



STANDARD BIDDING DOCUMENT

SUPPLY AND DELIVERY OF BATTERIES

NIT No. MMD0090/2023 dated 18/05/2023
File No. DGPC/MMD/Batteries/2023/476

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.



24/05/2023

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NOTICE INVITING TENDER

**Material Management Division
Druk Green Power Corporation Limited
Phuentsholing**

Domestic Competitive Bidding

For

Supply and Delivery of Batteries

NIT No: MMD0090/2023

Date: 18/05/2023

Material Management Division, DGPC invites sealed Bids from eligible Bidders for the Supply and Delivery of **Batteries** as per the scope of supply mentioned hereinafter.

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

| | |
|--------------------------------------|--|
| Tender No. and date | MMD0090/2023 dated 18/05/2023 |
| Document available period (date) | From 22/05/2023 to 12/06/2023 |
| Bid submission (date & time) | Up to 12/06/2023 by 15:00 Hrs BST. |
| Pre-bid meeting (if any) | NA |
| Bid opening date, time & place | 12/06/2023 at 15:30 hrs BST at MMD, Phuentsholing |
| Bidding Documents shall be available | www.drukgreen.bt |

2. Issuance of Bidding Documents shall not automatically construe that the Bidder fulfils the Qualifying Requirements which shall be determined during Bid evaluation based on data/documents submitted by the Bidder.

3. Bids shall be submitted at the address given below and shall be opened in the presence of Bidder's representatives who choose to attend.
4. All Bids must be accompanied by Bid Security for an amount of **BTN. 37,000.00 (Thirty-Seven Thousand) only** in the form of Demand Draft /Cash Warrant /Banker's Cheque/Bank Guarantee enforceable by any financial institutions in Bhutan, and shall remain valid till **10/09/2023 in favour of Material Management Division, DGPC**. Purchaser may also accept cash deposit through bank transfer in expectational circumstances.
5. Qualification Requirement for Bidders shall be as specified in the BDS.
6. Bid Documents are not transferrable. The Purchaser reserves the right to accept or reject any Bid partly or fully or cancel the bidding process without assigning any reasons thereof and in such case no Bidder/ intending Bidder shall have any claim arising out of such action of the Purchaser.
7. Address for bid submission:

Sangay Pema
Head, Material Management Division,
Phuentsholing.
Telephone: 05-254465



SECTION I: INSTRUCTIONS TO BIDDERS (ITB) – In a separate document



SECTION II. BID DATA SHEET

| ITB | Particulars |
|---------------|---|
| 1.1 | The Purchaser is: Material Management Division, DGPC, Phuentsholing |
| 8.2 | For Bid clarification purposes, the Purchaser's address is: Attention: [Thinley Penjor] Address: Material Management Division, Phuentsholing Phone number: +975 5 253233 Mobile No. +975 17279677 Electronic mail: <u>t.penjor2239@drukgreen.bt</u> |
| 8.3 | Bid Clarification request will be received on or before: Time: 15:30 Hrs BST Date: 31/05/2023 |
| 8.5 | A pre-bid meeting "shall not" take place. |
| 10.1 | The language of bid is: English |
| 12.1(i) | The Bidder shall submit with its Bid the following additional documents: a) Copy of Valid Trade License /Certificate of Incorporation b) Latest Tax Clearance Certificate c) Bid Submission Form |
| 14.3 | The Bidder shall quote prices: CIP. MMD Store, Phuentsholing, Bhutan |
| 14.3 (a) & b) | The final destination is: MMD Store, Phuentsholing. |
| 14.5 | Bids are being invited for [INDIVIDUAL ITEM] |
| 15.1 | The prices quoted by the Bidder "shall not" be adjustable. |
| 16.1 | The Bidder shall quote in BTN |
| 17.1 | The Bid validity period shall be 60 days from the date of bid opening i.e., up to 11/08/2023. |
| 18.1 | The Bidder shall furnish a bid security in the amount of BTN 37,000.00 shall be valid up to 10/09/2023. |
| 19.1 | Alternative Bids "shall not" be permitted. |
| 20.3 | The period of time for which the Goods are expected to be functioning (for the purpose of spare parts, special tools, etc.) is [NOT APPLICABLE] |
| 21.1 | Financial Capability The Bidder shall furnish documentary evidence that it meets the financial requirement(s): [NOT APPLICABLE] |

