# STANDARD BIDDING DOCUMENTS

# Procurement of Goods

(up to Nu. 0.500 Million)



Royal Government of Bhutan Ministry of Finance

2019

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(For value up to Nu. 0.500 million)



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#### **PREFACE**

This Standard Bidding Document for the Procurement of Goods have been prepared by the Ministry of Finance to be used for the Procurement of Goods through National and International 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 2019. This document will come into effect from 1<sup>st</sup> July, 2019.

For any comments or clarifications on this Standard Bidding Document contact:

Government Procurement and Property Management Division
Department of National Properties
Ministry of Finance
Royal Government of Bhutan

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

[Maintenance of Vehicle and supply of Tyre 2022]

# **Invitation for Quotation (IFQ)** Date:

Proje	ct title:
	e of Funding:
	act Ref:
To:	
	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 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

<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.

be sealed in an envelope as required by PRR 2019 clause 5.1.7.2 and addressed to and delivered at the following address

Green Bhutan Corporation Limited, Simtokha, Above Nirmal Lauge, Thimphu.

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

The Chief Executive Officer
Green Bhutan Corporation Limited
Thimphu
Telephone: <u>02-350643 or 17807223</u>
Fax:
Email: kinleyt26@gmail.com

- 4. The deadline for receipt of your quotation(s) by the purchaser at the indicated address is 17<sup>th</sup> March 2022 before 2 pm
- 5. Bids must be accompanied by a bid securing declaration using the form 1.
  - i. The Bid Securing Declaration shall be valid for thirty (30) days beyond the bid validity period. In exceptional circumstances, prior to the expiration of the Bid validity period, the Employer may solicit the Bidder's consent to an extension of the Bid validity period. The request and responses shall be made in writing. The validity of Bid Securing Declaration shall be suitably extended.
  - ii. Any bid not accompanied by a Bid-Securing Declaration
  - iii. 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.

<sup>&</sup>lt;sup>2</sup> This 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 concerned higher authority.

- iv. 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 14 days from date of notification by Employer.
- v. In case the bidder fails to comply 5 (iv), bidder shall be excluded from being eligible for Bidding or submitting Bid in any tender with the Employer for a period of two years.
- 6. Quotation by fax or by electronic means are not acceptable
- 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 <u>Green Bhutan Corporation Limited</u>, <u>Simtokha</u>
  - 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-2 of contract and terms and conditions of supply.

- d) VALIDITY OF THE OFFERS: your quotation(s) shall be valid for a period of <a href="https://doi.org/10.2023/">1 year (17th March 2023)</a>
- 8. Further information can be obtained from: [GBCL, OR contact 17807223]
- The GBCL 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.
- 10. Depending on the final requirement, the purchaser may increase or decrease the quantities by fifteen percent (15%) of the purchase order.
- 11. The quotation(s) will be opened in the presence of bidders or their representatives who choose to attend at the specified venue and time.
- 12. 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.
- **13.** 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 **form-5**.
- 14. Normal commercial warranty/guarantee shall be applicable to the supplied goods.
- 15. 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.
- 16. 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 for rate quotation

# Maintenance of Pool Vehicle and Tyres and Tubes for Financial Year 2021

#	Particulars	Unit	Toyota Hilux (old model) Nu	Santa Fee (Nu.)	Bolero (DC Turbo)	Bharat Benhz (914R 4X2)	Service/labo r charge if fitted (Nu)
Α	Vehicle parts						
1	Air Filter	No					
2	Acelater cable	No					
3	Arm bush Lower	No					
4	Arm bush upper	No					
5	Arm Steering knuckle	No					
6	Arm sub-assy. Pitman	No					
7	Axel oil seal and cone	No					
8	Axel Packing	No					
9	Back Light Bulb (Single point)	No					
10	Ball Joint Upper/lower	No					
11	Battery	No					
12	Bearing center support	No					
13	Bearing Diff. Inner	No					
14	Bearing Diff. Side Gear	No					
15	Bearing Front Wheel Inner	No					
16	Bearing Front Wheel Outer	No					
17	Bearing Rear Axle/Wheel	No					
18	Bearing set connecting rod	No					
19	Bearing Set crankshaft	No					
20	Bearing Tail Pinion Outer	No					
21	Belt 'V' for Compressor/Cooler	No					
22	Brake booster Assy	No					
23	Brake Light Bulb (Double point)	No					
24	Brake oil Dot'3'3(per 350 ml)	No					
25	Brake pad	No					
26	Brake Shoe front	No					
27	Brake shoe rear	No					
28	Bumper light assy	No					
29	Bush front suspension	No					

