

DRUK GREEN POWER CORPORATION LIMITED
MATERIAL MANAGEMENT SECTION
PHUENTSHOLING: BHUTAN



STANDARD BIDDING DOCUMENT

SUPPLY AND DELIVERY OF PAINTS.

NIT No. MMS0077/2024 dated 17/04/2024
File No. DGPC/MMS/Paints/2024/379

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



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NOTICE INVITING TENDER

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

Domestic Competitive Bidder

For

Supply and Delivery of Paints

NIT No: MMS0077/2024

Date: 17/04/2024

Material Management Section, DGPC invites sealed Bids from eligible national Bidders for the Supply and Delivery of **Paints** 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	MMS0077/2024 dated 17/04/2024
Document available period (date & time)	From 24/04/2024 to 15/05/2024
Bid submission (date & time)	Up to 15/05/2024 by 15:00hrs BST.
Pre-bid meeting (if any)	NA
Bid opening date, time & place	15/05/2024 at 15:30 hrs BST at MMS, 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. 35,000.00 (Thirty-Five 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 **13/08/2024 in favour of Material Management Section, 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:

**Head,
Material Management Section,
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 Section, DGPC, Phuentsholing
8.2	For Bid clarification purposes, the Purchaser's address is: Attention: [Punam Mongar] Address: Material Management Section, Phuentsholing Phone number: +975 5 254382 Electronic mail: p.mongar3560@drukgreen.bt
8.3	Bid Clarification request will be received on or before: Time: 15:30 Hrs BST Date: 04/05/2024
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. MMS Store, Phuentsholing
14.3 (a) & b)	The final destination is: MMS 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 14/07/2024.
18.1	The Bidder shall furnish a bid security in the amount of BTN 35,000.00 shall be valid up to 13/08/2024.
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 Section, Phuentsholing. Telephone: 05-254465 E-mail: <u>s.pema1815@drukgreen.bt</u>
24.8	Bidders " shall not " have the option of submitting their Bids electronically.
25.1	The deadline for the submission of Bid is: 15/05/2024 15:00 hrs. Bhutan time.
28.1	The Bid Opening shall take place at: Address: Material Management Section, Office Date: 15/05/2024 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.: **MMS0077/2024**

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: [check the box(es) of the attached original documents]	
<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.: **MMS0077/2024**

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

To: Material Management Section, 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 onday 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 Section, 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 process**¹ and **contract administration**², 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:

--	--	--	--	--	--	--	--	--	--	--

Punam Mongar
24/04/2024

Witness: _____

Witness: _____

Name: **Punam Mongar**
Procurement Assistant

Name:



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

[The Bidder shall fill in these Price Schedule Forms in accordance with the instructions indicated]

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- If applicable

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

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

Drawings

These Bidding Documents include “**No**” drawing. Or as per Price Schedules



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



SECTION V: SPECIAL CONDITIONS OF CONTRACT (SCC)

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).	
Reference to the GCC is made as under:	
1.1.18	Final Destination(s) is: Store, Material Management Section, DGPC, Phuentsholing
1.1.19	The Purchaser is: Material Management Section, 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: Miss Punam Mongar Address: Material Management Section, Procurement Unit, DGPC Telephone: 00975 05 254386 E-mail address: <u>p.mongar3560@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 to the purchaser;</i> (ii) <i>Cash warrant, or</i> (iii) <i>Demand Draft or (as applicable)</i> (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. (c) Bidder shall submit Performance Security separately for Druk Green Power Corporation and Dagachhu Hydro Power Corporation.
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. (Signed with Company Seal) .
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, MHP, DHPC) or as per manufacturer’s warranty period.
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	Contract with a Bhutanese Supplier: 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.

