

**PREFACE**

This Bidding Document for the Procurement of Goods has been adapted from the Standard Bidding Document prepared by the Ministry of Finance to be used for the Procurement of Goods through National and International Competitive Bidding in projects that are financed in whole or in part by the Royal Government of Bhutan (RGoB). It will be used in conjunction with the Procurement Rules and Regulations 2019.

For any comments or clarifications on this Bidding Document contact:

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# Invitation for Bids (IFB)

***Supply, Install and commission of 1TPD (Ton Per Day) compressed Biogas System designed specifically for food waste***

1. The ***WWF, Thimphu*** *now* invites sealed Bids from eligible and qualified Bidders for **Supply, install and commission of 1TPD Compressed Biogas (CBG) System for food waste at a location identified by the Purchaser[[1]](#footnote-1).**
2. Bidding will be conducted through the ***National*** Competitive Bidding procedures specified in the RGoB Procurement Rules and Regulations, and are open to all Bidders from Countries as defined in Section V of the Bidding Documents.[[2]](#footnote-2)
3. Interested eligible Bidders may obtain further information from ***Bhawana Kafley, Program Officer, WWF Bhutan Program Office, Kawajangsa, Thmphu*** *via email* [*bkafley@wwfbhutan.org.bt*](mailto:bkafley@wwfbhutan.org.bt)and inspect the Bidding Documents at the address given below from ***9AM*** to ***5PM*** during the office hours.[[3]](#footnote-3) .
4. Qualification requirements include: ***As specified in Bid Data Sheet (Part 1, Section II.Pg.21)****.* A margin of preference for eligible national suppliers and joint ventures/ consortia/associations may be applied.
5. A complete set of Bidding Documents in ***English***may be downloaded free of cost from the purchaser’s website ***www.wwfbhutan.org.bt***
6. Bids must be delivered to the address below at or before **3*:00PM, 3rd September 2021***. Electronic bidding ***shall not***be permitted. Late Bids will be rejected. Bids will be opened physically in the presence of the Bidders’ representatives who choose to attend in person or on-line at the address below at ***3:30PM, 3rd September 2021*.**
7. All Bids shall be accompanied by a Bid Security of Bhutan ***Ngultrum 2% (two) of the total quoted bid price.[[4]](#footnote-4)***
8. The address (es) referred to above is (are): ***Bhawana Kafley, Program Officer, WWF Bhutan Program, P.O. Box 210, Kawajangsa, Thimphu, Email –*** [***bkafley@wwfbhutan.org.bt***](mailto:bkafley@wwfbhutan.org.bt)

Bidding Documents for

***Supply, Install and commission of 1 TPD (Ton Per Day) Compressed Biogas (CBG) System for food waste***

Procuring Agency

***WWF Bhutan, Thimphu, Bhutan.***

**PART 1**

# BIDDING PROCEDURES

# Section I. Instructions to Bidders (ITB)

### A.GENERAL

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| **1. Scope of Bid and Source of Funds** | * 1. The Purchaser, as indicated in the Bid Data Sheet (BDS), issues these Bidding Documents for the supply of Goods and Related Services incidental thereto as specified in Section VI, Schedule of Supply. The name, identification number, and number of lots within this procurement are provided in the BDS   2. Throughout these Bidding Documents:      1. the term “in writing” means communicated in written form (eg by mail, electronic mail, fax, telex) with proof of receipt;      2. if the context so requires, “singular” means plural” and vice versa; and      3. “day” means calendar day.   3. The Employer as defined in section II, Bidding Data Sheet   (BDS) has received a budget from RGoB towards the cost of the Goods defined in the BDS and intends to apply a part of the funds to cover eligible payments under this contract. |
| **2. Fraud and Cor- ruption** | * 1. Pursuant to the existing RGoB policy that requires the Purchasers, Bidders, Suppliers, Contractors and their Subcontractors to observe the highest standards of ethics during the procurement and execution of contracts[[5]](#footnote-5), WWF Bhutan adopts the following RGoB standards prescribed to ensure a fair and honest process. In pursuance of this policy, WWF Bhutan :      1. defines, for the purposes of this provision, the terms set forth below as follows:         1. “Corrupt practice”[[6]](#footnote-6) is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value[[7]](#footnote-7) to influence improperly the actions of another party;         2. “Fraudulent practice”[[8]](#footnote-8) 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; |

* 1. “Collusive practice”[[9]](#footnote-9) is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
  2. “Coercive practice”[[10]](#footnote-10) 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;
  3. “Obstructive practice” is

(aa) 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

(bb) acts intended materially to impede the exercise of the inspection and audit rights of the Purchaser or any organization or person appointed by the Purchaser and/or any relevant RGoB agency provided for under ITB Sub-Clause 2.1 (d) below.

1. will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the contract in question;
2. will sanction a firm or individual, including declaring them ineligible, either indefinitely or for a stated period of time, to be awarded a WWF -financed contract if it at any time determines that they have, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for, or in executing, an WWF -financed contract;
3. will have the right to require that a provision be included in Bidding Documents and in contracts financed by the WWF, requiring Bidders, Suppliers, Contractors and their Subcontractors to permit the Purchaser, any organization or person appointed by the Purchaser and/or any relevant RGoB agency to inspect their accounts and records and other documents relating to their Bid submission and contract performance and to have them audited by auditors appointed by the Purchaser;
4. requires that Bidders, as a condition of admission to eligibility, execute and attach to their bids an Integrity Pact Statement in the form provided in Section IV, Bidding Forms as specified in the BDS. Failure to provide a duly executed Integrity Pact Statement may result in disqualification of the Bid; and
5. will report any case of corrupt, fraudulent, collusive, coercive or obstructive practice to the relevant RGoB agencies, including but not limited to the Anti-corruption Commission (ACC) of Bhutan, for necessary action in accordance with the statutes and provisions of the relevant agency.

2.2. Furthermore, Bidders shall be aware of the provision stated in Sub- Clause 36.1 (a) (iii) of the General Conditions of Contract.

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| **3. Eligible Bidders** | * 1. A Bidder, and all parties constituting the Bidder, may have the nationality of any country, subject to the restrictions specified in Section V, Eligible Countries and any specific category of trade license if so specified in the BDS. A Bidder shall be deemed to have the nationality of a country if the Bidder is a citizen or is constituted, incorporated, or registered and operates in conformity with the provisions of the laws of that country. This criterion shall also apply to the determination of the nationality of proposed subcontractors or suppliers for any part of the Contract including Related Services.   2. A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. Bidders may be considered to have a conflict of interest with one or more parties in this bidding process if they:      1. are associated, or have been associated in the past, with a firm or any of its affiliates which has been engaged by the Purchaser to provide consulting services for the preparation of the design, specifications and/or other documents to be used for the procurement of the Goods to be purchased pursuant to these Bidding Documents, or      2. submit more than one Bid in this bidding process, except for alternative offers permitted under ITB Clause 17. However, this does not limit the participation of subcontractors in more than one Bid.      3. employ or otherwise engage, either directly or through any of their affiliates, a spouse, dependent or close relative of a public servant of the RGoB who either is employed by the Purchaser or has an authority over it. For the purposes of this Sub-Clause a close relative is defined as an immediate family which includes father, mother, brother, sister, spouse and own children.      4. they have at least one controlling partner in common;      5. they receive or have received any direct or indirect subsidy from either party;      6. they have the same authorized legal representative for purposes of this Bid;      7. they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Employer regarding this bidding process;   3. Government-owned enterprises in Bhutan shall be eligible only if they can establish that they (i) are legally and financially autonomous, (ii) operate under commercial law, and (iii) are not a dependent agency (directly or indirectly) of the Purchaser.   4. A Bidder that is under a declaration of ineligibility pursuant to ITB Sub-Clause 2.1 (c) shall not be eligible to participate in this bidding process in any capacity.      1. Bidders shall provide such evidence of their continued eligibility satisfactory to the Purchaser as the Purchaser shall reasonably request. |

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| **4. Exclusion of Bidders** | * 1. A Bidder shall be excluded from participating in this bidding process under the following circumstances:      1. 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      2. by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, RGoB prohibits (i) any import of Goods or contracting of Services from the country in which the Bidder is constituted, incorporated or registered or (ii) any payments to persons or entities in that country; or      3. he is insolvent or is in receivership or is a bankrupt or is in the process of being wound up; or has entered into an arrangement with creditors; or      4. his business affairs are being administered by a court, judicial   officer or appointed liquidator; or   * + 1. he has suspended business or is in any analogous situation arising from similar procedures under the laws and regulations of his country of establishment; or     2. he has been found guilty of professional misconduct by a   recognized tribunal or professional body; or   * + 1. he has not fulfilled his obligations with regard to the payment of taxes, social security or other payments due in accordance with the laws of the country in which he is established or of the Kingdom of Bhutan; or     2. he is guilty of serious misrepresentation in supplying   information in his tender; or   * + 1. he has been convicted for fraud and/or corruption by a competent authority; or     2. he has not fulfilled any of his contractual obligations with the Purchaser in the past.     3. he has been debarred from participation in public procurement     4. by any competent authority as per law. |

