

KHORLOCHHU HYDRO POWER LIMITED
CONTRACTS & PROCUREMENT DIVISION
TRASHIYANGSTE, BHUTAN



STANDARD BIDDING DOCUMENT

Domestic Competitive Bidding

**SUPPLY AND DELIVERY OF VEHICLE TYRES
AND LUBRICANTS**

Tender No.: 05/KHPL/C&PD/PROC/2026/2-16321

Dated: July 04, 2026

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

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NOTICE INVITING QUOTATION
for
“Supply and Delivery of Vehicle Tyres and Lubricants”

Tender No: 05/KHPL/C&PD/PROC/2026/2-16321

Date: 04.07.2026

Khorlochu Hydro Power Limited (KHPL) is pleased to invite bids from eligible bidders for the **“Supply and Delivery of Vehicle Tyres and Lubricants”** as per the scope of work mentioned hereinafter.

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

NIQ No.	:	05/KHPL/C&PD/PROC/2026/2-16321 dated 04.07.2026
Last date for Bid receipt & time	:	August 03, 2026, by 10:30 Hrs (BST)
Bid opening date & time	:	On August 03, 2026, at 11:00 Hrs (BST) at KHPL, Corporate office, Doksum New Township, Trashiyangste
Clarification of the Bidding document		Not later than five days from the last date of bid submission.
No of Copies		In addition to the original copy of the bid, a copy shall be submitted marked Original & Copy.

2. Bid Security must accompany all Bids for an amount of **BTN. 17,000.00 (seventeen thousand)** only, in the form of a Demand Draft /Cash Warrant/Bank Guarantee, issued by any Financial Institutions, acceptable and enforceable by Financial Institutions in Bhutan and shall remain valid till **November 03, 2026**. Bids not accompanied by an acceptable Bid Security as specified in Bidding Documents or Bids accompanied with Bid Security of inadequate value and validity shall be rejected by KHPL at the time of the opening.
3. The offer should be kept in a sealed envelope and must either be sent by Registered post or delivered personally at the address given below latest by **August 03, 2026, 10:30 Hrs (BST)**. The bids shall be opened at the **Corporate Office, KHPL, Doksum New Township, Trashiyangste**, on the same date at **11:00 Hrs (BST)** in the presence of bidders or their authorized representatives who may wish to attend the opening of bids. Any late bids will be rejected.
4. In case of an unscheduled holiday on the last date for Bid receipt, the Bid receipt date/time and bid opening date and time will get extended up to the next working day.
5. If the Bid Documents are transferred to an authorized agent/dealer duly authorized by the party to whom the Bid documents have been issued originally a proper letter of authorization *should* be sent in advance by the party invited to Bid. A copy of such authorization should also be enclosed to the bid with suitable remarks superscripted on the face of the envelope.

In case of any change in the name and address of the employer/ KHPL vis a vis the name and address at which the Bid documents have been sent, the bidders are requested to intimate the change in advance supported by relevant documents failing which the offer may be treated as unsolicited and run the risk of not being opened.

6. The bid document for the above procurement comprises of the following Sections:

SECTION I - INSTRUCTIONS TO BIDDERS

SECTION II - BIDDING FORMS

SECTION III - GENERAL PURCHASE CONDITION

SECTION IV - TECHNICAL SPECIFICATION

SECTION V - CONTRACT FORMS

7. You are requested to submit your most competitive offer in a sealed envelope superscribing the following details on the right-hand top corner:

KHPL's NIQ No. _____

Bid Receipt date _____

Brief description of the Supply: _____

Bidder's Name: _____

8. Offers must be addressed to:

General Manager,
Contracts & Procurement Division,
Khorlochhu Hydro Power Limited,
Corporate Office, Doksum New Township, Trashiyangtse, Bhutan

9. The Bid should be valid for a period of sixty (60) days from the date of Bid Opening.

10. **Delivery Schedule and Place**

Date of Completion of Delivery¹: **60 days** from the date of issue of Supply Order

Place to be delivered: **KHPL, Doksum New Township, Trashiyangtse**

11. **Contact Personnel**

Interested bidders may contact the following person (Nodal officer) for any clarification:

Name: Ugyen Namgay
Designation: AEE
Contracts & Procurement Division,
Khorlochhu Hydro Power Limited,
Corporate Office, Doksum New Township, Trashiyangtse, Bhutan
Phone No. 17708664, E-mail: u.namgay6030@khpl.bt

12. **Address for delivery of the Bid:**

General Manager,
Contracts & Procurement Division,
Khorlochhu Hydro Power Limited,
Corporate Office, Doksum New Township, Trashiyangtse, Bhutan
Phone No. 17289767/17708664, E-mail: gm.cnp@khpl.bt

¹In case of staggered Delivery requirement, indicate the phased Delivery schedule

SECTION I - INSTRUCTION TO BIDDERS

SECTION I - INSTRUCTION TO BIDDERS

ITB. 1 Bidding Documents

ITB.1.1 The detailed scope of supply of goods required with technical specifications, bidding procedures and contract terms are prescribed in the Bidding Document. This Bidding Document includes the following:

- a) Notice Inviting Tender
- b) Instruction to Bidders
- c) Bidding Forms
- d) General Purchase Conditions
- e) Technical Specifications
- f) Contract Forms

All these documents collectively or separately referred to as Bid Documents.

ITB.1.2 The bidder is expected to examine all instructions, forms, terms and specifications in the Bid Document. Failure to furnish all information required as per the Bid Document or submission of a bid not substantially responsive to the Bid Document in every respect will be at the Bidder's risk & responsibility and may result in rejection of their bid.

ITB. 2 Amendment of Bidding Documents

ITB.2.1 At any time prior to the deadline for submission of bids, the KHPL may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bid Document through an Addendum.

ITB.2.2 The Addendum, if any shall be available for downloading from KHPL's website by prospective Bidders to whom KHPL had issued the Bid Documents. The KHPL may, at its discretion, extend the deadline for bid submission, if the Bidders are expected to require additional time in which to take the Addendum into account in preparation of their bid or for any other reason. The addendum shall also be sent in writing to all prospective bidders who have registered with KHPL or to whom the bidding document has been issued.

ITB. 3 Clarification on Bidding Document

ITB.3.1 The Bidder shall examine the Bidding Documents thoroughly in all respects and if any conflict, discrepancy, error or omission is observed, Bidder may request clarification promptly. A prospective Bidder requiring any clarification on Bidding Documents may notify KHPL in writing to the address mentioned in NIQ, not later than the date and time specified therein.

