

STANDARD BIDDING DOCUMENT

Procurement of Goods

(Up to Nu. 0.500 million)



Royal Government of Bhutan

Ministry of Finance

(2023)

PREFACE

One of the principal mandates and powers of the Ministry of Finance, as provided under section 104 (i) of the Public Finance (amendment) Act of Bhutan 2012 is to issue rules, manuals, directives, instructions or notifications ensuring an equitable, transparent, competitive and cost-effective procurement system in the country for which this Standard Bidding Document (SBD) for the Procurement of Goods (up to 0.5 million) 2023 is drafted as implementing document of Procurement Rules and Regulation 2023.

This SBD is the revision of Standard Bidding Document for the Procurement of Works (Up to 5 million) 2019 with the inclusion of provisions amended vide various notifications and fiscal measures proven to be effective in achieving basic principles of public procurement.

Ministry of Finance in the exercise of the power conferred by the section 104 (i) of the Public Finance (amendment) Act of Bhutan 2012 hereby adopts SBD for the Procurement of Goods (up to 5 million) 2023 vide 141st Policy and Planning Coordination Meeting on 20th February, 2023 which shall come into effect from 1st July 2023.

Any queries, clarification, interpretation on this standard bidding document contact:

Procurement Management and Development Division
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Ministry of Finance
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Request for Quotation for Supply of Goods

[Procuring agency to describe here the nature of the Goods and Contract Package Numbers as per the Procurement Plan]

[Procuring agency to use normal Letter Headed format]

1. Invitation for Quotation (IFQ)

Date:

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)
 - ii)
 - iii) [Information on technical specifications and required quantities are attached]
2. The Bidder(s) may quote for any or all items under this invitation¹. Each item shall be evaluated and contract awarded separately to the firm(s) offering the best evaluated price for each item Or (*use one and delete the other*) 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 best 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 be sealed in an envelope as required by PRR 2023 clause 5.1.7.2 and addressed to and delivered at the following address [insert address of receipt of Bids]. OR (*use one of them*)

¹The 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.

The price quotation in the form attached may be submitted by facsimile or electronically at the following address: *[insert facsimile or email address]*².

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

Telephone:

Fax:

Email:

4. The deadline for receipt of your quotation(s) by the procuring agency at the indicated address is *[insert date & time]*
5. Bids must be accompanied by a Bid Securing Declaration in lieu of Bid Security using the form¹.
 - i. Any Bid not accompanied by a Bid-Securing Declaration in the prescribed format shall be rejected by the procuring agency as non-responsive.
 - ii. 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.
 - iii. In case Bid Securing Declaration is executed, the Bidder shall deposit the Bid Security of Nu. *[Insert the amount between range of 1-2% of the departmental estimate to be forfeited]* within 5 days from date of notification by Procuring agency.
 - iv. In case the Bidder fails to comply 5 (iii), Bidder shall be debarred from being eligible for Bidding or submitting Bid with all government procuring agencies for a period prescribed in the Debarment Rules.
6. Quotation by fax or by electronic means (*are or are not*) acceptable *[delete whichever is not applicable]*

²This 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

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 (insert final place of delivery)
 - 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 procuring agency 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 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 the contract with the terms and conditions of supply.
 - d) VALIDITY OF THE OFFERS: your quotation(s) shall be valid for a period of *[insert validity period]* from the deadline for receipt of quotation(s).
 - e) The supply of the goods shall be completed within.....from the date of issue of the Purchase Order, or the signing of the contract.
 8. Further information can be obtained from: *[insert address for information here]*
 9. The quotation(s) will be opened on the same day of submission deadline in the presence of Bidders or their representatives who choose to attend at the specified venue and time.
 10. The Procuring agency is not bound to accept the lowest Bid and reserves the right to accept or reject any or all the Bids.
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11. The Bidder whose Bid is accepted will be notified of the award of contract by the Procuring agency prior to expiration of the quotation validity period. The terms of the accepted offer shall be incorporated in the supply order form-5.
12. If no bidder submits any complaint within the standstill period of 5 days, the bidder whose bid is accepted will be notified of the award of contract by the Procuring Agency prior to expiration of the quotation validity period. The terms of the accepted offer shall be incorporated in the supply order Form- 5.
13. Normal commercial warranty/guarantee shall be applicable to the supplied goods.
14. 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 form- 4 for the equivalent amount valid until the Goods are delivered and in the form provided in the Bidding Documents.
15. Ninety percent (90%) of the Contract Price shall be paid to the Supplier within twenty-five (25) days after the date of the acceptance certificate for the respective delivery issued by the Procuring agency. 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.

