

STANDARD BIDDING DOCUMENTS

Procurement of Goods

Repair/Maintenance of Walk-in chiller

FOR

DEPARTMENT OF LIVESTOCK

MOAF, THIMPHU



Royal Government of Bhutan

Ministry of Finance

TERMS AND CONDITIONS

Tender for Repair/Maintenance of walk-in chiller (cold room) at BCOOP SHOP, Chubachu

Sealed tenders are invited from National Registered suppliers dealing with maintenance and repair works for equipment for the repair of cold room, BCOOP office Chubachu.

The tender is to be submitted in the enclosed format and are subject to the terms and conditions specified below:

1. Sealed tender in the prescribed form along with security deposit money 10% (in the form of demand draft/cash warrant) of the quoted price to be submitted to the **Director General, Department of Livestock on or before 25th November, 2016 at 10 AM and will be opened on same day at 10.30 AM.** Security deposit money of the unsuccessful bidders will be refunded on finalization of the tender as per the procurement norms.

Section II. Bid Data Sheet

A. Introduction	
ITB 1.1	The Purchaser is: <i>[Department of Livestock, MoAF]</i>
ITB 1.1	The name, identification number and number of lots within this procurement are: <i>[Maintenance of walk-in chiller (cold room) at BCOOP shop, Chubachu]</i>
B. Bidding Documents	
ITB 8.2	For <u>clarification of Bid purposes</u> only, the Purchaser's address is: Attention: <i>[Director General]</i> Address: <i>[Department of Livestock, MoAF], Thimphu Bhutan</i> Facsimile number: <i>[00975-2-335167]</i> Phone Number : <i>[00975-2-338741]</i> Electronic mail address: <i>[jigmewangchuk72@gmail.com]</i>
C. Preparation of Bids	
ITB 11.1	The language of the Bid is: <i>[English]</i>

ITB 12.1 (k)	The Bidder shall submit with its Bid the following additional documents: <ol style="list-style-type: none"> 1. Copy of Valid trade license 2. Copy of Tax clearance Certificate 3. Other relevant documents like catalog/brochures
ITB 12.1 (j)	The bidders shall submit a signed Integrity Pact.
ITB 15.1	Alternative Bids [“shall not be”] permitted.
ITB 16.5	The Incoterms edition is: [<i>insert year of current edition</i>]
ITB 16.6 (a) (iii), (b) (ii) and (c) (v)	The final destination (Project Site) is: [BCOOP Shop, Chubachu].
ITB 17.1	The prices quoted by the Bidder [“shall not”] be adjustable.
ITB 18.1	The Bidder [“is”] required to quote in Ngultrum (BTN).
ITB 21.3	The period of time for which the Goods are expected to be functioning (for the purpose of spare parts, special tools, etc) is [one year].
ITB 22.1 (a)	Manufacturer’s authorization [“is”] required.
ITB 22.1 (b)	After sales maintenance, repair, spare parts stocking and related services [“are”] required, and the Bidder therefore [“is”] required to be represented by a suitably equipped and able agent in Bhutan.
ITB 23.1	The Bid validity period shall be [365 days].
ITB 24.1	The amount and currency of the Bid Security is [10% of the quoted amount].
D. Submission and Opening of Bids	
ITB 25.1 and 26.1	In addition to the original of the Bid, the number of copies is: [one copy marked as “COPY” required].

ITB 26.3 (d)	The name and identification number of the Contract is <i>Repair/Maintenance of walk-in chiller (cold room), Chubachu.</i>
ITB 26.3 (e)	The time and date for Bid Opening is <i>[10.30AM]</i> Bhutan time on <i>[25th November, 2016]</i> .
ITB 26.7	Bidders <i>[“shall not”]</i> have the option of submitting their Bids electronically.
ITB 27.1	<p>For Bid submission purposes, the Purchaser’s address is:</p> <p>Attention: <i>[Director General]</i></p> <p>Address: <i>[Department of Livestock, MoAF]</i> Thimphu Bhutan.</p> <p>The deadline for the submission of Bids is:</p> <p>Date: <i>[25th November, 2016]</i></p> <p>Time: <i>[10AM]</i> Bhutan time.</p>
ITB 30.1	<p>The Bid Opening shall take place at:</p> <p>Address: <i>[Department of Livestock conference hall, Thimphu]</i>, Bhutan.</p> <p>Date: <i>[25th November 2016]</i></p> <p>Time: <i>[10.30AM]</i> Bhutan time.</p>
E. Evaluation and Comparison of Bids	
ITB 37.1	<p>Bid prices expressed in different currencies shall be converted into Ngultrum (BTN).</p> <p>The source of exchange rates shall be the Royal Monetary Authority of Bhutan.</p> <p>The date for the exchange rates shall be the date of Bid Opening, as prescribed in ITB Sub-Clause 30.1.</p>
ITB 38.1	A margin of five percent (5%) Domestic Preference <i>[shall be applicable for goods manufactured in Bhutan]</i> apply.
ITB 39.3 (a)	<p>Evaluation will be done for <i>[total quoted price]</i></p> <p><i>Bids shall be quoted for all item(s) and the Contract will comprise of the total</i></p>

