# ञ्जाष्यः रुवार्टरः पर्सेता रुवा श्रम् रुवा श्रीय वी। ज्ञापित्तीया मिता पह्ये वार्थिया त्या श्रीय हो॥

# **RoyalUniversity of Bhutan College of Science and Technology**

**Rinchending: Bhutan** 



Bidding Documents for the supply of Stationary Items (2019-2020)

#### **IMPORTANT**

Bidders are required to register their names with the purchaser immediately upon their purchase of the Bidding Document, so as to enable the purchaser to make speedy communication with them as and when required. For this purpose; the prospective bidder who has purchased the documents shall fill in the following slip and immediately send the same to:

The President
College of Science and Technology
Post Box No 450
Phuentsholing Bhutan
Tel/+975 17161635 (President);17694256(Procurement Manager;16551467(Store); Fax: 16478518

Tender No: CST/ Store/Stationeries/2019-2020 (Framework Contracting)

|                  | Name of the Purchaser of the Tender Documents including full p                             | ostal address of the firm: |
|------------------|--|----------------------------|
|                  | Fax No:  |                            |
|                  | Tel No:  |                            |
|                  | Email id:  |                            |
|                  | Name of Local Agent (if any) and full postal Address                                       |                            |
|                  |  |                            |
|                  | No (issued at the time . A photocopy of the receipt shall also be enclosed with this slip) | of purchase of the tender  |
| Signature of the | he purchaser of the document   |                            |
|                  |  |                            |
| Dated            | Name (sign and return)   | Name of the Company        |
|                  |  |                            |
|                  | Company's Seal   |                            |

TABLE OF CONTENT

| Section Subject  |    | Page #                                 |
|--|----|--|
| Part A   |    |  |
| Invitation to Bid  |    | 4                                      |
| Part B   |    |  |
| <ul><li>I. Instruction to Bidders</li><li>II. General Conditions of Contract</li><li>III. Special Conditions of Contract</li><li>IV. Annexes</li></ul> |    | 5 - 10<br>11 - 13<br>14 - 17           |
| a) Bidder Information Form     b) Bid form and Price Schedule  | 20 | 18-19                                  |
| c)Bid form and Thee Schedule c)Bid security Form d) Contract Form e) Integrity Pact f) Performance Security Form g) Bill of Quantity                   | 20 | 21<br>22 -23<br>24 -26<br>27<br>28 -32 |

# Part A I Invitation to Bid

- 1. The College of Science and Technology (CST) Phuentsholing, intends to procure Lab. Networking materials/equipments hereinafter referred to as "GOODS" through RGOB funding.
- 2. The President, CST, Phuentsholing, now invites sealed bids from eligible bidders holding valid Bhutanese trade license issued by MTI, for the supply of GOODS to the College of Science and Technology, Phuentsholing Bhutan.
- 3. Interested eligible bidders may obtain further information on the bid at the office of the:

The President College of Science and Technology Post Box No 450 Phuentsholing Bhutan

Tel/+975 17161635 (President);17694256 (Procurement Manager;16551467(Store); Fax: 16478518

- 4. A complete set of bidding documents may download from College Website (www.cst.edu.bt) and submitted to the Procurement Office.
- 5. The sale of Bid documents will be open from 10<sup>th</sup>June, 2019 during normal office hours, and close at 1.30 PM on 10<sup>th</sup>July, 2019.
- 6. The Bid Security and The Performance Security should be furnished in the name of the President, CST, Phuentsholing, Bhutan.
- 7. All Bids must be accompanied by a **Bid Bond** in the form of Demand Draft or bank guarantee of lump sum of Nu. 5000.00 (Five Thousand) of the Bid Value in the currency of the bid and must be delivered in accordance with the Instructions to Bidders, at the Office of the Procurement Manager, College of Science and Technology on or 1.30PM on 10<sup>th</sup>July, 2019 and will be publicly opened on the same day at 2.00 PM.

# 7.1 In case of bank guarantee, the bid security shall be valid for 12 months.

- 8. The Purchaser shall not be responsible for any costs or expenses incurred by bidders in connection with the preparation or delivery of Bids.
- 9. When Submitting the Bid, the Bidder is requested to fax the actual date and mode of shipment of the Bid, if not delivered in person.
- 10. The address of the Purchaser is:

The President College of Science and Technology Post Box No 450 Phuentsholing Bhutan

Tel/+975 17161635 (President);17694256(Procurement Manager;16551467(Store); Fax: 16478518

#### Part B: Section - I

#### II. Instruction to Bidders

#### 1 Introduction

#### 1.1 Scope

- (a) The purchaser wishes to receive Bids for supply, deliver, Installation, commissioning of the equipment and spare parts (hereinafter referred to as the GOODS) described in the bill of quantities.
- (b) All the Bid Documents supplied are to be completed in all respects and returned to the Purchaser in accordance with the Instructions to Bidders.

# 1.2 Cost of Bidding

The Bidder shall bear all costs associated with the preparation and delivery of its Bid, and the Purchaser will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

#### 1.3 Assurance

The successful bidder shall be required to give satisfactory assurance of its ability and intention to deliver the Goods, pursuant to the Contract, within the time set forth therein.

#### 2 The Bidding Document

#### 2.1 Bidding Document

The goods required, bidding procedures and Contract terms are prescribed in the Bidding Documents. In addition to the invitation for Bids, the Bidding Documents include:

- I. Instructions to Bidders
- II. General Conditions of Contract
- III. Special Conditions of Contract
- IV. Bill of Quantities
- V. Annexes:
  - a. Bid Form and Price Schedule
  - b. Bid Security Form
  - c. Contract Form
  - d. Performance Security Form

The Bidder is expected to examine all instructions, forms, terms and specifications in the Bidding Documents. Failure to furnish all information required by the Bidding Documents or Submission of a Bid not substantially responsive to the Bidding Documents in every respect shall result in the rejection of the Bid.

#### 2.2 Clarification of Bidding Document

Prospective bidder requiring any further information or clarification of the Bidding Documents may notify the Purchaser in writing through email or fax. The Purchaser will respond in writing to any request for information or clarification of the Bidding Documents which it receives no later than seven (7) days prior to the deadline for the submission of Bids prescribed by the Purchaser. Written copies of the Purchaser's response (including an explanation of the query but without identifying the source of the inquiry) will be sent to all prospective Bidders, who have received the Bidding Documents, if the purchaser feels that the additional information is important to be transmitted. The purchaser may not respond at all if the clarification sought for is not relevant to the judgment of the purchaser.

#### 2.3 Amendments of Bidding Document

At any time prior to the deadline for submissions of Bids, the Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bidding Documents by amendment.

The amendment will be notified in writing through email or fax to all prospective bidders who have received/purchased the Bidding Documents and shall be binding.

