## STANDARD BIDDING DOCUMENT

# **Procurement of Goods**



Royal Government of Bhutan Ministry of Finance

March 2011

#### Preface

This Standard Bidding Document for the Procurement of Goods has been prepared by the Public Procurement Policy Division (PPPD), Ministry of Finance to be used for the Procurement of Goods through National 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.

The instructions in italics and footnotes provided are for guidance and are not part of the document therefore it should be removed while preparing the bid document.

Those wishing to submit comments or questions on this Bidding Document or to obtain additional information on procurement can contact:

Public Procurement Policy Division Ministry of Finance Royal Government of Bhutan <u>pppd@mof.gov.bt</u> Telephone no. 00975 2 336962, fax no. 336961

#### **Request for Quotation for Supply of Goods**

[Hiring of hilux, Laptops and Dell Precision workstation Tower]

[Purchaser to use normal Letter Headed format] Date: 30/03/2015 Invitation for Quotation (IFQ)

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) Workstation tower ii) Supply of Laptop iii) Hiring of Hilux

[Information on technical specifications and required quantities are attached]

- The bidder(s) may quote for any or all items under this invitation<sup>1</sup>. Each item shall be evaluated and contract awarded separately to the firm(s) offering the lowest evaluated price for each item
- 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 2009 clause 5.1.7.2 and addressed to and delivered at the following address [*insert address of receipt of bids*].

<sup>&</sup>lt;sup>1</sup> 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.

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

Director UWICE Lamaigoempa, Bumthang Telephone: (03)631926 Fax: (03)631925

- 4. The deadline for receipt of your quotation(s) by the purchaser at the indicated address is on or before **15 April, 2015 at 12:30PM**.
- 5. The bid shall be accompanied by a bid security of Nu. 10000.00(Ten thousand only) in the form of cash warrant, demand draft or unconditional Bank Guarantee valid till 15 May, 2015. Any bid not accompanied by bid security shall be treated as invalid/non-responsive.
- 6. Quotation by fax or by electronic means are not acceptable. 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 UWICE, Lamaigoempa, 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 purchaser will determine for each quotation the evaluated price by adjusting the priced quotation by making any correction for any arithmetical errors as follows;
    - 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 of contract and terms and conditions of supply.
- d) VALIDITY OF THE OFFERS: your quotation(s) shall be valid for a period of **one year** from the deadline for receipt of quotation(s).
- 7. Further information can be obtained from: **UWICE**, **Bumthang**.
- 8. The *UWICE* 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.
- 9. Depending on the final requirement, the purchaser may increase or decrease the quantities by fifteen percent (15%) of the purchase order.
- 10. The quotation(s) will be opened in the presence of bidders or their representatives who choose to attend at the specified venue and time.
- 11. 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.
- 12. 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 (sample form attached).
- 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 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 thirty (30) days after the date of the acceptance certificate for the respective

delivery issued by the Purchaser. 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.

Schedule of Items and Priced Quotation (bid form) [describe below the items, unit and quantity of the goods required].

## Supply of Dell Precision Tower 7910 Workstation

lte	Catalog Number/ Description/Details	Product code	Unit	Qty	Unit Rate (NU.)	Total Amount (Nu.)
	<b>Dell Precision Tower 7910</b> :Dell Precision Tower 7910 CTO Base	T7910C				
	Processor: Intel® Xeon ® Processor E5-2603 V3 (6C,1.6GHz, 10M,85W)	E52603				
	<b>Operating System:</b> Windows 7 Professional English 64bit (includes Windows 8.1 Pro license)	DW17P6E				
	Microsoft Application Software: Microsoft® Office Home and Business 2013, English, French and Spanish	13HB	-			
	Non-Microsoft Application Software: Dell Applications Windows 7	APPW7				
	Digitally Delivered Software:Dell Backup and Recovery Premium	DBRPRCR				
Dell Precision Tower 7910	Video Card: Dual NVIDIA® Quadro® NVS 310 512MB(2Cards w/2DP each) (4DP-DVI adapter)	S 310 512MB(2Cards w/2DP 1				
Workstation	E-Star:No Energy Star	NOESTAR	ouon			
	Chassis Options:Dell Precision t7910 1300W Chassis	1300W				
	Memory : 128GB (8X16GB) 2133MHz DDR4 RDIMM ECC	128G8R	_			
	HDD Controller:Integrated LSI SAS 3008 12Gb/s SATA/SAS controller- SWRAID 0, 1, 10	LSI3008				
	Internal Hard Drive Configuration:C1 SATA 3.5 Inch, 1-4 Hard Drives	C1				
	RAID Configuration/ Connectivity: No RAID	NORAID				
	Hard Drive:2TB 3.5" Serial-ATA (7,200RPM) Hard Drive	2T72				
	<b>2nd Hard Drive:</b> No Additional Hard Drive	NOHDDA				