	<i>quoted price that will be awarded to the successful Bidder.</i>
ITB 39.3 (e)	<p>The adjustments shall be determined using the following criteria from amongst those set out in Section III, Evaluation and Qualification Criteria: <i>[refer to Schedule III, Evaluation and Qualification Criteria; insert complementary details if necessary]</i></p> <p>(a) Deviation in Delivery schedule: [No.]</p> <p>(b) Deviation in payment schedule: [No.]</p> <p>(c) The cost of major replacement components, mandatory spare parts, and service: [Yes, if not as per requirement]</p> <p>(d) The availability in Bhutan of spare parts and after-sales services for the equipment offered in the Bid [Yes]</p> <p>(e) The projected operating and maintenance costs during the life of the equipment [Yes, within three week time of default/malfunctioning of items installed]</p> <p>(f) The performance and productivity of the equipment offered: [Yes]</p> <p>(g) <i>[Insert any other specific criteria]</i></p>
ITB 39.6	Bidders ["shall not"] be allowed to quote separate prices for one or more items. <i>[refer to Section III, Evaluation and Qualification Criteria for the evaluation methodology, if appropriate]</i>
F. Award of Contract	
ITB 44.1	<p>The maximum percentage by which quantities may be increased is [20%]</p> <p>The maximum percentage by which quantities may be decreased is [20%] <i>The responsive bidder shall be awarded based on the lowest evaluated bid as well as the as per the quality of item (s).</i></p>

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: [.....]

Bid No.: [.....]

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:
4. Bidder's Year of Registration:
5. Bidder's Legal Address in Country of Registration:
6. Bidder's Authorized Representative Information Name: Address: Telephone/Fax numbers:..... 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.

Bid Submission Sheet

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

Date:

Invitation for Bid No.:

Alternative No.:

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

We, the undersigned, declare that:

(a) We have examined and have no reservations to the Bidding Documents, including Addenda No.:
.....

(b) We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Schedule of Supply the following Goods and Related Services:
.....
.....

(c) The total price of our Bid, excluding any discounts offered in item (d) below is:.....
..... ***[insert the Bid Price in words and figures, indicating the various amounts and their respective currencies];***

(d) The discounts offered and the methodology for their application are:

Discounts. If our Bid is accepted, the following discounts shall apply:

[Specify in detail each discount offered and the specific item of the Schedule of Supply to which it applies.]

Methodology of Application of the Discounts. The discounts shall be applied using the following methodology:

[Specify in detail the methodology that shall be used to apply the discounts];

- (e) Our Bid shall be valid for a period of [.....] days from the date fixed for the Bid submission deadline in accordance with ITB Sub-Clause 27.1, and it shall remain binding upon us and may be accepted at any time before expiry of that period;
- (f) If our Bid is accepted, we commit to provide a Performance Security in accordance with ITB Clause 47 and GCC Clause 19 for the due performance of the Contract;
- (g) We are not participating, as Bidders, in more than one Bid in this bidding process, other than any alternative offers submitted in accordance with ITB Clause 15;
- (h) We, including any subcontractors or suppliers for any part of the Contract, have nationality from eligible countries, viz:
- (i) We have no conflict of interest pursuant to ITB Sub-Clause 3.2;
- (j) Our firm, its affiliates or subsidiaries - including any subcontractors or suppliers for any part of the contract - has not been declared ineligible by the Purchaser under the laws or official regulations of Bhutan, in accordance with ITB Sub-Clause 3.4;
- (k) The following commissions, gratuities or fees have been paid or are to be paid with respect to the bidding process or execution of the Contract: *[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity]*

Name of Recipient	Address	Reason	Amount
_____	_____	_____	_____
_____	_____	_____	_____

(If none has been paid or is to be paid, indicate "none.")

- (l) We understand that this Bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed.

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

Signed: _____

In the capacity of _____

Name: _____

Duly authorized to sign the bid for and on behalf of:

Dated on _____ day of _____, _____ *[insert date of signing]*

Price Schedule Form

[The Bidder shall fill in these Price Schedule Forms in accordance with the instructions indicated. The list of line items in Column 1 of the **Price Schedules** shall coincide with the List of Goods and Related Services specified by the Purchaser in the Schedule of Supply.]

Price schedule.