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 date²]*. 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

SN	MATERIAL/ ASSET/ GROUP	DESCRIPTION	QTY	UO M	UNIT RATE		TOTAL AMOUNT	MAKE/ BRAND	COUN TRY OF ORIGIN
					IN FIGURE	IN WORDS			
1	GNPTAPEM 4000000025	Acrylic exterior emulsion paint - Green 20L Pak	60	L				MAX/ Equivalent or Higher	
2	GNPTAPEM 4000000026	Acrylic exterior emulsion paint - Red 20L Pak	60	L				MAX/ Equivalent or Higher	
3	GNPTAPEM 4000000027	Acrylic exterior emulsion paint - White 20L Pak	60	L				MAX/ Equivalent or Higher	
4	GNPTAPEM 4000000030	Acrylic exterior emulsion paint - Yellow 20L Pak	200	L				MAX/ Equivalent or Higher	
5	GNPTAPEM 4000000031	Acrylic exterior emulsion paint - Black 20L Pak	60	L				MAX/ Equivalent or Higher	
6	GNPTAPWD 4000000037	Acrylic distemper - Green 20L Pak	200	L				MAX/ Equivalent or Higher	
7	GNPTAPWD 4000000038	Acrylic washable distemper - pale cream 20L bucket	1,240	L				MAX/ Equivalent or Higher	



SN	MATERIAL/ ASSET/ GROUP	DESCRIPTIO N	QTY	UO M	UNIT RATE		TOTAL AMOUNT	MAKE/ BRAND	COUNT RY OF ORIGIN
					IN FIGURE	IN WORDS			
8	GNPTAPWD 4000000039	Acrylic washable distemper - super white 20L Pak	600	KG				MAX/ Equivalent or Higher	
9	GNPTSyen 4000000043	SE corrugal paint- red 4L Pak	8	L				Shalimar/ Equivalent or Higher	
10	GNPTSyen 4000000045	SE paint - deep orange	50	L				Shalimar/ Equivalent or Higher	
11	GNPTSyen 4000000050	SE paint - golden yellow 4L Pak	100	L				MAX/ Equivalent or Higher	
12	GNPTSyen 4000000051	SE paint - sky blue 4L Pak	132	L				MAX/ Equivalent or Higher	
13	GNPTSyen 4000000052	SE paint - white 20L Pak	440	L				MAX/ Equivalent or Higher	
14	GNPTSyen 4000000056	SE paint - light grey 4L Pak	140	L				MAX/ Equivalent or Higher	



SN	MATERIAL/ ASSET/ GROUP	DESCRIPTIO N	QTY	UO M	UNIT RATE		TOTAL AMOUNT	MAKE/ BRAND	COUNT RY OF ORIGIN
					IN FIGURE	IN WORDS			
15	GNPTSyen 4000000057	SE paint, yellow 4L Pak	180	L				Shalimar/ Equivalent or Higher	
16	GNPTSyen 4000000059	SE paint, smoke grey	356					Berger/ Equivalent or Higher	
17	GNPTSyen 4000000060	SE paint - Black 20L Pak	200	L				MAX/ Equivalent or Higher	
18	GNPTSyen 4000000061	SE paint - P.O. red 20L Pak	100	L				MAX/ Equivalent or Higher	
19	GNPTSyen 4000000062	SE paint - bus green	42	L				MAX/ Equivalent or Higher	
20	GNPTSyen 4000000063	SE paint - mint green 4L Pak	110	L				Shalimar/ Equivalent or Higher	
21	GNPTSyen 4000000066	SE paint - vanilla cream 4L Pak	150	L				MAX/ Equivalent or Higher	
22	GNPTSyen 4000000068	SE paint - green 20L Pak	200	L				MAX/ Equivalent or Higher	



