

## **INVITATION OF SEALED QUOTATION**

The Technical Training Institute, Samthang, Wangdue invites sealed quotation for the eligible supplier for the supply of **Hardware, Printing, Vehicle spare parts, Games & sports, Stationary, Tires & tubes, Uniform, Tools & equipments, Safety equipments, Backhoe JCB, Komatsu, Bobcat and Hyundai Excavator spare parts and Electrical and electronics items for the financial year 2021-2022.**

The bidder should submit the copy of trade license along with the quotation. The bidding document can be downloaded from the Institute Website w.e.f 14/06/2021 to 13/07/2021. The bid shall be submitted to the Principal office on or before 9:30am on 13/07/2021 and bid will be opened on same date at 9:30am.

1. The bidders shall submit one original of the priced quotation with the form of bid and clearly marked **ORIGINAL**. In addition, the bidders should also submit one copy marked as **COPY**.

The Sealed bids shall be opened on 13/07/2021 at 9:30 am.

### **Instruction to Bidders.**

#### **TERMS AND CONDITIONS.**

##### **1. SCOPE OF BID**

The Technical Training Institute, Samthang (here in after referred to as **Purchaser**), wishes to receive bids for the supply of **Hardware, Printing, Vehicle spare parts, Games & sports, Stationary, Tires & tubes, Uniform, Tools & equipments, Safety equipments, Backhoe JCB, Komatsu, Bobcat and Hyindia Excavator spare parts and Electrical and electronics items** as defined in this bidding document (here after referred to as “the Goods”)

All Bids are to be completed and returned to the Purchaser in accordance with these Instructions to Bidders.

Each Bid should contain EMD separately.

## **2. ELIGIBLE BIDDERS.**

The invitation of Bid is to open to all suppliers licensed under the Ministry of Economic Affairs (MOEA) of the Royal Government of Bhutan.

## **3. COST OF BIDDING**

The bidder shall bear all the cost associated with under preparation and submission of its bid and the purchaser will in no case responsible or liable for those costs.

## **4. CONTENT OF BIDDING DOCUMENT.**

The goods required, bidding procedures and Contract terms are prescribed in the Bidding Document.

**The bidder is expected to examine carefully the contents of the Bidding documents.**

## **5. CLARIFICATION OF BIDDING DOCUMENTS**

Prospective bidder requiring any further information or clarification of the bidding Documents may notify the purchaser in writing or fax or by E-mail at the purchaser's address indicated in the invitation of bid. The purchaser will respond in writing or fax or E-mail to any request for clarification, which is received earlier than 5 days prior to the deadline for the submission of bids prescribed by the purchaser. The purchaser's respond (including an explanation of the query) will be sent in writing or by fax to all prospective bidders who have received in the bidding document.

## **6. AMENDMENT OF BIDDING DOCUMENT.**

At any time prior to the deadline for submission of bids, the purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the bidding documents by requested by a issuance an Addendum.

6.2. In order to afford prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the purchaser may at its discretion, extend the deadline for the submission of bids.

## **7. LANGUAGE OF BID.**

The bid, and all correspondence and documents, related to the bid, exchange between the bidders and the purchaser shall be written in the Dzongkha/English.

## **8. DOCUMENT COMPRISING THE BIDDING**

The bid submitted by bidders shall comprise the following:

- a) **Bid form and price schedules completed.**
- b) **Valid License copy.**
- c) **Tax clearance Certificate.**
- d) **Earnest Money Nu. 10,000/- in the form of draft/Bank Guarantee of any Bank.**

## **9. BIDDING PRICES.**

9.1 The bidders shall complete appropriate price schedule included herein, stating the unit price in original form only.

9.2 The rates and prices quoted by the bidder shall remain fixed for the duration of the Contract and will not be subject to variation/adjustment on any account during the performance of the Contract. A bid submitted with price adjustment condition will be treated as non responsive and will be rejected.

## **10. CURRENCY OF BID & PAYMENTS.**

The unit rates and the prices shall be quoted by the bidders entirely in Nu. And the payment will be made in Nu. Only.

## **11. PERIOD OF VALIDITY OF BID**

Bid shall remain valid for a period of 12(Twelve) months.