<b>3rd Hard Drive:</b> No AdditionaL Hard Drive	NOHDA
<b>4th Hard Drive:</b> No Additional Hard Drive	NOHDA
<b>5th Hard Drive:</b> No Additional Hard Drive	NOHDA
6th Hard Drive:No Additional Hard Drive	NOHDA
7th Hard Drive: No Additional Hard Drive	NOHDA
8th Hard Drive: No Additional Hard Drive	NOHDA
<b>Storage Volume:</b> Boot drive or boot volume is less than 2TB	L2TB
CD ROM/DVD ROM:8X DVD Software not included	DVDSL
Optical software: PowerDVD software not included	NOPDVD
Sound:No Add-in Sound Card (Integrated Audio)	NOSND
Speakers: Internal Speaker	INSPKR
Additional Storage Devices: 19-in-1 Media Card Reader	MCR
Network Card:1Gbit NIC add-in card (PCle- Intel)	INTEL1
Thunderbolt Card:Not Selected in this Configuration	NOTHB
<b>Teradici Remote Workstation</b> <b>Access Host Card:</b> No Dell Tera2 Remote Access host card for the Wyse p25 Zero Client	NOCARD
Systems Management: No Out- of- Band Sys Mgmt	NOVPRO
<b>Dell Data Protection I Encryption</b> <b>Security SW</b> :No DDPE Encryption Software	NODDPE
Protect your PC:McAfee Security Center 36 month subscription	MSBC36M
<b>Keyboard:</b> US English (QWERTY) Dell KB212-B QuietKey USB keyboard Black	USBEE
Mouse: Dell MS111 USB Optical Mouse	USBMSE
Monitor Stands: No Stand	NOSTND

	Adapters: No Accessories	NOACCES			
	External Speakers: No External Speaker	NOEXSP			
	OS Recovery:Windows 8.1 English OS Recovery-DVD	M81D6E			
	Dell Backup & Recovery: Dell Backup and Recovery Basic	DBRBSC6			
	Resource DVD: Resource DVD not Included	NORDVD			
	Quick Reference Guide: Precision workstation Tower 7910	PLCMT			
	Packaging: Dell Precision packaging	SHPMTL			
	Power Cords: US Power Cord	PCUS			
	Chassis intrusion switch: Chassis Intrusion Switch	MTISWT			
	FGA Module: No FGA	NOFGA			
	UPC Label: No UPC Label	NOUPC			
	<b>Regulatory Label:</b> Tower 7910 Regulatory Label DAO	REGDAO			
	Processor Branding: Intel® Xeon® Label	IXEON			
	TPM Security : TPM	ТРМ			
	Canada Ship Options:Non- Canada orders only	USNONE			
	Hardware Support Services: 3 Year Hardware Service with Onsite/In- Home Service After Remote Diagnosis	NBD3			
	<b>Documentation/ Disks:</b> Safety/ Environment and Regulatory Guide (English/French M ulti- language)	EFDOC			
Dell Ultrasharp 32 UltraHD	Dell Ultrasharp UP3214Q monitor : Dell Ultrasharp UP3214Q monitor	U3214	1		
Monitor UP3214Q	HARDWARE SUPPORT SERVICES: 3 year premium panel limited warranty-advanced exchanged	AE3YR	each		