	LWR LH				
30	Bush front suspension LWR RH	No			
31	Bush front suspension UPR RH/LH	No			
32	Bush rear Stabilizer	No			
33	Cam Shaft bearing	No			
34	Camp bearing	No			
35	Cap Assy. fuel filter	No			
36	Center Bolt.	No			
37	Clutch Cable	No			
38	Clutch plate	No			
39	Clutch release bearing	No			
40	Clutch starter	No			
41	Coolant per ltr	No			
42	Cover clutch disc	No			
43	Cross Bearing	No			
44	Cushion Stabilizer rear	No			
45	Cushion Stablizer,Shock Absorder	No			
46	CV joint boot	No			
47	Cylinder assy. Brake Master	No			
48	Cylinder assy. Clutch Master	No			
49	Cylinder Kit Brake Master	No			
50	Cylinder Kit Clutch accumulator.	No			
51	Cylinder Kit Clutch Master	No			
52	Cylinder Kit Clutch Release	No			
53	Cylinder kit front disc brake	No			
54	Cylinder Kit rear wheel	No			
55	Deliver valve	No			
56	Diesel Filter	No			
57	Disc Clutch	No			
58	Door Head Lamp LH	No			
59	Door Head Lamp RH	No			
60	Dust guard	No			
61	Dustguard	No			
62	Element air filter	No			
63	End sub assy. Tie rod LH	No			
64	End Sub Assy. Tie Rod RH	No			

65	Engine linner	No			
66	Engine overhauling	No			
67	Engine overhauling 4 cylider engine	No			
68	Engine overhauling 6 cylinder engine	No			
69	Fan Belt	No			
70	Fan belt	No			
71	Fan Sub-assembly	No			
72	Feed pump	No			
73	Filter top cover	No			
74	Fly ring gear	No			
75	Fog Lamp	No			
76	Footstand	No			
77	Four wheel bearing	No			
78	Front wheel check nut	No			
79	Front Wheel Checknut lock	No			
80	Fuel Filter	No			
81	Fuel Tank	No			
82	Gasket Engine Overhaul	No			
83	Glass back light assy LH	No			
84	Glass back light assy RH	No			
85	Glass back light LH	No			
86	Glass back light RH	No			
87	Glass front indicator LH	No			
88	Glass front indicator RH	No			
89	Glow plug	No			
90	Grament Steering	No			
91	Grille radiator (black)	No			
92	Grille radiator (chrompated)	No			
93	Hand brake cable front	No			
94	Hand brake cable rear	No			
95	Head and Rotor	No			
96	Head Gasket	No			
97	Headlamp 3 pin.	No			
98	Head lamp assay	No			
99	Head lamp assembly	No			
100	Horn	No			
101	Horn High tone	No			
102	Horn low tone	No			
103	Idler timing belt No. 1	No			

104	Idler timing belt No. 2	No			
105	Indicator/side light bult	No			
106	Injector nozzle	No			
107	Kilometer cable	No			
107	Kin pin Bearing	No			
109	Kinpin Sim	No			
110	Lamp assy front	No			
	bumper LH				
111	Lamp assy front bumper RH	No			
112	Lens front indicator LH	No			
113	Lens front indicator RH	No			
114	Lens RR. Combination LH	No			
115	Lens RR. Combination RH	No			
116	Link rod washer	No			
117	Liffter valve	No			
118	Lock free wheel hub	No			
119	Main bearing oil seal	No			
120	Main bearing oil sealing changing	No			
121	Mirror LH	No			
122	Mirror RH	No			
123	Nut and bolt	No			
124	Oil filter	No			
125	Oil pump gear inner	No			
126	Oil pump gear outer	No			
127	Oil Seal Cam Shaft	No			
128	Oil Seal Engine Rear	No			
129	Oil Seal Front Axle Inner	No			
130	Oil Seal front hub outer	No			
131	Oil Seal Oil Axle Outer	No			
132	Oil Seal Rear Axle Inner	No			
133	Oil Seal Tail Pinion	No			
134	Oil seal valve stem	No			
135	Piston Ring	No			
136	Power Steering oil	No			
137	Power Steering pump	No			
138	Pressure Plate	No			
139	Pressure plate	No			
140	Pump service kit	No			
141	Radiator Assembly	No			
142	Radiator cap	No			
143	Rain Guard	No			
			1		1

