



IN COLLOBRATION WITH CARLEP IFAD



BIDDING DOCUMENT

FOR

**“SUPPLY, INSTALLATION, COMMISSIONING AND TESTING OF
GOUDA PROCESSING, PROCESSED CHEESE AND YOGURT
PROCESSING PLANTS ON TURNKEY BASIS”**

INTERNATIONAL COMPETITIVE BIDDING (ICB)

NIT No. KIL/10/2025/256

DATE: 15/05/2025

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

Invitation for Bids
(International Competitive Bidding)

Koufuku International Limited (KIL), Chenangri, Trashigang, invites sealed bids under International Competitive Bidding (ICB) from eligible and qualified firms possessing valid trade licenses for the **Supply, Installation, Commissioning and Testing of Gouda Cheese, Processed Cheese, and Yogurt Processing Plants on a Turnkey basis.**

1. The complete set of bidding documents can be downloaded from www.tender.bt and the official KIL Facebook page from May 15, 2025 to June 13, 2025.
2. All bids must be accompanied by a bid security drawn in favor of Chief Executive Officer, Koufuku International Limited, Chenangri, Trashigang.
3. Bids must be submitted in hard copy and delivered to the address below on or before 11:00 AM, June 13, 2025. However, international bidders or those based outside Bhutan may submit their bids through the e-procurement system at www.tender.bt.
4. The bids will be opened at 2:30 PM on June 13, 2025, in the CEO's Chamber, KIL, Chenangri, Trashigang, in the presence of bidders or their representatives who wish to attend.
5. Interested bidders may obtain further information or clarifications from the Assistant Procurement Manager, KIL, at +975-17171138 during office hours only.



(Throwa Tenzin)
Chief Executive Officer



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Koufuku International Limited
A Dairy Processing Plant
Chenangri, Trashigang: Bhutan

NOTICE INVITING TENDER
(International Competitive Bidding)

For

Supply, Installation, Commissioning and Testing of Gouda Processing, Processed Cheese and Yogurt Processing Plants on Turnkey Basis

NIT No. KIL/10/2025/256

Date: 15/05/2025

Koufuku International Limited, invites sealed Bids from eligible Bidders meeting the qualification requirements for the “Supply, Installation, Commissioning and Testing of Gouda Processing, Processed Cheese and Yogurt Processing Plants on Turnkey Basis”

1. The brief scope of supply and related services is as under:

Supply, delivery, installation, commissioning, and testing of new equipment and machinery for the turnkey execution of Gouda cheese processing, Processed cheese, and Yogurt processing plants, including inline integration and automation with the existing systems at the Koufuku International Limited (KIL) plant.

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

Tender No and date	KIL/10/2025/256 dated 15/05/2025
Bidding Documents shall be available from	15/05/2025- 13/06/2025
Bid receipt date & time	13/06/2025 11:00 Hrs BST
Bid opening date & time	13/06/2025 14:30 Hrs BST
Bidding Documents shall be available at	Uploaded in e-procurement www.tender.bt official KIL Facebook Page

3. Interested Bidders may obtain the bidding documents from www.tender.bt. and official KIL Facebook Page

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

Chief Executive officer
Koufuku International Limited
Chenangri, Trashigang
Contact No. +975-17171138

5. Qualification Requirement for Bidders shall be as specified in the Bidding Data Sheet (BDS)
6. Bids must be submitted in hard copy and delivered to the address below on or before 11:00 AM, June 13, 2025. However, international bidders or those based outside Bhutan may submit their bids online through the e-procurement portal: www.tender.bt. Refer to the **Vendor Registration Manual** and **Bidding User Manual** available under the *Downloads* section on the website for detailed guidance on the bid submission process.
7. KIL reserves the right to accept or reject any Bid partly or fully or cancel the bidding process without assigning any reasons thereof and in such case no Bidder shall have any claim arising out of such action of KIL.
8. Address for Communication (Bid Submission):

Name: Mr. Kunzang Chopel
Designation: Asst. Procurement Manager
Address: Chenangri, Trashigang
Telephone: +975-17171138
E-mail: pekc93@gmail.com

SECTION I. INSTRUCTIONS TO BIDDERS

A. INTRODUCTION

ITB.1 Definitions and Interpretations

- ITB.1.1 Unless otherwise stated, throughout this Bidding Document definitions and interpretations shall be as prescribed in the General Conditions of Contract (GCC).

ITB.2 Source of Funds

- ITB.2.1 CARLEP, IFAD intends to finance the procurement covered under these Bidding Documents from the source as mentioned in Bidding Data Sheet (BDS).

ITB.3 Scope of Supply

- ITB.3.1 The scope of supply of Goods and services incidental thereto shall be as specified in **Section VI**, and Technical Specification. The name and identification number of the Contract is provided in the NIT.

ITB.4 Fraud and Corruption

- ITB.4.1 KIL requires that the Bidders, Contractors and their Subcontractors and their respective employees, consultants & agents, shall observe the highest standards of ethics during the bidding process and execution of contracts. In pursuance of this policy, the terms “Corrupt practice”, “Fraudulent practice”, “Collusive practice”, “Coercive practice” and “Obstructive practice” shall be as per definition in GCC.4.2.
- ITB.4.2 KIL will reject a Bid 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;
- ITB.4.3 KIL will declare the Bidder ineligible, either indefinitely or for a stated period of time, if at any time determines that the Bidder has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for, or in executing, a Contract;
- ITB.4.4 KIL requires that Bidders, as a condition of admission to eligibility, execute and attach to their Bids an Integrity Pact Statement as per Form: 5 of Section V. Failure to provide a duly executed Integrity Pact Statement may result in disqualification of the Bid; and

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- ITB.4.5 KIL will report any case of corrupt, fraudulent, collusive, coercive or obstructive practice to the relevant agencies, including but not limited to the Anti-corruption Commission (ACC) of the Kingdom of Bhutan, for necessary action in accordance with the statutes and provisions of the relevant agency
- ITB.4.6 KIL shall have the discretion to take any or all of the actions specified under ITB.4.2, ITB.4.3, ITB.4.4 and ITB.4.5.
- ITB.4.7 Furthermore, the Bidders shall make them fully aware of the provisions stated in GCC.4 with regard to Fraud and Corruption

ITB.5 Eligible Bidders

- ITB.5.1 A Bidder shall be an incorporated legal entity or a Joint Venture (JV) of such entities under an existing agreement where JVs are permitted. A Bidder, and all parties constituting the Bidder, may have the nationality of any country, subject to the restrictions specified in ITB. 7. A Bidder shall be deemed to have the nationality of a country if the Bidder is constituted, incorporated, or registered and operates in conformity with the provisions of the laws of that country. This criteria shall also apply to the determination of the nationality of the proposed Subcontractors for any part of the Contract.
- ITB.5.2 A Bidder shall not have conflict of interest. Any Bidder, 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 the same 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 KIL 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, or
 - b) Submit more than one Bid in this bidding process, except for alternative offers permitted under ITB Clause 18. 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, KIL employee, his spouse or any of the dependent parent or close relative of a KIL employee. For the purposes of this sub-paragraph, a close relative is defined as immediate family which includes, brother, sister and own children.
- ITB.5.3 A company formed by the merger of two or more companies or divisions of such companies engaged in procurement of Goods as specified in the Bidding Documents can also participate, provided the constituent companies or divisions before merger, individually or jointly meet the stipulated qualification requirements fully.

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- ITB.5.4 If so specified in the BDS, in the case of a Bidder not doing business within the Kingdom of Bhutan, the Bidder will be (if awarded the Contract) represented by an agent in the Kingdom of Bhutan, who shall be a legal entity, equipped and able to carry out the Supplier's maintenance, repair and spare parts-stocking obligations prescribed in the Technical Specifications
- ITB.5.5 The Bidder shall provide such evidence of their continued eligibility satisfactory to the KIL as the KIL shall reasonably request till the award of the contract.
- ITB.5.6 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 KIL.
- ITB.5.7

ITB.6 Exclusion of Bidders

- ITB.6.1 A Bidder shall be ineligible for participating in this bidding process under the following circumstances:
- a) as a matter of law or official regulation, RGoB prohibits commercial relations with the country in which the Bidder is constituted, incorporated or registered; or
 - b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. RGoB prohibits any import of Goods or contracting of Services from the Country in which the Bidder is constituted, incorporated or registered or any payments to persons or entities in that country; or
 - c) The Bidders is insolvent or is in receivership or is a bankrupt or is in the process of being wound up; or has entered into an arrangement with the creditors; or
 - d) The Bidders' affairs are being administered by a court, judicial officer or appointed liquidator; or
 - e) The Bidder has suspended business or is in any analogous situation arising from similar procedures under the laws and regulations of his country of establishment; or
 - f) The Bidder has been found guilty of professional misconduct by any competent authority as per law or any professional body; or
 - g) Have at least one controlling shareholder in common; or
 - h) Receive or have received any direct or indirect subsidy from either party;
 - i) Have a relationship with each other, directly or through common third parties, that puts them in the position to have access to the information about or influence on the bid of

another bidder, or influence the decision of the employer regarding this bidding process;
or

- j) The Bidder 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
- k) The Bidder has been declared by KIL or the Anti-Corruption Commission to be ineligible for participation in tenders on account of any fraud and/or corruption in competing or executing a Contract; or
- l) The Bidder has been debarred from participation in public procurement by any competent authority as per law.

ITB.7 Eligible Goods and Related Services

- ITB.7.1 All the Goods and Related Services to be supplied under the Contract may have their origin in any country, in accordance to ITB. 6.1 (a & b).
- ITB.7.2 For the purposes of this Clause, the term “Goods” includes commodities, raw material, machinery, equipment and industrial plants; and “Related Services” includes services such as insurance, supervision, installation, training, and initial maintenance.
- ITB.7.3 The term “origin” means the country where the Goods have been mined, grown, cultivated, produced, manufactured or processed; or, through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.

B. CONTENTS OF BIDDING DOCUMENT

ITB.8 Parts of Bidding Document

- ITB.8.1 The Bidding Document consists of Bidding Procedure and Contracts which include all the Sections indicated below, and should be read in conjunction with any Addenda issued in accordance with ITB Clause 9.

Sl.No	Description
1	NOTICE INVITING TENDER
2	Section I: Instructions to Bidders

3	Section II: Bid Data Sheet (BDS)
4	Section III : General Conditions of Contract (GCC)
5	Section IV: Special Conditions of Contract (SCC)
6	Section V: Bidding Forms
7	Section VI: Technical Specifications
8	Section VII: Guaranteed Technical Particulars (GTP)
9	Section VIII: Bidder Qualification and Evaluation Criteria
10	Section IX: Contracts Forms

ITB.9 General Information

- ITB.9.1 The Invitation for Bids issued by the Purchaser is not part of the Bidding Document.
- ITB.9.2 KIL is not responsible for the completeness of the Bidding Document and their addenda, if any, if these were not obtained directly from the Purchaser.
- ITB.9.3 The Bidder is expected to examine all instructions, forms, terms and specifications in the Bidding Document. Failure to furnish all information or documentation required by the Bidding Document may result in the rejection of the Bid.

ITB.10 Clarification of Bidding Document

- ITB.10.1 The Bidder shall examine the Bidding Documents thoroughly in all respects and if any conflict, discrepancy, error or omission is observed, Bidder may request clarification promptly. A prospective Bidder requiring any clarification on Bidding Documents may notify KIL in writing, to the address mentioned in BDS, not later than the date and time specified in BDS
- ITB.10.2 KIL will issue clarification(s) as it may think fit in writing not later than fifteen (15) days prior to the deadline/ extended deadline for submission of Bids prescribed by KIL. All such clarifications shall form part of the Bidding Documents and shall accompany the Bidder's Proposal. Copies of KIL's response (including an explanation of the query but without identifying its source) will be sent to all prospective Bidders who have registered with KIL.
- ITB.10.3 For the information of Bidders, the clarifications shall also be uploaded on the website. The Bidders are advised to visit the website of the company from time to time in their own interest.

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- ITB.10.4 Bidders shall not be allowed to seek any clarification of the Bidding Documents in person or by telephone or other verbal means. Any queries sent by the Bidders after the date and time notified as per BDS or extended date, if any, shall not be entertained.
- ITB.10.5 Should KIL deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure under ITB. 12.
- ITB.10.6 Any failure by the Bidder to comply with the aforesaid requirement shall not excuse the Bidder for performing the works in accordance with the contract, in case of award.
- ITB.10.7 A pre-bid meeting shall be conducted only, if necessary, to clarify doubts and concerns of the Bidders prior to submission of Bids. The Bidders shall be invited to attend a pre-bid meeting to be held on the date, time and location specified in BDS.
- ITB.10.8 Non-attendance at the pre-bid meeting will not be a cause for disqualification of Bidders but at the same time shall not entitle them to raise any query at a later date.
- ITB.10.9 The Bidders are requested to submit their questions and queries in writing not later than one week before the meeting. Clarifications to the queries raised in the pre-bid meeting, including the text of the questions raised without identifying the source, and the responses given together with any responses prepared after the meeting, shall be circulated to all Bidders and also uploaded on the KIL's website.
- ITB.10.10 Any modification to the Bidding Documents that may become necessary as a result of the pre-bid meeting shall be made by the Purchaser through the issue of an addendum and not through the clarifications to the queries of pre-bid meeting.
- ITB.11 Site Visit**
- ITB.11.1 The Bidder is advised to visit and examine the site and its surroundings where the works are to be executed. The Bidder shall obtain, at its own responsibility and risk, all information necessary for preparing the bid and entering into a contract for the execution of the works. The costs associated with the site visit shall be fully borne by the Bidder. KIL will facilitate the site visit; however, the Bidder is required to provide advance notice of the intended site visit.
- ITB.11.2. In their own interest, the Bidders are required to familiarize themselves with the Income Tax Act, prevailing labour laws including laws and regulations governing engagement of labour for employment and deployment at site & other related acts and laws prevalent in the Kingdom of Bhutan. Further, the Bidders are required to comply with these acts/laws and other relevant provisions particularly with reference to the execution of the works.
- ITB.11.3. Foreign Bidders shall familiarize themselves especially with the rules and regulations applicable to the foreign firms for carrying out business in the Kingdom of Bhutan.

ITB.12 Amendment of Bidding Documents

- ITB.12.1 At any time prior to the deadline for submission of Bids, the KIL may amend the Bidding Documents by issuing an addendum. This may be done either on the KIL's own initiative or in response to a clarification request from a prospective Bidder.
- ITB.12.2 Any addendum thus issued shall be part of the Bidding Documents and shall be uploaded in the KIL's website and or relevant website such addendum shall be binding on the prospective Bidders.
- ITB.12.3 KIL may, at its discretion, extend the deadline for submission of Bids pursuant to ITB Sub-Clause 28.2 to allow prospective Bidders reasonable time in which to take the addendum into account in preparation of their Bids.
- ITB.12.4 It will be the responsibility of such Bidders to regularly visit the website for any addendum to the Bidding Documents until the last date of bid submission. KIL shall in no way be responsible for any ignorance of the Bidder about the addendum to the Bidding Documents.

C. PREPARATION OF BID

ITB.13 Cost of Bidding

- ITB.13.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid, and KIL shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

ITB.14 Language of Bid

- ITB.14.1 The Bid, as well as all correspondence and documents related to the Bid exchanged by the Bidder and the Purchaser shall be in English. Supporting documents and printed literature that are part of the Bid shall be in English and if in any other language, should be translated to English. The English translation shall prevail on the interpretation.

ITB.15 Documents constituting the Bid

- ITB.15.1 The Bid to be prepared and submitted by the Bidder shall consist of the following documents:
- a) Bid Submission Forms and Price Schedules in accordance with ITB Clauses 16 & 17 ;
 - 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 Clauses 23 that the Goods and Related Services conform to the Bidding Documents;

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- e) Documentary evidence in accordance with ITB Clause 24 establishing the qualification of the Bidders;
 - f) Alternative Bids, if permissible, in accordance with ITB Clause 18;
 - g) integrity Pact Statement duly executed by the bidder, as per Form: 5
 - h) Valid Trade Licence and Valid Tax Clearance certificate (for Bhutanese Bidders)
 - i) Relevant Bidding forms
 - j) Any other documents required in the BDS.

ITB.16 Submission of Bid

- ITB.16.1 The Bidder shall submit the Bid Submission Form using the form furnished in Section V. 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.
- ITB.16.2 A bid in which the Bid Submission Form is not duly filled, signed and sealed by the Bidder shall be rejected.

ITB.17 Price Schedule/Bill Of Quantities

- ITB.17.1 The Bidder shall submit the Price Schedules for Goods and Related Services according to their origin as appropriate, using the forms furnished in Form 9 of Section V, Bidding Forms.

ITB.18 Alternative Bids

- ITB.18.1 Unless otherwise indicated in the BDS alternative Bids shall not be considered.

ITB.19 Bid Prices and Discounts

- ITB.19.1 The prices and discounts quoted by the Bidder in the Bid Submission Form and in the Price Schedules shall conform to the requirements specified below:
- a) all lots and items must be listed and priced separately in the Price Schedules;
 - b) the price to be quoted in the Bid Submission Form shall be the total price of the Bid excluding any discounts offered; and

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- c) the Bidder shall quote any unconditional discounts and the methodology for their application in the Bid Submission Form.

ITB.19.2 The terms EXW, CIF, CIP, DDP and other similar terms shall be governed by the rules prescribed in the current edition of Incoterms, published by the International Chamber of Commerce pursuant to GCC sub-clause 3.6.

ITB.19.3 Unless otherwise stated in the BDS, Prices shall be quoted inclusive of all applicable taxes and levies, transportation, handling costs and any other associated cost to fulfil the contractual obligations, as specified in the Price Schedule forms for Goods and Related Services included in Section V, Bidding Forms.

a) For Goods manufactured in Bhutan:

- (i) the price of the Goods quoted EXW (ex-works, ex-factory, ex warehouse, ex showroom, or off-the-shelf, as applicable), including all Customs duties and sales and other taxes already paid or payable on the components and raw material used in the manufacture or assembly of the Goods;

- (ii) any Bhutan sales and other taxes which will be payable on the Goods if the contract is awarded to the Bidder;

- (iii) the price for inland transportation, insurance and other local services required to deliver the Goods to their final destination specified in the BDS; and

- (iv) the total price for the item.

b) For Goods manufactured outside Bhutan

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

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

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

- (iv) the total price for the item

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

ITB.19.4	Bidders wishing to offer any price reduction (discount) for the award of more than one Contract shall specify in their Bid the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Price reductions or discounts shall be submitted in accordance with ITB Sub-Clause 16.1, provided the Bids for all lots are submitted and opened at the same time.
ITB.19.5	If so, indicated in ITB Sub-Clause 17.1, Bids are being invited for individual items, lots or packages as indicated in the BDS, unless otherwise indicated in the BDS, prices quoted shall correspond to one hundred percent (100%) of the items specified for each lot and to one hundred percent (100%) of the quantities for each item of a lot. Bidders wishing to offer any price reduction (discount) for the award of more than one Contract shall specify in their Bid the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Price reductions or discounts shall be submitted in accordance with ITB Sub- Clause 17.1, provided the Bids for all lots are submitted and opened at the same time.
ITB.20	Vendor Performance Management System
ITB.20.1	The performance of the vendor shall be assessed as per the Vendor Performance Management System (VPMS) available in the Purchaser's website and relevant website for the purpose of assessing the performance of the supplier.
ITB.21	Price Variation
ITB.21.1	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.
ITB.22	Currencies of Bid
ITB.22.1	The unit rates and prices required to be quoted by the Bidder shall be as per the currencies specified in the BDS.
ITB.22.2	The reference exchange rate (selling rate) prevailing on the day of Bid opening or the immediate preceding date as posted by the Royal Monetary Authority of the Kingdom of Bhutan shall be used for conversion of prices.
ITB.22.3	Bid prices shall be evaluated in accordance with ITB 40. The payments shall be made in the currency of the bid and any banking charges related to payment shall be borne by the Suppliers.

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

- ITB.23.1 To establish the conformity of the Goods and Related Services to the Bidding Document, the Bidder shall furnish as part of its Bid documentary evidence that the Goods conform to the technical specifications and standards.
- ITB.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 must be clearly indicated in the deviation schedule under Section V, Bidding Form.
- ITB.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 Purchaser.
- ITB.23.4 Standards for workmanship, process, material and equipment, as well as references to brand names or catalogue numbers specified by the Purchaser in the Schedule of Supply, are intended to be descriptive only and not restrictive. The Bidder may offer other standards of quality, brand names and/or catalogue numbers, provided that it demonstrates to the Purchaser's satisfaction that the substitutions ensure equivalence or are superior to those specified in the Schedule of Supply with exception in certain Bulk items, Strategic Critical and Strategic Security items category.
- ITB.23.5 In order to prove that the Goods offered are of acceptable quality and standard, the Bidders shall furnish the documentary evidence that the Goods offered have been in production and all relevant catalogues, test certificates, ISO certificates, list of previous clients, list of past performance certificate from the user and Purchaser or manufacturer profile for all new brands are submitted.

ITB.24 Documents Establishing the Qualification of Bidders

- ITB.24.1 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.
- ITB.24.2 The Bidder shall have following technical capacity and minimum level of experience to qualify for supply of Goods and Related Services under the Contract:
- a) the minimum number of years of experience in the supply of Goods and Related Services if so, specified in the BDS;
 - b) specific experience in the Supply of similar Goods and related service if so, specified in the BDS; and

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- c) minimum production capacity or availability of equipment if so, specified in the BDS.

ITB.24.3

The documentary evidence of the Bidder's qualifications to perform the contract if its Bid is accepted shall establish to the Purchaser's satisfaction:

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

ITB.25

Period of Validity of Bids

ITB.25.1

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

ITB.25.2

In exceptional circumstances, prior to expiry of the Bid validity period, the Purchaser may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing. The Bid Security shall also be extended for a corresponding period. A Bidder may refuse the request to

extend the validity of its Bid without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its Bid, except as provided in ITB Sub-Clause 25.3.

ITB.25.3 The provisions of the ITB 26 regarding the forfeiture and discharge of Bid Security shall continue to apply during the extended period of Bid Validity.

ITB.26 Bid Security

ITB.26.1 The Bidder shall furnish, as part of its Bid, a Bid Security in original form, denominated in currency and in the amount specified in the BDS.

ITB.26.2 The Bid Security shall at the Bidder's option, be in any of the following forms:

- (i) an Unconditional Bank Guarantee (in accordance with the form included in Section XI, Bidding Forms); or
- (ii) a Banker's Certified Cheque/Cash Warrant or
- (iii) a Demand Draft;
- (iv) Cash deposit through Bank Transfer, in case of exceptional circumstances where the submission of bid security by the above form is not possible.

ITB.26.3 The Bid security shall be issued by a reputable financial institution enforceable in any Banks in Bhutan.

ITB.26.4 Bid Security shall be submitted in its original form and copies shall not be accepted.

ITB.26.5 Bid Security shall remain valid for a period of ninety (90) days beyond the end of the validity period of the Bid, as extended, if applicable. Accordingly, the Bid Security shall remain valid till the date specified in the BDS.

ITB.26.6 Any Bid not accompanied by a valid Bid Security shall be rejected by the Purchaser as non-responsive.

ITB.26.7 The Bid Securities of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder furnishing the Performance Security pursuant to ITB Clause 48. In case of single stage-two envelope and two stage mode of tendering, Bid Security of non-responsive Bidders shall be returned immediately after technical evaluation.

ITB.26.8 The Bid Security shall be forfeited:

- a) if a Bidder withdraws its Bid during the period of Bid validity except as provided in ITB 25.2; or
- b) if the successful Bidder fails to:
 - (i) sign the Contract in accordance with ITB Clause 47;

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- (ii) furnish a Performance Security in accordance with ITB Clause 48; or
 - (iii) accept the correction of its Bid Price pursuant to ITB Sub-Clause 38.4.

ITB.25.9. The Bid Security of a JV/C must be in the name of the JV/C that submits the Bid.

ITB.27 Format and Signing of Bid

- ITB.27.1 The Bidder shall prepare ONE Original document comprising the Bid as described in ITB Clause 28 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.
- ITB.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.
- ITB.27.3 Any interlineations, erasures or overwriting shall be valid only if they are signed or initialled by the authorized person signing the Bid.

D. SUBMISSION AND OPENING OF BIDS

ITB.28 Submission, Sealing and Marking of Bids

- ITB.28.1 Each Bidder, including its Affiliate, shall be permitted to submit only one Bid against any NIT. In case, a Bidder and its Affiliate has submitted separate Bids, against the same NIT, all such Bids shall be rejected.
- ITB.28.2 Bids shall be delivered by hand, courier or registered post so as to reach KIL at the address specified in BDS on or before the date and time mentioned in BDS. Bids submitted by telex/ telegram / fax / e-mail shall not be considered under any circumstances. KIL shall not be responsible for any delay in receipt of the Bid.
- ITB.28.3 In case of hand delivery, Bids shall be handed over to the Nodal officer at the address as specified in BDS
- ITB.28.4 The Bidder shall seal the original of the Bid and the number of copies stipulated in the BDS, in separate inner envelopes contained within one outer envelope. All envelopes shall be sealed with adhesive or other sealant to prevent reopening.
- ITB.28.5 The outer Envelope shall:
- a) be marked “CONFIDENTIAL”;**

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- b) be addressed to the Purchaser provided in the BDS;
 - c) bear the Tender name and number; and
 - d) provide a warning not to open before the time and date for Bid Opening.

