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**DRUK HOLDING & INVESTMENTS LTD.**

GROUP STANDARD BIDDING DOCUMENT

**GOODS**

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**“POWER EQUIPMENT- BATTERIES, AVR, SOLAR  
PANELS”**

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## 1. NOTICE INVITING TENDER

**NIT No: BT/POWER EWUIPMENT (Batteries, AVR, Solar Pannels & fire Extinguisher) /2025**

Bhutan Telecom Lt invites you to submit your ebids for the/**POWER EQUIPMENT ( Batteries, AVR, Solar Pannels & fire Extinguisher)**

Bhutan Telecom Ltd would like to inform you to kindly visit the website [www.tender.bt](http://www.tender.bt) for vendor registration and to submit the proposal online.

1. The user manual for vendor registration, bidding process and EMD upload is available on the website [www.tender.bt](http://www.tender.bt).
2. SBD Timeline

<b>NIT No.</b>	<b>BT/POWER EWUIPMENT (Batteries, AVR, Solar Pannels &amp; fire Extinguisher) /2025</b>
<b>Bid Submission &amp; EMD Submission Date &amp; Time</b>	On or before 14 <sup>th</sup> January 2025 (11:00 hrs)
<b>Bid Opening Date &amp; Time</b>	14 <sup>th</sup> January 2025 (14:00 hrs)
<b>RFP shall be available at</b>	<a href="http://www.tender.bt">www.tender.bt</a>

**2. Terms and Conditions**

**2.1. Scope of Work**

The scope of work is to supply the Power Equipment - Batteries, AVR, Solar Pannels and Fire Extinguishers as per the technical specification as attached. The bidder(s) have to quote for Item wise.

**2.2. Clarification to the bidding document**

Further information can be obtained in writing from

[jiwan.kuikel@bt.bt](mailto:jiwan.kuikel@bt.bt), [jigdrel.wangchuk@bt.bt](mailto:jigdrel.wangchuk@bt.bt) and [procurement@bt.bt](mailto:procurement@bt.bt), not later than 10<sup>th</sup> January 2025.

**2.3. Documents comprising bid**

The bid must be accompanied by the following document:

- a) Bid Security
- b) Valid Trade license
- c) Tax clearance
- d) Compliance statement/sheet for terms & conditions and scope of work for all the technical and general condition of the tender should be provided. The sample is shown below:

Section No.	Clause No.	Sub-Clause No.	Sub-Clause Part No.	Compliance (Yes/No)	Any Deviations and reasons	Price for Compliance
1 or I	1.0	-	-	Yes		
1	1.1.1	-	-	Yes		
1	..					
1	..					
1	1.1.3	(c)	-	Yes		
1	1.7.1	(b)	(iii)	Yes		
1	..					
2	..					
..	..					
4	4.5.5.2	(a)	(i)	Yes		
4	4.5.5.2	(a)	(ii)	Yes		

- e) All supporting document for evaluation criteria
- f) Signed Integrity Pack
- g) Any other relevant documents as required

**2.4. Bid Price**

- 2.4.1. The quoted price shall be **DDP (Delivered Duty paid) Phuntsholing** as per the Incoterms share in **Annexure IV**.
- 2.4.2. Item wise shall be evaluated and contract awarded separately to the firm(s) offering the lowest evaluated price for the item.
- 2.4.3. All prices quoted shall be on a per unit basis and valid till for 12 months from the date of bid opening. The selected bidders shall be contacted for additional supply of any enlisted item in future on repeat order basis for the entire contract period.

**2.5. Bid Validity**

- 2.5.1. The bid shall be valid for 90 days from the date of submission of the bid. In exceptional circumstances, prior to the expiration of the bid validity period, the Purchaser may solicit

the Bidder's consent to an extension of the bid validity period. The request and responses shall be made in writing. A bid valid for a shorter period shall be considered non-responsive.

## **2.6. Bid Security**

2.6.1. The bid shall be accompanied by the bid security (EMD) of **2% of the bid value** in the form of Cash Warrant/ Unconditional Bank Guarantee/ Banker Cheque/ Demand draft in the name of the **Bhutan Telecom Ltd** issued by the Financial Institution enforceable in any Banks in Bhutan.

