# S T A N D A R D B I D D I N G D O C U M E N T

**Royal Government of Bhutan Ministry of Finance**



**Bidding Document for Mechanization and Outsourcing of Transshipment, Unloading & Loading in Mini DRY Port, RRCO, Phuntsholing**

**Regional Revenue & Customs Office, Phuntsholing**

### 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 1st 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

### Invitation for Quotation (IFQ)

#### Project title: Mechanization and outsourcing of Transshipment, Unloading and Loading in MDP

Source of Funding: RGOB Contract Ref:

To:

Dear Sir/ Madam,

1. You are invited to submit your priced bid for the supply of the following items:

**Mechanization and Outsourcing of Transshipment, Unloading and Loading in Mini Dry Port (MDP)**

 [*Information on technical specifications and required quantities are attached*]

1. The bidder(s) must quote for all the services 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.
2. 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 2019 clause 5.1.7.2 and addressed to and delivered at the following address [*insert address of receipt of bids*].

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

 **The Regional Director,**

 **Regional Revenue & Customs Office,**

 **Phuntsholing.**

 **Phone No. 05-252237**

1. The deadline for receipt of your quotation(s) by the purchaser at the **nearest RRCO is 10 am of 16th November 2020 [*insert date & time*].**
2. Bids must be accompanied by a bid securing declaration using the form 1.
3. 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.
4. Any bid not accompanied by a Bid-Securing Declaration will not be accepted
5. The Bid-Securing Declaration shall be executed:
	1. If the Bidder withdraws the Bid after Bid opening during the period of Bid validity.
	2. If the Bidder does not accept the correction of the Bid price as Clause per 7 (b) (iii);
	3. 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.

2 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.

1. In case Bid Securing Declaration is executed, the bidder shall deposit the bid security of **Nu. 20,000.00** *[insert the amount between range of 1-2% of the departmental estimate to be forfeited]* within 14 days from date of notification by Employer.
2. 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.
3. Quotation by fax or by electronic means **are not** acceptable.
4. 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.
5. 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 at **Mini Dry Port (MDP), Regional Revenue & Customs Office, Phuntsholing.**
6. 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 price quotation by making any correction for any arithmetical errors as follows;
	1. where there is a discrepancy between amounts in figures and in words, the amount in words will govern;
	2. 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.
	3. if the supplier refuses to accept the correction, this quotation will be rejected and the bid security shall be forfeited.
7. 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.
8. VALIDITY OF THE OFFERS: your quotation(s) shall be valid for a period of

Three Months [*insert validity period*] from the deadline for receipt of quotation(s). *Note: The validity of the offers means the period between opening date and the date of finalization for award of contract.*

1. Further information can be obtained from: **The Administrative Officer, RRCO, Phuntsholing.**
2. The **Regional Revenue & Customs Office, Phuntsholing**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.
3. The quotation(s) will be opened in RRCOs on **16/11/2020 at 1400hrs in Regional Director’s chamber** in the presence of bidders or their representatives who choose to attend.
4. 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.
5. 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.

