup>1</sup>

- 3.1. If the Procuring agency determines that the Supplier has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for or in executing the Contract then the Procuring agency 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 Clause 36 shall apply as if such termination has been made under GCC Sub-Clause 36.1.
- 3.2. 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.
- 3.3. For the purposes of this Sub-Clause:
  - (a) "corrupt practice"<sup>7</sup> is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value<sup>8</sup> to influence improperly the actions of another party;

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<sup>7</sup> "another party" refers to a public official acting in relation to the procurement process or contract execution. In this context, "public official" includes staff and employees of other organizations (including any institutions providing finance for the Goods) taking or reviewing procurement decisions.

<sup>8</sup> "anything of value" includes, but is not limited to, any gift, loan, fee, commission, valuable security or other asset or interest in an asset; any office, employment or contract; any payment, discharge or liquidation of any loan, obligation or other liability whatsoever, whether in whole or in part; any other services, favour or advantage, including protection from any penalty or disability incurred or apprehended or from any action or proceeding of a disciplinary or penal nature, whether or not already instituted and including the exercise or the forbearance from the exercise of any right or any official power or duty.

- (b) “fraudulent practice”<sup>9</sup> 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”<sup>10</sup> 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”<sup>11</sup> 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 to materially impede any investigation into allegations of a corrupt, 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) an act intended to materially impede the exercise of the inspection and audit rights of the Procuring agency and/or any other relevant RGoB agency provided for under GCC Clause 11.

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

#### **4. Interpretation**

4.1. If the contexts or requires it, singular means plural and vice-versa.

#### **4.2. Incoterms**

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

#### **4.3. Entire Agreement**

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<sup>9</sup> a “party” refers to a public official; the terms “benefit” and “obligation” relate to the procurement process or contract execution; and the “act or omission” is intended to influence the procurement process or contract execution.

<sup>10</sup> “parties” refers to participants in the procurement process (including public officials) and an “improper purpose” includes attempting to establish bid prices at artificial, non-competitive levels.

<sup>11</sup> a “party” refers to a participant in the procurement process or contract execution.

The Contract constitutes the entire agreement between the Procuring agency and the Supplier and supersedes all communications, negotiations and agreements (whether written or oral) of the parties with respect thereto made prior to the date of Contract.

4.4. **Amendment**

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

4.5. **Non-waiver**

(a) Subject to GCC Sub-Clause 4.5 (b) below, no relaxation, forbearance, delay or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.

(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.

4.6. **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.

**5. Language**

5.1. The Contract, as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Procuring agency, 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.

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.

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

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



## **7. Eligibility**

- 7.1. The Supplier and its Subcontractors shall have the nationality of an eligible country. A Supplier or Subcontractor 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.
- 7.2. 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.

## **8. Notices**

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

## **9. Governing Law**

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

## **10. Settlement of Disputes**

- 10.1. The procuring agency and the supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
- 10.2. If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, either the Procuring agency 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 SCC.

- 10.3. 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 Procuring agency shall pay the Supplier any monies due to the Supplier.

## **11. Inspections & Audit**

- 11.1. The Supplier shall permit the Procuring agency and/or persons appointed by the Procuring agency to inspect the Supplier's offices and/or the accounts and records of the Supplier and its Subcontractors relating to the performance of the Contract, and to have such accounts and records audited by auditors appointed by the Procuring agency if so required by the Procuring agency. The Supplier's attention is drawn to GCC Clause 3, which provides, inter alia, that acts intended materially to impede the exercise of the inspection and audit rights provided for under this GCC Sub-Clause 11.1 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 GCC form a part).

## **12. Scope of Supplies**

- 12.1. The Goods and Related Services to be supplied shall be as specified in the Schedule of Supply.
- 12.2. 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.
- 12.3. The supply order for one-time purchase shall be sent within five (5) working days after signing of contract.

## **13. Delivery and Documents**

- 13.1. Subject to GCC Sub-Clause 34.1, the delivery of the Goods and completion of the Related Services shall be in accordance with the delivery and completion requirements specified in the Schedule of Supply. The details of shipping and other documents to be furnished by the Supplier are specified in the SCC.

## **14. Supplier's Responsibilities**

- 14.1. The Supplier shall supply all the Goods and Related Services included in the Scope of Supplies in accordance with GCC Clause 12, and the delivery and completion requirements as per GCC Clause 13.