ITB.3.2 KHPL will issue clarification(s) as it may think fit in writing. All such clarifications shall form part of the Bidding Documents and shall accompany the Bidder's offer. Copies of KHPL's response (including an explanation of the query but without identifying its source) will be sent to all prospective Bidders who have registered with KHPL or to whom the Bidding Documents are issued.

ITB.3.3 Bidders shall not be allowed to seek any clarification of the Bidding Documents in person or by telephone or other verbal means. Any queries sent by the Bidders after the date and time notified in the NIQ or extended date, if any, shall not be entertained.

ITB. 4 Language of Bid

ITB.4.1 The Bid, and all correspondence and documents related to the Bid shall be in English. Additional/supporting documents provided by the Bidder related to the Bid shall be in English and if in any other language should be translated to English. The English translation shall prevail for the purpose of bid interpretation.

ITB. 5 Cost of Bid Preparation

ITB.5.1 Bidders shall bear all costs associated with the preparation and submission of bid. KHPL, hereinafter referred to as Purchaser/ employer, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

ITB. 6 Modification and Withdrawal of Bids

ITB.6.1 The bidder, on submission of written application, may modify or withdraw its bid after the bid's submission but prior to the deadline for submission of bid.

ITB.6.2 No bid can be modified subsequent to the deadline for submission of bids.

ITB.6.3 No bid will be withdrawn in the interval between the deadline for submission of bid and expiration of the period of the bid validity or any extension thereof.

ITB. 7 Price Schedule

ITB.7.1 Price should be quoted in Bidding Form 2: Price Schedule Forms

ITB.7.2 Price quoted by the Successful Bidder must remain firm during the entire period of performance of the Contract and is not subject to variation on any account unless otherwise specified by the KHPL in the Bid Documents.

ITB.7.3 A Bid submitted by Bidder with price adjustment condition shall be treated as non- responsive and shall be rejected unless and otherwise permitted by the KHPL.

ITB.7.4 A Bid submitted with a fixed price quotation against Bids invited with price variation will not be rejected but the price adjustment shall be treated as zero for the purpose of evaluation of bid.

ITB. 8 Correction of Arithmetical Errors in the Price Bid

ITB.8.1 Arithmetical errors will be corrected at the time of evaluation of Price Bid and the corrected figure will be considered as evaluated Bid price. The corrections in the Bid price shall be done as per the provisions of this clause and shall be binding on the Bidder. If the Bidder does not accept the correction of errors as per the provisions of this clause the Bid will be rejected and the Bid security will be forfeited.

ITB.8.2 If there is a discrepancy between the product of unit price and quantity for each item, and the total price, the unit price and quantity will prevail and the total price shall be corrected unless in the opinion of the KHPL there is an obviously gross misplacement of decimal point in the unit rate, or ignoring to put any zero or putting any extra Zero in the unit price in which case, the total of line item as quoted will govern and unit rate will be corrected accordingly.

ITB.8.3 If there is discrepancy between summation of subtotals and total price, the summation of subtotal price shall prevail, and the total price shall be corrected.

ITB.8.4 If there is a discrepancy between words and figure of the total price for each item wherever the Bid document requires the figures to be written in both words and figures the amount in words will prevail unless the amount expressed in word has an arithmetic error.

ITB.8.5 In case the Bidder has not filled up unit price against any item, KHPL shall treat the price of unfilled items as zero for the purpose of evaluation& comparison and award (if such Bidder emerges as the lowest evaluated Bidder), with the assumption that the cost have been absorbed elsewhere in the Price Bid.

ITB.8.6 In case price for any specific item is given by a Bidder as lump sum instead of unit rates as required, the KHPL reserves the right to arrive at unit rate on the basis of dividing the quoted lump sum amount by the specified quantity in the Price Schedule. In case of multiple items if the Bidder has quoted a lump sum price, in the event such Bidder is declared successful, the break-up of unit prices shall be discussed and agreed during the pre-award discussions with

the Bidder subject to the lump-sum amount as quoted by the Bidder, and the break-up as agreed shall form part of the Letter of Award.

ITB. 9 Period of Validity of Bids

ITB.9.1 Bids shall remain valid for a period as specified in the NIQ. A bid valid for a shorter period shall be rejected by the KHPL as non-responsive.

ITB.9.2 In exceptional circumstances, prior to expiry of the bid validity, KHPL 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 be extended for a corresponding period. A bidder may refuse the request to extend the validity of its bids without forfeiting its bid security. A bidder granting request shall not be required or permitted to modify its bids.

ITB. 10 Currency of Bid

ITB.10.1 The unit rates and prices shall be quoted by the Bidder in the local currency except in case of goods to be imported to kingdom of Bhutan. In those cases, the prices can be quoted in any freely convertible currency.

ITB.10.2 The rates of exchange to be used for conversion into Bhutanese Ngultrum for evaluation and comparison, shall be selling exchange rate on the date of Bid opening or immediate preceding date if rate of exchange for the date of Bid opening is not available as posted by the Royal Monetary Authority of the Kingdom of Bhutan.

ITB.10.3 The Bids shall be evaluated in accordance with **ITB. 16**, but the payment shall be made in the currency of Bid.

ITB. 11 Bid Security²

ITB.11.1 The Bidder shall furnish, as part of its bid, bid security denominated in the currency and in the amount as specified in NIQ. The Bid Security shall be submitted in the form of an irrevocable bank guarantee /cash warrant/demand draft/Banker's cheque /cash order payable to the KHPL as per **Form 1: Bid Security (Bank Guarantee)** issued by any Financial Institution of Bhutan or any Foreign bank acceptable and enforceable by Financial Institution of Bhutan.

ITB.11.2 The Bid Security will remain valid till Thirty (30) days after the Bid validity as specified in the NIQ.

ITB.11.3 The bid security shall be forfeited:

ITB.11.3.1 If a bidder withdraws its bid during the period of bid validity as per **ITB. 9.1**;

ITB.11.3.2 If a bidder does not accept the arithmetical corrections of its bid price, as per **ITB.8.1**.

ITB.11.4 Immediately after the award of contract the bid security of all the unsuccessful bidders, shall be returned within fifteen (15) working days of the award of contract/Purchase Order. In case of single stage-two envelope mode of tendering, bid security of non-responsive bids shall be returned immediately after technical evaluation.