ITB.28.6 Single-Stage Two Envelope Process:

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

ITB.28.7 Where Bids are invited under the single stage single envelope, both technical and financial bid shall be in one envelope.

ITB.28.8 In addition to the identification required in ITB Sub-Clause 27.2, the inner envelopes shall indicate the name and address of the Bidder, to enable the Bid to be returned unopened in case it is declared late pursuant to ITB Clause 29.

ITB.28.9 If the outer envelope is not sealed and marked as above, the Purchaser shall assume no responsibility for the misplacement or premature opening of the Bid.

ITB.28.10 In the Two-Stage Process, Bidders shall be advised to submit only the technical bids in the first stage. In the second stage, Bidders shall be requested to submit both their technical bids as modified and agreed with the Purchaser and the financial bids based on the modified technical bids simultaneously in two separate sealed envelopes.

ITB.28.11 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.

ITB.29 Deadline for Submission of Bids

ITB.29.1 Bids shall be delivered by hand, courier, registered post or electronic means to the Purchaser at the address and no later than the date and time indicated in the BDS.

ITB.29.2	The Purchaser may, at its discretion, extend the deadline for the submission of Bids by amending the Bidding Documents in accordance with ITB Clause 12, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.
ITB.29.3	In the event of the specified date for submission of Bids being declared a holiday for the Purchaser, the bids will be received up to the specified time on the next working day. Such postponement of the date will not have any impact on the other dates specified in the bidding document (Bid Validity and validity of Bid Security).
ITB.30	Late Bids
ITB.30.1	The Purchaser shall not consider any Bid that arrives after the deadline for submission of Bids. Any Bid received by the Purchaser after the deadline for submission of Bids shall be declared late, rejected, and returned unopened to the Bidder.
ITB.31	Withdrawal, Substitution and Modification of Bids
ITB.31.1	<p>A Bidder may withdraw, substitute or modify its Bid after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization (the power of attorney). The corresponding substitution or modification of the Bid must accompany the respective written notice and must be:</p> <ul style="list-style-type: none"> a) submitted in accordance with ITB Clauses 27 and 28 in addition, the respective envelopes shall be clearly marked “WITHDRAWAL”, “SUBSTITUTION” or “MODIFICATION;” and b) received by the Purchaser prior to the deadline prescribed for submission of Bids, in accordance with ITB Clause 29.
ITB.31.2	Bids requested to be withdrawn shall be returned unopened to the Bidders.
ITB.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 Form or any extension thereof.
ITB.31.4	Withdrawal of a bid between the deadline for submission of bids and expiration of the period of bid validity specified as extended pursuant to Clause 25.1, may result in the forfeiture of the Bid Security pursuant to Clause 26.5. If the lowest or the lowest evaluated Bidder withdraws his bid between the periods specified in this clause, the bid security of the Bidder shall be forfeited.
ITB.32	Bid Opening

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- ITB.32.1 KIL 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.
- ITB.32.2 Bidders, their representatives and other attendees at the Bid Opening shall not be permitted to approach any members of the Bid Opening Committee or any of the Purchaser employees.
- ITB.32.3 First, envelopes marked “WITHDRAWAL” shall be read out and the envelope with the corresponding Bid shall not be opened, but shall be returned to the Bidder. No Bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at Bid Opening.
- ITB.32.4 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.
- ITB.32.5 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.
- ITB.32.6 All other envelopes shall be opened one at a time. The Bidders’ names, the Bid prices, the total amount of each Bid and of any alternative Bid (if alternatives have been requested or permitted), any discounts, bid withdrawals, substitutions or modifications, the presence or absence of Bid Security, responses to any Bidding Documents addenda, and such other details as the Purchaser may consider appropriate shall be announced by the Purchaser at the Bid Opening.
- ITB.32.7 No Bid shall be rejected at Bid Opening except for late Bids pursuant to ITB Clause 30, and Bid Security not in accordance with ITB 26.
- ITB.32.8 Substitution Bids and modifications submitted pursuant to ITB Clause 31 that are not opened at Bid Opening shall not be considered for further evaluation.
- ITB.32.9 The Bidders’ representatives and attendees who are present shall be requested to sign the record of Bid Opening. The omission of a Bidder’s or other attendee’s signature on the record shall not invalidate the contents and effect of the record.
- ITB.32.10 In case of Single Stage Two Envelope Bid, technical bid shall only be opened on the bid opening date. The date for opening the financial bid shall be intimated to the Bidders whose Bid is found responsive in the techno-commercial evaluation.

E. EVALUATION AND COMPARISON OF BIDS

ITB.33 Confidentially

- ITB.33.1 Information relating to the examination, evaluation, comparison of Bids, and recommendation of Contract Award, shall not be disclosed to Bidders or any other persons not officially concerned with such process until publication of the Contract Award.
- ITB.33.2 Any effort by a Bidder to influence the Purchaser in the examination, evaluation, comparison and post qualification of the Bids or Contract Award decisions may result in the rejection of its Bid.
- ITB.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 Purchaser on any matter related to the bidding process, it should do so in writing.

ITB.34 Clarification of Bids

- ITB.34.1 To assist in the examination, evaluation, comparison and post-qualification of the Bids, KIL may, at its discretion, ask any Bidder for a clarification on its Bid including justification and breakup of the rates quoted. Any clarification submitted by a Bidder that is not in response to a request by KIL shall not be considered. The documents/information so submitted in response to KIL request shall be as of the date prior to the date of the bid submission. Events occurring after the date of submission of the bid shall not be considered for evaluation of the Bid. KIL's request for clarification and the response thereto shall be in writing. KIL may also seek any document in support of meeting the Qualification Requirements only for those mentioned in the Bid.
- ITB.34.2 No change in the prices or substance of the Bid shall be sought, offered or permitted, except to confirm the correction of arithmetic errors discovered by the Purchaser in the evaluation of the Bids, in accordance with ITB Clause 38.
- ITB.34.3 If a Bidder does not provide clarifications of its Bid by the date and time set by the Purchaser, the bid may be rejected.

ITB.35 Preliminary Examinations of Bids

- ITB.35.1 The KIL shall examine the Bids to confirm that all documents and information requested in ITB Clause 15 have been provided, and to determine the completeness of each document submitted.
- ITB.35.2 The Purchaser shall confirm that the following documents and information have been provided in the Bid. If any of these documents or information is missing, the offer shall be rejected.
- a) Bid Submission Form, in accordance with ITB Sub-Clause 15.1(a);
 - b) Price Schedules, in accordance with ITB Sub-Clause 15.1 (a);

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- c) Bid Security, in accordance with ITB Clause 26.

ITB.35.3 No conditional offer(s) shall be allowed. A bid with conditional offers shall be rejected.

ITB.36 Examination of Techno-Commercial Bids

ITB.36.1 KIL shall examine the Bid to confirm that all terms and conditions specified in the BDS and the SCC have been accepted by the Bidder without any material deviation or reservation.

ITB.36.2 During the evaluation of bids, the following definitions shall apply:

- a) “Deviation” is a departure from the requirements specified in the Bidding Document. Any comments, remarks, observations and feedbacks will constitute as deviation and shall be indicated in the deviation sheet;
- b) “Reservation” is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Document; and
- c) “Omission” is the failure to submit part or all of the information or documentation required in the Bidding Document.

ITB.36.3 KIL shall evaluate the technical aspects of the Bid submitted in accordance with ITB Clause 23, to confirm that all requirements specified in Schedule of Supplies have been met without any material deviation or reservation.

ITB.36.4 If, after the examination of the terms and conditions and the technical evaluation, KIL determines that the Bid is not substantially responsive in accordance with ITB Clause 37, the bid shall be rejected.

ITB.37 Responsiveness of Bids

ITB.37.1 The Purchaser’s determination of a Bid’s responsiveness shall be based on the contents of the Bid itself, and is to determine which of the Bids received are responsive and thereafter to compare the responsive Bids against each other to select the lowest evaluated Bid.

ITB.37.2 Prior to the detailed evaluation of bids, the KIL shall determine whether each bid (a) meets the eligibility criteria defined in ITB 5; (b) has been properly signed; (c) is accompanied by the Bid Security; and (d) is substantially responsive to the requirements of the bidding documents

ITB.37.3 A substantially responsive Bid is one that conforms to all the terms, conditions and technical specifications of the Bidding Documents without material deviation, reservation or omission. A material deviation, reservation or omission is one that:

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- a) effects in any substantial way the scope, quality or performance of the Goods or Related Services required; or
 - b) limits in any substantial way inconsistent with the Bidding Documents, the Purchaser's rights or the Bidder's obligations under the Contract; or
 - c) if rectified would affect unfairly the competitive position of other Bidders presenting responsive Bids

ITB.37.4 If a Bid is not substantially responsive to the Bidding Documents, it shall be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation or omission.

ITB.38 Nonconformities, Errors and Omissions

ITB.38.1 Provided that a Bid is substantially responsive, the Purchaser may waive any non-conformities or omissions in the Bid that do not constitute a material deviation.

ITB.38.2 Provided that a Bid is substantially responsive, the Purchaser may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.

ITB.38.3 Provided that the Bid is substantially responsive, the Purchaser shall correct arithmetical errors on the following basis:

- a) If there is a discrepancy between the product of unit price and quantity for any item, and the total price for such item, the product of unit price and quantity will prevail and the total price shall be corrected unless in the opinion of KIL, there is an obviously gross misplacement of decimal point in the unit rate, or ignoring to put any zero or putting any extra Zero in the unit price in which case, the total of line item as quoted will govern and unit rate will be corrected accordingly.
- 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 figure of the total price for each item, wherever the Bid document requires the figures to be written in both words and figures, the amount in words will prevail unless the amount expressed in word has an arithmetic error.

ITB.38.4 Arithmetical errors will be corrected at the time of evaluation of Price Bid and the corrected figure will be considered as evaluated Bid price. The corrections in the Bid price shall be done as per the provisions

of this clause and shall be binding on the Bidder. If the Bidder does not accept the correction of errors as per the provisions of this clause, the Bid will be rejected, and the Bid security will be forfeited.

ITB.39 Conversion to Single Currency

ITB.39.1. For evaluation and comparison purposes, the Purchaser shall convert all Bid prices expressed in amounts in various currencies into a single currency and using the exchange rates specified in the BDS.

ITB.40 Detail Evaluation and Comparison of Bids

ITB.40.1 KIL shall evaluate each Bid that has been determined, up to this stage of the evaluation, to be substantially responsive. To evaluate a Bid, the KIL shall only use the factors, methodologies and criteria defined in this ITB 40. No other criteria or methodology shall be permitted.

ITB.40.2 To evaluate a Bid, KIL 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 19;
- c) price adjustment for correction of arithmetic errors in accordance with ITB Clause 38.3;
- d) price adjustment due to discounts offered in accordance with ITB Clause 19.4;
- e) The domestic preference as may be permitted as per ITB.40.6.
- f) Adjustments resulting from the application of the evaluation criteria specified in the BDS or as outlined in the Evaluation and Qualification Criteria.

ITB.40.3 The evaluation shall be based on the evaluated cost of fulfilling the Contract in compliance with all commercial, contractual and technical obligations under the Bidding Documents. In arriving at the evaluated cost, the price for withdrawal of deviations shown in Form: 4 of Section V of the bid shall be used. Where necessary, if cost of withdrawal of any deviation is not given in Form: 4 of Section V, the KIL shall make its own assessment of the cost of such a deviation for the purpose of ensuring fair comparison of Bids.

ITB.40.4 For the purpose of comparison, the total price offered by Bidders shall be calculated based on ITB. 40. KIL shall compare the total price offered by all substantially responsive bids of qualified Bidders to determine the lowest evaluated Bid.

ITB.40.5 As indicated in the BDS, Domestic Bidders may receive a margin of preference in Bid evaluation, for which this clause shall apply.

ITB.40.6 A domestic Bidder shall provide all evidence necessary to prove that it meets the following criteria to be eligible for a margin of preference in the comparison of its Bid with those of Bidders who do not qualify for the preference.

A domestic bidder shall:

- a. Be registered within Bhutan constituted under and governed by the civil, commercial or public law of Bhutan, and have its statutory office, central administration or principal place of business there;
- b. Have majority ownership by nationals of Bhutan
- c. Not subcontract more than twenty percent (10) percent of the Contract Price, excluding provisional sums, to foreign contractors, suppliers and/or consultants

If there are more than one Domestic Bidder within the five percent range of the L1 evaluated foreign bidder then the Domestic Bidder having the ranking next to the lowest foreign bidder shall be eligible for preference.

ITB.40.7 The Purchaser shall compare all substantially responsive Bids to determine the lowest evaluated Bid, in accordance with ITB Sub-Clause 37.

ITB.41 Abnormally High / Low Bids

ITB.41.1 An abnormally low bid is one where the bid price, in combination with other elements of the bid appears to be so low that it raises concerns as to the capability of the Bidders to perform the contract for the offered bid price.

ITB.41.2 If the Bid price of the lowest evaluated Bid appears abnormally low and/or seriously unbalanced, KIL may require the Bidder to produce written explanations of justifications and detailed price analysis for any or all items offered. Abnormally low Bid may or may not be accepted. If KIL decides to accept the abnormally low Bid /or the bid with serious unbalanced rates after considering the above, the Bidder shall be required to provide additional differential security in addition to the performance security equivalent to the difference between the estimated and quoted price to a maximum of (ten percent) 10% of the quoted price, to protect KIL against any financial loss in the event of default of the successful Bidder under the Contract. If the prices of all the received bids are abnormally high in the discretion of the KIL, then KIL may seek justification from the bidder for the high rates and if necessary negotiate with the lowest evaluated bidder and may reject the bid if considered to be abnormally higher than the estimated cost.

ITB.41.3 KIL reserves the right to accept or reject any variation, deviation or alternative offer. Variations, deviations, alternative offers and other factors which are in excess of the requirements of the Bidding Documents or otherwise result in unsolicited benefits for KIL shall not be taken into account in Bid evaluation.

ITB.42 Post-qualification of the Bidder

- ITB.42.1 KIL shall determine to its satisfaction whether the Bidder selected as having submitted the lowest evaluated responsive Bid is qualified in terms of the qualification requirements stipulated in the BDS and have capacity and capability to perform the Contract.
- ITB.42.2 The determination shall be based upon an examination of the documentary evidence, including its authenticity, of the Bidder's qualifications and capacity & capability, submitted by the Bidder.
- ITB.42.3 KIL reserves the right to request additional information with which to conduct a risk assessment of legal, technical and financial capacity of the bidder that is selected for contract award. The selected bidder, if requested, shall demonstrate that:
- a) is not involved in any litigation in respect of its bankruptcy, readjustment or liquidation;
 - b) has a record of successful completion of similar contracts as requested in Section VIII – Bidder Qualification and Evaluation Criteria; and
 - c) has an average annual turnover, or other evidence of financial strength reasonably sufficient to perform a contract in the amount of the bid as requested in Section VIII – Bidder Qualification and Evaluation Criteria
- ITB.42.4 An affirmative determination shall be a prerequisite for award of the contract to a bidder. A negative determination shall result in disqualification of the bid, in which event the purchaser shall proceed to the bid with the next lowest evaluated price to make a similar determination of that bidder's capabilities to perform satisfactorily.

ITB.43 KIL's Right to Accept Any Bid, and Reject Any or All Bids

- ITB.43.1 KIL reserves the right to accept or reject any Bid, and to annul the bidding process and reject all Bids at any time prior to Contract award, without thereby incurring any liability to Bidders or any obligation to inform the affected Bidders of the grounds for such action of the KIL.

F. AWARD OF CONTRACT

ITB.44 Award Criteria

- ITB.44.1 The Purchaser shall award the Contract to the Bidder whose offer has been determined to be the lowest evaluated Bid and is substantially responsive to the Bidding Documents, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

ITB.45 KIL's Right to vary quantities

ITB.45.1 At the time the Contract is awarded, KIL reserves the right to increase or decrease the quantity of Goods and Related Services originally specified Schedule of Supply, provided this does not exceed 25% of the total quantity of the item without any change in the unit prices or other terms and conditions of the Bid and the Bidding Documents.

ITB.46 Notification of Award

ITB.46.1 Prior to expiry of the period of Bid validity, KIL will notify the successful Bidder, by a notification of award or in the form of letter of intent/ letter of award, in writing, that its Bid has been accepted indicating the award price. The successful bidder shall return a copy of the Letter of Award to KIL after duly recording "Accepted Unconditionally" under the signature of the authorised signatory within seven (7) days of the date of notification of award.

ITB.46.2 Until a formal Contract is prepared and executed, the Notification of Award shall constitute a binding Contract between the successful Bidder and KIL.

ITB.46.3 Upon the successful Bidder's furnishing of the performance security pursuant to ITB. 48, KIL will promptly notify each unsuccessful Bidder and will return its Bid Security.

ITB.47 Signing of Contract

ITB.47.1 At the same time as notifying the successful Bidder in writing through NoA that it's Bid has been accepted, KIL shall invite the successful Bidder for signing of Contract Agreement.

ITB.47.2 Within the time period specified in the BDS, on issuance of the NoA the successful Bidder are required to submit performance security and sign the Contract Agreement.

ITB.47.3 Where the Contract is not signed by both parties in person:

- a) KIL shall send to the successful Bidder a duly signed copy comprising of complete Contract documents and the NoA. These documents shall be signed by the successful Bidder or its duly authorized representative, together with the date of signature, in order for the Contract to be effective;
- b) The NoA shall indicate the deadline within which the successful Bidder shall sign these documents with the date of signature and return a copy to KIL, in accordance with the mode of delivery including electronic mode (e.g., scanned copy with electronic signature, etc.) as may be specified by the KIL in the NoA;
- c) The Contract shall become effective from the date of signing these documents;

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- d) Failure of the successful Bidder to accept the award/ sign the contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security.

ITB.47.4 Notwithstanding ITB Sub-Clause 48.2 above, in case signing of the Contract Agreement is prevented by any export restrictions attributable to the Purchaser, to Bhutan, or to the use of the products/Goods, systems or services to be supplied, where such export restrictions arise from trade regulations from a country supplying those Goods, systems or services, the Bidder shall not be bound by its Bid, always provided, however, that the Bidder can demonstrate to the satisfaction of the Purchaser that signing of the Contract Agreement has not been prevented by any lack of diligence on the part of the Bidder in completing any formalities, including applying for permits, authorizations and/or licenses necessary for the export of the Goods, systems or services under the terms of the Contract.

ITB.48 Performance Security

ITB.48.1 Within the time period specified in the BDS, on receipt of Notification of Award from the Purchaser, the Bidder shall submit the Performance Security in accordance with the GCC 22, using any of the following forms:

- a) Unconditional bank guarantee in the form provided for in **Section IX**, Contract Forms, or another form acceptable to the Purchaser, or
- b) Banker's certified cheque/cash warrant, or
- c) Demand draft.
- d) Cash deposit through Bank transfer only in case of exceptional circumstances in the Purchaser's bank account.

ITB.48.2 If the Performance Security is provided by the successful Bidder in the form of a bank guarantee issued by any Financial Institution enforceable in any Banks in Bhutan.

ITB.48.3 Failure by the successful Bidder to submit the above-mentioned Performance Security or to sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event the Purchaser may award the Contract to the next lowest evaluated Bidder whose offer is substantially responsive and is determined by the Purchaser to be qualified to perform the Contract satisfactorily. Such a failure shall be considered as "withdrawal" and all relevant clauses shall apply.

ITB. 49 Sexual Harassment, Sexual Exploitation and Abuse

ITB.49.1 The Fund requires that all beneficiaries of IFAD funding, including the purchaser and any bidders, implementing partners, service providers, suppliers, sub-suppliers, contractors, sub-contractors, consultants, sub-consultants, and any of their agents (whether declared or not) and personnel comply with IFAD's Policy on Preventing and Responding to Sexual Harassment, Sexual Exploitation and Abuse. For the purpose of this provision, and consistent with IFAD's Policy on Preventing and Responding to Sexual Harassment,

Sexual Exploitation and Abuse as it may be amended from time to time, the terms set forth below are defined as follows:

- a) Sexual harassment means any unwelcome sexual advance, request for sexual favour or other verbal, non-verbal or physical conduct of a sexual nature that unreasonably interferes with work, alters or is made a condition of employment, or creates an intimidating, hostile or offensive work environment.
- b) Sexual exploitation and abuse means any actual or attempted abuse of a position of vulnerability, differential power, or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of others (sexual exploitation); the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions (sexual abuse).

ITB.49.2 Purchasers, suppliers and bidders shall take all appropriate measures to prevent and prohibit sexual harassment and sexual exploitation and abuse on the part of their personnel and subcontractors or anyone else directly or indirectly employed by them or any of subcontractors in the performance of the contract. Purchasers, suppliers and bidders shall immediately report to the purchaser or IFAD any incidents of sexual harassment and sexual exploitation and abuse arising out of or in connection with the performance of the contract or prior to its execution, including convictions, disciplinary measures, sanctions or investigations. The purchaser may take appropriate measures, including the termination of the contract, on the basis of proven acts of sexual harassment, sexual exploitation and abuse arising out of or in connection with the performance of the contract.

ITB.49.3 The bidder or supplier is required to disclose any relevant prior sanctions, convictions, disciplinary measures or criminal records.

SECTION II. BID DATA SHEET

The following Bid specific data for the Goods to be procured shall amend and/or supplement the clauses in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in the ITB.