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| **5. Eligible Goods and Related Services** | * 1. All the Goods and Related Services to be supplied under the Contract may have their origin in any country in accordance with Section V, Eligible Countries and if so required shall comply with requirements specified in the **BDS.**   2. For the purposes of this Clause, the term “Goods” includes commodities, raw material, machinery, equipment and industrial plants; and “Related Services” includes services such as insurance, installation, training, and initial maintenance.   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. |

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| B. CONTENTS OF BIDDING DOCUMENTS | | |
| **6. Parts of Bidding Documents** | 6.1. The Bidding Documents consist of Parts 1, 2 and 3, which include all the Sections indicated below, and should be read in conjunction with any  Addenda issued in accordance with ITB Clause 9. | |
|  | **PART 1 Bidding Procedures**   * Section I. Instructions to Bidders (ITB) * Section II. Bid Data Sheet (BDS) * Section III. Evaluation and Qualification Criteria * Section IV. Bidding Forms * Section V. Eligible Countries   **PART 2 Supply Requirements**   * Section VI. Schedule of Supply | |
| **7. General Infor- mation** | * 1. The Invitation for Bids issued by the Purchaser is not part of the   Bidding Documents.   * 1. The Purchaser is not responsible for the completeness of the Bidding Documents and their addenda, if any, if these were not obtained directly from the Purchaser.   2. 7.3. The Bidder is expected to examine all instructions, forms, terms and specifications in the Bidding Documents. Failure to furnish all information or documentation required by the Bidding Documents may result in the rejection of the Bid. | |
| **8. Clarification of Bidding Docu- ments** | * 1. Bidders shall not be allowed to seek any clarification of the Bidding Documents in person or by telephone or other verbal means.   2. A prospective Bidder requiring any clarification of the Bidding Documents shall notify the same to the Purchaser in writing at the Purchaser’s address specified in the BDS;   3. The Purchaser shall respond in writing to any such request for clarification, provided that it is received no later than fifteen (15) days prior to the deadline for submission of Bids. Copies of the Purchaser’s response shall be forwarded to all those who have acquired the Bidding Documents directly from the Purchaser, including a description of the enquiry without disclosing the name of the Bidder(s) seeking clarification. Should the Purchaser deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure under ITB Clause 9 and ITB Sub-Clause 29.2; and   4. A pre-bid meeting shall be conducted only if strictly necessary to clarify doubts and concerns of the Bidders prior to submission of Bids. Minutes of the pre-bid meeting shall be circulated to all Bidders that have attended the pre-bid meeting or requested for clarification. | |
| **9. Amendment of Bidding Docu- ments** | * 1. At any time prior to the deadline for submission of Bids, the Purchaser may amend the Bidding Documents by issuing an addendum. This may be done either on the Purchaser’s own initiative or in response to a clarification request from a prospective Bidder.   2. Any addendum thus issued shall be part of the Bidding Documents and shall be communicated in writing to all who have obtained the Bidding Documents directly from the Purchaser. Such addendum shall be binding on the prospective Bidders, and shall require that prospective Bidders confirm receipt of it before the time established for the opening of Bids;   3. The Purchaser may, at its discretion, extend the deadline for submission of Bids pursuant to ITB Sub-Clause 29.2 to allow prospective Bidders reasonable time in which to take the addendum into account in preparation of their Bids. | |

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| C. QUALIFICATION CRITERIA | |
| **10. Financial Capacity** | 10.1. The bidder shall have the minimum level of financial capacity if so specified in the BDS to qualify for supply of goods and related services under the contract. |
| **11. Experience and technical capacity** | * 1. The bidder shall have the following minimum level of experience to qualify for supply of goods and related services under the contract:      1. the minimum number of years of experience in the supply of goods and related services if so specified in the BDS;      2. specific experience in the supply of similar goods and related services if so specified in the BDS; and      3. minimum production capacity or availability of the equipment if so specified in the BDS. |
| D. PREPARATION OF BIDS | |
| **12. Cost of Bidding** | 12.1. The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Purchaser shall not be responsible or liable for those costs, regardless of the conduct or outcome of the Bidding process. |
| **13. Language of Bid** | 13.1. The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Purchaser, shall be written in the language specified in the BDS. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the BDS, in which case, for the purposes of interpretation of the Bid, such translation shall govern. |
| **14. Documents Comprising the Bid** | * 1. The Bid shall comprise the following:      1. Bid Submission Sheet and the applicable Price Schedules in   accordance with ITB Clauses 15, 16, 18 and 20;   * + 1. Bid Security, in accordance with ITB Clause 26;     2. Written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB Clause 27;     3. Documentary evidence in accordance with ITB Clause 21 establishing the Bidder’s eligibility to bid;     4. Documentary evidence in accordance with ITB Clause 22 that the Goods and Related Services to be supplied by the Bidder are of eligible origin;     5. Documentary evidence in accordance with ITB Clauses 23 and 35 that the Goods and Related Services conform to the Bidding Documents;     6. Documentary evidence in accordance with ITB Clause 24 establishing the Bidder’s qualifications to perform the contract if its Bid is accepted;  1. Alternative Bids, if permissible, in accordance with ITB Clause 17; 2. Documentary evidence or certified statements that the Bidder is not in any of the exclusion categories stipulated in ITB Sub- Clause 4.1; 3. Integrity Pact Statement, in accordance with ITB Sub-Clause   2.1 (e) as specified in BDS; and  (k) Any other document required in the BDS.  14.2. In addition to the requirements under ITB 14.1, Bids submitted by a Joint Venture (JV) shall include a copy of the Joint Venture Agreement entered into by all members. Alternatively, a letter of intent to execute a Joint Venture Agreement in the event of a successful Bid shall be signed by all members and submitted with the Bid, together with a copy of the proposed Agreement. |
| **15. Bid Submission Sheet** | 15.1. The Bidder shall submit the Bid Submission Sheet using the form furnished in Section IV,Bidding Forms. This Form Must Be Completed without any alterations to its format, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested. |
| **16. Price Schedules** | 16.1. The Bidder shall submit the Price Schedules for Goods and Related Services, according to their origin as appropriate, using the forms furnished in Section IV, Bidding Forms. |
| **17. Alternative Bids** | 17.1. Unless otherwise indicated in the BDS alternative Bids shall not be considered. |
| **18. Bid Prices and Discounts** | * 1. The prices and discounts quoted by the Bidder in the Bid Submission Sheet and in the Price Schedules shall conform to the requirements specified below.   2. All lots and items in the Schedule of Supply must be listed and   priced separately in the Price Schedules.   * 1. The price to be quoted in the Bid Submission Sheet shall be the total price of the Bid excluding any discounts offered.   2. The Bidder shall quote any unconditional discounts and the methodology for their application in the Bid Submission Sheet.   3. The terms EXW, CIF, CIP and other similar terms shall be governed by the rules prescribed in the current edition of Incoterms, published by the International Chamber of Commerce as specified in the BDS. |

* 1. Unless otherwise stated in the BDS, Prices shall be quoted inclusive of all applicable taxes and levies, insurance, transportation, handling costs and any other associated cost to fulfill the contractual obligations, as specified in the Price Schedule forms for Goods and related services included in Section IV Bidding Forms. However, to avail margin of preference, prices shall be quoted as specified in the Price Schedule for Goods Manufactured in Bhutan in section IV Bidding Forms.. The disaggregation of price components shall be solely for the purpose of facilitating the comparison of Bids by the Purchaser. This shall not in any way limit the Purchaser’s right to contract on any of the terms offered. In quoting prices the Bidder shall be free to use transportation through carriers registered in any eligible country, in accordance with Section V, Eligible Countries. Similarly, the Bidder may obtain insurance services from any eligible country in accordance with Section V, Eligible Countries. Prices shall be entered in the following manner:
     1. For goods manufactured in Bhutan:
        1. 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;
        2. any Bhutan sales and other taxes which will be payable on the Goods if the contract is awarded to the Bidder; and
        3. the price for inland transportation, insurance and other local services required to deliver the Goods to their final destination (Project Site) specified in the BDS.
     2. For Goods manufactured outside the Purchaser’s Country, to be imported:
        1. the price of the Goods, quoted CIF named place of destination, in the Purchaser’s Country, as specified in the BDS;
        2. the price for inland transportation, insurance, and other local services required to convey the Goods from the named place of destination to their final destination (Project Site) specified in the BDS;
     3. For Goods manufactured outside the Purchaser’s Country, already imported:
        1. the price of the Goods, including the original import value of the Goods; plus any mark-up (or rebate); plus any other related local cost, and custom duties and other import taxes already paid or to be paid on the Goods already imported;
        2. the custom duties and other import taxes already paid (need to be supported with documentary evidence) or to be paid on the Goods already imported;
        3. the price of the Goods, obtained as the difference between
        4. and (ii) above;
        5. any Purchaser’s Country sales and other taxes which will be payable on the Goods if the Contract is awarded to the Bidder; and
        6. the price for inland transportation, insurance, and other local services required to convey the Goods from the named place of destination to their final destination (Project Site) specified in the BDS.

(d) for Related Services, other than 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).