In order to afford prospective bidders reasonable time in which to take the Amendment into account in preparing their Bids, the Purchaser may, at its discretion, extend the Deadline for submission of Bids. The bidders are required to acknowledge receipt of any such amendment to the Bidding Documents.

#### 2.4 Language of Bid

The Bid prepared by the bidder, and all correspondence and documents relating to the Bid exchanged by the bidder and the Purchaser, shall be in the English language.

# 3 Preparation of Bids

# 3.1 Documents Comprising the Bid

The Bid prepared by the bidder shall comprise the following components:

- (a) A Bid Form and a price schedule completed in accordance with Bid Form and Prices Clause,
- (b) Documentary evidence establishing the bidder is eligible to bid and that the Goods to be supplied by the bidder are eligible Goods,
- (c) Documentary evidence establishing the bidder is qualified to perform the Contract if its Bid is accepted,
- (d) Documentary evidence establishing the Goods to be supplied by the bidder conform to the Bidding Documents.
- (e) Bid security furnished in accordance with the requirement of the Bidding Document,
- (f) Documentary evidence establishing that the **Bidder is authorized to supply the Brands of goods in the Bill of Quantity from the Manufacturer**. The products offered are genuine goods.

# 3.2 Bid Form and Price

- (a) The bidder shall complete one set original and one set copy of the Bid Form and appropriate Price Schedule furnished in the Bidding Documents, indicating for the Goods to be supplied, a brief description of the Goods, quantity, unit prices and total bid prices. Documentary evidence showing that the item(s) offered confirms to International Standard and is certified.
- (b) **Currency of Bid**: Prices shall be quoted in Bhutanese Currency (Ngultrum). The payment for the supply will be made in the currency of the bid.

#### 3.3 Price Adjustment

No price adjustment on labor, materials, services or any other component pertaining to the performance of the Contract shall be entertained. Accordingly, all contingencies such as projected or anticipated changes in cost shall be included by the bidder in its Bid.

Price quoted by the bidder shall remain fixed and valid until completion of the Contract performance and will not subject to variation on any account.

# 3.4 Documents Establishing the Goods Conformity to Bidding Documents

- 3.4.1 The documentary evidence of the Goods' Conformity to the Bidding Documents may be in the form of literature, drawings and data, and shall furnish:
  - (a) a detailed description of the Goods' essential technical and performance characteristics,

- (b) a list, giving full particulars, including available sources and current prices, of all spare parts, special tools, etc, necessary for the proper and continuing functioning of the Goods for a period of two years, at least, and
- (c) a clause-by-clause commentary on the specifications, demonstrating the Goods' responsiveness to those Specifications or a statement of deviations and exceptions to the provisions of the Specifications.
- 3.4.2 The bidder(s) may substitute other authoritative standards, brand names and/or catalogue numbers in its Bid, provided that it demonstrates to the Purchaser's satisfaction and that the substitutions are equivalent or superior to those specified by the Purchaser. All materials proposed shall be of International Standard. The brand names and model numbers, if any, specified in the Bill of Quantity are for the purpose of reference only and are not restrictive.

No preferential treatment shall be given to the firm offering the same brand/model as given in the BoO, if any.

3.4.3 The Supplier shall submit the full details of the Goods, together with illustrations, brochures, catalogue, brand name, models No, samples if applicable etc. in original form. The reference item number and page number shall be indicated on the Bid form. The availability of spare parts, nearest service facilities and accessories must be clearly stated.

#### 3.5 Period of Bid Validity

- (a) Bids shall remain valid for a period of **Twelve** (12) months after the date of Bid opening prescribed by the Purchaser, pursuant to the deadline for submission of Bids Clause. A bid valid for a shorter period may be rejected by the Purchaser as non-responsive.
- (b) In exceptional circumstances, the Purchaser may solicit the bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The Bid Security provided under the Bid Security Clause shall also be suitably extended. A bidder may refuse the request without forfeiting its Bid Security. A bidder granting the request will not be required nor permitted to modify its Bid.

#### 3.6 Format and signing of Bid

- (a) The original Bid Form and accompanying documents clearly marked "original" plus one copy must be received by the Purchaser at the date, time and place specified in the Bid Document/ Invitation of Bids. In the event of any discrepancy between the original and the copies, the original shall govern.
- (b) The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by the bidder or a person or persons duly authorized to sign on behalf of the bidder. Such authorization shall be indicated by written power-of-attorney accompanying the Bid. All pages of the Bid, except for un-amended printed literature, shall be initialed by the person or persons signing the Bid. The name and position held by each person signing the bid must be typed or printed below the signature.
- (c) The Bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the bidder, in which case the person or persons signing the Bid shall initial such corrections.

## 3.7 Tampering of Bid Document

Any intentions of the bidder, which leads to the tampering of the Bid Document, will cause the Bid to be non-responsive.

#### 4.0 Submission of Bids

#### 4.1 Sealing and Marking of Bids

The bidder shall seal the original and each copy of the Bid in an inner and outer envelope, duly marking the envelopes as "original" and "copy". The inner and outer envelopes shall be:

- (a) addressed to the Purchaser at the address given in the "Invitation to Bid",
- (b) bear the Bid No. **CST/Store/Stationeries/2019-2020** and the words "DO NOT OPEN BEFORE (please print the date and time of opening of Bids as prescribed by the Purchaser)".
- (c) the inner envelope shall indicate the name and address of the bidder to enable the Bid to be returned unopened in case it is declared "late".
- (d) the Bid(s) shall be accompanied by the forwarding letter and the bidders terms and condition if deviated from that prescribed by the purchaser.

If the outer envelope is not sealed and marked as required by the above para, the Purchaser will assume no responsibility for the Bid's misplacement or premature opening.

#### 4.2 Deadline for Submission of Bids

- (a) Bids must be received by the Purchaser at the address specified in the Invitation to Bids, on or before the last date for the submission of the Bids as prescribed in the Invitation to Bids".
- (b) The Purchaser may, at its discretion, extend this deadline for Submission of Bids by amending the Bidding Documents in accordance with the Amendment of Bidding Documents Clause, in which case all rights and obligations of the Purchaser and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

#### 4.3 Late Bids

Late Bids shall not be entertained.

#### 5.0 Bid Opening and Evaluation

#### 5.1 Opening of the Bid by the Purchaser

- (a) The Purchaser will open Bids, in the presence of bidder's representative who chooses to attend, at the Date, Time and Location given in the Invitation for Bids. The bidder's representatives who are present shall sign a register evidencing their attendance. The Purchaser shall inform the bidders in writing if the Date or Time or Location of the Opening of the Bids is changed.
- (b) The bidders' names, Bid prices, modifications, Bid withdrawals and the presence or absence of the requisite Bid Security and such other details as the Purchaser, at its discretion, may consider appropriate will be announced at the opening.

The Purchaser shall prepare minutes of the Bid Opening.

