

**Request for Quotation for Procurement of goods and equipment for schools providing
Special Needs Education**

Loan No. 4340-BHU(COL)

Pathways for Emerging Skills and Jobs Project

**Department of Workforce Planning and Skills Development
Ministry of Education and Skills Development**

14/10/2025

REQUEST FOR QUOTATION - GOODS (RFQG)

Project Title : Pathways for Emerging Skills and Jobs Project (PESJP)

Source of Funding : Asian Development Bank (ADB)

Contract Ref : DWPSD/PESJP/G-16(b)/2025-2026/

Date of Issue of Request: 14/10/2025

To : _____

Sir/Madam:

1. The Project Management Unit, PESJP, Department of Workforce Planning and Skills Development, MoESD (Purchaser) hereby requests you to submit price quotation/(s) for the supply of the following items:

List of items

Item No.	Item	Qty
1	Index Basic-D V5, Braille Embosser, Continuous Sheet printing, Portable	01
2	Braille Ddisplay, Freedom Scientific Focus Blue 40 cells	02
3	Braille Display, HIMS QBraille XL 40 cells	02
4	Braille Display, HIMS eMotion 40 cells	02
5	Perkins Brailler Machine (Classic)	10
6	Portable Evo Recorder and Player (Latest version)	50
7	One sided Earphone	100
8	Bone Type Headphone with Bluetooth Connectivity	30
9	Tablets, RAM: 16 Gb, Storage 128 GB, Processor Type: Octa-Core, Display 1920 x 1200 minimum	415
10	PC Laptop, Core I-9 Minimum, RAM 24 GB, SSD Storage 1TB, Processor Speed 5.1 Minimum	1
11	3-D Printers	10

To assist you in the preparation of your price quotation we enclose the necessary **Supply and Delivery Schedule, Technical Specifications, Form of Quotation** and draft **Contract**.

2. If you/your firm, however, falls under any of the following conditions, your proposal shall not be considered:

- (a) you/your firm are/is not a citizen/national of an ADB member country, or
 - (b) you/your firm have/has been associated with the firm that prepared the design and specifications, or engaged in the preparation of the Project for which the contract that is subject of this request for quotations was identified, or
 - (c) you/your firm are/is owned by the Purchaser, or
 - (d) you/your firm are/is currently sanctioned or temporarily suspended by the Asian Development Bank for a violation of its [Anticorruption Policy](#) (1998, as amended to date), or
 - (e) the importation of goods or services from your country or any payment to persons or entities in your country is prohibited in compliance with a decision of the United Nations Security Council under Chapter VII of the Charter of the United Nations.]
3. To be qualified, you must have experience as a manufacturer or authorized supplier of the items covered by this **Request for Quotation** and, as evidence, you must also attach a document of your experience as supplier in at least one contract in the last 3 years of a size and nature similar to the items in the supply schedule of this contract.
4. Your quotation should be submitted in accordance with the following instructions, procedures, and the terms and conditions of the **Contract**.

Preparation of Quotations

- (a) Your price quotation/(s) shall be for all the items as described in attached documents and submitted only in the attached **Form of Quotation** with the priced **Supply, Delivery and Price Schedule**. The currency of quoted prices and payment shall be **Ngultrum**.
- (b) The prices should be quoted for supply and delivery to **Various schools as indicated in the supply and delivery schedule** and should be accompanied by adequate technical documentation and catalogue(s) and other printed material or pertinent information in English for each item quoted, including names and addresses of firms providing after-sales service facilities in Bhutan.
- (c) You shall submit only one set of quotations for the above items. Your quotation must be typed or written in indelible ink and shall be signed by you or your authorized representative. Without a signature in your **Form of Quotation**, your quotation will not be considered further.
- (d) You shall submit one original of the **Form of Quotation**, and clearly marked "Original". In

addition, you shall also submit one copy marked as "COPY". In case of any discrepancy between the Original and Copy, the original shall prevail.

