

# Seek Truth & Ensure Justice Royal Government of Bhutan

OAG/AFD-PRO/2017/17-6

18th July 2017

# ADVERTISEMENT OF QUOTATION

The Office of the Attorney General hereby invites sealed quotation from interested eligible suppliers for the supply of the following for the financial year 2017-2018.

- 1. Supply of office stationeries and equipment.
- 2. Supply of electrical items and furniture.
- 3. Supply of Computers & laptops.
- 4. Construction of retention walls around the OAG office.
- 5. Dismanteling of Allumunium partitions in OAG office.
- 6. Repairing and maintenance of toilets & water pipelines in OAG office.

Tender documents alone with terms and conditions will be available in the Office website <a href="www.oag.gov.bt">www.oag.gov.bt</a> and for sale <a href="www.oag.gov.bt">www.oag.gov.bt</a> and will be worth and will be open at the same day at 2:30PM.

HEAD, AFD/HRM

Office of the Attorney General

Request for Quotation for Supply of Office Stationeries, Computers, Laptop, furniture, equipment, Construction of retention walls around the OAG office, Dismantling of Aluminum partitions in OAG office, Repairing and maintenance of toilets & water pipelines in OAG office For Financial Year 2017-2018

**Procuring Agency** 

# STANDARD BIDDING DOCUMENT

# **Procurement of Goods**

(For value up to Nu. 0.25 million



# Royal Government of Bhutan Ministry of Finance

March 2011

#### **Preface**

This Standard Bidding Document for the Procurement of Goods has been prepared by the public Procurement Policy Division (PPPD), Ministry of Finance to be used for the Procurement of Goods through National 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.

The instructions in italics and footnotes provided are for guidance and are not part of the document therefore it should be removed while preparing the bid document.

Those wishing to submit comments or questions on this Bidding Documents or to obtain additional information on procurement can contact:

AFD
Office of the Attorney General
Royal Government of Bhutan oag@gov.bt

Telephone no. 00975-02-326889, Fax no. 324606



#### Beck Cruth & Ensure Justice

### ROYAL GOVERNMENT OF BHUTAN

OAG/AFD/PRO/2017/

18<sup>th</sup> July 2017

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

Project Title: RGoB

Source of Funding: RGoB Contact Ref: OAG/AFD-Pro/

То:		

Dear Sir/Madam.

- 1. You are invited to submit your priced bid for the supply of the following items;
  - i. Supply of stationeries, computers, laptop, equipment and furniture for the financial year 2017-2018.
  - ii. Supply of Spare Parts and Maintenance & Supply of Tyres & Tubes for Financial Year 2017-2018
  - iii. Catering Services for Financial Year 2017-2018.

[Information on technical specifications and required quantities are attached]

- 2. The bidder(s) may quote for any or all items under this invitation. 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 be sealed in an envelope as required by PRR 2009 clause 5.1.7.2 and addressed to and delivered at the following address [insert address of receipt of bids].

<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.

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

# Attorney General Office of the Attorney General Thimphu: Bhutan

Telephone: 326889, Fax: 324606

- 4. The deadlines for receipt of your quotation(s) by the purchaser at the indicated address is 18<sup>th</sup> August, 2017, before 2:00PM and will be opened on the same date at 2:30PM.
- 5. The bid shall be accompanied by a bid security of **Nu. 5000/-** in the form of cash warrant, demand draft or unconditional Bank Guarantee valid till **60days**. Any bid not accompanied by bid security shall be treated as non responsive.
- 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 **OAG**, **Thimphu**.
  - 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 date of award of contract from the deadline for receipt of quotation(s).
- 8. Further information can be obtained from: AFD, OAG, Thimphu.
- 9. The **Office of the Attorney General** 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 (sample form attached).
- 14. Normal commercial warranty/guarantee shall be applicable to the supplied goods.
- 15. Payment will be made up on submitting the bills/invoice after completion/supply of each activity/items.

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

[describe below the items, unit and quantity of the goods required]

SI	Item	Description &	Unit	Qty	Unit	Total	
		Details (minimum specifications		20	Rate	Amount	
		of goods to be supplied)			(Nu.)	(Nu.)	
i		or goods to be supplied)			(114.)	(114.)	
2							
3							
4							
5						1	
6							
7				-			
8							
		Sub-Total for supply of Goods					
		Total Amount for supply of Goo (including all types of cost)	ds to Pu	rchaser			
		Goods to be supplied to [Destination of Goods]					

Total Amount in	[insert the Total Amount for Supply of Goods including all related
Nu.(in words)	costs]
Delivery period	Number of days from the date of issue of the Purchase Order by the Purchaser
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 attached 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 Goods Required** 

SL	Item	Specification Specification
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
10		

The Supplier is required to mention make/model (as applicable) of the goods to be supplied and must attach the appropriate original printed literature/brochures for the various items listed.

Signature of Supplier	Supplier's Official Stamp	
Name of Supplier		
Date		

### 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>2</sup>;
- (c) A valid Tax Clearance Certificates;
- (d) The required bid security
- (e) Technical Specification of the Goods to be supplied; and
- (f) Any other requirements specified in this document

<sup>&</sup>lt;sup>2</sup> 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.

## 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 terms and conditions put forward at any time by the Supplier shall form any part of the Contract.

- 1. The Bids security of Nu. 5000/- only of the successful bidder will be retained with the Officer as performance security deposit. Performance security shall be valid till the end warranty period and will be returned after the end of warranty period.
- 2. The supply of the goods shall be completed within 45 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 quoted price.
- 6. The supplier shall pay liquidated damages at the rate of 0.1% per day for each day of delay to 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 exceed 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.
- 9. The purchaser may procure any of the items from the market in case 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.