#### 5.2 Clarification of Bids

(a) To assist in the examination, evaluation & Comparison of Bids the Purchaser may, at its discretion, ask the bidder for a clarification of its Bid. The request for clarification and the response shall be made in writing and no change in the price or substance of the Bid shall be sought, offered or permitted.

(b) The Bid, item wise or as a whole, of the Bidder may lead to rejection or disqualify if the Bidder does not provide adequate and relevant information within 10 days on the post tender clarification sought by the purchaser.

#### **5.3 Preliminary Examination**

- (a) The Purchaser shall examine the Bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the Bids are generally in order.
- (b) Arithmetical errors shall be rectified on the following basis: If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If the bidder does not accept the correction of errors, its Bid shall be rejected. If there is a discrepancy between words and figures, the amount in words shall prevail.
- (c) Prior to the detailed evaluation, pursuant to the Evaluation and Comparison of Bids Clause, the Purchaser shall determine the substantial responsiveness of each Bid to the Bidding Documents. For purposes of these Clauses, a substantially responsive Bid is one, which conforms to all the terms and conditions of the Bidding Documents without material deviations. The Purchaser's determination of a Bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.
- (d) A Bid determined as not substantially responsive will be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the nonconformity.

#### 5.4 Evaluation and Comparison of Bids

- (a) The Purchaser shall evaluate and compare the Bids previously determined to be substantially responsive, pursuant to the Preliminary Examination Clause.
  - (b) Bids shall be evaluated on whole package wise and not item wise.
- (c) The Purchaser's evaluation of a Bid will take into account, in addition to the Bid price, the following factors, in the manner and to the extent indicated below.
  - (i) Whether the offer meets specification
  - (ii) delivery schedule offered in bid,
  - (iii) deviation in payment schedule and the Terms and Conditions from those specified in the Condition of Contract.,
  - (iv) availability and the cost of components, spare parts and special tools and services;
  - (v) cost of transportation, and other costs incidental to the delivery of the Goods to their final destination,
  - (vi) The quality of the products offered, as evident from the supporting literature/ catalog or sample provided.

Pursuant to the above para the following factors shall be considered during the Evaluation of Bids:

- (a) Nearest sales service,
- (b) Availability of spare parts,
- (c) Warranty period, (d) meets specification

# 5.5 Purchaser's Right to accept Any Bid and to Reject Any or All Bids

- (a) The Purchaser reserves the right to accept or reject any Bid without assigning any reason and to annul the bidding process and reject all Bids at any time prior to award of contract, without thereby incurring any liability to the affected bidder or any obligation to inform the affected bidder or bidders of the grounds for the Purchaser's action.
- (b) The Purchaser reserves the right to compare Bids on item-wise basis or as a total package. Consequently, in awarding the Contract for the Goods, the purchasers also reserves the right to make the award either to one bidder for all Goods, or to two or more bidders, on the basis of item-wise evaluation as deemed suitable by the Purchaser.

#### **6.0 Award of Contract**

#### 6.1 Post Qualifications and Award

- (a) The Purchaser will determine to its satisfaction whether the bidder selected as having submitted the lowest-evaluated, responsive bid is qualified to satisfactorily perform the Contract.
- (b) The determination will take into account the bidder's financial, technical and production capabilities. It will be based upon an examination of the documentary evidence of the bidder's qualification submitted by the bidder as well as such other information as the Purchaser deems necessary and appropriate.
- (c) The Purchaser will award the Contract to the successful bidder whose bid has been determined to be lowest-evaluated, responsive Bid, provided further that the bidder is determined to be qualified to satisfactorily perform the contract.

#### 6.2 Purchaser's Right to Vary Quantities at the Time of Award

- (a) The Purchaser reserves the right at the time of award of Contract to increase or decrease the quantities by up to twenty percent (20%) the quantity of Goods specified in the specifications, item wise or overall, without any change in price or other terms and conditions.
- (b) The purchaser also reserves the right to completely cancel some of the item(s) in the Bid if the offer by the Bidder is not found suitable to the purchaser or deemed expensive.

#### 6.3 Notification of Award

- (a) The Purchaser will notify the successful bidder(s) in writing by registered letter, or by cable or telex to be confirmed in writing by registered letter, that its Bid has been accepted and on which basis Bid has been accepted.
- (b) The notification of award will constitute the formation of contract, until the Contract has been effected pursuant to Signing of Contract Clause.
- (c) Prior to the formal signing of the Contract the winning Bidders may be called for negotiation / clarification, wherever required, on the contract.

#### 6.4 Signing of Contract

- (a) At the time of notification of award, the Purchaser will send the successful bidder the Contract Form provided in those Bidding Documents, incorporating all agreements between the parties.
- (b) Within **fifteen** (15) days of receipt of such Contract Form, the successful bidder shall sign and date the Contract and return it to the Purchaser, which shall be kept in the custody of the Purchaser.

#### Par B: Section - II

#### III. General Conditions of the Contract

#### 1.0 Use of Contract Document and Information

The information and specifications available in this contract / Bidding Document are meant for guiding the Bidder in the process of Bidding and performance of the Contract. The bidders shall not use the document and the information for any other purposes.

# The Original Bid Document duly signed and dated in all the pages shall be returned to the Purchaser along with the Bid.

#### 2.0 Subcontracts

Sub contracting of the contract will not be permitted.

#### 3.0 Inspection and Test

- (a) The Purchaser or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Specifications. The Special Conditions of Contract and/or the Specifications shall specify what inspections and tests the Purchaser requires and where they are to be conducted. The Purchaser shall notify the Supplier in writing of the identity of any representative/s retained for these purposes.
- (b) The inspections and tests shall be conducted at the Goods final destination. Where conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.
- (c) Should any inspected or tested Goods fail to conform to the Specifications, the Purchaser may reject them, and the Supplier shall either replace the rejected Goods or make all alterations necessary to meet the requirements of the Specifications, free of cost to the Purchaser.
- (d) The Purchaser's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival in the Purchaser's final destination shall in no way be limited or waived by reason of the Goods' having previously been inspected, tested and passed by the Purchaser or its representatives prior to the Goods' shipment from the country of origin. Test and Inspection at the Suppliers / Manufacturer's premises may be done to verify the suitability of the brand and workmanship
- (e) Whenever the supplier requires the purchaser to carry out the inspection and test necessary for approval of the sample at the supplier's premises, the supplier shall fully bear all the expenses incurred by the purchaser (purchaser's representative(s)) deputed for the purpose.
- (f) Nothing in this Clause shall in any way release the Supplier from any Warranty or other obligations under the Contract.

# 4.0 Patent Rights

The Supplier shall indemnify and hold the Purchaser harmless against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods or any part thereof.

#### 5.0 Insurance

All Goods supplied under the Contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery, in the manner specified in the Special Conditions of Contract.