- (e) Your quotation(s) should be valid for a period of 90 days from the deadline for submission of the quotation/(s) as indicated below. If you withdraw your quotation during the validity period and/or refuse to accept the award of a contract when and if awarded, then you will be excluded from the list of Suppliers for the project for two years

Submission and Opening

- (f) Your **Form of Quotation** with the priced **Supply and Delivery Schedule** should be submitted by **10.30 AM on 27th October 2025** with the required documents that should be signed, sealed in an envelope and addressed to and delivered to the following address:

Purchaser's Address : Project Director

Pathways for Emerging Skills and Jobs Project

Department of Workforce Planning and Skills Development

Ministry of Education and Skills Development

- (g) Quotations shall be opened in public, in the presence of participating suppliers' representatives who choose to attend, on **27th October 2025** at **11.00 AM** and at the following address.

Conference Hall of the Department of Work Force Planning and Skills Development, MoESD.

Evaluation and Comparison

- (h) Quotations determined to be substantially responsive to this **Request for Quotation** will be evaluated by comparison of their offer prices. A quotation is not substantially responsive if it contains material deviations or reservations to the terms, conditions, and specifications in this **Request for Quotation**.
- (i) In evaluating the quotations, the Purchaser will adjust for any arithmetical errors as follows:
 - (i) where there is a discrepancy between amounts in figures and in words, the amount in words will govern; and
 - (ii) where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern.

If you refuse to accept the correction, your quotation will be rejected.

Award of Contract

- (j) The Purchaser shall award the contract to the Supplier whose quotation has been determined to be substantially responsive to this **Request for Quotation** and who has offered the lowest price quotation for this package as a whole (lot basis). However, in case none of the bidders are fully responsive for all the items under this package, price quotation will be evaluated on item basis and contract will be awarded to the firms offering the lowest evaluated cost of the items (item basis).
 - (k) The Supplier whose quotation has been accepted will be notified by the Purchaser within 90 days from the date of submission of quotation through the return of a copy of the **Form of Quotation** with **Acceptance** signed by the authorized representative of the Purchaser.
 - (l) The successful Supplier shall sign the **Contract** governed by the **Contract Terms and Conditions**. "In addition to the quoted price, the contract price shall include Value Added Tax (VAT) in Bhutan (Purchaser's country)".
5. Further information can be obtained from:
- Name : Tshewang Gyeltshen, Procurement Specialist
Address : Project Management Unit, DWPSD, MoESD
E-mail : procotshewang2024@gmail.com
6. The Purchaser intends to apply funds from the **Asian Development Bank (ADB)** for eligible payments under the **Contract** resulting from this **Request for Quotation**.
7. Under [ADB's Anticorruption Policy](#) (1998, as amended to date), suppliers shall observe the highest standard of ethics during the procurement and execution of such contracts. ADB may reject a proposal for award, and may impose sanctions or other remedial actions on parties involved, if it determines that the supplier recommended for award or any other party, directly or through an agent, has engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations in competing for, or in executing, the Contract. At the time of submission of your quotation, you should not be in ADB's sanctions list. A firm/individual shall not be eligible to participate in any procurement activities under an ADB-financed, -administered, or -supported project while under temporary suspension or debarment by ADB pursuant to its Anticorruption Policy, whether such debarment was directly imposed by ADB, or enforced by ADB pursuant to the Agreement for Mutual Enforcement of Debarment Decisions.
8. You/your firm, joint venture partners, associates, parent company, affiliates or subsidiaries,

including any subcontractors or suppliers for any part of the Contract, are not, or have never been, temporarily suspended, debarred, declared ineligible, or blacklisted by the purchaser's country, any international organization, and other donor agency.

If so debarred, declared ineligible, temporarily suspended, or blacklisted, please state details (as applicable to each joint venture partner, associate, parent company, affiliate, subsidiaries, subcontractors, and/or suppliers):¹

(a) Name of Institution: _____

(b) Period of debarment, ineligibility, or blacklisting (start and end date): _____

(c) Reason for the debarment, ineligibility, or blacklisting: _____

9. You/your firm's, joint venture partners', associates', parent company's affiliates' or subsidiaries', including any subcontractors' or suppliers', key officers and directors have not been [charged or convicted] of any criminal offense (including felonies and misdemeanors) or infractions/violations of ordinance which carry the penalty of imprisonment.