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| 18.7. If so indicated in ITB Sub-Clause 1.1, Bids are being invited for individual items, lots or packages. Unless otherwise indicated in the BDS, prices quoted shall correspond to one hundred percent (100%) of the items specified for each lot and to one hundred percent (100%) of the quantities for each item of a lot. Bidders wishing to offer any price reduction (discount) for the award of more than one Contract shall specify in their Bid the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Price reductions or discounts shall be submitted in accordance with ITB Sub-Clause 18.4, provided the Bids for all lots are submitted and opened at the same time. | |
| **19. Price Variation** | 19.1. Prices quoted by the Bidder shall be fixed during the Bidder’s performance of the Contract and not subject to variation on any account, unless otherwise specified in the BDS. A Bid submitted with an adjustable price quotation shall be treated as non-responsive and shall be rejected pursuant to ITB Clause 35 unless adjustable price quotations are permitted by the BDS. If, in accordance with the BDS, prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract, a Bid submitted with a fixed price quotation shall not be rejected, but the price adjustment shall be treated as zero. |
| **20. Currencies of Bid** | 20.1. The unit rates and prices shall be quoted by the Bidder entirely in Ngultrum (Nu). Foreign currency requirements shall be indicated and shall be payable at the option of the Bidder in up to three foreign currencies. In case of International procurement, bidders may express the unit rates and prices in fully convertible currency.If the bidders wish to be paid in a combination of amounts in different currencies, it may quote its price accordingly up to three foreign currencies. |

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|  | * 1. The rates of exchange to be used in arriving at the local currency equivalent shall be the selling rates for similar transactions established by RMA on the day of bid opening. These exchange rates shall apply for all payments so that no exchange risk shall be borne by the Bidder.   2. Bids shall be evaluated as quoted in Ngultrum (NU) in accordance with ITB Sub-Clause 20.1, unless a Bidder has used different exchange rates than those prescribed in ITB Sub-Clause 20.2, in which case the Bid shall be first converted into the amounts payable in different currencies using the rates quoted in the Bid and then reconverted to Ngultrum (NU) using the exchange rates prescribed in ITB Sub-Clause 20.2.   3. Bidders shall indicate details of their expected foreign currency requirements in the Bid. |
|  | * 1. Bidders may be required by the Employer to clarify their foreign currency requirements and to substantiate that the amounts included in the rates and prices if required in the BDS, are reasonable and responsive to ITB Sub-Clause 20.1.   2. In case of International Procurement from countries other than India, the procuring agency may invite bids inconvertible currencies. The bids shall however, be evaluated in accordance with Sub-Clause   20.3 above, but the payment shall be made in the currency of bid. |
| **21. Documents Establishing the Eligibility of the Bidder** | 21.1. To establish their eligibility in accordance with ITB Clause 3, Bidders shall complete the Bid Submission Sheet included in Section IV, Bidding Forms. |
| **22. Documents Establishing the Eligibility of the Goods and Re- lated Services** | 22.1. To establish the eligibility of the Goods and Related Services in accordance with ITB Clause 5, Bidders shall complete the country of origin declarations in the Price Schedule Forms included in Section IV, Bidding Forms. |
| **23. Documents Establishing the Conformity of the Goods and Related Services** | * 1. To establish the conformity of the Goods and Related Services to the Bidding Documents, the Bidder shall furnish as part of its Bid documentary evidence that the Goods conform to the technical specifications and standards specified in Section VI, Schedule of Supply.   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.   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.   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. |
| **24. Documents Establishing the Qualifications of the Bidder** | * 1. The documentary evidence of the Bidder’s qualifications to perform the contract if its Bid is accepted shall establish to the Purchaser’s satisfaction:      1. that, if required by the BDS, a Bidder that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer’s Authorization using the form included in Section IV, Bidding Forms to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in Bhutan; |
|  | (b) that, if required in the BDS, in the case of a Bidder not doing business within Bhutan, the Bidder is or will be (if awarded the Contract) represented by an agent in Bhutan equipped and able to carry out the Supplier’s maintenance, repair and spare parts- stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications; |
|  | (c) that Bids submitted by a Joint Venture, Consortium or Association (JV/C/A) of two or more firms as partners comply with the following requirements: |
|  | (i) the Bid is signed so as to be legally binding on all partners; |
|  | (ii) all partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms; |
|  | (iii) one of the partners is nominated as being in charge, authorized to incur liabilities, and to receive instructions for and on behalf of any and all partners of the JV/C/A; |
|  | (iv) the execution of the entire Contract, including payment, shall be done exclusively with the partner in charge; and |
|  | (v) a copy of the JV/C/A Agreement entered into by the partners is submitted with the Bid; or a Letter of Intent to execute a JV/C/A Agreement in the event of a successful Bid is signed by all partners and submitted with the Bid, together with a copy of the proposed Agreement. |

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|  | (d) that the Bidder meets each of the qualification criteria specified in Section III, Evaluation and Qualification Criteria. |
| **25. Period of Validity of Bids** | * 1. Bids shall remain valid for the period specified in the BDS from the Bid submission deadline prescribed by the Purchaser. A Bid valid for a shorter period shall be rejected by the Purchaser as non- responsive.   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   3. In the case of fixed price contracts, if the award is delayed by a period exceeding sixty (60) days beyond the expiry of the initial Bid validity, the Contract price shall be adjusted as specified in the request for extension. Bid evaluation shall be based on the Bid Price without taking into consideration the above correction. |
| **26. Bid Security** | * 1. The Bidder shall furnish, as part of its Bid, a Bid Security in original form, denominated in Ngultrum or a freely convertible currency and in the amount specified in the BDS.   2. The Bid Security shall:      1. at the Bidder’s option, be in any of the following forms:         1. an Unconditional Bank Guarantee; or         2. a Banker’s Certified Cheque/Cash Warrant; or         3. a Demand Draft;      2. be issued by a financial institution in Bhutan acceptable to the Purchaser and selected by the Bidder. If the institution issuing the Bid Security is located outside Bhutan it shall have a correspondent financial institution located in Bhutan to make the Bid Security enforceable.      3. in the case of a bank guarantee, be substantially in accordance with the form of Bid Security included in Section IV, Bidding Forms, or other form approved by the Purchaser prior to Bid submission;      4. be promptly payable upon written demand by the Purchaser in case any of the conditions listed in ITB Sub-Clause 26.6 are invoked;      5. be submitted in its original form; copies shall not be accepted;      6. remain valid for a period of thirty (30) days beyond the end of the validity period of the Bid, as extended, if applicable, in accordance with ITB Sub-Clause 25.2.   3. Any Bid not accompanied by a responsive Bid Security shall be   rejected by the Purchaser as non-responsive.   * 1. The Bid Securities of unsuccessful Bidders shall be discharged/ returned as promptly as possible upon award of contract, but in any event not later than thirty (30) days after the expiration of the period of bid validity prescribed by the procuring agency and the successful Bidder furnishing the Performance Security pursuant to ITB Clause 51.   2. The Bid Security of the successful Bidder shall be returned as promptly as possible after the successful Bidder has signed the Contract and furnished the required Performance Security.   3. The Bid Security shall be forfeited:      1. if a Bidder withdraws its Bid during the period of Bid validity specified by the Bidder on the Bid Submission Sheet, except as provided in ITB Sub-Clause 25.2; or      2. if the successful Bidder fails to:         1. sign the Contract in accordance with ITB Clause 50;         2. furnish a Performance Security in accordance with ITB Clause 51; or         3. accept the correction of its Bid Price pursuant to ITB Sub- Clause 36.4   4. The Bid Security of a JV/C/A must be in the name of the JV/C/A that submits the Bid. If the JV/C/A has not been legally constituted at the time of bidding the Bid Security shall be in the names of all future partners as named in the letter of intent. |
| **27. Format and Signing of Bid** | * 1. The Bidder shall prepare ONE Original of the documents comprising the Bid as described in ITB Clause 14 and clearly mark it“ORIGINAL.” In addition, the Bidder shall submit copies of the Bid, in the number specified in the BDS, and clearly mark them “COPY.” In the event of any discrepancy between the original and the copies, the original shall prevail.   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.   3. Any interlineations, erasures or overwriting shall be valid only if they are signed or initialed by the person signing the Bid. |

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| E. SUBMISSION AND OPENING OF BIDS | |
| **28. Submission, Sealing and Marking of Bids** | * 1. Bids shall be delivered by hand, courier or registered post. The Bidder shall seal the original Bid and the number of copies stipulated in the BDS, including alternative Bids if permitted in accordance with ITB Clause 17, in separate inner envelopes contained within one outer envelope. All envelopes shall be sealed with adhesive or other sealant to prevent reopening.   2. The inner envelopes shall:      1. be signed across their seals by the person authorized to sign the Bid on behalf of the Bidder; and      2. be marked “ORIGINAL”, “ALTERNATIVE” (if any) and “COPIES”;   3. The outer envelope shall:      1. be marked “Confidential”;      2. be addressed to the Purchaser at the address14 provided in the   BDS;   * + 1. bear the name and identification number of the Contract as defined in the BDS; and     2. provide a warning not to open before the specified time and date for Bid Opening as defined in the BDS.   1. In addition to the identification required in ITB Sub-Clause 28.2, the inner envelopes shall indicate the name and address of the Bidder, to enable the Bid to be returned unopened in case it is declared late pursuant to ITB Clause 30.   2. 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.   3. In the Two-Stage Process, Bidders shall be advised to submit only the technical proposal in the first stage. In the second stage, Bidders shall be requested to submit both their technical proposals as modified and agreed with the Purchaser and the financial proposals based on the modified technical proposal simultaneously in two separate sealed envelopes.   4. 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. |