ITB.11.5 The bid security of the successful bidder shall be returned immediately after the signing of the contract/ issue of the Purchase order.

ITB. 12 Documents comprising the bids

ITB.12.1 The bid submitted by the Bidder shall comprise the following documents:

- a) Original Demand Draft/Bank Guarantee for the amount of Bid Security as specified in NIQ where applicable;
- b) Statement of Compliance as per Form 3: Statement of Compliance;

² This clause will not be included in those cases where Bid security is not required

- c) Price Schedule Form as per Form 2: Price Schedule Forms;
- d) Valid Trade License and latest Tax Clearance Certificate;
- e) Power of Attorney, if required;
- ~~f) **Must furnish the Original Dealership Certificate or letter from the Manufacturer and/or Authorized Distributors for specific brand(s) of Laptops quoted.**~~
- g) Any other additional information/documents which the bidder wishes to provide in his bid.

ITB. 13 Signing of Bids

ITB.13.1 The Bid shall be typed or written in indelible ink and shall be signed by a person (s) duly authorized by the Bidder with official seal. However, any published document submitted along with the Bid shall be signed by the authorized signatory (ies) at least on the first page and last page of such document. Bids sent by Fax/ or on email/ will not be accepted.

ITB. 14 Submission of Bids

ITB.14.1 Each Bidder shall be permitted to submit only one Bid against any NIQ in single outer envelope addressed to the KHPL. The outer envelope shall also bear the scope of the supply and NIQ reference. In case, a Bidder and its Affiliate have submitted separate Bids, against the same NIQ, all such Bids shall be rejected.

ITB.14.2 Bids shall be submitted in the manner as specified in this Bid Document.

ITB.14.3 Bids are to be submitted in a single closed Cover Envelope containing Envelope I and Envelope II (in case of Single Stage Single Envelope) or Envelope I, Envelope II and Envelope III (in case of Single Stage Two Envelope) with superscription ***[Supply and Delivery of Vehicle Tyres and Lubricants, Envelope -I (Bid Security), Envelope -II (Bid Documents and Price Schedule)]*** on envelope. All envelopes shall be sealed with adhesive or other sealant to prevent reopening and be signed across their seals by the person authorized to sign the Bid on behalf of the Bidder.

ITB. 15 Opening of Bid

ITB.15.1 In the case of Single Stage Two Envelope Bids, on the deadline for submission of Bid the non-financial Bid shall only be opened. The date for opening of the Price Bid shall be intimated at the appropriate time to the Bidders whose Bid is found responsive in the techno-commercial evaluation. The technical and financial Bid shall be opened on

the date and time so specified in the presence of representatives of the Bidder who wish to attend. During the Price Bid opening the following information shall be publicly announced for the Bidders to note:

- GPC.1.1. The name of the Bidder;
- GPC.1.2. The total price offered;
- GPC.1.3. Discounts offered;
- GPC.1.4. Alternative Bids, if any;
- GPC.1.5. Such other details as KHPL may consider appropriate;
- GPC.1.6. In case of single stage single envelop bidding the price bids will be opened on the Bid opening date specified in the NIQ.

ITB.15.2 KHPL will open the Bids, in the presence of Bidder's representatives who choose to attend at the date, time and place mentioned in the invitation for bid. However, the Bidder's representative must produce an authorization letter from the bidder at the time of opening of tenders. Unless this letter is presented, the representative will not be allowed to attend the opening of tenders. Only two representatives against each bid will be allowed to attend.

ITB.15.3 Bid (if any) for which an acceptable notice of withdrawal has been received shall not be opened. On opening the remaining bids, the KHPL will examine them to determine whether the same are complete, requisite Bid Securities have been furnished, documents have been properly signed and the bids are generally in order.

ITB.15.4 At bid opening, KHPL will announce the Bidders' names, written notifications of bid modifications or withdrawal, if any, furnishing of requisite Bid Security and such other details as the KHPL may consider appropriate.

ITB.15.5 KHPL shall prepare, for its own records, minutes of bid opening.

ITB. 16 Bid Evaluation

ITB.16.1 To facilitate examination, evaluation and comparison of bids the KHPL may, at its discretion, ask the Bidder for clarifications of its bid. The request for clarification and the response shall be in writing and no change in the price or substance of the bid shall be sought, offered or permitted.

ITB.16.2 If the Bid price of the lowest evaluated Bid appears abnormally low and/or seriously unbalanced KHPL may require the Bidder to produce written explanations of justifications and detailed price analysis for any or all items offered. Abnormally low Bid may or may not be accepted. If KHPL decides to accept the abnormally low Bid/or the bid with serious unbalanced rates after considering the above, the Bidder shall be required to provide additional differential security equivalent to the difference between the estimated and quoted price to a maximum of ten percent (10%) of the quoted price, to protect KHPL against any financial loss in the event of default of the successful Bidder under the Contract. If the prices of all the received bids are abnormally high in the discretion of the KHPL, then the KHPL may seek justification from the bidder for the high rates and if necessary negotiate with the lowest evaluated bidder and may reject the bids if considered to be abnormally higher than the estimated cost.

ITB.16.3 Prior to detailed evaluation, KHPL will determine the substantial responsiveness of each bid to the Bidding Document. For the purpose of these paragraphs, a substantially responsive bid is one that conforms to all the terms and conditions of the Bidding Document without material deviations. The KHPL's determination of the bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.

ITB.16.4 A Bid determined as not substantially responsive will be rejected by the KHPL and may not subsequently be made responsive by the Bidder by correction of the non-conformity.

ITB.16.5 The KHPL may waive minor infirmity or nonconformity or irregularity on a bid that does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

ITB.16.6 Normally no request for extension of Bid Opening Date will be entertained. However, in case of any changes in the specifications, inadequate response or for any other reason, KHPL may at its discretion, extend the bid opening date and/or time.

ITB.16.7 ***The evaluation shall be done based on the items wise price quoted, for those technically qualified bidder(s), as per the technical specifications provided in the Price Schedule.***

ITB.16.8 KHPL may grant a margin of preference to goods manufactured in Bhutan in those cases where limited tender inquiry includes foreign bidders who make the bid for the supply of goods manufactured outside the Kingdom of Bhutan, except India. To avail of a margin of preference, the bidder shall provide a value addition certificate from the Ministry of Economic Affairs, Royal Government of Bhutan. For this purpose, the prices quoted by the foreign bidder for goods manufactured out of the Kingdom of Bhutan will be loaded with ten percent (10%) and then the comparison of the total price will be made to arrive at the lowest bidder.