SN	MATERIAL/ ASSET/ GROUP	DESCRIPTIO N	QTY	UO M	UNIT RATE		TOTAL AMOUNT	MAKE/ BRAND	COUNT RY OF ORIGIN
					IN FIGURE	IN WORDS			
23	GNPTSyen 4000000069	S.E paint - tractor orange 4L ak	80	L				MAX/ Equivalent or Higher	
24	GNPTSyen 4000000070	SE paint - dark blue 4L Pak	20	L				MAX/ Equivalent or Higher	
25	GNPTSyen 4000000071	SE paint - azure blue	15	L				Shalimar/ Equivalent or Higher	
26	GNPTOPOP 4000000073	Aluminium paint with paste 20L Pak	280	L				MAX/ Equivalent or Higher	
27	GNPTOPOP 4000000074	Lime 25L Pak	800	KG				Beger/ Equivalent or Higher	
28	GNPTOPOP 4000000075	Thai gold paint	70	L				MAX/ Equivalent or Higher	
29	GNPTOPOP 4000000077	Epilux Coal Tar Epoxy Paint, Black 20L Pak	800	KG				Beger/ Equivalent or Higher	
30	GNPTOPOP 4000000079	Hardener EH- 411 20L Pak	25	KG				MAX/ Equivalent or Higher	



SN	MATERIAL/ ASSET/ GROUP	DESCRIPTIO N	QTY	UO M	UNIT RATE		TOTAL AMOUNT	MAKE/ BRAND	COUNT RY OF ORIGIN
					IN FIGURE	IN WORDS			
31	GNPTOPOP 400000089	Weather proof forest green paint 20L Pak	200	L				MAX/ Equivalent or Higher	
32	GNPTOPOP 400000090	Blue Paint (Jet Plus) 20L Pak	100	L				MAX/ Equivalent or Higher	
33	GNPTPRPR 400000098	Red oxide primer 20L Pak	550	L				MAX/ Equivalent or Higher	
34	GNPTTHTH 400000103	GP Thinner 20L Pak	820	L				MAX/ Equivalent or Higher	
35	GNPTTHTH 400000104	Duco thinner	280	L				MAX/ Equivalent or Higher	
36	GNPTTHTH 400000105	Thinner 234 for epoxy black	80	L				Shalimar/ Equivalent or Higher	
37	GNPTTHTH 400000107	Epic thinner for white epoxy paint 20LPak	40	L				MAX/ Equivalent or Higher	
38	GNPTTHTH 400000108	Turpentine oil for super enamel paint	210	L				Beger/ Equivalent or Higher	
39	GNPTTHTH 400000111	Thinner - 844900	330	L				Beger/ Equivalent or Higher	



SN	MATERIAL/ ASSET/ GROUP	DESCRIPTIO N	QTY	UO M	UNIT RATE		TOTAL AMOUNT	MAKE/ BRAND	COUNT RY OF ORIGIN
					IN FIGURE	IN WORDS			
40	GNPTVAVA 4000000115	Elmptherm F50	10	L				Dr. Beck/Elant ac/ Equivalent or Higher	
41	GNPTVAVA 4000000117	Elmoluft Varnish, Grade A1	10	KG				Dr. Beck/Elant ac/ Equivalent or Higher	
42	GNPTVAVA 4000000119	Becktrol red gel	8	KG				Dr. Beck/ Equivalent or Higher	
43	GNPTPRPR 4000000209	Zinc Rich Primer	100	PA K				Shalimar/ Equivalent or Higher	
44	GNPTOPOP 4000000210	Red paint (Jet Plus)	150	L				Shalimar/ Equivalent or Higher	
45	GNPTAPEM 4000000267	Acrylic interior emulsion paint - White	200	L				MAX/ Equivalent or Higher	
46	GNPTSyen 4000000270	Raw silk Enamel paint	20	L				Shalimar/ Equivalent or Higher	
47	GNPTSyen 4000000453	S.E paint - red	20	L				Shalimar/ Equivalent or Higher	