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| **29. Deadline for Submission of Bids** | * 1. Bids shall be delivered by hand, courier or registered post to the Purchaser at the address and no later than the date and time indicated in the BDS.   2. The Purchaser may, at its discretion, extend the deadline for the submission of Bids by amending the Bidding Documents in accordance with ITB Clause 9, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended. |
| **30. Late Bids** | 30.1. The Purchaser shall not consider any Bid that is submitted 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. |
| **31. Withdrawal, Substitution and Modification of Bids** | * 1. A Bidder may withdraw, substitute or modify its Bid after it has been submitted by sending a written notice in accordance with ITB Clause 28, duly signed by an authorized representative, and shall include a copy of the authorization (the power of attorney) in accordance with ITB Sub-Clause 27.2, (except that withdrawal notices do not require copies). The corresponding substitution or modification of the Bid must accompany the respective written notice. All notices must be:      1. submitted in accordance with ITB Clauses 27 and 28 (except that withdrawal notices do not require copies) and, in addition, the respective envelopes shall be clearly marked “WithdraWal”, “SubStitution” or “Modification;” and      2. received by the Purchaser prior to the deadline prescribed for   submission of Bids, in accordance with ITB Clause 29.   * 1. Bids requested to be withdrawn in accordance with ITB Sub-Clause   31.1 shall be returned unopened to the Bidders.   * 1. No Bid may be withdrawn, substituted or modified in the interval between the deadline for submission of Bids and the expiry of the period of Bid validity specified by the Bidder on the Bid Submission Sheet or any extension thereof.   2. Withdrawal of a bid between the deadline for submission of bids and expiration of the period of bid validity specified in the BDS or as extended pursuant to Clause 25.1, may result in the forfeiture of the Bid Security pursuant to Clause 26.6. If the 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 and in addition, the bidder shall pay to the employer the positive difference of sum, if any, with the next lowest bidder within fourteen (14) days of his withdrawal. If the bidder fails to pay the difference within the said date, the bidder shall be debarred by a competent authority as per law. In the case of framework contracts, the bid security shall be forfeited and the supply of the particular item will be re-tendered. |

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| **32. Bid Opening** | * 1. The Purchaser shall conduct the Bid Opening in public, in the presence of Bidders` designated representatives who choose to attend, and at the address, date and time specified in the BDS. Any specific electronic Bid Opening procedures required if electronic bidding is permitted in accordance with ITB Sub-Clause 28.7 shall be as specified in the BDS.   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 RGoB officials.   3. First, envelopes marked “WITHDRAWAL” shall be opened and read out and the envelope with the corresponding Bid shall not be opened, but shall be returned to the Bidder. No Bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at Bid Opening. Next, envelopes marked “SUBSTITUTION” shall be opened and read out and exchanged with the corresponding Bid being substituted. The substituted Bid shall not be opened, but shall be returned to the Bidder. No Bid substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at Bid Opening. Envelopes marked “MODIFICATION” shall be opened and read out with the corresponding Bid. No Bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Bid Opening. Only envelopes that are opened and read out at Bid Opening shall be considered further.   4. All other envelopes shall be opened one at a time. The Bidders’ names, the Bid prices, the total amount (or lot-wise) of each Bid and of any alternative Bid (if alternatives have been requested or permitted), any discounts, Bid withdrawals, substitutions or modifications, the presence or absence of Bid Security, responses to any Bidding Documents addenda, and such other details as the Purchaser may consider appropriate shall be announced by the Purchaser at the Bid Opening. This information also shall be written on a notice board for the public to copy. Any Bid price, discount or alternative Bid price not announced and recorded shall not be taken into account in Bid evaluation. No Bid shall be rejected at Bid Opening except for late Bids pursuant to ITB Clause 30. Substitution Bids and modifications submitted pursuant to ITB Clause 31 that are not opened and read out at Bid Opening shall not be considered for further evaluation regardless of the circumstances. Late, withdrawn and substituted Bids shall be returned unopened to Bidders.   5. The Purchaser shall prepare a record of the Bid Opening, which shall include the information disclosed to those present in accordance with ITB Sub-Clause 32.4. The minutes shall include, as a minimum:      1. the Contract title and reference number;      2. the Bid number;      3. the Bid deadline date and time;      4. the date, time and place of Bid Opening;      5. Bid prices, per lot if applicable, offered by the Bidders, including   any discounts and alternative offers;   * + 1. the presence or absence of Bid Security and, if present, its   amount;   * + 1. the name and nationality of each Bidder, and whether there is a withdrawal, substitution or modification;     2. the names of attendees at the Bid Opening, and of the Bidders   they represent (if any);   * + 1. details of any complaints or other comments made by attendees/ representatives attending the Bid Opening, including the names and signatures of the attendees/representatives making the complaint(s) and/or comment(s); and     2. the names, designations and signatures of the members of the   Bid Opening Committee.  32.6 The Bidders’ representatives and attendees who are present shall be requested to sign the record. The omission of a Bidder’s or other attendee’s signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders. |

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| F. EVALUATION AND COMPARISON OF BIDS | |
| **33. Confidentiality** | * 1. Information relating to the examination, evaluation, comparison and qualification of Bids, and recommendation of Contract Award, shall not be disclosed to Bidders or any other persons not officially concerned with such process until publication of the Contract Award.   2. Any effort by a Bidder to influence the Purchaser in the examination, evaluation, comparison and qualification of the Bids or Contract Award decisions may result in the rejection of its Bid.   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. |
| **34. Clarification of Bids** | 34.1. To assist in the examination, evaluation, comparison and qualification of the Bids, the Purchaser may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder that is not in response to a request by the Purchaser shall not be considered. The Purchaser’s request for clarification and the response shall be in writing. No change in the prices or substance of the Bid shall be sought, offered or permitted, except to confirm the correction of arithmetic errors discovered by the Purchaser in the evaluation of the Bids, in accordance with ITB Clause 36. |
| **35. Responsiveness of Bids** | 35.1. 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.   * 1. A substantially responsive Bid is one that conforms to all the terms, conditions and specifications of the Bidding Documents without material deviation, reservation or omission. A material deviation, reservation or omission is one that:      1. affects in any substantial way the scope, quality or performance of the Goods or Related Services required; or      2. limits in any substantial way inconsistent with the Bidding Documents, the Purchaser’s rights or the Bidder’s obligations under the Contract; or      3. if rectified would affect unfairly the competitive position of   other Bidders presenting responsive Bids  35.3 If a Bid is not substantially responsive to the Bidding Documents it shall be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation or omission. |
| **36. Non-conformi- ties, Errors and Omissions** | * 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.   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 non-material non-conformities or omissions in the Bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.   3. Provided that the Bid is substantially responsive, the Purchaser   shall correct arithmetical errors on the following basis:   * + 1. if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected;     2. 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     3. if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to ITB Sub-Clauses 36.3 (a) and (b) above.   1. If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be disqualified and its Bid Security shall be forfeited   2. Provided that the Bid is substantially responsive, the Purchaser   shall correct arithmetical errors on the following basis:   * + 1. if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected;     2. 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     3. if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to ITB Sub-Clauses 36.3 (a) and (b) above.   1. If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be disqualified and its Bid Security shall be forfeited.   2. Provided that the Bid is substantially responsive, the Purchaser   shall correct arithmetical errors on the following basis:   * + 1. if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected;     2. 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   1. if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to ITB Sub-Clauses 36.3 (a) and (b) above.   2. If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be disqualified and its Bid Security shall be forfeited |
| **37. Preliminary Examination of Bids** | * 1. The Purchaser shall examine the Bids to confirm that all documents and technical documentation requested in ITB Clause 14 have been provided, and to determine the completeness of each document submitted.   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.      1. Bid Submission Sheet, in accordance with ITB Sub-Clause 14.1 (a);      2. Price Schedules, in accordance with ITB Sub-Clause 14.1 (a);      3. Bid Security, in accordance with ITB Clause 26. |
| **38. Examination of Terms and Conditions; Technical Evaluation** | * 1. The Purchaser shall examine the Bid to confirm that all terms and conditions specified in the GCC and the SCC have been accepted by the Bidder without any material deviation or reservation.   2. The Purchaser shall evaluate the technical aspects of the Bid submitted in accordance with ITB Clause 23, to confirm that all requirements specified in Section VI, Schedule of Supply of the Bidding Documents have been met without any material deviation or reservation.   3. If, after the examination of the terms and conditions and the technical evaluation, the Purchaser determines that the Bid is not substantially responsive in accordance with ITB Clause 35, the bid shall not be considered for evaluation. |
| **39. Conversion to Single Currency** | 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. |
| **40. Margin of Preference** | 40.1. A margin of preference may apply to domestic goods manufactured in Bhutan as provided for in the BDS. To avail a margin of preference, the bidder shall provide a value addition certificate from the Ministry of Economic Affairs. |
| **41. Evaluation of Bids** | * 1. The Purchaser shall evaluate each Bid that has been determined, up   to this stage of the evaluation, to be substantially responsive.   * 1. To evaluate a Bid, the Purchaser shall only use all the factors, methodologies and criteria defined in this ITB Clause 41. No other criteria or methodology shall be permitted.   2. To evaluate a Bid, the Purchaser shall consider the following:      1. evaluation shall be done for Items or Lots, as specified in the BDS;      2. the Bid Price, as quoted in accordance with ITB Clause 18;      3. price adjustment for correction of arithmetic errors in   accordance with ITB Clause 36.3;   * + 1. price adjustment due to discounts offered in accordance with ITB Clause 18.4;     2. adjustments due to the application of the evaluation criteria   specified in the BDS from amongst those set out in Section III,  Evaluation and Qualification Criteria; and   * + 1. adjustments due to the application of a margin of preference, in   accordance with ITB Clause 40, if applicable*.*   * 1. The Purchaser’s evaluation of a Bid shall exclude and not take into account:      1. in the case of Goods manufactured in Bhutan, sales and other similar taxes which will be payable on the Goods if the Contract is awarded to the Bidder;      2. in the case of Goods manufactured outside Bhutan, already imported or to be imported, Customs duties and other import taxes levied on the imported Goods, sales and other similar taxes which will be payable on the Goods if the Contract is awarded to the Bidder; and      3. any allowance for price adjustment during the period of execution of the Contract, if provided in the Bid*.*   2. The Purchaser’s evaluation of a Bid may require the consideration of other factors in addition to the Bid Price quoted in accordance with ITB Clause 18. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of Bids, unless otherwise specified in Section III, Evaluation and Qualification Criteria. The factors, criteria and the methodology of application shall be as specified in ITB Sub-Clause 41.3 (e).   3. If so specified in the BDS, these Bidding Documents shall allow Bidders to quote separate prices for one or more lots, and shall allow the Purchaser to award one or multiple lots to more than one Bidder. The methodology of evaluation to determine the lowest evaluated lot combinations is specified in Section III, Evaluation and Qualification Criteria.   4. The purchaser shall ensure that the lowest evaluated bid price is consistent and reasonable with the current market prices. If the prices are unreasonable compared to prevailing market prices, then the purchaser may reject the bid |