| | |
|-----------|---|
| 21.2 | Experience and Technical Capacity The Bidder shall furnish documentary evidence to demonstrate that it meets the following experience requirement(s): [NOT APPLICABLE] |
| 21.3(a) | Manufacturer's authorization " is not " required. |
| 21.3(b) | After sales maintenance, repair, spare parts stocking and related service " are not " required, and the Bidder therefore " is not " required to be represented by a suitably equipped and able agent in Bhutan. |
| 21.3 (c) | Joint Venture/Consortium (JV/C) Bids are permitted [NO] |
| 22.1&24.1 | In addition to the original Bid, the number of copies is: [NOT REQUIRED] |
| 24.2 (b) | For bid submission purposes only, the Purchaser's address is: Head, Material Management Division, Phuentsholing. Telephone: 05-254465 E-mail: s.pema1815@drukgreen.bt |
| 24.8 | Bidders " shall not " have the option of submitting their Bids electronically. |
| 25.1 | The deadline for the submission of Bid is: 12/06/2023 15:00 hrs. Bhutan time. |
| 28.1 | The Bid Opening shall take place at: Address: Material Management Division, Office Date: 12/06/2023 Time: 15:30 hrs, Bhutan Time |
| 36.3 | Evaluation will be done for [ITEM WISE] |
| 36.3 (e) | The adjustments shall be determined using the following criteria: [NOT APPLICABLE] |
| 36.6 | Bidders " shall " be allowed to quote prices for one or more lots. |
| 38.1 | A margin of Domestic Preference " shall not " apply. |
| 43. | The successful Bidder shall submit the contract performance security and sign the Contract within 15 days from the date of issuance of NOA . |
| 44. | Signing of contract shall be within 15 days from the date of issuance of NOA . |

SECTION III: BIDDING FORMS



Form I: Bidder's Information Form

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

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

Tender No.: **MMD0090/2023**

| | |
|---|--|
| 1. Bidder's Legal Name [insert name] | |
| 2. In case of Joint Venture/ Consortium (JV/C) legal name of each member: [insert JV/C] | |
| 3. Bidder's or each member of JV/C 's Country of Registration: [insert Country of Registration] | |
| 4. Bidder's or each member of JV/C 's Year of Registration: [insert year of registration] | |
| 5. Bidder's or each member of JV/C 's Legal Address in Country of Registration..... [insert legal address] | |
| 6. Bidder's or each member of JV/C 's Authorized Representative Information (if applicable) Name and identity No.: [insert Authorized Representative's name and identity No.] Address: [insert Authorized Representative's address] Telephone/mobile No.: [insert Authorized Representative's contact No.] E-mail Address: [insert Authorized Representative's email] | |
| Attached are copies of the following original documents: <i>[check the box(es) of the attached original documents]</i> | |
| <input type="checkbox"/> | Articles of Incorporation or Registration of firm or valid Trade license named in 1 above, |
| <input type="checkbox"/> | In the case of a JV/C letter of intent to form the JV/C or the JV/C agreement |
| <input type="checkbox"/> | In the case of a government owned entity from Bhutan, documents establishing legal and financial autonomy and compliance with commercial law |
| <input type="checkbox"/> | Power of attorney authorizing the signatory of the Bid to sign on behalf of the Bidder. |
| <input type="checkbox"/> | Latest Tax clearance certificates. |
| | |

Form II: 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.: **MMD0090/2023**

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

To: Material Management Division, DGPC, Phuentsholing.

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda No.: *[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 Delivery Schedules specified in the SCC 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 (d) below is: *[insert the Bid Price in words and figures, indicating the various amounts and their respective currencies]* *[in case of single stage, two envelopes, this clause (c) and (d) shall not be applicable]*;
- (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 in accordance with ITB Sub-Clause 26.1, and it shall remain binding upon us and may be accepted at any time before expiry of that period;
- (c) If our Bid is accepted, we commit to provide a Performance Security in accordance with ITB Clause 45 and GCC Clause 16 for the due performance of the Contract;



- (d) We are not participating, as Bidders, in more than one Bid in this bidding process, other than any alternative offers submitted in accordance with ITB Clause 15;
- (e) 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]*
- (f) We have no conflict of interest pursuant to ITB Sub-Clause 3.2;
- (g) Our firm, its affiliates or subsidiaries - including any subcontractors or suppliers for any part of the contract - has not been declared ineligible by the Purchaser under the laws or official regulations of Bhutan, in accordance with ITB Sub-Clause 3.4;
- (h) We have read the ITB and GCC 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.
- (i) 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.
- (j) We accept the Vendor Performance Management System.

We understand that you are not bound to accept the lowest evaluated Bid or any other Bid that you may receive.