- a) The Bid security shall be valid up to 90 (Ninety) days.
- b) The Bid Security is to be submitted as a part of the Bid in a separate sealed envelope and be submitted to Finance & Accounts Division or to our nearest Branch Office within the specified time in SBD timeline.
- c) Any Bid not accompanied by bid security of adequate value and validity shall be rejected by the Purchaser and considered as non-responsive.

2.6.2. The bid security shall be forfeited in the following cases:

- a) If the Bidder withdraws the bid after Bid opening during the period of Bid validity.
- b) If the Bidder does not accept the correction of the Bid price;
- c) In the case of a successful bidder, if the bidder fails within the specified time limit to sign the Contract or furnish Performance Security.

## **2.7. Purchaser's Right to Accept Any Bid, and Reject any or All Bids**

2.7.1. The Purchaser is not bound to accept the lowest bid and reserves the right to accept or reject any or all the bids without assigning any reason whatsoever.

2.7.2. The purchaser also reserves the right to cancel the bidding process and reject all Bids at any time before the award of the Contract, without assigning any reason and thereby without incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for BT's action/decision.

2.7.3. BT retains the right and authority to negotiate certain terms with the bidder before signing the Contract.

## **2.8. Quantity Variation**

2.8.1. Depending on the final requirement, at the time of the award of the Contract, the Purchaser may increase or decrease the quantities by twenty five percent (25%) of the indicated quantity.

## **2.9. Award of Contract**

2.9.1. The Purchaser shall award the Contract to the Bidder whose offer has been determined to be the lowest evaluated Bid with all the required specification. The Purchaser shall issue Notification of Award/ Purchase Order to the successful Bidder. Until a formal Contract is prepared and executed, the Notification of Award/Purchase Order shall constitute a binding Contract.

**2.10. Delivery Schedule**

- 2.10.1. The supplier should supply within 2 (two) months from the issue of purchase order date failing which the supplier shall be liable for liquidated damages as specified detailed in [clause 2.12.](#)

**2.11. Performance Security**

- 2.11.1. The contractor shall be required to furnish Performance Security of 10% of the quoted price in the form of cash warrant, demand draft or unconditional Bank Guarantee in the name of Bhutan Telecom Ltd issued by a financial institution enforceable in any Banks in Bhutan, which shall be furnished upon issuance of notification of the award. Performance Security shall be valid till the end of warranty period and will be returned after the end of warranty period.

**2.12. Liquidated Damage**

- 2.12.1. If the bidder fails to perform the related Supply/Services within the period specified in the Contract/ Purchase Order, the Purchaser shall deduct Liquidated Damages at the rate of 0.1% per day for each day to a maximum of 10% of the contract/Purchase order value.

**2.13. Payment Terms**

- 2.13.1. The Hundred percent (100%) payment of Contract/purchase order shall be paid after the delivery of all the materials as per delivery terms and no part payment shall be entertained during the execution of the supply order.
- 2.13.2. At the time of release of payment, Tax shall be deducted at Source [TDS] from the gross amount of bills as per the Income Tax Act of the Bhutan. The Purchaser shall furnish necessary TDS Certificate to the Bidders, issued by the Department of Revenue & Customs, RGoB.

**2.14. Warranty Period**

- 2.14.1. The Supplier shall provide the warranty for a period of one year, for the goods to be supplied and confirm that if any faults are detected within the warranty period in the supplied/installed Goods, the Supplier shall be bound to rectify the fault or replace the Goods as the case may be. The performance security shall be used to cover the cost of supplies not delivered or defective items not replaced or rectified.
- 2.14.2. Any goods found defective during the warranty period shall be replaced/ repaired by the supplier at his cost. If the supplier fails to rectify and or replace the defective goods, the Purchaser shall do it at the cost of the supplier.