111	Deer avis sons	Nia				1	
144	Rear axle cone	No					
145	Rear Hub	No					
146	Rear view mirror	No					
147	Relay Glow plug	No					
148	Relay Starter	No					
149	Release Bearing	No					
150	Seal Oil Timing Gear Case	No					
151	Seat Ball Stud for Strg. Drag	No					
152	Self starter armature	No					
153	Shock absorber	No					
154	Shock absorber bush, each	No					
155	Shock Absorber Bush, each	No					
156	Shock Absorber Front, each	No					
157	Shock Absorber Rear, each	No					
158	Shock bush lower	No					
159	Shock bush upper	No					
160	Shocker washer	No					
161	Silencer Assy.	No					
162	Silencer pipe holder bush	No					
163	Solenoid switch fuel cut	No					
164	Spacer rear axle bearing	No					
165	Spider kit universal joint	No					
166	Spring ball stud for steering drag	No					
167	Spring Bush Front	No					
168	Spring Bush Rear	No					
169	Spring Front Leaf 2nd	No					
170	Spring front leaf 3rd	No			1		
171	Spring front leaf 4th	No			1		
172	Spring Front Leaf 5th	No			1		
173	Spring front leaf main	No			1		
174	Spring Mountain	No			1		
175	Spring rear leaf 2nd	No			1		
176	Spring Rear leaf 3rd	No			1		
177	Spring rear leaf 4th	No					
178	Spring rear leaf 5th	No			1		
179	Spring rear leaf main	No					
180	Stabilizer link bush	No			1		
	<u> </u>	I .	I	I	1	1	1

101	Ctobilizer link red	No			
181 182	Stabilizer link rod Stablizer Bush	No No			
183	Stablizer Link rod	No			
184	Starter Assy.	No			
185	Steering damper	No			
186	Steering knuckle kit	No			
187	Steering Rack	No			
188	Steering Rod	No			
189	Steering yoke	No			
190	Suspension arm	No			
191	Switch fuel level	No			
192	warning Thermostat valve	No			
193	Thrust washer	No			
193	Tierod end	No			
195	Timing belt	No			
196	Timing belt no.1	No			
197	Timing belt no.2	No			
198	Top sharp oil seal	No			
199	Vacum blade	No			
200	Valve Exhaust	No			
201	Valve external	No			
202	Valve guide	No			
203	Valve inlet	No			
204	Valve inner	No			
205	Valve seal	No			
206	Valve sem	No			
207	Valve sheet	No			
208	Voltage regulator	No			
209	Water pump assembly	No			
210	Wheel bolt front	No			
211	Wheel Bolt Rear	No			
212	Wheel Drum	No			
213	Wheel nut	No			
214	Wheel nut and bolt	No			
215	Wind shields glass	No			
216	Wind shields glass	No			
217	Wiper Arm	No			
218	Wiper arm moter	No			
219	Wiper Blade	No			
220	wiper tank moter	No			
<u>B</u>	Extra Accessories	_			
1	Air Servicing	No			
2	Anabond Gum	No			
3	Brake servicing	No			
	<u>.                                    </u>	1 1		1	1