#### Supply of office Laptop

Items/Description/Specificatio	Unit	Quantit	Unit Rate	Total Amount
n	Onit	у	(NU.)	(Nu.)
Dell Latitude E7240				
Intel Core: i5				
RAM: 4 GB				
Screen size: 13 in	1			
<ul> <li>SSD: 128 GB</li> </ul>				
Graphic: 1GB				
Windows 8 Genuine				
Dell Latitude E6410				
Intel Core: i5				
RAM: 4 GB				
Hard disk: 500 GB	1			
Screen Size: 15 in				
Graphic: 512 MB				
Windows 7 Genuine				

#### Format for Vehicle Hiring

Type of Vehicle	Vehicle Model No.	Registration No.	Rate per KM (Nu.)	Halt Charge/ Day (Nu.)*	Remarks (if any)

\* During the tour when there is no long distance travelling and the vehicle is used for local services, a halt charge will be paid instead of payment per KM.

#### Terms and Conditions for vehicle hiring

- 1. Bid should be submitted in one sealed envelope in the given format.
- 2. The vehicle should be in excellent condition to avoid breakdown and unnecessary delay of works;
- 3. The bidders should have Professional driver for the vehicle with valid driving licence;

- 4. The entrusted bidder should bear full cost of vehicle maintenance in case of any breakdown. If it is a major breakdown then the owner should arrange another vehicle as substitution within 24 hours of the breakdown;
- 5. The officer In-charge using the vehicle would decide if arrangement of substitute vehicle is required during any major breakdown;
- 6. The quoted rates should be inclusive of Driver's payment and fuelling cost;
- 7. Halt charge will be paid if the travelled distance per day is less than 100 KM;
- 8. The driver should strictly adhere to the road safety laws while driving and any official travelling in the vehicle have a right to remind/object if the drive fails to follow the laws in vogue;
- 9. A Xerox copy of the following documents should be attached with the quotation format;
  - i. Valid vehicle registration certificate,
  - ii. Valid driving licence of the Driver who will be driving the vehicle,
  - iii. Valid road worthiness certificate of the vehicle,
  - iv. Valid vehicle Insurance certificate

Total Amount in Nu. (in words)	[insert the Total Amount for Supply of Goods including all related costs].
Delivery period	As per prescribed in terms of references
Warranty Provided	Months from date of supply or commissioning of the Goods.

	Supplier's Official Stamp
Signature of Supplier	
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]

#### **Technical Specification of the Goods Required**

SI	Item	Specification
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		

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.

	Supplier's Stamp
Signature of Supplier	
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<sup>2</sup>;
- (c) A valid Tax Clearance Certificate;
- (d) The required bid security
- (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 15 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.

 $<sup>^{2}</sup>$  The non submission of historical (b & c) documents should not become rejection criteria and should be given one chance to the bidder(s) to submit.

- 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.
  - 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.

#### [Purchaser to use normal Letter Head format]

Purchase Order No:	Purchase Order Date:	
<b>From:</b> [name and address of Purchaser]	[Contact person, Telephone Number Fax Number e-mail address]	
<b>To:</b> [name and address of the Supplier]	[Contact person, Telephone Number Fax Number e-mail address supplier reference]	
Delivery date:	Order Value (Nu.):	
Delivery terms:		

#### PURCHASE ORDER FOR THE SUPPLY OF GOODS

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							
ltem 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

### **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]

#### **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)<sup>3</sup> 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]*,<sup>4</sup> 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]

<sup>&</sup>lt;sup>3</sup> The Bank shall insert the amount(s) specified in the SCC and denominated, as specified in the SCC, either in the currency(ies) of the Contract or a freely convertible currency acceptable to the Purchaser.

<sup>&</sup>lt;sup>4</sup> Date established in accordance with Clause 19.4 of the General Conditions of Contract ("GCC"). 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.

### **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<sup>5</sup>]*. 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]

<sup>&</sup>lt;sup>5</sup> 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