

# BIDDING DOCUMENTS



## **Royal Government of Bhutan**

**Annual quotation for the Financial Year 2017-2018 for the following supplies:**

1. Office Stationeries,
2. Printings Works,
3. Servicing of Office Equipments,
4. Vehicle Spare parts & Maintenance,
5. Tyres & Tube
6. Catering Services

## **Procuring Agency [Cabinet Secretariat]**

### **SECTION 1**

All bids are to be completed and submitted to the Purchaser in accordance with the instructions and general conditions set forth hereunder.

#### **1. Eligibility**

- 1.1. The invitation for bids is open to all suppliers having valid trade license.
- 1.2. The Bidders can bid for any or all of the items. The award of contract will be based as per clause 15 on the best offer submitted for each individual items.
- 1.3. A Bidder shall submit one or more bids based on clause 15.
- 1.4. Any clarification to be required with regard to the specifications should be sought before submission of bids.

#### **2. Documents Comprising the Bid**

- 2.1. The bid to be submitted by the Bidders shall comprise the following components:
  - 2.1.1. Bid Form.
  - 2.1.2. Technical Specification
  - 2.1.3. Price Schedule
  - 2.1.4. A copy of the valid Trade License.
  - 2.1.5. Bid Security as prescribed in clause 3.1.
  - 2.1.6. Bidders may also furnish any certificates of dealership or agency issued by their principal suppliers that establishes the bidders' professional competence and qualification to supply and service the Goods to be supplied.

#### **3. Bid Security**

- 3.1. The bidder shall furnish, as part of its bid, a bid security of amount Nu. 10,000.00 (Ten Thousand) only in the form of a banker's certified cheque, cash warrant, standby letter of credit or bank guarantee from a reputable bank. Letters of credit and bank guarantees issued, as surety for the bid shall be valid for 30 days beyond the validity of the bid.
- 3.2. The Bids Security shall be forfeited by the Bidder if:
  - 3.2.1. The Bidder withdraws his bid during the period of bid validity as specified in the Bid Form;
  - 3.2.2. In the case of a successful Bidder, if he fails to:
    - 3.2.2.1. Sign the Contract in accordance with Clause 9.
    - 3.2.2.2. Furnish Performance Security in accordance with Clause 10.

#### **4. Format and Signing of Bid**

- 4.1. The bidder shall prepare **one original Bid Document** and **one copy** comprising the bid.

**5. Submission of Bids.**

5.1. The bidder shall seal all envelopes to prevent premature opening & tampering. The inner envelope shall bear name of the bidder and shall be placed inside a further outer envelope similarly sealed. On this outer envelope, only the following addressee, identification and the words “confidential” shall be marked clearly.

(a) Addressed to:

**Director  
Cabinet Secretariat**

(b) Bear the following identification:

Bid for the FRAME WORK CONTRACT FOR FINANCIAL YEAR 2017-18

**DO NOT OPEN BEFORE 4<sup>th</sup> July, 2017, 02:30.p.m**

**6. Deadline for Submission of bids**

6.1. The deadline for submission of the Bids is on **4<sup>th</sup> July, 2017, 11:00 AM.**

**7. Opening Of Bids**

7.1. The Bids will be opened at 02:30 PM at date stated above in the presence of the representatives of the Bidders wishing to attend.

7.2. After establishing that all submitted bids have fulfilled all the requirements, the Tender Committee established for the purpose of opening the bids shall constitute a Tender Evaluation Committee from among the members to evaluate the bids and submit their findings on the most competitive bid or bids.

**8. Notification of Award**

8.1. The successful Bidder/Bidders shall be notified in writing by Purchaser that their bid/bids have been successful after the evaluation of the bid.

**9. Signing of contract**

9.1. Upon being notified as above, the successful Bidder/Bidders shall be asked to sign a Contract Form within 15 days and return it to the Purchaser.

**10. Performance Security**

10.1. Upon signing of the contract Form, the Bidder/Bidders shall furnish to the Purchaser, in the form of cash warrant/ Bank Draft/ Bank Guarantee, a sum prescribed in the letter of notification of award.

10.2. The Performance security shall be valid for 30 days beyond the date of completion of the frame work contract.

10.3. The performance security shall be returned by the Purchaser not earlier than 30 days after the completion of the frame work contract period.

**11. Warranty**

- 11.1. The Bidder/Bidders warrant the Purchaser that the Goods supplied under the Contract comply with the specifications given and are free from defects. The Bidder/Bidders further warrant the Purchaser that all items of Goods supplied under the contract will be new and fit for their intended purposes.
- 11.2. This warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof, as the case may be, have been delivered and commissioned.
- 11.3. The Purchaser shall promptly notify the Bidder/Bidders in writing of any claim arising under this Warranty.
- 11.4. Upon receipt of remedy notice, the Bidder/Bidders shall promptly repair or replace the defective goods or parts thereof, without any cost to the Purchaser.
- 11.5. If the Bidder/Bidders, having been notified, fail to remedy the defect(s), the Purchaser may proceed to take such remedial action as may be necessary, at the Bidder/Bidders expense. The Bidder/Bidders Warranty pursuant to this Clause '11' is without prejudice to any other rights or remedies, which the Purchaser may have against the Bidder/Bidders under the Contract.