If so charged or convicted, please state details:²

(a) Nature of the offense/violation: _____

(b) Court/Area of jurisdiction: _____

(c) Resolution (i.e. dismissed; settled; convicted/duration of penalty): _____

(d) Other relevant details:

10. You/your firm understands that it is your obligation to notify ADB should you/your firm, joint venture partners, associates, parent company, affiliates or subsidiaries, including any Subcontractors or Suppliers, be temporarily suspended, debarred or become ineligible to work with ADB or any other multilateral development banks, the purchaser's country, international organizations, and other donor agencies, or any of your key officers and directors be charged or convicted of any criminal offense or infractions/violations of ordinance which carry the penalty of imprisonment.

11. Any misrepresentation that knowingly or recklessly misleads, or attempts to mislead may lead to the automatic rejection of the quotation/bid or cancellation of the contract, if awarded, and may result in remedial actions, in accordance with ADB's Anticorruption Policy (1998, as

¹ Any such disclosure shall be forwarded by the Purchaser to ADB.

² Any such disclosure shall be forwarded by the Purchaser to ADB.

amended to date) and Integrity Principles and Guidelines (2015 as amended from time to time).

12. A bidder shall not have a conflict of interest. All bidders found to have a conflict of interest shall be disqualified.
13. Please confirm by fax/e-mail the receipt of this request and whether or not you will submit the price quotation(s).

Sincerely,


Project Director

Attachment 1
SUPPLY AND DELIVERY SCHEDULE


Item No.	Item	Qty	Unit Rate	Amount	Delivery Location	Delivery Duration
1	Index Basic-D V5, Braille Embosser, Continuous Sheet printing, Portable	01			DSE, ECCD&SEN division.	The goods should be delivered to Various locations within 90 days from the date of supply order.
2	Braille Ddisplay, Freedom Scientific Focus Blue 40 cells	02			DSE, ECCD&SEN division.	
3	Braille Display, HIMS QBraille XL 40 cells	02			DSE, ECCD&SEN division.	
4	Braille Display, HIMS eMotion 40 cells	02			DSE, ECCD&SEN division.	
5	Perkins Brailler Machine (Classic)	10			Muenselling, Khaling LSS and Jigme Sherubling HSS	
6	Portable Evo Recorder and Player (Latest version)	50			DSE, ECCD&SEN division.	
7	One sided Earphone	100			Muenselling, Khaling LSS and Jigme Sherubling HSS	
8	Bone Type Headphone with Bluetooth Connectivity	30			DSE, ECCD&SEN division.	
9	Tablets, RAM: 16 Gb, Storage 128 GB, Processor Type: Octa-Core, Display 1920 x 1200 minimum	415			DSE, ECCD&SEN division.	
10	PC Laptop, Core I-9 Minimum, RAM 24 GB, SSD Storage 1TB, Processor Speed 5.1 Minimum	1			DSE, ECCD&SEN division.	
11	3-D Printers	10			1. Changangkha MSS, 2. Wangsel Institute, 3. Muenselling Institute, 4. Tendruk CS, 5. Mongar MSS, 6. Kamji CS, 7. Sonamgang PS, 8. Gelephu LSS, 9. Samtse LSS and 10. Samdrup Jongkhar PS.	

Attachment 2


1. Index Basic-D V5, Braille Embosser, Continuous

Features		Required	Complied	Bidder's specifications
			(Yes/No)	(Please attach the original brochures)
Make and Model				
Country of Origin				
Technical Specification and Minimum Requirements	Type 1: <ul style="list-style-type: none"> • Printing Modes: Supports both single-sided and double-sided • Tactile Resolution: Provides a tactile resolution of 50 dots per inch • Adjustable Paper Sizes: Allows for flexible paper size adjustments. • Network Capabilities: Equipped with Wi-Fi and wired network interfaces. • Height: 13 cm (5.12 inches) • Width: 52 cm (20.47 inches) • Net Weight: 7.6 kg (16.72 lbs) 			
	Warranty: 2 Years			


2. Braille Display, Freedom Scientific Focus Blue 40 cells

Features		Required	Complied	Bidder's specifications
			(Yes/No)	(Please attach the original brochures)
Make and Model				
Country of Origin				
Technical Specification and Minimum Requirements	<p>2.Type: Braille Display, Freedom Scientific Focus Blue 40 cells</p> <ul style="list-style-type: none"> • Braille Display: 40 refreshable Braille • Keyboard: 8-dot Perkins-style Braille • VariBraille: Adjustable Braille dot • Dimensions: 368 x 78 x 19 mm (14.5 x 3 x 0.75 inches). • Weight: Approximately 565 grams (1.24 lbs). • Compatibility: Integrates with JAWS for combined speech and Braille access 			
	Warranty: 2 Years			


3. Braille Display, HIMS QBraille XL 40 cells

Features		Required	Complied	Bidder's specifications
			(Yes/No)	(Please attach the original brochures)
Make and Model				
Country of Origin				
Technical Specification and Minimum Requirements	3.Type: Braille Display, HIMS QBraille XL 40 cells Braille Display: 40 refreshable braille cells Compatibility: JAWS and NVDA Dimensions and Weight: <ul style="list-style-type: none"> • Width: 12.20 inches • Depth: 4.69 inches • Height: 0.71 inches • Weight: 825 g 			
	Warranty: 2 Years			


4. Braille Display, HIMS eMotion 40 cells

Features		Required	Complied	Bidder's specifications
			(Yes/No)	(Please attach the original brochures)
Make and Model				
Country of Origin				
Technical Specification and Minimum Requirements	<p>4.Type: Braille Display, HIMS eMotion 40 cells</p> <ul style="list-style-type: none">• Braille Display: 40 braille cells• Keyboard: 8-key Perkins-style keyboard• Width: 12.6 inches (320 mm)• Depth: 3.5 inches (90 mm)• Height: 0.8 inches (21 mm)• Weight: 1.6 lbs (740 g) 			
	<p>Warranty: 2 Years</p>			


5. Perkins Braille Machine (Classic)

Features		Required	Complied	Bidder's specifications
			(Yes/No)	(Please attach the original brochures)
Make and Model				
Country of Origin				
Technical Specification and Minimum Requirements	<p>5. Type: Perkins Braille Machine (Classic)</p> <p>Model: Classic Perkins Braille</p> <p>Dimensions:</p> <ul style="list-style-type: none"> • Length: 13 inches (330 mm) • Width: 9.75 inches (248 mm) • Height: 5.5 inches (140 mm) • Weight: Approx. 10 lbs (4.5 kg) 			
	Warranty: 2 Years			


6. Portable Evo Recorder and Player

Features		Required	Complied	Bidder's specifications
			(Yes/No)	(Please attach the original brochures)
Make and Model				
Country of Origin				
Technical Specification and Minimum Requirements	<p>6. Type: Portable Evo Recorder and Player</p> <ul style="list-style-type: none"> • Audio Recording System: Rotary head, FM stereo system • Recording Time: • SP Mode: Up to 2 hours 30 minutes • LP Mode: Up to 5 hours (with Sony P6-150 cassette) • Dimensions: Approximately 148 mm (W) x 48 mm (H) x 135 mm (D) • Weight: Approximately 650 g (1 lb. 7 oz.) without battery 			
	Warranty: 2 Years			

7. One sided Earphone


Features		Required	Complied	Bidder's specifications
			(Yes/No)	(Please attach the original brochures)
Make and Model				
Country of Origin				
Technical Specification and Minimum Requirements	<p>7. Type: One sided Earphone</p> <ul style="list-style-type: none"> • Audio Performance: • • Sensitivity: 90dB – 110dB • Sound Output: Mono / Stereo-to-Mono <p>Connectivity:</p> <ul style="list-style-type: none"> • Cable Length: 1m – 2.5m • Cable Type: Tangle-free, braided, or rubber-coated • Bluetooth Version: 4.0 / 5.0 / 5.3 • Range: 10m – 30m 			
	Warranty: 2 Years			

8. Bone Type Headphone with Bluetooth Connectivity


Features		Required	Complied	Bidder's specifications
			(Yes/No)	(Please attach the original brochures)
Make and Model				
Country of Origin				
Technical Specification and Minimum Requirements	<p>8. Type: Bone Type Headphone with Bluetooth Connectivity</p> <ul style="list-style-type: none"> • Technology: Bone Conduction • Type: Open-ear, wireless • Usage: Sports, outdoor activities, casual listening <p>Audio & Microphone:</p> <ul style="list-style-type: none"> • Speaker Type: Bone conduction transducers • Microphone: Dual noise-canceling microphones • Microphone Sensitivity: -38 dB \pm 3 dB <p>Connectivity:</p> <ul style="list-style-type: none"> • Wireless Technology: Bluetooth 5.0 / 5.2 / 5.3 (varies by model) • Bluetooth Range: 10m (33 ft) 			
	Warranty: 2 Years			

9. Tablets

Features		Required	Complied	Bidder's specifications
			(Yes/No)	(Please attach the original brochures)

Make and Model				
Country of Origin				
Technical Specification and Minimum Requirements	<p>9. Type: Tablets</p> <ul style="list-style-type: none"> • RAM: 16 Gb • Storage 128 GB • Processor Type: Octa-Core <p>Display 1920 x 1200 minimum</p> 			
	<p>Warranty: 2 Years</p>			

10. PC Laptops

Features		Required	Complied	Bidder's specifications
			(Yes/No)	(Please attach the original brochures)
Make and Model				
Country of Origin				
Technical Specification and Minimum Requirements	10. Type: PC Laptops <ul style="list-style-type: none"> ● Core I-9 Minimum ● RAM 24 GB ● SSD Storage 1TB ● Processor Speed 5.1 Minimum 			
	Warranty: 2 Years			

11. 3-D Printers

Features		Required	Complied	Bidder's specifications
			(Yes/No)	(Please attach the original brochures)
Make and Model				
Country of Origin				
Technical Specification and Minimum Requirements	<p>11. Type: 3-D Printers</p> <ul style="list-style-type: none">● USB, SD Card, Wi-Fi, Ethernet, Cloud Printing.● Touchscreen Interface: LCD or color touchscreen for control.● Fused Deposition Modeling: Uses thermoplastic filaments like PLA, ABS, PETG.● Stereolithography (SLA) – Uses liquid resin and UV laser for high-detail prints.● Digital Light Processing (DLP) – Similar to SLA but uses a projector instead of a laser. <p>Supported Materials</p> <ul style="list-style-type: none">● FDM: PLA, ABS, PETG, Nylon, TPU, PEEK, Carbon Fiber.● SLA/DLP: Standard, Tough, Flexible, Castable, Dental Resins.			
	Warranty: 2 Years			

FORM OF QUOTATION
(Goods)

_____ (Date)

To: _____ [Purchaser's Name]
_____ [Purchaser's Address]

We offer to execute the **G-16(b): Procurement of goods and equipment for schools providing Special Needs Education** in accordance with the **Contract Terms and Conditions** and the priced **Supply and Delivery Schedule** accompanying this Quotation for the Contract Price of _____ [amount in words and numbers] (_____) [name of currency]_____. We propose to complete the delivery of Goods described in the Contract within the Delivery Time indicated in the priced **Supply and Delivery Schedule**.

This Quotation and your written acceptance will constitute a binding Contract between us. We understand that you are not bound to accept the lowest or any Quotation you receive.

We hereby confirm that this Quotation complies with the Validity of the Offer and Warranty conditions imposed by the **Request for Quotation** document and the **Contract Terms and Conditions**, respectively.

We: (a) are a national of an ADB member country; (b) have not been associated with the firm that prepared the design and specifications of the contract that is subject of this request for quotation; (c) are not owned by the Purchaser; (d) are not currently sanctioned or temporarily suspended by the Asian Development Bank; and (e) to the best of our knowledge, is not prohibited from being contracted in compliance with a decision of the United Nations Security Council.

Name of Supplier : _____
Authorized Signature : _____
Name of Signatory : _____
Title of Signatory : _____
Address : _____

Telephone Number : _____

Fax Number, if any : _____

Email address (optional): _____

ACCEPTANCE

The Purchaser accepts the Supplier's offer to supply and deliver the goods. Attached is the Contract with accepted Contract price for Supplier's signature to be submitted to the Purchaser within 15 days from receipt. [Please provide a Performance Security for the due performance of the Contract, within 15 days of receipt of this returned **Form of Quotation**, in the amount equivalent to 10% of the Contract Price.]

Name of Purchaser : Project Management Unit, DWPSD, MoESD

Authorized Signature : Project Director

Name of Signatory : Mr. Sangay Dorji

Title of Signatory : Project Director

Date : _____

CONTRACT

Name of Country: Bhutan

Project Name: Pathways for Emerging Skills and Jobs Project (PESJP)

Name of Contract: _____

Contract Number _____

This Contract is entered into on __[date]__ day of __[month]__, __[year]__, between **Department of Workforce Planning and Skills Development, Ministry of Education and Skills Development** (hereinafter called “the Purchaser”) on the one part, and ____[name of Supplier]____ (hereinafter called “the Supplier”) on the other part.

Whereas the Purchaser has requested for quotation for _____ [description of goods] to be supplied by Supplier in accordance with the **Contract**, and has accepted the Quotation by the Supplier in the amount of ____[amount in words]____ [amount in figures] hereinafter called “the Contract Price”.

The Purchaser and the Supplier agree as follows:

1. The following documents shall be deemed to form and be read and construed as part of this Contract, viz:
 - a) **Form of Quotation**, with **Supply and Delivery Schedule**;
 - b) **Contract Terms and Conditions**; and
 - c) **Technical Specifications**
2. Taking into account payments to be made by the Purchaser to the Supplier as provided herein, the Supplier hereby enters into this **Contract** with the Purchaser to execute and complete the supply of goods under the Contract and remedy any defects therein in conformity with the provisions of this **Contract** and its **Terms and Conditions**.
3. The Purchaser agrees to pay the Supplier, in consideration of the supply and delivery of the goods and the remedying of defects therein, the **Contract Price** as indicated and accepted in

the **Form of Quotation**, under payment terms stipulated in the **Contract Terms and Conditions**.

IN WITNESS whereof the parties hereto have executed the Contract under the laws of _____ [*country of Purchaser*] on the date indicated above.

Signature and seal of the Purchaser:

For and on behalf of

Name of Authorized Representative

Signature and seal of the Supplier:

For and on behalf of

Name of Authorized Representative

CONTRACT TERMS AND CONDITIONS

Project Name: **Pathways for Emerging Skills and Jobs Project**

Purchaser: **Project Management Unit, DWPSD, MoESD**

Package No. **G-16(b): Procurement of goods and equipment for schools providing Special Needs Education**

Definitions

- (a) "Contract" means the agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendixes, and all documents incorporated by reference therein.
- (b) "Contract Documents" means the documents listed in the Agreement, including any amendments thereto.
- (c) "Contract Price" means the price payable to the Supplier as specified in the Agreement, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.
- (d) "Delivery" means the transfer of the Goods from the Supplier to the Purchaser in accordance with the terms and conditions set forth in the Contract.
- (e) "Completion" means the fulfilment of the delivery and any related service by the Supplier in accordance with the terms and conditions set forth in the Contract.
- (f) "Goods" means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Purchaser under the Contract.
- (g) "Purchaser" means the entity purchasing the Goods and Related Services, as specified in the SCC.
- (h) "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 Purchaser and is named as such in the Agreement, and includes the legal successors or permitted assigns of the Supplier.
- (i) "ADB" is the Asian Development Bank.

1. Applicable Law

- 2.1 The Contract shall be interpreted in accordance with the laws of the Purchaser's country (**Law of Kingdom of Bhutan**).

2. Language

- 3.1 All communications and documents related to the Contract shall be in English.

3. Assignment

- 4.1 Any assignment of this Contract or of any rights hereunder, in whole or in part without the prior written consent of the Purchaser shall be void.

4. Fraud and Corruption

- 5.1 This Contract shall be covered by the provisions of [ADB's Anticorruption Policy](#) (1998, as amended to date) and [Integrity Principles and Guidelines](#) (2015, as amended from time to time) that requires Borrowers (including beneficiaries of ADB-financed activity), as well as Suppliers and Contractors under ADB-financed contracts, to observe the highest standard of ethics during the procurement and execution of such contracts.

5. Fixed Contract Price

- 6.1 The prices indicated in the Form of Quotation are firm and fixed and not subject to any adjustment during contract performance.

6. Delivery Schedule

- 7.1 The delivery should be completed as per schedule indicated in the **Supply and Delivery Schedule** but not exceeding 4 months from the date of issuing the supply order.

7. Required Technical Specifications (with attachments as necessary)

- (a) General Description
- (b) Specific details and technical standards
- (c) Performance Parameters

Supplier confirms compliance with above specifications.

8. Delivery and Documents

- 9.1 Upon delivery, the Supplier shall provide the following documents to the Purchaser:

- (a) copies of the Supplier's invoice showing goods' description, quantity, unit price, and total amount;
- (b) manufacturer's or supplier's warranty certificate; and

(c) certificate of origin.

If goods are coming by courier, supplier shall also provide prior to delivery, copies of documents that will enable Purchaser to receive the goods. The above documents shall be received by the Purchaser at least one week before arrival of the goods and, if not received, the Supplier shall be responsible for any consequent expenses.

9. Taxes and Duties

10.1 The Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.

10. Payment

11.1 Payment of the contract price shall be made in the following manner:

(a) (Optional advance payment) 10% within 14 days of signing the contract. Payment shall be made upon presentation by Supplier of verifiable proof of availability of goods ready for shipment/delivery.

(b) 90% (or 80% if advance payment made) within 30 days from receipt by the Purchaser of the delivered goods on site in accordance with the contract (or whatever is appropriate for the goods being procured) including the required documents; and

(c) 10% within 14 days upon submission of Supplier's claim supported by the acceptance certificate issued by the Purchaser.

11. Warranty

12.1 Goods offered should be covered by manufacturer's warranty for at least 12 months from the date of delivery to the Purchaser.

12. Defects

13.1 All defects will be corrected by the Supplier without any cost to the Purchaser within 30 days from the date of notice by Purchaser. The name and address of service facility where the defects are to be corrected by the Supplier within the warranty period are:

Address: Various schools and institutes as indicated in the supply and delivery schedule.

13. Resolution of Disputes

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

with the Contract. In the case of an unresolved dispute between the Purchaser and the Supplier, the dispute shall be settled in accordance with the provisions of the Arbitration Act of Royal Government of Royal Government of Bhutan.

14. Failure to Perform

- 15.1 Failure to perform or delay delivery. The supplier will be liable to pay liquidated damage for delay delivery at the rate of 0.5% of the contract price per week. The maximum amount of Liquidated damage shall be 10% of the contract price of the undelivered items. Any delay beyond 10% will be termed as fundamental breach of contract and the purchaser may cancel the contract upon 14 days' notice to the supplier.

15. Force Majeure

- 16.1 The supplier shall not be liable for penalties or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

(a) For purposes of this Clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but not restricted to, act of Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

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

16. Termination Due to Integrity Violation

- 17.1 The Purchaser may terminate this Contract, in whole or in part, if the Supplier, in the judgment of the Purchaser has engaged in integrity violations in accordance with Clause 5 [Fraud and Corruption], in competing for or in executing this Contract.

17. Accounts and Records

- 18.1 The Supplier shall keep accurate and systematic accounts and records in respect of the delivered goods in such form and detail as are customary in the industry, for a period of no less than 3 years after the expiration or termination of this Contract.

18. Suspension of ADB Loan or Credit

19.1 In the event that ADB suspends the Loan or Credit to the Purchaser, from which part of the payments to the Supplier are being made,

(a) the Purchaser is obligated to notify the Supplier, with copy to the Purchaser's representative, of such suspension within 7 days of having received ADB's suspension notice.

(b) if the Supplier has not received sums due it within the 28 days for payment provided for in Clause 11 [Payments], the Supplier may immediately issue a 14-day termination notice.