ITB Clause Reference	Data
A. INTRODUCTION	
ITB.1.1	CARLEP, IFAD intends to finance this procurement through: [internal sources]
B. BIDDING DOCUMENTS	
ITB.10.1 & ITB.10.4	<p>Clarifications on Bidding Documents may be obtained from:</p> <p>Attention: Mr.Kunzang Chophel Designation: Asst. Procurement Manager Address: KIL, Chenangri, Trashigang Phone number: +97517171138 Electronic mail: pekc93@gmail.com</p> <p>Date & Time up to which clarification requests will be received: Date: 10/06/2025 Time (Bhutan Time): 16:30 hrs BST</p>
ITB.10.7	<p>A pre-bid meeting shall take place.</p> <p>Date: 07/06/2025 Time: 10:00 hrs BST Place: KIL, Chenangri, Trashigang</p>
ITB 11.1	A site visit is a mandatory prerequisite for all prospective bidders
C. PREPARATION OF BIDS	
ITB.14.1	The language of bid is: English
ITB.15.1(h & j)	<p>The Bidder shall submit with its Bid the following additional documents:</p> <p><i>a) Certificate of incorporation</i> <i>b) Latest Tax Clearance Certificate;</i> <i>c) Site Visit Certificate</i> <i>d) Proof of qualification for installation experts in Equipment and Machinery (attach relevant certificates and experience documents)</i> <i>e) Manufacturer's Authorization Certificate for all Equipment and Machinery</i></p>
ITB.18.1	Alternative Bids shall not be permitted.
ITB.19.3 (a) (iii) & (b) (i, ii, iii)	The final destination (Project site) is: Koufuku International Limited (KIL), Chenangri, Trashigang, Bhutan

ITB.21.1	The prices quoted by the Bidder “ shall not ” be adjustable.
ITB.22.1	The Currencies of Bid shall be: “ <i>Bhutanese Ngultrum/ Indian Rupee/ USD</i> ”
ITB.23.3	The period of time for which the Goods are expected to be functioning (for the purpose of availability of spare parts, special tools, and after-sales support) is a minimum of five (5) years from the date of commissioning
ITB.24.3(a)	Manufacturer’s authorization is <i>required</i> .
ITB.24.3(b)	After sales maintenance, repair, spare parts stocking and related services <i>are</i> required, and the Bidder therefore is not required to be represented by a suitably equipped and able agent in Bhutan.
ITB.24.3 (c)	Joint Venture, Consortium (JV/C) Bids are permitted. “ Yes ”
D. SUBMISSION AND OPENING OF BIDS	
ITB.25.1	The Bid validity period shall be 90 days from the date of opening.
ITB.26.1	<i>The amount and currency of the Bid Security shall be 2% of the total quoted amount. Domestic bidders must submit the bid security in BTN, while foreign bidders may submit in USD or INR equivalent to the BTN amount. The applicable exchange rate shall be based on the date the bid security is prepared</i>
ITB.26.2	The Bid Security shall be provided in any one of the following forms issued/enforceable by any financial institution in Bhutan: (i) Unconditional Bank Guarantee issued by a reputable financial institution acceptable to any banks in Bhutan, in the form provided for in the contract or in any other form acceptable. (ii) a Banker’s Certified Cheque/Cash Warrant or (iii) a Demand Draft; (iii) Cash deposit/MBOB in the Employer’s bank account, only in case of exceptional circumstances.
ITB.27.1 & 27.2	In addition to the original of the Bid, the number of copies is: 1 (One)
ITB.28.2 & 28.5(b)	Bids to be addressed to and submitted to : Attention: Mr.Throwa Tenzin Chief Executive officer Koufuku International Limited Chenangri, Trashigang Contact No.+975-17171138 Email:ceokoufuku@gmail.com
ITB 28.5 (c)	The name and identification number of the Contract is “ Supply, Installation, Commissioning and Testing of Gouda Processing, Processed Cheese and Yogurt Processing Plants on Turnkey Basis ”

ITB.28.4 *& 28.5	The Mode of Tendering is shall be: “Single Stage Single Envelope”
ITB.28.11	International bidders or firms based outside Bhutan are permitted to submit their bids through the e-procurement system available at www.tender.bt .
ITB.29.1	The deadline for the submission of Bid is: 13/06/2025 on or before 11:00 hrs BST
ITB.32.1	The Bid Opening shall take place at: Address: KIL, Chenangri: Trashigang Date: 13/06/2025 Time: 14:30 hrs BST
E. EVALUATION AND COMPARISON OF BIDS	
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.40.2(a)	Evaluation will be conducted on a lot-wise and turnkey basis .
ITB.40.6	A margin of Ten percent (10%) Domestic Preference shall not apply.
ITB. 45	The purchaser reserves the right to increase or decrease the quantities at award of each item by up to 20 %

SECTION III. GENERAL CONDITIONS OF CONTRACT

A. CONTRACT AND INTERPRETATION

GCC.1. Definitions

GCC.1.1. The following words and expressions shall have the meanings hereby assigned to them:

- (i) **Affiliate** means business concerns, organizations, or individuals that control each other or that are controlled by a common third party. Control may include shared management or ownership; common use of facilities, equipment and resources; or family interests.
- (ii) **Award of Contract** means the decision of the Purchaser (KIL) to enter into a contract with a supplier for supply and delivery of specified goods, , including any Related Services
- (iii) **Bid** 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 a part. The term “tender” is synonymous with the term “Bid”.
- (iv) **BDS** means Bid Data Sheet
- (v) **Bidder** means an eligible individual or legal entity that participates in in the bidding process governed by the Bidding Documents that preceded the placement of the Contract of which these GCC form a part
- (vi) **Bidding Documents** means the set of documents issued by the Purchaser to potential Bidders in which the specifications, terms and conditions of the proposed procurement are prescribed. The terms “bidding documents”, “tender documents” and “bid documents” are synonymous.
- (vii) **“Contract”** means formal agreement(s) in writing entered into between KIL and the Contractor on mutually agreed terms and conditions including the Contract Documents referred therein and amendments thereto pursuant to the Letter of Award issued by KIL and accepted by the Contractor and which are in compliance with all the relevant provisions of the Governing Law of the Contract as per GCC.8;
- (viii) **Contract Documents** means the documents listed in the Contract Agreement, including any amendments thereto.

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- (ix) **Contract Price** means the price payable to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions there from as may be made pursuant to the Contract till the completion of the Contract, the price so adjusted shall be termed as Executed Price.
- (x) **Day** means calendar day.
- (xi) **Delivery** means the transfer of the Goods from the Supplier to the Purchaser (KIL) in accordance with the terms and conditions set forth in the Contract Documents.
- (xii) **Effective Date** means the date of Letter of Award, or any other date as specified in the Contract Agreement, from which the Time for Completion shall be determined;
- (xiii) **GCC** means the General Conditions of Contract.
- (xiv) **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 Purchaser under the Contract
- (xv) **ITB** means Instructions to Bidders
- (xvi) **KIL** means Koufuku International Limited including its successors and permitted assigns
- (xvii) **“Month”** means calendar month of the Gregorian Calendar;
- (xviii) **Notification of Award** means the letter issued by The Purchaser conveying the acceptance of the Bid of the successful Bidder subject to such terms and conditions as may have been stated therein.
- (xix) **Party** means the KIL or the Supplier, as the context requires, and “parties” means both of them.
- (xx) **Place of Delivery** means the place named in the SCC for the Delivery of Goods
- (xxi) **Price schedule:** summary of the quantities, measurement unit and unit prices of the items to be procured under the contract. The term “Bill of Quantities” is synonymous.

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- (xxii) **Project Site**, where applicable, means the place named in the SCC.
- (xxiii) **Purchaser** means The Purchaser (KIL) (specified in SCC.)
- (xxiv) **Procuring agency** means the entity purchasing the Goods and Related Services, as specified in the SCC
- (xxv) **Related Services** means includes services such as installations, supervision, training, initial maintenance, insurance, testing and commissioning related to the Goods.
- (xxvi) **“RGoB”** means the Royal Government of Bhutan;
- (xxvii) **SCC** means the Special Conditions of Contract.
- (xxviii) **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.
- (xxix) **Supplier** a legal entity entering into a contract with the Purchaser for the supply of Goods.
- (xxx) **Time for Completion** means the time within which completion of the Works as a whole (or of a part of the Works where a separate Time for Completion of such part has been prescribed) is to be attained in accordance with the stipulations in the SCC and the relevant provisions of the Contract
- (xxxi) **Technical Specifications** means specifications of the Goods incorporated in the bidding documents and forming part of the contract and includes any modification or amendment thereto or any addition thereto or any deduction there from, as may be made with the mutual agreement of the KIL and Supplier

GCC.2. Contract Documents

- GCC.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.

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- GCC.2.2. The Contract Document shall consist of all the engineering data, drawings and descriptive materials submitted with the Bid, complete set of Bid and Bidding Documents, copies of all the correspondence with KIL, and any other documents as may be specified by KIL.
- GCC.2.3. The Supplier shall not, without KIL's prior written consent, disclose the Contract, or any provision thereof, or any specification, drawing, pattern, sample or information furnished by or on behalf of KIL in connection therewith, to any person other than a person employed by the Contractor in the performance of the Contract. Disclosure to any such employed person or any entity shall be made in confidence and shall extend only as far as necessary for purposes of such performance.
- GCC.2.4. The Supplier shall not, without KIL's prior written consent, make use of any document or information specified in GCC.2.3 above except for the purpose of performing the Contract.

GCC.3. Interpretation

- GCC.3.1. In the Contract, except where the context requires otherwise:
- a. words indicating one gender include all genders;
 - b. words indicating the singular also include the plural and words indicating the plural also include the singular;
 - c. provisions including the word "agree," "agreed," or "agreement" require the agreement to be recorded in writing; and
 - d. "written" or "in writing" means hand-written, type-written, printed or electronically made, and resulting in a permanent record.

The headings and sub-headings to these GCC shall not be deemed to form part thereof or be taken into consideration in the interpretation of these conditions.

- GCC.3.2. "Month" and "Year" and all dates shall be reckoned according to the Gregorian calendar
- GCC.3.3. A "law" shall be construed as a reference to such law including its amendments or re-enactments from time to time.
- GCC.3.4. A "person" shall be construed as a reference to any person, firm, Purchaser, corporation, society, trust, government, or agency of a government or any association or partnership (whether or not having separate legal personality) of two or more of the above and a person shall be construed as including a reference to its successors, permitted transferees and permitted assigns in accordance with their respective interests.
- GCC.3.5. The words "hereof" or "herein" if and when used in the Contract Documents shall mean a reference to the Contract Documents of this Contract.

GCC.3.6. 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 2020.
- b) The terms EXW, CIF, CIP, DDP and other similar terms as specified in SCC, when used, shall be governed by the rules prescribed in the current edition of Incoterms specified in the SCC and published by the International Chamber of Commerce in Paris, France.

GCC.3.7. 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.

GCC.3.8. Non-waiver

- a) Subject to GCC 3.8(a) 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.

GCC.3.9. 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

GCC.3.10. Effect

The Contract shall be deemed to have come into full force and effect from the date of Letter of Award or any other date as specified in the SCC. This date shall be considered as the Effective Date of the Contract. The Time for Completion shall be reckoned from the Effective Date

GCC.3.11. Entire Agreement

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

GCC.3.12. Responsibility

Subject to the provisions of the Contract, the Supplier shall be solely responsible for the manner in which the Contract is performed. All employees, Subcontractors and representatives, engaged by the Contractor in connection with the performance of the Contract, shall be under the complete control of the Contractor and shall not be deemed to be employees of KIL, and nothing contained in the Contract, or in any sub-contract awarded by the Contractor, shall be construed to create any contractual relationship between any such employees, representatives, or Subcontractors and KIL.

GCC.4. Fraud and Corruption

GCC.4.1. If KIL determines that the Supplier has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for or in executing the Contract then The Purchaser may, after giving fourteen (14) days' notice to the Supplier, terminate the Supplier's employment under the Contract and cancel the Contract, and the provisions of GCC Clause 34 shall apply as if such termination has been made under GCC Clause 34.1..

GCC.4.2. For the purposes of this Sub-Clause:

- a) "corrupt practice" is the offering, giving, receiving or soliciting, directly or in directly, of anything of value" to influence improperly the actions of another party;
- b) "fraudulent practice" is any intentional act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
- c) "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
- d) "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a Party;
- e) "obstructive practice" is:
 - i. Deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order materially to impede any investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
 - ii. Acts intended materially to impede the exercise of the inspection and audit rights of the Purchaser and/or any other relevant RGoB agency provided for under GCC.16.

GCC.4.3. Should any employee of the Supplier be determined to have engaged in corrupt, fraudulent, collusive, coercive or obstructive practice during the execution of the contract, then that employee shall be removed.

GCC.4.4. Any communications between the Supplier and the Purchaser related to matters of alleged fraud or corruption must be made in writing.

GCC.5. Language

GCC.5.1 The Contract, as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Purchaser, shall be written in the language specified in the SCC. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the SCC, in which case, for purposes of interpretation of the Contract, the translation shall govern.

GCC.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.

GCC.6. Joint Venture, Consortium

GCC.6.1 If the Supplier is a Joint Venture, Consortium (JV/C), all of the parties shall be jointly and severally liable to the KIL for the fulfilment of the provisions of the Contract and shall designate one party to act as a lead with authority to bind the (JV/C). The composition or the constitution of the joint venture consortium shall not be altered without the prior consent of KIL.

GCC.7. Eligibility

GCC.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.

GCC.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.

GCC.8. Notices

- GCC.8.1 Notices shall be deemed to include any approvals, consents, instructions, orders, determinations and certificates to be given under the Contract.
- GCC.8.2 Unless otherwise stated in the Contract, all notices to be given under the Contract shall be in writing to the address specified in the Contract.
- GCC.8.3 Any notice delivered personally or sent by fax or electronic mail shall be deemed to have been delivered on date of its despatch.
- GCC.8.4 Either Party may change its address at which notices are to be received by giving ten (10) days notice to the other Party in writing.

GCC.9. Governing Law

- GCC.9.1 The Contract shall be governed by and interpreted in accordance with the laws of Bhutan.
- GCC.9.2 The Supplier shall, in all matters arising in the performance of the Contract, obtain all permits, licenses and approvals as required by law, give all notices and pay all taxes, duties and fees required by the provisions of any statute, ordinance or other law or any regulation or by-law of any duly constituted authority of the Kingdom of Bhutan in relation to the design, execution and completion of Works and the remedying of any defects.
- GCC.9.3 The Supplier shall indemnify and hold harmless KIL from and against any and all liabilities, damages, claims, fines, penalties and expenses of whatever nature arising or resulting from the violation of such laws by the Supplier.

GCC.10. Settlement of Disputes

- GCC.10.1 Amicable Settlement
- GCC.10.1.1 KIL 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.
- GCC.10.1.2 If the parties fail to resolve such a dispute or difference by mutual consultation within 30 days from commencement of such consultation, either part may require that the dispute be referred for resolution to the formal mechanisms specified in the SCC.
- GCC.10.2 Adjudication
- GCC.10.2.1 If any dispute of any kind whatsoever shall arise between KIL and the Contractor in connection with or arising out of the Contract, including without prejudice to the generality of the foregoing, any

question regarding its existence, validity or termination, or the execution of the Works– whether during the progress of the Works or after their completion and whether before or after the termination, abandonment or breach of the Contract – the Parties shall seek to resolve any such dispute or difference by mutual consultation. If the Parties fail to resolve such a dispute or difference by mutual consultation, then the dispute shall be referred in writing by either Party to the Adjudicator, with a copy to the other Party

GCC.10.2.2 The Adjudicator shall be jointly appointed by KIL and the Contractor under the Contract. Failing agreement between the two within thirty (30) days, the Adjudicator shall be appointed under the Contract on the request of either Party by the Appointing Authority specified in the SCC. The Adjudicator so appointed shall be by mutual consent.

GCC.10.2.3 The Adjudicator shall give its decision in writing to both Parties within thirty (30) days of a dispute being referred to it. If the Adjudicator has done so, and no notice of intention to commence arbitration has been given by either KIL or the Contractor within fifty-six (56) days of such reference, the decision shall become final and binding upon KIL and the Contractor. Any decision that has become final and binding shall be implemented by the Parties forthwith.

GCC.10.2.4 The Adjudicator shall be paid a fee plus expenditures incurred in the execution of its duties as Adjudicator under the Contract as specified in the SCC. These costs shall be divided equally between KIL and the Contractor.

GCC10.3 Arbitration

GCC.10.3.1 If either KIL or the Contractor is dissatisfied with the Adjudicator’s decision, or if the Adjudicator fails to give a decision within forty-five (45) days of a dispute being referred to it, then either KIL or the Contractor may, within sixty(60) days of such reference, give notice to the other Party, with a copy for information to the Adjudicator, of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.

GCC.10.3.2 Any dispute, in respect of which a notice of intention to commence arbitration has been given, in accordance with GCC.10.3.1, shall be finally settled by arbitration. Arbitration may be commenced prior to or after completion of the Works.

GCC.10.3.3 Arbitration proceedings shall be conducted:

- a) in accordance with the rules of procedure designated in the SCC,
- b) in the place designated in the SCC and
- c) in the language in which this Contract has been executed

GCC.10.3.4 The arbitrators shall also decide on the cost of arbitration and allocation thereof. The expenses incurred by each Party in connection with the preparation and presentation of its case prior to, during and after the arbitration proceedings shall however be borne by the respective Party

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- GCC10.4 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) KIL shall pay the Supplier any monies due the Supplier.
- GCC10.5 The arbitration award shall be final on the Parties who shall be deemed to have accepted to carry out the resulting award without delay and to have waived their right to any form of appeal insofar as such waiver can validly be made.

B. SUBJECT MATTER OF CONTRACT

GCC.11. Supplier's Responsibilities

- GCC.10.1 The Supplier shall supply all the Goods and Related Services included in the Scope of Supplies in accordance with Section VI, Technical Specification, and the delivery and completion requirements as per GCC.17.3.

GCC.12. KIL's Responsibilities

- GCC12.1 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 authorities, the KIL 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.

GCC.13. Subcontracting

- GCC.13.1 The Supplier shall seek approval from KIL in writings of all subcontracts awarded under the Contract if not already specified in the Bid. Such notification, in the original Bid or later, shall not relieve the Supplier of any of its obligations, duties, responsibilities or liabilities under the Contract.
- GCC.13.2 Subcontracts shall comply with the provisions of GCC.4 and GCC.7

GCC.14. Specification and Standards

- GCC.14.1 The Goods and Related Services supplied under this Contract shall conform to the technical specifications and standards stipulated in Section VI 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.

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- GCC.14.2 The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the KIL, by giving a notice of such disclaimer to the KIL.
- GCC.14.3 Wherever, references are made in the Contract to codes and standards in accordance with which it shall be executed, the editions or the revised versions of such codes and standards shall be those specified in the Section VI, Technical Specifications. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the KIL and shall be treated in accordance with GCC.31.
- GCC.14.4 Any information, details, etc. called for in the specifications and not shown in the drawings and vice versa shall have the same effects and meanings as if called for and show both in the specifications and drawings, the decision of KIL shall be final and binding,

GCC.15. Quality Assurance Plan

- GCC15.1 Immediately after signing of the contract, the supplier shall submit a Quality Assurance Plan if so, required as per the contract, indicating the specific quality control procedure and practices, however so required, to be adopted in the major activities production to ensure compliance of manufacturing standards.

GCC.16. Installation, Tests and Inspections

- GCC.16.1 At its own expense and at no cost to KIL, the Supplier shall carry out all such tests and/or inspections of the Goods and Related Services as are specified in the SCC.
- GCC.16.2 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 GCC16.4, 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 KIL.
- GCC.16.3 KIL or its authorized representative shall be provided access to the supplier or its sub-vendor premises at any time, subject to such request for access being notified by KIL to the supplier, during the execution of the contract for expediting inspection, checking, etc. of goods.
- GCC.16.4 KIL or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC16.2, provided that the Purchaser bears all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all travelling and board and lodging expenses.

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- GCC.16.5 Whenever the Supplier is ready to carry out any such test and inspection, it shall give reasonable advance notice, including the place and time, to KIL. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable KIL or its designated representative to attend the test and/or inspection.
- GCC.16.6 KIL 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.
- GCC.16.7 The Supplier shall provide KIL with a report of the results of any such test and/or inspection.
- GCC.16.8 KIL 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 KIL, and shall repeat the test and/or inspection, at no cost to KIL, upon giving a notice pursuant to GCC16.5.
- GCC.16.9 The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by KIL or its representative, nor the issue of any report pursuant to GCC16.8, shall release the Supplier from any warranties or other obligations under the Contract.
- GCC.16.10 Except as otherwise stated in the specifications, the Supplier shall make arrangements for the engagement of all staff and labor, local or otherwise, and for the payment, housing, feeding and transport.

GCC.17. Packing, Delivery and Documents

- GCC.17.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case sizes and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.
- GCC.17.2 The packing, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in the SCC, and in any other instructions ordered by the Purchaser.

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- GCC.17.3 The Delivery of the Goods shall be in accordance with the Delivery and completion requirements specified in Section VI, Technical Specifications.
- GCC.17.4 The details of shipping and other documents to be furnished by the supplier are specified in the SCC. The documents specified in SCC shall be received by KIL before the arrival of the Goods and, if not received, the supplier will be responsible for any consequent expenses
- GCC.18. Insurance and Transportation**
- GCC.18.1 The Goods supplied under the Contract shall be fully insured, in the currency of the Contract Price, 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.
- GCC.18.2 The insurance covers to be taken by the Supplier shall be equal to 110% of the value of Goods valid till thirty (30) days after the Delivery of Goods. In case of delays attributable to the Supplier, the validity period of the insurance cover shall be extended up to thirty (30) days after the actual Delivery of the Goods. However, if the delays are attributable to KIL, the extra cost, if any, for the extended period of insurance cover, shall be reimbursed by KIL.
- GCC.18.3 The insurance cover shall be in the names of KIL and the Supplier, wherein the beneficiary will be KIL and the Supplier will be the custodian. The Supplier shall, however, be authorised to deal directly with the Insurance Company or Companies and shall be responsible in regard to maintenance of all insurance covers.
- GCC.18.4 Unless otherwise specified in the SCC, responsibility for arranging transportation of the Goods shall be as specified in the Incoterms.

C. PAYMENT

GCC.19. Contract Price

- GCC.19.1 The Contract Price shall be the price payable to the Supplier as specified in the Contract Agreement subject to any additions and adjustments thereto or deductions there from as may be made pursuant to the Contract.
- GCC.19.2 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, with the exception of any price adjustments authorized in the SCC.

GCC.20. Terms of Payment

- GCC.20.1 The Contract Price, including any Advance Payments, if applicable, shall be paid as specified in the SCC.
- GCC.20.2 The final payment will be made only upon successful supply, installation, commissioning and after submission of goods acceptance certificate.
- GCC.20.3 The currencies in which payments shall be made to the Supplier under this Contract shall be those in which the Bid Price is expressed.

GCC.21. Taxes and Duties

- GCC.21.1 For Goods manufactured outside Bhutan the Supplier shall bear and pay all applicable taxes, stamp duties, license fees and other similar levies imposed outside and inside Bhutan as applicable in line with the Incoterms.
- GCC.21.2 For Goods manufactured and supplied by the Suppliers from the Kingdom of Bhutan, the Supplier shall bear and promptly pay all applicable taxes, duties, licence fees and other similar levies incurred until Delivery of the contracted Goods to the Place of Delivery.
- GCC.21.3 At the time of release of payment, tax shall be deducted at source (TDS) from Bhutanese Bidders and International Bidders as specified in the SCC from the gross amount of bills. The Purchaser shall furnish necessary TDS Certificate to the Bidders, issued by the Department of Revenue & Customs, RGoB.
- GCC.21.4 If any tax exemptions, reductions, allowances or privileges are available to the Supplier in the Kingdom of Bhutan, if applicable, KIL shall use its best endeavours to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.

GCC.22. Performance Security

- GCC.22.1 The Supplier shall within fifteen (15) working days from the date of notification of award, provide a performance security for the due performance of the Contract as specified in the SCC.
- GCC.22.2 The contract performance security shall be denominated in the currency or currencies of the Contract and shall be in the form of irrevocable bank guarantee provided in Form: 2, Section IX. The Performance Security can also be submitted in the form of demand draft if so specified in SCC. The bank guarantee/ demand draft shall be in favour of KIL, issued by any Financial Institutions of Bhutan or any other Foreign Banks acceptable and enforceable by Financial Institutions in Bhutan.

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- GCC.22.3 The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
- GCC.22.4 If the Supplier fails to remedy any reported defect within the Warranty Period, KIL shall be entitled to remedy the defect at the expense of the Supplier and appropriate the cost of such remedying defects out of the Performance Security.
- GCC.22.5 The Performance Security shall be discharged by the Purchaser and returned to the Supplier on completion of the Supplier's performance obligations under the Contract, including any warranty obligations.

D. INTELLECTUAL PROPERTY

GCC.23. Copyright

- GCC.23.1 The copyright in all drawings, documents and other materials containing data and information furnished to KIL by the Supplier shall remain vested in the Supplier, or, if they are furnished to KIL 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.

GCC.24. Confidential Information

- GCC.24.1 KIL and the Supplier shall keep confidential and shall not, without the written consent of the other Party hereto, divulge to any third party any documents, data or other information furnished directly or indirectly by the other Party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Subcontractors such documents, data and other information as it receives from KIL to the extent required for the Sub-contractor to perform its obligations under the Contract, in which event the Supplier shall be under obligation to have a clause in the contracts with their subcontractors regarding confidentiality similar to that provided herein.
- GCC.24.2 KIL 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 KIL for any purpose other than the design, procurement of plant and equipment, construction or such other work and services as are required for the performance of the Contract.

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- GCC.24.3 The obligation of a Party under GCC.24.1.and GCC.24.2 above, however, shall not apply to information that:
- a) KIL or the Supplier needs to share with the RGoB;
 - b) is already in public domain now, or enters the public domain during the execution of the contract through no fault of that Party;
 - c) can be proven to have been possessed by that Party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other Party; or
 - d) otherwise lawfully becomes available to that Party from a third party that has no obligation of confidentiality.
- GCC.24.4 The above provisions of GCC.24 shall not in any way modify any undertaking of confidentiality given by either of the Parties hereto prior to the date of the Contract in respect of the performance of the Contract or any part thereof.
- GCC.24.5 The provisions of GCC.24 shall survive completion or termination, for whatever reason, of the Contract.

GCC.25. Patent Indemnity

- GCC.25.1 The Supplier shall, subject to KIL's compliance with GCC.25.2, indemnify and hold harmless KIL 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 KIL 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.
- GCC.25.2 Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or reasonably to be inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant or materials not supplied by the Supplier, pursuant to the Contract.
- GCC.25.3 If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in GCC.25.1, KIL shall promptly give the Supplier notice thereof, and the Supplier may at its own expense and in KIL's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

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- GCC.25.4 If the Supplier fails to notify KIL within thirty (30) days after receipt of such notice that it intends to conduct any such proceedings or claims, then KIL shall be free to conduct the same on its own behalf at the cost of the Supplier. Unless the Supplier has so failed to notify KIL within the thirty (30) day period, KIL shall make no admission that may be prejudicial to the defence of any such proceedings or claim.
- GCC.25.5 KIL 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.
- GCC.25.6 KIL 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 KIL.

E. GUARANTEES AND LIABILITIES

GCC.26. Liquidated Damage

- GCC.26.1 Except as provided for under GCC.30, 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, KIL 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 delayed goods or unperformed services for each day of delay beyond the scheduled delivery period until actual delivery or performance, up to a maximum deduction of ten (10) percentage of the total value of delayed goods or unperformed services.
- GCC.26.2 In case of delay for supply of an item which can be made in parts, but the item cannot be put to use unless the supplies are complete, the liquidated damage shall be levied up to the maximum 10% of the Contract Price. If in the opinion of KIL the Supplier is indefinitely delaying the supplies, KIL may terminate the Contract pursuant to GCC.34.