## **15. Procuring agency's Responsibilities**

- 15.1. 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 Procuring agency shall, if so required by the Supplier, use its best efforts to assist the Supplier in complying with such requirements in a timely and expeditious manner, but without incurring any costs.

## **16. Contract Price**

- 16.1. The Contract Price shall be as specified in the Contract Agreement subject to any additions and adjustments thereto or deductions there from as may be made pursuant to the Contract.
- 16.2. Prices charged by the Supplier for the Goods supplied and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in its Bid.
- 16.3. Notwithstanding GCC 16.2, the price adjustments shall be mandatorily applicable for procurement more than 12 months.

## **17. Terms of Payment**

- 17.1. The Contract Price, including any Advance Payments, if applicable, shall be paid as specified in the SCC.
- 17.2. The Supplier's request for payment shall be made to the Procuring agency in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed, and by the documents submitted pursuant to GCC Clause 13 and upon fulfillment of all the obligations stipulated in the Contract.
- 17.3. Payments shall be made promptly by the Procuring agency, no later than twenty-five (25) days after the submission of verified invoice or request for payment by the Supplier, and the Procuring agency has accepted it.
- 17.4. The currencies in which payments shall be made to the Supplier under this Contract shall be those in which the Bid Price is expressed.
- 17.5. In the event that the Procuring agency fails to pay the Supplier any payment within the period provided in GCC 17.3, the Procuring agency shall pay to the Supplier interest on the amount of such delayed payment at the rate shown in the SCC, for the period of delay until payment has been made in full, whether before or after judgment or arbitration award.

## **18. Taxes and Duties**

- 18.1. 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.
- 18.2. For Goods manufactured within Bhutan the Supplier shall bear and promptly pay all applicable taxes, duties, license fees and other similar levies incurred until delivery of the contracted Goods to the Procuring agency.
- 18.3. If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in Bhutan, the Procuring agency shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.

## **19. Performance Security**

- 19.1. The Supplier shall, within fifteen (15) working days of the notification of contract award, provide a Performance Security for the due performance of the Contract in the amount and currency specified in the SCC.
- 19.2. The proceeds of the Performance Security shall be payable to the Procuring agency as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
- 19.3. The Performance Security shall be denominated in the currency(ies) of the Contractor in a freely convertible currency acceptable to the Procuring agency, 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 Procuring agency in the SCC.
- 19.4. The Performance Security shall be discharged by the Procuring agency and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in the SCC.

## **20. Copyright**

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

## **21. Confidential Information**

- 21.1. The Procuring agency and the Supplier shall keep confidential and shall not, without the written consent of the other party here to, divulge to any third party any documents, data or

other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Subcontractor(s) such documents, data and other information as it receives from the Procuring agency to the extent required for the Subcontractor(s) to perform its/their work under the Contract, in which event the Supplier shall obtain from such Subcontractor(s) an undertaking of confidentiality similar to that imposed on the Supplier under GCC Clause 21.

- 21.2. The Procuring agency shall not use such documents, data and other information received from the Supplier for any purposes unrelated to the Contract. Similarly, the Supplier shall not use such documents, data and other information received from the Procuring agency for any purpose other than the design, procurement or other work and services required for the performance of the Contract.
- 21.3. The obligation of a party under GCC Sub-Clauses 21.1 and 21.2 above, however, shall not apply to information that:
- (a) The Procuring agency or Supplier needs to share with the RGoB or other institutions participating in the financing of the Contract;
  - (b) Now or here after enters the public domain through no fault of that party;
  - (c) Can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or
  - (d) Otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.
- 21.4. The above provisions of GCC Clause 21 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.
- 21.5. The provisions of GCC Clause 21 shall survive completion or termination, for whatever reason, of the Contract.

## **22. Subcontracting**

- 22.1. The supplier shall not subcontract, in whole or in part, their obligations under this Contract, except with the prior written consent of the procuring agency.
- 22.2. Subcontracts shall comply with the provisions of GCC Clauses 3 and 7.

## **23. Specifications and Standards**

- 23.1. Technical Specifications and Drawings:
- (a) The Goods and Related Services supplied under this Contract shall conform to the technical specifications and standards stipulated in Section VI, 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 Procuring agency, by giving a notice of such disclaimer to the Procuring agency.
- (c) Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the editions or the revised versions of such codes and standards shall be those specified in the Schedule of Supply. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Procuring agency and shall be treated in accordance with GCC Clause 34.

