



དཔལ་ལྷན་འབྲུག་གཞུང་། ཕུན་ཚོགས་གླིང་ཁྲོམ་གྱི།

ROYAL GOVERNMENT OF BHUTAN

PHUENTSHOLING THROMDE

POST CODE 21101, POST BOX NO. 02, PELKHIL LAM



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PT/Pro/AnnualTender/2021-22/02

Date: 01/10/2021

INVITATION FOR BIDS

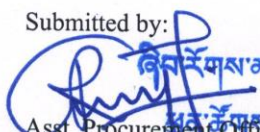
The **Phuentsholing Thromde** now invites Seal Bids from eligible and qualified bidders for the Supply of Vehicle Spare parts, Tires, Tubes, and Batteries for the FY 2021-22.

Bids must be delivered to the address below at or before **October 6th, 2021 at 12 HRS PM BST**. Submission of the bid through email shall not be permitted. Late Bids will be rejected. The bidding documents are as per the Standard Bidding Documents.

All Bids shall be accompanied by a Bid Security of **Nu. 20,000.00 (Ngultrum Thirty Thousand only)**. The address (es) referred to above is (are):

The Executive Secretary
Phuentsholing Thromde
Chhukha

Submitted by:


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Asst. Procurement Officer
Phuentsholing Thromde



SECTION II. BID DATA SHEET

A. INTRODUCTION	
ITB 1.1	The Purchaser is: Phuentsholing Thromde
ITB 1.1	The name, identification number, and a number of lots within this procurement are: Supply of Vehicle Spare Parts, Tires, Tubes, and Batteries for FY 2021-22. PT/Pro/AnnualTender/2021-22/02
ITB 3.1	The category of trade License eligible for this bidding process is: Valid trade license and Valid tax clearance
ITB 5.1	All goods and related services to be supplied under the contract shall comply with laws related to the environment and others as the case may be. (For e.g. ozone-depleting substances prohibition).
B. BIDDING DOCUMENTS	
ITB 8.2	For clarification of Bid purposes only, the Purchaser's address is: Attention: Executive Secretary Address: Phuentsholing Thromde, Chhukha. Electronic mail address: rigyel@pcc.bt Any queries are to be resolved before submitting the bid, no appeals will be accepted later on.
C. QUALIFICATION CRITERIA	
10.1	The minimum amount of financial resources is: Not Applicable
11.1 (a)	The minimum number of years of experience in the supply of goods and related services is: Not Applicable
11.1 (b)	The specific experience in the supply of similar goods and related services is: Not Applicable
11.1 (c)	The minimum production capacity or availability of equipment is: Not Applicable
D. PREPARATION OF BIDS	
ITB 13.1	The language of the Bid is: English
ITB 14.1 (j)	The bidders shall submit a signed Integrity Pact: Yes
ITB 14.1 (k)	The Bidder shall submit with its Bid the following additional documents:



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	<ol style="list-style-type: none">1. A valid trade licenses2. A valid Tax Clearance Certificate3. Power of attorney letter if the bid is signed by someone other than proprietor to ensure the legality of the bidding process. (It is advised that only those bidders should participate, who has a base location in Phuentsholing Thromde for the convenience of all the parties concerned. Any bidder whose base location is different from the aforementioned shall be treated as non-responsive bids).
ITB 17.1	Alternative Bids shall not be permitted.
ITB 18.5	The Incoterms edition is: 2020 Strict Compliance with the brand from the procuring Agency will be maintained, therefore kindly quote the prices accordingly.
ITB 18.6 (a) (iii), (b) (ii) and (c) (v)	The final destination (Project Site) is: Within the Thromde jurisdiction, as per the supply order.
ITB 18.6(b) (i) and (c)(v)	Place of destination: Within the Thromde jurisdiction, as per the supply order.



