



༄། །འབྲུག་མི་སེར་སྐོར་གཞི་བཟུང་ཚད།

**DRUK HOLDING & INVESTMENTS LTD.**

GROUP STANDARD BIDDING DOCUMENT

**GOODS AND SERVICES**

---



**“The Project for GSM Supply and Services”**

Table of Contents

*Table of Contents* .....2

**1. NOTICE INVITING TENDER**.....3

**2. Terms and Conditions** .....4

    2.1. Scope of Work..... 4

    2.2. Clarification to the bidding document ..... 4

    2.3. Documents comprising bid ..... 4

    2.4. Bid Price ..... 4

    2.5. Bid Validity ..... 5

    2.6. Bid Security ..... 5

    2.7. Purchaser’s Right to Accept Any Bid, and Reject any or All Bids ..... 5

    2.8. Quantity Variation ..... 6

    2.9. Award of Contract..... 6

    2.10. Delivery Schedule ..... 6

    2.11. Performance Security..... 6

    2.12. Liquidated Damage ..... 7

    2.13. Payment Terms..... 7

    2.14. Warranty Period ..... 7

    2.15. Contractor’s Responsibilities ..... 7

    2.16. Bhutan Telecom’s Responsibilities ..... 9

    2.17. Inspection and Testing..... 9

    2.18. Submission of Bid..... 9

    2.19. Termination ..... 9

    2.20. Force Majeure ..... 9

    2.21. Governing Law.....10

    2.22. Dispute Resolution .....10

**3. Technical Specification** ..... 11

    3.1. General.....11

    3.2. Tower.....11

    3.3. Monopole.....11

    3.4. Shelter .....11

    3.5. Power .....11

    3.6. DEG.....11

**4. Forms:** ..... 12

## 1. NOTICE INVITING TENDER

**NIT No: BT/GSM Project (Supply and Services)/2025**

1. Bhutan Telecom Lt invites eligible supplier to submit your ebids for the **Transportation, Installation & Commissioning of GSM Project materials 2025.**
2. Bhutan Telecom Ltd would like to inform supplier to kindly visit the website [www.tender.bt](http://www.tender.bt) for vendor registration and to submit the proposal online.
3. The user manual for vendor registration, bidding process and EMD upload is available on the website [www.tender.bt](http://www.tender.bt).
4. SBD Timeline

<b>NIT No.</b>	<b>BT/GSM Project (Services)/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

- a. The bidder(s) have to quote for all services as per the details as attached. The scope of work includes the transportation of materials up to individual sites from Phuntsholing and installation/erection of materials at the designated sites.
- b. The bidder(s) are required to quote separately as per the excel sheet provided in eProcurement for site wise quote.
- c. The Civil work and its materials (Earth work, cement, sand, rod, etc) are not included in the scope.

### 2.2. Clarification to the bidding document

Further information can be obtained in writing from [manager.accessnetwork@bt.bt](mailto:manager.accessnetwork@bt.bt), [keshop.adhikari@bt.bt](mailto:keshop.adhikari@bt.bt), [kuenzang.lhaden@bt.bt](mailto:kuenzang.lhaden@bt.bt), [manager.powerandinfra@bt.bt](mailto:manager.powerandinfra@bt.bt), [manager.procurement@bt.bt](mailto:manager.procurement@bt.bt), [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. Lot wise shall be evaluated and contract awarded separately to the firm(s) offering the lowest evaluated price for lot.

*Or*

- 2.4.3. The bidder(s) must quote for all the services under this bid if in lot. Price bids will be evaluated for all the services together and contract awarded to the firm offering the lowest evaluated total cost of all the items.
- 2.4.4. 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 12 months 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.
- 2.7.4. The Purchaser also reserves the right to reject/cancel the local transportation and relevant services orders post issuance of work order if pandemic situation or any other unforeseen disaster.

## **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 Contractor should perform the works as per the scope of work framed and the materials to be reached to the designated site as per the offer.
- 2.10.2. The delivery period of 45 days per site is for both the transportation and installation/erection even after issuing the purchase order separately. The payment for transportation and erection/installation will not be made separately for a same site.
- 2.10.3. The supplier/contractor shall transport, install and commission equipment/materials within 45 (forty-five) days from the date of site readiness (as mentioned in [clause 2.10.5](#)) per site including the curing period failing which the contractor shall be liable for liquidated damages as specified detailed in [clause 2.12](#) for both the supply and installation accordingly. The 45 days of delivery period is for a site but it cannot be multiplied with number of sites and derived the project completion deadline as a whole.
- 2.10.4. The start date or site readiness of the services will be the completion of civil work date or delivery of materials at the Phuntsholing (delivery date as per custom papers) whichever is later. The curing period of the civil work is included in the 45 days of delivery period.
- 2.10.5. The delivery period of 45 days per site is for both the transportation and installation/erection even after issuing the purchase order separately. The payment for transportation and erection/installation will not be made separately for a same site.
- 2.10.6. Except in case of Force Majeure, as provided under [clause 2.20](#), a delay by the Bidder in the performance of its Delivery and Completion obligations shall render the Bidder liable to the imposition of liquidated damages pursuant to [clause 2.12](#), unless an extension of time is agreed upon.
- 2.10.7. Contractor/Vendor should provide break up cost as per the attached site details.