2. Schedule of Items and Priced Quotation (bid form)

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

SI	Item	Description & Details (minimum specifications of goods to be supplied)	Unit	Qty	Unit Rate (Nu.)	Total Amount (Nu.)
1						
2						
3						
4						
5						
6						
7						
8						
		Sub-Total for Supply of Goods				
		Total Amount for Supply of Goods to Procuring agency (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	Number of days from the date of issue of the purchase order by the Procuring agency
Warranty Provided	Months from date of supply or commissioning of the Goods.

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]

3. Technical Specification of the Goods Required

SN	ITEM	SPECIFICATION
1		
2		
3		
4		
5		
6		
7		
8		

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	

4. 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 License³;
- (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.

³The non-submission of historical (b & c) documents should not become rejection criteria and Bidder should be allowed to submit again

5. 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 Procuring agency 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 order for one-time purchases shall be sent within five (5) working days after signing of contract.
 3. The supply of the goods shall be completed within the number of days specified in the contract from the date of issue of the Supply Order, or the signing of the contract;
 4. Payment of the Invoice shall be arranged by the Procuring agency, within twenty-five (25) days upon submission of original Invoice and TPN number, against the actual supplied quantities of goods as listed in the Supply Order.
 5. The quoted price shall include all taxes, duties, insurance and any other costs involved and nothing extra shall be paid.
 6. 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 Procuring agency shall do it at the cost of the supplier.
 7. 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.
 8. The Procuring agency 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;
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- 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 Procuring agency specifying the nature of the default(s); or
 - d. if the Supplier, in the judgment of the Procuring agency, has engaged in any corrupt or fraudulent practices in competing for or in executing the tasks under this Purchase Order.
- 9. Following the termination of contract, the Procuring Agency may directly award or directly procure from the market.
- 10. 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.
- 11. The procuring agency may procure any of the items from the open market in case the supplier fails to supply the goods within the stipulated time and realize the difference amount between the quoted price & market price from the security deposit.

6. 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 5 days of your instruction and failure to do so will automatically debar us (not eligible for Bidding or submitting Bid in any contract across all Government Agencies) for a period prescribed in the Debarment Rules, 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 IFQ; or

(c) Having been notified of the acceptance of our Bid by the Procuring agency during the period of Bid validity, (i) fail or refuse to furnish the performance security in accordance with the T&C (i), or (ii) fail or refuse to execute the Contract.

The procuring agency has the authority to immediately go to the next bidder, once the notice is served to the defaulting bidder.

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

7. 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 Procuring agency]*

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 an extension of this Guarantee for a period as required by the procuring agency in response to the procuring agency'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]

8. 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 Procuring agency]*, 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 Procuring agency]* (hereinafter called “the Procuring agency”), 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 Procuring agency 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 WITNESS 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 Procuring agency 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 Procuring agency’s Notification of Award of Contract;
 - (g) The form of Performance Security;
 - (h) The form of Bank Guarantee for Advance Payment; and
 - (i) *[insert here any other document(s) forming part of the Contract]*
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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 Procuring agency to the Supplier as here in after mentioned, the Supplier hereby covenants with the Procuring agency to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
5. The Procuring agency 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 Procuring agency 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]

9. 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 Procuring agency]*

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 date⁴]*. We agree to an extension of this Guarantee for a period as required by the procuring agency in response to the Procuring agency'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]

⁴Insert the Delivery date stipulated in the Contract Delivery Schedule. The Procuring agency should note that in the event of an extension of the time to perform the Contract, the Procuring agency 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

10. Supply Order for the Supply of Goods

[Procuring agency to use normal Letter Head format]

<p>Supply Order No:</p> <p>From: <i>[name and address of Procuring Agency]</i></p>	<p>Supply Order Date:</p> <p><i>Contact person, Telephone Number Fax Number e-mail address</i></p>
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<p>To: <i>[name and address of the Supplier]</i></p> <p>Delivery date:</p> <p>Delivery terms:</p>	<p><i>[Contact person, Telephone Number Fax Number e-mail address supplier reference]</i></p> <p>Order Value (Nu.):</p>
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We agree to an extension of this Guarantee for a period a period as required by the procuring agency.

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 Supply 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 Procuring agency:	For the Supplier:
Signature	Signature
Print Name	Print Name
Designation	Designation
Date	Date

