STANDARD BIDDING DOCUMENT

Procurement of Goods

(For value up to Nu. 0.25 million)

Royal Government of Bhutan
Ministry of Finance

March 2011

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:

Public Procurement Policy Division
Ministry of Finance
Royal Government of Bhutan
pppd@mof.gov.bt
Telephone no. 00975 2 336962, fax no. 336961

Request for Quotation for Supply of Goods

[Quotation for supply of Hardware items]
National Seed Centre
Paro
Department of Agriculture
Ministry of Agriculture and Forest

[*Purchaser to use normal Letter Headed format*]

Date: 15th October 2018

Invitation for Quotation (IFQ)

Project title:_____

Source of Funding:_____

Contract Ref:_____

To:

_____

_____

Dear Sir/Madam,

1. You are invited to submit your priced bid for the supply of the following items;
   i) Hardware items

   [*Information on technical specifications and required quantities are attached*]

2. The bidder(s) may quote for any or all items under this invitation[1]. Each item shall be evaluated and contract awarded separately to the firm(s) offering the lowest evaluated price for each item
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 quotation including all documents in the attached format should be sealed in an envelope as required by PRR 2009 clause 5.1.7.2 and addressed to and delivered at the following address [***Procurement Section, National Seed Centre, Paro***].

[1] The procuring agency shall specify the evaluation criteria and should use appropriately. It should be clarified that whether the evaluation will be done item wise or as whole package.

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

The

Program Director

National Seed Centre

Paro

Telephone:**08/271465**

Fax: **08/271462**

4. The deadline for receipt of your quotation(s) by the purchaser at the indicated address is **11: 00 AM 30th October 2018**
5. The bid shall be accompanied by a bid security of **Nu. 4,000/- (Ngultrum Four thousand only)** in the form of cash warrant, demand draft or unconditional Bank Guarantee valid till **15th January 2019**. Any bid not accompanied by bid security shall be treated as non responsive.
6. Quotation by fax or by electronic means **are not** acceptable.
7. The quotation should be submitted as per the following instructions and in accordance with the attached Contract. The attached Terms and Conditions of Supply is 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 to the final place of delivery. The final place of delivery is **Jadchedphu Farm, TashiYangste, National Seed Centre, Paro.**
   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 priced 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 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 obviously 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 attached form of contract and terms and conditions of supply.

d) VALIDITY OF THE OFFERS: your quotation(s) shall be valid for a period of **till the end of financial year 2018-2019** from the deadline for receipt of quotation(s).

8. Further information can be obtained from: ***Procurement Section, National Seed Centre #17695886 #08 271465***

9. The ***National Seed Centre, Paro]*** has a budget allocation for the purchase of Goods and wishes to apply some of that allocation for the purchase of Goods for which this Request for Quotation is issued.

10. Depending on the final requirement, the purchaser may increase or decrease the quantities by fifteen percent (15%) of the purchase order.

11. The quotation(s) will be opened in the presence of bidders or their representatives who choose to attend at the specified venue and time.

12. 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.

13. The bidder whose bid is accepted will be notified of the award of contract by the Purchaser prior to expiration of the quotation validity period. The terms of the accepted offer shall be incorporated in the supply order (sample form attached).

14. Normal commercial warranty/guarantee shall be applicable to the supplied goods.
15. Ten percent (10%) of the Contract Price shall be paid within thirty (30) days of signing of the Contract, and upon submission of a claim and an advance payment guarantee for the equivalent amount valid until the Goods are delivered and in the form provided in the Bidding Documents.
16. Ninety percent (90%) of the Contract Price shall be paid to the Supplier within thirty (30) days after the date of the acceptance certificate for the respective delivery issued by the Purchaser. The ten (10) percent performance security shall be retained as security deposit and paid at the end of the warranty period or after six (6) months whichever is later after adjustment of dues if any.

Schedule of Items and Priced Quotation (bid form)

[describe below the items, unit and quantity of the goods required].

Items	Specification	Unit	Quantity required	Rate	Total	Mention brand
CPVC pipe	20 mm	nos	180			
CPVC Tee	20 mm	nos	40			
CPVC Elbow	20 mm	nos	60			
CPVC socket	20 mm	nos	160			
CPVC gate valve	20 mm	nos	20			
CPVC female adaptor (Brass thread)	20mm	nos	15			
CPVC female adaptor (Brass thread)	32 mm	nos	20			
CPVC male adaptor (Brass thread)	33 mm	nos	6			
CPVC pipe	32 mm	nos	3			
CPVC TEE	32 mm	nos	20			
CPVC Elbow	32 mm	nos	10			
CPVC gum	large tin	nos	2			
clamp for 20 mm CPVC pipe	20 mm	nos	200			
2 inch screw for the clamp	2 inch	Kg	5			

Items	Specification	Unit	Quantity	Rate	Total	Mention brand
Jain Drip filter	25 m cube	nos	1			
Screw take off	6 mm	nos	1500			
PC dripper	4.1 LPH	nos	1500			
Extension tube	6 mm	meter	1500			

		Sub-Total for Supply of Goods				
		Total Amount for Supply of Goods to Purchaser (including all types of cost) Goods to be supplied to [*Destination of Goods*]				

Total Amount in Nu. (in words)	*[insert the Total Amount for Supply of Goods including all related costs].*
Delivery period	*30 days from the date of issuance of the supply order*
Warranty Provided	*6 months*

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

[The Supplier may attach copies of relevant brochures/catalogue for the goods to be supplied, which will give sufficient information to carry out effective evaluation]

Technical Specification of the Goods Required

Sl	Item	Specification
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		

The Supplier is required to mention make / model (as applicable) of the goods to be supplied and must attach the appropriate original printed literature / brochures for the various items listed.