**2.15. Inspection and Testing**

- 2.15.1. The Supplier shall conduct standard tests in presence of Bhutan Telecom representatives to conform to general technical standards.
- 2.15.2. Should any tested/ inspected equipment fail to conform to the requirement of Bhutan Telecom may reject them and the bidder shall resupply/redo/rectify without any cost to Bhutan Telecom.

## **2.16. Submission of Bid**

- 2.16.1. The Bidder shall submit the bid online and Bidder shall submit Bid Submission Form using the Form in the Annexure I if so, required in the [clause 2.3](#) above: 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.
- 2.16.2. As such a bid in which the Bid Submission Form. Not duly filled, signed and sealed by the bidder shall be rejected.

## **2.17. Termination**

- 2.17.1. The Purchaser may, by written notice, terminate the Purchase Order or Contract in whole or in part at any time for its convenience:
  - a) if the Supplier/contractor fails to perform any other terms and conditions specified with the Purchase Order/ Contract, or exceeds the maximum amount of Liquidated Damages; and
  - b) If the Supplier fails to perform any other obligation(s) under the Purchase Order / Contract, and if the contractor does not take any remedial action within a period of one month after receipt of a notice of default from the Purchaser specifying the nature of the default(s).

## **2.18. Force Majeure**

- 2.18.1. Either party shall be excused from the performance or punctual performance of any of its obligations under this contract, and such obligations shall be extended for a period reasonable under circumstances, if the performance of this contract is prevented or delayed by any cause beyond the effected parties' reasonable control which, without in any way limiting the generality of the foregoing, shall include acts of God, riots, wars, earth quakes, storms, cyclone landfall, lightning, landslides, accidents, pandemic, embargo or requisition (acts of government), including non- availability of visas and permits for contractors' personnel, or delays in the performance of its subcontractors caused by any such circumstances.
- 2.18.2. Non-availability or withdrawal of any export/import licenses for the goods or any part thereof in this contract cannot be considered as force Majeure events.
- 2.18.3. Events caused due to animals and theft cannot be considered as force Majeure events.
- 2.18.4. In case of Force Majeure, the contractor shall promptly notify the employer in writing and furnish the employer with all relevant information thereto.
- 2.18.5. Should a cause of force majeure continue for more than two (2) month, either party shall then have the right to terminate this Contract.

## **2.19. Governing Law**

- 2.19.1. The Contract/ Purchase Order shall be governed by and interpreted in accordance with the Laws of Bhutan.

## **2.20. Dispute Resolution**

- 2.20.1. Any settlement of dispute or arbitration of matter arising from the contract shall be settled as per the Alternative Dispute Resolution Act of Bhutan 2013 for Bhutanese Supplier and United Nations Commission on International Trade Law [UNCITRAL] Arbitration Rules of 1976 for International Supplier and will be binding for both parties.

### 3. Technical Specification

**3.1. General**

a) The Bill of quantity is shown below:

#	Item	Specification	Qty
<b>** BATTERIES**</b>			
1	DG Starting Battery	SMF Lead Acid Battery, 12V, 100Ah, 550-1000CCA	21
2	DG Starting Battery	SMF Lead Acid Battery, 12V, 130Ah, 550-1000CCA	5
3	DG Starting Battery	SMF Lead Acid Battery, 12V,150 AH, 550-1000CCA	49
4	Battery Charger	SMPS Based Battery Charger, Input Voltage: 170 to 270 Vac, Output Voltage: 12 to 14 Vdc	23
5	UPS	3KVA, 230V	1
6	UPS Batteries	UPS Batteries – Sealed Maintenance Free, Valve Regulated Lead Acid Make: Amaron Quanta, Exide, HBL, equivalent 12V/200 Ah(Dimension 525mmX220mmX225mm)	184
7	Telecom Batteries, VRLA ,Make: Amaraja, HBL, NED, Rocket , Microtek	SMF VRLA-2V/1530 Ah @C10 @1.75 ECV @27 Deg.C (+) 48V DC, 4590, Ah* 4 banks ( 288 cells)= 4590 Ah - Dimension(20cmX52cmX11.25cm)	288



