STANDARD BIDDING DOCUMENT

Procurement of Goods

(For value up to Nu. 0.400 million)

Royal Government of Bhutan
Ministry of Finance

2020

PREFACE

This Standard Bidding Document for the Procurement of Goods have been prepared by the Ministry of Finance to be used for the Procurement of Goods through National and International 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 2019. This document will come into effect from 1st July, 2019.

For any comments or clarifications on this Standard Bidding Document contact:

Government Procurement and Property Management Division
Department of National Properties
Ministry of Finance
Royal Government of Bhutan

Request for Quotation for Supply of Goods

Procurement and Installation of Floor Carpet

Invitation for Quotation (IFQ)

Ref. NO: CNR/ACC-07/2020-2021/ Date: 3rd March 2021

To,

All Interested and eligible national bidders having valid trade license

Dear Sir/ Madam,

1. You are invited to submit your priced bid for the supply of the following items:

   i) Procurement and Installation of Floor Carpet

   [Information on technical specifications and required quantities are attached]

2. The bidder(s) may quote for all items under this invitation. The item shall be evaluated and awarded in a lot.
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 2019 clause 5.1.7.2 and addressed to and delivered at the following address;

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

   The President
   College of Natural Resources
   Lobesa; Punakha
   Royal University of Bhutan
   Contact# 02376249

4. The deadline for receipt of your quotation(s) by the purchaser at the indicated address is ***on or before 11:00 AM of 16th March 2021 and it will be opened on the same day at 11:30 AM in Conference Hall.***

5. Bids must be accompanied by a bid securing declaration using the form1.

   i. The Bid Securing Declaration shall be valid for thirty (30) days beyond the bid validity period. In exceptional circumstances, prior to the expiration of the Bid validity period, the Employer may solicit the Bidder's consent to an extension of the Bid validity period. The request and responses shall be made in writing. The validity of Bid Securing Declaration shall be suitably extended.

   ii. Any bid not accompanied by a Bid-Securing Declaration

   iii. The Bid-Securing Declaration shall be executed:

   a) If the Bidder withdraws the Bid after Bid opening during the period of Bid validity.
   b) If the Bidder does not accept the correction of the Bid price as Clause per 7 (b)(iii);
   c) In the case of a successful bidder, if the bidder fails within the specified time limit to sign the Agreement; or furnish the required Performance Security.

iv. In case Bid Securing Declaration is executed, the bidder shall deposit the bid security of **Nu. /-** within 14 days from date of notification by Employer.

v. In case the bidder fails to comply 5 (iv), bidder shall be excluded from being eligible for Bidding or submitting Bid in any tender with the Employer for a period of two years.

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 ***CNR, Lobesa, Punakha***

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-2 of contract and terms and conditions of supply.

d) VALIDITY OF THE OFFERS: your quotation(s) shall be valid for a period of **Six months** from the deadline for receipt of quotation(s).

8. Further information can be obtained from: ***Procurement Section, CNR***

9. The ***CNR*** 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 **form-5.**
14. 1 Year warranty/guarantee shall be applicable to the supplied goods.
15. The bid shall be accompanied by 2% of the quoted amount as the bid security.
16. The total quantity of the carpet is inclusive of rooms of different sizes at different location.

Dr. Phub Dorji
PRESIDENT

Schedule of Items and Priced Quotation (bid form)

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

Sl	Item	Description & Details*(minimum specifications of goods to be supplied)*	Unit	Qty	Unit Rate (Nu.)	Total Amount (Nu.)
1	Belgium Floor Carpet	Urban Walnut Brown Color	sqft	2891.61		
		Sub-Total for Supply of Goods				
		Total Amount for Supply of Goods to Purchaser (including all types of cost) Goods to be supplied to [*CNR, Lobesa, Punakha*]				

Total Amount in Nu. (in words)	
Delivery period	*30 day after issue of supply order*
Warranty Provided	*from date of commissioning of the Goods.*

Signature of Supplier	Supplier's Official Stamp
Name of Supplier & Contact No.	
Date	

[The Supplier shall submit the sample of the floor carpet]

Technical Specification of the Goods Required (Not Required)

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[3];

(c) A valid Tax Clearance Certificate;

(d) Bid- securing declaration

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

(f) Any other requirements specified in this document

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 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.

[3] The non submission of historical (b & c) documents should not become rejection criteria and bidder should be allowed to submit again.

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.

Form- 1

Bid-Securing Declaration

Date: _____

IFBNo.:_____

To:_____

We, the undersigned, declare that:

We understand that, according to your conditions, Bids must be supported by a Bid-Securing Declaration.

We accept that we are required to pay the bid security amount specified in the Bidding Data Sheet within 14 days of your instruction and failure to do so will automatically exclude us from being eligible for Bidding or submitting Bid in any contract with the Employer for the period of two years if we are in breach of our obligation(s) under the Bid conditions, because we:

(a) have withdrawn our Bid during the period of Bid validity specified by the Bidder in the
Form of Bid; or

(b) having not accepted the correction of errors in accordance with the Instructions to Bidders; or

(c) Having been notified of the acceptance of our Bid by the Employer during the period of Bid validity, (i) fail or refuse to furnish the performance security or (ii) fail or refuse to execute .

We understand this Bid-Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) thirty(30) days after the expiration of our Bid.

Signed:_____

In the capacity of_____

Name: _____

Duly authorized to sign the Bid for and on behalfof: _____

Dated on_____day of_____Corporate Seal (where appropriate)

Affix Legal Stamp

Form- 2

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) 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]*, 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]

Form- 3

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]

Form- 4

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*[4]*].* 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]

[4] *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*

Form- 5

[*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:	For the Supplier:

Signature	Signature
Print Name	Print name
Designation	Designation
Date	Date