# **6.0** Extension of Suppliers Performance

- (a) Delivery of the Goods shall be made by the Supplier in accordance with the Contract Execution Schedule, pursuant to the Special Conditions of Contract.
- (b) The Supplier may claim extension of the time limits as set forth in the Contract Execution Schedule in case of:
  - (i) changes in the Goods ordered by the Purchaser,
  - (ii) delay of any materials, drawings or services which are to be provided by the Purchaser; services provided by the Purchaser shall be interpreted to include all approvals by the Purchaser under the Contract,
  - (iii) Force majeure,
  - (iv) delay in performance of work caused by orders issued by the Purchaser.

The Supplier shall demonstrate to the Purchaser's satisfaction that it has used its best endeavors to avoid overcome such causes for delay, and the parties will mutually agree upon remedies to mitigate or overcome such causes for delay.

#### 7.0 Termination for Default

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

- (a) if the Supplier fails to deliver any or all of the Goods within the time period(s) specified in the Contract, or any extension thereof granted by the Purchaser,
- (b) if the Supplier fails to perform any other obligation(s) under the Contract, and
- (c) if the Supplier, in either of the above circumstances, does not cure its failure within a period of ten (10) calendar days (or such longer period as the Purchaser may authorize in writing) after receipt of a notice of default from the Purchaser specifying the nature of the default(s).

#### 8.0 Termination for Insolvency

The Purchaser may at any time terminate the Contract by giving written notice to the Supplier, without compensation to the Supplier, if the Supplier becomes bankrupt or otherwise insolvent. Notwithstanding the above, such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Purchaser.

#### 9.0 Termination for Convenience

(a) The Purchaser may, by written notice sent to the Supplier, terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective.

- (b) The Goods that are complete and ready for shipment within thirty (30) days after the Supplier's receipt of notice of termination shall be purchased by the Purchaser at the Contract prices and on the other Contract terms. For the remaining Goods, the Purchaser may elect:
  - (i) to have any portion thereof completed and delivered at the Contract prices and on the other Contract terms, and/or
  - (ii) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and for the purpose of the Contract, together with a reasonable allowance for overhead and profit.

#### 10.0 Resolution of Disputes

- (a) The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
- (b) If, after **thirty** (**30**) days from the commencement of such informal negotiations, the Purchaser and the Supplier have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution by arbitration by the mechanism described in the Special Conditions of Contract. The decision award shall be final and binding on the parties.

## 11.0 Applicable Law

The Contract shall be governed by and interpreted in accordance with the laws of the Purchaser's country, Kingdom of Bhutan.

## 12.0 Force Majeure

- (a) In the event that the Supplier or any of its subcontractors or the Purchaser is delayed in performing any of their respective obligations under the Contract, and such delay is caused by Force Majeure, including but not limited to war, Electrical insurrection, fires, floods, epidemics, earthquakes, quarantine restrictions and freight embargoes, such delay may be excused, and the period of such delay may be added to the time of performance of the obligation delayed.
- (b) If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

# 13.0 Taxes and Duties

- (a) Supplier shall be entirely responsible for all taxes, stamp duties and other such levies imposed outside the Purchaser's country.
- (b) Supplier shall also include sales tax and custom duty of the Purchaser's Country. The cost in the bid document should be the net cost payable to the supplier including all taxes, duties and freight charges up to the final delivery point.
- (c) TDS (tax deduction at source) at the rate of 2 (two) percent or any rate as prescribed by the Royal Government of Bhutan, will be deducted from the suppliers bills at the time of releasing the payments.

#### **Part B: Section III**

#### **III. Special Conditions of Contract**

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract

#### 1.0 Definition

- (a) "The Purchaser" is the President of College of Science and Technology, Phuentsholing Bhutan.
- (b) "The Purchaser's Representative" is the person(s) authorized by the Purchaser to issue instructions or information and to check, approve and accept the Supplier's work
- (c) "The Supplier(s)" is/are the winning Bidder(s).

#### 2.0 Bid Security

- (a) The bidders shall furnish, as part of its Bid, a Bid Bond/Security lump sum of Nu.5000.00 (Five thousand), in the currency of the Bid, in the form prescribed in "Annex b" or any other acceptable form along with the Bid.
- (b) The bid security shall be denominated in the currency of the Bid. In general, the Bid Security shall be valid for a minimum of sixty (60) working days and shall be in one of the following forms:
  - (i) Bank guarantee
  - (ii) Demand Draft

#### In case of bank guarantee, the bid security shall be valid for 12 months.

- (c) Any Bid not secured in accordance with Clauses 2.0 (a) and 2.0 (b) above will be rejected by the Purchaser as non-responsive Bids.
- (d) The unsuccessful bidder's Bid security will be discharged / returned as promptly as possible upon finalization of the award of Contract, but in any event not later than thirty (30) working days after the expiry of the period of Bid validity prescribed by the Purchaser.
- (e) The successful bidder's Bid security will be discharged/returned upon the bidder's Signing of the Contract and furnishing the Performance Security.
- (f) The Bid Security may be forfeited:
  - (i) if a bidder withdraws its Bid during the period of bid validity specified by the bidder on the Bid form, or
  - (ii) in the case of a successful bidder, if the bidder fails,
  - a) to sign the Contract as specified in the Bid Document,
  - b) to furnish the performance security.

#### 3.0 Performance Security

The bid bond shall be retained as Performance Security for any orders issued against this bid.

# 4.0 Payments

- (a) Payment for the supply and delivery of Goods shall be made only after the receipt of goods in full (including installation, testing and demonstration as required).
  - (b) No advance payments shall be made by the purchaser to the supplier for executing the contract.

#### 5.0 Delivery Site

The Delivery Site shall be the College of Science and Technology, Rinchending, Phuentsholing Bhutan.

The place is approximately 200 meters above mean sea level with winter minimum temperature of  $15^{\circ}$  C and summer temperature of maximum  $40^{\circ}$  C. The summer is fed by heavy monsoon, foggy and humid. The humidity remains around 90% during most of the year.

The equipment which is sensitive to humidity shall have high humidity resistance and shall withstand such climatic condition. The Bidders are to note this condition as one of the most important factor for the life of the equipment / tools proposed under the contract.

#### 6.0 Contract Execution Schedule

The Schedule for the Supply shall be as follows:

- (a) Delivery (*including testing and demonstration*) shall be completed within **twenty** (20) days from the date of issue of supply order.
- (b) In case the supplier, upon the receipt of the purchase order, feels that the supply cannot be completed in the prescribed time, the suitable time extension necessary shall have to be requested along with the signing of the contract. Such request may be reviewed by the Purchaser at the time of signing the contract and acceptance / non-acceptance of such request shall be accordingly notified.

The Goods supplied shall be at Store of College of Science and Technology, Phuentsholing Bhutan.