8	Automatic Voltage regulators	<p>Automatic Voltage Regulators - 20KVA 1 phase, Input: 150/250V</p> <p>1. Technical Specifications:</p> <p>Servo controlled voltage stabilizer</p> <ul style="list-style-type: none"> <li>-Rating: 20 kVA, 1 phase</li> <li>-Input Voltage Range: 150 – 280 V ac</li> <li>-Output Voltage: 230V +/- 1%</li> <li>-Correction of speed: 8V to 70V per sec.</li> <li>-Correction method: Step-less Auto Variable Transformer/Roller contact type</li> <li>- Cooling: Natural Air Cooled</li> <li>-Efficiency: 97% – 99%</li> <li>-Type &amp; Suitability: Unbalance supply and unbalance load, suitable for all power factor loads.</li> <li>-No load loss: less than 0.4%</li> <li>-Overload capability: up to 150% momentarily.</li> <li>-Duty cycle: Continuous 24X7</li> <li>-Response time: less than 10ms</li> </ul> <p>2. Optional features and protections:</p> <ul style="list-style-type: none"> <li>-Overload and short circuit protection</li> <li>-Low/High voltage cut off</li> <li>-Single phase prevention/reverse phase prevention</li> <li>-Stabiliser bypass system</li> <li>-Earth fault protection</li> <li>-Spike and surge protection</li> <li>-Digital/Analog meters to show voltage and current</li> <li>-Option to operate in both auto and manual mode</li> </ul>	2
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9	AMF Panel, 20kVA 1 ph.	AMF Panel, 20kVA 1 ph. Technical specifications: a) Master switch: Control On/Off b) Event Log c) Remote two-wire start/stop capability d) One-source responsibility for generating system & accessories e) Automatic start with programmed cranking cycle f) Field software upgrade possibility g) Operating temperature: -20°C to 70°C (-4°F to 158°F) h) Storage temperature: -20°C to 70°C (-4°F to 158°F) i) Humidity: 0-95% condensing j) Control Panel k) Alternator to control panel connection with copper cable only MCCB/MCB details: with short circuit and overload protection. Output copper cable size (Sq. mm): 1 run/ph. Microprocessor based AMF control panel capable of extending Remote monitoring system GPRS/EDGE/WCDMA/LTE based generator for remote monitoring system.	4
10	Fire Extinguisher	Fire Extinguisher (ABC Type, 9Kg)	66

**Technical Specifications of AMF Panel**

The AMF Panels which can interface with DG-Grid-Battery. Automatic mains failure (AMF) panel should automatically switch to DG in the event of loss or failure of commercial power or with 48V DC system. Further, the AMF panel also should have both Mains and DG contactors having wide range of coil operating on DC voltage (40 – 60V DC) and should have the DC battery charger(I/P-40-60v DC, O/P-13v DC 20 Amps) to charge the starting battery of DG.

Besides, the general operating parameters of the generator set are to be monitored using the state-of-the-art technology. It shall have the facility like monitoring remotely at the NOC, metering and controlling of DG set using GPRS/Ethernet/RJ 45/GSM Modem/RS234/RS845, etc. The unit shall be environmentally sealed; solid state and microprocessor based and shall have following minimum features.

**2.1 Applications:**

It should intelligently co- ordinate between available energy sources (grid, battery, DG) for keeping telecom loads in powered mode round the clock. In the event of mains failure or failure of any one phase of incoming mains voltage / frequency beyond the specified limits, the microprocessor controller will check the room temperature and system battery voltage. As long as the room temperature and system voltage is within the limit, the DG will not start and if either the voltage or temperature is above or below the threshold, the DG start signal will be given to start the generator set after a pre-set time. On firing of DG Set and built up of voltage which if within the specified limits of voltage & frequency, the output breaker / contractor shall be energized and power connected. Thus the AMF panel shall continuously monitor the quality of the incoming power and outgoing power of DG Set. Once the Mains power resumes/ stabilized within the set limits, the AMF panel shall trip the DG Set after disconnection of the DG output with the present time. The AMF panel shall have facility to operate the set under test, Auto, Manual mode.

Note: - AMF Panel should be able to operate within very wide input voltage range, i.e. between 150V – 300 V AC (single phase). A bypass switch for AMF panel should also be provided so that it can be used in case of malfunction of AMF panel.