## **24. Packing and Documents**

- 24.1. The Supplier shall provide such packing of the Goods as required to prevent the 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.
- 24.2. The packing, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in the SCC, and in any other instructions ordered by the Procuring agency.

## **25. Insurance**

- 25.1. 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.

## **26. Transportation**

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

## **27. Inspections and Tests**

- 27.1. At its own expense and at no cost to the Procuring agency the Supplier shall carry out all such tests and/or inspections of the Goods and Related Services as are specified in the SCC.
- 27.2. The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/ or at the Goods' final destination, or in another place in Bhutan as specified in the SCC. Subject to GCC Sub-Clause 27.3, if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring agency.
- 27.3. The Procuring agency or its designated representatives shall be entitled to attend the tests and/or inspections referred to in GCC Sub-Clause 27.2, provided that the Procuring agency bears all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all travelling and board and lodging expenses.
- 27.4. The Procuring agency may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications, codes and standards under the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impedes the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.
- 27.5. The Supplier shall provide the Procuring agency with a report of the results of any such test and/or inspection.
- 27.6. The Procuring agency may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Procuring agency, and shall repeat the test and/or inspection, at no cost to the Procuring agency, upon giving a notice pursuant to GCC Sub-Clause 27.4.
- 27.7. The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Procuring agency or its representative, nor the issue of any report pursuant to GCC Sub-Clause 27.6, shall release the Supplier from any warranties or other obligations under the Contract.

## **28. Liquidated Damages**

- 28.1. Except as provided for under GCC Clause 33, if the Supplier fails to deliver any or all of the Goods by the date(s) of delivery or fails to perform the Related Services within the period specified in the Contract, the Procuring agency may, without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the SCC 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 those SCC. Once the maximum is reached, the Procuring agency may terminate the Contract pursuant to GCC Clause 36.

## **29. Warranty**

- 29.1. 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.
- 29.2. Subject to GCC Sub-Clause 23.1 (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.
- 29.3. Unless otherwise specified in the SCC, the warranty shall remain valid for minimum twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the SCC, or for minimum eighteen (18) months after the date of shipment from the port or place of loading in the country of origin, whichever period concludes earlier.
- 29.4. The Procuring agency shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Procuring agency shall afford all reasonable opportunity for the Supplier to inspect such defects.
- 29.5. Upon receipt of such notice, the Supplier shall, within the period specified in the SCC, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Procuring agency.
- 29.6. If, having been notified, the Supplier fails to remedy the defect within the period specified in the SCC, the Procuring agency may proceed to take within a reasonable period such remedial action as maybe necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Procuring agency may have against the Supplier under the Contract.

## **30. Patent Indemnity**

- 30.1. The Supplier shall, subject to the Procuring agency's compliance with GCC Sub-Clause 30.2, indemnify and hold harmless the Procuring agency and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs and expenses of any nature, including attorney's fees and expenses, which



the Procuring agency may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:

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

- 30.2. If any proceedings are brought or any claim is made against the Procuring agency arising out of the matters referred to in GCC Sub-Clause 30.1, the Procuring agency shall promptly give the Supplier notice thereof, and the Supplier may at its own expense and in the Procuring agency's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.
- 30.3. If the Supplier fails to notify the Procuring agency within thirty (30) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Procuring agency shall be free to conduct the same on its own behalf.
- 30.4. The Procuring agency shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in doing so.
- 30.5. The Procuring agency shall indemnify and hold harmless the Supplier and its employees, officers and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs and expenses of any nature, including attorney's fees and expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification or other documents or materials provided or designed by or on behalf of the Procuring agency.

### **31. Limitation of Liability**

- 31.1. 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 Procuring agency; and
  - (b) the aggregate liability of the Supplier to the Procuring agency, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the Supplier to indemnify the Procuring agency with respect to patent infringement.

### **32. Change in Laws and Regulations**

- 32.1. Unless otherwise specified in the Contract if, after the date thirty (30) days prior to the date of Bid submission, any law, regulation, ordinance, order or 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 Sub-Clause 16.2.