GCC.27. Warranty

- GCC.27.1 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.
- GCC.27.2 Subject to GCC.14.2, 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 the Kingdom of Bhutan.
- GCC.27.3 Unless otherwise specified in the SCC, the warranty shall remain valid for twelve (12) months after the goods have been delivered and accepted at the final destination specified in the SCC or eighteen (18) months from date of shipment from the port or place of loading in the country of origin, whichever is earlier.
- GCC.27.4 KIL shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. KIL shall provide all reasonable opportunities for the Supplier to inspect such defects.
- GCC.27.5 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 KIL.
- GCC.27.6 In case the Goods are required to be taken back to the Supplier's works, or any other such place which the Supplier may think fit, all costs incidental to such movement of Goods and their repair, replacement thereof, will be borne by the Supplier. In such cases, the Supplier shall provide a security in the form of Bank Guarantee to KIL, valid for twelve (12) months, for value of the Goods equivalent to payments made by KIL for such Goods
- GCC.27.7 If, having been notified, the Supplier fails to remedy the defect within the period specified in GCC.27.5, KIL may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which KIL may have against the Supplier under the Contract.

GCC.28. Limitation of Liability

- GCC.28.1 Except in cases of gross negligence or wilful misconduct:
- a) neither party shall be liable to the other party, whether in contract, tort 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 KIL; and

- b) the aggregate liability of the Supplier to KIL, 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 KIL with respect to patent infringement.

F. RISK DISTRIBUTION

GCC.29. Change in Laws and Regulations

- GCC.29.1 If, after thirty (30) days prior to the date of Bid submission, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated or changed in Bhutan (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery/Completion Schedule and/or the Contract Price, then such Delivery/Completion Schedule and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with GCC.19.2.

GCC.30. Force Majeure

- GCC.30.1 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.
- GCC.30.2 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 Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- GCC.30.3 If a Force Majeure situation arises, the Supplier shall promptly notify KIL in writing of such condition and the cause thereof. Unless otherwise directed by KIL 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.

G. CHANGE IN CONTRACT ELEMENTS

GCC.31. Variations

- GCC.31.1 KIL, during execution of the Contract, may vary the quantity of the Goods within variation of the total Contract Price by plus/ minus twenty percent (+/- 20%) but without any change in unit price or other terms and conditions. The item wise quantities may also vary to the same extent without any adjustment in the unit rates. However, the variation can also exceed 20% where one more additional unit exceeds 20% of the contract price.
- GCC.31.2 KIL may, by variation order to the Supplier, at any time before the supply is completed, instruct the Supplier to vary the quantity of the Goods. The Supplier shall not vary the quantity of the Goods, except in accordance with a variation order from KIL.
- GCC.31.3 KIL shall on its own or on the basis of a request from the Supplier, after due consultation with the Supplier, decide whether or not the variation shall be carried out. If KIL decides that the variation shall be carried out, KIL shall issue a variation order clearly identified as such in accordance with the Supplier's submission or as modified by mutual agreement. The Delivery schedule for such extra quantities will be mutually agreed between KIL and the Supplier

GCC.32. Extension of Time for Delivery

- GCC.32.1 Delivery of Goods shall be made by the Supplier in accordance with the time for Delivery specified in the SCC or within such extended time to which the Supplier shall be entitled under GCC.32.2.
- GCC.32.2 The Supplier may seek an extension of the time for Delivery if Supplier is or will be delayed in supplying the Goods for any of the following reasons:
- GCC.32.3 The Supplier may seek an extension of the time for Delivery if Supplier is or will be delayed in supplying the Goods for any of the following reasons:
- a. extra or additional quantities ordered in writing under GCC.31 The time extension can be sought here only in respect of the Delivery of the extra quantities ordered;
 - b. Force Majeure as per GCC.30;
 - c. any changes in laws and regulations as provided in GCC.29;
 - d. any other matter specifically mentioned in the Contract.
- GCC.32.4 The Supplier shall also not be held responsible for:
- a. the delay caused for no fault on the part of the Supplier due to orders/instructions issued by KIL;
 - b. any default or breach of the Contract by KIL

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- GCC.32.5 Except for grant of extension of time for completion of Delivery, KIL shall not bear any other financial liability for delays caused pursuant to GCC.32.2 and GCC.32.3.
- GCC.32.6 The Supplier shall demonstrate to KIL's satisfaction that the Supplier has used endeavour to avoid or overcome such causes for delay and the parties will mutually agree upon remedies to mitigate or overcome causes for such delays.
- GCC.32.7 Notwithstanding the provisions of clause GCC.32.6, the Supplier shall not be entitled to an extension of time for Delivery, unless the Supplier, at the time when circumstances specified in GCC.32.2 arises, has immediately notified KIL in writing that Supplier may claim such extension as caused by such circumstances. KIL on receipt of such notice may agree to extend the Delivery Schedule as may be reasonable and mutually agreed but without prejudice to other terms and conditions of the Contract.
- GCC.32.8 KIL may require Delivery of the Goods or part thereof earlier than the time for Delivery, as mutually agreed between KIL and the Supplier. The earlier completion date so agreed, if not achieved, shall not be considered for the purpose of levy of liquidated damages as per GCC.26.

GCC.33. Export Restriction

- GCC.33.1 Notwithstanding any obligation under the Contract to complete all export formalities, any export restrictions attributable to KIL, to Bhutan, or to the use of the products/Goods, systems or services to be supplied, which arise from trade regulations from a country supplying those products/Goods, systems or services, and which substantially impede the Supplier from meeting its obligations under the Contract, shall release the Supplier from the obligation to provide deliveries or services, always provided, however, that the Supplier can demonstrate to the satisfaction of KIL 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 KIL's convenience pursuant to GCC Clause 34.3.

GCC.34. Terminations

- GCC.34.1. Termination for Default:
- GCC.34.1.1 KIL, 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:
- a. 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 KIL pursuant to GCC.32.2; or

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- b. if the Supplier fails to perform any other obligation under the Contract; or
 - c. if the Supplier, in the judgment of the Purchaser has engaged in fraud and corruption, as defined in GCC.4, in competing for or in executing the Contract.

GCC.34.1.2 In the event KIL terminates the Contract in whole or in part, pursuant to GCC.34.1.1, KIL may procure, upon such terms and in such manner as it deems appropriate, Goods similar to those undelivered, and the Supplier shall be liable to KIL for any additional costs incurred by KIL in procurement of such undelivered Goods. Wherever the Contract is terminated in part, the Supplier shall continue performance of the Contract to the extent not terminated.

GCC34.2 Termination for Insolvency:

GCC.34.2.1 KIL may at any time terminate the Contract by giving notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In such event, termination shall be without compensation to the Supplier, provided that such termination shall not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Purchaser.

GCC.34.2.2 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 KIL

GCC34.3 Termination for Convenience.

GCC.34.3.1 KIL, 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 KIL's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

GCC.34.3.2. 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.

GCC34.4 Termination by Supplier

GCC.34.4.1 If,

- a) KIL commits a substantial breach of the Contract, the Supplier may give a notice to KIL that specifies the breach and requires KIL to remedy the same. If KIL fails to remedy the breach or take steps to remedy the breach within thirty (30) days after receipt of the Supplier's notice, or,
- b) If the Supplier is unable to carry out any of its obligations under the Contract for any reason attributable to KIL, including but not limited to KIL's failure to obtain any governmental permit necessary for the Delivery of Goods, which KIL is required to obtain as per provision of the Contract or as per relevant applicable laws, the Supplier may give a notice to KIL to carry out such obligation under the Contract and if KIL fails to comply within thirty (30) days after receipt of the Supplier's notice, then the Supplier may, referring to this sub-clause, forthwith terminate the Contract.

GCC34.4.2 The Supplier may also terminate the Contract forthwith by giving a notice to KIL to that effect, referring to this sub-clause, if KIL becomes bankrupt or insolvent, has a receiving order issued against it, compounds with its creditors, or, being a corporation, if a resolution is passed or order is made for its winding up (other than a voluntary liquidation for the purposes of amalgamation or reconstruction), a receiver is appointed over any part of its undertaking or assets, or if KIL takes or suffers any other analogous action in consequence of debt.

GCC34.4.3 In the event of termination under GCC.34.4.2, all payments due to the Supplier for the Goods already delivered, shall be settled by KIL with no further liability on any account whatsoever.

GCC.35. Assignment

GCC35.1 Neither the KIL nor the Supplier shall assign, in whole or in part, their obligations under this Contract, except with the prior written consent of the other party.

SECTION IV.SPECIAL CONDITIONS OF CONTRACT

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.

GCC Clause Reference	Particulars
GCC.1.1 (xxii)	The Project Site(s)/Final Destination(s) is/are :CIP [<i>Koufuku International Limited, Chenangri Trashigang</i>]
GCC.1.1 (xxiv)	The Procuring agency is: Koufuku International Limited (KIL).
GCC 3.6 (a)	The meaning of the trade terms shall be as prescribed by Incoterms
GCC 3.6 (b)	The version of Incoterms shall be: <i>Incoterms 2020</i>
GCC 5.1	The language shall be: English.
GCC 8.1	For notices, the addresses shall be: For the KIL: Attention: Mr. Throwa Tenzin Designation: Chief Executive Officer Address: KIL, Chenangri, Trashigang Telephone: +975-171711138 E-mail: ceokoufuku@gmail.com / pekc93@gmail.com
GCC.9	The governing law shall be the law of the Kingdom of Bhutan
GCC 10	The rules of procedure for arbitration proceedings pursuant to GCC Sub-Clause 10.2 shall be as follows: (a) Contract with a foreign Supplier: Any dispute, controversy or claim arising out of or relating to this Contract, or breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the United Nations Commission on International Trade Law (UNCITRAL) Arbitration Rules as at present in force. (b) Contract with a Bhutanese Supplier: In the case of a dispute between the Purchaser and a Bhutanese Supplier, the dispute shall be referred to adjudication or arbitration in accordance with the laws of Bhutan.
GCC 10.1	The Supplier shall supply all the Goods and Related Services included in the Scope of Supplies in accordance with Section VI, Technical Specification, and the delivery and completion requirements as per GCC.17.3. In addition, the Supplier is also required to arrange their own logistics (Food and lodge) during their stay at the site for installation and commissioning of the plant.
GCC 16.1	The Supplier shall successfully test the equipment at factory before delivery and must furnish inspection and testing documents. The Supplier is also responsible for installation

	and test running the equipment supplied and installed at the project site up to the satisfaction of the Purchaser.
GCC 16.2	Inspections and tests shall be conducted at: <i>Koufuku International Limited, Chenangri Trashigang</i>
GCC 17.2	<p>Details of Shipping and other Documents to be furnished by the Supplier are:</p> <ul style="list-style-type: none"> i. Two copies of supplier's invoice giving full details of the goods including quantity, value, amount, etc. ii. Consignment note iii. Insurance certificate, if required under the contract iv. Manufacturer's/ Supplier's warranty certificate v. Inspection certificated issued by nominated inspection agency vi. Date of shipment vii. Port of discharge and expected date of arrival of goods viii. Any other documents as and when required in terms of the contract <p>The above documents shall be received by the Purchaser before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses.</p>
GCC 18.1	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.
GCC 18.4	Responsibility for transportation of the Goods shall be <u>Incoterms : CIP, Chenangri, Trashigang (Carriage paid, insurance included, to the place of destination)</u>
GCC 19.1	The prices charged for the Goods supplied and the related Services performed <i>Shall not</i> be adjustable.
GCC 20.1	<p>Payment terms</p> <p>GCC.20.—The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:</p> <p>Payment for Goods supplied from abroad:</p> <p>Payment of the foreign currency portion shall be made in USD.</p> <ul style="list-style-type: none"> (i) Advance Payment: 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. (ii) On Shipment: Fifty percent (50%) of the Contract Price of the Goods shipped shall be paid through irrevocable confirmed letter

	<p>of credit opened in favor of the Supplier in a bank in its country, upon submission of the documents specified in GCC Clause 13.</p> <p>(iii) On Acceptance: The final payment of forty percent (40%) shall be made only upon the successful supply, installation, and commissioning of the goods, and upon submission of the Goods Acceptance Certificate issued by the Purchaser.</p>
	<p>Payment for Goods and Services supplied from within Bhutan:</p> <p>Payment for Goods and Services supplied from within Bhutan shall be made in <i>BTN</i>, as follows:</p> <p>(i) Advance Payment: 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) On Delivery: Fifty percent (50%) of the Contract Price shall be paid on receipt of the Goods and upon submission of the documents specified in GCC Clause 13.</p> <p>(iii) On Acceptance: The final payment of forty percent (40%) shall be made only upon the successful supply, installation, and commissioning of the goods, and upon submission of the Goods Acceptance Certificate issued by the Purchaser.</p>
GCC.21.3	The present rate of tax deducted at source (TDS): applicable as per Tax Law of Bhutan on the Executed
GCC.22.1	<p>The amount of the Performance Security shall be: <i>10% of the contract bid price</i> in the form of:</p> <p><i>(i) Unconditional bank guarantee issued by a reputable financial institution enforceable in any banks in Bhutan, in the form provided for in the Contract or in any other form acceptable to</i></p> <p><i>(ii) Cash warrant, or</i></p> <p><i>(iii) Demand Draft</i></p>
GCC. 26.1	The liquidated damages shall be: 0.05 % per day of delay with a maximum of 10% (ten) percent of the total value of the delayed goods or unperformed services
GCC. 27.3	The warranty shall be valid for 365 days after the goods have been delivered and accepted at the final destinations (Shall be Koufuku International Limited, Chenangri Trashigang) or as per manufacturer's warranty period.
GCC. 27.5	The period for repair or replacement of defective goods shall be within: Thirty (30) days from the issue of notification by the purchaser.

SECTION V – BIDDING FORMS

(Form No. 1 to Form No. 17)

Applicable forms from this section shall be submitted by the Bidder along with the Bid

Form 1: Bid Security (Bank Guarantee)

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

.....

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

Tender No.

Beneficiary:[Name and Address of Purchaser]

Date:

BANK GUARANTEE No.:.....

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

.....
.....*[insert amount in words]* upon receipt by us of your first demand in writing
accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the Bid
conditions, because the Bidder:

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

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

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

Form 2: Bidder's 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 substitution shall be accepted]

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

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

1	Bidder's Legal Name:
2	In case of Joint Venture legal name of each member:
3	Bidder's or each member of JV's Country of Registration:
4	Bidder's or each member of JV's Year of Registration:
5	Bidder's or each member of JV's Legal Address in Country of Registration:
6	Bidder's or Lead member of JV's Local Address in Bhutan (if any):
7	Bidder's or Each member of JV's Website Address:
8	Bidder's or Each member of JV's Business Activities:
9	Bidder's or Lead member of JV's Authorized Representative Name: Designation: Address: Telephone: E-mail Address:
10	Bidder's or Lead member of JV's Authorized Representative in Bhutan (if any) Name of the firm: Name of the contact person: Designation: Address: Telephone: E-mail Address: Services to be provided by the local representative:

11	Status of the Bidder (check the box as applicable): <ul style="list-style-type: none"> • Bidding Company • Lead Member of the Joint Venture • Agent of the Foreign Bidder
12	Attached are copies of the following original documents: [check the box(es) of the attached original documents] <ul style="list-style-type: none"> • Tax Clearance Certificate of Bidder named in 1or 2 above (applicable for Bhutanese Bidders) • • Trade License of Bidder named in 1or 2 above (applicable for Bhutanese Bidders) • Certificate of Incorporation or Registration of Bidder named in 1or 2 above • Any other certificate to support the legal entity of the Bidder named in 1or 2 above

Date:

Signature.....

Place:

Name.....

Designation.....

Seal.....

Form 3: Power of Attorney

(On Stamp paper of relevant value or with legal stamp)

We _____ (name of the company and address of the registered office) do hereby appoint and authorize _____ (full name and residential address) who is presently employed with us holding the position of _____ as our attorney, to do in our name and on our behalf, deed and things necessary in connection with or incidental to our proposal for “_____” in response to the TENDER No. _____ by KIL, including signing and submission of all the documents and providing information/responses to KIL in all the matter in connection with our bid.

We hereby agree to ratify all deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all deeds and things done by our aforesaid attorney shall always be deemed to have been done by us.

Dated this _____ day of _____ 2025.

For _____.

(Signature of the principal)

(Name)

Designation

Address

Accepted

(Signature of the attorney)

Name

Designation

Date:

Business Address:

Form 4: Deviation Schedule

To:

NIT No: _____

Sir/Madam,

The following are the deviations and variations from and exceptions to the terms, conditions and specifications of the Bidding Documents for procurement of.....[insert brief description of works] These deviations and variations are exhaustive. We are furnishing below the cost of withdrawal for the deviations and variations stated in this Form. We shall withdraw the deviations proposed by us in this Form at the cost of withdrawal indicated herein, failing which our Bid may be rejected and bid security forfeited.

We confirm that except for the deviations and variations stated in this Form to our Bid, the entire work shall be performed as per specifications and conditions of the Bidding Documents without any extra cost to KIL, irrespective of any mention to the contrary anywhere else in the Bid, failing which our Bid may be rejected and Bid security forfeited.

Further, we agree that additional conditions, deviation, if any, found in the Bidding Documents other than those stated in this Form, save those pertaining to any rebates offered, shall not be given effect to.

Section / Clause No.	Page No.	Statement of Deviations	Cost of withdrawal Date:

Date:

(Signature).....

Place:

(Name).....

(Designation).....

(Seal).....

Note: Continuation sheets of like size and format may be used and annexed to this Form if required.

Form 5: Integrity Pact

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

1 General:

Whereas Mr. Throwa Tenzin CEO, representing the Koufuku International limited (KIL), hereinafter referred to as the “KIL” on one part, and Mr/Mrs.....(Name of bidder or his/her authorized representative, with power of attorney) representing.....(Name of firm), hereinafter referred to as the “Bidder” on the other part hereby execute this agreement as follows:

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

2 Objectives:

Whereas, the Employer and the Bidder agree to enter into this agreement, hereinafter referred to as IP, to avoid all forms of corruption or deceptive practice by following a system that is fair, transparent and free from any influence/unprejudiced dealings in the **bidding process**⁸ and contract **administration**⁹, with a view to:

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

3 Scope:

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

4 Commitments of the KIL:

The Employer Commits itself to the following:-

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

-
- 4.2 The Employer further confirms that its officials shall not favor any prospective bidder in any form that could afford an undue advantage to that particular bidder in the bidding process and contract administration and will treat all Bidders alike.
- 4.3 Officials of the Employer, who may have observed or noticed or have reasonable suspicion shall report to the head of the employing agency or an appropriate government office any violation or attempted violation of clauses 4.1 and 4.2.
- 4.4 Following report on violation of clauses 4.1 and 4.2 by official (s), through any source, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings shall be initiated by the Employer and such a person shall be debarred from further dealings related to the bidding process and contract administration.

5 Commitments of Bidders

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

- 5.1 The Bidder shall not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Employer, connected directly or indirectly with the bidding process and contract administration, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding process and contract administration.
- 5.2 The Bidder shall not collude with other parties interested in the contract to manipulate in whatsoever form or manner, the bidding process and contract administration.
- 5.3 If the bidder(s) have observed or noticed or have reasonable suspicion that the provisions of the IP have been violated by the procuring agency or other bidders, the bidder shall report such violations to the head of the procuring agency.

6 Sanctions for Violation:

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

- 6.1 The breach of the IP or commission of any offence (forgery, providing false information, 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 with as per the terms and conditions of the contract and other provisions of the relevant laws, including De-barment Rules.

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

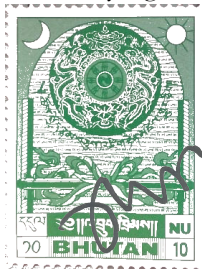
7 Monitoring and Administration:

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

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

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

The parties hereby sign this Integrity Pact at (place) _____ on (date) _____



Affix
Legal
Stamp

EMPLOYER

BIDDER/REPRESENTATIVE

CID :

1	1	3	1	2	0	0	2	7	2	5
---	---	---	---	---	---	---	---	---	---	---

CID:

--	--	--	--	--	--	--	--	--	--	--

Witness:

Witness: _____

Name: Kunzang Chopel

Name:

CID:

1	1	3	0	6	0	0	1	4	6	9
---	---	---	---	---	---	---	---	---	---	---

CID:

--	--	--	--	--	--	--	--	--	--	--

FORM 6: BID SUBMISSION FORM

Date:

NIT no. and Title of Contract.....

To:

.....,

We, the undersigned, declare that:

a) Having examined all the Bidding Documents (with reference ITB 11), including addenda [insert list], we offer to execute the (name and title of the contract/work) in accordance with the Conditions of Contract accompanying this Bid for the Contract

Price of BTN..... (In figures),

Ngultrums..... (In words).

b) This Bid and your written acceptance of it shall constitute a binding Contract between us. We understand that you are not bound to accept the lowest or any Bid you receive.

c) We hereby confirm that this Bid complies with the Bid validity and Bid Security required by the Bidding Documents and specified in the Bidding Data Sheet.

d) We, including any subcontractors for any part of the Contract, have nationalities from eligible countries in accordance with ITB Clause 7;

e) We have no conflict of interest in accordance with ITB sub clause 5.2;

f) Our firm, its affiliates or subsidiaries—including any subcontractors for any part of the Contract—has not been declared ineligible under the laws or official regulations of Bhutan, in accordance with ITB Clause 6 and other relevant clauses.

g) Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

Name & address of agent	Amount & Currency	Purpose of commission or gratuity

* If none, please state none

h) Our duly executed Integrity Pact Statement is attached herewith.

i) We accept the vendor performance management system.

AUTHORIZED SIGNATURE: _____ (AFFIX LEGAL STAMP)

Name and title of signatory:

Name of Bidder: _____

Address:

Form 7: Declaration for Acceptance of Tender Terms and Conditions

The Chief Executive Officer
Koufuku International limited,
Chenangri, Trashigang

Sir,

Subject: Tender No.....:..... dated for
“.....”

I have carefully gone through the Terms & Conditions contained in the above referred TENDER document. I declare that all the provisions of this tender are acceptable to my company. I further certify that I am an authorized signatory of my company and am, therefore, competent to make this declaration.

Yours faithfully,

(Signature of the Bidder)

Printed Name:

Designation:

Seal:

Date:

Business Address:

Form 8: Manufacturer's Authorization

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

Date:..... *[insert date of Bid Submission]*

Tender No.:..... *[insert tender number]*

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

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

WHEREAS

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

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

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

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

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

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

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

Form 9: Price Schedule

Package A: Gouda Processing Plant

Price Schedule No. 1: Supply and delivery of materials with mandatory spare parts as specified in Technical Specification Section IV (Quote whichever is applicable)

Sl.No	Description of items	Unit	Quantity	Unit Price (CIP)			Total Price (CIP)
				(Foreign Currencies) (USD)	(Bhutanese Currencies) BTN	(Indian Rupees) INR	
1	Milk HTST Pasteurizer	No.	1				
2	Cream Separator	No.	1				
3	Milk Clarifier	No.	1				
4	Bactofuge	No.	1				
5	Cheese Vat	No.	1				
6	Pneumatic cheese pressing Machine	No.	2				
7	Diesel Generator	No.	1				
8	Cheese Mold	No.	100				
9	Butter Mold	No.	50				
10	Automatic Butter Churner with Kneading	No.	1				
11	Perforated Stainless Steel Shelving Rack	No.	6				
12	Water Heater	No.	4				

13	Automatic Cheese Crust removing Machine	No.	1				
14	Gouda Cheese Washing Machine (Plevnik)	No.	1				
15	Cold room refrigeration system	No.	2				
16	Stainless Steel Vat Trolley	No.	4				
17	Stainless Steel Working Table	No.	4				
18	Vacuum Packing Machine	No.	1				
19	Milk Cane	No.	10				
20	Whey Storage Tank	No.	1				
	Total Schedule No.1						

Total amounts in Words.....

Name of Bidder:

Signature of Bidder:

Date:

Price Schedule No. 2: Related Services (Quote whichever is applicable)

Sl.No	Description of Services	Unit	Total Price		
			(Foreign Currencies) (USD)	(Bhutanese Currencies) BTN	(Indian Rupees) INR
1	Service Charge for Installation, Testing, Commissioning and Training of plant's key personnel on Milk HTST Pasteurizer, Cream Separator, Milk Clarifier and Bactofuge	Lump Sum			
2	Service Charge for Installation, Testing, Commissioning and Training of Plant's key personnel on Cheese Vat and Pneumatic cheese pressing Machine				
3	Service Charge for Installation, Testing, Commissioning and Training of Plant's key personnel on Diesel Generator				
	Total Schedule No.2				

Total amounts in Words.....

