

STANDARD BIDDING DOCUMENT

Procurement of Goods

(For value up to Nu. 0.500 million)



**Royal Government of Bhutan
Ministry of Finance**

2019

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 Hiring of DCM (Model 2015) with Driver:

Name of Work	:	Hiring of DCM (Model 2015) with Driver.
Period of Completion/Delivery:		Till 30th June, 2022.
Method of Procurement	:	Limited Tender.
Concerned Sector	:	Fodder Germplasm Unit
Agency	:	NRDCAN, DoL, Bumthang

[Purchaser to use normal Letter Headed format]

Invitation for Quotation (IFQ)

Project title: **Hiring of DCM (Model 2015) with Driver**

Source of Funding: **Germplasm transportation Budget**

Contract Ref: **2(4) NRDCAN/ACCTs/2021-2022/92**

To:

Dear Sir/ Madam,

1. You are invited to submit your priced bid for the supply of the following items:
Hiring of DCM (Model 2015) with Driver
2. The bidder(s) must quote for all the items under this invitation. Price quotations will be evaluated for all the items together and contract awarded to the firm offering the lowest evaluated total cost of all 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 quotation including all documents in the attached format should**

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.

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:

**Program Director/Specialist Head,
National Research & Development Centre for Animal Nutrition,
Department of Livestock, Bumthang**

4. The deadline for receipt of your quotation(s) by the Employer the indicated address is **1:00 PM on 17th September, 2021** and opened shall be done on the same day **at 2:30 PM at NRDCAN Conference**
5. Bids must be accompanied by a bid securing declaration using the form 1.
 - 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.

² This option is generally not encouraged which should be used only in urgent situation and before initiating any procurement of this sort, the agency initiating this method should seek approval from the concerned higher authority.

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- iv. In case Bid Securing Declaration is executed, the bidder shall deposit the bid security of **Nu. 10,000.00** within **3 working 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 – **the vehicle shall be hired till 30th June, 2022 with Fodder Germplasm Unit, NRDCAN, DoL, Bumthang**
- 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 Employer 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 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 Transporter refuses to accept the correction, this quotation will be rejected and the bid security shall be forfeited.
- c) **AWARD OF WORK 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.

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- d) VALIDITY OF THE OFFERS: your quotation(s) shall be **valid till 30th June, 2022** from the deadline for receipt of quotation(s).
8. Further information can be obtained from: **Administration Section, NRDCAN, DoL, Bumthang, Contact No: 03631135**
 9. The quotation(s) will be opened in the presence of bidders or their representatives who choose to attend at the specified venue and time.
 10. 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.
 11. The bidder whose bid is accepted will be notified of the award of contract by the Employer prior to expiration of the quotation validity period. The terms of the accepted offer shall be incorporated in the supply order **form- 5**.

Schedule of Items and Priced Quotation (bid form)

[Rate should be quoted for ONE WAY for LONG DISTANCE per KM & LUMP SUM per day for LOCAL AREA (Bumthang Dzongkhag)]

Vehicle Type	Vehicle Model Number	Registration Number	Qty.	Long distance rate/KM (ONE WAY) (Inclusive of all taxes & charges)-(Nu.)	Halt Charges (Inclusive of all taxes & charges)-(Nu.)	Local Rate per day (Gewogs under Bumthang Dzongkhags) (Inclusive of all taxes & charges)-(Nu.)			
						Choekhor	Chumey	Tang	Ura
DCM (Medium Vehicle)			1 No.						

Quoted Rate in WORDS (Ngultrum):

Long distance rate/KM (ONE WAY) (Inclusive of all taxes & charges in words)-(Nu.)	Halt Charges (Inclusive of all taxes & charges in words)-(Nu.)	Local Rate per day - Lump sum amount (Gewogs under Bumthang Dzongkhags) (Inclusive of all taxes & charges in words)-(Nu.)			
		Choekhor	Chumey	Tang	Ura

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

**Technical Specification for hiring vehicle.
(To be filled and signed by the Tenderer/Bidder)**

1	Registration Number of vehicle	
2	Type of vehicle	
3	Model	
4	Name & complete address of owner of vehicle	
5	Name & complete address of Driver	
6	Contact Number of Owner & Driver	Owner: # Driver: #
7	Driving license and validity of license of Driver	
8	Date of Registration of vehicle	
9	Fitness certificate validity	
10	Insurance validity	
11	Particulars of Earnest Money Deposit (EMD)	
	I. Bank Draft No.	
	II. Date	
	III. Amount	
	IV. Drawn on favor of	
	V. Bank	

I, undersigned certified that the information submitted above is true to the best of my knowledge and belief.