The Bidders are required to specify the items to be packaged in different packages, if not a single package, and draw the schedule of supply at the time of bidding and review the same before signing the contract.

#### 7.0 Invoices and Payments

The Supplier shall furnish to the Purchaser with the following documents:

- (a) Three (3) copies of the Supplier's invoice showing the description of the Goods, quantity, unit price(s) and total amount.
- (b) Three copies of suppliers challan showing the description of goods, quantity and unit price.
- (c) Inspection certificate issued by the Purchaser's Representative, if the site inspection carried out.
- (d) Supplier's quantity certificate.
- (e) Packing list.
- (f) Insurance certificate.
- (g) Bill of lading.
- (h) Test and calibration certificate confirming to international standard.

The above documents shall be received by the Purchaser at least one (1) week before arrival of the Goods at the Delivery Site and, if not received, the Supplier shall be responsible for any consequences arising there from.

#### 8.0 Packing and Transportation

The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination as indicated in the Contract. The Packing shall be sufficient to withstand, without limitation, rough handling and exposure to salt and precipitation, extreme temperatures, during transit and open storage. Packing size and weights shall take into consideration, where appropriate, remoteness of the Goods' final destination and absence of heavy handling facilities.

The packing, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract and, subject to Change Orders in any subsequent instructions ordered by the Purchaser.

The Goods supplied shall be CIF College of Science and Technology, Phuentsholing Bhutan and the Supplier shall take into account all transportation, handling and any other charges till the destination.

#### 9.0 Delivery and Documents

Delivery of Goods shall be made by the Supplier in accordance with the terms specified by the Purchaser. The Contract and the Goods shall remain at the risk of the Supplier until delivery has been completed. The Supplier shall deliver the Goods according to the following schedule:

Total quantity by the expiry of the Contract Period. Goods may be delivered in stages.

The Supplier, along with the Goods, shall furnish to the Purchaser all required documents, in original, such as instruction manual, service manual, operation manual, installation manual, schematic diagrams, Warranty certificate, Calibration curves, standard test results, etc, depending upon the requirement of the equipment supplied.

# 10.0 Liquidated Damage

Subject to Force Majeure, if the Supplier fails to deliver any or all of the Goods or perform the services within the time period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to **one** (1%) percent of the delayed Goods or unperformed services for each week of delay until actual delivery or performance, up to a maximum deduction of **ten** (10) per cent of the delayed Goods or services as per the Contract Price. Once the maximum is reached, the Purchaser may at its discretion rescind the Contract.

#### 11.0 Insurance

All Goods supplied under the Contract shall be fully insured against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery. The supplier shall be responsible for all such incidents as above and only the items, which are in good conditions, after delivery shall be paid for.

#### 12.0 Spare parts

The Supplier shall be obliged to supply any spare parts, consumable and rectify the defects that may arise during the usage of the items upon written request from the Purchaser for a minimum period of 5 (five) years after the expiry of warranty period, at the cost of purchaser. The supply of spare parts and rectification of defects shall be made within 30 days from the date of receipt of written request from the purchaser.

#### 13.0 Licenses and Permits

- (a) The Purchaser shall obtain import licenses and permits required for transport of Goods into the Purchaser's country, if required.
- (b) The Supplier shall be responsible for obtaining licenses or permits or any other legal documents out side the Purchaser's country if required for the transport of Goods.

#### 14.0 Arbitration

Any dispute arising out of the Contract between the Supplier and the Purchaser shall be referred to the Office of the Vice Chancellor, Royal University of Bhutan, who shall appoint an arbitrating body to settle the dispute. The arbitration award shall be final and binding on the parties.

#### 15.0 Price variation

No price variation shall be considered.

#### 16.0 Errors

The Bidders/Suppliers shall bring to the notice of the Purchaser promptly any errors/mistakes/unclear items/ contradictions between the Bill of Quantity and the specifications if found in the Contract documents and shall obtain clarification in writing from the Purchaser before executing the work. The Purchaser shall not bear any responsibilities for such issues raised afterwards.

#### 17.0 Samples

- (a) The bidders may submit samples of items they are bidding to prove the quality of their product,
- (b) The responsive/eligible bidder(s) may be required to produce the samples of items quoted for, if required by the purchaser, within 30 (thirty) days upon the written request of the purchaser,
- (c) The final purchase order shall be awarded upon the inspection & acceptance of the sample produced.

# **Bidder Information Form**

[The Bidder shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted.]

|    | Date: [insert date (as day, month and year) of Bid submission]<br>Bid No.: [insert number of bidding process]  |
|----|--|
|    | Page of pages  |
| 1. | Bidder's Legal Name  |
| 2. | In the case of a Joint Venture, Consortium or Association (JV/C/A) legal name of each party:   |
| 3. | Bidder's actual or intended Country of Registration[insert actual or intended Country of Registration]:  |
| 4. | Bidder's Year of Registration[insert Bidder's year of registration]:   |
| 5. | Bidder's Legal Address in Country of Registration[insert Bidder's legal address in country of registration]:   |
| 6. | Bidder's Authorized Representative Information   |
|    | Name[insert Authorized Representative's name]:   |
|    | Address[insert Authorized Representative's Address]:   |
|    | Telephone/Fax numbers[insert Authorized Representative's telephone/fax numbers]  |
|    | E-mail Address[insert Authorized Representative's e-mail address]:   |
| 7. | Attached are copies of the following original documents: [check the box(es) of the attached original documents]  |
|    | Articles of Incorporation or Registration of firm named in 1 above, in accordance with ITB Sub-Clause 3.1.   |
|    | In the case of a JV/C/A, letter of intent to form the JV/C/A, or the JV/C/A agreement, in accordance with ITB Sub-Clause 22.1 (c) (v).   |
|    | In the case of a government owned entity from Bhutan, documents establishing legal and financial autonomy and compliance with commercial law, in accordance with ITB Sub-Clause 3.3. |
|    | Power of attorney authorizing the signatory of the Bid to sign on behalf of the Bidder.  |