**12. Payment**

- 12.1. No advance payment for the supply of the Goods under this Contract shall be entertained.
- 12.2. The Bidder/Bidders shall deliver, install and commission all the Goods to the satisfaction of the Purchaser and thereafter submit their invoice to the Purchaser. The Purchaser, upon being satisfied with the performance of the Bidder/Bidders, shall proceed to make the payment to the Bidder/Bidders no later than 30 working days after the receipt of the invoice.

**13. Penalty for delay**

- 13.1. If the Bidder/Bidders fail to comply against clause 16, a penalty of 0.1% of the value of undelivered goods per day shall be charged to the maximum of 10% of value of undelivered goods. Once the maximum is reached the purchaser may terminate the contract in pursuant to clause No 17.

**14. Rate Validity**

- 14.1. The successful bidder (s) shall supply the items as and when felt necessary after receive of supply notification without change in price.
- 14.2. Bidders shall quote CIP Satellite Office, Cabinet Secretariat.

**15. Award of Contract.**

- 15.1. The contract will be evaluated independently and will be awarded accordingly as per the following:

- 15.1.1. Office Stationery, Toners and Cartridges.
  - 15.1.2. Printing of Office Documents / Cards.
  - 15.1.3. Servicing of Electronic Office Equipments
  - 15.1.4. Vehicles spare parts and Maintenance,
  - 15.1.5. Tubes and Tyres
  - 15.1.6. Catering Services
- 15.2. Further 15.1.1, 15.1.2, 15.1.4 and 15.1.5 will be awarded according to the lowest quoted individual lots. 15.1.3 and 15.1.6 will be awarded independently as a package to the averaged lowest quoted rate.
- 15.3. The Goods to be supplied shall confirm to the descriptions specified. Where there are no such specifications, the Bidders may indicate the brand and model they wish to offer, but the general technical specifications must be complied with.
- 15.4. Any mention of brand name in the tender document is only intended for indicative and not descriptive, bidders shall submit equivalent or superior quality to the mentioned brand name.

**16. Delivery**

- 16.1. The place and time for delivery will be specified in the supply order. Generally maximum of 45 days will be given for delivery, but the number of days specified in supply order shall be the governing factor.

**17. Termination**

- 17.1.1. The Purchaser may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, terminate the Contract in whole or in part.
- 17.1.2. If the Supplier fails to deliver any or all of the goods within the time period(s) specified in the supply order, or any extension thereof granted by the Purchaser, or
- 17.1.3. If the Supplier fails to perform any other obligation(s) under the Contract:

**18. Other Terms & Conditions**

- 18.1. No alterations to its format in section 3 shall be permitted and no substitutions shall be accepted.
- 18.2. Samples must be provided for office stationeries (15.1.1) wherever indicated, and evaluation will be based on quality of sample provided.
- 18.3. The general terms & conditions not covered by this document will be governed by the Standard Procurement Rules & Regulation, 2009.

**SECTION 2**

**SAMPLE BID FORM**

**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: *[Insert date of Bid Submission]*\_\_\_\_\_

Invitation for Bid No.:*[Insert number of IFB]*\_\_\_\_\_

Alternative No.; *[Insert number, if the Bid is for alternative]*\_\_\_\_\_

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.: *[Insert the number and date of issue of each addendum]*;\_\_\_\_\_

(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: *[Insert a brief description of the Goods and Related Services]*;\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(c) The price of our Bid, excluding any discounts offered in item (d) below is: *[Insert the offer no.]*;\_\_\_\_\_ and additional *[insert percentage]*\_\_\_\_\_ % for CIP over the quoted price.

(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 365 days (Financial year 2012-2013) from the date fixed for the Bid submission deadline, 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 Clause 10 for the due performance of the Contract;
- (g) We are not participating, as Bidders, in more than one Bid in this bidding process;
- (h) We have no conflict of interest;
- (i) 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;
- (j) 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]*

(k) 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: \_\_\_\_\_ *[Insert Signature of person whose name and capacity are shown]*  
 in the capacity of \_\_\_\_\_ *[Insert legal capacity of person signing the Bid Submission Sheet]*  
 Name: \_\_\_\_\_ *[Insert complete name of person signing the Bid Submission Sheet]*

Duly authorized to sign the bid for and on behalf of: \_\_\_\_\_ *[insert complete name of Bidder]* Dated on \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ *[insert date of signing]*

NB: Affix Legal Stamp.



**SECTION 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) The General conditions of contract;
  - (c) Technical Requirements (including Technical Specifications);
  - (d) The Supplier’s Bid and original Price Schedules;
  - (e) The Purchaser’s Notification of Award of 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.
- 6. Once the maximum of liquidated damages is reached the purchaser may terminate the contract for particular item and this shall be limited to only three items, failing to limit shall lead to terminate the contract as a whole.

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]*\_\_\_\_\_