	Supplier's Seal
Signature of Supplier	
Name of Supplier	
Date	

Documents required to be submitted as part of the Quotation

The original and *copy (ices)* of quotation submitted by the Transporter 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;
- (c) A valid Tax Clearance Certificate;
- (d) Bid- securing declaration
- (e) Valid Vehicle Registration Certificate
- (f) Valid Driving License of the Driver who will be driving the vehicle
- (g) Valid Road worthiness certificate of the vehicle
- (h) Valid vehicle insurance certificate
- (i) 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 Employer and no terms and conditions put forward at any time by the Transporter shall form any part of the Contract.

1. The Transporter shall be required to submit a performance security of lump sum amount of **Nu. 10,000.00**, 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. **Hiring of vehicle should valid till 30th June, 2022.**
3. Payment of the Invoice shall be arranged by the Employer, within thirty (30) days upon submission of original Invoice and TPN number, against the actual supplied quantities of goods as listed in the Work Order.
4. **The quoted price shall include all taxes, duties, insurance, payment and lodging of Driver, fueling, maintenance and any parking fees and other costs involved and nothing extra shall be paid.**
5. Any goods found defective during the transaction period shall be replaced/ repaired by the transporter at his cost. If the transporter fails to rectify and or replace the defective goods, the transporter shall do it at the cost of the supplier.
6. The Transporter 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 Employer may, by written notice, terminate the work Order (or Contract if applicable) in whole or in part at any time for its convenience:
 - a. if the Transporter fails to perform any other Terms and conditions specified with the Work Order, or exceeds the maximum amount of liquidated damages.
 - b. if the Transporter fails to perform any other obligation(s) under the work order, or

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- c. if the Transporter 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 Transporter, in the judgment of the Purchaser, has engaged in any corrupt or fraudulent practices in competing for or in executing the tasks under this Work Order; and
8. The Transporter 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 Transporter 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 Employer may procure any of the items from the open market in case the Transporter fails to provide services within the stipulated time and realize the difference amount between the quoted price & market price from the security deposit.

Other terms and conditions:

1. **The vehicle model should be 2015 and also in good running condition during the period of contract.**
2. Vehicle should be in excellent running condition with minimum basic features. Poor condition of the vehicle will not be hired considering the safety of the traveler.
3. The Driver should strictly adhere to the road safety laws while driving and any official travelling in the vehicle have the right to remind/object if the driver fails to follow the laws. The driver should be well experienced.
4. In the event of vehicle breakdown, the owner should arrange equivalent vehicle in place to avoid unnecessary delay in work.
5. The quoted rate will be based on the minimum of load of 5 MT for the medium vehicle.
6. **The hiring duration and time frame will depend on the field work plan; however, the successful bidder should be ready to provide service as and when required. Either complain or excuses will be not entertained or the authority will be at liberty to reject the arrangement and may engage vehicle from other source.**
7. Driver should ensure proper protection of belongs of staffs and office in any conditions.
8. The Driver should maintain log book to record kilometers and should get the initial reading of the day verified by the officials on duty.
9. **Halt charges will be paid only if there is road block and other calamitic as per the notification or letter issued by RSTA, DoR or related authority.**
10. If the services are found to be unsatisfactory, the client shall **give one month notice and terminate the agreement and opt to second lowest bidder.**
11. In case the service provider intends to withdraw the services of the vehicle and terminate the agreement; it shall be mandatory upon him to **grant one month notice.**
12. **No advance payment will be made.**
13. Failing to abide any of the above terms and conditions would result in forfeiting the EMD and Performance security and the organization reserves the right to hire from other party at the same rate or at the lower rate quoted by the first bidder or may terminate the contract.

Bid-Securing Declaration

Date: _____

IFB No.: _____

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 the Contract.

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 behalf of: _____

Dated on _____ day of _____ Corporate Seal (where appropriate)

Affix Legal Stamp

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 Employer]*, 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 Employer"), and
- (2) *[insert name of Transporter]*, 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 Transporter").

WHEREAS the Employer invited Bids for certain Goods and ancillary services, viz., *[insert brief description of Goods and Services]* and has accepted a Bid by the Transporter 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
 - (d) The Supplier's Bid and original Price Schedules;
 - (e) The Purchaser's Notification of Award of Contract;
 - (f) The form of Performance Security;
 - (g) The form of Bank Guarantee for Advance Payment;
 - (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 Employer to the Transporter as hereinafter mentioned, the Transporter hereby covenants with the Employer to provide the Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

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5. The Employer hereby covenants to pay the Transporter 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 Employer:

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 Transporter:

Signed: *[insert signature of authorized representative(s) of the Transporter]* in the capacity of *[insert title or other appropriate designation]*

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