Sl. No	Particular	Quantity	Rate	Remarks
1.	Cold room repair & outdoor unit.	1No		
2.	Compressor change & indoor unit	1No		
3.	Gas recharge	1No		
4.	Fan motor change	2 Nos		
5.	Serving charge	1No		
6.	Digital thermostat	1No		
7.	Date timer	1 No		
	Total amount quoted			

Section VIII. Special Conditions of Contract

The following Special Conditions of Contract (SCC) shall supplement and/or amend the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC. *[The Purchaser shall select and insert the appropriate wording using the sample below or other acceptable wording and delete the text in italics.]*

1.1 (k)	The Project Site(s)/Final Destination(s) is/are; <i>[BCOOP Shop, Chubachu]</i>
1.1 (l)	The Purchaser is: <i>[Department of Livestock, MoAF Thimphu]</i>
GCC 4.2 (a)	The meaning of the trade terms shall be as prescribed by Incoterms. If the meaning of any trade term and the rights and obligations of the parties thereunder shall not be as prescribed by Incoterms, they shall be as prescribed by: <i>[exceptional; refer to other internationally accepted trade terms]</i>
GCC 4.2 (b)	The version of Incoterms shall be: <i>[insert date of current edition]</i>
GCC 5.1	The language shall be: <i>[English]</i>
GCC 8.1	For notices , the addresses shall be: For the Purchaser: Attention: <i>[Director General]</i> Address: <i>[Department of Livestock, MoAF] Thimphu Bhutan</i> Telephone: <i>[00975-2-335168]</i> Facsimile number: <i>[00975-2-335167]</i> E-mail address: <i>[dorji3@yahoo.com]</i>
GCC 9	The governing law shall be <i>the law of the Kingdom of Bhutan.</i>
GCC 10.2	The rules of procedure for arbitration proceedings pursuant to GCC Sub-Clause 10.2 shall be as follows: <i>[The Bidding Documents should contain one clause to be retained in the event of a Contract with a foreign Supplier and one clause to be retained in the event of a Contract with a Bhutanese Supplier. At the time of finalizing the Contract, the respective applicable clause should be retained in the Contract. The following</i>

explanatory note should therefore be inserted as a header to GCC Sub-Clause 10.2 in the Bidding Documents.

“Clause 10.2 (a) shall be retained in the case of a Contract with a foreign Supplier and Clause 10.2 (b) shall be retained in the case of a Contract with a Bhutanese Supplier.”]

(a) Contract with a foreign Supplier:

[For Contracts entered into with foreign suppliers, international commercial arbitration may have practical advantages over other dispute settlement methods. Among the rules to govern the arbitration proceedings, the Purchaser may wish to consider the United Nations Commission on International Trade Law (UNCITRAL) Arbitration Rules of 1976, the Rules of Conciliation and Arbitration of the International Chamber of Commerce (ICC), the Rules of the London Court of International Arbitration or the Rules of the Arbitration Institute of the Stockholm Chamber of Commerce.]

If the Purchaser chooses the UNCITRAL Arbitration Rules, the following sample clause should be inserted:

GCC 10.2 (a)—Any dispute, controversy or claim arising out of or relating to this Contract, or breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the UNCITRAL Arbitration Rules as at present in force.

If the Purchaser chooses the Rules of ICC, the following sample clause should be inserted:

GCC 10.2 (a)—All disputes arising in connection with the present Contract shall be finally settled under the Rules of Conciliation and Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules.

If the Purchaser chooses the Rules of the Arbitration Institute of the Stockholm Chamber of Commerce, the following sample clause should be inserted:

GCC 10.2 (a)—Any dispute, controversy or claim arising out of or in connection with this Contract, or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the Rules of the Arbitration Institute of the Stockholm Chamber of Commerce.

If the Purchaser chooses the Rules of the London Court of International Arbitration, the following clause should be inserted:

	<p>GCC 10.2 (a)—Any dispute arising out of or in connection with this Contract, including any question regarding its existence, validity or termination shall be referred to and finally resolved by arbitration under the Rules of the London Court of International Arbitration, which rules are deemed to be incorporated by reference to this clause.</p> <p>(b) Contract with a Bhutanese Supplier:</p> <p>In the case of a dispute between the Purchaser and a Bhutanese Supplier, the dispute shall be referred to adjudication or arbitration in accordance with the laws of Bhutan.</p>
GCC 13.1	<p>Details of Shipping and other Documents to be furnished by the Supplier are <i>[insert the required documents, such as a negotiable bill of lading, a non-negotiable sea way bill, an airway bill, a railway consignment note, a road consignment note, insurance certificate, Manufacturer’s or Supplier’s warranty certificate, inspection certificate issued by nominated inspection agency, Supplier’s factory shipping details etc].</i></p> <p>The above documents shall be received by the Purchaser before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses.</p>
GCC 16.2	<p>The prices charged for the Goods supplied and the related Services performed <i>["shall not,"]</i> be adjustable.</p>
GCC 17.1	<p>The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:</p> <p>Payment for Goods supplied (after delivery and acceptance in full) shall be made 100% in Ngultrum (BTN)</p>
GCC 17.5	<p>The payment delay period after which the Purchaser shall pay interest to the supplier shall be <i>[30] days.</i></p> <p>The interest rate that shall be applied is <i>[0.1] %</i></p>
GCC 19.1	<p>The amount of the Performance Security shall be: <i>[10 % on total value for items awarded to the winning bidder]</i></p>
GCC 19.3	<p>The types of acceptable Performance Securities are:</p> <ul style="list-style-type: none"> (i) <u>Unconditional bank guarantee issued by financial institution located in Bhutan and acceptable to the Purchaser, in the form provided for in the Contract or in any other form acceptable to the Purchaser, or</u> (ii) Cash warrant, or (iii) Demand draft.