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| **42. Comparison of Bids** | 42.1. The Purchaser shall compare the evaluated costs of all substantially responsive Bids established in accordance with ITB 41 to determine the Bid that has the lowest evaluated cost. The comparison shall be on the basis of CIP (place of final destination) prices for imported goods and EXW prices, plus cost of inland transportation and insurance to place of destination, for goods manufactured within the purchaser's country, together with prices for any required installation, training, commissioning and other services. The evaluation of prices shall not take into account custom duties and other taxes levied on imported goods quoted CIP and sales and similar taxes levied in connection with the sale or delivery of goods. |
| **43. Abnormally Low Bid** | * 1. An Abnormally Low Bid is one where the Bid price, in combination with other constituent elements of the Bid, appears unreasonably low to the extent that the Bid price raises material concerns with the Purchaser as to the capability of the Bidder to perform the Contract for the offered Bid price.   2. In the event of identification of a potentially Abnormally Low Bid, the Purchaser shall seek written clarification from the Bidder, including a detailed price analyses of its Bid price in relation to the subject matter of the contract, scope, delivery schedule, allocation of risks and responsibilities and any other requirements of the bidding document.   3. After evaluation of the price analyses, in the event that the Purchaser determines that the Bidder has failed to demonstrate its capability to perform the contract for the offered Bid price, the Purchaser shall reject the Bid. |
| **44. Seriously unbalanced Bids** | * 1. If the Bid that is evaluated as the lowest evaluated cost is, in the Employer’s opinion, seriously unbalanced the Employer may require the Bidder to provide written clarifications. Clarifications may include detailed price analyses to demonstrate the consistency of the Bid prices with the scope of works, proposed methodology, schedule and any other requirements of the bidding document.   2. After the evaluation of the information and detailed price analyses   presented by the Bidder, the Employer may as appropriate:   * + 1. accept the Bid and require that the amount of the Performance Security be increased at the expense of the Bidder to a level not exceeding twenty percent (20%) of the initial Contract price in addition to ten percentage(10) of the Performance Security.***;*** or     2. reject the Bid. |
| **45. Purchaser’s Right to Accept Any Bid, and to Reject Any or All Bids** | 45.1. The Purchaser reserves the right to accept or reject any Bid, and to annul the bidding process and reject all Bids at any time prior to Contract award, without thereby incurring any liability to Bidders. |

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| G. AWARD OF CONTRACT | |
| **46. Award Criteria** | 46.1. 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. |
| **47. Purchaser’s Right to Vary Quantities at Time of Award** | 47.1. At the time the Contract is awarded, the Purchaser reserves the right to increase or decrease the quantity of Goods and Related Services originally specified in Section VI, Schedule of Supply, provided this does not exceed the percentages indicated in the BDS, and without any change in the unit prices or other terms and conditions of the Bid and the Bidding Documents. |
| **48. Letter of Intent to Award the Contract/Letter of Acceptance** | * 1. The Employer shall notify the concerned Bidder whose bid has been selected in accordance with ITB 46 in writing (in the format in section IV-hereafter called the letter of Intent to award the contract) that the Employer has intention to accept its bid and the information regarding the name, address and amount of selected bidder shall be given to all other bidders who submitted the bid. Such notification should be communicated in writing, including by cable, facsimile, telex or electronic mail to all the bidders on the same day of dispatch. The Employer shall ensure that the same information is uploaded on their website on the same day of dispatch.   2. If no bidder submits an application pursuant to ITB 52 within a period of ten (10) days of the notice provided under ITB 48.1, prior to expiry of the period of Bid validity, the Purchaser shall notify the successful Bidder, in writing, that its Bid has been accepted.   3. Until a formal Contract is prepared and executed, the letter of acceptance shall constitute a binding Contract.   4. Upon the successful Bidder furnishing the signed Contract Form and the Performance Security pursuant to ITB Clause 51 the Purchaser:      1. shall promptly notify each unsuccessful Bidder and discharge   its Bid Security, pursuant to ITB Sub-Clause 26.4; and   * + 1. publish a notification of award on the Purchaser’s website.   1. The notifications to all unsuccessful Bidders and the notification posted on the Purchaser’s website shall include the following information:      1. the Bid and lot numbers;      2. name of the winning Bidder, and the price it offered, as well as the duration and summary scope of the Contract awarded; and the date of the award decision. |
| **49. Debriefing by the Employer** | * 1. On receipt of the Employer’s Notification of Intention to Award referred to in ITB 48, an unsuccessful Bidder has three (3) working Days to make a written request to the Employer for a debriefing. The Employer shall provide a debriefing to all unsuccessful Bidders whose request is received within this deadline.   2. Where a request for debriefing is received within the deadline, the Employer shall provide a debriefing within five (5) working days.   3. The Procuring Agency shall discuss only such Bid and not the bids   of other competitors. The debriefing shall not include:   * + 1. point-by-point comparisons with another Bid; and     2. information that is confidential or commercially sensitive to other Bidders.   1. The purpose of debriefing is to inform the aggrieved bidder of the reasons for lack of success, pointing out the specific shortcomings in its bid without disclosing contents of other bids |
| **50. Signing of Contract** | * 1. At the same time as notifying the successful Bidder in writing that its Bid has been accepted the Purchaser shall send the successful Bidder the Contract Agreement and the Special Conditions of Contract.   2. Within fifteen (15) days of receipt of the Contract Agreement the successful Bidder shall sign, date and return it to the Purchaser.   3. Notwithstanding ITB Sub-Clause 50 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 products/Goods, systems or services, the Bidder shall not be bound by its Bid, always provided, however, that the Bidder can demonstrate to the satisfaction of the Purchaser that signing of the Contact Agreement has not been prevented by any lack of diligence on the part of the Bidder in completing any formalities, including applying for permits, authorizations and/or licenses necessary for the export of the products/Goods, systems or services under the terms of the Contract. |
| **51. Performance Security** | * 1. Within fifteen (15) working days of the receipt of letter of acceptance from the Purchaser, the Bidder shall submit the Performance Security in accordance with the contract conditions, using for that purpose any of the following security forms:      1. unconditional bank guarantee in the form provided for in Section IX, Contract Forms, or another form acceptable to the Purchaser, or      2. banker’s certified cheque/cash warrant, or      3. demand draft.   2. If the Performance Security is provided by the successful Bidder in the form of a demand bank guarantee it shall be issued, at the Bidder’s option, by a financial institution located in Bhutan.   3. Failure by the successful Bidder to submit the above-mentioned Performance Security or to sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event the Purchaser may award the Contract to the next lowest evaluated Bidder whose offer is substantially responsive and is determined by the Purchaser to be qualified to perform the Contract satisfactorily. Such a failure shall be considered as “withdrawal” and all relevant clauses shall apply. |