# Joint Venture, Consortium or Association (JV/C/A) Partner 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]  Bid No.[insert number of bidding process] |
|-----|--|
|     | Page of pages  |
| 1.  | Bidder's Legal Name[insert Bidder's legal name]:   |
| 2.  | JV/C/A Party's legal name[insert JV/C/A Party's legal name]:   |
| 3.  | JV/C/A Party's Country of Registration[insert JV/C/A Party's country of registration]:   |
| 4.  | JV/C/A Party's Year of Registration: [insert JV/C/A Party's year of registration]:   |
| 5.  | JV/C/A Party's Legal Address in Country of Registration[insert JV/C/A Party's legal address in country of registration]:   |
| 6.  | JV/C/A Party's Authorized Representative Information   |
| Na  | ame[insert name of JV/C/A Party's authorized representative]:  |
| Αc  | ddress[insert address of JV/C/A Party's authorized representative]:  |
| Те  | elephone/Fax numbers[insert telephone/fax numbers of JV/C/A Party's authorized representative]:  |
| E-: | mail Address[insert e-mail address of JV/C/A Party's authorized representative]:   |
| 7.  | Attached are copies of the following original documents: [check the box(es) of the attached original documents]  |
|     | Articles of Incorporation or Registration of firm named in 2 above, in accordance with ITB Sub-Clause 3.1.   |
|     | In the case of a government owned entity from Bhutan, documents establishing legal and financial autonomy and compliance with commercial law, in accordance with ITB Sub-Clause 3.3.               |

| FORM AND PRICE SCHEDU | JLE |
|-----------------------|-----|
|-----------------------|-----|

[Bidder's Company Letterhead]

| [Company's Ref No]  | Date:   |
|---|---|
| The President College of Science and Technology Post Box No 450 Phuentsholing Bhutan  |   |
| Gentlemen,  |   |
| Having examined the Bidding Documents for the above Contract inc is hereby duly acknowledged, we the undersigned, offer to supply and said Bidding Documents, including Addenda No. (                 | d deliver the said goods in conformity with the) for the such other sums as may be ascertained in |
| We undertake, if our Bid is accepted in whole or in part, to comevery respect within <b>Twenty (20)</b> days calculated from the date with the Contract Execution Schedule provided in the Conditions | of issue or supply order and in accordance  |
| If our Bid is accepted, we will provide the performance security in equal to 10 percent of the Contract price, for the due performance  |   |
| We agree to abide by this Bid for the period of <b>twelve</b> (12) monthshall remain binding upon us and may be accepted at any time before   |   |
| Until a formal Contract is prepared and executed, this Bid, toget your Notification of Award, shall constitute a binding contract bet   |   |
| We understand that you are not bound to accept the lowest priced  | or any Bid that you may receive.  |
| Date this day of  |   |
|   | (Signature) (in the capacity of)  |
| Duly authorized to sign Bid for and on behalf of  |   |
| (Signature of Witness)  |   |
| Witness   |   |

|  | Bid Security Form  |  |                              |
|--|--|--|------------------------------|
| WHEREAS  |  | (hereinafter called "the B                           | Bidder") has submitted its   |
| Bid dated  | for the supply of the Goods, Plui  | mbing materials (hereinaf                            | ter called "the Bid").       |
| KNOW ALL MEN   | by these presents that WE  |  | of                           |
| having our register  | red office at  | (hereinafter   | called "the Bank") are       |
| bound onto the Pres  | sident, College of Science and Technology,   | , Phuentsholing (hereinafter                         | r called "Purchaser") in the |
| sum of Nu  | for which payment well and tru   | ly to be made to the said Pu                         | urchaser, the Bank           |
| binds itself, its suc  | cessors and assigns, by these presents.  |  |                              |
| Sealed with the Co   | ommon seal of the Bank this  | day of   | 2019                         |
| THE CONDITIO   | NS of this obligation are:   |  |                              |
| <ul><li>2. if the Bidder, validity:</li><li>(a) fails or refuse.</li></ul> | withdraws its Bid during the period of Bid vehaving been notified of the acceptance of set to execute the Contract, when requested to furnish the Performance Security, in | f its Bid by the Client duri                         | ing the period of Bid        |
| written demand, w<br>Purchaser will note                                   | pay to the Purchaser up to the above a without the Purchaser having to substant that the amount claimed by it is due to it tions, specifying the occurred condition of     | tiate its demand, provide it owing to the occurrence | ed that in its demand the    |
|  | l remain in force up to and including <b>Tw</b> pect thereof should reach the Bank not la  |  | e date of Bid Closing and    |
| (NIAME OF DANG   | Z)   |  |                              |
| (NAME OF BANK  | <b>(</b> )   |  | Ву                           |
| (Title)  |  |  | Authorized Representative    |
| (Signature of Witr   | ness)  |  |                              |
| Name of Witness .  |  |  |                              |
| Address of Witness   | g.   |  |                              |

#### **Contract Form**

| THIS CONTRACT made on the Day month of 2019 between The President, College of                             |
|---|
| Science and Technology, Phuentsholing (hereinafter "the Purchaser") of the one part and,                  |
| (hereinafter "the Supplier") of the other part.   |
| WHEREAS the Purchaser is desirous that certain Goods be provided by the Supplier, as identified in the    |
| Bill of Quantity of the Bidding Document (hereinafter "the Goods") and has accepted a Bid by the Supplier |
| for the provision of those Goods in the sum of Nu only,   |
| (hereinafter "the Contract Price").   |

#### NOW THIS CONTRACT WITHNESSETH AS FOLLOWS:

- 1. The Contract shall consist of this Contract Form and the following documents (already included in the tender document), and the exhibits, drawings, specifications and other documents referred to therein (hereinafter the "Contract documents") all of which by this reference are incorporated herein and made part hereof:
- (a) Notification of Award;
- (b) Bid Form and Price Schedule;
- (c) Special Conditions of Contract;
- (d) General Conditions of Contract; and
- (e) Specifications, all these are as per the tender document

This Contract sets forth the entire contract and agreement between the parties pertaining to the supply of the Goods described herein and supersedes any and all earlier verbal or written agreements pertaining to the supply of the Goods.

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.

- 2. 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 to remedy defects therein in conformity in all respects with the provisions of the Contract.
- 3. The Purchaser hereby covenants to pay the Supplier, in consideration of the provision of the Goods 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 manner prescribed by the contract.
- 4. Any notice under the Contract shall in the form of letter, telex or fax. Notices to either party shall be given at such address or addresses as such party shall specify from time to time by written notice to the other. In the absence of such notice to the contrary, notice to the Purchaser shall be properly addressed to:

Continued on page 2

|   | 1 0       |
|---|-----------|
| The President   |           |
| College of Science and Technology   |           |
| Post Box No 450   |           |
| Phuentsholing Bhutan  |           |
| Tel/+975 17161635 (President);17694256 (Procurement Manager;16551467(Store  | e); Fax:  |
| 16478518  | ,,        |
| Email: <a href="mailto:chekidorji.cst@rub.edu.bt">chekidorji.cst@rub.edu.bt</a> ; <a href="mailto:schoden.cst@rub.edu.bt">schoden.cst@rub.edu.bt</a>  |           |
| Zinani. <u>Giorita di Jirost e l'adicatio</u> t, <u>senio delinest e l'adicatio</u> t   |           |
| and notice to the Supplier shall be properly addressed to:  |           |
|   |           |
|   |           |
|   |           |
|   |           |
|   |           |
|   |           |
|   |           |
|   |           |
| A motion shall be offered as whom delivered on on the motion's offered and with sharen is later.  |           |
| A notice shall be effective when delivered or on the notice's effective date, whichever is later.   |           |
| DINUMBURGO WINDDROE day of the color of the | *.1       |
| IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed in accordance in the contract to be executed in accordance in the contract to be executed in accordance.  | ance with |
| their respective laws the day and year first above written.   |           |
|   |           |
|   |           |
|   |           |
| Signature for Purchaser   |           |
|   |           |
|   |           |
|   |           |
|   |           |
|   |           |
|   |           |
| Signature for Supplier  |           |
|   |           |
|   |           |
|   |           |
|   |           |
|   |           |
|   |           |
| Signed, Sealed and Delivered by the said  | ice of    |
| orginal, search and servered by the said (for the furtheser) in the present   | 100 01    |
|   |           |
|   |           |
|   |           |
|   |           |
|   |           |
|   |           |
| Claural Could and Dallacand harden and  | C         |
| Signed, Sealed and Delivered by the said  | ice of    |
|   |           |
|   |           |
|   |           |