1	Cloth	No	I	Ι	I	
5	Coolant	No				
6	Desk Board Polish	No	+			
7	Distilled water	No				
8		No				
	Engine Oil (Rimula X) Gear Box Oil seal	No				
9						
10	Gear oil	No				
11	Grease	No				
12	Power Steering Oil	No				
13	Rope	No				
14	Tarpauline	No				
15	Water servicing	No				
<u>C</u>	Electrical System	-				
1	Alternator removing and refitting	No				
2	Alternator repairing	No				
3	Back light changing each	No				
4	Back light glass changing each	No				
5	Battery changing	No				
6	Battery reparing (pole) each	No				
7	C.B point changing	No				
8	Changing of head light bulb	No				
9	Complete electrical wire check up	No				
10	Complete electrical wiring	No				
11	Cut out adjustment	No				
12	Dynamo Armature Rewinding	No				
13	Dynamo overhauling	No				
14	Fog light fitting	No				
15	Fog light new fitting	No				
16	Head light bulbchanging each	No				
17	Head light changign each	No				
18	Horn adjustment/fitting	No				
19	Ignition coil changing	No				
20	Incicator Assembly	No				
	changing each					
21	Indicator buld changing	No				
22	Indicator glass changing each	No				
23	Replacement of electrical switches	No				

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24	Replacement of Relays	No				
25	Roof lamp bulb changing	No				
26	Self Armature	No				
	rewinding					
27	Self starter overhauling	No				
28	Self starter removing and refiting	No				
29	Self starter repairing	No				
30	Side light fitting	No				
31	Spark plug changing	No				
32	Wiper arm changing	No				
33		No				
	Wiper blade changing	INO				
<u>D</u>	Steering Portion	-				
1	Kinpin overhauling both side	No				
2	Knuckle oil sealing changing	No				
3	Power steering overhauling	No				
4	Replacement of pitman arm	No				
5	Steering bearing lower changing	No				
6	Steering bearing upper changing	No				
7	Steering box overhauling	No				
8	Steering yoke changing	No				
9	Tid rod end changing	No				
10	Tube repairing/patching	No				
11	Tyre opening and fitting	No				
12	Wheel aligning	No				
<u>E</u>	Transmission Portion	_				
1	Removing & fitting of spring assy	No				
2	Centre beairng changing	No				
3	Centre bearing replacement	No				
4	Clutch master cylinder kit changing	No				
5	Clutch master cylinder assembly changing	No				
6	Clutch plate changing	No				
7	Clutch release cylinder assembly changing	No				
8	Clutch release kit	No				
			1	1	1	I

	hanging					
9		No				
9	Cross bearing replacement each	INO				
10	Crown and tail fitting	No				
11	Differentail overhauling	No				
	· ·					
12	Fly wheel bearing changing	No				
13	Front axle oil sealing	No				
	changing & changing each					
14	Front hub oil seal changing each wheel	No				
15	Front wheel bearing	No				
4.0	changing					
16	Gear box overhaul	No				
17	Gear oil changing	No				
18	Greasing	No				
19	Hubs greasing per wheel	No				
20	Kinpin overhauling	No				
	both side					
21	Knuckle oil changing	No				
22	Oil sealing changing wheel	No				
23	Pressure plate	No				
0.4	changing					
24	Pressure plate turning /fitting	No				
25	Propeller shaft bolt replacement	No				
26	Properller shaft cress earing changing each	No				
27	Rear axle oil seal	No				
	changing and greasing each					
28	Rear hub oil seal	No				
	changing each wheel					
29	Release bearing	No				
	changing					
30	Shock absorbder changing each	No				
31	Spider kit changing each	No				
32	Spring bush changing	No				
	complete					
33	Spring centre bolt	No				
34	replacement	No	1			
	Spring leafs changing				-	
35	Tail pinion bearig changing	No				
36	Tail pinion oil sealing	No				
	changing	l	<u> </u>			