ITB. 17 Contacting the KHPL

ITB.17.1 No Bidder shall contact KHPL on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded.

ITB.17.2 An effort by a Bidder to influence the KHPL in its bid evaluation, bid comparison or Contract award decisions may result in rejection of their bid.

ITB. 18 Award Criteria

ITB.18.1 KHPL will award the Contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined as the lowest evaluated bid.

ITB. 19 Deviation

ITB.19.1 Bidders shall not be permitted to take any deviation from the terms and conditions as specified in the Bidding Documents. However, should the bidders still envisage any exceptions/deviations to the terms and conditions of the Bid Document the same should be indicated in the deviation schedule as per the **Form 4: Deviation Schedule** along with the technical bid. If the proforma is left blank or not submitted, then it will be construed that the bidder has not taken any exception/deviation to the terms and conditions of the Bid Document. Bidders may note that deviations, variations and additional conditions etc. found elsewhere in the bid other than those stated in the Deviation Schedules, save those pertaining to any rebates, shall not be given effect to in evaluation and it will be assumed that the bidder complies to all the conditions of Bidding Documents. In case bidder refuses to withdraw, without any cost to the KHPL, those deviations which the bidder did not state in the Deviation Schedules, the bid security of the bidder may be forfeited.

ITB.19.2 Deviations specifically declared by the bidders in the respective Deviation Schedule only will be taken into account for the purpose of evaluation. The bidders are required to declare the prices for the withdrawal of the deviations declared by them in the deviation Schedule. Such prices declared by the bidders for the withdrawal of the deviations in the Deviation Schedule shall be added to the bid price to compensate for those deviations. In case prices for the withdrawal of deviations are not furnished by the bidder, KHPL shall convert such deviations into BTN value and add to the bid price to compensate for these. In determining the value of the Deviations, KHPL will use parameters consistent with those specified in the specifications and documents and/or other information as necessary and available to KHPL. In case the bidder refuses to withdraw the deviations at the cost of withdrawal indicated by the bidder in the Deviation Schedule, the bid security of the bidder may be forfeited. In case of any deviation in payment terms loading for interest on advance payment of landed cost per annum or as per prevailing market rates shall be considered.

ITB.19.3 KHPL reserves the right to accept any bid and to reject any or all bids and to annul the bidding process and reject all Bids at any time prior to Contract award, without thereby incurring any liability to Bidders or any obligation to inform the affected Bidders on the grounds for such action of the KHPL.

ITB. 20 Notification of Award

ITB.20.1 Prior to expiry of the period of bid validity or extended validity, KHPL will issue a Purchase Order to the successful Bidder(s).

ITB.20.2 The Vendor shall return duplicate copy of the Purchase Order duly signed and stamped, as a token of unconditional acceptance of the purchase order, within fifteen (15) from the date of issue of Purchase Order.

ITB. 21 Debriefing by KHPL

ITB.21.1 On receipt of KHPL's Notification of Award referred to in ITB. 20, an unsuccessful bidder has three (3) working days to make a written request to KHPL for a debriefing. KHPL shall provide a debriefing to all unsuccessful bidders whose request is received within this deadline.

- ITB.21.2 Where a request for debriefing is received within the deadline, KHPL shall provide a debriefing within five (5) working days.
- ITB.21.3 KHPL shall discuss only such Bid and not the bids of other competitors. The debriefing shall not include:
- a. point-by-point comparisons with another Bid; and
 - b. information that is confidential or commercially sensitive to other Bidders.
- ITB.21.4 The purpose of debriefing is to inform the aggrieved bidder of the reasons for the lack of success, pointing out the specific shortcomings in its bid without disclosing contents.

SECTION II - BIDDING FORMS

SECTION II - BIDDING FORMS

Form 1: Bid Security (Bank Guarantee)

(On non-judicial stamp paper of the value relevant to the place of execution)

Bank Guarantee No.

Date.....

To

[KHPL's Name and Address]

Dear Sir/ Madam,

In accordance with NIQ No., M/s having its Registered/Head Office at (here-in-after called the 'Bidder') wish to participate in the said Tender for[Name of Tender]as irrevocable bank guarantee against Bid Security for an amount of[insert in words and figures*]..... valid up to.....[insert date@].....is required to be submitted by the Bidder as a condition precedent for participation in the said Tender which amount is liable to be forfeited on the happening of any contingencies mentioned in the Bidding Documents.

We, the[Name & address of the Bank] having our Head Office at (#) guarantee and undertake to pay immediately on demand by the Khorlochhu Hydro Power Limited (KHPL) or its authorized representative, the amount of[insert in words and figures*]..... without any reservation, protest, demand and recourse. Any such demand made by KHPL shall be conclusive and binding on us irrespective of any dispute or difference raised by the Bidder.

This Guarantee shall be irrevocable and shall remain valid up to(*)..... If any further extension of this guarantee is required, the same shall be extended to such required period on receiving instructions from M/s..... [Bidder's Name]..... on whose behalf this guarantee is issued.

All rights of KHPL under this Guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities there under unless a demand or claim is lodged by KHPL under this Guarantee against the Bank within thirty (30) days from the above mentioned expiry date of validity or, from that of the extended date.

In witness where of the Bank, through its authorised officer, has set its hand and stamp on this.....day of.....20.....at.....

WITNESSES: SIGNATURE OF AUTHORIZED SIGNATORY OF THE BANK

1.

.....
(Signature)

.....
(Name)

.....
(Official Address)

1.

.....
(Signature)

.....
(Name)

.....
(Designation)

Authorized vide
Power of Attorney No:.....
Date.....

2.
.....
(Signature)

.....
(Name)

.....
(Official Address)

2.
.....
(Signature)

.....
(Name)

.....
(Designation)

Authorized vide
Power of Attorney No:
Date.....

- Note:**
1. (*) Shall be as specified in the NIQ.
(@) The Bid security shall be valid till the date as specified in NIQ
(#) Complete mailing address of the Head Office and issuing branch of the Bank to be given with fax no./ telephone no. of the contact person.