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

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

Form III: Bid Security (Bank Guarantee)

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

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

Tender No.

Beneficiary: [Name and Address of Purchaser]

Date: _____

BANK GUARANTEE No.: _____

At the request of the Bidder, we..... *[insert name of Bank]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of.....
..... *[insert amount in figures]*
[insert amount in words] upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the Bid conditions, because the Bidder:

(a) has withdrawn its Bid during the period of Bid validity specified by the Bidder in the Form of Bid;

or

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

This guarantee will expire: (a) if the Bidder is the successful Bidder, upon our receipt of copy of the contract signed by the Bidder and the Performance Security issued to you upon the instruction of the Bidder; or (b) if the Bidder is not the successful Bidder, upon receipt of notification of being unsuccessful bidder from the purchaser; or thirty days after the expiration of the Bidder's Bid. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

[signature(s)]



Form IV: Manufacturer's Authorization

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

Date: *[insert date of Bid Submission]*

Tender No.: *[insert tender number]*

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

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

WHEREAS

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

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

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

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

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

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

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



Form V: Integrity Pact

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

1 General:

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

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

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 process¹** and **contract administration²**, 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 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, mis-representation, providing false/fake documents, bid rigging, bid steering or coercion) by the Bidder, or any one employed by him, or acting on his/her behalf (whether with or without the knowledge of the Bidder), shall be dealt with as per the terms and conditions of the contract and other provisions of the relevant laws, including De-barment Rules.

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

7. Monitoring and Administration:

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

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

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

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

Affix Legal Stamp

Affix Legal Stamp



EMPLOYER

BIDDER/REPRESENTATIVE

CID:

| | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| 1 | 2 | 0 | 0 | 6 | 0 | 0 | 1 | 0 | 6 | 0 |
|---|---|---|---|---|---|---|---|---|---|---|

CID:

| | | | | | | | | | | |
|--|--|--|--|--|--|--|--|--|--|--|
| | | | | | | | | | | |
|--|--|--|--|--|--|--|--|--|--|--|

Balika

Witness: _____

Witness: _____

Name: **Balika Chhetri**

Name:



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Form VI: Deviation Schedule

The Bidder shall specify below, in detail, all deviations from and exceptions to the Bid Document. Any entry shall be referenced to the clause to which they refer.

The Bidder shall be deemed to be compliant with the content and intent of the Bid Document except in respect of deviations and exception listed in this Schedule.

| Clause No. | Details of Deviation/ Exception | Reasons for Deviation/ Exception |
|------------|------------------------------------|-------------------------------------|
| | | |
| | | |
| | | |

In case of NO DEVIATION mentioned here and deviation of clauses/specification is mentioned elsewhere, then it will be taken as a deviation.

Signature of Bidder _____

Place & Date _



Form VII: Price Schedule Form

| Sl. No. | Description of Goods | Place of origin | Quantity | Unit | Unit Price (BTN) | Total Price (BTN) |
|--------------------------------|----------------------|-----------------|----------|------|------------------|-------------------|
| <i>Price Schedule attached</i> | | | | | | |
| Total Price | | | | | | |

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



Price Schedule - Related Services - As per price schedule attached

| SN | Description of Services | Quantity | Unit | Unit Price (BTN) | Total Price (BTN) |
|----|-------------------------|----------|------|---------------------|-------------------|
| | | | | | |
| | | | | | |

Total Bid Price

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



Form VIII: Technical Specifications (if applicable) -As per Price Schedule attached

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

| <i>Item No</i> | <i>Name of Goods or Related Service</i> | <i>Technical Specifications and Standards</i> |
|----------------|---|---|
| | | |
| | | |
| | | |
| | | |

Drawings (if applicable)

These Bidding Documents include **“no”** drawings.



**SECTION IV: GENERAL CONDITIONS OF CONTRACT (GCC) –
IN SEPARATE DOCUMENT**



SECTION V: SPECIAL CONDITIONS OF CONTRACT (SCC)