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ITB 19.1	The prices quoted by the Bidder shall not be adjustable .
ITB 20.1	The Bidder is required to quote in Ngultrum (BTN) the portion of the Bid Price that corresponds to expenditures incurred in Ngultrum (BTN) in Bhutan.
ITB 23.3	The period of time for which the Goods are expected to be functioning (for the purpose of spare parts, special tools, etc) is 365 days and until the next FY tender is awarded .
ITB 24.1 (a)	The manufacturer's authorization is not required.
ITB 24.1 (b)	After-sales maintenance, repair, spare parts stocking and related services are not required, and the Bidder, therefore, is not required to be represented by a suitably equipped and able agent in Bhutan. Not Applicable
ITB 25.1	The Bid validity period shall be 60 days .
ITB 26.1	The amount and currency of the Bid Security is Nu. 20,000.00 (Ngultrum tens Thousands only)
E. SUBMISSION AND OPENING OF BIDS	
ITB 27.1 and 28.1	In addition to the original of the Bid, the number of copies is: one copy is required .
ITB 28.3 (c)	The name and identification number of the Contract is: Supply of Vehicle Spare parts, Tires, Tubes and Batteries
ITB 28.3 (d)	The time and date for Bid Opening is 14:00 hrs Bhutan time on 6/10/2021
ITB 28.7	Bidders shall NOT have the option of submitting their Bids electronically . The electronic bidding submission procedures shall be: -Not Applicable
ITB 29.1	For Bid submission purposes, the Purchaser's address is: Attention: Executive Secretary Address: Phuentsholing Thromde, Chhukha . The deadline for the submission of Bids is: Date: 6/10/2021 Time: 12:00 HRS Bhutan Standard time.



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ITB 32.1	<p>The Bid Opening shall take place at:</p> <p>Address: Thromde Conference Hall</p> <p>Date: 6/10/2021</p> <p>Time: 14:00 HRS Bhutan standard time.</p> <p>If electronic bidding is permitted, the electronic Bid Opening procedures shall be as follows: Not Applicable</p>
F. EVALUATION AND COMPARISON OF BIDS	

ITB 39.1	<p>Bid prices expressed in different currencies shall be converted into Ngultrum (BTN).</p> <p>The source of exchange rates shall be the Royal Monetary Authority of Bhutan.</p> <p>The date for the exchange rates shall be the date of Bid Opening, as prescribed in ITB Sub-Clause 32.1.</p>
ITB 40.1	<p>A margin of ten percent (10%) Domestic Preference shall not apply.</p>
ITB 41.3 (a)	<p>Evaluation will be done for Item Wise.</p> <p>Bids will be evaluated for each item and the Contract will comprise the item(s) awarded to the successful Bidder.</p>
ITB 41.3 (e)	<p>The adjustments shall be determined using the following criteria from amongst those set out in Section III, Evaluation and Qualification Criteria: <i>[refer to Schedule III, Evaluation and Qualification Criteria; insert complementary details if necessary]</i></p> <p>(a) Deviation in payment schedule:</p> <p>(b) The cost of major replacement components, mandatory spare parts, and service: No. Not Applicable</p> <p>(c) The availability in Bhutan of spare parts and after-sales services for the equipment offered in the Bid No. Not Applicable</p> <p>(d) The projected operating and maintenance costs during the life of the equipment No. Not Applicable</p> <p>(e) The Bidders shall offer to deliver the goods as per the delivery schedule, the offer with delivery time beyond the delivery period specified in the delivery schedule will be treated as non-responsive.</p>
	<p>(e) The performance and productivity of the equipment offered: No. Not Applicable</p>
ITB 41.6	<p>Bidders shall not be allowed to quote separate prices for one or more lots</p>
G. AWARD OF CONTRACT	
ITB 47.1	<p>The maximum percentage by which quantities may be increased is depending on the need during the contract period</p> <p>The maximum percentage by which quantities may be decreased is depending on the need during the contract period</p>