Form 2: Price Schedule Forms

1. List of Goods and Delivery Schedule

Sl No	Item Description	Unit	Qty	Rate in Figure (Nu)	Rate in Words	Amount	Make /Brand
1	Tyre 265/60 R18	Nos	7				JK/Apollo/MRF/Bridge stone
2	Tyre 245/75/ R16	Nos	6				JK/Apollo/MRF
3	Tyre 295/90-20 Radial Plain front	Nos	2				JK/Apollo/MRF
4	Tyre-295/90-20 Radial rough back	Nos	4				JK/Apollo/MRF
5	Tyre 7.50-16 Rough Back	Nos	10				JK/Apollo/MRF
6	Tyre 7.50-16 Plain front	Nos	6				JK/Apollo/MRF
7	Tyre 8.25-20 Plain front	Nos	2				JK/Apollo/MRF
8	Tyre 8.25-16 Plain front	Nos	8				JK/Apollo/MRF
9	Engine Oil, Synthetic FA4 5W30	Ltrs	80				
10	Brake oil, DOT 4	Ltrs	10				
11	Transmission oil/Gear oil (SAE80W90 Long drain	Ltrs	30				
12	Coolant (TATA genuine BSVI model T19 color green	Ltrs	40				
13	Oil filter (TATA genuine DEF BSVI filter assy. T19	Nos	4				
14	Fuel filter(TATA genuine DEF BSVI filter assy. T19	Nos	4				
15	Diesel Exhaust Fluid (TATA Genuine DEF BSVI	Ltrs	150				
16	Grease (synthetic grease)	KG	5				
17	Brake Pad (front TATA Genuine BSVI model T19)	Set	8				
18	Brake Pad (Rear TATA Genuine BSVI model T19)	Set	8				

19	Power steering oil Decron IID	Ltrs	9				
20	Rear Axil Oil (Pro FE 80W90 II with SS6592	Ltrs	15				
21	Grease Gun with nipple	Set	1				

Note: Suppliers shall comply fully with the BoQ/Price Schedule and the Technical Specifications. Only the brands specified in this document or equivalent are eligible for quotation. Supporting brochures/catalogues must be submitted, clearly stating the make and brand of the items offered. Suppliers may quote for lubricants only, or for tyres and filters only, depending on their area of supply.

Sealed and Signed

Form 3: Statement of Compliance

To

[KHPL's Name and Address]

Dear Sir/Madam,

With reference to our Bid dated.....for supply of*[insert brief scope of supply]*.....against NIQ No....., we hereby conform that we have read the provisions of following clauses and further confirm that notwithstanding anything stated elsewhere to the contrary, the stipulations of these clauses are acceptable to us and we have not taken any deviation to any of these clauses anywhere in the Bid:

[List of clauses to be inserted with clause heading and reference number, as applicable]

- i. Governing Laws (GPC.3).
- ii. Retention Money (**Error! Reference source not found.**).
- iii. Warranty (GPC.15).
- iv. Limitation of Liability (GPC.16).
- v.
- vi.

We further confirm that any deviation to the above clauses, found anywhere in our Bid, implicit or explicit, shall stand unconditionally withdrawn without any cost implication whatsoever to KHPL failing which the Bid security may be forfeited

Sealed and signed

Form 4: Deviation Schedule (Not Applicable)
(Only exceptions/deviations to be mentioned)

Section No. (Page No.)	Clause No. Sub-clause No.	Details of deviation	Cost Compensation for Deviation	Remarks

Sealed and Signed

SECTION III - GENERAL PURCHASE CONDITIONS

SECTION III - GENERAL PURCHASE CONDITIONS (GPC)

GPC.1

Definition

The following terms and expressions used herein shall have the meaning as indicated therein:

- a) “Bid” means an offer to supply Goods in accordance with the terms and conditions set out in the Bidding Documents inviting such offers. The term “Tender” is synonymous with the term “Bid”;
- b) “Bidder” means an eligible legal entity who has been invited to submit the Bid and have submitted the Bid in response to such invitation; the terms “Bidder” and “Tenderer” are synonymous.
- c) “Bidding Documents” means the set of documents issued by KHPL to potential Bidders in which the specifications, terms and conditions of the proposed procurement are prescribed. The terms “Bidding Documents”, “Tender Documents” and “Bid Documents” are synonymous.
- d) “Goods” means all of the commodities, raw materials, machinery and equipment, and/or other materials, including any object in solid, liquid or gaseous form that has an economic utility or value and which can be exchanged or traded, and the services incidental to the supply of the Goods, and other obligations of the Supplier under the Contract;
- e) “Supplier” means a legal entity, including the legal successors or permitted assigns of such entity, entering into a Contract with KHPL for the supply of Goods;
- f) “Warranty Period” means the period of validity of the warranties given by the Supplier commencing at completion of procurement of goods or a part thereof, if separate completion of the procurement of goods for such part has been provided in the Contract, during which the Supplier is responsible for defects with respect to the goods.

GPC.2

Language

- GPC.2.1. The Contract, as well as all correspondence and documents relating to the Contract exchanged by the Supplier and KHPL, shall be written in English. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the Contract, the translation shall govern.
- GPC.2.2. The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation, for documents provided by the Supplier.

GPC.3

Governing Law

- GPC.3.1. The Contract shall be governed by and interpreted in accordance with the laws of the Kingdom of Bhutan and courts at **Trashiyangtse**, shall have exclusive jurisdiction for settlement of disputes if any between KHPL and Supplier.
- GPC.3.2. The Supplier shall, in all matters arising in the performance of the Contract, comply in all respects, give all notices and pay all fees required by the provisions of any statute, ordinance or other law or any regulation or by-law of any duly constituted authority of the Kingdom of Bhutan.
- GPC.3.3. The Supplier shall indemnify and hold harmless KHPL from and against any and all liabilities, damages, claims, fines, penalties and expenses of whatever nature arising or resulting from the violation of such laws by the Supplier or its personnel.

GPC.4 Supplier's Responsibilities

GPC.4.1 The Supplier shall supply all the Goods in accordance with Section IV **Error! Reference source not found.** and the Delivery and completion requirements as per General Purchase Condition.

GPC.5 KHPL's Responsibilities

GPC.5.1. Whenever the supply of Goods requires that the Supplier needs obtain permits, approvals and/or import and other licenses or similar permissions from Bhutanese authorities, KHPL shall, if so required by the Supplier, use its best efforts to assist the Supplier in complying with such requirements in a timely and expeditious manner, but without incurring any costs and liabilities for any failure to obtain such permits, approval, and/or import and other licenses or similar permissions.