## **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 Limited** 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.

- 2.11.2. Performance guarantee period will be one year from the date of successful completion of the services.

**2.12. Liquidated Damage**

- 2.12.1. If the bidder fails to perform the related 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. Expatriate supervision & Local service charge i.e., transportation and erection/commissioning charges shall be paid as follows:
- a) Thirty percent (30%) of the contract/purchase order shall be paid as advance upon the release of the purchase order and receiving the performa Invoice from the bidder.
  - b) The final Seventy (70%) payment of Contract/purchase order shall be paid after the completion of all the work including UAT and there shouldn't be any rectification or missing materials. Payment will be made as per site wise completion and receivable of user acceptance test. The UAT needs to be completed within 7 days after completion of the services.
- 2.13.2. For the non-Bhutanese contractor, at the time of release of payment, Tax /FCT (3%) shall be deducted at Source from the gross amount of bills as per the Income Tax Act of the Bhutan. The 3% FCT will be deducted from both supply and services in case both is awarded to a single supplier/contractor. The Purchaser shall furnish necessary TDS Certificate to the Bidders, issued by the Department of Revenue & Customs, RGoB.
- 2.13.3. For Bhutanese supplier/contractor, 2% TDS shall be deducted at the source from the gross amount of bills as per the Income Tax Act of the Bhutan.

**2.14. Warranty Period**

- 2.14.1. The contractor shall warrant that the equipment and materials supplied shall be new and free of defects and that the contractor shall be responsible for any defects that may develop within the warranty period of 12 months from the date of commissioning/erection.
- 2.14.2. The contractor shall be bound to rectify the fault or rectifications as the case may be. The performance security shall be used to cover the cost-of-service provider is not rectifying the service-related issue.

**2.15. Contractor's Responsibilities**

- 2.15.1. The contractor shall perform the work stipulated in [clause 2.10](#) above.
- 2.15.2. The contractor shall take full responsibility of performance, stability, reliability and durability of the facilities installed.
- 2.15.3. A fortnightly progress report shall be submitted giving the details on the progress of supply, installation and commissioning of the system.
- 2.15.4. Any part of the work found not to the satisfaction of Bhutan Telecom shall be remedied at the expense of the contractor.
- 2.15.5. Bidder or their representative should visit the site before submission of bids and full covid-19 protocols put in Place by Royal Government of Bhutan must be followed diligently. The

- contractor should visit site before quoting as the Headload provided by BT is just for reference and not on actual.
- 2.15.6. The contractor shall be fully responsible for the deviation of work scope for not adhering as specified above.
  - 2.15.7. Bidder should submit exclusive services cost breakup including transportation, head loading, installation and commissioning for tower, monopole, shelter, DEG and power. Bidder shall submit exclusive cost breakup for hardware and services.
  - 2.15.8. The contractor shall clean station and its surrounding and dispose wastes at the safe place post installation in accordance to the National Environment Commission policy.
  - 2.15.9. The contractor shall be fully responsible for any damages caused except force majeure prior to Acceptance test /handing taking.
  - 2.15.10. The contractor shall submit the implementation schedule on the transportation, installation and commissioning of tower, shelter, DEG and power, etc.
  - 2.15.11. The contractor shall follow guidelines of COVID-19 Protocol issued by Royal Government of Bhutan and any expenses pertaining to COVID-19 shall be borne by contractor. The expenses include the logistic and medical expenses for the employees of contractor (if Any).
  - 2.15.12. The contractor shall be fully responsible for transportation of materials on tranship while BT will facilitate approval from agencies.
  - 2.15.13. At least 2 team per region should be ready and available to deploy the works.
  - 2.15.14. The contractor shall be solely and entirely responsible and bear all risks associated with the operation. Under no circumstances shall BT be held liable against any claim related to damages of the equipment. The contractor shall be responsible to arrange the necessary insurance cover.
  - 2.15.15. The contractor shall be entirely responsible and should have proper handing taking of the materials (Tower, shelter, monopole and power) from the supplier in witness of the BT employer. BT will not take responsibilities of any damage equipment/materials once the handing taking is made and the contractor is entirely responsible **(In case if the supply and services are awarded to different Supplier/Contractor)**.
  - 2.15.16. The supplier/contractor shall be entirely responsible and should deliver the foundation materials to the sites. The supplier/contractor shall have proper handing taking of the Tower, shelter and monopole foundation materials with the Civil work contractor which the BT Civil engineer will share the details. BT will not take responsibilities of any damage or missing foundation materials. **(In case if the supply and services are awarded to different Supplier/Contractor)**.
  - 2.15.17. The successful bidder for the service provider (contractor) is responsible for the transportation including the foundation materials, Installation & Commissioning.
  - 2.15.18. The successful bidder for the service provider (contractor) is responsible for the transportation and Installation of LPS and its earthing which are included in the Tower Erection BOQ.
  - 2.15.19. The contractor should share the tentative work plan for all the sites (Tower, power, shelter, monopole and DEG) which is subject to change according to civil work and materials delivery but the time period shouldn't be changed.
  - 2.15.20. The contractor should provide break up cost as per the attached site details.