-DG should start automatically when the battery voltage falls below threshold value (46 V DC) and should stop above threshold value (53 V DC) whichever is earlier.

The output of the AMF Panel should provide regulated power to the air conditioners and SMPS Chargers through static voltage regulator. Apart from these features like Auto Mains Failure (AMF), Power plant monitoring, AC and battery management facility provides the system a complete power solution to the user. The system not only provides common analog/digital inputs and outputs, but also does the DG control, fuel level monitoring, Temperature & Humidity Monitoring. Optional features such as Access control, Inventory data management, air-conditioner control, free cooling operations which will be added advantage for optimize the site running cost.

## **2.2 Advanced Digital Controller of AMF Panel**

### **2.2.1 Standard Features**

- a) Master switch: Control On/Off
- b) Event Log
- c) Remote two-wire start/stop capability
- d) One-source responsibility for generating system & accessories
- e) Automatic start with programmed cranking cycle
- f) Field software upgrade possibility
- g) Operating temperature: -20°C to 70°C (-4°F to 158°F)
- h) Storage temperature: -20°C to 70°C (-4°F to 158°F)
- i) Humidity: 0-95% condensing
- j) Control Panel (Deepsea 4522)
- k) Manual start/stop buttons.
- l) Alternator to control panel connection with copper cable only MCCB/MCB details: with short

circuit and overload protection. Output copper cable size (Sq. mm): 1 run/ph. Microprocessor based AMF control panel capable of extending Remote monitoring system GPRS/EDGE/WCDMA/LTE based generator for remote monitoring system.

a.

**2.2.2 Controller Information**

LCD Display	LCD Display Faults	Display Warnings	Optional Accessories	Power Requirements
Runtime hours	High engine temperature	Low battery voltage	Battery charger 12 V	6 to 36 VDC with fuse protection
Engine speed	Low oil pressure	High battery voltage	Mains sensing relay	250 mA @ 12 VDC
Power factor KVAr	Overspeed / under speed	Low fuel level	Earth leakage protection	125 mA @ 24 VDC
Current	Over and under voltage	Maintenance alarm	VAF meter (multifunction)	
Voltage	Over and under frequency		kW-hr display	
Frequency	E-stop			
Engine temperature	Auxiliary fault			
Engine oil pressure	Low fuel level			
Battery voltage	Over load current			
Kilowatt & kVA	Phase reversal			
Fuel level (digital I/P)				

**2.2.3 The AMF Panels should have the Remote Monitoring System facility with the following Modbus data on RS485 for Mains & DG Parameter with DG Alarm data for monitoring from Central Server.**

SI No	Description	Modbus Address	Range
<b>Parameters</b>			
1	Mains Voltage	1061	0 to 720
2	Mains Frequency	1065	0 to 70
3	DG Voltage	1033	0 to 720
4	DG Frequency	1031	0 to 70
5	DG Power Factor	1555	-1 to +1
6	Load Current	1046	0 to 99999
7	DG Battery Voltage	1029	0 to 40
8	DG Fuel Level	1027	0 to 130
9	Engine Temperature	1025	-50 to 200
10	Engine Oil Pressure	1024	0 to 10000
11	Engine Speed	1030	0 to 6000

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12	DG Run Hour	1799	0 to 4.29 x 10 <sup>9</sup> sec
13	DG Maintenance Due	1837	-2.14 x 10 <sup>9</sup> to +2.14 x 10 <sup>9</sup>
<b>DG Alarms</b>			
1	Emergency Stop	39426	0011 0000 0000 0000
2	Low Oil Pressure	39426	0000 0011 0000 0000
3	High Engine Temperature	39426	0000 0000 0010 0000
4	Engine Under Speed	39427	0011 0000 0000 0000
5	Engine Over Speed	39427	0000 0011 0000 0000
6	DG Low Frequency	39427	0000 0000 0010 0000
7	DG High Frequency	39427	0000 0000 0000 0010
8	DG Low Voltage	39428	0010 0000 0000 0000
9	DG High Voltage	39428	0000 0010 0000 0000
10	DG Low Battery	39428	0000 0000 0010 0000
11	DG High Battery	39428	0000 0000 0000 0010
12	DG Fail to Stop	39429	0000 0000 0010 0000
13	DG Fail to Start	39429	0000 0010 0000 0000
14	DG High Current	39431	0011 0000 0000 0000
15	Low Fuel Level	39435	0000 0011 0000 0000