GPC.6 Quality Assurance Plan

GPC.6.1 Immediately after issue of the purchase order, the Supplier shall submit a Quality Assurance Plan if so required as per the contract/ Purchase order, indicating the specific quality control procedure and practices, wherever so required to be adopted in the major activities of production to ensure compliance of manufacturing standards.

GPC.7 Inspection and Tests

GPC.7.1. All materials manufactured by the Supplier himself and/or his sub-Contractor shall be subject to inspection, check and/or test by the KHPL or his authorized representative at all stages and places, before, during and after the manufacture. All these tests shall be carried out in the presence of Supplier and/or his authorized representative. Supplier shall notify KHPL at least 10 days in advance when the material is ready for inspection. If upon delivery the material does not meet the specifications, the materials shall be rejected and returned to the supplier for repairs/modifications etc. or for replacement. In such cases all expenses including the to and for freight, repacking charges etc. shall be to the account of the Supplier. Inspection by the KHPL and/or his authorized representative or failure by the KHPL and/or his authorized representative to inspect the material shall not relieve the Supplier of any responsibility or liability under this contract in respect of such material nor be interpreted in any way to imply acceptance thereof by the KHPL.

GPC.7.2. Whenever specifically asked for by KHPL and/or his duly authorized representative, the Supplier shall arrange for inspection/testing by any third-party institutional agencies. In such cases Supplier shall adhere to the inspection/testing procedures laid down by such agencies. All expenses including inspection fees shall be to the Supplier's account unless agreed to the contrary and specified in the Contract.

GPC.8 Packing, Delivery and Documents

GPC.8.1. The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit. All exposed services /connections /protrusions shall be properly protected. All unexposed parts shall be packed with due care and the packages should bear the word "handle with care". During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case sizes and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.

GPC.8.2. The packing, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract,

including additional requirements, if any, specified in Section IV, Technical Specifications, and in any other instructions ordered by KHPL.

GPC.8.3. The Delivery of the Goods shall be in accordance with the Delivery and completion requirements specified in SECTION IV – TECHNICAL SPECIFICATIONS.

GPC.8.4. The details of shipping and other documents to be furnished by the Supplier shall be specified in the purchase order. The documents shall be received by KHPL before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses.

GPC.8.5. The Supplier shall also forward original and copies of dispatch documents to the concerned authorities as required in the Purchase Order within two days from the date of dispatch, failing which the Supplier shall be responsible for any delay in payments of consignment for want of documents and consequent demurrage, detention charges etc.

GPC.9 Insurance and Transportation

GPC.9.1. The Goods supplied under the Contract shall be fully insured, in the currency of the Contract Price, against loss or damage incidental to manufacture or acquisition, transportation, storage and Delivery.

GPC.9.2. The insurance covers to be taken by the Supplier shall be equal to 110% of the value of Goods valid till thirty (30) days after the Delivery of Goods. In case of delays attributable to the Supplier, the validity period of the insurance cover shall be extended up to thirty (30) days after the actual Delivery of the Goods. However, if the delays are attributable to KHPL, the extra cost, if any, for the extended period of insurance cover, shall be reimbursed by KHPL.

GPC.9.3. The insurance cover shall be in the names of KHPL and the Supplier, wherein the beneficiary will be KHPL and the Supplier will be the custodian. The Supplier shall, however, be authorized to deal directly with the Insurance Company or Companies and shall be responsible in regard to maintenance of all insurance covers.

GPC.9.4. All goods and related services (if any) shall be arranged by the supplier and responsibility for transportation of the Goods shall be by the Supplier.

GPC.9.5. In case, any other mode of transport has to be resorted to other than that mentioned in above clause, the same shall be done only after obtaining prior approval in writing from the KHPL.

GPC.10 Contract Price

GPC.10.1. The Contract Price shall be as specified in the Contract subject to any additions and adjustments thereto or deductions therefrom as may be made pursuant to the Contract.

GPC.10.2. Prices charged by the Supplier for the Goods under the Contract shall be firm and not subject to any escalation till the completion of the supply of Goods as per the Contract or any amendment thereof.

GPC.11 Terms of Payment

GPC.11.1. Payments shall be made promptly by KHPL, no later than thirty (30) days after the receipt of invoices and documents, provided that the documents are compliant with all the requirements of KHPL. In case of incomplete/ non-compliant invoices and documents, KHPL shall ask the Supplier to re-submit the invoices and documents with full compliance.

GPC.11.2. The currencies in which payments shall be made to the Supplier under this Contract shall be those in which the Contract Price is expressed.

GPC.12 Taxes and Duties

- GPC.12.1. For Goods supplied by the Supplier from outside the Kingdom of Bhutan excluding India, the Supplier shall bear and pay all applicable taxes, stamp duties, license fees levies and other similar levies imposed outside the Kingdom of Bhutan until the Goods are delivered **CIF Place of Delivery (KHPL, Doksum New Township, Trashiyangtse)**. Any local taxes and duties imposed on the goods beyond the point of CIF place of delivery, including custom duties, shall be borne and paid by KHPL.
- GPC.12.2. Bidders participating from India, for supply and bonafide use in the Kingdom of Bhutan, shall quote the prices for the items in the Price Schedule exclusive of any effect of the Integrated Goods and Service Tax (IGST). The IGST on the export of goods or services or both are covered under Zero Rated Supply as per Chapter VII, 16(1) THE INTEGRATED GOODS AND SERVICES TAX ACT, 2017 of India.
- GPC.12.3. For Goods manufactured and supplied by the Suppliers from the Kingdom of Bhutan, the Supplier shall bear and promptly pay all applicable taxes, duties, licence fees and other similar levies incurred until delivery of the contracted Goods to the Place of Delivery.
- GPC.12.4. At the time of release of payment, two (2%) percent TDS on related service portion shall be deducted from the suppliers having Bhutanese trade license, or three (3%) percent from the suppliers having other than Bhutanese trade license respectively from the gross amount of bills except from the manufacturers and authorized dealers. KHPL shall furnish the necessary TDS Certificate to the Bidders, issued by the Department of Revenue & Customs, RGoB.
- GPC.12.5. If any tax exemptions, reductions, allowances, or privileges may be available to the Supplier in the Kingdom of Bhutan, KHPL shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.