## **12. BID SECURITY**

12.1 The bidder shall furnish, as part of its bid, a bid security in the amount prescribed by the purchaser.

12.2 The bid security shall, at bidder's option, be in the form of demand Draft/bank Guarantee from a reputable bank. The bank guarantee should be valid for 30 working days beyond the validity of the bid.

12.3 Any bid not accompanied by an acceptable bid security shall be rejected by a purchaser as non-responsive.

12.4 The bid security of the unsuccessful bidders will be returned as promptly as possible after awarding the supply order to successful bidder.

12.5 The bid security of the successful bidder will be returned when the bidder has signed the agreement and furnished the required performance security.

12.6 The bid Security may be forfeited:

- a) If a bidder withdraws his bidding during the period of bidding validity; or
- b) In the case of a successful bidder, if he fails within the specific time limit to:
  - 1) Furnish the required performance security; and
  - ii) Sign the Agreement.

## **13. FORMAT AND SIGNING OF BID.**

13.1 The bid shall be typed or written in indelible ink in the original form itself and shall be signed by the person or persons duly authorized to sign on behalf of the bidder. All pages of the bid where entries or amendments have been made shall be initialed by the person or persons signing bid.

13.2 The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the bidder, in which case such corrections shall be installed by the person or persons signing the bid.

## **14. SEALING AND MARKING OF BIDS.**

14.1 The bidders shall seal the bid document.

14.2 The envelope shall:

a) Be addressed to the purchaser at the following address

**The Principal**

**Technical Training Institute**

**Samthang, Wangduephodrang**

**Post Box No 12 49**

**Wangduphordang**

b) Bear the following identification bid for **Supply of Hardware, Printing, Vehicle spare parts, Games & sports, Stationary, Tires & tubes, Uniform, Tools & equipments, Safety equipments, Backhoe JCB, Komatsu, Bobcat and Hyindia Excavator spare parts and Electrical and electronics items.**

## **15. DEADLINE FOR SUBMISSION OF BIDS.**

15.1 The bids together with the required documents must be received by the purchaser at the address specified in Sub Clause 14.2 no later than **9:30 am** on **...13/07/2021.....**

15.2 The purchaser may, at this discretion, extend the deadline or submission of bids by issuing an addendum in accordance with case 6, in which case all rights and obligations of the purchaser and the bidders previously subject to the original deadline will thereafter be subject to the deadline as expended.

15.3 The bidder shall fill up the item rates in the original form itself along with catalogues and brochures (if any)

## **16. LATE BIDS.**

Any bids received by the purchaser after the deadline of submission of bids prescribed by the purchaser in accordance with the deadline for submission of bids clause will be declared and rejected and returned unopened to the bidder.

## **17. PURCHASER'S RIGHT TO ACCEPT ANY BID TO REJECT ANY OR ALL THE BIDS.**

The purchaser reserves the right to accept or reject any Bid and to annul the bidding process and reject all bids at any time prior to annul the bidding process and reject all bids at any time prior to award of supply order without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders on the grounds for the purchaser's action.

#### **18. CLARIFICATION OF BIDS.**

To assist in the examination, evaluation and comparison of bids, the purchaser may, at its discretion, ask the bidders for a clarification of its bid. All responses to requests for clarification shall be sought, offered or permitted.

#### **19. PRELIMINARY EXAMINATION OF BID.**

19.1 The purchaser will examine the bid to determine whether they are complete, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.

19.2 Prior to the detailed evaluation, the purchaser will determine the substantial responsiveness of each bid to the bidding documents. Subsequently if the item rates are found to be relatively low shall be also declared as invalid and the next lowest rate shall be selected. A substantially responsive bid is one which conforms to all terms and conditions of the bidding documents.

19.3 A bid determined as not substantially responsive will be rejected by the purchaser and may not subsequently be made responsive by the bidder by correction of the non-conformity.

#### **20. CONTACTING THE PURACHER.**

20.1 Subject to clause 18, no bidder shall contact the purchaser on any matter relating to its bid, from the time of bid opening to the time the confirmation of accepted rates are sent to the respective suppliers.

20.2 Any effort by a bidder to influence the purchaser in the purchaser's decision in respect of bid evaluation, bid comparisons or award of supply order will result in the rejection of the bidder's bid.