#### **INTEGRITY PACT**

#### 1 General:

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**<sup>1</sup> and **contract administration**<sup>2</sup>, 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.

<sup>1</sup> Bidding process, for the purpose of this IP, shall mean the procedures covering tendering process starting from bid preparation, bid submission, bid processing, and bid evaluation.

<sup>&</sup>lt;sup>2</sup> Contract administration, for the purpose of this IP, shall mean contract award, contract implementation, unauthorized sub-contracting and contract handing/taking over.

- 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, misrepresentation, providing false/fake documents, bid rigging, bid steering or coercion) by the Bidder, or any one employed by him, or acting on his/her behalf (whether with or without the knowledge of the Bidder), shall be dealt with as per the terms and conditions of the contract and other provisions of the relevant laws, including De-barment Rules.
- 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 w | e have read and | d understood i | the clauses of | of this agreement | and shall | l abide by it. |
|-----|-------------------------|-----------------|----------------|----------------|-------------------|-----------|----------------|
|-----|-------------------------|-----------------|----------------|----------------|-------------------|-----------|----------------|

| The parties hereby sign this Integrity Pact at (place) | on (date) |
|--|-----------|

| Affix<br>Legal<br>Stamp | Affix<br>Legal<br>Stamp |  |  |  |
|-------------------------|-------------------------|--|--|--|
| EMPLOYER                | BIDDER/REPRESENTATIVE   |  |  |  |
| CID:                    | CID:                    |  |  |  |
| Witness:                | Witness:                |  |  |  |
| Name:                   | Name:                   |  |  |  |
| CID:                    | CID:                    |  |  |  |

Section IV: Bidding Forms

28

# **Performance Security Form**

| To: The President, College of Science and Technology, Phuentsholing Bhutan WHEREAS  |
|---|
| hereinafter called "the Supplier", has undertaken to supply the good, educational equipment, in pursuance of Contract No. CST/ Store/Stationeries/2019-2020/ dated  |
| AND WHEREAS it has been stipulated by you in the Contract the Supplier shall furnish you with a Bank Guarantee by a recognized Bank for the sum specified therein as security for compliance with the Supplier's performance obligations in accordance with the contract; |
| AND WHEREAS we have agreed to give the Supplier a Guarantee; THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, up to a total of Nu   |
| This Guarantee is valid for until   |
| (NAME OF GUARANTOR)   |
| By  |
| (Title)   |
| Authorized Representative   |
| Date:   |
| Address:  |

List of stationary items (2019 - 2020)

| List of stationary items (2019 - 2020) |                                   |           |      |               |
|--|-----------------------------------|-----------|------|---------------|
| SI.No.                                 | Name of Items with Specifications | Unit      | Rate | Remarks       |
| 1                                      | Arch file Ambassador Supreme      | Per Dozen |      | Submit sample |
| 2                                      | Ball Pen Cello Gripper            | Per PC    |      |               |
| 3                                      | Ball Pen Cello Maxriter           | Per PC    |      |               |
| 4                                      | Ball Pen Cello Pin point          | Per PC    |      |               |
| 5                                      | Ball Pen Cello Pointech           | Per PC    |      |               |
| 6                                      | Ball Pen Metsubishi               | Per PC    |      |               |
| 7                                      | Ball Pen Twin one                 | Per PC    |      |               |
| 8                                      | Bhutanese Paper A4 size           | Per PC    |      |               |
| 9                                      | Binder Clips 15mm                 | Per PC    |      |               |
| 10                                     | Binder Clips 19mm                 | Per PC    |      |               |
| 11                                     | Binder Clips 25mm                 | Per PC    |      |               |
| 12                                     | Binder Clips 32mm                 | Per PC    |      |               |
| 13                                     | Binder Clips 41mm                 | Per PC    |      |               |
| 14                                     | Binder Clips 51mm                 | Per PC    |      |               |
| 15                                     | Bound Register No.10              | Per PC    |      |               |
| 16                                     | Bound Register No.20              | Per PC    |      |               |
| 17                                     | Bound Register No.30              | Per PC    |      |               |
| 18                                     | Bound Register No.40              | Per PC    |      |               |
| 19                                     | Brown Tape 1"                     | Per PC    |      |               |
| 20                                     | Brown Tape 2"                     | Per PC    |      |               |
| 21                                     | Butter paper                      | Per PC    |      | submit sample |
| 22                                     | Calculator                        | Per PC    |      |               |
| 23                                     | Canvas Register No.2              | Per PC    |      |               |
| 24                                     | Canvas Register No.6              | Per PC    |      |               |
| 25                                     | Cello tape 1"                     | Per PC    |      |               |
| 26                                     | Cello tape 1/2"                   | Per PC    |      |               |
| 27                                     | Cello tape 2"                     | Per PC    |      |               |
| 28                                     | Cello tape 2" roll of 300 mtrs.   | Per PC    |      |               |
| 29                                     | Cello Tape stand                  | Per PC    |      |               |
| 30                                     | Cloth Tape 1"                     | Per PC    |      |               |
| 31                                     | Cloth Tape 11/2"                  | Per PC    |      |               |
| 32                                     | Cloth Tape 2"                     | Per PC    |      |               |