##### Schedule of Items and Priced Quotation (bid form)

**Mechanization and Outsourcing of Transshipment, Unloading and Loading in Mini Dry Port (MDP)**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Sl | *Type of Vehicle* | Unit  | Total Amount (Nu.) | Rate in words |
| 1 | Pick up Bolero (Single cabin full) | Per vehicle |  |  |
| 2 | Pick up Bolero (Single cabin less than full) | Per vehicle |  |  |
| 3 | Mini Truck | Per vehicle |  |  |
| 4 | Jumbo Truck | Per vehicle |  |  |
| 5 | DCM (full load capacity) | Per vehicle |  |  |
| 6 | Normal Truck (6 wheeler) | Per vehicle |  |  |
| 7 | Truck(10 wheeler) | Per vehicle |  |  |
| 8 | Truck (12 wheeler) | Per vehicle |  |  |
| 9 | Truck (14 wheeler) | Per vehicle |  |  |
| 10 | Truck (16 Wheeler) | Per vehicle |  |  |
| 11 | 20 FT Container | Per vehicle |  |  |
| 12 | 40 Ft container | Per vehicle |  |  |
| **Sub Total (A)** |  |  |
| **B. Hard Ware & Construction Material** |
| 1 | Red Brick | per pcs |  |  |
| 2 | AAC Block (Small)  | per pcs |  |  |
| 3 | AAC Block (Medium)  | per pcs |  |  |
| 4 | AAC Block (Big) | per pcs |  |  |
| 5 | CGI sheet | per ton |  |  |
| 6 | Aluminum Window/Door frame | per ton |  |  |
| 7 | Bamboo  | per pcs |  |  |
| 8 | Glass | per crate |  |  |
| 9 | Marble slabs/granite (12 x 4 ft) | per ton |  |  |
| 10 | Tiles | per ton |  |  |
| 11 | Shuttering ply | per pcs |  |  |
| 12 | Ceiling Board and channel  | per pcs |  |  |
| 13 | MS steel items | per ton |  |  |
| 14 | Plywood 4mm x 6mm | per pcs |  |  |
| 15 | Sintex (300ltr) | per pcs |  |  |
| 16 | Sintex (500ltr) | per pcs |  |  |
| 17 | Sintex (1000ltr) | per pcs |  |  |
| 18 | Sintex (2000ltr) | per pcs |  |  |
| 19 | Sintex (3000ltr) | per pcs |  |  |
| 20 | Sintex (5000ltr) | per pcs |  |  |
| 21 | HDPE pipe (20-90mm) | per bundle |  |  |
| 22 | HDPE pipe (110-200mm) | per pcs |  |  |
| 23 | HDPE pipe (225-250mm) | per pcs |  |  |
| 24 | MS pipe | per ton |  |  |
| 25 | Mixed hardware items | per bolero |  |  |
| 26 | Rice | per 25 kg bag |  |  |
| 27 | Rice | per 50 kg bag |  |  |
| **Sub-total (B)** |  |  |
| **Grand Total (A+B)** |  |  |

|  |  |
| --- | --- |
| Total Amount in Nu. (in words) | *…………………………………………………………………………[insert the Total Amount for Supply of Goods including all related costs].* |
| Delivery period | *Number of Purchaser* | *days* | *from* | *the* | *date* | *of* | *issue* | *of* | *the* | *Purchase* | *Order* | *by* | *the* |
| Warranty Provided | *Months from date of supply or commissioning of the Goods.* |

|  |  |
| --- | --- |
| Signature of Supplier | Supplier’s Official Stamp |
| Name of Supplier |
| Date |

*[The Supplier may attach copies of relevant brochures/catalogue for the goods to be supplied, which will give sufficient information to carry out effective evaluation]*

##### Technical Specification of the Service Required

The successful bidder(s) is required to equip with man powers (loaders) and the machineries such as cranes, fork lift, Back hoe loader, JCB, etc. for the deployment during transshipment of consignments.

**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:

1. A duly completed and signed priced quotation as per the Schedule of Items and the Priced Quotation.
2. A valid Trade License3;
3. A valid Tax Clearance Certificate;
4. Bid- securing declaration
5. Technical Specification of the Goods to be supplied; and
6. Any other requirements specified in this document