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	<p>Additional Clause: ITB 51.3</p> <p>If the suppliers withdraw after the award of the contract the penalty will be as follow;</p> <p>✓ Forfeiture of the Bid security.</p> <p>✓ Procuring Agency shall not allow the particular firm to participate in tender under Thromde for the two years.</p>
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SECTION VIII. SPECIAL CONDITIONS OF CONTRACT

The following Special Conditions of Contract (SCC) shall supplement and/or amend the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

1.1 (k)	The Project Site(s)/Final Destination(s) is/are; MTO/Sewerage office, Phuentsholing Thromde
1.1 (l)	The Purchaser is: Phuentsholing Thromde
GCC 4.2 (a)	The meaning of the trade terms shall be as prescribed by Incoterms. If the meaning of any trade term and the rights and obligations of the parties thereunder shall not be as prescribed by Incoterms, they shall be as prescribed by: As per the prevailing trading norms of the Purchaser's Country
GCC 4.2 (b)	The version of Incoterms shall be: 2020:
GCC 5.1	The language shall be: English
GCC 8.1	<p>For <u>notices</u>, the addresses shall be:</p> <p>For the Purchaser:</p> <p>Attention: Executive Secretary</p> <p>Address: Thromde Administration</p> <p>Mobile No: +975 17990299</p> <p>E-mail address: rigyel@pcc.bt</p>
GCC 9	The governing law shall be <u>the law of the Kingdom of Bhutan.</u>



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GCC 10.2	<p>The rules of procedure for arbitration proceedings pursuant to GCC Sub-Clause 10.2 shall be as follows:</p> <p><i>(a) Contract with a foreign Supplier:</i> [For Contracts entered into with foreign suppliers, international commercial arbitration may have practical advantages over other dispute settlement methods. Among the rules to govern the arbitration proceedings, the Purchaser may wish to consider the United Nations Commission on International Trade Law (UNCITRAL) Arbitration Rules of 1976, the Rules of Conciliation and Arbitration of the International Chamber of Commerce (ICC), the Rules of the London Court of International Arbitration or the Rules of the Arbitration Institute of the Stockholm Chamber of Commerce.]</p>
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	<p><i>If the Purchaser chooses the UNCITRAL Arbitration Rules, the following sample clause should be inserted:</i></p> <p>GCC 10.2 (a)—Any dispute, controversy or claim arising out of or relating to this Contract, or breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the UNCITRAL Arbitration Rules as at present in force.</p> <p><i>If the Purchaser chooses the Rules of ICC, the following sample clause should be inserted:</i></p> <p>GCC 10.2 (a)—All disputes arising in connection with the present Contract shall be finally settled under the Rules of Conciliation and Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules.</p> <p><i>If the Purchaser chooses the Rules of the Arbitration Institute of the Stockholm Chamber of Commerce, the following sample clause should be inserted:</i></p> <p>GCC 10.2 (a)—Any dispute, controversy or claim arising out of or in connection with this Contract, or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the Rules of the Arbitration Institute of the Stockholm Chamber of Commerce.</p>
	<p><i>If the Purchaser chooses the Rules of the London Court of International Arbitration, the following clause should be inserted:</i></p> <p>GCC 10.2 (a)—Any dispute arising out of or in connection with this Contract, including any question regarding its existence, validity or termination shall be referred to and finally resolved by arbitration under the Rules of the London Court of International Arbitration, which rules are deemed to be incorporated by reference to this clause.</p> <p><i>(b) Contract with a Bhutanese Supplier:</i></p> <p>In the case of a dispute between the Purchaser and a Bhutanese Supplier, the dispute shall be referred to adjudication or arbitration in accordance with the laws of Bhutan.</p>
GCC 13.1	<p>Details of Shipping and other Documents to be furnished by the Supplier are [The delivery invoices should be accompanied by a copy of the product challans. The reference to our purchase order and details of specifications must be indicated in the delivery invoices, other requirements if desired by the purchaser shall be as per the GCC Clause 13.</p> <p>The supply under the contract must be executed/completed by the supplier as per the delivery schedule specified below:</p> <ol style="list-style-type: none">1. If the quantity is one, the delivery period is 7 days2. If the quantity is more than one item, the delivery period will be as per the supply order issued by the purchaser. <p>The above documents shall be received by the Purchaser before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses.</p>