### **33. Force Majeure**

- 33.1. The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages or termination for default if and to the extent that its delays in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- 33.2. For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Procuring agency in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 33.3. If a Force Majeure situation arises, the Supplier shall promptly notify the Procuring agency in writing of such condition and the cause thereof. Unless otherwise directed by the Procuring agency in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

### **34. Change Orders and Contract Amendments**

- 34.1. The Procuring agency may at any time order the Supplier through notice in accordance with GCC Clause 8 to make changes within the general scope of the Contract in any one or more of the following:
- (a) drawings, designs or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Procuring agency;
  - (b) the method of shipment or packing;
  - (c) the place of delivery; and
  - (d) the Related Services to be provided by the Supplier.
- 34.2. If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery/Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be asserted within thirty (30) days from the date of the Supplier's receipt of the Procuring agency's change order.
- 34.3. 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.
- 34.4. 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.

### **35. Extensions of Time**

- 35.1. If at any time during performance of the Contract, the Supplier or its subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services pursuant to GCC Clause 13, the Supplier shall promptly notify the Procuring agency in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier's notice, the Procuring agency shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.
- 35.2. Except in case of Force Majeure, as provided under GCC Clause 33, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 28, unless an extension of time is agreed upon, pursuant to GCC Sub- Clause 35.1.

### **36. Termination**

36.1. Termination for Default

- (a) The Procuring agency, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part:
  - (i) if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Procuring agency pursuant to GCC Sub-Clause 35.1;
  - (ii) if the Supplier fails to perform any other obligation under the Contract; or
  - (iii) if the Supplier, in the judgment of the Procuring agency has engaged in fraud and corruption, as defined in GCC Clause 3, in competing for or in executing the Contract.
- (b) In the event the Procuring agency terminates the Contract in whole or in part, pursuant to GCC Clause 36.1 (a), the Procuring agency may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Procuring agency for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

36.2. Termination for Insolvency

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

36.3. Termination for Convenience

- (a) The Procuring agency, by notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Procuring agency's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.
- (b) The Goods that are complete and ready for shipment within thirty (30) days after the Supplier's receipt of notice of termination shall be accepted by the Procuring agency at the Contract terms and prices. For the remaining Goods, the Procuring agency may elect:
  - (i) to have any portion completed and delivered at the Contract terms and prices; and/or
  - (ii) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier.

36.4. Next process upon Termination of Contract

- (a) Following the termination of contract, the procuring agency may directly award or directly procure from the market.

### **37. Export Restriction**

37.1. Notwithstanding any obligation under the Contract to complete all export formalities, any export restrictions attributable to the Procuring agency, to Bhutan, or to the use of the products/Goods, systems or services to be supplied, which arise from trade regulations from a country supplying those products/Goods, systems or services, and which substantially impede the Supplier from meeting its obligations under the Contract, shall release the Supplier from the obligation to provide deliveries or services. This is always provided, however, that the Supplier can demonstrate to the satisfaction of the Procuring agency that it has completed all formalities in a timely manner, including applying for permits, authorizations, and licenses necessary for the export of the products/Goods, systems or services under the terms of the Contract. Termination of the Contract on this basis shall be for the Procuring agency's convenience pursuant to Sub-Clause 36.3.

## SECTION VIII. SPECIAL CONDITIONS OF CONTRACT

<p>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. <i>[The Procuring agency shall select and insert the appropriate wording using the sample below or other acceptable wording and delete the text in italics.]</i></p>	
<b>1.1 (k)</b>	The Project Site(s)/Final Destination(s) is/are; <b>Bhutan Broadcasting Service Corporation Limited, Chubachu, Thimphu Bhutan</b>
<b>1.1 (l)</b>	The Procuring agency is: <b>Bhutan Broadcasting Service Corporation Limited</b>
<b>GCC 4.2 (a)</b>	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:
<b>GCC 4.2 (b)</b>	The version of Incoterms shall be: <b>latest incoterms, DDP</b>
<b>GCC 5.1</b>	The language shall be: <b>English</b>
<b>GCC 8.1</b>	<p>For <b>notices</b>, the addresses shall be:</p> <p>For the Procuring agency:            Attention: <b>Procurement Officer</b>            Address: <b>Bhutan Broadcasting Service Corporation Limited, chubachu, Thimphu, 101</b>            Telephone: <b>+975- 2-322600</b></p> <p>E-mail address: <b><u>procurementbbs.bt@gmail.com</u></b></p>
<b>GCC 9</b>	The governing law shall be <u>the law of the Kingdom of Bhutan.</u>
<b>GCC 10.2</b>	<p>The rules of procedure for arbitration proceedings pursuant to GCC Sub-Clause 10.2 shall be as follows:</p> <p><i>(a) Contract with a foreign Supplier: [For Contracts entered into with foreign suppliers may have practical advantages in resolving disputes through international commercial arbitration over other dispute settlement methods. The Procuring agency may wish to consider the rules that govern the arbitration proceedings, such as the United Nations Commission on International Trade Law (UNCITRAL) Arbitration Rules of 1976, the Rules of Conciliation and Arbitration of the International Chamber of Commerce (ICC), the Rules of the London Court of International Arbitration, or the Rules of the Arbitration Institute of the Stockholm Chamber of Commerce.</i></p> <p>GCC10.2 (a)—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.</p> <p><i>(b) Contract with a Bhutanese Supplier: In the case of a dispute between the Procuring agency and a Bhutanese Supplier, the dispute shall be referred to arbitration in accordance with the laws of Bhutan.</i></p>