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| **52. Complaint and Review** | * 1. If the Bidder has or is likely to suffer, loss or injury due to breach of a duty imposed on the Employer by the provisions of this bidding document, the Bidder shall submit the complaint in writing to the Employer within ten (10) days from the date of letter of intent to award the contract. In the first instance, the Bidder shall submit the complaint to the Employer.   2. The head of agency shall, within 7 days after the submission of the complaint, issue a written decision.   3. The Bidder may appeal to the Independent Review Body within 5 days of the decision of the Head of the Procuring Agency or, where no such decision has been taken, within 15 days of the original complaint and the copy of the appeal shall be given to the procuring agency on the same day.   4. Once the appeal copy is received by the procuring agency, it shall not proceed further with the procurement process until receipt of notification from the Independent Review Body Secretariat. |

# SECTION II. BID DATA SHEET

|  |  |
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| **A. INTRODUCTION** | |
| **ITB 1.1** | The Purchaser is: ***WWF Bhutan, Thimphu, Bhutan*** |
| **ITB 1.2** | The name, identification number and number of lots within this procurement are:  PCA-GR00040501- ***Waste and Climate Change Project:***  ***Supply, install and commission of 1TPD Compressed Biogas (CBG) System from food waste.*** |
| **ITB 3.1** | Category of trade License eligible for this bidding process is: ***as per MoEA trade license category*** |
| **ITB 5.1** | ***All goods and related services to be supplied under the contract shall comply with International Quality Standard*** |
| **B. BIDDING DOCUMENTS** | |
| **ITB 8.2** | For clarification of Bid purposesonly, the Purchaser’s address is: Attention: ***Bhawana Kafley***  Address: ***WWF Office,PO Box 210, Kawanjangsa, Thimphu, Bhutan***  Facsimile number: ***NA*** Electronic mail address: ***bkafley@wwfbhutan.org.bt*** |
| **C. QUALIFICATION CRITERIA** | |
| **10.1** | The minimum amount of financial resources is(for lead bidder) ***40% of the total***  ***quoted price). The bidder is required to submit evidence in the form of Bank***  ***Statement certified by any Bhutanese financial institutions.*** |
| **11.1 (a)** | The minimum number of years of experience in the supply of goods and related services is: ***five (05) years of experience***  ***The bidder is required to submit evidence in the form of following documents;***  ***1. Work/supply order issued by the Procuring Authority,***  ***2. Project/completion certificate/letter issued by the Procuring Authority*** |
| **11.1 (b)** | The specific experience in the supply of similar goods and related services is:  ***Proof of having successfully completed supply, install & commissioning of at least Two similar scale or bigger systems or any similar assignments within the last five years.*** |
| **11.1 (c)** | The minimum production capacity or availability of equipment is: ***Not Required*** |
| **D. PREPARATION OF BIDS** | |
| **ITB 13.1** | The language of the Bid is: ***English*** |
| **ITB 14.1 (j)** | The bidders shall submit a signed Integrity Pact: ***Yes*** |
| **ITB 14.1 (k)** | The Bidder shall submit with its Bid the following additional documents:   1. ***Valid Trade License and Tax Clearance Certificate*** 2. ***1TPD System Design with Detail Specification including feed stock handling, gas purification, bottling and bio-waste management considering the topographical and micro climatic condition of the proposed site.*** 3. ***Bill of quantities for the proposed 1TPD CBG system*** 4. ***Name of manufacturer of Compressed Biogas System components/Brochure*** 5. ***Certificates of the installers who will be engaged in the installation and commissioning of the CBG system.*** 6. ***Hands on training and knowledge transfer plans to the client and users.*** |

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| **ITB 17.1** | Alternative Bids***shall not be*** permitted. |
| **ITB 18.5** | The Incoterms edition is: ***CIF Delivery*** |
| **ITB 18.6 (a)**  **(iii), (b) (ii) and (c) (v)** | The final destination (Project Site) is: ***Royal Bhutan Army’s Headquarter, Lungtenphu, Thimphu, Bhutan*** |
| **ITB 18.6(b) (i)**  **and (c)(v)** | Place of destination: ***Thimphu, Bhutan*** |
| **ITB 19.1** | The prices quoted by the Bidder ***shall not***be adjustable. If prices shall be adjustable, the methodology is specified in Section III, Evaluation and Qualification Criteria. |
| **ITB 20.1** | The Bidder ***is***required to quote in Ngultrum (BTN) the portion of the Bid Price that corresponds to expenditures incurred in Ngultrum (BTN) in Bhutan. |
| **ITB 23.3** | The period of time for which the Goods are expected to be functioning (for the purpose of spare parts, special tools, etc) is **1*2 months.*** |
| **ITB 24.1 (a)** | Manufacturer’s authorization ***is***required. |
| **ITB 24.1 (b)** | After sales services, maintenance and repair shall be provided for at for one year., |
| **ITB 25.1** | The Bid validity period shall be ***60 days***. |
| **ITB 26.1** | The amount and currency of the Bid Security is ***2% of the Total quoted Bid Price and the currency should be in Bhutanese Ngultrum in favour of:***  Address: ***Bhawana Kafley, WWF,Thimphu, Bhutan*** |
| **E. SUBMISSION AND OPENING OF BIDS** | |
| **ITB 27.1 and**  **28.1** | In addition to the original of the Bid, the number of copies is: **1 (One) Cop**y |
| **ITB 28.3 (c)** | The name and identification number of the Contract is  **PCA-GR00040501- *Waste and Climate Change Project:***  ***Supply, install and commission of 1TPD Compressed Biogas (CBG) System from food waste.*** |
| **ITB 28.3 (d)** | The time and date for Bid Opening is ***3:30PM* Bhutan time on *3rd September 2021*** |

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| **ITB 28.7** | Bidders ***shall not***have the option of submitting their Bids electronically. |
| **ITB 29.1** | For Bid submission purposes, the Purchaser’s address is:  Attention: ***Bhawana Kafley***  Address: ***WWF Bhutan, Thimphu, Bhutan***  The deadline for the submission of Bids is:  Date: ***3rd September 2021***  Time: ***3:00 PM Bhutan time*.** |
| **ITB 32.1** | The Bid Opening shall take place at:  Address: ***WWF Bhutan Program Office, Thimphu,* Bhutan**.  Date: ***3rd September 2021:***  Time: ***3:30 PM Bhutan Time.*** |
| **F. EVALUATION AND COMPARISON OF BIDS** | |
| **ITB 40.1** | A margin of ten percent (10%) Domestic Preference ***shall not*** apply. |
| **ITB 41.3 (a)** | Evaluation will be done for ***as one package and as per evaluation criteria outlined in the BDS.*** |

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| **ITB 41.3 (e)** | The adjustments shall be determined using the following criteria from amongst those set out in Section III, Evaluation and Qualification Criteria:   1. Deviation in payment schedule: ***No*** 2. The cost of major replacement components, mandatory spare parts, and   service: ***Yes***  ***Warranty for the major parts shall remain valid for Twelve (12) months after commission of the system.***   1. The availability in Bhutan of spare parts and after-sales services for the equipment offered in the Bid ***Yes***   ***The bidder must showcase its capability to ensure supply of critical spare parts to fulfil the warranty obligation of the contract in order to provide after sale service****s*   1. The projected operating and maintenance costs during the life of the   equipment : **No** |
|  | 1. The performance and productivity of the equipment offered: ***Yes***   ***The bidder is required to furnish authentic documents acceptable to the purchaser on the functional performance and efficiency of the equipment offered;***  ***1. Data Sheet/Brochure etc., any relevant documents***  ***2. Certified test result for the components of the system***  ***3. Key personnel with a proof of certified installer(s) and prior experience in the installation, testing, & commissioning of of CBG system.***  ***4.Key personal with required skills to provide aftersales services.*** |
| ITB 41.6 | Bidders **shall not** be allowed to quote separate prices for one or more lots. |
| **G. AWARD OF CONTRACT** | |
| ITB 47.1 | The maximum percentage by which quantities may be increased is ***0* %**  The maximum percentage by which quantities may be decreased is ***0* %** |

# SECTION III. EVALUATION AND QUALIFICATION CRITERIA

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

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

1. Deviation in Payment Schedule. *(insert one of the following)*
   1. *Bidders shall state their Bid price for the payment schedule outlined in the SCC. Bids shall be evaluated on the basis of this base price. Bidders are, however, permitted to state an alternative payment schedule and indicate the reduction in Bid Price they wish to offer for such alternative payment schedule. The Purchaser may consider the alternative payment schedule and the reduced Bid Price offered by the Bidder selected on the basis of the base price for the payment schedule outlined in the SCC.*
2. Cost of major replacement components, mandatory spare parts, and service. *(insert one of the following)*
   1. *The list of items and quantities of major assemblies, components and selected spare parts likely to be required during the initial period of operation specified in BDS Sub-Clause ITB 23.3 is in the List of Goods. An adjustment equal to the total cost of these items, at the unit prices quoted in each Bid, shall be added to the Bid Price, for evaluation purposes only.*

or

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

1. Availability in Bhutan of spare parts and after sales services for equipment offered in the Bid.

An adjustment equal to the cost to the Purchaser of establishing the minimum service facilities and parts inventories, as outlined in BDS Sub-Clause ITB 41.3 (e), if quoted separately, shall be added to the Bid Price, for evaluation purposes only*.*

1. Projected operating and maintenance costs.

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

1. Performance and productivity of the equipment. (insert one of the following)
   1. Performance and productivity of the equipment. An adjustment representing the capitalized cost of additional operating costs over the life of the plant will be added to the Bid Price, for evaluation purposes, if specified in BDS Sub-Clause ITB 41.3(e). The adjustment will be evaluated based on the drop in the guaranteed performance or efficiency offered in the Bid below the norm of 100, using the methodology specified in BDS Sub-Clause ITB 41.3 (e).

or

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

1. Specific additional criteria

***Bidders shall submit the detailed design and BoQ (built up quantities) of the system to be offered. The design and technology should be acceptable to the purchaser. The purchaser shall reserve the right to accept or reject the Design and technology proposed****.*

## **2.Multiple Contracts (ITB 41.6)**

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

The Purchaser shall:

1. evaluate only lots or contracts that include at least the percentages of items per lot and quantity per item as specified in ITB Sub-Clause 18.7.
2. take into account:
   1. the lowest-evaluated Bid for each lot; and
   2. the price reduction per lot and the methodology for its application as offered by the Bidder in its Bid.