GPC.13 Performance Security

- GPC.13.1. As a Contract Security, the successful bidders are required to furnish a Performance Security equivalent to 10% (ten percent) of the order value.
- GPC.13.2. The performance Security shall be valid until the completion of the supply/warranty period under the contract and for any extension thereto. It shall serve as a guarantee that the supplier will perform their contractual obligations under the contract till the warranty period. In the event the supplier fails to perform contractual obligations under the contract, the contract shall be terminated, and the performance security forfeited. The performance Security shall be denominated in the currency/ Currencies specified in the bid documents and shall be in the form of an unconditional Bank guarantee/cash warrant/demand draft enforceable in any Banks in Bhutan. Under exceptional circumstances, if submission of performance security in the above form is not possible, the bidders shall be allowed to deposit performance security in the form of a cash deposit through bank transfer.
- GPC.13.3. The performance security shall be discharged and returned to the supplier after the expiration of the warranty period. If the supplier fails to remedy any reported defect within the warranty period, the company shall be entitled to either encash the performance security to remedy the defects or to remedy the defects at the expenses of supplier.
- GPC.13.4. Failure of the successful Bidder to submit the above-mentioned performance security or sign the Contract within the prescribed time shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security. In such an event, the company may award the contract to the next lowest evaluated bidder whose offer is substantially responsive and is determined to be qualified to perform the Contract satisfactorily or call for fresh bids.

GPC.14 Liquidated Damages for delay in delivery

GPC.14.1. If the Supplier fails to deliver all of the Goods by the date(s) of Delivery specified in the Contract, KHPL may, without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage **[0.30%]** of delayed Goods or unperformed Services for each day of delay until actual delivery or performance, up to a maximum deduction of ten (10) percentage of the total value of the delayed goods or unperformed services.

In case of delay for supply of an item which can be made in parts, but the item cannot be put to use unless the supplies are complete, the liquidated damages shall be levied up to a maximum 10% of the Contract Price.

If in the opinion of KHPL the Supplier is indefinitely delaying the supplies, KHPL may terminate the Contract. In such an event KHPL reserve the right to purchase the material equipment from elsewhere at the sole risk and cost of the Supplier and recover all such extra cost if any incurred by KHPL in procuring the material from an alternative source.

GPC.15 Warranty

GPC.15.1. The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.

GPC.15.2. The Supplier further warrants that the Goods and spares supplied, in accordance with the Contract Documents, shall be free from defects arising from any act or omission of the Supplier or arising from design, materials and workmanship, under normal use in the conditions prevailing in the Kingdom of Bhutan.

GPC.15.3. The warranty shall remain valid for twelve (12) months after the materials or any portion thereof as the case may be, have been delivered and accepted at the final destination or for eighteen (18) months after the date of shipping from the port or place of loading in the country of origin, whichever -is earlier.

GPC.15.4. KHPL shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. KHPL shall provide all reasonable opportunities for the Supplier to inspect such defects.

GPC.15.5. Upon receipt of such notice, the Supplier shall, within the period of 30 days, expeditiously repair or replace the defective Goods or parts thereof, at no cost to KHPL.

GPC.15.6. In case the Goods are required to be taken back to the Supplier's works, or any other such place which the Supplier may think fit, all costs incidental to such movement of Goods and their repair, replacement thereof, will be borne by the Supplier. In such cases, the Supplier shall provide a security in the form of a Bank Guarantee to KHPL, valid for twelve (12) months, for the value of the Goods equivalent to payments made by KHPL for such Goods.

GPC.15.7. If, having been notified, the Supplier fails to remedy the defect within the period specified in **GPC.15.4**, KHPL may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which KHPL may have against the Supplier under the Contract.

GPC.16 Limitations of Liability

GPC.16.1. Except in cases of gross negligence or willful misconduct:

- a) neither party shall be liable to the other party, whether in Contract, tort or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or

loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to KHPL; and

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

GPC.17 Force Majeure

GPC.17.1. The Supplier shall not be liable for forfeiture of its retention money, liquidated damages or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

GPC.17.2. For purposes of this Clause, “Force Majeure” means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the RGoB in its sovereign capacity, act of God, wars or revolutions, riot, civil commotion, sabotage, fires, floods, epidemics, quarantine restrictions and freight embargoes or any other cause of similar nature which are not within the control of either party to the contract and which renders the performance of the contract by the said party impossible.

GPC.17.3. If a Force Majeure situation arises, the Supplier shall promptly notify KHPL in writing of such condition and the cause thereof, along with documentary or pictorial evidence. Unless otherwise directed by KHPL in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

GPC.18 Termination

GPC.18.1. Termination for Default

GPC.18.1.1. KHPL, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part:

- a. if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by KHPL; or
- b. if the Supplier fails to perform any other obligation under the Contract; or
- c. if the Supplier, in the opinion of KHPL has engaged in fraud and corruption, in competing for or in executing the Contract, KHPL shall be the final authority to decide whether the Supplier has engaged in any Fraud and Corruption as mentioned above and such decision shall be final and binding on the Supplier; or
- d. If the vendor becomes bankrupt or goes into liquidation or makes general assignment for the benefit of the creditors or any receiver is appointed for the property owned by the vendor.

GPC.18.1.2. In the event KHPL terminates the Contract in whole or in part, pursuant to KHPL may procure, upon such terms and in such manner as it deems appropriate, Goods similar to those undelivered, and the Supplier shall be liable to KHPL for any additional costs incurred by KHPL in procurement of such undelivered Goods. Wherever the Contract is terminated in part, the Supplier shall continue performance of the Contract to the extent not terminated.

GPC.18.2. Termination by Supplier

GPC.18.2.1. If,

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

GPC.18.2.2. In the event of termination, all payments due to the Supplier for the Goods already delivered, shall be settled by KHPL with no further liability on any account whatsoever.

GPC.18.3. Termination by Force Majeure

GPC.18.3.1. Supplier shall not be considered in default if delay in delivery occurs due to Force Majeure.

GPC.18.3.2. Only those causes which have duration of more than 7 days shall be considered causes of Force Majeure. In the event of delay due to such causes, the delivery schedule will be extended for a length of time equal to the period of Force Majeure or at the option of the KHPL, the order may be cancelled. Such cancellation would be without any liability whatsoever on the part of the KHPL. In the event of such cancellation, the Supplier shall refund any amount advanced or paid to the Supplier by the KHPL and deliver back any materials issued to him by the Supplier and release facilities, if any provided by the KHPL.