	T	1		ĺ	1
37	Wheel bolt changing each wheel	No			
<u>F</u>	Brake portion				
1	Adjustment of brake	No			
	(one each)				
2	Arc welding per inch	No			
3	Brake booster assembly changing	No			
4	Brake booster kit changing	No			
5	Brake disc removing and refitting	No			
6	Brake disc turining/ facing	No			
7	Brake drum turning	No			
8	Brake linning changing	No			
9	Brake pad changing	No			
10	Brake pad changing front bolt wheel	No			
11	Brake pad changing front wheel	No			
12	Brake servicing each wheel	No			
13	Brake shoe changing rear wheel	No			
14	Changing of master cylinder repair kit	No			
15	Changing of master cylinder repair kit(1)	No			
16	Denting per sq. inch	No			
17	Front brake calpier kit changing	No			
18	Gas welding per inch	No			
19	Hoot stitching	No			
20	Master cylinder assembly changing	No			
21	Master cylinder kit changing	No			
22	Number plate writing	No			
23	Painting per sq.inch	No			
24	Servo repair kit changing	No			
25	W. C Kit changing wheel Rear	No			
26	W.C Kit changing each wheel front	No			
27	Wheel bearingchanging	No			
<u>G</u>	Suspension system	_			
1	Coil spring changing	No			
2	Complete spring bush	No			

	changing					
3	Shacker plate/pin	No				
	changing each					
4	Shackle absorber	No				
	mounting chaging					
5	Shock Absorber bush	No				
	changing					
6	Shock absorber	No				
7	changing each Spring bush changing	No				
_ ′	per set of spring	INO				
8	Spring leaf changing	No				
	each spring					
9	Spring recambering	No				
	per set of spring					
10	Stablizer bush	No				
	changing each					
<u>H</u>	Exhaust system				1	
1	Silencer brake/mounting	No				
	changing					
2	Silencer box removing	No				
_	and refitting					
<u>I</u>	Vehicles Tyres and					
	Tube					
<u>a</u>	Tyres and Tube	Unit	Rate (Nu)			
1	New tyres (235/65 R-17) Santa Fee	No				
2	New tyres (235/75 R- 15) Bolero & Hilux	No				
3	New tyres Fortuner R-	No				
4	New Tyres (16 PR					
	129/127 K (Bharat					
	Benz)	No			1	
5	Tube (235/75 R-15) Bolero & Hilux	No				
6	Tube (BT-334/10.00.20	No			1	
	(Dump Truck)					
7	Tube (16 PR 129/127					
	K (Bharat Benz)					
<u>b</u>	Old Tyres (re-soled)					
1	Old Tyre Size (235/75 R-15)	No				
2	Old Tyre (BT- 334/10.00.20 (Dump	No				
	Truck)					
3	Old Tyre (16 PR	No				
	129/127 K (Bharat Benz)					
<u>c</u>	Retreading Charges					
	of old tyres					
	_			i	1	i .

2	Old Tyre Size (235/75 R-15)	No			
3	Old Tyre (BT- 334/10.00.20 (Dump Truck)	No			
	Old Tyre (16 PR 129/127 K (Bharat Benz)	No			

Name o	f Bidder
[	]
- Signatu	re and Seal of
Bidder	
[	] Date
<u>.</u> [	1

Total Amount in Nu. (in words)	
Delivery period	15 days from the date of issue of the Supply Order
Warranty Provided	12 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]

## 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>3</sup>;
- (c) A valid Tax Clearance Certificate;
- (d) Bid Security (10,000 Lumpsum) BG, demand draft or cash warrant in favour of Chief Executive Officer, GBCL
- (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.

- The Supplier shall be required to submit a performance security of Nu 10,000 Lump sum 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 [state number] 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.
- 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.

<sup>&</sup>lt;sup>3</sup> The non submission of historical (b & c) documents should not become rejection criteria and bidder should be allowed to submit again.

- 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.

#### **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) 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 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]

Form-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) 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]
- 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.

Signed: in the capacity of	(designation)
in the presence of	
(Witness)	
For and on behalf of the Supplier	
Signed:in the capacity of	 (designation <i>)</i>
in the presence of(Witness).	

For and on behalf of the Purchaser

Form- 4

## **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>4</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]

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

#### PURCHASE ORDER FOR THE SUPPLY OF GOODS

Purchase Order No:	Purchase Order Date:
From: [name and address of Purchaser]	[Contact person, Telephone Number Fax Number e-mail address]
T	[Comtact normal
To: [name and address of the Supplier]	[Contact person, Telephone Number
· · ·	Fax Number
	e-mail address supplier reference]
	supplier reference;
Delivery date:	Order Value (Nu.):
Delivery terms:	

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 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