## STANDARD BIDDING DOCUMENT

## **Procurement of Goods**



**Royal Government of Bhutan** 

### **DZONGKHAG ADMINISTRATION**

## BUMTHANG

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# Preface

This Standard Bidding Document for the Procurement of Goods has been prepared by the Public Procurement Policy Division (PPPD), Ministry of Finance to be used for the Procurement of Goods through National Competitive Bidding in projects that are financed in whole or in part by the Royal Government of Bhutan (RGoB). It should be used in conjunction with the Procurement Rules and Regulations.

The instructions in italics and footnotes provided are for guidance and are not part of the document therefore it should be removed while preparing the bid document.

Those wishing to submit comments or questions on this Bidding Document or to obtain additional information on procurement can contact:

Dzongkhag Administration Bumthang : Bhutan Telephone No. 03-631605 **Request for Quotation:** 

Package Identification- <u>Supply of Vehicle Spare parts & Maintenance for the Fiscal Year</u> <u>2023-2024</u>

**Procuring Agency:** 

## DZONGKHAG ADMINISTRATION JAKAR- BUMTHANG

11<sup>th</sup> September 2023

#### **Invitation for Quotation (IFQ)**

Project title: <u>Supply of Vehicle Spare parts & Maintenance for the Fiscal Year 2023-2024</u> Source of Funding: **Royal Government of Bhutan (RGoB)** 

#### Dear Sir/Madam,

 You are invited to submit your priced bid for the: <u>Supply of Vehicle Spare parts & Maintenance for the Fiscal Year 2023-2024 on a</u> <u>framework contract basis</u>

(Price Schedule is attached separately)

- The bidder(s) must quote for all the items under this invitation. Price quotations will be evaluated as per the evaluation criteria furnished below.
  - a) Bid will be evaluated on an item basis.
  - b) All the items in the package should be quoted and failing to do so will lead to rejection of bids.
  - c) The bid shall be rejected by the Tender committee if the bidder quoted abnormally high.
  - d) The contract will be awarded to the bidders who have quoted the lowest in the majority of the items.
- 3. The bidder(s) shall submit one original of the priced quotation with the Form of Bid and clearly marked ORIGINAL. In addition, the bidder(s) should also submit one copy marked as COPY. The bids shall be delivered in sealed envelopes to the appropriate addressee and shall be marked "Confidential". A "sealed envelope" shall mean that:
  - i. A bid shall be contained in an inner envelope sealed with adhesive or other sealant, which will prevent re-opening;
  - ii. The inner envelope shall be signed across the seal. The name of the bidder shall be written on the inner envelope.
  - iii. The inner envelope shall be placed inside a further outer? The envelope similarly sealed. On this outer envelope, only the addressee, the word

"Confidential", and any other relevant information in accordance with the bidding documents shall appear.

iv. Your quotation in the required format should be addressed and submitted to:

## Chairperson Dzongkhag Tender Committee Bumthang.

The deadline for receipt of your quotation(s) by the purchaser at the indicated address is <u>18<sup>th</sup></u> <u>September 2023 on or before 10:00 AM (Bhutan Standard Time) and will be opened on</u> <u>the same date at 10:30 AM (Bhutan Standard Time) at Dasho Dzongrab's Chamber.</u>

- 5. The bid shall be accompanied by a lump sum bid security of Nu. 30,000.00 (Ngultrum: Thirty Thousand) only in the form of an Unconditional Guarantee issued by a reputed financial institution or Cash Warrant or Demand Draft Account Payee addressing Chairman, Dzongkhag Tender Committee, Dzongkhag Administration, Jakar-Bumthang for a validity period of 60 days. Any bid not accompanied by bid security shall be treated as non-responsive to the Invitation for Quotation and will be rejected without seeking further explanation.
- 6. Quotation by fax or by electronic means **is not** acceptable.
- 7. Bidders have to fill up the Price Schedule Forms in the original sheet provided by the Dzongkhag Administration without using extra forms or sheets.
- 8. The quotation should be submitted as per the following instructions and in accordance with the attached Contract. The attached Terms and Conditions of Supply are an integral part of the Contract.
  - a) PRICE: All prices shall be quoted in **Ngultrum**. The quoted price shall be inclusive of all related costs including taxes, duties, and other levies until the end of the contract period.
  - b) EVALUATION OF QUOTATION: Offers determined to be substantially responsive to the technical specifications will be evaluated by comparison of their quoted prices. In evaluating the quotations, the purchaser will determine for each quotation the evaluated price by adjusting the price quotation by making any correction for any arithmetical errors as follows;

(i) Where there is a discrepancy between amounts in figures and in words, the amount in words will govern;

- (ii) Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted shall govern unless,; in the opinion of the Employer, there is an obvious gross misplacement of the decimal point in the unit rate, in which case the line item total as quoted shall govern, and the unit rate shall be corrected.
- (iii) If the supplier refuses to accept the correction, this quotation will be rejected and the bid security shall be forfeited.
- c) AWARD OF PURCHASE ORDER: The award will be made to the bidder who is offering the lowest evaluated price that meets the specifications. The successful bidder will sign a contract as per the attached form of contract and terms and conditions of supply.
- d) VALIDITY OF THE OFFERS: Your quotation(s) shall be valid till 30<sup>th</sup>
   September 2024. However, the rates of the items will be valid only for the period till the contract ends.
- Further information can be obtained from: the Dzongkhag Procurement Office, Dzongkhag Administration, Bumthang.
- 10. The quotation(s) will be opened in the presence of bidders or their representatives who choose to attend at the specified venue and time. The **Power of Attorney** letter shall be asked if representatives other than the legal owner attend the bid opening.
- 11. The Purchaser is not bound to accept the lowest bid and reserves the right to accept or reject any or all the bids without assigning any reason whatsoever.