GCC 13.1	<p>Details of Shipping and other Documents to be furnished by the Supplier are:</p> <p>a) <b>Copies of the supplier’s invoice showing Goods’ description, quantity, unit price, and total amount;</b></p> <p>b) <b>Original and three copies of the bill of landing marked “freight prepaid”;</b></p> <p>c) <b>Copies of the packing list identifying contents of each package;</b></p> <p>d) <b>Insurance Certificate</b></p> <p>e) <b>Manufacturer’s or Supplier’s Warranty Certificate;</b></p> <p>f) <b>inspection certificate issued by nominated inspection agency, and the Supplier’s factory inspection report; and</b></p> <p>g) <b>Certificate of Origin</b></p> <p>h) <b>A descriptive printed/softcopy of technical documentation on system architecture and philosophy of design should accompany the drawing.</b></p> <p>The above documents shall be received by the Procuring agency <b><u>at least two weeks</u></b> before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses.</p> <p>-The successful bidder should provide two sets of operation and maintenance manuals of all the equipment.</p> <p>-Need to submit the equipment performance test report along with the equipment.</p>
GCC 16.2 & 16.3	<p>The prices charged for the Goods supplied and the related Services performed <b>shall not</b> be adjustable.</p>

GCC 17.1	<p><b>Sample provision</b></p> <p>GCC17.1—The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:</p> <p><b>Payment for Goods supplied from abroad:</b></p> <p>Payment of the foreign currency portion shall be made in <b><u>BTN or equivalent foreign currency exchange rate determined at the time of tender opening.</u></b></p> <p>(i) <b>Advance Payment:</b> Ten percent (10%) of the Contract Price shall be paid within thirty (30) days of signing of the Contract, and upon submission of a claim and an advance payment guarantee for the equivalent amount valid until the Goods are delivered and, in the form, provided in the Bidding Documents.</p> <p>(ii) <b>On Shipment:</b> Sixty percent (60%) of the Contract Price of the Goods shipped shall be paid through an irrevocable confirmed letter of credit opened in favor of the Supplier in a bank in Bhutan, upon submission of the documents specified in GCC Clause 13.</p> <p>(iii) <b>On Acceptance:</b> Thirty percent (30%) of the Contract Price of the Goods received shall be paid within thirty (30) days after successful commissioning of the project.</p> <p>(iv) <b>The payment shall be made by the PURCHASER TO THE SUPPLIER after deducting 3% TDS on the total contract price.</b></p> <p>Payment of the local currency portion shall be made in Bhutanese Ngultrum (BTN) or within thirty (30) days of presentation of a claim supported by a certificate from the Procuring agency declaring that the Goods have been delivered and that all other contracted Services have been performed.</p> <p><b>Payment for Goods and Services supplied from within Bhutan:</b></p> <p>Payment for Goods and Services supplied from within Bhutan shall be made in <b><u>BTN</u></b>, as follows:</p>
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	<p>(i) <b>Advance Payment:</b> Ten percent (10%) of the Contract Price shall be paid within thirty (30) days of signing of the Contract against a simple receipt and an advance payment guarantee for the equivalent amount and in the form provided in the Bidding Documents.</p> <p>(ii) <b>On Delivery:</b> Sixty percent (60%) of the Contract Price of the Goods shipped shall be paid through an irrevocable confirmed letter of credit opened in favor of the Supplier in a bank in Bhutan, upon submission of the documents specified in GCC Clause 13.</p> <p>(iii) <b>On Acceptance:</b> The remaining thirty percent (30%) of the Contract Price shall be paid to the Supplier within thirty (30) days after successful commissioning of the project.</p> <p>(iv) <b><i>The payment shall be made by the PURCHASER TO THE SUPPLIER after deducting 2% TDS on the total contract price.</i></b></p>
<b>GCC 17.5</b>	The interest rate that shall be applied is <b><i>at the prevailing rate of interest for overdraft facilities.</i></b>