#### 4. Forms:

##### Annexure-I Bid Submission Form

*[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]*

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

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

We, the undersigned, declare that:

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

*Discounts.* If our Bid is accepted, the following discounts shall apply: *[Specify in detail each discount offered and the specific item of the Schedule of Supply to which it applies.]*

*Methodology of Application of the Discounts.* The discounts shall be applied using the following methodology: *[Specify in detail the methodology that shall be used to apply the discounts]*;

- (e) Our Bid shall be valid for a period of *[insert number]* from the date fixed for the Bid submission deadline and it shall remain binding upon us and may be accepted at any time before expiry of that period;
- (f) If our Bid is accepted, we commit to provide a Performance Security in accordance with Clause 15 for the due performance of the Contract;
- (h) We, including any subcontractors or suppliers for any part of the Contract, have nationality from eligible countries, viz: *[insert the nationality of the Bidder, including that of all parties that comprise the Bidder if the Bidder is a JV/C, and the nationality each subcontractor and supplier]*
- (i) We have no conflict of interest;
- (j) Our firm, its affiliates or subsidiaries - including any subcontractors or suppliers for any part of the contract - has not been declared ineligible by the Purchaser under the laws or official regulations of Bhutan;

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- (k) We have read the terms and conditions carefully, understood and agree to comply with all the clauses which are mentioned therein. In case of any breach of any condition on our part, we shall be liable for actions as per terms and conditions of the Contract.
- (l) We understand that this Bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed.
- (m) We understand that you are not bound to accept the lowest evaluated Bid or any other Bid that you may receive.
- (n) We accept the Vendor Performance Management System.

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

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

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

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

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

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**Annexure II- Performance Security Form**

*[The bank, as requested by the successful Bidder, shall fill in this form in accordance with the instructions indicated]* Date:  
..... *[Insert date (as day, month, and year) of Bid submission]*

IFB No. and title.....*[Insert no. and title of bidding process]*

Bank’s Branch or Office .....*[Insert complete name of Guarantor]*

**Beneficiary:**..... *[Insert complete name of The Company]*

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

We have been informed that ..... *[Insert complete name of Supplier]*  
(Hereinafter called "the Supplier") has entered into Contract No ..... *[Insert number]* dated  
..... *[Insert day and month]*,.....*[Insert year]* with you, for the supply of  
.....*[description of Goods and related Services]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a Performance Guarantee is required.

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

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

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



Annexure III- Contract Forms

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

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

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

2. (2) *[Insert name of Supplier]*, a corporation incorporated under the laws  
of.....*[Insert country of Supplier]* and having its principal place of business at  
..... *[insert address of Supplier]* (Hereinafter called “the  
Supplier”). WHEREAS The company invited Bids for certain Goods and ancillary services,  
viz.,  
.....*[insert brief description of Goods and Services]*  
and has accepted a Bid by the Supplier for the supply of those Goods and Services in the sum  
of  
.....*[insert Contract Price in words and figures,  
expressed in the Contract currency/ies]* (hereinafter called “the Contract Price”). NOW THIS  
AGREEMENT WITNESSETH AS FOLLOWS:

In this Agreement words and expressions shall have the same meanings as are  
respectively assigned to them in the Conditions of Contract referred to.

The following documents shall constitute the Contract between The company and  
the Supplier, and each shall be read and construed as an integral part of the  
Contract, viz.:

- (a) This Contract Agreement;
- (b) The Special Conditions of Contract;
- (c) The General Conditions of Contract;
- (d) Technical Requirements (including Schedule of Supply and Technical Specifications.)
- (e) The Supplier’s Bid and original Price Schedules;
- (f) The company’s Notification of Award of Contract;
- (g) The form of Performance Security;
- (h) The form of Bank Guarantee for Advance Payment;
- (i) *[Insert here any other document(s) forming part of the Contract]*

This Contract shall prevail over all other Contract documents. In the event of any  
discrepancy or inconsistency within the Contract documents, then the

documents shall prevail in the order listed above.