Name of Bidder:

Signature of Bidder:

Date:

Price Schedule: Grand Summary (Quote whichever is applicable)

Sl.No	Description	Unit	Total Price		
			(Foreign Currencies) (USD)	(Bhutanese Currencies) BTN	(Indian Rupees) INR
1	Total Schedule No.1	Lump Sum			
2	Total Schedule No.2				
	Total (A letter of Bid)				

Total amounts in Words.....

Name of Bidder:

Signature of Bidder:

Date:

Country of Origin Declaration Form

Item	Description	Code	Country

1. List of Goods and Delivery Schedule

[The Purchaser 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 No.	Description of Goods	Quantity	Physical unit	Final (Project Site) Destination as specified in BDS		
					Delivery Date	Bidder's Offered Delivery Date <i>[to be provided by the Bidder]</i>
						<i>[insert the number of days following the date of effectiveness the Contract]</i>
1	Milk HTST Pasteurizer	1	Nos.	Koufuku International Limited, Chenangri Trashigang, Bhutan	5 months	
2	Cream Separator	1	Nos.		5 months	
3	Milk Clarifier	1	Nos.		5 months	
4	Bactofuge	1	Nos.		5 months	
5	Cheese Vat	1	Nos.		5 months	
6	Pneumatic cheese pressing Machine	1	Nos.		5 months	
7	Diesel Generator	1	Nos.		5 months	
8	Cheese Mold	100	Nos.		5 months	
9	Butter Mold	50	Nos.		5 months	
10	Automatic Butter Churner with Kneading	1	Nos.		5 months	
11	Perforated Stainless Steel Shelving Rack	6	Nos.		5 months	

12	Water Heater	4	Nos.		5 months	
13	Automatic Cheese Crust removing machine	1	Nos.		5 months	
14	Gouda Cheese Washing Machine (Plevnik)	1	Nos.		5 months	
15	Cold room refrigeration system	2	Nos.		5 months	
16	Stainless Steel Vat Trolley	4	Nos.		5 months	
17	Stainless Steel Working Table	4	Nos.		5 months	
18	Vacuum Packing Machine	1	Nos.		5 months	
19	Milk Cane	10	Nos.		5 months	
20	Whey Storage Tank	1	Nos.		5 months	

2. List of Related Services and Completion Schedule

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

Service	Description	Quantity (if applicable)	Physical unit	Place where services shall be performed	Final Completion Date(s) of Services	Bidder's Offered Final Completion Date(s)
1	Installation, Testing, Commissioning and Training of Plant's key personnel on Milk HTST Pasteurizer, Cream Separator, Milk Clarifier and Bactofuge	1	Set	Koufuku International Limited, Chenangri Trashigang, Bhutan	1 month	

2	Service Charge for Installation, Testing, Commissioning and Training of Plant's key personnel on Cheese Vat and Pneumatic cheese pressing Machine	1	Set		1 month	
3	Service Charge for Installation, Testing, Commissioning and Training of Plant's key personnel on Diesel Generator	1	Nos		1 month	

Package B. Processed Cheese Processing Plant

Price Schedule No. 1: Supply and delivery of materials with mandatory spare parts as specified in Technical Specification Section IV (Quote whichever is applicable)

Sl.No	Description of items	Unit	Quantity	Unit Price (CIP)			Total Price (CIP)
				(Foreign Currencies) (USD)	(Bhutanese Currencies) BTN	(Indian Rupees) INR	
1	Universal Cooker	No.	1				
2	Electric Steam Boiler	No.	1				
3	Fully Automatic Lined Carton Packing Machine with Pneumatic driven piston filling system (1000 gm)	No.	1				
4	Fully Automatic Lined Carton Packing Machine with Pneumatic driven piston filling system (500gm pack)	No.	1				
	Total Schedule No.1						

Total amounts in Words.....

Name of Bidder:

Signature of Bidder:

Date:

Price Schedule No. 2: Related Services (Quote whichever is applicable)

Sl.No	Description of Services	Unit	Total Price		
			(Foreign Currencies) (USD)	(Bhutanese Currencies) BTN	(Indian Rupees) INR
1	Service Charge for Installation, Testing, Commissioning, and Training of Plant's key personnel on Universal Cooker, Electric Steam Boiler, and Fully Automatic Lined Carton Packing Machine with Pneumatic-Driven Piston Filling System (1000g & 500g)	Lump sum			
	Total Schedule No.2				

Price Schedule: Grand Summary (Quote whichever is applicable)

Sl.No	Description	Unit	Total Price		
			(Foreign Currencies) (USD)	(Bhutanese Currencies) BTN	(Indian Rupees) INR
1	Total Schedule No.1	Lump Sum			
2	Total Schedule No.2				
	Total (A letter of Bid)				

Total amounts in Words.....

Name of Bidder:

Signature of Bidder:

Date:

Country of Origin Declaration Form

Item	Description	Code	Country

1. List of Goods and Delivery Schedule

[The Purchaser 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 No.	Description of Goods	Quantity	Physical unit	Final (Project Site) Destination as specified in BDS		
					Delivery Date	Bidder's Offered Delivery Date <i>[to be provided by the Bidder]</i>
						<i>[insert the number of days following the date of effectiveness the Contract]</i>
1	Universal Cooker	1	Nos.	Koufuku International Limited, Chenangri Trashigang, Bhutan	5 months	
2	Electric Steam Boiler	1	Nos.		5 months	
3	Fully Automatic Lined Carton Packing Machine with Pneumatic driven piston filling system (1000 gm)	1	Nos.		5 months	
4	Fully Automatic Lined Carton Packing Machine with Pneumatic driven piston filling system (500gm pack)	1	Nos.		5 months	

2. List of Related Services and Completion Schedule

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

Service	Description	Quantity (if applicable)	Physical unit	Place where services shall be performed	Final Completion Date(s) of Services	Bidder's Offered Final Completion Date(s)
1	Service Charge for Installation, Testing, Commissioning, and Training of Plant's key personnel on Universal Cooker, Electric Steam Boiler, and Fully Automatic Lined Carton Packing Machine with Pneumatic-Driven Piston Filling System (1000g & 500g)	1	Set	Koufuku International Limited, Chenangri Trashigang, Bhutan	1 month	

Package C. Yogurt Processing Plant

Price Schedule No. 1: Supply and delivery of materials with mandatory spare parts as specified in Technical Specification Section IV (Quote whichever is applicable)

Sl.No	Description of items	Unit	Quantit y	Unit Price (CIP)			Total Price (CIP)
				(Foreign Currencies) USD	(Bhutanese Currencies) BTN	(Indian Rupees) INR	
1(a)	Multipurpose Milk Pasteurizer	No.	1				
1(b)	High Pressure Homogenizer	No.	1				
1(c)	Inoculation Tank	No.	2				
1(d)	Transfer Pump	No.	2				
1(e)	Fermentation Tank	No.	1				
1(f)	Transfer Pump	No.	1				
1(g)	Automatic CUP filling & sealing machine	No.	1				
1(h)	Control Panel-SS	No.	1				
	Total Schedule No.1						

Total amounts in Words.....

Name of Bidder:

Signature of Bidder:

Date:

Price Schedule No. 2: Related Services (Quote whichever is applicable)

Sl.No	Description of Services	Unit	Total Price		
			(Foreign Currencies) (USD)	(Bhutanese Currencies) BTN	(Indian Rupees) INR
1	Service Charge Installation, Testing, Commissioning and Training of Plant's key personnel on Automatic Yogurt Machine	Lump sum			
	Total Schedule No.2				

Price Schedule: Grand Summary (Quote whichever is applicable)

Sl.No	Description	Unit	Total Price		
			(Foreign Currencies) (USD)	(Bhutanese Currencies) BTN	(Indian Rupees) INR
1	Total Schedule No.1	Lump Sum			
2	Total Schedule No.2				
	Total (A letter of Bid)				

Total amounts in Words.....

Name of Bidder:

Signature of Bidder:

Date:

Country of Origin Declaration Form

Item	Description	Code	Country

1. List of Goods and Delivery Schedule

[The Purchaser 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 No.	Description of Goods	Quantity	Physical unit	Final (Project Site) Destination as specified in BDS		
					Delivery Date	Bidder's Offered Delivery Date <i>[to be provided by the Bidder]</i>
						<i>[insert the number of days following the date of effectiveness the Contract]</i>
1(a)	Multipurpose Milk Pasteurizer	No.	1	Koufuku International Limited, Chenangri Trashigang, Bhutan	5 months	
1(b)	High Pressure Homogenizer	No.	1			
1(c)	Inoculation Tank	No.	2			
1(d)	Transfer Pump	No.	2			
1(e)	Fermentation Tank	No.	1			
1(f)	Transfer Pump	No.	1			
1(g)	Automatic CUP filling & sealing machine	No.	1			
1(h)	Control Panel-SS	No.	1			

2. List of Related Services and Completion Schedule

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

Service	Description	Quantity (if applicable)	Physical unit	Place where services shall be performed	Final Completion Date(s) of Services	Bidder's Offered Final Completion Date(s)
1	Service Charge Installation, Testing, Commissioning and Training of Plant's key personnel on Automatic Yogurt Machine	1	Set	Koufuku International Limited, Chenangri Trashigang, Bhutan	1 month	

From 10. Average Annual Turnover

Bidder's Legal Name: _____ Date: _____

JVA Partner Legal Name: _____ ICB No.: _____

Page _____ of _____ pages

<i>Annual turnover data (construction only)</i>		
<i>Year</i>	<i>Amount and Currency</i>	<i>BTN/INR/US</i>
	_____	_____
	_____	_____
	_____	_____
	_____	_____
	_____	_____
<i>*Average Annual Construction Turnover</i>	_____	_____

**Average annual turnover calculated as total certified payments received for work in progress or completed, divided by the number of years specified in Section III, Evaluation Criteria.*

Form 11. Financial Resources

Specify proposed sources of financing, such as liquid assets, unencumbered real assets, lines of credit, and other financial means, net of current commitments, available to meet the cash flow demands of the subject contract or contracts as indicated in Section VIII, Bidder Qualification and Evaluation Criteria

<i>Source of financing</i>	<i>Amount (BTN/INR/US)</i>
1.	
2.	
3.	
4.	

Form 12: General Experience

Bidder's Legal Name: _____

Date: _____

JVA Partner Legal Name: _____

ICB No.: _____

Page _____ of _____ pages

Starting Month / Year	Ending Month / Year	Years*	Contract Identification	Role of Bidder
_____	_____		Contract name: Brief Description of the Works performed by the Bidder: Name of Employer: Address:	_____
_____	_____		Contract name: Brief Description of the Works performed by the Bidder: Name of Employer: Address:	_____
_____	_____		Contract name: Brief Description of the Works performed by the Bidder: Name of Employer: Address:	_____
_____	_____		Contract name: Brief Description of the Works performed by the Bidder: Name of Employer: Address:	_____
_____	_____		Contract name: Brief Description of the Works performed by the Bidder: Name of Employer: Address:	_____
_____	_____		Contract name: Brief Description of the Works performed by the Bidder: Name of Employer: Address:	_____

*List calendar year for years with contracts with at least nine (9) months activity per year starting with the earliest year

Form 13: Specific Experience

Bidder's Legal Name: _____ Date: _____

JVA Partner Legal Name: _____ ICB No.: _____

Page _____ of _____ pages

Similar Contract Number: ____ of ____ required.		Information	
Contract Identification		_____	
Award date		_____	
Completion date		_____	
Role in Contract	<input type="checkbox"/> Contractor	<input type="checkbox"/> Management Contractor	<input type="checkbox"/> Subcontractor
Total contract amount	_____		BTN/INR/US_____
If partner in a JVA or subcontractor, specify participation of total contract amount	_____ %	_____	BTN/INR/US_____
Employer's Name:	_____		
Address:	_____		
Telephone/fax number:	_____		
E-mail:	_____		
Similar Contract No. __[insert specific number] of [total number of contracts] __ required		Information	
Description of the similarity in accordance with Sub-Factor 2.4.2a) of Section III:		_____	
Amount	_____		
Physical size	_____		
Complexity	_____		
Methods/Technology	_____		
Physical Production Rate	_____		

Form 14.Financial Position**Historical Financial Performance**

Bidder's Legal Name: _____

Date: _____

Bidder's Representative Legal Name: _____

ICB No.: _____

Page _____ of _____ pages

(To be completed by the Bidder)

Financial Indicators	Year 1	Year 2	Year 3	Year....	Average	Avg. Ratio
Balance Sheet Information						
Total Assets (TA)						
Total Liabilities (TL)						
Net Worth (NW)						
Current Assets (CA)						
Current Liabilities (CL)						
Income Statement Information						
Total Revenue (TR)						
Profit Before Taxes (PBT)						

Required Documents	Must include all related notes.
Balance Sheets	Must include all related notes
Income Statements	Audited for the required years
Company-Specific Data	Must reflect the Bidder's financial position, not that of a parent or sister company.
Certified Records	Statements must be audited by a certified accountant.
Complete Statements	All required notes must be included.
Full Accounting Periods	Statements must correspond to completed and audited periods. No partial-period statements will be accepted

Form 15. Technical Proposal Submission Form

Tender Title:

Tender No.:

Submission Deadline:

1. Bidder Information

Field	Details
Name of Company	
Address	
Contact Person	
Designation	
Contact Number	
Email Address	
Trade License No.	
Year of Establishment	

2. Executive Summary

Provide a brief overview of the company's proposal including scope, understanding of the project, and value proposition. *(Max 1 page)*

3. Compliance Checklist

Requirement	Compliant (Yes/No)	Remarks
Supply of Equipment as per Specifications		
Delivery Schedule within Timeframe		
Installation & Commissioning Plan		

Requirement	Compliant (Yes/No)	Remarks
Testing & Trial Run Provisions		
Layout Compatible with Existing Production Lines		
Documentation & Training for Operators		

4. Equipment Specifications & Technical Details

For each equipment item, provide:

- Name and model of equipment
- Technical specifications (capacity, materials, energy efficiency, automation level, etc.)
- Utility requirements (power, water, air)
- Warranty period and support service
- Brochures or product datasheets

5. Design & Layout Integration

Attach Detailed Drawings and Description Addressing the Following:

- Proposed equipment layout showing integration with the **existing KIL production system**
- Flow diagram aligning with existing milk/yogurt/cheese processing line
- Space requirement and dimensions
- Utility connections and access points
- Safety features and ergonomic considerations
- Recommendations on placement for efficient material and product flow

(Attach layout drawings in A3/ A4 format with legends and scale)

6. Delivery, Installation & Commissioning Plan

Provide a detailed timeline (preferably Gantt chart) including:

- Delivery lead time
- Installation schedule
- Commissioning and testing plan
- Resource deployment

-
- Contingency plans in case of delays
 - Safety protocols during installation

7. Testing & Acceptance

Outline your approach for:

- Factory and Site Test (FAT & SAT)
- Performance checks
- Trial with actual KIL products
- Joint testing with KIL Technical Team
- Submission of test results

8. Training & After-Sales Support

- Training plan for KIL staff (technical operators and maintenance team)
- On-site and off-site training modules
- Operation manuals, SOPs, troubleshooting guides
- After-sales service (response time, warranty services, AMC options)
- Contact information for local service representatives

9. References & Past Experience

Provide:

- At least 3 references of similar supply/installation in dairy sector
- Project name, year, client name, equipment supplied
- Certificates of completion or appreciation (if any)

10. Certifications & Compliance Documents

Attach copies of:

- Installation, Operation & Maintenance (IOM) Manuals
- Compliance with industry standards (ISO, BIS, etc.)
- Product Certifications (ISO, CE, etc.)
- Manufacturer Authorization
- Declaration of Non-Blacklisting

11. Declaration

We hereby declare that all the information provided above is true and correct to the best of our knowledge.
We agree to abide by the terms and conditions of the tender.

Authorized Signatory:

Name:

Designation:

Date:

Company Seal:

Form 16. Self-Certification Form

This self-certification form is to be completed by the supplier. The supplier shall submit the completed form together with the signed contract agreement to *[insert name of procuring entity]*. Instructions for completing this form are provided below.

Full legal name of supplier:	
Full legal name of supplier's legal representative and position:	
Full name and number of contract:	
Project with which contract was signed:	
Country:	
Date:	

I hereby certify that I am the authorized representative of *[name of the supplier]*, as well as that the information provided herein is true and accurate in all material respects and understand that any material misstatement, misrepresentation or failure to provide the information requested in this self-certification may result in sanctions and remedies, including the suspension or termination of the contract between the supplier and the procuring entity, as well as the permanent ineligibility to participate in IFAD-financed and/or IFAD-managed activities and operations, in accordance with the IFAD Procurement Guidelines, the IFAD Procurement Handbook and other applicable IFAD policies and procedures, including **IFAD's Policy on Preventing Fraud and Corruption in its Activities and Operations** (accessible at www.ifad.org/anticorruption_policy) and its **Policy on Preventing and Responding to Sexual Harassment, Sexual Exploitation and Abuse** (accessible at <https://www.ifad.org/en/document-detail/asset/40738506>)

Authorized Signature: _____ Date: _____

Printed Name of Signatory: _____

☐ The supplier certifies that itself, including its director(s), partner(s), proprietor(s), key personnel, agents, sub-consultants, sub-contractors, consortium and joint venture partners have **NOT** engaged in fraudulent, corrupt, collusive, coercive or obstructive practices, in connection with the present procurement process and this contract.

☐ The supplier declares that the following criminal convictions, administrative sanctions (including debarments under the Agreement for Mutual Enforcement of Debarment Decisions or the "Cross-Debarment Agreement")¹ and/or temporary suspensions have been imposed on the supplier and/or any of its directors, partners, proprietors, key personnel, agents, sub-consultants, sub-contractors, consortium and joint venture partners:

Nature of the measure (i.e., criminal conviction, administrative sanction or temporary suspension)	Imposed by	Name of party convicted, sanctioned or suspended (and relationship to supplier)	Grounds for the measure (i.e., fraud in procurement or corruption in contract execution)	Date and time (duration) of measure

If no criminal convictions, administrative sanctions or temporary suspensions have been imposed, indicate "none".

☐ The supplier certifies that its director(s), proprietor(s), and personnel, and the personnel of its agents, sub-consultants, sub-contractors, consortium and joint venture partners are **NOT** subject to a criminal conviction, administrative sanctions or investigations for incidents of sexual harassment and sexual exploitation and abuse.

☐ The supplier certifies that itself, its proprietor(s), agents, sub-consultants, sub-contractors, consortium and joint venture partners have **NO** actual, potential or reasonably perceived conflicts of interest and specifically that they:

- ☐ Do not have any actual or potential, and do not reasonably appear to have, at least one controlling partner in common with one or more other parties in the bidding process or the execution of the contract ;
- ☐ Do not have any actual or potential, and do not reasonably appear to have the same legal representative as another bidder for purposes of this bid or execution of the contract;
- ☐ Do not have any actual or potential, and do not reasonably appear to have a relationship, directly or through common third parties, that puts them in a position to have access to undue or undisclosed information about or influence over the bid process and the execution of the contract, or influence the decisions of the procuring entity regarding the selection process for this procurement or during the execution of the contract;

☐ Do not participate and do not potentially or reasonably appear to participate in more than one bid in this process; and

☐ Do not have any actual or potential, and do not reasonably appear to have, a business or family relationship with, a member of the procuring entity's board of directors or its personnel, the Fund or its personnel, or any other individual that was, has been or might reasonably be directly or indirectly involved in any part of (i) the preparation of the bidding document, (ii) the selection process for this procurement, or (iii) execution of the contract, unless the actual, potential or reasonably conflict stemming from this relationship has been explicitly authorized by the Fund in writing.

☐ **[To be completed only if the previous boxes were not checked]**
 The supplier declares the following actual, potential or reasonably perceived conflicts of interest, that may affect, or might reasonably be perceived by others to affect, impartiality in any matter relevant to the procurement process, including the selection process and the execution of the contract, with the understanding and acceptance that any action upon this disclosure shall be entirely under the Fund's discretion:

[provide detailed description of any actual, potential or reasonably perceived conflicts of interest including their nature and the personnel, proprietor(s), agents, sub-consultants, sub-contractors, consortium or joint venture partners affected.]

☐ The supplier certifies that **NO** gratuities, fees, commissions, gifts or anything else of value, other than those shown in the bid, have been paid or exchanged or are to be paid or exchanged with respect to the present procurement process and this contract.

OR

☐ **[To be completed only if the previous box was not checked]**
 The supplier declares that the following gratuities, fees, commissions, gifts or anything else of value have been exchanged, paid or are to be exchanged or paid with respect to the present procurement process and this contract:

- [Name of Recipient/ Address/Date/Reason/Amount]
 - [Name of Recipient/ Address/Date/Reason/Amount]

☐ The supplier acknowledges and accepts to notify the procuring entity in the event of any material change in connection with this self-certification form throughout the duration of the contract.

Instructions for completing the self-certification form

¹ The Cross-Debarment Agreement was entered into by the World Bank Group, the Inter-American Development Bank, the African Development Bank, the Asian Development Bank and the European Bank for Reconstruction and Development, additional information may be located at: <http://crossdebarment.org/>.

The World Bank listing of ineligible firms and individuals is a searchable database that returns a positive or negative search results page upon submission of a name to be searched, in order to document the eligibility.

The supplier should print out, date, and attach the results page(s) to the self-certification form, which should read, “no matching records found”.

If (a) record(s) has/have been found – i.e. the results page(s) shows one or more individuals or entities, including the supplier itself are ineligible for contracts of the World Bank on the grounds of “cross-debarment”, the supplier should provide a detailed account of these sanctions and their duration as applicable or notify the procuring entity and in case the supplier believes the finding is a “false positive”.

The procuring entity will determine whether to proceed with the contract or allow the supplier to make a substitution. This determination will be made on a case by case basis and will require approval by IFAD regardless of the estimated value of the proposed contract.

All of these documents must be retained by the supplier as part of the overall record of the contract with the procuring entity for the duration of the contract and for a minimum period of three years following the completion of the contract.

Form 17. 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: <i>[insert Bidder's legal name]</i>
2. JV/C/A Party's legal name: <i>[insert JV/C/A Party's legal name]</i>
3. JV/C/A Party's Country of Registration: <i>[insert JV/C/A Party's country of registration]</i>
4. JV/C/A Party's Year of Registration: <i>[insert JV/C/A Party's year of registration]</i>
5. JV/C/A Party's Legal Address in Country of Registration: <i>[insert JV/C/A Party's legal address in country of registration]</i>
6. JV/C/A Party's Authorized Representative Information Name: <i>[insert name of JV/C/A Party's authorized representative]</i> Address: <i>[insert address of JV/C/A Party's authorized representative]</i> Telephone/Fax numbers: <i>[insert telephone/fax numbers of JV/C/A Party's authorized representative]</i> E-mail Address: <i>[insert e-mail address of JV/C/A Party's authorized representative]</i>
7. Attached are copies of the following original documents: <i>[check the box(es) of the attached original documents]</i> <input type="checkbox"/> Articles of Incorporation or Registration of firm named in 2 above, in accordance with ITB Sub-Clause 5.1. <input type="checkbox"/> 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 5.6.

SECTION VI – TECHNICAL SPECIFICATIONS

- i. The works shall be executed in accordance with the specifications provided by KIL or as per the instructions of KIL's authorized representative
- ii. The Contractor shall, at their own expense, visit and inspect the site or plant and its surroundings where the works are to be executed. They must gather all necessary information required for bidding and entering into a contract for the execution of the works. KIL shall facilitate the site visit upon receiving advance notice from the Bidder

Package A. Gouda Processing Plant

Item No.	Item Name	Item Description	Unit	Sample Picture
1	Milk HTST Pasteurizer	Heat milk to a specific temperature, maintain it for 16-20 seconds, and then instantly cool it to 35 degree celsius. Features include outlets for a cream separator, Milk clarifier/Bactofuge, a pneumatic bypass valve, an automatic flow diversion valve, a balance tank, and a control board with temperature controls, motor operations, automatic valve systems, and a temperature recorder	No	
Parameter		Technical Specifications		
Model/Make		MGT equivalent or Higher		
Capacity		1000-1500 Liters/Hour		

Heating	Re-circulated hot water, using 6 electric heating elements 10KW each
Milk Pump	1.5 HP, 400V, 3 Phase, 50 Hz
Water pump	60 W, 230V, 1 Phase, 50 Hz
Electric Heaters	10 kW, 6 units (240V)
Air Pressure	6 bar
Power Source	Electricity
Compliances and standards:	
Plastic and rubber materials that come in contact with products must comply with	<ul style="list-style-type: none"> • Regulation (EC) No.1935/2004 on materials and articles intended to come into contact with food and repealing Directives • Regulation (EC) No. 2023/2006 on good manufacturing practice for materials and articles intended to come into contact with food • Regulation (EU) No.10/2011 on plastic materials and articles intended to come into contact with food And/Or • US FDA 21 CFR 177.1500 or US FDA 21 CFR 177.1550 • US FDA 21 CFR 177.2600 (chapter A to F)
Metal and alloys must be compliant to:	<ul style="list-style-type: none"> • EN 10204 3.1 (Duplex / Super duplex) • EN 10204 2.1 (AISI 304 / AISI 316L)
Compatibility	Turnkey with inline integration and automation including integration with the milk clarifier, Bactofuge, pasteurizer and cream separator
Tools and Spares	The supplier must include all necessary accessories, spare parts kits, tools, and utilities required for the unit, all covered under the turnkey cost
Commissioning	The unit must be installed and commissioned at the KIL factory in Chenangri, Trashigang.

Training	Comprehensive on-site training for operators, covering operation, troubleshooting, and routine maintenance, must be provided by trained professional personnel
Typical Service Life	10 years with routine maintenance
Operation and Service Manual	Written in English
Annual Maintenance Contract (AMC)	A one-year AMC must be provided at no additional cost to the buyer. The contract should include all necessary services such as preventive maintenance, troubleshooting, and repairs for the equipment, ensuring optimal performance throughout the year
Manufacturers' Authorization Certificate	The supplier must provide a Manufacturer's Authorization Certificate from the OEM. Bids without Manufacturer's Authorization Certificate shall be considered non-responsive
A site visit to KIL is a prerequisite for participation in the tender.	

The main components of the Pasteurizing System are:

1. **Balance Tank**

The Balance Tank 45L controls the flow to the milk pump, maintaining it at a constant level. It is also used for cleaning the pasteurizer by circulation.

2. **Milk Pump**

The Milk Pump 1.5HP sucks the milk from the balance tank and pumps it to the Plate heat exchanger: Regeneration, Heater & Cooler. The bypass valve allows controlling the milk outlet temperature (as desired for the milk production).

3. **Plate Heat Exchanger**

The plate heat exchanger heats the milk to desired temperature (74-90° C) for pasteurization and cools it after pasteurization as required. This is accomplished by heat exchange between the two fluids that pass on either side of a stainless steel plate. Most of the heat exchange is between the cold milk inlets, the hot milk outlet and finally between milk and hot/cold water. By using the chilled water, milk will be cooled down to 4°C.

4. Automatic Flow-Diversion Valve

The automatic diversion valve is controlled by the milk pasteurization controller, and it will automatically cause diversion of the milk flow, when the milk leaving the holding tube is at sub-legal temperature (under 72°C).

5. Holding Tube

The holding tube is a long stainless steel pipes 1.5" diameter and 5.80m long which holds the milk at the pasteurization temperature for 20 seconds.

6. Hot Water System

The hot water system is used for the final pasteurization step (after the regeneration step). It includes a Hot Water tank with 6 electrical heating elements of 10kW each and a hot water pump. The hot water temperature is regulated by a temperature controller and flows to the heating section in the PHE, to perform the final heating of the milk.

7. Operating and Control board

This panel includes all the electrical components that operate the pumps, heating system, temperature recorder and temperature controls. Illuminated switches indicate proper function and operating status of the different elements.

Item No.	Item Name	Item Description	Unit	Remark
2	Cream Separator	Operates by utilizing centrifugal force to separate lighter fat globules from denser skim milk, ensuring consistent cream extraction. Constructed from food-grade stainless steel, ensuring hygiene and durability, equipped with automatic cream density adjustment, allowing precise fat standardization for dairy processing. Ensures continuous operation (Two shifts per day) and efficient separation while meeting dairy industry standards.	No	
Parameter		Technical Specifications		
Make		Setail Equivalent or Higher		

Cow milk skimming Capacity	1000-1500 milk Liters/Hour
Solid Chamber Capacity	1-2L
Bowl Speed	7000-10000 RPM
Max residual fat in skim at skimming capacity and optimum conditions	(0%÷0,06%)
Optimal whey skimming range temperature	30-40 degree centigrade
Fuel Source	Electrically Powered (3PH)
Motor power	7-10HP
Voltage	400 V
Frequency	50-60HZ
Electric motor protection level	IP55
Operation (PLC + OP touchscreen)	PLC + OP touchscreen
Compliances and standards:	

Plastic and rubber materials that come in contact with products must comply with	<ul style="list-style-type: none"> • Regulation (EC) No.1935/2004 on materials and articles intended to come into contact with food and repealing Directives • Regulation (EC) No. 2023/2006 on good manufacturing practice for materials and articles intended to come into contact with food • Regulation (EU) No.10/2011 on plastic materials and articles intended to come into contact with food And/Or • US FDA 21 CFR 177.1500 or US FDA 21 CFR 177.1550 • US FDA 21 CFR 177.2600 (chapter A to F)
Metal and alloys must be compliant to:	<ul style="list-style-type: none"> • EN 10204 3.1 (Duplex / Super duplex) • EN 10204 2.1 (AISI 304 / AISI 316L)
Compatibility	<ul style="list-style-type: none"> • Integration with HTST systems, ensuring efficient and continuous cream separation. Its automated control features enhance efficiency, ease of use, and process consistency, making it ideal for modern dairy processing. And well equipped with self-cleaning and self-lubrication features • Turnkey with inline integration and automation including integration with the milk clarifier, bactofuge, pasteurizer and cream separator.
Tools and Spares	Complete set of tools for separator assembling and dismantling; bowl and mechanical parts tools must be provided
Commissioning	The unit must be installed and commissioned at the KIL factory in Chenangri, Trashigang.
Training	Comprehensive on-site training for operators, covering operation, troubleshooting, and routine maintenance, must be provided by trained professional personnel
Typical Service Life	10 years with routine maintenance
Operation and Service Manual	Written in English
Annual Maintenance Contract (AMC)	A one-year AMC must be provided at no additional cost to the buyer. The contract should include all necessary services such as preventive maintenance, troubleshooting, and repairs for the equipment, ensuring optimal performance throughout the year

Manufacturer's Authorization Certificate	The supplier must provide a Manufacturer's Authorization Certificate from the OEM. Bids without Manufacturer's Authorization Certificate shall be considered non-responsive
A site visit to KIL is a prerequisite for participation in the tender.	

Item No.	Item Name	Item Description	Unit	Remark
3	Milk Clarifier	A mechanical device used in dairy processing to remove impurities such as dirt, dust, and unwanted particles from raw milk. It operates by using centrifugal force to separate solid impurities from the liquid milk. The milk is passed through a series of screens or centrifugal force mechanisms, which trap and remove any foreign particles, ensuring that only clean, high-quality milk is processed further.	No	
Parameter		Technical Specifications		
Make		Siemens/Tetra Pak Equivalent or Higher		
Cow milk clarification capacity		1000-1500 LPH		
Hydraulic Capacity		3000-5000 LPH		
Solid Chamber Capacity		1-2L		
Bowl Speed		7000-10000 RPM		
Clarification range temperature		4-55 degree centigrade		

Power Source	Electrically Powered (3PH)
Motor power	7-10HP
Voltage	400 V
Frequency	50-60HZ
Electric motor protection level	IP55
Operation (PLC + OP touchscreen)	PLC + OP touchscreen
Compliances and standards:	
Plastic and rubber materials that come in contact with products must comply with	<ul style="list-style-type: none"> • Regulation (EC) No.1935/2004 on materials and articles intended to come into contact with food and repealing Directives • Regulation (EC) No. 2023/2006 on good manufacturing practice for materials and articles intended to come into contact with food • Regulation (EU) No.10/2011 on plastic materials and articles intended to come into contact with food And/Or • US FDA 21 CFR 177.1500 or US FDA 21 CFR 177.1550 • US FDA 21 CFR 177.2600 (chapter A to F)
Metal and alloys must be compliant to:	<ul style="list-style-type: none"> • EN 10204 3.1 (Duplex / Super duplex) • EN 10204 2.1 (AISI 304 / AISI 316L)
Compatibility	Integration with HTST systems, ensuring efficient and continuous removal of unwanted particles. Its automated control features enhance efficiency, ease of use. and well equipped with self-cleaning and self-lubrication features
Tools and Spares	The supplier must include all necessary accessories, spare parts kits, tools, and utilities required for the unit, all covered under the turnkey cost
Commissioning	The unit must be installed and commissioned at the KIL factory in Chenangri, Trashigang.

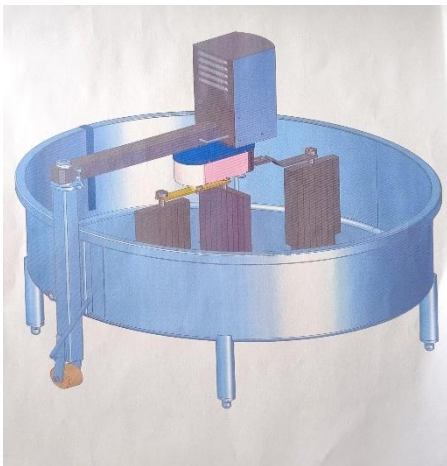
Training	Comprehensive on-site training for operators, covering operation, troubleshooting, and routine maintenance, must be provided by trained professional personnel
Typical Service Life	10 years with routine maintenance
Operation and Service Manual	Written in English
Annual Maintenance Contract (AMC)	A one-year AMC must be provided at no additional cost to the buyer. The contract should include all necessary services such as preventive maintenance, troubleshooting, and repairs for the equipment, ensuring optimal performance throughout the year
Manufacturers' Authorization Certificate	The supplier must provide a Manufacturer's Authorization Certificate from the OEM. Bids without Manufacturer's Authorization Certificate shall be considered non-responsive
A site visit to KIL is a prerequisite for participation in the tender.	

Item No.	Item Name	Item Description	Unit	Remark
4	Bactofuge	A specialized centrifugal machine used in dairy processing to remove bacteria and other microorganisms from raw milk, helping to improve its quality and extend shelf life. It operates using centrifugal force to separate and concentrate bacteria and other contaminants from the milk.	No	
Parameter		Technical Specifications		
Make		Siemens/Tetra Pak Equivalent or Higher		
Milk bacteria clarification capacity		1000-1500 LPH		

Hydraulic Capacity	3000-5000 LPH
Solid Chamber Capacity	1-2L
Bowl Speed	10000-12000 RPM
Bacteria clarification temperature range	50-55 degree centigrade
Total bacteria count	75-95%
Aerobic spores	85-95%
Anaerobic spores	97-99%
Fuel Source	Electrically Powered (3PH)
Motor power	7-10HP
Voltage	400 V
Frequency	50-60HZ
Electric motor protection level	IP55
Operation (PLC + OP touchscreen)	PLC + OP touchscreen
Compliances and standards:	

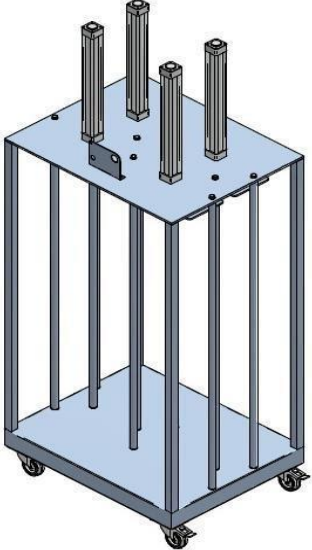
Plastic and rubber materials that come in contact with products must comply with	<ul style="list-style-type: none"> • Regulation (EC) No.1935/2004 on materials and articles intended to come into contact with food and repealing Directives • Regulation (EC) No. 2023/2006 on good manufacturing practice for materials and articles intended to come into contact with food • Regulation (EU) No.10/2011 on plastic materials and articles intended to come into contact with food And/Or • US FDA 21 CFR 177.1500 or US FDA 21 CFR 177.1550 • US FDA 21 CFR 177.2600 (chapter A to F)
Metal and alloys must be compliant to:	<ul style="list-style-type: none"> • EN 10204 3.1 (Duplex / Super duplex) • EN 10204 2.1 (AISI 304 / AISI 316L)
Compatibility	<ul style="list-style-type: none"> • Compatible with HTST pasteurization and other dairy processing systems. Automated control features enhance efficiency, ease of use. Equipped with self-cleaning technology for uninterrupted processing. • Turnkey with inline integration and automation including integration with the milk clarifier, bactofuge, pasteurizer and cream separator.
Tools and Spares	The supplier must include all necessary accessories, spare parts kits, tools, and utilities required for the unit, all covered under the turnkey cost
Commissioning	The unit must be installed and commissioned at the KIL factory in Chenangri, Tashigang.
Training	Comprehensive on-site training for operators, covering operation, troubleshooting, and routine maintenance, must be provided by trained professional personnel
Typical Service Life	10 years with routine maintenance
Operation and Service Manual	Written in English
Annual Maintenance Contract (AMC)	A one-year AMC must be provided at no additional cost to the buyer. The contract should include all necessary services such as preventive maintenance, troubleshooting, and repairs for the equipment, ensuring optimal performance throughout the year

Manufacturers' Authorization Certificate	The supplier must provide a Manufacturer's Authorization Certificate from the OEM. Bids without Manufacturer's Authorization Certificate shall be considered non-responsive
A site visit to KIL is a prerequisite for participation in the tender.	

Item No.	Item Name	Item Description	Unit	Sample Picture
5	Cheese Vat	Specialized stainless-steel vessel made from food-grade stainless steel for the controlled processing of milk into cheese. It provides precise temperature regulation, equipped with a curd cutter -Mixer System rotates in whole curd's volume and cuts the curd to small pieces, stirring it continually to avoid the curd becoming submerged. And supports water heating for precise temperature control.	No	
Parameter		Technical Specifications		
Make		MGT Equivalent or Higher		
Capacity		1000 L		
Dimension		180CM diameter, 90 CM height (170CM with motor)		
Temperature Sensor		PT100 attached to Cheese vat.		
Product outlet		Butterfly Valve 2" RJT		
Cutting Blade		3 (Food-grade stainless steel)		


Agitator motor power	Power: 5.5 kW / 7.5 HP Speed: 2900 RPM Voltage: 380V, 3-phase, 50Hz Impeller: Stainless steel Weight: 34kg Protection Class: IP55 Oil: 2.4L CLP VG220
VFD Type	200-240V 0.75KW Control Techniques: Minimum speed (Hz) Maximum speed (Hz) Acceleration rate (s/100Hz) Deceleration rate (s/100Hz) Drive configuration Motor rated A Motor rated rpm Motor rated V Motor rated cos φ
Electronic digital controller	Input: Pt100 sensor, range -100 to +850°C Outputs: OUT1: 12(4)A OUT2: 7(2)A Power: 115-230V $\pm 10\%$, 50/60Hz, 3W Control Modes: ON/OFF and PID with auto tuning
Fuel Source	Electrically Powered (3PH)
Voltage	230-240V
Pneumatic switch	one number
Pressure Bar	6 bar
Frequency	50-60HZ
Compliances and standards:	

Plastic and rubber materials that come in contact with products must comply with	<ul style="list-style-type: none"> • Regulation (EC) No.1935/2004 on materials and articles intended to come into contact with food and repealing Directives • Regulation (EC) No. 2023/2006 on good manufacturing practice for materials and articles intended to come into contact with food • Regulation (EU) No.10/2011 on plastic materials and articles intended to come into contact with food And/Or • US FDA 21 CFR 177.1500 or US FDA 21 CFR 177.1550 • US FDA 21 CFR 177.2600 (chapter A to F)
Metal and alloys must be compliant to:	<ul style="list-style-type: none"> • EN 10204 3.1 (Duplex / Super duplex) • EN 10204 2.1 (AISI 304 / AISI 316L)
Compatibility	Automated Controls consistent processing with minimal manual intervention. Suitable for producing Gouda cheese and other cheese varieties.
Tools and Spares	The supplier must include all necessary accessories, spare parts kits, tools, and utilities required for the unit, all covered under the turnkey cost
Commissioning	The unit must be installed and commissioned at the KIL factory in Chenangri, Trashigang.
Training	Comprehensive on-site training for operators, covering operation, troubleshooting, and routine maintenance, must be provided by trained professional personnel
Typical Service Life	10 years with routine maintenance
Operation and Service Manual	Written in English
Annual Maintenance Contract (AMC)	A one-year AMC must be provided at no additional cost to the buyer. The contract should include all necessary services such as preventive maintenance, troubleshooting, and repairs for the equipment, ensuring optimal performance throughout the year
Manufacturers' Authorization Certificate	The supplier must provide a Manufacturer's Authorization Certificate from the OEM. Bids without Manufacturer's Authorization Certificate shall be considered non-responsive
A site visit to KIL is a prerequisite for participation in the tender.	

Item No.	Item Name	Item Description	Unit	Remark
6	Pneumatic cheese pressing Machine	Pneumatic cheese pressing machine is designed to apply controlled pressure to cheese curds to remove excess whey, shaping the cheese and achieving the desired texture. The machine operates using compressed air to power the pressing mechanism, which consists of a press plate and a hydraulic or pneumatic system that regulates the pressure applied	No	
Parameter		Technical Specifications		
Make		MGT Equivalent or Higher		
Capacity		16 mold 3 kg per mold		
Pressure		6 bar		
Pneumatic Piston		4 numbers 250 gr/2cm		
Wheel		4 numbers		
Air pressure regulator		1 number		
Air pressure meter		1 number (Max 10 bar)		
Pneumatic Switch		1 number		

Compliances and standards:	
Plastic and rubber materials that come in contact with products must comply with	<ul style="list-style-type: none"> • Regulation (EC) No.1935/2004 on materials and articles intended to come into contact with food and repealing Directives • Regulation (EC) No. 2023/2006 on good manufacturing practice for materials and articles intended to come into contact with food • Regulation (EU) No.10/2011 on plastic materials and articles intended to come into contact with food And/Or • US FDA 21 CFR 177.1500 or US FDA 21 CFR 177.1550 • US FDA 21 CFR 177.2600 (chapter A to F)
Metal and alloys must be compliant to:	<ul style="list-style-type: none"> • EN 10204 3.1 (Duplex / Super duplex) • EN 10204 2.1 (AISI 304 / AISI 316L)
Compatibility	Automated Controls consistent processing with minimal manual intervention.
Tools and Spares	The supplier must include all necessary accessories, spare parts kits, tools, and utilities required for the unit, all covered under the turnkey cost
Commissioning	The unit must be installed and commissioned at the KIL factory in Chenangri, Trashigang.
Training	Comprehensive on-site training for operators, covering operation, troubleshooting, and routine maintenance, must be provided by trained professional personnel
Typical Service Life	10 years with routine maintenance
Operation and Service Manual	Written in English
Annual Maintenance Contract (AMC)	A one-year AMC must be provided at no additional cost to the buyer. The contract should include all necessary services such as preventive maintenance, troubleshooting, and repairs for the equipment, ensuring optimal performance throughout the year

Manufacturers' Authorization Certificate	The supplier must provide a Manufacturer's Authorization Certificate from the OEM. Bids without Manufacturer's Authorization Certificate shall be considered non-responsive
A site visit to KIL is a prerequisite for participation in the tender.	

Item No.	Item Name	Item Description	Unit	Remark
7	Cheese Mold	The round perforated cheese mold is designed for optimal durability and functionality, ensuring the production of high-quality cheese. With a diameter of Ø21cm , it provides ample space for the curd while maintaining the necessary drainage for proper whey removal.	No	
Parameter		Technical Specifications		
Material				
Mold Type		Round perforated cheese mold with a diameter of Ø21cm, Matching lid included to securely cover the mold and press the cheese accordingly.		
Capacity		Suitable for producing cheese with a weight of 3kg		
Outside Mold diameter		240 mm		
Inside Mold diameter		210 mm		
Outside Height mold		171 mm		
Inside Height mold		155 mm		

Height lid	110 mm
Ring lid	214 mm
Compliances and standards:	
Plastic and rubber materials that come in contact with products must comply with	<ul style="list-style-type: none"> • Regulation (EC) No.1935/2004 on materials and articles intended to come into contact with food and repealing Directives • Regulation (EC) No. 2023/2006 on good manufacturing practice for materials and articles intended to come into contact with food • Regulation (EU) No.10/2011 on plastic materials and articles intended to come into contact with food And/Or • US FDA 21 CFR 177.1500 or US FDA 21 CFR 177.1550 • US FDA 21 CFR 177.2600 (chapter A to F)
Metal and alloys must be compliant to:	<ul style="list-style-type: none"> • EN 10204 3.1 (Duplex / Super duplex) • EN 10204 2.1 (AISI 304 / AISI 316L)
Certification and Compliance	The mold must be certified with a Certificate of Analysis (COA), ensuring it meets the required quality and safety standards
Compatibility	Suitable for producing Gouda cheese with a weight of 3kg
Training	Comprehensive on-site training for operators, covering operation, troubleshooting, and routine maintenance, must be provided by trained professional personnel
Typical Service Life	10 years
Operation and Service Manual	Written in English
Manufacturers' Authorization Certificate	The supplier must provide a Manufacturer's Authorization Certificate from the OEM. Bids without Manufacturer's Authorization Certificate shall be considered non-responsive

Item No.	Item Name	Item Description	Unit	Remark
8	Butter Mold	The equipment used for shaping butter into uniform size (2KG). It ensures consistency in weight, shape, and texture, enhancing packaging and presentation.	No	
Parameter		Technical Specifications		
Capacity		2 KG		
Material Grade		SS 304		
Material		Stainless Steel		
Thickness		3mm		
Type:Micro Perforated Mold		Micro Perforated Mold		
Dimensions		225x100x100 mm		
Compliances and standards:				
Metal and alloys must be compliant to:		<ul style="list-style-type: none">EN 10204 3.1 (Duplex / Super duplex)EN 10204 2.1 (AISI 304 / AISI 316L)		
Compatibility		The mold must be certified with a Certificate of Analysis (COA), ensuring it meets the required quality and safety standards		

Typical Service Life	10 years
Manufactures' Authorization Certificate	The supplier must provide a Manufacturer's Authorization Certificate from the OEM. Bids without Manufacturer's Authorization Certificate shall be considered non-responsive


Item No.	Item Name	Item Description	Unit	Remark
9	Automatic Butter Churner with Kneading	An Automatic Butter Churner with Kneading is an advanced dairy processing machine designed to efficiently churn cream into butter while incorporating a kneading function for uniform texture and consistency. It automates the butter-making process, reducing manual effort and ensuring high-quality output. With precise temperature and speed control, it enhances butter formation, removes excess moisture, and improves product texture. Ideal for commercial dairy production, it increases efficiency and maintains hygiene standards.	No	
Parameter		Technical Specifications		
Capacity		50L		
Material Grade		SS 304 Double-walled tank for circulating hot or cold water.		
Material		Stainless Steel 304		
Power Source		Electrically powered		
Voltage		230 V		
wheeled 2		3 wheeled		
swivelling wheels and a brake for tilting		2 numbers		

Drain/Ball valve	50mm diameter
Commissioning	The unit must be installed, commissioned and tested at the KIL factory in Chenangri, Trashigang.
Compliances and standards:	
Plastic and rubber materials that come in contact with products must comply with	<ul style="list-style-type: none"> • Regulation (EC) No.1935/2004 on materials and articles intended to come into contact with food and repealing Directives • Regulation (EC) No. 2023/2006 on good manufacturing practice for materials and articles intended to come into contact with food • Regulation (EU) No.10/2011 on plastic materials and articles intended to come into contact with food And/Or • US FDA 21 CFR 177.1500 or US FDA 21 CFR 177.1550 • US FDA 21 CFR 177.2600 (chapter A to F)
Metal and alloys must be compliant to:	<ul style="list-style-type: none"> • EN 10204 3.1 (Duplex / Super duplex) • EN 10204 2.1 (AISI 304 / AISI 316L)
Compatibility	Machine must be equipped with a command board with start/stop buttons, churning/kneader selector, internal anti-stick surface treatment, and a removable multi-paddle agitator for easy butter removal.
Tools and Spares	The supplier must include all necessary accessories, spare parts kits, tools, and utilities required for the unit, all covered under the turnkey cost
Training	Comprehensive on-site training for operators, covering operation, troubleshooting, and routine maintenance, must be provided by trained professional personnel
Typical Service Life	10 years with routine maintenance
Operation and Service Manual	Written in English
AMC	A one-year AMC must be provided free of charge
Manufacturers' Authorization Certificate	The supplier must provide a Manufacturer's Authorization Certificate from the OEM. Bids without Manufacturer's Authorization Certificate shall be considered non-responsive



Item No.	Item Name	Item Description	Unit	Remark
10	Perforated Stainless Steel Shelving Rack	The Perforated Stainless Steel Shelving Rack is designed to optimize both storage and ventilation, making it an ideal solution for environments that require efficient airflow and drainage.	No	
Parameter		Technical Specifications		
Capacity		Around 168 wheel of cheese		
Material		Stainless Steel 304		
Number of layers		8, Perforated to promotes air circulation and enhances drainage		
Length		2100mm each		
Breadth		450 mm		
Height between layers		160 mm		
First layer height from floor		450 mm		
Compliances and standards:				
Compatibility		The rack must be certified with a Certificate of Analysis (COA), ensuring it meets the required quality and safety standards		
Typical Service Life		10 years		
Manufactures' Authorization Certificate		The supplier must provide a Manufacturer's Authorization Certificate from the OEM. Bids without Manufacturer's Authorization Certificate shall be considered non-responsive		

Item No.	Item Name	Item Description	Unit	Remark
11	Electric Water Heater	The 50L Electric Water Heater is designed for efficient and reliable use in industrial plant settings, providing a consistent supply of hot water for production processes, cleaning, and other operational needs.	No	
Parameter		Technical Specifications		
Make		Vikas Engineering Works equivalent or higher		
Capacity		50L		
Material		Stainless Steel		
Fuel Source		Electrically powered		
Voltage		230 V, 5 amps		
Installation Type		Indoor		
Compliances and standards:				
Tools and Spares		The supplier must include all necessary accessories, spare parts kits, tools, and utilities required for the unit, all covered under the turnkey cost		
Commissioning		The unit must be installed and commissioned at the KIL factory in Chenangri, Trashigang.		
Training		Comprehensive on-site training for operators, covering operation, troubleshooting, and routine maintenance, must be provided by trained professional personnel		
Typical Service Life		10 years with routine maintenance		
Operation and Service Manual		Written in English		
AMC		A one-year AMC must be provided free of charge		
Manufacturers' Authorization Certificate		The supplier must provide a Manufacturer's Authorization Certificate from the OEM. Bids without Manufacturer's Authorization Certificate shall be considered non-responsive		

Item No.	Item Name	Item Description	Unit	Remark
12	Gouda Cheese Cover Peeler	The Gouda Cheese Cover Peeler is a heavy-duty tool designed for efficiently removing cheese rinds, specifically ideal for Gouda and other semi-hard cheeses. Constructed with high-quality stainless steel , this peeler ensures durability and precision in every use.	No	
Parameter		Technical Specifications		
Material		Stainless Steel		
Blade		Stainless Steel		
Type		Heavy Duty		
Compliances and standards		<ul style="list-style-type: none"> EN 10204 3.1 (Duplex / Super duplex) EN 10204 2.1 (AISI 304 / AISI 316L) 		

Item No.	Item Name	Item Description	Unit	Remark
13	Gouda Cheese Washing Machine	The Gouda Cheese Washing Machine is designed for efficient and high-performance cleaning of Gouda cheeses in a production environment. It ensures thorough washing while maintaining the integrity and quality of each cheese.	No	
Parameter		Technical Specifications		
Make		Plevnik Equivalent or higher		

Type	PS 50
Capacity	150 to 250 cheese per hour
Material	Stainless Steel
Power supply	0.55KW
Dimension(MM)	width:530, Length: 900, working height 920, brush length 500, Total Height: 1100, water supply: 1/2' and Water outflow: 1'
Compliances and standards:	
Metal and alloys must be compliant to:	<ul style="list-style-type: none"> • EN 10204 3.1 (Duplex / Super duplex) • EN 10204 2.1 (AISI 304 / AISI 316L)
Compatibility	The rack must be certified with a Certificate of Analysis (COA), ensuring it meets the required quality and safety standards
Typical Service Life	10 years
Manufactures' Authorization Certificate	The supplier must provide a Manufacturer's Authorization Certificate from the OEM. Bids without Manufacturer's Authorization Certificate shall be considered non-responsive

Item No.	Item Name	Item Description	Unit	Remark
14	Cold room refrigeration system	<p>The Cold Room Refrigeration System is specifically designed to provide optimal low-temperature storage for Gouda cheese and other finished dairy products. With precise control over temperature, it ensures your products are stored in ideal conditions, preserving freshness and extending shelf life.</p>	No	 
Parameter		Technical Specifications		
Make		Blue Star Equivalent or Higher		
Type		Low temperature storage		
Outdoor unit Power supply		3 Phase 415V 50HZ		
Compressor Motor		Watt: 5300 Quantity: 1		
Condenser Fan Motor		Watt: 75 Quantity: 2		
Indoor unit power supply		AC 1PH, 230V, 50HZ 4.0 AMP		

Cooling Capacity	BTUH: 40,000
Fan Motor	Watt: 300 Quantity: 3
Air Flow	CFM: 550
Air Throw	Feet: 25
Compliances and standards:	
Compatibility	Must be compatible with a large cold storage unit for industrial use
Typical Service Life	10 years with routine maintenance
Operation and Service Manual	Written in English
Commissioning	The unit must be installed and commissioned at the KIL factory in Chenangri, Trashigang.
Training	Comprehensive on-site training for operators, covering operation, troubleshooting, and routine maintenance, must be provided by trained professional personnel
AMC	A one-year AMC must be provided free of charge
Manufactures' Authorization Certificate	The supplier must provide a Manufacturer's Authorization Certificate from the OEM. Bids without Manufacturer's Authorization Certificate shall be considered non-responsive

Item No.	Item Name	Item Description	Unit	Remark
15	Stainless Steel Vat Trolley	The Stainless Steel Vat Trolley is a high-quality, durable storage solution designed for easy transport and handling of liquids and materials in industrial environments. Perfect for use in dairy production, food processing, and other commercial applications.	No	


Parameter	Technical Specifications
Material	SS Grade 304
Load Capacity	500 Liters mounted with 4 wheels and lid and attached SS ball at end
Dimension	L1158mmXB732mmXH730mm
Compliances and standards:	
Compatibility	The rack must be food-grade certified, meeting the required quality and safety standard
Typical Service Life	10 years with routine maintenance
Manufacturers' Authorization Certificate	The supplier must provide a Manufacturer's Authorization Certificate from the OEM. Bids without Manufacturer's Authorization Certificate shall be considered non-responsive

Item No.	Item Name	Item Description	Unit	Remark
16	Stainless Steel Working Table	The Stainless Steel Working Table is specifically designed for use in dairy production environments , ideal for Gouda cheese placing and butter kneading . Made from SS Grade 304 stainless steel , this heavy-duty table offers a durable, hygienic, and easy-to-clean surface, perfect for handling dairy products.	No	
Parameter		Technical Specifications		
Material		S.S Grade 304		
Type		Heavy Duty		
Dimension		L=1300mm X B=600mmX H=900mm		
Compliances and standards:				
Compatibility		Must be food-grade certified, meeting the required quality and safety standard		

Quality	Must be heavy-duty table offers a durable, hygienic, and easy-to-clean surface, perfect for handling dairy products and rust free.
Manufacturers' Authorization Certificate	The supplier must provide a Manufacturer's Authorization Certificate from the OEM. Bids without Manufacturer's Authorization Certificate shall be considered non-responsive

Item No.	Item Name	Item Description	Unit	Remark
17	Diesel Generator	This Diesel Generator provides reliable, high-performance power solutions, ideal for industrial, commercial, and critical applications.	No	
Parameter		Technical Specifications		
Speed		1500 RPM		
Frequency		50 Hz		
Power Rating		82.5 kVA		
Phase		Three Phase		
Output Voltage		415 V		
Noise Levels		range of 85 dB to 105 dB, ensuring compliance with industrial noise standards		
Installation, Commissioning and Testing:		The unit must be installed, commissioned, and tested at the KIL factory in Chenangri, Tashigang		
Tools and Spares		The supplier must include all necessary accessories, spare parts kits, tools, and utilities required for the unit, all covered under the turnkey cost		
Training		Comprehensive on-site training for operators, covering operation, troubleshooting, and routine maintenance, must be provided by trained professional personnel		
Typical Service Life		10 years with routine maintenance		
Operation and Service Manual		Written in English		

Annual Maintenance Contract (AMC)	A one-year AMC must be provided at no additional cost to the buyer. The contract should include all necessary services such as preventive maintenance, troubleshooting, and repairs for the equipment, ensuring optimal performance throughout the year
Manufactures' Authorization Certificate	The supplier must provide a Manufacturer's Authorization Certificate from the OEM. Bids without Manufacturer's Authorization Certificate shall be considered non-responsive
A site visit to KIL is a prerequisite for participation in the tender.	


Item No.	Item Name	Item Description	Unit	Remark
18	Vacuum Packing Machine	The Single-Chamber Vacuum Packer is a highly efficient packaging solution designed to preserve the freshness, quality, and shelf life of dairy products such as cheeses, butter , and other perishable items. Its rectangular design allows for packing medium-sized dairy products or several smaller bags of dairy products at once, making it an ideal choice for dairy production facilities.	No	
Parameter		Technical Specifications		
Type		Single Chamber Vacuum Packer and Digital Control System		
Electrical Connection		400V 3ph 50Hz		
Transformer		700W		
Vacuum Pump		Busch pump 100 m3/h. Possibility of pump of 63 m3/h.		
Material		Stainless Steel		
Compliances and standards:				
Typical Service Life		10 years		

Manufacturers' Authorization Certificate	The supplier must provide a Manufacturer's Authorization Certificate from the OEM. Bids without Manufacturer's Authorization Certificate shall be considered non-responsive
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Item No.	Item Name	Item Description	Unit	Remark
19	Milk Cane	A milk cane is a large, food-grade container made of stainless steel, designed for storing and transporting milk. It typically has a lid, handles, and a spout for easy pouring, and is commonly used in small to medium-scale dairy operations.	No	
Parameter		Technical Specifications		
Capacity		40 L		
Material		Stainless Steel		
Typical Service Life		10 years		

Item No.	Item Name	Item Description	Unit	Remark
20	Whey Storage Tank	A whey storage tank is a stainless steel container used to store whey, a byproduct of cheese production. It is insulated to maintain temperature. These tanks are used in dairy facilities for holding whey before further processing.	No	
Parameter		Technical Specifications		
Capacity		500 L		
Material		Stainless Steel		
Outlet connection		38 mm		
Typical Service Life		10 years		
Manufacturers' Authorization Certificate		The supplier must provide a Manufacturer's Authorization Certificate from the OEM. Bids without Manufacturer's Authorization Certificate shall be considered non-responsive		



Package B. Processed Cheese Processing Plant

Item No.	Item Name	Item Description	Unit	Remark
1	Universal Cooker	<p>The universal machine is specifically designed for the manufacture of food products, offering a wide range of processing capabilities such as mixing, chopping, emulsifying, and kneading with the help of appropriate tools. During processing, the product is optimally churned by the tools, ensuring uniform consistency.</p> <p>The mixing baffle enhances the churning process by scraping the bowl and lid clean, directing the product toward the center of the bowl for thorough mixing. The tool speed is adjustable, allowing customization based on the product's consistency and processing requirements.</p> <p>Depending on the configuration variant, the machine can be fitted with a vacuum system, enabling it to handle processes that require vacuum conditions for enhanced product quality.</p>	No	
Machine Data		Technical Specifications		
Make		Stephan cooker Equivalent or Higher		

Bowl capacity	110-120 Kg
Batch quantity	30-80 Kg
Max. vacuum in bowl	0.9 Bar
Max. over pressure in the bowl	1.5-2 Bar
Max. operating temperature in the bowl	95 degree Celsius
Max. operating pressure in the double jacket	1.5-2.0 Bar
Max. operating temperature in the double jacket	133 degree Celsius
Min./max. compressed air	6-8 Bar
Steam	120-130 Kg/h
Energy requirement	Technical Specifications
Total electric consumption	24 KW /48 A
Power	415 V-50/60 Hz
Compliances and standards:	

Plastic and rubber materials that come in contact with products must comply with	<ul style="list-style-type: none"> • Regulation (EC) No.1935/2004 on materials and articles intended to come into contact with food and repealing Directives • Regulation (EC) No. 2023/2006 on good manufacturing practice for materials and articles intended to come into contact with food • Regulation (EU) No.10/2011 on plastic materials and articles intended to come into contact with food And/Or • US FDA 21 CFR 177.1500 or US FDA 21 CFR 177.1550 • US FDA 21 CFR 177.2600 (chapter A to F)
Metal and alloys must be compliant to:	<ul style="list-style-type: none"> • EN 10204 3.1 (Duplex / Super duplex) • EN 10204 2.1 (AISI 304 / AISI 316L)
<ul style="list-style-type: none"> • Parts which have contact with product made must be made of stainless steel 316 grade. • Lid locking/unlocking must be done pneumatically. • There must be a funnel on the lid for feeding by vacuum of a small volume of ingredients during the cooking process without the interruption of the cooking process and opening/closing of the lid. • There must be a mass flow meter for automatic feeding of melted fat or oil to the bowl according to the recipe from touch screen (HMI). • There must be a Flow speed control valve for melted fat or oil into the bowl. • There must be a Centrifugal CIP pump for cleaning of buffer tanks and piping. • There must be a Lobe pump for transferring ready products from the mixer to the buffer tank and from the buffer tank to the filling machine. • There must be Twin-screw pumps for transferring ready products from the mixer to the buffer tank and from the buffer tank to the filling machine. • The system must be provided with Feta-cut (Micro-cut mechanical homogenizer) for micron grinding / homogenizing of the product. • There must be Sight glass with lamp and wiper to physically monitor the products during the process. • The cooker must be supported by a buffer tank to allow preliminary accumulation of ready products, ensuring a continuous and consistent feed to the filling machine. • The Cooker must be CE certified equivalent 	
Compatibility	<ul style="list-style-type: none"> • The supply must include accessories such as an electric steam boiler compatible with the cheese cooker machine • The Cheese cooker must be integrated with the two automatic filling and packing machine of 1000g and 500gm packing sized machines
Tools and Spares	The supplier must include all necessary accessories, spare parts kits, tools, and utilities required for the unit, all covered under the turnkey cost
Commissioning	The unit must be installed and commissioned at the KIL factory in Chenangri, Trashigang.

Training	Comprehensive on-site training for operators, covering operation, troubleshooting, and routine maintenance, must be provided by trained professional personnel
Typical Service Life	10 years with routine maintenance
Operation and Service Manual	Written in English
Annual Maintenance Contract (AMC)	A one-year AMC must be provided at no additional cost to the buyer. The contract should include all necessary services such as preventive maintenance, troubleshooting, and repairs for the equipment, ensuring optimal performance throughout the year
Manufacturers' Authorization Certificate	The supplier must provide a Manufacturer's Authorization Certificate from the OEM. Bids without Manufacturer's Authorization Certificate shall be considered non-responsive
A site visit to KIL is a prerequisite for participation in the tender.	

Item No.	Item Name	Item Description	Unit	Remark
2	Electric Steam Boiler	Electric steam boilers or generators are highly suitable for small agri-food processing units due to their efficiency, safety, and ease of operation. These boilers are specifically designed to meet the needs of food production facilities, ensuring reliable steam generation for various processes such as pasteurization, sterilization, cooking, and cleaning	No	 
Parameter		Technical Specifications		
Rated evaporate capacity		180 Kg/h		
Boiler design working pressure		0.7 Mpa		
Rated steam temperature		171 °C		
Boiler designed efficiency		>99 %		
Safety Valve		32 DN		
Steam outlet size		32 DN		

Water intake size	15 DN
Blow-down size	25 DN
Voltage	380V~415V 50Hz 3Ph
Compliances and standards:	
Plastic and rubber materials that come in contact with products must comply with	<ul style="list-style-type: none"> • Regulation (EC) No.1935/2004 on materials and articles intended to come into contact with food and repealing Directives • Regulation (EC) No. 2023/2006 on good manufacturing practice for materials and articles intended to come into contact with food • Regulation (EU) No.10/2011 on plastic materials and articles intended to come into contact with food And/Or • US FDA 21 CFR 177.1500 or US FDA 21 CFR 177.1550 • US FDA 21 CFR 177.2600 (chapter A to F)
Metal and alloys must be compliant to:	<ul style="list-style-type: none"> • EN 10204 3.1 (Duplex / Super duplex) • EN 10204 2.1 (AISI 304 / AISI 316L)
Compatibility	The electric steam boiler must be compatible with and fully integrated into the cheese cooker machine
Tools and Spares	The supplier must include all necessary accessories, spare parts kits, tools, and utilities required for the unit, all covered under the turnkey cost
Commissioning	The unit must be installed and commissioned at the KIL factory in Chenangri, Trashigang.
Training	Comprehensive on-site training for operators, covering operation, troubleshooting, and routine maintenance, must be provided by trained professional personnel
Typical Service Life	10 years with routine maintenance

Operation and Service Manual	Written in English
Annual Maintenance Contract (AMC)	A one-year AMC must be provided at no additional cost to the buyer. The contract should include all necessary services such as preventive maintenance, troubleshooting, and repairs for the equipment, ensuring optimal performance throughout the year
Manufactures' Authorization Certificate	The supplier must provide a Manufacturer's Authorization Certificate from the OEM. Bids without Manufacturer's Authorization Certificate shall be considered non-responsive
A site visit to KIL is a prerequisite for participation in the tender.	

Item No.	Item Name	Item Description	Unit	Remark
3	Fully Automatic Lined Carton Packing Machine with Pneumatic driven piston filling system with 1000 gm	The Fully Automatic Lined Carton Packing Machine is designed for high-speed, efficient, and precise packaging of products into lined cartons. It is ideal for packaging products like dairy, ensuring secure and reliable packing of 1000g packs.	No	
Parameter		Technical Specifications		
No of Stations		18		
Machine Speed		1000 gm: Up to 15 Packs / Min		
Accuracy		'+/- 1.00% for all SKU		
Filler		Piston Filler with Silicone Heater on Filler Hopper		
MOC		<ul style="list-style-type: none"> SS 304 Cladded Main Machine Body All CI & Mild Steel parts PU Painted in Grey Colour / Blackened / Chrome Plated 		

	<ul style="list-style-type: none"> All product contact parts in SS 304
Pressure Conveyor	7 feet Long Pressure Conveyor
Vacuum Supply	Food Grade Dry Vacuum Pump
Machine Synchronization	Encoder based (Not Mechanical Cam)
Sealing Jaws	Precision Wire Cut Sealing Jaws in EN31 material for no leakers
Electric Power	7 - 9 kW / 3 Phase / 380 - 415 V / 50 - 60 HZ
Pneumatic Flow & Pressure	14 - 16 cfm @ 4 - 6 Bars
Indexing Unit	Canfield Make for Jerk Free Indexing
Main Motor	Crompton Greaves / Bharat Bijli / Siemens / ABB
Temperature Control	Omron Make Dedicated PID for each Heater (4 Nos)
Heating Element	High Density Heaters from Nexthermal (Germany) / Marathon (USA) Equivalent or Higher
HMI & PLC	Omron Make (Japanese) Equivalent or Higher
Pneumatics	Festo / Janatics / SMC Make Equivalent or Higher
Vacuum Cut-off Valve	Festo Make Equivalent or Higher
Gearbox	Befared / Premium / Altra Equivalent or Higher
Compliances and Standards:	

Plastic and rubber materials that come in contact with products must comply with	<ul style="list-style-type: none"> • Regulation (EC) No.1935/2004 on materials and articles intended to come into contact with food and repealing Directives • Regulation (EC) No. 2023/2006 on good manufacturing practice for materials and articles intended to come into contact with food • Regulation (EU) No.10/2011 on plastic materials and articles intended to come into contact with food And/Or • US FDA 21 CFR 177.1500 or US FDA 21 CFR 177.1550 • US FDA 21 CFR 177.2600 (chapter A to F)
Metal and alloys must be compliant to:	<ul style="list-style-type: none"> • EN 10204 3.1 (Duplex / Super duplex) • EN 10204 2.1 (AISI 304 / AISI 316L)
Compatibility	Turnkey supply, installation, testing, commissioning, and integration of the packing and filling machine with the universal cheese cooker shall be ensured.
Machine Operations	
Machine Function	<ol style="list-style-type: none"> 1. Carton Release: Carton Blanks are placed in Carton Magazine, The Carton carrying arm one by one feeds the Carton into the Carton Holder. Once the Carton is placed in the holder, the Holder facilitates forming of the Carton 2. Coding: Done Using Inkjet coder between 2 stations 3. Bottom Sealing: The Liner is stretched and sealed in the bottom sealing unit 4. Bottom Minor: The Bottom Minor flaps are folded in the flap folding unit 5. Flap Folding: Following the major flap that shall be folded using guides 6. Bottom Gluing: Once the minor flaps are folded, glue is applied on the inside of the major bottom flaps followed by major flap folding using guides installed on the machines

	<ol style="list-style-type: none"> 7. Filling Unit: A Piston filler installed at the designated filling station shall fill the required quantity of the product. 8. Top Sealing: Once the product is filled, liner protruding at the top will be stretched and sealed in the top sealing unit 9. Top Minor: The top minor flaps will then be folded in the flap folding unit 10. Flap Folding: Following the major flap that shall be folded using guides 11. Top Gluing: Once the minor flaps are folded, glue is applied on the inside of the major bottom flaps followed by major flap folding using guides installed on the machines 12. Carton Ejection: The Cartons are then ejected from the machine on to a 7 feet pressure conveyor which facilitates the flap sealing by applying pressure at the top and bottom of the formed and filled carton 13. Instrumentation: Machine is controlled through HMI & PLC using a machine mounted instrumental / electrical panel 14. Safety Features: The machine has built in safety features like clutch overload, no carton no fill and empty carton detection
Compliances and standards:	

Plastic and rubber materials that come in contact with products must comply with	<ul style="list-style-type: none"> • Regulation (EC) No.1935/2004 on materials and articles intended to come into contact with food and repealing Directives • Regulation (EC) No. 2023/2006 on good manufacturing practice for materials and articles intended to come into contact with food • Regulation (EU) No.10/2011 on plastic materials and articles intended to come into contact with food And/Or • US FDA 21 CFR 177.1500 or US FDA 21 CFR 177.1550 • US FDA 21 CFR 177.2600 (chapter A to F)
Metal and alloys must be compliant to:	<ul style="list-style-type: none"> • EN 10204 3.1 (Duplex / Super duplex) • EN 10204 2.1 (AISI 304 / AISI 316L)
Tools and Spares	The supplier must include all necessary accessories, spare parts kits, tools, and utilities required for the unit, all covered under the turnkey cost
Commissioning	The unit must be installed and commissioned at the KIL factory in Chenary, Tashigang.
Training	Comprehensive on-site training for operators, covering operation, troubleshooting, and routine maintenance, must be provided by trained professional personnel
Typical Service Life	10 years with routine maintenance
Operation and Service Manual	Written in English
Annual Maintenance Contract (AMC)	A one-year AMC must be provided at no additional cost to the buyer. The contract should include all necessary services such as preventive maintenance, troubleshooting, and repairs for the equipment, ensuring optimal performance throughout the year
Manufacturers' Authorization Certificate	The supplier must provide a Manufacturer's Authorization Certificate from the OEM. Bids without Manufacturer's Authorization Certificate shall be considered non-responsive
A site visit to KIL is a prerequisite for participation in the tender.	

Item No.	Item Name	Item Description	Unit	Remark
4	Fully Automatic Lined Carton Packing Machine (500gm pack)	The Fully Automatic Lined Carton Packing Machine is designed for high-speed, efficient, and precise packaging of products into lined cartons. It is ideal for packaging products like dairy, ensuring secure and reliable packing of 500g packs.	No	
Parameter		Technical Specifications		
No of Stations		18		
Machine Speed		500 gms: Up to 18 Packs / Min 250 gms: Up to 20 Packs / Min		
Accuracy		'+/- 1.00% for all SKU		
Filler		Piston Filler with Silicone Heater on Filler Hopper		
MOC		<ul style="list-style-type: none"> SS 304 Cladded Main Machine Body All CI & Mild Steel parts PU Painted in Grey Colour / Blackened / Chrome Plated All product contact parts in SS 304 		
Pressure Conveyor		7 feet Long Pressure Conveyor		
Vacuum Supply		Food Grade Dry Vacuum Pump		
Machine Synchronization		Encoder based (Not Mechanical Cam)		
Sealing Jaws		Precision Wire Cut Sealing Jaws in EN31 material for no leakers		
Electric Power		7 - 9 kW / 3 Phase / 380 - 415 V / 50 - 60 HZ		

Pneumatic Flow & Pressure	14 - 16 cfm @ 4 - 6 Bars
Indexing Unit	Camfield Make for Jerk Free Indexing
Main Motor	Crompton Greaves / Bharat Bijli / Siemens / ABB
Temperature Control	Omron Make Dedicated PID for each Heater (4 Nos)
Heating Element	High Density Heaters from Nexthermal (Germany) / Marathon (USA) Equivalent or Higher
HMI & PLC	Omron Make (Japanese) or Higher
Pneumatics	Festo / Janatics / SMC Make Equivalent or Higher
Vacuum Cut-off Valve	Festo Make Equivalent or Higher
Gearbox	Befared / Premium / Altra Equivalent or Higher
Compliances and Standards:	
Plastic and rubber materials that come in contact with products must comply with	<ul style="list-style-type: none"> • Regulation (EC) No.1935/2004 on materials and articles intended to come into contact with food and repealing Directives • Regulation (EC) No. 2023/2006 on good manufacturing practice for materials and articles intended to come into contact with food • Regulation (EU) No.10/2011 on plastic materials and articles intended to come into contact with food And/Or • US FDA 21 CFR 177.1500 or US FDA 21 CFR 177.1550 • US FDA 21 CFR 177.2600 (chapter A to F)
Metal and alloys must be compliant to:	<ul style="list-style-type: none"> • EN 10204 3.1 (Duplex / Super duplex) • EN 10204 2.1 (AISI 304 / AISI 316L)

Compatibility	Turnkey supply, installation, testing, commissioning, and integration of the packing and filling machine with the universal cheese cooker shall be ensured.
Machine Operations	
Machine Function	<p>Carton Release: Carton Blanks are placed in Carton Magazine, The Carton carrying arm one by one feeds the Carton into the Carton Holder. Once the Carton is placed in the holder, the Holder facilitates forming of the Carton</p> <p>Coding: Done Using Inkjet coder between 2 stations</p> <p>Bottom Sealing: The Liner is stretched and sealed in the bottom sealing unit</p> <p>Bottom Minor: The Bottom Minor flaps are folded in the flap folding unit</p> <p>Flap Folding: Following the major flap that shall be folded using guides</p> <p>Bottom Gluing: Once the minor flaps are folded, glue is applied on the inside of the major bottom flaps followed by major flap folding using guides installed on the machines</p> <p>Filling Unit: A Piston filler installed at the designated filling station shall fill the required quantity of the product.</p> <p>Top Sealing: Once the product is filled, liner protruding at the top will be stretched and sealed in the top sealing unit</p> <p>Top Minor: The top minor flaps will then be folded in the flap folding unit</p> <p>Flap Folding: Following the major flap that shall be folded using guides</p>

	<p>Top Gluing: Once the minor flaps are folded, glue is applied on the inside of the major bottom flaps followed by major flap folding using guides installed on the machines</p> <p>Carton Ejection: The Cartons are then ejected from the machine on to a 7 feet pressure conveyor which facilitates the flap sealing by applying pressure at the top and bottom of the formed and filled carton</p> <p>Instrumentation: Machine is controlled through HMI & PLC using a machine mounted instrumental / electrical panel</p> <p>Safety Features: The machine has built in safety features like clutch overload, no carton no fill and empty carton detection</p>
Compliances and standards:	
Plastic and rubber materials that come in contact with products must comply with	<ul style="list-style-type: none"> • Regulation (EC) No.1935/2004 on materials and articles intended to come into contact with food and repealing Directives • Regulation (EC) No. 2023/2006 on good manufacturing practice for materials and articles intended to come into contact with food • Regulation (EU) No.10/2011 on plastic materials and articles intended to come into contact with food And/Or • US FDA 21 CFR 177.1500 or US FDA 21 CFR 177.1550 • US FDA 21 CFR 177.2600 (chapter A to F)
Metal and alloys must be compliant to:	<ul style="list-style-type: none"> • EN 10204 3.1 (Duplex / Super duplex) • EN 10204 2.1 (AISI 304 / AISI 316L)
Tools and Spares	The supplier must include all necessary accessories, spare parts kits, tools, and utilities required for the unit, all covered under the turnkey cost
Commissioning	The unit must be installed and commissioned at the KIL factory in Chenangri, Trashigang.

Training	Comprehensive on-site training for operators, covering operation, troubleshooting, and routine maintenance, must be provided by trained professional personnel
Typical Service Life	10 years with routine maintenance
Operation and Service Manual	Written in English
Annual Maintenance Contract (AMC)	A one-year AMC must be provided at no additional cost to the buyer. The contract should include all necessary services such as preventive maintenance, troubleshooting, and repairs for the equipment, ensuring optimal performance throughout the year
Manufacturers' Authorization Certificate	The supplier must provide a Manufacturer's Authorization Certificate from the OEM. Bids without Manufacturer's Authorization Certificate shall be considered non-responsive
A site visit to KIL is a prerequisite for participation in the tender.	

Package C. Yogurt Processing Plant

Item No.	Item Name	Item Description	Unit	Remark
1(a)	Multipurpose Milk Pasteurizer	Heat milk to a specific temperature, maintain it for 16-20 seconds then instantly cool it to 35 degree Celsius. Features include out let for Homogenizer, bypass valve, automatic flow diversion valve, a balance tank and control board with temperature controls, motor operations, automatic valve systems, and a temperature recorder.	No.	
Parameter		Technical Specifications		

Feed Temperature	4 degrees centigrade.			
Take off temperature to Homogenizer	72/75 degrees centigrade.			
Holding Time	20 sec (in milk tubes) for milk and 360 Sec for yogurt.			
Pasteurizer temperature	80/90 degrees centigrade.			
Outlet temperature	45 degrees centigrade.			
Material of Gasket	NBR Food Grade			
Other Components				
1. Balance Tank, 2. SS Pump & filter, 3. PHE – 500 LPH 4. Control Panel with DATA LOGGER, 5. Auto Flow Diversion Valve 6. SS Skid, 7. Product S.S. Interconnecting Pipe & Fitting				
Item No.	Item Name	Item Description	Unit	Remark
1(b)	High Pressure Homogenizer	A high pressure homogenizer is used to ensure a smooth, creamy texture in yoghurt by breaking down fat globules and uniformly mixing milk solids. It enhances fermentation , improves product stability , and prevents whey separation . The unit is made of food-	No.	

		grade stainless steel , supports CIP cleaning , and features two-stage homogenization for consistent quality in plain and flavoured yoghurts		
Parameter		Technical Specifications		
Flow Rate		500 LPH		
Product		Milk		
Pressure		200 Bar		
Stage		Two stage, Manually operated		
Homogenising Valve & Valve Seat		Imported Stellite-20 grade material		
Suction Discharge Valve & Valve Seat		Imported Stellite- material (Removable type)		
Lubrication		Splash		
Plungers		Three, specially Alloy Steel		
Valve Housing Block		SS 304		
Mounting		M.S. Frame with SS Enclosures		
Body		Cast Iron		

Drive Arrangement		Pulley drive		
Inlet / Outlet Connection		25 mm		
Installed Power		5 HP, TEFC Electric motor of Crompton/reputed make		
Rating Power		TEFC Electric Motor, 415 V, 3 Ph, 50 Hz		
<u>Accessories :</u>				
Pressure Gauge		Digital Type, 0–600 Bar, 1 no.		
Spares		For Commissioning, Qty.-1 set		
O & M Manual		1 set		
Tool Kit		1 set		
Damper		Suction & Discharge		
Item No.	Item Name	Item Description	Unit	Remark
1(c)	Inoculation Tank	Jacketed and insulated with 500 liters storage capacity	No.	
Inner Shell		The inner shell with cylindrical body, conical bottom will be fabricated from SS sheet of AISI 316 quality.		

Intermediate shell	The intermediate shell with cylindrical body conical bottom will be fabricated from SS304.			
Outer Shell	The outer shell with cylindrical body conical bottom will be fabricated from AISI 304 quality.			
Insulation	Glass Wool/Equivalent Material			
Legs	Legs with SS ball feet provided at the bottom of the tank, the SS ball feet will have provision for the height adjustment.			
Accessories: <ul style="list-style-type: none">• Hot Water Inlet/Outlet connection- will be provided• Nozzles for Temp & Pressure Transmitter will be provided.• Sample Valve• Air Vent• CIP Spray Balls• Agitator with Motor VFD for Agitator Motor Level & Temperature Transmitter				
Item No.	Item Name	Item Description	Unit	Remark
1(d)	Transfer Pump	2 HP Sanitary Design Centrifugal Pump	No.	
Specifications				
Type	Monobloc Design for efficient operation			

Impeller Material		SS316 for durability and hygiene		
Cover Material		SS304 for corrosion resistance		
Electric Motor		Reputed make with SS shroud for protection		
Item No.	Item Name	Item Description	Unit	Remark
1(e)	Fermentation Tank	1000 Ltr Jacketed Tank with Agitator and VFD for Efficient Mixing and Heat Transfer	No.	
Inner Shell		The inner shell with cylindrical body, conical bottom will be fabricated from SS sheet of AISI 316 quality.		
Intermediate shell		The intermediate shell with cylindrical body conical bottom will be fabricated from SS304.		
Outer Shell		The outer shell with cylindrical body conical bottom will be fabricated from AISI 304 quality.		
Insulation		Glass Wool/Equivalent Material		
Legs		Legs with SS ball feet provided at the bottom of the tank, the SS ball feet will have provision for the height adjustment.		

Accessories:

- Hot Water Inlet/Outlet connection- will be provided
- Nozzles for Temp & Pressure Transmitter will be provided.
- Sample Valve.
- Air Vent
- CIP Spray Balls
- Agitator with Motor

VFD for Agitator Motor Level & Temperature Transmitter

Item No.	Item Name	Item Description	Unit	Remark
1(f)	Transfer Pump	2 HP Positive Screw Pump with VFD	No	
Material of Construction		S.S. 316 for durability and corrosion resistance		
Connection Size		SMS for secure and hygienic connections		
Section & Discharge		1.5” for efficient fluid handling		
Electric Motor		With integrated control panel and Variable Frequency Drive (VFD) for precise speed control and energy efficiency.		
Motor Unit		S.S. Cover for Motor Unit for protection and durability		
Base Plate		with S.S. Top, Flange Type for sturdy installation		

Coupling & Adjustable S.S. Legs for flexibility and easy adjustments				
Item No.	Item Name	Item Description	Unit	Remark
1(g)	Automatic CUP filling & sealing machine	PLC-based, pneumatically operated rotary system – 2400 cups (200ml each).	No	
Parameter		Technical Specifications		
Capacity		2400 CPH @ 200 ml		
Filling Range		100 - 500 ml for versatile applications		
Round cup diameter		Maximum 95 mm		
Round cup height		Maximum 110 mm		
Operating Power		1 HP/ 1.5 KW, Single Phase		
Solenoid Valve		220 V AC for efficient operation		
Design		Stable, sturdy construction with a special stainless steel frame covering for durability		
Cup Loading & Unloading		Manual, while other operations are automatic for improved efficiency		

Part	The material of all parts coming into contact with the Filling product is acceptable for food stuff.			
Construction	Very stable, sturdy design, covering of the Frame made of special stainless steel.			
<p><u>Special Features of the machine:</u></p> <ul style="list-style-type: none">• With Container detacher.• 5 With Vacuum cup pull down• “No – cup – no – fill”• “No – lid – no – Seal”.• “No – fill – no – seal”.• Single wall product hopper; Contents.• With device for the lifting and lowering of the containers at the filling station.• Turntable with opening for the insertion and the transport of the containers (clockwise rotation) with directly built on diaphragm tab applying Station.• Cup Filling Accuracy \pm 2Grams.• Add one SS 304 Hopper / Tray for waste product collection along with a channel for Proper drainage and collection of waste.• Filling Nozzle is to be replaced by Liquid Filling Nozzles along with inbuilt• SS304 sanitary design.• SS 304 Ball Valve to be provided in place of Butterfly valve for finer control				
Item No.	Item Name	Item Description	Unit	Remark
1(g)	Control Panel-SS		No	
Parameter		Technical Specifications		

Control panel housing	S.S. 304
Electrical components:	Siemens Equivalent or Higher

Compliances and Standards:	
Plastic and rubber materials that come in contact with products must comply with	<ul style="list-style-type: none"> Regulation (EC) No.1935/2004 on materials and articles intended to come into contact with food and repealing Directives Regulation (EC) No. 2023/2006 on good manufacturing practice for materials and articles intended to come into contact with food Regulation (EU) No.10/2011 on plastic materials and articles intended to come into contact with food And/Or US FDA 21 CFR 177.1500 or US FDA 21 CFR 177.1550 US FDA 21 CFR 177.2600 (chapter A to F)
Metal and alloys must be compliant to:	<ul style="list-style-type: none"> EN 10204 3.1 (Duplex / Super duplex) EN 10204 2.1 (AISI 304 / AISI 316L)
Compatibility	Turnkey supply, installation, testing, commissioning, and integration with the existing facility, if necessary, will be carried out by the supplier
Tools and Spares	The supplier must include all necessary accessories, spare parts kits, tools, and utilities required for the unit, all covered under the turnkey cost. This includes: Spray Ball, Adjustable Ball Feet, No Foam Inlet, Outlet Nozzle, Manhole, Sample Valves, Air Vent, and additional components as needed
Commissioning	The unit must be installed and commissioned at the KIL factory in Chenangri, Trashigang.

Training	Comprehensive on-site training for operators, covering operation, troubleshooting, and routine maintenance, must be provided by trained professional personnel
Typical Service Life	10 years with routine maintenance
Operation and Service Manual	Written in English
Annual Maintenance Contract (AMC)	A one-year AMC must be provided at no additional cost to the buyer. The contract should include all necessary services such as preventive maintenance, troubleshooting, and repairs for the equipment, ensuring optimal performance throughout the year
Manufacturers' Authorization Certificate	The supplier must provide a Manufacturer's Authorization Certificate from the OEM. Bids without Manufacturer's Authorization Certificate shall be considered non-responsive
Other prerequisite	The supplier or its principal supplier must have supplied similar plants in the past 5 years
A site visit to KIL is a prerequisite for participation in the tender.	

SECTION VII. GUARANTEED TECHNICAL PARTICULARS (GTP) FOR BIDDERS TO SUBMIT

(Guaranteed Technical Particulars (GTP) must be submitted for each item, and non-compliance shall result in the bid being deemed non-responsive)

1. Bidder Details

Company Name	
Contact Person	
Email	
Phone Number	
Address	

2. Product Details

Provide the technical particulars of the product being offered, ensuring that all specifications match the requirements outlined in the tender.

Specification	Offered Model	Details/Description	Complied (Yes/No)
Product Name			
Model Number			
Manufacturer Name			
Power Rating			
Dimensions			

Material of Construction			
Operating Voltage			
Speed/Flow Rate			
Efficiency			
Safety Features			
Warranty Period			
Compliance with Standards			

3. Technical Compliance Confirmation

Please confirm that the equipment offered fully complies with the following specifications as required by the tender document:

Specification	Complied (Yes/No)
Performance specifications	
Operational capacity	
Durability and maintenance	
Certifications	

4. Additional Features/Options

Provide any additional features or options that are available with the offered product, which may add value to the equipment and enhance its performance.

Additional Feature/Option	Description	Complied (Yes/No)

5. Performance Test Certificates

Attach any relevant performance test certificates or data to support the claims of compliance with the stated specifications.

6. Deviations (if any)

If there are any deviations from the tender specifications, kindly list them here with detailed explanations:

Specification	Tender Requirement	Offered Specification	Deviation
[Insert Specification]	[Insert Requirement]	[Insert Offered Spec]	[Insert Deviation]

7. Manufacturer's Details and Certifications

Manufacturer Name	
Manufacturing Country	
Certifications	
Authorized Distributor	
Distributor Contact Information	

8. Declaration

By submitting the bid, the bidder acknowledges and agrees to comply with the above technical specifications and requirements. Any deviations from these specifications should be clearly mentioned and explained.

Signature: _____

Date: _____

Bidder's Name: _____

SECTION VIII. BIDDER QUALIFICATION AND EVALUATION CRITERIA

1. Evaluation Methods

The evaluation methodology to be used for evaluating bids received shall be the **Technical Compliance Selection (TCS)** methodology. This methodology recommends the best evaluated bid based on the price and eligibility, compliance, and responsiveness to both technical and commercial requirements in the bidding document, provided the bidder is qualified to satisfactorily perform the contract.

The evaluation will be conducted in three sequential stages:

- **Preliminary Examination** to determine bidder eligibility and administrative compliance of received bids.
- **Detailed Evaluation** to assess the commercial and technical responsiveness of the eligible and compliant bids.
- **Financial Comparison** to compare the costs of eligible, compliant, and responsive bids to determine the best evaluated bid.

Failure at any stage will prevent further consideration in subsequent stages. A bid's substantial responsiveness is considered a pass.

1.1 Preliminary Examination

1.1.1 Eligibility Criteria

Eligibility is determined for:

- Bidders who are debarred by IFAD or ineligible under the laws of the Kingdom of Bhutan
- Bidders further need to declare any sanctions they are or have been subject to as stated in the self-certification form that must be signed and submitted by the Bidder.

The required documentation to evidence eligibility includes:

- A certificate of registration issued by the relevant Authority or a copy of the bidder's trading license (or equivalent).
- A statement in the Bid Submission Sheet confirming that the bidder meets the eligibility criteria stated in ITB 4.1.
- Nationality declaration of the Bidder in the Bid Submission Sheet.
- A declaration confirming the bidder is not under suspension by the Authority.
- A copy of the income tax clearance certificate (2023/2024 or equivalent).

- Power of Attorney, duly registered if signed in Bhutan or notarized if signed outside Bhutan, authorizing the signatory to submit the bid on behalf of the bidder.

1.1.2 Administrative Compliance Criteria

Administrative compliance is assessed as per ITB Sub-Clauses 40.1. The required documentation includes:

- **Signed Bid Submission Sheet** with the person/s having powers of attorney:
 - A brief description of the supplies and related services offered.
 - Bid price.
 - Validity date of the bid.
- Price Schedule.
- Written confirmation authorizing the signatory to bind the bidder (as per ITB Clause 27.1).
- Bid Security (bank guarantee) from a reputable bank in the required amount and format.

Preliminary Examination and Administrative Compliance Form

Bidder	Verification	Eligibility	Bid Security	Completeness of Bid	Substantial Responsiveness	Remarks
	(Verification Criteria)	(Eligibility Check)	(Bid Security Compliance)	(Bid Completeness)	(Compliance Pass/Fail)	(Any additional remarks)

- **Verification Criteria:** Checks include:
 1. Bid submission form
 2. Bid documents properly signed.
 3. Bid security
 4. Power of Attorney for authorized signatory.
 5. JV agreements (if applicable).
 6. Required documents for post-qualification (financial and technical capabilities).

The bidder must fulfil all preliminary and administrative compliance requirements to qualify for the next stage of evaluation.

1.2 Commercial Evaluation Criteria

The commercial responsiveness of bids will be assessed based on ITB Clauses 35.1 and 35.2, evaluating the following:

- Acceptance of contract conditions.
- Inclusion of all cost components, such as installation, training, inspection, proving, and commissioning, beyond the supply price.
- Acceptable delivery schedule.

The required documentation for commercial responsiveness includes:

1. A statement confirming acceptance of the general contract conditions and any modifications in the Particular Conditions of Contract.
2. Manufacturer's authorization to supply the equipment make/brand.
3. Evidence of participation in at least two (2) contracts within the last five years, each with a value of at least **USD 100,000 or equivalent**, demonstrating successful and substantial completion of similar services.
4. Availability of qualified equipment maintenance personnel with specialized training (CVs and academic certificates required).
5. Capacity for equipment training programs for the procuring entity's staff.
6. Commitment to after-sale services during the warranty period and beyond.
7. Audited financial statements for the last three years (2022, 2023, and 2024).
8. Bank statements for the last three years (2022, 2023, 2024).

Manpower and Experience Documentation (Section V)

- Signed CVs of committed technical personnel.
- Competency certificates of technical staff.
- Citizenship/ID cards or work permits/passports for foreign workers.
- Contract agreements for hired staff.
- Provident Fund or payroll documentation for regular staff.

1.3 Technical Evaluation Criteria

Technical responsiveness will be evaluated based on ITB 40, with a pass/fail comparison of bid specifications to the requirements in Section 6. The following factors will be considered:

- Suitability of the process with respect to product quality.
- Specifications of equipment for material construction, throughput, automation, and ease of maintenance.
- Energy efficiency of the equipment and the system as a whole.
- Completeness of the submitted bid and compliance with the technical requirements.

Required technical documentation:

1. Guarantee Technical Particulars (GTP)
2. Technical literature (manufacturer's brochures)
3. Evidence of availability of spare parts within the purchaser country or at the nearest neighbouring country (certified spare parts dealership, repair and maintenance service centre)

1.4 Financial Comparison Criteria

The financial comparison will be conducted as per ITB Clause 40.7. The bid price will include:

- Unit and total delivered price, considering delivery terms and quantity.
- Taxes, duties, and levies.

Best Evaluated Bid: The bid with the best evaluated price, from among eligible, compliant, and responsive bids, will be considered the best evaluated bid. For multiple lots, each lot will be evaluated separately.

2. Post Qualification Criteria

After determining the bid that provides the best value for money in accordance with ITB clause 36 and sub-clause 37.1, the purchaser will carry out the post-qualification of the bidder in accordance with ITB clause 40, using only the factors, methods and criteria specified in ITB clause 40 and those listed below. Factors not included in ITB clause 40 and this section shall not be used in the evaluation of a bidder's post-qualification. The post qualification criteria are as follows:

- (a) Signature of the self-certification form (Form 4)
- (b) Manufacturer's authorization to the bidder for the sale of goods in the purchaser's country and that the goods will be covered by the manufacturer's warranty and the obligation to maintain supply of spare parts for the required number of years.
- (c) Past performance qualification criteria as follows:
 - i. Financial capability: The bidder shall furnish documentary evidence that it meets the following financial requirement(s): Average annual turnover proven by audited financial statements (Form 5) and financial resources (Form 6)
 - ii. Experience and technical capacity: The bidder shall furnish documentary evidence to demonstrate that it meets the following experience requirement(s): *At least five (5) general experiences and 3 (Three) specific experience to be provided in form 6 and 7)*
 - iii. Nonperforming contracts and litigation: The bidder shall furnish documentary evidence to demonstrate that non-performance of a contract did not occur within the last five (5) years prior to the deadline for submission of bids, based on all information on fully settled disputes or litigation. All pending litigation shall in total not exceed 10% of the bidder's net worth.

SECTION IX - CONTRACT FORMS

(Form No. 1 to Form No. 3)

Applicable Forms from this Contract Forms section shall either be submitted by the successful Bidder or by KIL, post award of Contract.

Form 1: Sample Contract Agreement

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

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

BETWEEN

- (1) *[Insert complete name of Purchaser]*, a Purchaser registered under the.....*The laws of Bhutan* and having its principal place of business at *[insert address of Purchaser]* (here in after called “The Purchaser”),
and
- (2) *[insert name of Supplier]*, incorporated under the laws of *[insert country of Supplier]* and having its principal place of business at *[insert address of Supplier]* (herein after called “the Supplier”).

WHERE AS The Purchaser invited Bids for certain Goods and related services, viz.,*[insert brief description of Goods and Services]* and has accepted a Bid by the Supplier for the supply of those Goods and Services in the sum of *[insert Contract Price in words and figures, expressed in the Contract currency/ies]* (herein after called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to the min the Conditions of Contract referred to.
2. The following documents shall constitute the Contract between The Purchaser and the Supplier, and each shall be read and construed as an integral part of the Contract, viz.:
 - (a) This Contract Agreement;
 - (b) The Purchaser’s Notification of Award of Contract;
 - (c) Integrity Pact;
 - (d) The Special Conditions of Contract;
 - (e) The General Conditions of Contract;
 - (f) Technical Requirements (including Schedule of Supply and Technical Specifications.)
 - (g) The Supplier’s Bid and original Price Schedules;
 - (h) The form of Performance Security;
 - (i) The form of Bank Guarantee for Advance Payment;
 - (j) Minutes of Contact Negotiation Meeting (if any)
 - (k) *[Insert here any other document(s) forming part of the Contract]*
3. This Contract shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.

-
4. In consideration of the payments to be made by The Purchaser to the Supplier as herein after mentioned, the Supplier hereby covenants with The Purchaser to provide the Goods and Services and to remedy defects therein inconformity in all respects with the provisions of the Contract.
 5. The Purchaser hereby covenants to pay the Supplier inconsideration 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 where of the parties hereto have caused this Agreement to be executed in accordance with the laws of Bhutan on the day, month and year indicated above.

For and on behalf of the Purchaser

Signed: *[insert signature, affix legal stamp]*

In the capacity of *[insert title or other appropriate designation]*

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

For and on behalf of the Supplier

Signed: *[insert signature of authorized representative(s) of the Supplier, affix legal stamp]*

In the capacity of *[insert title or other appropriate designation]*

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

Form 2: Performance Security

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

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

Tender No. *[insert tender number]*

Name of the Tender:..... *[insert name of the tender]*

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

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

PERFORMANCEGUARANTEE No.:..... *[insert Performance Guarantee number]*

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

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

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

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

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

Form 3. 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]

Tender No..... [insert tender number]

Name of the Tender:..... [Insert name of the tender].

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

Beneficiary:[insert Name and address of the Purchaser]

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

At the request of the Supplier, we here by irrevocably undertake to pay you any sum or sums not exceeding in total an amount of.....

[insert amount(s)1in figures and words] upon receipt by us of your first demand in writing declaring that the Supplier is in breach of its obligation under the Contract because the Supplier used the advance payment for purposes other than toward delivery of the Goods.

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

This Guarantee shall remain valid and in full effect from the date of the advance payment received by the Supplier under the Contract until.....[insert date2].We agree to a one-time extension of this Guarantee for a period not to exceed..... [six months][one year],in response to The Purchaser's written request for such extension, such request to be presented to us before the expiry of the Guarantee.
[Signatures of authorized representatives of the bank]

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

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