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- 12. The bidder whose bid is accepted will be notified of the award of the contract by the purchaser prior to the expiration of the bid validity period. The terms of the accepted offer shall be incorporated in the supply order (sample form attached.)
- 13. The lump sum amount of **Nu. 30,000.00 (Ngultrum: Thirty Thousand) only** shall be retained as a security deposit with the Dzongkhag Administration and paid at the end of the contract period. The validity of the security deposit should be one year.

#### Schedule of Items and Priced Quotation (bid form)

Bidders have to fill up the Bid Forms in the original provided by the Dzongkhag Procurement Office without using extra forms or sheets. (*Price Schedule is attached separately*)

Contract Duration	Till 30 <sup>th</sup> September 2024 from the date of the contract signing agreement
Warranty Provided	N/A

Signature of Supplier/Contractor	Supplier's Official Stamp
Name of Supplier/Contractor	
Date	

Note:

#### Contract duration is extendable at the discretion of the Administration

The Evaluation and the comparison of the rates shall be based on the Item and awarded to the suppliers who quote the lowest the in majority of the items

## **Specification of the Services Required**

Sl	Item	Specifications
1	<u>Supply of Vehicle Spare</u> <u>parts &amp; Maintenance for the</u> <u>Fiscal Year 2023-2024</u>	<ol> <li>Refer to Terms &amp; Conditions of Vehicle Spare parts and Maintenance.</li> </ol>

### Documents required to be submitted as part of the Quotation

The original and *copy (ies)* of the quotation submitted by the supplier shall comprise the following:

- (a) A duly completed and signed priced quotation as per the Schedule of Items and the Priced Quotation (**Item Form**);
- (b) A copy of a valid workshop License;
- (c) A copy of a valid Tax Clearance Certificate;
- (d) The Original Bid security in the form of a cash warrant or Demand Draft
- (e) Power of attorney letter if the bid is signed other than the proprietor himself/herself to ensure legality of the bidding process.
- (f) Any other requirements specified in this document

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#### **Terms and Conditions for Vehicle Maintenance**

- 1. The Bidder must have his/her auto workshop within this Dzongkhag Administration.
- 2. The Bidder must carry out the maintenance work as soon as the work order is placed by the Procuring Agencies under this Bumthang Dzongkhag.
- 3. The spare parts required should be ready within seven (7) calendar days from the date the work order is placed at your firm. Failing to arrange shall be liable for Liquid Damage 0.05 percent per day.
- 4. The contract may terminated by the committee if the bidders fail to complete the maintenance work within 45 days from the date of the work order.
- 5. Failing to adhere to the terms and conditions laid above shall lead to termination of the contract and forfeiture of Performance Security.
- 6. No deviation from the quoted price of the item except Dzongkhag Tender Committee grants special approval.
- 7. The rate quoted must be as per the price schedule attached separately.
- 8. The spare parts must be supplied in an original as per the Bills of Quantity.
- 9. This rate shall be applicable only to the Procuring Agencies within the Bumthang Dzongkhag.
- 10. The vehicle must be handed over to the Procuring Agency after the maintenance/servicing conducting a proper test drive and official handing-taking with the official on duty.
- 11. The Dzongkhag Tender Committee's decision on any matter shall be final and binding.

## **Contract Agreement**

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

THIS CONTRACT AGREEMENT made the [insert number] day of [insert month], [insert year],

## BETWEEN

- (1) **Dzongkhag Administration, Bumthang**, a Government of Bhutan, and having its principal place of business at Bumthang (hereinafter called "the Purchaser"), and
- (2) [insert name of Supplier.....], a corporation incorporated under the laws of [insert: country of Supplier.....] and having its principal place of business at [insert: address of Supplier.....] (hereinafter called "the Supplier").

WHEREAS the Purchaser invited Bids for certain Goods and ancillary services, viz., [insert brief description of Goods and Services.....] and has accepted a Bid by the Supplier for the supply of those Goods and Services in the sum of [insert Contract Price in words and figures, expressed in the Contract currency/ies] (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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) Terms and Conditions;
- (c) Technical Requirements (including Schedule of Supply and Technical Specifications); (List of items)
- (e) The Original Supplier's Bid Bid security
- (f) The Purchaser's Notification of Award of Contract;
- (g) The form of Performance Security;
- (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 beha	lf of the Purchaser
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Signed:
in the capacity of

in the presence of
<i>in the capacity of</i>

For and on behalf of the Supplier

Signed:	
in the capacity of	

in the presence of......*Withness*.....

### **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]

Beneficiary: \_\_\_\_\_ [Name and Address of Purchaser]

Date: \_\_\_\_\_

BID GUARANTEE No.:

We have been informed that *[insert name of the Bidder]* (hereinafter called "the Bidder") has submitted to you its Bid dated (hereinafter called "the Bid") for the execution of *[insert name of Contract]* under Invitation for Bids No. *[insert IFB number]* ("the IFB").

Furthermore, we understand that, according to your conditions, Bids must be supported by a Bid Guarantee.

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 copies 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 the earlier of (i) our receipt of a copy of your notification to the Bidder of the name of the successful Bidder; or (ii) twenty-eight 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)]

#### **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] IFB No. and title: [insert no. and title of bidding process]

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

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

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

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

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

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

This Guarantee shall expire no later than the *[insert number]* day of *[insert month] [insert year]*,<sup>2</sup> 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]