| | |
|--|--|
| <p>The following Special Conditions of Contract (SCC) shall supplement and/or amend the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the (GCC).</p> | |
| <p>Reference to the GCC is made as under:</p> | |
| 1.1.18 | Final Destination(s) is: Store, Material Management Division, DGPC, Phuentsholing |
| 1.1.19 | The Purchaser is: Material Management Division, DGPC, Phuentsholing |
| 1.3.5 (a) | The meaning of the trade terms shall be as prescribed by Incoterms. If the meaning of any trade term and the rights and obligations of the parties there under shall not be as prescribed by Incoterms, they shall be as prescribed by: [Incoterm 2020] |
| 1.3.5(b) | The term CIP and other similar terms shall be as per the version of Incoterms 2020. |
| 1.5.1 | The language shall be “English” |
| 1.7.1 | For notices, the addresses shall be: For the Purchaser: Attention: Thinley Penjor Address: Material Management Division, Procurement Unit, DGPC Telephone: 00975 05 253233/00975 17279677 E-mail address: <u>t. penjor2239@drukgreen.bt</u> |
| 3.2.1 | The amount of the Performance Security shall be 10% of the contract value, if each contract value is above Nu. 0.50 Million prior to signing of contract. OR In case of contract value up to Nu.0.50 million, the purchaser shall retain 10% of contract value in place of performance security against each supply. The retention money/performance security shall be released within 30 days from the date of completion of warranty period (if applicable), or within thirty (30) days from the date of complete delivery of all items. |
| 3.2.3 | The types of acceptable Performance Securities and validity are: (a) Performance security: (i) <i>Unconditional bank guarantee issued by a reputable financial institution acceptable to any banks in Bhutan, in the form provided for in the Contract or in any other form acceptable</i> |

| | |
|---------------|--|
| | <p><i>to the purchaser:</i></p> <p>(ii) <i>Cash warrant, or</i></p> <p>(iii) <i>Demand Draft</i></p> <p>(b) Validity of performance security: The Performance Security shall be valid thirty (30) days beyond the successful completion of the Supplier’s performance obligations under the Contract, including the completion of the warranty period under the Contract and for any extension thereto. It shall serve as a guarantee that the Supplier will perform his contractual obligations under the Contract till the warranty period.</p> |
| 3.3.1 | Subcontracting shall be “not allowed” . |
| 5.2.1 | The inspections and tests shall be: In case of any anomalies during test/ check, decision made by the end-user shall be final and binding. |
| 5.2.2 | Inspections and tests shall be conducted at: Final point of delivery. |
| 6.1.1 | The time for Delivery shall be 90 days from date of notification of award or purchase order. Details of Shipping and other Documents to be furnished by the Supplier are: Invoice & Challan, etc. |
| 6.3.1 | The applicable rate for liquidated damages for delay shall be 0.30% per day of delay with a maximum of 10% (ten) percent of the total value of the delayed goods or unperformed services |
| 7.1.3 | The warranty shall be valid for 365 days after the goods have been delivered and accepted at the final destinations (BHP, CHP, CO, HRDC, KHP, THP) or as per manufacturer’s warranty period. [APPLICABLE] |
| 7.1.4 & 7.1.5 | The period for repair or replacement shall be: 30 days. |
| 9.1.1 a) | The prices charged for the Goods supplied and the related Services performed “shall not” be adjustable. |
| 9.2.1 | Terms of payment shall be: 100% payment shall be made promptly by DGPC, no later than thirty (30) days after the receipt of goods along with invoices and documents in accordance with GCC 9.2.2 . Provided that the documents are compliant with all the requirements of DGPC. In case of incomplete/ non-compliant invoices and documents, DGPC shall ask the Supplier to re-submit the invoices and documents with full compliance. |
| 9.3.4 | Tax Deducted at Source (TDS) from Bhutanese Bidders shall be “2 %” from the gross amount of bills. |

| | |
|--------|---|
| 13.1.1 | Responsibility for transportation of the Goods shall be as specified in the Incoterms. |
| 13.2.2 | The packing, marking and documentation within and outside the packages shall be as per GCC 13.2. |
| 14.1.1 | The insurance coverage shall be as specified in the Incoterms 2020. |
| 15.1.2 | <p>Contract with a Bhutanese Supplier:</p> <p>In the case of a dispute between the Purchaser and a Bhutanese Supplier, the dispute shall be referred to adjudication or arbitration in accordance with Alternative Dispute Resolution Act of Bhutan 2013.</p> |



SECTION VI: CONTRACT FORMS



Form I: Contract Agreement

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

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

BETWEEN

----- *[insert complete name of Purchaser]*, a Purchaser registered under the
..... *the laws of Bhutan* and having its principal place of business at *[insert address of
Purchaser]* (hereinafter called “The Purchaser”), *and*

-----*[insert name of Supplier]*, incorporated under the laws of
[insert country of Supplier] and having its principal place of business at *[insert address of
Supplier]* (hereinafter called “the Supplier”).