GCC 19.4	Discharge of Performance Security shall take place: <i>[no later than 30 working days after completion of contract validity i.e. One Fiscal Year]</i>
GCC 24.2	The packing, marking and documentation within and outside the packages shall be: <i>Not applicable</i>
GCC 25.1	The insurance coverage shall be: <i>the responsibility of the supplier until delivery and acceptance of the goods at the project site.</i>
GCC 26.1	Responsibility for transportation of the Goods shall be <i>Not applicable</i>
GCC 27.1	The inspections and tests shall be: <i>[The supplier should inform the officer in charge before delivering the items and the concerned officials from the field will verify the items whether it is as per the specifications or not. After confirming all, the supplier will have to install the equipment, do necessary maintenance and repair and also give instructions on how to use the equipment.]</i>
GCC 27.2	Inspections and tests shall be conducted at: <i>The supplier should also submit catalog, brochures and allow evaluation committee members to visit your show rooms if the committee feels necessary]</i>
GCC 28.1	The liquidated damages shall be: <i>[0.1%] per day against delay of supplies as per the supply order.</i>
GCC 28.1	The maximum amount of liquidated damages shall be: <i>[10] % of the total value as per supply order.</i>
GCC 29.3	The period of validity of the Warranty shall be: <i>[6 months] after delivery, installation and acceptance of items by the procuring agency.</i>
GCC 29.5 and 29.6	The period for repair or replacement shall be: <i>[21] days.</i>

Invitation for Bids (IFB)

Bhutan

[Department of Livestock]

[Repair and maintenance of cold room]

1. This Invitation for Bids follows the General Procurement Notice for this Project that appeared in [.....] of [.....insert date].
 2. The ***[Department of Livestock, MoAF Thimphu]*** now invites sealed Bids from eligible and qualified Bidders for ***[Repair and maintenance of cold room]***.
 3. Bidding will be conducted through the ***National Competitive Bidding (NCB)*** a procedure specified in the RGoB Procurement Rules and Regulations, and is open to all Bidders from Countries as defined in Section V of the Bidding Documents¹.
 4. Interested eligible Bidders may obtain further information from ***[Ministry of Agriculture & Forests website]***.
 5. Qualification requirements include: ***[Eligible Nationals having trade license and tax clearance certificate]***.
 6. A complete set of Bidding Documents in ***[English]*** can be downloaded from MoAF website with effect from 26th October, 2016.
 7. Bids must be delivered to the address below at or before ***[10 AM on 25th November, 2016]***. Electronic bidding ***["shall not"]*** be permitted. Late Bids will be rejected. Bids will be opened physically in the presence of the Bidders' representatives, who choose to attend in person at the address below at ***[10.30AM on 25th November, 2016]***.
 8. All Bids shall be accompanied by a security deposit of ***[10% of the total quoted amount]***
 9. The address referred to above is (are): ***[Director General, Department of Livestock, MoAF]*** Thimphu.
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Terms and Conditions

- Rate quoted should be CIF, Thimphu (**BCOOP shop, Chubachu, Department of Livestock, Thimphu**)
- The supplier should be responsible to complete all the procurement formalities required for importing any kinds of goods e.g. Tax clearance certificate, valid trade license, manufacturers authorization, revenue & customs clearances etc. should be completed by the bidders.
- Suppliers should meet all the cost involved (if any) while processing government formalities.
- The earnest money will be forfeited as per rule if the consignment is not as per the specification or the quality do not meet the standard set by the procuring agency (s).
- Dead and damaged goods/items will be rejected at the time of delivery and no payment will be made for rejected goods/items.
- The bids should be in sealed envelope with clearly marked **“Repair/Maintenance of walk-in chiller (cold room)”** to Director General, Department of Livestock, MoAF Thimphu.
- Bidders are required to produce catalog/brochures and allow inspection of stores/showroom for the items quoted for bid evaluation, if evaluation committee feels necessary.

(Dr. Tashi Samdup)
DIRECTOR GENERAL