## **21. INSPECTION AND TEST.**

21.1 The purchaser or its representative shall have the right to inspect and/or to test the goods to confirm their conformity to the specifications.

21.2 The inspection and the test may be conducted on the premises of the supplier or at the point of delivery.

21.3 Should any inspected or test goods fail to conform to the specification, the purchaser may reject them, and the supplier shall either replace the rejected goods or make all alternations to meet the requirements of the specifications, free of cost to the purchaser.

## **22. DELIVERY OF GOODS.**

22.1 Delivery of goods shall be made by the supplier in accordance with the terms specified in the supply order. *However, the delivery duration shall be restricted to 01 month (one) from the date of placing supply order.*

## **23. WARRANTY**

23.1 The supplier warrants to the purchaser that the goods supplied under the contract will comply strictly with the contract, shall be first class in every particular case and shall be free from defects. The supplier further warrants to the purchaser that all the materials, equipments and supplies furnished by the supplier for the purpose of the goods will be new, merchantable of the most suitable, and fit for their intended purpose.

23.2 The purchaser shall promptly notify the suppliers in writing of any claim arising under this Warranty.'

23.3 Upon receipt of such notice, the supplier shall promptly repair or replace defective goods or parts thereof, without cost to the purchaser other than where applicable.

23.4 If the supplier having been notified fails to remedy the defect(s) in accordance with the contract, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's expense.

## **24 PAYMENT.**

Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier, if fully supplied as per the purchase order.

No Advance payment shall be paid for the supply.

## **25. PRICES.**

Prices charged by the supplier for goods delivered and service performed under the contract shall not vary from the prices quoted by the supplier in its bid.

## **26. EXTENSION OF THE SUPPLIER'S PERFORMANCE.**

Delivery of goods shall be made by the supplier in accordance with the clause 22 and terms of the supply order.

The Supplier may claim extension of the time limits as set forth below

Changes in the goods ordered by the purchaser. Delay of any materials, drawings or services which are to be provided by the purchaser. Force majeure pursuant to clause 30. Delay in performance of work caused by order issued by the purchaser.

The supplier shall demonstrate to the purchaser's satisfaction that it has used its best endeavors to avoid or overcome such a causes for delay, and the parties will mutually agree upon remedies to mitigate or overcome such a case for delay.

26.6 Notwithstanding clause 26.1 above, the supplier shall not be entitled to an extension of time for completion unless the Supplier, at the time of such a circumstances arising, immediately has notified the purchaser in writing of any delay that it may claim as caused by circumstances pursuant to clause 26.2 above.

## **27. LIQUIDATED DAMAGES.**

Subject to clause 30, Force Majeure, if the supplier fails to deliver any or all of the goods within the period(S) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as liquidated damages a sum equivalent to 0.5% per week of quoted price of the undelivered or delayed item(S) for each week or part thereof delay until actual delivery, up to maximum deduction of 10% (Ten Percent) of price in the supply

order. Once the maximum is reached, the purchaser may consider termination of the contract pursuant to clause 28, termination for default.

**28. TERMINATION FOR DEFAULT.**

The purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, cancel the supply order in whole or in part. If the supplier fails to deliver any or all of the goods within the time period(s) specified in the contract, or any extension thereof granted by the purchaser pursuant to clause 26. If the supplier fails to perform any other obligations(s) under the contract; and If suppliers, in either of the above circumstances, does not cure its failure within a period of 10 (Ten) days after receipt of a notice of default from the purchaser specifying the nature of the default (s).

**29. RESOLUTION OF DISPUTES.**

The purchaser and the supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the contract.

**30. FORCE MAJEURE.**

If a force Majeure situation arises, the suppliers shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the suppliers shall continue to perform its obligations under the contract as far as is reasonably practical, and seek all reasonable alternative means for performance not prevented by the force Majeure event.

**31. TAXES AND DUTIES.**

The procurement is not tax exempted and therefore, the suppliers shall be entirely responsible for all taxes, duties and other such levies imposed for the purchase.

**32. INVALID ITEM RATES.**

Item rates will be declared invalid if the rates quoted are for different specification and will be awarded to next lowest bidder subject to confirmation to our specifications.