WHEREAS the Purchaser invited Bids for certain Goods and related services, viz., *[insert brief description
of Goods and Services]* and has accepted a Bid by the Supplier for the supply of those Goods and
Services for a total 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. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall constitute the Contract between the Purchaser and the Supplier, and each shall be read and construed as an integral part of the Contract, viz.:
 - (a) This Contract Agreement;
 - (b) Performance Security;
 - (c) Integrity Pact;
 - (d) The Purchaser’s Notification of Award of Contract;
 - (e) Minutes of Contract Negotiation Meeting (if any);
 - (f) The Special Conditions of Contract;
 - (g) The General Conditions of Contract;
 - (h) Technical Requirements (including Schedule of Supply and Technical Specifications.)
 - (i) The Supplier’s Bid and original Price Schedules;
 - (h) *[Insert here any other document(s) forming part of the Contract]*



3. This Contract shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.
4. In consideration of the payments to be made by the Purchaser to the Supplier as 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.
5. 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

Signed: *[insert signature, affix legal stamp]*
in the capacity of *[insert title or other appropriate designation]*

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

For and on behalf of the Supplier

Signed: *[insert signature of authorized representative(s) of the Supplier, affix legal stamp]*
in the capacity of *[insert title or other appropriate designation]*

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



Form II: Contract Performance Security

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

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

Tender No. *[insert tender number]*

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

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

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

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

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

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

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

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

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



Form III: Bank Guarantee for Advance Payment

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

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

Tender No. *[insert tender number]*

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

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

Beneficiary: *[insert Name and address of the Purchaser]*

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

At the request of the Supplier, we hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[insert amount(s)]¹ in figures and words* upon receipt by us of your first demand in writing declaring that the Supplier is in breach of its obligation under the Contract because the Supplier used the advance payment for purposes other than toward delivery of the Goods.

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

This Guarantee shall remain valid and in full effect from the date of the advance payment received by the Supplier under the Contract until *[insert date]²*. We agree to a one-time extension of this Guarantee for a period not to exceed *[six months] / [one year]*, in response to the Purchaser’s written request for such extension, such request to be presented to us before the expiry of the Guarantee.

[signature(s) of authorized representative(s) of the bank]

- 1 *The bank shall insert the amount(s) specified and denominated in the Notification of Award,*
- 2 *Insert the Delivery date stipulated in the Contract Delivery Schedule. the Purchaser should note that in the event of an extension of the time to perform the Contract, the Purchaser would need to request an extension of this Guarantee from the bank. Such request must be in writing and must be made prior to the expiration date established in the Guarantee*



PRICE SCHEDULE

| S# | MATERIAL ASSET/ GROUP | DESCRIPTION | QTY | UOM | UNIT RATE | | TOTAL AMOUNT | MAKE/ BRAND | COUNTRY OF ORIGIN |
|--------------------------------|-----------------------|--|-----|-----|-----------|----------|--------------|---------------------------------|-------------------|
| | | | | | IN FIGURE | IN WORDS | | | |
| 1 | 20000004044 | Industrial lead acid battery, 6V OPZS 300 compact tubular battery in transparent container, 300AH, dimension (L487 x W187 x H388mm) with complete set of connectors & cables including the stand. | 18 | NO | | | | Make to specified by the bidder | |
| 2 | 20000004549 | Battery Bank, 48VDC 100Ah, power stack series, VRLA battery with 24 cells | 1 | NO | | | | Amaraja Equivalent or higher | |
| 3 | 2000001996 | Hydrometer for battery catalogue to be submitted alongwith the bid. | 1 | NO | | | | Debnath/ Equivalent or higher | |
| 4 | 2000009399 | Lead acid battery 12V, 150 AH | 2 | NO | | | | Exide/ Equivalent or higher | |
| 5 | 2000017399 | Charger Card-40302006300V Rev 2,5205 | 1 | NO | | | | Make to specified | |
| 6 | 2000017451 | SMPS Charger Input Voltage: 170-270V AC Output :24V DC, 10A Model :15212D5 | 2 | NO | | | | Make to specified | |
| 7 | 6000001456 | Battery-40-5DB500, 500Ah No. G20130401 190, 80Vdc 500Ah, C-Rating: C/5 with intelligent battery charger set for balance battery forklift truck, Capacity: 3.5Tone and model: CPD35C. Container size (LBH) (114 x 58 x 81)cm with Battery cell dimension (LBH) of (15.5 x 9 x 60)cm | 1 | SET | | | | Make to specified | |
| Total amount in figure: | | | | | | | | | |
| Total amount in words: | | | | | | | | | |