<b>GCC 19.1</b>	<p>The amount of the Performance Security shall be: <u>[10%] of the contract price.</u></p> <p>* As per PRR (2023) <b>Clause 5.4.6. Seriously unbalanced or front-loaded Bids</b></p> <p>5.4.6.1. If the Bid that results in the lowest evaluated bid is, in the Procuring Agency's opinion, seriously unbalanced or front-loaded, the Procuring Agency may require the Bidder to provide written clarifications, including detailed price analyses to demonstrate the consistency of the prices with the scope of Works, proposed methodology, and schedule. After evaluating the detailed price analyses the Procuring agency may as appropriate:</p> <p>a. Accept the bid; and require that the total amount of the performance security be increased from ten percent (10%) <b>up to maximum of 30%</b> of the initial contract price; or Alternatively, the procuring agency may ask the successful bidder to deposit the difference between departmental estimate and contract amount in the form of cash warrant in addition to 10% performance security. However, the total performance security amount shall be limited to maximum of 30% of initial contract price; or</p> <p>b. Reject the bid/proposal.</p>
<b>GCC 19.3</b>	<p>The types of acceptable Performance Securities are:</p> <p>(i) <u>Unconditional bank guarantee issued by financial institution located in Bhutan and acceptable to the Procuring agency, in the form provided for in the Contractor in any other form acceptable to the Procuring agency;</u></p> <p>(ii) Cash warrant; or</p> <p>(iii) Demand draft.</p>
<b>GCC 19.4</b>	Discharge of Performance Security shall take place: <b>After completion of the project.</b>
<b>GCC 24.2</b>	The packing, marking and documentation within and outside the packages shall be: <b><i>Addition to SCC clause 24, the Supplier at its own risk and expense transport all the Goods and the Supplier's equipment to the Site by the mode of transportation which the supplier judges most suitable under all the circumstances.</i></b>
<b>GCC 26.1</b>	Responsibility for transportation of the Goods shall be <u>as specified in the Incoterms.</u>
<b>GCC 27.1</b>	The inspections and tests shall be: <b><i>conducted once the equipment is installed and commissioned at the final destination i.e., BBSCL Head Office, Thimphu; Bhutan</i></b>



GCC 27.2	Inspections and tests shall be conducted at: <b><i>Bhutan Broadcasting Service Corporation Limited, Chubachu, Thimphu</i></b>
GCC 28.1	The liquidated damages shall be: <i>[0.1]</i> % per day.
GCC 28.1	The maximum amount of liquidated damages shall be: <i>[10%]</i>
GCC 29.3	<p>The period of validity of the Warranty shall be: <b><i>Minimum of 18 months from the date of receipt of goods at BBSCL, Chubachu, Thimphu, Bhutan for both hardware and software</i></b></p> <p><u>For the purposes of the Warranty the place(s) of final destination(s) shall be:</u>  <b><i>Bhutan Broadcasting Service Corporation Limited, Head Office, Chubachu, Thimphu; Bhutan</i></b></p>
GCC 29.5 and 29.6	The period for repair or replacement shall be: <i>as per warranty and GCC 29.3</i>

## Attachment: Price Adjustment Formula

If, in accordance with GCC 16.2, prices shall be adjustable, the following method shall be used to calculate the price adjustment:

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

$$P1 = P0 [a + b \frac{L1}{L0} + c \frac{M1}{M0}] - P0$$
$$a+b+c = 1$$

in which:

- P1 = adjustment amount payable to the Supplier.  
P0 = Contract Price (base price).  
a = fixed element representing profits and overheads included in the Contract Price and generally, in the range of five (5) to fifteen percent (15%).  
b = estimated percentage of labor component in the Contract Price.  
c = estimated percentage of material component in the Contract Price.  
L0,L1 = labor indices applicable to the appropriate industry in the country of origin on the base date and date for adjustment, respectively  
M0,M1 = material indices for the major raw material on the base date and date for adjustment, respectively, in the country of origin.

