

**Royal Court of Justice
Supreme Court of Bhutan
Thimphu**



Bidding Documents for the Financial Year 2017-2018

Standard Bidding Documents

PART 1-Bidding Procedures

Section I. Instruction to Bidders

[Purchaser to use normal Letter Headed format]

Date: -----

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 service;
Vehicle maintenance and spare parts
 - (i) **Vehicle maintenance and spare parts**
 - (ii) **Computers, printers, copiers, scanners & Laptops**
 - (iii) **Annual maintenance of Computers, printers, Laptops & copiers** [*Information on technical specifications and required quantities are attached*]
- (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 considering the quality.
- (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:

**The Hon'ble Registrar General,
The Royal Court of Justice,
Supreme Court of Bhutan,
Thimphu,
Telephone: 02-321817/321848
Fax: 02-321855**

The deadline for receipt of your quotation(s) by the purchaser at the indicated address is **12:00 PM (Noon), BST on 25th July 2017 and will be opened on the same day at 2:30 PM.**

The bid shall be accompanied by a bid security of Nu. **20,000** in the form of cash warrant, demand draft or unconditional Bank Guarantee valid for **60** days. Any bid not accompanied by bid security shall be treated as non responsive.

- (4) Quotation by fax or by electronic means **is not** acceptable.
- (5) 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 Royal Court of Justice, Supreme Court of Bhutan, Thimphu, Bhutan.**
 - (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 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).

(e) Further information can be obtained from:

**The Royal Court of Justice,
Supreme Court of Bhutan
Hejo, Thimphu, Bhutan.
Phone No.321817/321848
Fax No: 321855**

- (6) The **The Royal Court of Justice, Supreme Court of Bhutan** 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.
- (7) Depending on the final requirement, the purchaser may increase or decrease the quantities by fifteen percent (15%) of the purchase order.
- (8) The quotation(s) will be opened in the presence of bidders or their representatives who choose to attend at the specified venue and time.
- (9) 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.
- (10) 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).
- (11) Normal commercial warranty/guarantee shall be applicable to the supplied goods.
- (12) 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 (if applicable).
- (13) 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 (if applicable).

Section II.
Schedule of Items and Priced Quotation

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]

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 License¹;
- (c) A valid Tax Clearance Certificate;
- (d) The required bid security
- (e) 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% Contract price** only 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 (if applicable).
- (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 (if applicable).
- (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:

¹ 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.

- 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 (if applicable).
- (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 FOR THE SUPPLY OF GOODS

Purchase Order No:	Purchase Order Date:
From:	
Name:	
Address:	
Telephone:	
Fax Number:	

To:	
Name:	
Address:	
Telephone:	
Fax Number:	
Delivery date:	Order Value (Nu.):
Delivery terms:	

The **The Royal Court of Justice, Supreme Court of Bhutan** has accepted your Quotation dated.....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

Section III. Contract Form

Contract Agreement

[The successful Bidder shall fill in this form in accordance with the instructions indicated]

THIS CONTRACT AGREEMENT made theday of,,
BETWEEN

- (1) **The Royal Court of Justice, Supreme Court of Bhutan**, and having its principal place of business at **Hejo, New Building, Thimphu, Bhutan**. (hereinafter called “the Purchaser”), and
- (2),a corporation incorporated under the laws ofand having its principal place of business at address: (hereinafter called “the Supplier”).

WHEREAS the Purchaser invited Bids for certain Goods and ancillary services, viz “.....” and has accepted a Bid by the Supplier for the supply of those Goods and Services in the sum of(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;
- (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) The Purchaser has the right of dismissal of the supplier or the supplied item if not in accordance with this contract document.

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:

In the capacity of:

In the presence of :

For and on behalf of the Supplier

Signed:

In the capacity of:

In the presence of:

Performance Security

[The bank, as requested by the successful Bidder, shall fill in this form in accordance with the instructions indicated]

Date:
IFB No. and title:

Bank’s Branch or Office:

Beneficiary: The Royal Court of Justice, Supreme Court of Bhutan

PERFORMANCE GUARANTEE No.:.....

We have been informed that (hereinafter called "the Supplier") has entered into Contract No..... datedwith you, for the supply of (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 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 day of,],² 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]

² 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: The Royal Court of Justice, Supreme Court of Bhutan

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.....dated with you, for the supply of (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 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

This Guarantee shall remain valid and in full effect from the date of the advance payment received by the Supplier under the Contract until 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]