GPC.19 Delivery Schedule

GPC.19.1 Time is the essence of this contract and no variation shall be permitted in the delivery time/delivery schedule mentioned in the Purchase Order. Delivery of the equipment/materials described shall be deemed to constitute acceptance of this contract and Terms and Conditions by the Supplier at the prices specified.

GPC.20 Patent Right

GPC.20.1 Royalties and fees for patents covering material processes used in manufacture of the goods shall be to the account of the KHPL. The Supplier shall satisfy all demands that may be made at any time for such royalties and fees and he alone shall be liable for damages, infringement and shall keep the KHPL indemnified in that regard. In the event, of any material or part thereof supplied by the Supplier is involved in any suit or other proceedings held to constitute infringement and its use is enjoyed, the Supplier shall, at his own expenses, either procure for the KHPL the right to continue the use of such material or replace it with a non-infringing material or modify it so it becomes non-infringing.

GPC.21 Sub- Letting

GPC.21.1 The Supplier shall not sub-let, transfer or assign any part of this contract, without the prior written consent of the KHPL. Such assignments or sub-letting or transfer shall not relieve the Supplier from any obligation, duty and responsibility under this contract. Any assignment, transfer or sub-letting without the prior written approval of the KHPL shall be void. The KHPL shall have the right to cancel the order and to purchase the goods from elsewhere and the Supplier shall be liable to the KHPL for any loss or damage which the KHPL may sustain in consequence or arising out of such purchase and the Supplier shall indemnify such loss or damage to the KHPL.

GPC.22 Variations

- GPC.22.1 KHPL, during execution of the Contract, may vary the quantity of the Goods within variation of the total Contract Price by plus/ minus twenty percent (+/- 20%) but without any change in unit price or other terms and conditions. The item wise quantities may also vary to the same extent without any adjustment in the unit rates.
- GPC.22.2 KHPL may, by variation order to the Supplier, at any time before the supply of Goods is completed, instruct the Supplier to vary the quantity of the Goods. The Supplier shall not vary the quantity of the Goods, except in accordance with a variation order from KHPL.
- GPC.22.3 KHPL shall on its own or on the basis of a request from the Supplier, after due consultation with the Supplier, decide whether or not the variation shall be carried out. If KHPL decides that the variation shall be carried out, KHPL shall issue a variation order clearly identified as such in accordance with the Supplier's submission or as modified by mutual agreement. The Delivery schedule for such extra quantities will be mutually agreed between KHPL and the Supplier.

SECTION IV - TECHNICAL SPECIFICATION

SECTION IV - TECHNICAL SPECIFICATION

1. Technical Specification

Suppliers shall arrange to supply as per the specifications provided in the Bill of Quantity/Price Schedule and wherever necessary, submit brochures and catalogs, or samples and quote the brand name/make/or the above mention brands.

2. Scope of Work

Shall supply as per the BoQ

SECTION V - CONTRACT FORM

SECTION V - CONTRACT FORM

Contract Agreement

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

- 1) [Khorlochhu Hydro Power Limited, incorporated under the Company's Act of Kingdom of Bhutan, 2000], located at Doksum New Township, Trashiyangtse, Bhutan (hereinafter called "the Purchaser"), and
- 2) [insert name of Supplier/Trade License No], under the laws of [insert: country of Supplier] and having its principal place of business at [insert: address of Supplier] (hereinafter called "the Supplier").

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. The following documents shall constitute the Contract between the Purchaser and the Supplier, and each shall be read and construed as an integral part of the Contract, viz.:
 - i) Contract Agreement;
 - ii) Terms and Conditions;
 - iii) Technical Requirements;
 - iv) The Supplier's Bid;
 - v) Notification of Award;
 - vi) Performance Security;
2. This Contract shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract documents, the documents shall prevail in the order listed above.
3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Related Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

For and on behalf of the Purchaser

For and on behalf of the Supplier

Affix
Legal
Stamp

Affix
Legal
Stamp

Signature.....

Signature.....

Name:.....

Name:.....

Integrity Pact Statement

[Integrity Pact Statement pre-signed by the KHPL authorised signatory, as provided by the Anti-Corruption Commission (ACC of the Royal Government of Kingdom of Bhutan from time to time is to be used.]

1. General:

Whereas, Mr. Ugyen Namgay, Procurement officer, Contracts & Procurement Division, representing the Khorlochhu Hydro Power Limited (KHPL), 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. *(.....)*, hereinafter referred to as the “Bidder” on the other part hereby execute this agreement as follows:

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

2. Objectives:

Whereas, the Employer and the Bidder agree to enter into this agreement, hereinafter referred to as IP, to avoid all forms of corruption or deceptive practice by following a system that is fair, transparent and free from any influence/unprejudiced dealings in the bidding process³ and contract administration⁴, with a view to:

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

3. Scope:

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

4. Commitments of the Employer:

The Employer Commits itself to the following:-

- 4.1. The Employer hereby undertakes that no officials of the Employer, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favor or any material or immaterial benefit or any other advantage from the Bidder, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process and contract administration.
- 4.2. The Employer further confirms that its officials shall not favor any prospective bidder in any form that could afford an undue advantage to that particular bidder in the bidding process and contract administration and will treat all Bidders alike.
- 4.3. Officials of the Employer, who may have observed or noticed or have reasonable suspicion shall report to the head of the employing agency or an appropriate government office any violation or attempted violation of clauses 4.1 and 4.2.
- 4.4. Following report on violation of clauses 4.1 and 4.2 by official (s), through any source, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings shall be

³ 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.

⁴ Contract administration, for the purpose of this IP, shall mean contract award, contract implementation, un-authorized sub-contracting and contract handing/taking over.

initiated by the Employer and such a person shall be debarred from further dealings related to the bidding process and contract administration.

5. Commitments of Bidders

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

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

6. Sanctions for Violation:

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

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

7. Monitoring and Administration:

- 7.1. The respective procuring agency shall be responsible for administration and monitoring of the IP as per the relevant laws.
- 7.2. The bidder shall have the right to appeal as per the arbitration mechanism contained in the relevant rules.

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

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



BIDDER/REPRESENTATIVE

Affix
Legal
Stamp

CID: 11605000203

CID:

Witness: Munna

Witness: _____

Name: Munna Sunuwar

CID: 11311000323

CID: