

Terms and Conditions

1. The bidder(s) must quote for all or any items under this invitation. Price Quotation will be evaluated for all or any items and contract will be awarded to the firm (s) offering the lowest quoted cost under this invitation.
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**.
3. The deadline for receipt of your quotation(s) by the purchaser at the indicated address is: 2nd **March 2018 at 11 AM BST. No bids will be accepted after 11:00AM.**
4. The bid shall be accompanied by a Bid Security with the lump sum amount of Nu.30,000/- in the form of cash warrant, demand draft or unconditional Bank Guarantee which should normally be valid **60 days** beyond the bid validity in favour of **Dasho dzongda, Jakar Bumthang. Any bid not accompanied by Bid Security including validity shall be treated as non responsive to Invitation for Quotation.**
5. Quotation by fax or by electronic means is **not** acceptable.
6. 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 of the goods are to the **Dzongkhag store, 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 price 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 shall 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 quoted 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 **60 days** from the deadline for receipt of quotation(s).

7. The quotation(s) shall be opened in the presence of bidders or their Representatives who choose to attend Bid Opening. **The Bids shall be opened on the same day (2nd March 2018) after the submission at 11:00AM in the Dasho Dzongda's Chamber.**

8. 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.

9. 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).

10. Normal commercial warranty/guarantee shall be applicable to the supplied goods.

11. The payment shall be made to the supplier by the **Dzongkhag Account Section, Dzongkhag Adm.Jakar : Bumthang** upon the verification of the challan and the bills by the concerned officials within **thirty (30) days** after the delivery of goods.

12. 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.

13. The Supplier shall be required to submit a performance security of 30,000 in the form of cash warrant, demand draft or unconditional Bank Guarantee issued by a financial institution located in Bhutan, which shall be keep Performance security shall be valid till the end of warranty period and will be returned after the end of warranty period.

14. The supply of the goods shall be completed within **30 days** from the date of issue of the Purchase Order/Work Order.

15. 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.

16. *The quoted price shall include all taxes, duties; insurance and any other costs involved till final place of destination and nothing extra shall be paid.*

17. 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.

18. 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.

19. 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

20. 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.

21. The purchaser may procure any of the items from the open market in scale the supplier fails to supply the goods within the stipulated time and realize the difference amount between the quoted price & market price from the security deposit.

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:

I. Qualification Documents:

- (a) A valid Trade License
- (b) A valid Tax Clearance Certificate issued by RRCO
- (c) The required Bid Security/EMD
- (d) Power of attorney letter if the bid is signed other than the proprietor himself/herself to ensure legality of the bidding process

II. Other requirements to be furnished and filled along with the Qualification Documents:

- (a) A duly completed and signed priced quotation as per the Schedule of Items and the Priced Quotation.
- (b) Dully filled and signed Bidder Information Form & Bid Submission Sheet as attached
- (c) Samples
- (d) Any other requirements specified in this document

Your bid will be considered as non-compliance to the instructions of bidding documents, if failing to provide the above mentioned as a part of quotation. Moreover, your bid will be rejected without seeking further information.