SN	MATERIAL/ ASSET/ GROUP	DESCRIPTIO N	QTY	UO M	UNIT RATE		TOTAL AMOUNT	MAKE/ BRAND	COUNT RY OF ORIGIN
					IN FIGURE	IN WORDS			
48	GNPTTHTH 4000000556	Thinner (spirit)	100	L				Beger/ Equivalent or Higher	
49	GNPTSyen 4000000670	Epoxy black with catalist	135	L				Hindustan/ Equivalent or Higher	
50	GNPTOPOP 4000000759	Wall putty	600	KG				MAX/ Equivalent or Higher	
51	GNPTVAVA 4000000843	Hardner for red anti-tracking paint	8	KG				Dr. Beck/ Equivalent or Higher	
52	GNPTOPOP 4000000844	Red anti- tracking epoxy paint base	25	KG				Dr. Beck/ Equivalent or Higher	
53	GNPTSyen 4000001039	SE paint - Rose Red	20	L				Nerolac/ Equivalent or Higher	
54	GNPTSyen 4000001040	SE paint - Lemon Yellow	20	L				Shalimar/ Equivalent or Higher	
55	GNPTOPOP 4000001239	Plastic Paint, White	15	L				Asian/ Equivalent or Higher	
56	GNPTOPOP 4000001240	Plastic Paint, Blue	15	L				Asian/ Equivalent or Higher	



SN	MATERIAL/ ASSET/ GROUP	DESCRIPTIO N	QTY	UO M	UNIT RATE		TOTAL AMOUNT	MAKE/ BRAND	COUNT RY OF ORIGIN
					IN FIGURE	IN WORDS			
57	GNPTOPOP 4000001241	Plastic Paint, Green	15	L				Asian/ Equivalent or Higher	
58	GNPTOPOP 4000001242	Plastic Paint, Orange	15	L				Asian/ Equivalent or Higher	
59	GNPTOPOP 4000001243	Plastic Paint, Yellow	15	L				Asian/ Equivalent or Higher	
60	GNPTSyen 4000001244	Oil Paint, Blue	12	L				MAX/ Equivalent or Higher	
61	GNPTSyen 4000001245	Oil Paint, Green	12	L				MAX/ Equivalent or Higher	
62	GNPTSyen 4000001246	Oil Pain, - Yellow	12	L				Asian/ Equivalent or Higher	
63	GNPTSyen 4000001247	Oil Paint, Red	12	L				Asian/ Equivalent or Higher	
64	GNPTSyen 4000001248	Oil Paint, Black	12	L				Asian/ Equivalent or Higher	
65	GNPTSyen 4000001250	Oil Paint, Brown	12	L				Asian/ Equivalent or Higher	



SN	MATERIAL/ ASSET/ GROUP	DESCRIPTIO N	QTY	UO M	UNIT RATE		TOTAL AMOUNT	MAKE/ BRAND	COUNT RY OF ORIGIN
					IN FIGURE	IN WORDS			
66	GNPTAPWD 4000001251	Distemper, White	60	KG				Asian/ Equivalent or Higher	
67	GNPTOPOP 4000001341	Aluminium Paint 20L Pak	220	L				Asian/ Equivalent or Higher	
68	GNPTOPOP 4000001604	Light Grey Shade, Paint no. ISC:631	40	L				Asian/ Equivalent or Higher	
69	GNPTAPEM 4000001640	Exterior paint mid cream	160	KG				Nerolac / Equivalent or Higher	
70	GNPTAPEM 4000001638	Acrylic Distemper paint, Forest	820	KG				Asian/ Equivalent or Higher	
71	GNPTAPEM 4000001639	Acrylic Distemper paint, Morning	420	KG				Asian/ Equivalent or Higher	
72	GNPTOPOP 4000001605	Pearl White Paint (RAL 1013)	60	L					
73	GNPTOPOP 4000001606	Insulation Floor Coating	5	L					
74	GNPTOPOP 4000001622	Epoxy Paint, Light Grey	20	L				DR CRAFTY/ Equivalent or Higher	
Total amount in figure:									
Total amount in words:									