# SECTION IV. BIDDING FORMS TABLE OF FORMS

## **Bidder Information Form**

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

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

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

Page of\_ pages

|  |
| --- |
| 1. Bidder’s Legal Name *[insert Bidder’s legal name]* |
| 2. In the case of a Joint Venture, Consortium or Association (JV/C/A) legal name of each party:  *[insert legal name of each party in JV/C/A]* |
| 3. Bidder’s actual or intended Country of Registration: *[insert actual or intended Country of Registration]* |
| 4. Bidder’s Year of Registration: *[insert Bidder’s year of registration]* |
| 5. Bidder’s Legal Address in Country of Registration: *[insert Bidder’s legal address in country of registration]* |
| 6. Bidder’s Authorized Representative Information Name: ***[insert Authorized Representative’s name]***Address: ***[insert Authorized Representative’s Address]***  Telephone/Fax numbers: *[insert Authorized Representative’s telephone/fax numbers]*  E-mail Address: *[insert Authorized Representative’s e-mail address]* |
| 7. Attached are copies of the following original documents: *[check the box(es) of the attached original documents]*   * Articles of Incorporation or Registration of firm named in 1 above, in accordance with ITB Sub-Clause 3.1. * In the case of a JV/C/A, letter of intent to form the JV/C/A, or the JV/C/A agreement, in accordance with ITB Sub-Clause 24.1 (c) (v). * In the case of a government owned entity from Bhutan, documents establishing legal and financial autonomy and compliance with commercial law, in accordance with ITB Sub-Clause 3.3. * Power of attorney authorizing the signatory of the Bid to sign on behalf of the Bidder. |

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

*[The Bidder shall fill in this Form in accordance with the instructions indicated below].*

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

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

Page of\_ pages

|  |
| --- |
| 1. Bidder’s Legal Name: *[insert Bidder’s legal name]* |
| 2. JV/C/A Party’s legal name: *[insert JV/C/A Party’s legal name]* |
| 3. JV/C/A Party’s Country of Registration: *[insert JV/C/A Party’s country of registration]* |
| 4. JV/C/A Party’s Year of Registration: *[insert JV/C/A Party’s year of registration]* |
| 5. JV/C/A Party’s Legal Address in Country of Registration: *[insert JV/C/A Party’s legal address in country of registration]* |
| 6. JV/C/A Party’s Authorized Representative Information  Name: *[insert name of JV/C/A Party’s authorized representative]*  Address: *[insert address of JV/C/A Party’s authorized representative]*  Telephone/Fax numbers: *[insert telephone/fax numbers of JV/C/A Party’s authorized representative]*  E-mail Address: *[insert e-mail address of JV/C/A Party’s authorized representative]* |
| 7. Attached are copies of the following original documents: *[check the box(es) of the attached original documents]*   * Articles of Incorporation or Registration of firm named in 2 above, in accordance with ITB Sub-Clause 3.1. * In the case of a government owned entity from Bhutan, documents establishing legal and financial autonomy and compliance with commercial law, in accordance with ITB Sub-Clause 3.3. |

## **Bid Submission Sheet**

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

Date: *[insert date of Bid submission]*

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

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

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

We, the undersigned, declare that:

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

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

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

**Methodology of Application of the Discounts.** The discounts shall be applied using the

following methodology:

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

1. Our Bid shall be valid for a period of *[insert number] days* from the date fixed for the Bid submission deadline in accordance with ITB Sub-Clause 29.1, and it shall remain binding upon us and may be accepted at any time before expiry of that period;
2. If our Bid is accepted, we commit to provide a Performance Security in accordance with ITB Clause 51 and GCC Clause 19 for the due performance of the Contract;
3. We are not participating, as Bidders, in more than one Bid in this bidding process, other than any alternative offers submitted in accordance with ITB Clause 17;
4. We, including any subcontractors or suppliers for any part of the Contract, have nationality from eligible countries, viz: *[insert the nationality of the Bidder, including that of all parties that comprise the Bidder if the Bidder is a JV/C/A, and the nationality each subcontractor and supplier]*
5. We have no conflict of interest pursuant to ITB Sub-Clause 3.2;
6. Our firm, its affiliates or subsidiaries - including any subcontractors or suppliers for any part of the contract - has not been declared ineligible by the Purchaser under the laws or official regulations of Bhutan, in accordance with ITB Sub-Clause 3.4;
7. The following commissions, gratuities or fees have been paid or are to be paid with respect to the bidding process or execution of the Contract: *[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity]*

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
|  | Name of Recipient |  | Address |  | Reason |  | Amount |  |
|  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |

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

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

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

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

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

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

Dated on day of , *[insert date of signing]*

## 

## **Price Schedule Forms**

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

## **Price Schedule: Goods Manufactured Outside the Purchaser’s Country, to be Imported**

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

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

Section IV. Bidding Forms

## **Price Schedule: Goods Manufactured Outside the Purchaser’s Country, already imported**

|  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| (Group C Bids, Goods already imported) Currencies in accordance with ITB 20 | | | | | | | | | Date:  RFB No:  Alternative No:  Page N° of | | |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 |
| Line Item  N° | Description of Goods | Country of Origin | Delivery Date as defined by Incoterms | Quantity and physical unit | Unit price including Custom Duties and Import Taxes paid,  in accordance with ITB 18.6(c)(i) | Custom Duties and Import Taxes paid per unit in  accordance with ITB 18.6(c)(ii) ,  [to be supported  by documents] | Unit Price net of custom duties and import taxes, in accordance with ITB 18.6  (c) (iii) (Col. 6 minus  Col.7) | Price per line item net of Custom Duties and Import Taxes paid,  in accordance with ITB 18.6(c)(i)  (Col. x58) | Price per line item for inland transportation and other services required in the Purchaser’s Country to convey the goods to their final destination, as specified in BDS in accordance with ITB  18.6 (c)(v) | Sales and other taxes paid or payable per item if Contract is awarded (in accordance with ITB 18.6(c)(iv) | Total Price per line item (Col. 9+10+11) |
| *[insert number of the item]* | *[insert name of Goods]* | *[insert country of origin of the Good]* | *[insert quoted Delivery Date]* | *[insert number of units to be supplied and name of the physical unit]* | *[insert unit price per unit]* | *[insert custom duties and taxes paid per unit]* | *[insert unit price net of custom duties and import taxes]* | *[insert price per line item net of custom duties and import taxes]* | *[insert price per line item for inland*  *transportation and other services required in the Purchaser’s Country]* | *[insert sales and other taxes payable per item*  *if Contract is awarded]* | *[insert total price per line item]* |
|  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |
|  | | | | | | | | | | Total Bid Price |  |

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

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

Section IV. Bidding Forms

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

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

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

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Section IV. Bidding Forms

## **Price and Completion Schedule - Related Services**

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

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

## **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]*

**Beneficiary:** *[Name and Address of Purchaser]*

Date:

BID GUARANTEE No.:

We have been informed that *[insert name of the Bidder]* (hereinafter called “the Bidder”) has submitted to you its Bid dated (hereinafter called “the Bid”) for the execution of *[insert name of Contract]* under Invitation for Bids No. *[insert IFB number]* (“the IFB”).

Furthermore, we understand that, according to your conditions, Bids must be supported by a Bid Guarantee.

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:

1. has withdrawn its Bid during the period of Bid validity specified by the Bidder in the Form of Bid; or
2. 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)]*

## **Manufacturer’s Authorization**

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

Date: *[insert date of Bid Submission]*

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

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

To: *[insert complete name of the 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 Clause 29 of the General Conditions of Contract, with respect to the Goods offered by the above firm.

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

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

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

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

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

## **INTEGRITY PACT**

1. **General:**

Whereas *(Name of head of the procuring agency or his/her authorized representative, with power of attorney)* representing the (*Name of procuring agency*), Royal Government of Bhutan, hereinafter referred to as the **“Employer”** on one part, and *(Name of bidder or his/her authorized representative, with power of attorney)* representing M/s. (*Name of firm*), hereinafter referred to as the **“Bidder”** on the other part hereby execute this agreement as follows:

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

1. **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[[11]](#footnote-11)** and **contract administration[[12]](#footnote-12)**, with a view to:

* 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. 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.