| 33 | Correction Pen                          | Per PC    |               |
|----|---|-----------|---------------|
| 34 | Cover File Ambassador                   | Per Dozen | Submit sample |
| 35 | Damper Sponge                           | Per PC    |               |
| 36 | Drawing Pin 13mm 75gms                  | Per Pkt   |               |
| 37 | Drawing Sheet Color JK                  | Per PC    |               |
| 38 | Drawing Sheet White JK                  | Per PC    |               |
| 39 | Easer                                   | Per PC    |               |
| 40 | Envelope A3 size Laminated              | Per Pc    | Submit sample |
| 41 | Envelope A4 size Brown                  | Per Pc    | Submit sample |
| 42 | Envelope A4 size Laminated              | Per PC    | Submit sample |
| 43 | Envelope Brown 10 x 4 pkt of 25 nos.    | Per Pkt   | Submit sample |
| 44 | Envelope Brown 11 x 5 pkt of 25 nos.    | Per Pkt   | Submit sample |
| 45 | Envelope Brown 9 x 4 pkt of 25 nos.     | Per Pkt   | Submit sample |
| 46 | Envelope Legal size Brown               | Per Pc    | Submit sample |
| 47 | Envelope Legal size Laminated           | Per Pc    | Submit sample |
| 48 | FC Paper Plain Best quality             | Per Ream  | Submit sample |
| 49 | FC Paper Rule Best quality              | Per Ream  | Submit sample |
| 50 | Flat file Ambassador Supreme            | Per Dozen | Submit sample |
| 51 | Flat file Cobra                         | Per Dozen | Submit sample |
| 52 | Glue Stick 36gm                         | Per PC    |               |
| 53 | Graph Book Neelgagan (sectional paper)  | Per book  |               |
| 54 | Hi-Lighter (set of 5 nos of pen)        | Per Pkt   |               |
| 55 | Ivory Board A4 size Neelgagan 25 sheet  | Per Pkt   |               |
| 56 | James clip 26mm                         | Per Pkt   |               |
| 57 | James clip 35mm                         | Per Pkt   |               |
| 58 | James clip 50mm                         | Per Pkt   |               |
| 59 | James clip plastic coated               | Per Pkt   |               |
| 60 | Masking Tape 1"                         | Per Roll  |               |
| 61 | Masking Tape 2"                         | Per Roll  |               |
| 62 | OHP marker Non - Permanent pkt of 5 pen | Per Pkt   |               |
| 63 | OHP marker Permanent pkt of 5 pen       | Per Pkt   |               |
| 64 | Page Marker                             | Per Pkt   |               |
| 65 | Paper Cutter HD A3 size                 | Per PC    |               |
| 66 | Paper Cutter HD A4 size                 | Per PC    |               |
| 67 | Paper Cutter knife                      | Per PC    |               |
| 68 | Paper Pin Kores (T)                     | Per Pkt   |               |

| 69       | Paper weight  | Per PC           |               |
|----------|---|------------------|---------------|
| 70       | Parker Pen (best quality)                                   | Per PC           |               |
| 71       |   | Per PC           |               |
|          | Pen ADD jel   |                  |               |
| 72       | Pen with pen stand  | Per PC           |               |
| 73       | Pencil Carbon Paper Kores                                   | Per Pkt          |               |
| 74<br>75 | Pencil HB Permanent marker                                  | Per PC<br>Per PC |               |
| 76       | Photo copy Paper A4 size ream of 500 sheet JK Copier RED    | Per Ream         |               |
| 77       | Photo copy Paper A4 size ream of 500 sheet POWER            | Per Ream         |               |
| 78       | Photo copy Paper Legal size ream of 500 sheet JK Copier RED | Per Ream         |               |
| 79       | Photocopy Paper A3 size ream of 500 sheet JK Copier RED     | Per Ream         |               |
| 80       | Photocopy Paper A4 size Color ream of 500 sheet JK Copier   | Per Ream         |               |
| 81       | Pilot Pen Hi - Tecpoint V5, V7                              | Per PC           |               |
| 82       | Pin remover kangaro   | Per PC           |               |
| 83       | Plastic file A4 size with side bar                          | Per PC           | Submit sample |
| 84       | Plastic Office Tray three layer                             | Per Set          |               |
| 85       | Plastic file A4 size L - type                               | Per Pc           | Submit sample |
| 86       | Plotter Paper for Designjet T520 36inch ePrinter            | Per Roll         |               |
| 87       | Post it pad 3" x 2"   | Per Pkt          |               |
| 88       | Post it pad 3" x 3"   | Per Pkt          |               |
| 89       | Post it pad 3" x 4"   | Per Pkt          |               |
| 90       | Post it pad 3" x 5"   | Per Pkt          |               |
| 91       | Punching Machine 3 hole punch kangaro                       | Per PC           |               |
| 92       | Punching Machine DP-600 kangaro                             | Per PC           |               |
| 93       | Punching Machine DP-800 kangaro                             | Per PC           |               |
| 94       | Ring binder file A4 Neeraj Deluxe                           | Per Dozen        | Submit sample |
| 95       | Ring binder file A4 Smart                                   | Per Dozen        | Submit sample |
| 96       | Ring binder file A4 Spaco                                   | Per Dozen        | Submit sample |
| 97       | Ring binder file A4 WORLDONE                                | Per Dozen        | Submit sample |
| 98       | Rubber Band (Big) Best quality                              | Per Pkt          |               |
| 99       | Scale 100cm Metal   | Per PC           |               |
| 100      | Scale 30cm  | Per PC           |               |
| 101      | Scissor Big with plastic handle Corporate                   | Per PC           |               |
| 102      | Scissor Medium with plastic handle Corporate                | Per PC           |               |
| 103      | Scissor Small with plastic handle Corporate                 | Per PC           |               |

|     | 1  |           | 1             |
|-----|--|-----------|---------------|
| 104 | Semi-Arch file   | Per Dozen |               |
| 105 | Sharpener  | Per PC    |               |
| 106 | Spiral Note pad 160 pages.   | Per PC    | Submit sample |
| 107 | Stamp Pad  | Per PC    |               |
| 108 | Stapler Machine 24/6 kangaro                                       | Per PC    |               |
| 109 | Stapler Machine DS - 45L kangaro                                   | Per PC    |               |
| 110 | Stapler Machine HD 12S - 17 kangaro                                | Per PC    |               |
| 11  | Stapler Machine No.10 kangaro                                      | Per PC    |               |
| 112 | Stapler pin 12/17 kangaro  | Per Pkt   |               |
| 113 | Stapler Pin 24/6 kangaro   | Per Pkt   |               |
| 114 | Stapler Pin No.10 kangaro  | Per Pkt   |               |
| 115 | Twin Thread 15/20  | Per Ball  |               |
| 116 | Twin Thread 15/22  | Per Ball  |               |
| 117 | Twin Thread 9/20   | Per Ball  |               |
| 118 | White Board 10 feet x 4 feet Atrp 120300 (ALKOSIGN)                | Per Pc.   |               |
| 119 | White Board 8 feet x 4 feet Atrp 120300 (ALKOSIGN)                 | Per Pc.   |               |
| 120 | Fabric Notice Board 6 feet x 4 feet Green (ALKOSIGN) with stand    | Per Pc.   |               |
| 121 | Fabric Notice Board 6 feet x 4 feet Green (ALKOSIGN) without stand | Per Pc.   |               |
| 122 | White Board marker Camlin  | Per PC    | Submit sample |
| 123 | White Board marker lnk 15ml  | Per PC    |               |