In consideration of the payments to be made by The company to the Supplier as

3. Hereinafter mentioned, the Supplier hereby covenants with The Company to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. 5. The company 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.

5. 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.

6. For and on behalf of The company Signed: *[insert signature]*

7. In the capacity of *[insert title or other appropriate designation]* in the presence of .....*[insert signature]* .....*[insert identification of official witness]*

8. For and on behalf of the Supplier Signed:.....*[insert signature of authorized representative(s) of the Supplier]*

9. In the capacity of *[insert title or other appropriate designation]* in the presence of .....*[insert signature]* *[insert identification of official witness]*

Annexure IV- INCOTERMS

Incoterms 2020

Incoterms® 2020 Rules Responsibility Quick Reference Guide											
Inco Docs	Freight Collect Terms					Freight Prepaid Terms					
	Any Mode or Modes of Transport		Sea and Inland Waterway Transport			Any Mode or Modes of Transport					
Incoterm®	EXW Ex Works (Place)	FCA Free Carrier (Place)	FAS Free Alongside Ship (Port)	FOB Free On Board (Port)	CFR Cost and Freight (Port)	CIF Cost Insurance & Freight (Port)	CPT Carriage Paid To (Place)	CIP Carriage & Insurance Paid to (Place)	DAP Delivered at Place (Place)	DDP Delivered at Place Unloaded (Place)	DDP Delivered Duty Paid (Place)
Transfer of Risk	At Buyer's Disposal	On Buyer's Transport	Alongside Ship	On Board Vessel	On Board Vessel	On Board Vessel	At Carrier	At Carrier	At Named Place	At Named Place Unloaded	At Named Place
Obligations & Charges:											
Export Packaging	Seller	Seller	Seller	Seller	Seller	Seller	Seller	Seller	Seller	Seller	Seller
Loading Charges	Buyer	Seller	Seller	Seller	Seller	Seller	Seller	Seller	Seller	Seller	Seller
Delivery to Port/Place	Buyer	Seller	Seller	Seller	Seller	Seller	Seller	Seller	Seller	Seller	Seller
Export Duty, Taxes & Customs Clearance	Buyer	Seller	Seller	Seller	Seller	Seller	Seller	Seller	Seller	Seller	Seller
Origin Terminal Charges	Buyer	Buyer	Seller	Seller	Seller	Seller	Seller	Seller	Seller	Seller	Seller
Loading on Carriage	Buyer	Buyer	Buyer	Seller	Seller	Seller	Seller	Seller	Seller	Seller	Seller
Carriage Charges	Buyer	Buyer	Buyer	Buyer	Seller	Seller	Seller	Seller	Seller	Seller	Seller
Insurance	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable	*Seller	Negotiable	**Seller	Negotiable	Negotiable	Negotiable
Destination Terminal Charges	Buyer	Buyer	Buyer	Buyer	Buyer	Buyer	Seller	Seller	Seller	Seller	Seller
Delivery to Destination	Buyer	Buyer	Buyer	Buyer	Buyer	Buyer	Buyer	Buyer	Seller	Seller	Seller
Unloading at Destination	Buyer	Buyer	Buyer	Buyer	Buyer	Buyer	Buyer	Buyer	Buyer	Seller	Buyer
Import Duty, Taxes & Customs Clearance	Buyer	Buyer	Buyer	Buyer	Buyer	Buyer	Buyer	Buyer	Buyer	Buyer	Seller



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\*CIF requires at least an insurance with the minimum cover of the Institute Cargo Clause (C) (Number of listed risks, subject to itemized exclusions)  
 \*\*CIP now requires at least an insurance with the minimum cover of the Institute Cargo Clause (A) (All risk, subject to itemized exclusions)  
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