1. **Scope:**

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

1. **Commitments of the Employer:**

The Employer Commits itself to the following:-

* 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.
  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.
  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. 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.

1. **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 :-

* 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.
  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.
  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.

1. **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.

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

1. **Monitoring and Administration:**
   1. The respective procuring agency shall be responsible for administration and monitoring of the IP as per the relevant laws.
   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

Affix Legal Stamp

EMPLOYER BIDDER/REPRESENTATIVE

Witness: Witness:

Name: Name:

## **Letter of Intent**

*(Letterhead paper of the Employer)*

|  |
| --- |
| **Notes on standard form of letter of Intent**  *This issuance of Letter of Intent(always before letter of acceptance) is the information of the selection of the bid of the successful bidder by the Employer and for providing information to other unsuccessful bidders who participated in the bid as regards the outcome of the procurement process*  *The Employer shall allow 10 days as described in ITB 35.2 between this letter of intent and letter of acceptance to allow aggrieved bidders to complaint the decision if they feel they have treated unfairly.* |

(*Insert date*)

To: [*Name and address of the Supplier*]

This is to notify you that, it is our intention to award the contract for your Bid dated----------------

--------[*Insert date*] for execution of the--------------------------------------------------------[*Insert name of the contract and identification number, as given in the BDS/SCC*] for the Contract Price of-----

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

Authorized Signature: -----------------------------------------------------------------------

Name and Title of Signatory:---------------------------------------------------------------

Name of Agency: -----------------------------------------------------------------------------

CC:

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

## 

# SECTION V: ELIGIBLE COUNTRIES

Eligibility for the Provision of Goods and Related Services in RGoB-financed Procurement

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

* 1. as a matter of law or official regulation, the RGoB prohibits commercial relations with that Country; or
  2. by an Act of Compliance with a Decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the RGoB prohibits any import of Goods from that Country or any payments to persons or entities in that Country.

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

1. With reference to Paragraph 1.1 above:

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

1. With reference to Paragraph 1.2 above:

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

**PART 2**

**SUPPLY REQUIREMENTS**

## 

# SECTION VI: SCHEDULE OF SUPPLY

## Notes for Preparing the Schedule of Supply

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

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

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

## **1. List of Goods and Delivery Schedule**

Section VI: Schedule of Supply

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **Line Item No** | **Description of Goods** | **Quantity** | **Physical unit** | **Final (Project Site) Destination as specified in BDS** |  | |
| **Delivery Date** | **Bidder’s Offered Delivery Date [*to be provided by the Bidder*]** |
|  |  |  |  |  | *Within 2 months from the date of contract Signing* |  |
| *1* | *1TPD Compressed Biogas system from food waste including feed stock delivering lot, Biogas digester, Gas holder, Purification compartment, Slurry management lot all in complete set* | *1 set* | *set* | *Lungtenphu,Thimphu, Bhutan* | *[insert the number of days following the date of effectiveness the Contract]* |

## **2. List of Related Services and Completion Schedule**

Section VI: Schedule of Supply

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Service** | **Description of Service** | **Quantity1** | **Physical Unit** | **Place where Services shall be performed** | **Final Completion Date(s) of**  **Services** |
| *Install and commissioning of 1TPD Compressed biogas system 1* | 1. *Supply and installation of 1TPD CBG system to the site in complete*  * *including:* * *Fabrication of digester and gas holder* * *Installation of methane purification system.* * *Installation of feedstock treatment, sorting, segregation lot and conveyor systems.* * *Construction of Bottling or compression of methane gas component* * *Installation of Bio-slurry storage and biofertilizer drying and packaging platform.* | *all in complete set* | *NA* | *RBA,Lungtenphu, Thimphu* | *Not later than December 2021* |

1. If applicable

Section VI: Schedule of Supply

## **3. Technical Specifications**

**The Specification in general is 1TPD Compressed Biogas system from food waste.**

**The system shall comply with international standards and quality.**

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

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

1. Standards of materials and workmanship required for the production and manufacturing of the Goods.
2. Detailed tests required (type and number).
3. Other additional work and/or Related Services required to achieve full delivery/ completion.
4. Detailed activities to be performed by the Supplier, and participation of the Purchaser

therein.

1. List of detailed functional guarantees covered by the Warranty and the specification of the liquidated damages to be applied in the event that such guarantees are not met.
   * *The TS shall specify all essential technical and performance characteristics and requirements, including guaranteed or acceptable maximum or minimum values, as appropriate. Whenever necessary, the Purchaser shall include an additional ad-hoc bidding form (to be an Attachment to the Bid Submission Sheet), where the Bidder shall provide detailed information on such technical performance characteristics in respect of the corresponding acceptable or guaranteed values.*

*When the Purchaser requests that the Bidder provides in its Bid a part or all of the Technical Specifications, technical schedules or other technical information, the Purchaser shall specify in detail the nature and extent of the required information and the manner in which it has to be presented by the Bidder in its Bid.*

Section VI: Schedule of Supply

### Summary of Technical Specifications.

*The Goods and Related Services shall comply with following Technical Specifications and Standards:*

|  |  |  |
| --- | --- | --- |
| ***Item No*** | ***Name of Goods or Related Service*** | ***Technical Specifications and Standards*** |
| *1* | *Supply, install and commissioning of 1TPD compressed Biogas (CBG) System specifically designed for food waste* | *The goods shall comply with international standards with high quality of workmanship.* |

*Detailed Technical Specifications and Standards [whenever necessary].*

*”*

## **4. Drawings**

These Bidding Documents include ***No***drawings.

***The Detail of Drawing/design of the system to be proposed by the bidder. The proposed drawing/design shall be under moderation by the purchaser and the purchaser reserves the right to accept or reject the proposal.***

## **5. Inspections and Tests**

The following inspections and tests shall be performed:

***The following inspections and tests shall be performed:. Tests shall be performed in accordance with the relevant standards. The routine tests, including but not limited to those listed below, shall be carried out.***

***If the tests are not witnessed by the Purchaser’s representative, test certificates shall be submitted to the Purchaser for approval. Dispatch clearance will be given only if the test results are approved. If the purchaser is unable to physically visit the factory site for the inspection and testing due to current COVID situation, the supplier shall submit a following test report with evidences to the purchaser for clearance,***

***a. Inspection for conformity with the technical specifications as per the standards mentioned in technical specification***

***b. Functional Tests,***

***c. Check of dimensions and quality of workmanship will be carried out at site***

***e. The inspection and supervision shall be carried out at site by the purchaser.***

1. 1. A brief description of the type(s) of Goods should be provided, including quantities, location of Project, required delivery period and other information necessary to enable potential Bidders to decide whether or not to respond to the Invitation. The Bidding Documents may require Bidders to have specific experience or capabilities; such requirements should also be included in this paragraph,

   [↑](#footnote-ref-1)
2. 1. Occasionally, contracts may be financed out of special funds that would restrict eligibility to a particular group of countries. When

   this is the case, it should be mentioned in this paragraph [↑](#footnote-ref-2)
3. 1. For example, 9.00 AM to 5.00 PM.
   2. For example, cashier’s check, direct deposit to specified account number, etc

   [↑](#footnote-ref-3)
4. [↑](#footnote-ref-4)
5. In this context, any action taken by a Bidder, Supplier, Contractor or a Subcontractor to influence the procurement process or contract execution for undue advantage is improper. [↑](#footnote-ref-5)
6. “another party” refers to a public official acting in relation to the procurement process or contract execution. In this context, “public official” includes staff and employees of any organizations (including any institutions providing finance for the Goods) taking or reviewing procurement decisions. [↑](#footnote-ref-6)
7. “anything of value” includes, but is not limited to, any gift, loan, fee, commission, valuable security or other asset or interest in an asset; any office, employment or contract; any payment, discharge or liquidation of any loan, obligation or other liability whatsoever, whether in whole or in part; any other services, favour or advantage, including protection from any penalty or disability incurred or apprehended or from any action or proceeding of a disciplinary or penal nature, whether or not already instituted and including the exercise or the forbearance from the exercise of any right or any official power or duty. [↑](#footnote-ref-7)
8. a “party” refers to a public official; the terms “benefit” and “obligation” relate to the procurement process or contract execution; and the “act or omission” is intended to influence the procurement process or contract execution. [↑](#footnote-ref-8)
9. “parties” refers to participants in the procurement process (including public officials) and an “improper purpose” includes attempting

   to establish bid prices at artificial, non competitive levels. [↑](#footnote-ref-9)
10. a “party” refers to a participant in the procurement process or contract execution. [↑](#footnote-ref-10)
11. Bidding process, for the purpose of this IP, shall mean the procedures covering tendering process starting from bid preparation,

    bid submission, bid processing, and bid evaluation [↑](#footnote-ref-11)
12. Contract administration, for the purpose of this IP, shall mean contract award, contract implementation, un-authorized sub- contracting and contract handing/taking over [↑](#footnote-ref-12)