Signature of Supplier	Supplier's Stamp
Name of Supplier	
Date	

Documents required to be submitted as part of the Quotation

The original and *copy(ies)* of 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.

(b) A valid Trade License[2];

(c) A valid Tax Clearance Certificate;

(d) The required bid security

(e) Technical Specification of the Goods to be supplied; and

(f) Any other requirements specified in this document

[2] The non submission of historical (b & c) documents should not become rejection criteria and should be given one chance to the bidder(s) to submit.

Terms and Conditions for the Supply of Goods and Payment

The Terms and Conditions hereinafter may only be varied with the written agreement of the Purchaser and no terms and conditions put forward at any time by the Supplier shall form any part of the Contract.

1. The Supplier shall be required to submit a performance security of 10% of the quoted price in the form of cash warrant, demand draft or unconditional Bank Guarantee issued by a financial institution located in Bhutan ,which shall be furnished upon signing the contract. Performance security shall be valid till the end of warranty period and will be returned after the end of warranty period.
2. The supply of the goods shall be completed within *[30]* days from the date of issue of the Purchase Order, or the signing of the contract (if applicable);
3. Payment of the Invoice shall be arranged by the Purchaser, within thirty (30) days upon submission of original Invoice and TPN number, against the actual supplied quantities of goods as listed in the Purchase Order.
4. The quoted price shall include all taxes, duties, insurance and any other costs(including transportation cost) involved and nothing extra shall be paid.
5. Any goods found defective during the warranty period shall be replaced/repaired by the supplier at his cost. If the supplier fails to rectify and or replace the defective goods, the purchaser shall do it at the cost of the supplier.
6. The supplier shall pay liquidated damages at the rate of 0.1% per day for each day of delay to a maximum of 10% of the quoted price.
7. The Purchaser may, by written notice, terminate the Purchase Order (or Contract if applicable) in whole or in part at any time for its convenience:
    a. if the Supplier fails to perform any other Terms and conditions specified with the Purchase Order, or exceeds the maximum amount of liquidated damages.
    b. if the Supplier fails to perform any other obligation(s) under the Purchase Order, or
    c. if the Supplier does not take any remedial action within a period of (7) seven calendar days after receipt of a notice of default from the Purchaser specifying the nature of the default(s), or
    d. if the Supplier, in the judgment of the Purchaser, has engaged in any corrupt or fraudulent practices in competing for or in executing the tasks under this Purchase Order; and
8. The Supplier shall provide the warranty, as stipulated in the Quotation document, for the goods to be supplied and confirm that if any faults are detected within the warranty period in the supplied/installed goods, the Supplier shall be bound to rectify the fault or

replace the goods as the case may be. The security deposit shall be used to cover the cost of supplies not delivered or defective items not replaced or rectified.

9. The purchaser may procure any of the items from the open market in case the supplier fails to supply the goods within the stipulated time and realise the difference amount between the quoted price & market price from the security deposit.

NATIONAL SEED CENTRE
DEPARTMENT OF AGRICULTURE, MoAF
PARO: BHUTAN

[*Purchaser to use normal Letter Head format*]

PURCHASE ORDER FOR THE SUPPLY OF GOODS

Purchase Order No:	**Purchase Order Date:**
From: *[name and address of Purchaser]*	*[Contact person,* *Telephone Number* *Fax Number* *e-mail address]*

To: *[name and address of the Supplier]*	*[Contact person,* *Telephone Number* *Fax Number* *e-mail address* *supplier reference]*
Delivery date:	**Order Value (Nu.):**
Delivery terms:	

The *[insert name of procuring agency]* has accepted your Quotation dated *[insert date]* for the supply of Goods as listed below and request you to supply the goods within the delivery date stated above, in the quantities and units and on these Terms and Conditions. For convenience a copy of your signed quotation is attached.

ORDER ITEMS					
Item No	Description	Supplier Ref	Unit Price	Qty	Total Price

In acceptance of this Purchase Order you are requested to sign below, at which time the Contract shall become legally binding upon both parties. You are also requested to confirm that you will be supplying the goods within the Delivery date mentioned above.

For the Purchaser: Signature	For the Supplier: Signature
Print Name	Print name
Designation	Designation
Date	Date

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) *[insert complete name of Purchaser]*, a *[insert description of type of legal entity, for example, an agency of the Ministry of .... of the Government of Bhutan, or corporation incorporated under the laws of Bhutan]* and having its principal place of business at *[insert address of Purchaser]* (hereinafter called "the 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);
(e) The Supplier's Bid and original Price Schedules;
(f) The Purchaser's Notification of Award of Contract;
(g) The form of Performance Security;
(h) The form of Bank Guarantee for Advance Payment;
(i) *[insert here any other document(s) forming part of the Contract]*

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]*
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]*
in the capacity of *[insert title or other appropriate designation]*

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

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)*[3] *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]*,[4] 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]

[3] *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.*

[4] *Date established in accordance with Clause 19.4 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.*

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

[bank's letterhead]

Beneficiary: *[insert legal name and address of Purchaser]*

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

We, *[insert legal name and address of bank],* have been informed that *[insert complete name and address of Supplier]* (hereinafter called "the Supplier") has entered into Contract No. *[insert number]* dated *[insert date of Contract]* with you, for the supply of *[insert types of Goods to be delivered]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance payment is to be made against an advance payment guarantee.

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) 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 number and domicile of the account]*

This Guarantee shall remain valid and in full effect from the date of the advance payment received by the Supplier under the Contract until *[insert date*[5]*].* 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]

[5] *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*