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

$$a = [\textit{insert value of coefficient}]$$
$$b = [\textit{insert value of coefficient}]$$
$$c = [\textit{insert value of coefficient}]$$

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

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

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

- (a) price adjustment shall be allowed beyond the original delivery dates unless specifically stated in the extension letter. As a rule, no price adjustment shall be allowed for periods of delay for which the Supplier is entirely responsible. The Procuring agency will, however, be entitled to any decrease in the prices of the Goods and Services subject to adjustment.
- (b) If the currency in which the Contract Price P0 is expressed is different from the currency of origin of the labor and material indices, a correction factor will be applied to avoid incorrect adjustments of the Contract Price. The correction factor shall correspond to the ratio of

exchange rates between the two currencies on the base date and the date for adjustment as defined above.

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

**SECTION IX. CONTRACT FORMS**

CONTRACT AGREEMENT ..... 96  
PERFORMANCE SECURITY ..... 98  
BANK GUARANTEE FOR ADVANCE PAYMENT ..... 99  
LETTER OF ACCEPTANCE ..... 100

**CONTRACT AGREEMENT**

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

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

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

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as respectively assigned to the Conditions of Contract referred to.
2. The following documents shall constitute the Contract between the Procuring agency and the Supplier, and each shall be read and construed as an integral part of the Contract, viz.:
  - (a) This Contract Agreement;
  - (b) The Special Conditions of Contract;
  - (c) The General Conditions of Contract;
  - (d) Technical Requirements (including Schedule of Supply and Technical Specifications);
  - (e) The Supplier’s Bid and original Price Schedules;
  - (f) The Procuring agency’s Notification of Award of Contract;
  - (g) The form of Performance Security;

- (h) The form of Bank Guarantee for Advance Payment;
- (i) [insert here any other document(s) forming part of the Contract]

3. This Contract shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.
4. In consideration of the payments to be made by the Procuring agency to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Procuring agency to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
5. The Procuring agency hereby covenants to pay the Supplier in consideration of the provision of the Goods and Related Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

For and on behalf of the Procuring agency

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

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

For and on behalf of the Supplier

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

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

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

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

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

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

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

At the request of the Supplier, we hereby irrevocably undertake to pay you any sum(s) not exceeding *[insert amount(s)]*<sup>12</sup> in figures and words upon receipt by us of your first demand in writing declaring the Supplier to be in default under the Contract, without cavil or argument, or you needing to prove or to show grounds or reasons for your demand or the sums specified therein.

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

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

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<sup>12</sup> <sup>23</sup>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 Contractor a freely convertible currency acceptable to the Procuring agency.

## **BANK GUARANTEE FOR ADVANCE PAYMENT**

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

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

*[Bank's letterhead]*

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

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

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

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

At the request of the Supplier, we hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[insert amount(s)22 in figures and words]* upon receipt by us of your first demand in writing declaring that the Supplier is in breach of its obligation under the Contract because the Supplier used the advance payment for purposes other than toward delivery of the Goods.

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

This Guarantee shall remain valid and in full effect from the date of the advance payment received by the Supplier under the Contract until *[insert date 25]*. We agree to a one-time extension of this Guarantee for a period not to exceed *[six months]* *[one year]*, in response to the Procuring agency's written request for such extension, such request to be presented to us before the expiry of the Guarantee.

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



**LETTER OF ACCEPTANCE**

*[use letterhead paper of the Procuring*

*agency] To: [name and address of the Supplier]*

**Subject: Notification of Award Contract No. ....**

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This is to notify you at your Bid dated *[insert date]* for supply of the *[insert name of the contract and identification number, as given in the SCC] for the Accepted Contract Amount of [insert amount in numbers and words and name of currency]*, as corrected and modified in accordance with the Instructions to Bidders is hereby accepted by our Agency or (for item-wise contract insert list of items price schedule as an attachment)

You are requested to furnish the Performance Security within 15 days in accordance with the Conditions of Contract, using for that purpose the of the Performance Security Form included in Section X, Contract Forms, of the bidding document.

Authorized Signature: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Agency: \_\_\_\_\_

**Attachment: Contract Agreement**

## Bill of Quantities (BOQ)

### 1. Purpose of the BOQ:

- The BOQ provided in the tender documents represents an **estimated requirement** to give bidders a general understanding of the scope of supply and installation.
- This is not a fixed or exhaustive list but serves as a reference to help bidders formulate their proposals.