##### Terms and Conditions for the Services.

1. The Bidder shall have valid Trade License.
2. The successful bidder, on execution of the contract agreement shall deposit within 5 working days a sum of Nu. 100,000.00 as a security deposit in the form of Demand draft or cash warrant or bank guarantee issued from any reputed financial institutions of Bhutan in favor of the Regional Director, RRCO, Phuntsholing. The security deposit shall be discharged upon the successful completion of the contract. However, the security money so deposited shall be forfeited in the event of failure to comply with the obligations of the agreement under this contract.
3. The Bidder shall submit the list of all the equipment that will be installed for transshipment, loading and unloading (Attached separate Sheet)
4. The work shall be awarded to the lowest evaluated bidder for transshipment, loading and unloading.
5. The Duration of contract shall be for a minimum period of five years. A contract agreement shall be executed once the successful bidder is selected.
6. Successful bidder shall retain the present loaders in the MDP as far as possible on consent of the individual.
7. Successful bidder shall arrange self-contained accommodation to all his/her employees working in the MDP as per the Health Containment Protocol.
8. Successful bidder shall ensure strict compliance to the Health Containment Protocol by his/her employees in the MDP.
9. Successful bidder shall pay monthly development fees of Nu. 30,000 (Ngultrum thirty thousand) only to the Department of Revenue & Customs.
10. Damage of any Government properties in the MDP during the course of transshipment/unloading/ loading shall be made good by the successful bidder immediately
11. Utility bills for the operator’s personnel and machines shall be borne by the successful bidder.
12. Sustainability of business shall be at the risk of successful bidder
13. No compensation, whatsoever, shall be paid by the Government
14. Upon completion of the contract terms, the successful bidder shall remove all his machineries and equipment at his own cost from MDP within ten days from the date of completion of the contract.
15. Failure to perform any contractual obligation shall lead to termination of contract as per the contract terms and conditions.
16. The mechanization shall be completed within ***60*** days from the date of issue of the work order, or the signing of the contract (if applicable);
17. The RRCO Office may, by written notice, terminate the Contract in whole or in part at any time for its convenience:
18. Mode of cash collection from the party shall be arranged by the service provider (awardee) as per COVID-19 containment protocol and issue money receipt/cash memo.
19. The contract awarder may terminate the contract if:
	1. If the bidder fails to perform any other Terms and conditions specified with the Contract.
	2. if the bidder fails to perform any other obligation(s) under the Contract, or
	3. if the bidder does not take any remedial action within a period of (7) seven calendar days after receipt of a notice of default from the RRCO specifying the nature of the default(s), or
	4. if the bidder, in the judgment of the Contract, has engaged in any corrupt or fraudulent practices in competing for or in executing the tasks under this Contract;

#### Bid-Securing Declaration

Date:

IFB No.:

To:

We, the undersigned, declare that:

We understand that, according to your conditions, Bids must be supported by a Bid-Securing Declaration.

We accept that we are required to pay the bid security amount specified in the Bidding Data Sheet (Nu. 20,000.00) within 14 days of your instruction and failure to do so will automatically exclude us from being eligible for Bidding or submitting Bid in any contract with the Employer for the period of two years if we are in breach of our obligation(s) under the Bid conditions, because we:

1. have withdrawn our Bid during the period of Bid validity specified by the Bidder in the

Form of Bid; or

1. having not accepted the correction of errors in accordance with the Instructions to Bidders; or
2. Having been notified of the acceptance of our Bid by the Employer during the period of Bid validity, (i) fail or refuse to furnish the performance security or (ii) fail or refuse to execute the Contract.

We understand this Bid-Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) thirty (30) days after the expiration of our Bid.

Signed:

In the capacity of

Name:

Duly authorized to sign the Bid for and on behalf of:

Dated on day of Corporate Seal (where appropriate)

Affix Legal Stamp

#### 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]*

#### 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.:
	1. This Contract Agreement;
	2. Terms and Conditions;
	3. Technical Requirements (including Schedule of Supply and Technical Specifications);
3. The Supplier’s Bid and original Price Schedules;
4. The Purchaser’s Notification of Award of Contract;
5. The form of Performance Security;
6. The form of Bank Guarantee for Advance Payment;
7. *[insert here any other document(s) forming part of the Contract]*
8. 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.
9. 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.
10. 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]*

#### 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 date4].* 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]*

*4 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*