[Purchaser to use normal Letter Head format]

### 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]

To:	[Contact person,	
[name and address of Purchaser]	Telephone Number	
	Fax Number	
	e-mail address	
_	supplier reference]	
Delivery date:	Order Value (Nu.):	
Delivery terms:		
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	
					<del></del>	

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

# Contract Agreement

[The successful Bidder shall fill in the 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 WITNESSTH 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);
  - (d) The Supplier's Bid and original Price Schedule;
  - (e) The Purchaser's Notification of Award of Contract;
  - (f) The form of Performance Security;
  - (g) The form of Bank Guarantee for Advance Payment;
  - (h) [insert here any other document(s) forming part of the Contract]

- 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 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 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 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]

# **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 sum(s) not exceeding [insert amount(s)<sup>3</sup> 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]<sup>4</sup>, 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]

The Bank shall insert the amount(s) specified in the SCC and denominated, as specified in the SCC, earlier in the currency (ies) of the Contract or a freely convertible currency acceptable to the Purchaser.

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.

	List of stationeries, computers, laptop, equi	oment and furniture for the	F.Y. 2017	-2018	
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<b>V</b> 7	Station Station	neries / T			
	Arch File (supreme ambassador)				
	Ambassador Executive file				
	Bhutanese envelope (A4size) best quality				
	Bhutanese Paper (A4 size) best quality			ļ	
_	Bhutanese envelop (small 9x4 size) best quality			ļ <u></u>	
	Bhutanese packing paper (best quality)				
	Bond paper (A3 size)				
	Binding Stick-100 A4 SB 1132886 GBC	··			
_	Bulb 100w	_			
	Binder Clips-32 mm (Bull dog)	**			
	Carbon paper (kores)				
-	Cello tape 1 " (do)	<u>.</u>			
_	Cello tape 2 " (do)	****			
	Insulation tape/PCV tape	<del></del>			
_	Correction pen (white)				
	Colin glass clearner (600ml)	· ·			
	Duster cloth/tea towel				
$\overline{}$	Envelop 9x4 (white)				
-	Envelop A4 size (Brown)				
$\longrightarrow$	Fax Paper (size 210mmx 20mm)	•			
_	Glue stick 15g				
_	Hi-lighter pen (5 pcs)				
	Hard Broom				
	Harpic toilet cleaner				-
_	Khadar (Big & best quality)				
	Napthalene balls (kg)				
27	Note pad (small) timea/Spiral				
	Paper Pin (60gm)				
$\overline{}$	Paper clip rubber coated with different colours				
	Pencil battery (everyday)				
31	Poblin Cloth				
$\rightarrow$	Permanent Marker Pen				
_	Phenol (500ml)				
_	Pilot pen (different colour) Hi-techpoint V5				
	Plastic catching file (A4 Pocket type)				
	Post it sticker (Plastic different colour)				
37	post it sticker				
38	Post it sticker (Page Maker)				
39	Photocopy paper (A4 size)				
40	Punching machine (kangaroo) 600DP				
41	Ring file				

$\overline{}$	Ribbon Thread (orange/yellow) small size				
43	Scissor (Korean made)8.5"				
44	Soft broom				
45	Super glue				
46	Stamp pad (kores) 157x96				
47	Spiral comb 6mm				
	Spiral comb 8mm				
	Spiral comb 10mm				
<del></del>	Stapler size 24/6	-			
	Stapler pin 24/6				
_	Stapler size No.10				
	Stapler pin No.10				
-	Stapler pin 23/17 copper				
<u></u>	Scale plastic (30cm/12")				
	Toilet paper		· · · · · · · · · · · · · · · · · · ·		
$\vdash$	Tranparant sheet A4 (Oddy)				
<u> </u>	Thumb Pin (16mm)				
59	Thum Drive (8GB)				
60	Thumb Drive (18GB)				
61	Vim Powder				
62	Toner cartrigde (C4127X)			·	
	Toner Cartridge HP (332/340/432/440/425)				
	Toner Cartridge HP (4100 printer/C8061A)				
-	Toner Cartridge				
"	(Black Q7516A for HP laserjet 5200)				
56	Toner Cartridge (Q2613A)		, <u>.</u>		
	Toner Cartridge (Q6511A)				
-	Toner for Photocopy machine		· · · · · · · · · · · · · · · · · · ·		
%	KYOCERA TASKalfa 5500i				
-					
	Toner Cartridge 05A				
	Toner Cartridge for RICOH Aficio, SP 300 DN				
	Toner Cartridge for Cannon				
-	MF482OD multifunction printer				
	Toner Cartridge 35A				<b></b>
	Toner Cartridge (Xerox Wc 5330/5325)				
	Toner Cartridge for Canon				1
75	(image Runner 2545i/2530/2525/2520)				
				1 (10 10 10 10 10 10 10 10 10 10 10 10 10 1	
76	Extension Cord (5m wire, 6/16A-240V)				
-	Anchor/cona				
	ways multi socket				
	3 top pin (6A.240V.AC.)				
	3 top pin (16A.240V.AC.)				
-	Multi Socket (5 holes) Multi-2720				
	3 pin Multi Plug			<b></b>	-
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02	Fluorescent Tube (15W)				

84	84 Fluorescent Tube (20W)	
85	85 Bulb 100W	
86	86 Tube Rod 4'	
87	87 Cilling light tube (Philips)	
88	88 Visiting Chairs with Arm	
89	89 Visiting Chairs without Arm	
90	90 Revolving chair half	
91	91 Revolving chair full	