### 2. Detailed Equipment Requirement:

- Bidders are required to propose a comprehensive list of equipment and materials that align with the **solution they are offering** to meet the requirements outlined in the **Technical Specifications**.
- The proposed equipment must:
  - Address all functionalities and features mentioned in the Technical Specifications.
  - Integrate seamlessly with existing BBSC infrastructure.
  - Ensure scalability, reliability, and performance in a broadcast environment.

### 3. Customization of BOQ:

- Since the solution may vary based on the bidder's design approach and system integration, bidders must:
  - Modify or expand upon the provided BOQ to include all necessary items (e.g., equipment, cables, software licenses, power supplies) required to deliver a fully functional system.
  - Justify any deviations from the estimated BOQ with clear reasoning and documentation.

### 4. Evaluation of BOQ:

- During the technical evaluation, BBSC will assess:
  - **Accuracy:** Whether the BOQ adequately reflects the solution and meets all specified requirements.
  - **Completeness:** Whether the BOQ includes all components, accessories, and ancillaries required for the system to function as described.
  - **Feasibility:** Whether the equipment and materials listed are appropriate for the described solution.

### 5. Non-Compliance Consequences:

- If the BOQ submitted by the bidder:
  - Omits essential items required for system functionality.
  - Includes equipment that does not meet the Technical Specifications or Broadcast Standards.

- Is vague or inconsistent with the proposed solution.  
BBSC reserves the right to **disqualify the bid**.

**6. Flexibility for BBSC:**

- BBSC reserves the right to:
  - Request modifications to the BOQ during technical discussions or negotiations.
  - Remove or add items based on the actual project requirements during implementation.

No.	Description	Brand	Qty	Unit Price (Nu.)	Total Price (Nu.)	Remark
<b>1</b>	<b>Production Automation System</b>					
1.1	<b>Core Automation Server ( Main and backup)</b> High-performance server, dual processors, minimum 64GB RAM, redundant power supply, RAID storage, compatible with broadcast automation software. <i>Include any necessary equipment and parts for the proper functioning of the servers and work flow described in the Technical Specification.</i>	HP/Dell/ Equivalent	2			
1.2	Software, licences and other necessary requirements. <i>Include any necessary softwares and licences to achieve the requirement described in the Technical Specification.</i>	Broadcast standard	1			
<b>2</b>	<b>Playout Servers</b>					
2.1	<b>Playout server</b> Form Factor – 1RU with 8 Bi-directional I/O Ports Each Server CPU: Dual Intel Xeon 24C/48T or higher Motherboard: CPU compatible RAM: 64 GB DDR4 HDD: 2 X 480GB SSD on Raid 1 INTERNAL storage – 15 TB RAW – SSD Storage Network Adapter: Dual 10Gbps SFP+ or 10G Base T Power Supply: Dual hot plug <i>Include any necessary equipment and parts for the proper functioning of the servers and work flow described in the Technical Specification.</i>	HP/Dell/ Equivalent	2			

2.2	Software, licences and other necessary requirements. <i>Include any necessary softwares and licences to achieve the requirement described in the Technical Specification.</i>	Broadcast standard	1			
3	<b>Production Storage</b>					
3.1	<p><b>NAS Storage (256TB)</b></p> <p>The Storage Hardware should have at least dual Intel Xeon processor or similar.</p> <p>System should have minimum 64GB DDR4 memory</p> <p>Storage disks: 16 x enterprise-grade HDDs in 4, 6, 8, 10, or 16 TB capacities, hot-swappable, front accessible, RAID-6 protection (14+2) RAID Controller and standard RAID 6 protection</p> <p>The Drive should be hot swappable</p> <p>Hot-swappable Power Supplies, Fans, Media, and OS drives</p> <p>4 x 1 Gb ports included ,10GBASE-T, 10 GbE SFP+, 10/25G SFP28, and 100/50/40G QSFP28</p> <p>NIC options should be available</p> <p>Operating System (OS), disks: SSDs, hot swappable, rear-accessible, RAID-1 protection (1 +1)</p> <p><i>Include any necessary software, equipment and parts for the proper functioning of the servers and workflow described in the Technical Specification.</i></p>	Editshare/ Facilis/ Equivalent	1			
4	Other necessary installation materials	Broadcast Standard	Lot			
5	Installation, commissioning, testing and training		1			
	<b>Total</b>					