2.15.21. The contractor is responsible to provide the safety equipment to their workers and they should follow all the safety protocols as per the rules and regulation of the Ministry of Industry Commerce and Employment.

**2.16. Bhutan Telecom’s Responsibilities**

2.16.1. Bhutan Telecom shall take necessary measures to accord personnel of contractor such facilities as issuance of visas, permits and other authorizations necessary for the entry into Bhutan and travel to the sites.

2.16.2. BT also reserves right to change in implementation schedule based on the priority, which will be informed in advance to the contractor.

**2.17. Inspection and Testing**

2.17.1. The Supplier/contractor shall conduct standard tests in presence of Bhutan Telecom representatives to conform to general technical standards.

2.17.2. Should any tested/ inspected equipment or services 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.

**2.18. Submission of Bid**

2.18.1. 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.

2.18.2. As such a bid in which the Bid Submission Form. Not duly filled, signed and sealed by the bidder shall be rejected.

**2.19. Termination**

2.19.1. 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 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).

**2.20. Force Majeure**

2.20.1. 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.

- 2.20.2. 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.
- 2.20.3. Events caused due to animals and theft cannot be considered as force Majeure events.
- 2.20.4. In case of Force Majeure, the contractor shall promptly notify the employer in writing and furnish the employer with all relevant information thereto.
- 2.20.5. Should a cause of force majeure continue for more than two (2) month, either party shall then have the right to terminate this Contract.

**2.21. Governing Law**

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

**2.22. Dispute Resolution**

- 2.22.1. 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. Services Description

#### 3.1. General

- 3.1.1. The different sites will have different equipment, tower, etc and the services should be carried out as per the details of the equipment shared by the Bhutan Telecom Limited.

#### 3.2. Tower

- 3.2.1. Tower transportation means transportation of tower materials including the foundation bolts, earthing materials, LPS, aviation lamp etc to the designated site from Phuntsholing.
- 3.2.2. Tower erection including earthing means erection of the towers, tower earthing, LPS installation and its earthing and aviation lamp installation.
- 3.2.3. The transportation of the earthing, foundation materials and LPS for the tower relocation sites will be from Phuntsholing to designated site.

#### 3.3. Monopole

- 3.3.1. Monopole transportation means transportation of monopole materials including the foundation bolts, earthing materials, etc to the designated site from Phuntsholing.
- 3.3.2. Monopole erection including earthing means erection of the monopoles, monopole earthing, light/lamp installation, etc.

#### 3.4. Shelter

- 3.4.1. Shelter transportation means transportation of shelter materials including the foundation bolts/materials, earthing materials, etc to the designated site from Phuntsholing.
- 3.4.2. Shelter installation including earthing means installation of the shelter, shelter earthing (if any), lighting installation, etc.

#### 3.5. Power

- 3.5.1. Power equipment transportation means transportation of all the power materials specified to the designated site from Phuntsholing. The designated site may have solar panels also according the site details provided in the site wise BOQ which needs to be transported.

#### 3.6. DEG

- 3.6.1. Diesel engine generator transportation means transportation of all the DEG materials and its earthing materials to the designated site from Phuntsholing.
- 3.6.2. DEG installation means installation of all the DEG materials including earthing work at the designated sites depending on the requirement of the particular sites.

## 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;

- (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]

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)	DPU 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

Inco Docs Create your Sales & Shipping Documents at [www.incodocs.com](http://www.incodocs.com)

\*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)  
 Copyright © 2020 IncoSolutions Pty Ltd. All Rights Reserved.  
 This is general information for guidance purposes only. IncoSolutions Pty Ltd is not responsible for these contents nor do the contents listed above contain all details. For a full and complete description, refer to the full version of Incoterms® 2020 by the International Chamber of Commerce at the ICC website.