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GCC 16.2	The prices charged for the Goods supplied and the related Services performed shall not be adjustable and shall remain valid for one year period till 30 th June 2022. The rates quoted by the bidder shall not be variable and shall be valid for the whole period of the contract i.e. FY 2021-2022
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GCC 17.1	<p>Sample provision</p> <p>GCC 17.1—The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:</p> <p>Payment for Goods supplied from abroad:</p> <p>Payment of the foreign currency portion shall be made in (<u>Ngultrum/Rupee</u>)</p> <p>(i) Advance Payment: Zero percent (0%) 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 for the equivalent amount valid until the Goods are delivered and in the form provided in the Bidding Documents.</p>
	<p>(ii) On Shipment: Zero percent (0%) of the Contract Price of the Goods shipped shall be paid through an irrevocable confirmed letter of credit opened in favor of the Supplier in a bank in its country, upon submission of the documents specified in GCC Clause 13.</p> <p>(iii) On Acceptance: Hundred percent (100%) of the Contract Price of the Goods received shall be paid within thirty (30) days of receipt of the Goods upon submission of a claim supported by the acceptance certificate issued by the Purchaser.</p> <p>Payment of the local currency portion shall be made in Bhutanese Ngultrum (BTN) within thirty (30) days of presentation of a claim supported by a certificate from the Purchaser declaring that the Goods have been delivered and that all other contracted Services have been performed.</p> <p>Payment for Goods and Services supplied from within Bhutan:</p> <p>Payment for Goods and Services supplied from within Bhutan shall be made in Ngultrum, as follows:</p> <p>(i) Advance Payment: Zero percent (0%) of the Contract Price shall be paid within thirty (30) days of signing of the Contract against a simple receipt and an advance payment guarantee for the equivalent amount and in the form provided in the Bidding Documents.</p> <p>(ii) On Delivery: Zero percent (0%) of the Contract Price shall be paid on receipt of the Goods and upon submission of the documents specified in GCC Clause 13.</p> <p>(iii) On Acceptance: Hundred percent (100%) 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.</p>



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GCC 17.5	The payment delay period after which the Purchaser shall pay interest to the supplier shall be 30 days . The interest rate that shall be applied is 24 % per annum
GCC 19.1	The amount of the Performance Security shall be: Lumpsum amount of Nu. 50,000/- in favour of Executive Secretary, Thromde Administration.

GCC 19.3	The types of acceptable Performance Securities are: (i) <u>Unconditional bank guarantee issued by financial institution located in Bhutan and acceptable to the Purchaser, in the form provided for in the Contract or in any other form acceptable to the Purchaser, or</u> (ii) Cash warrant, or (iii) Demand draft.
GCC 19.4	Discharge of Performance Security shall take place: Thirty (30) days from the completion of the supply obligation.
GCC 24.2	The packing, marking and documentation within and outside the packages shall be: As per GCC & PRR 2019.
GCC 25.1	The insurance coverage shall be <u>as specified in the Incoterms.</u>
GCC 26.1	Responsibility for transportation of the Goods shall be <u>as specified in the Incoterms.</u>
GCC 27.1	The inspections and tests shall be: Carried out as and when required by the purchaser.
GCC 27.2	Inspections and tests shall be conducted at: any other recognition laboratory/workshop within Bhutan. Substandard materials or materials not conforming to specification shall not be accepted & shall be returned at the cost of supplies.
GCC 28.1	The liquidated damages shall be 0.1% per day for delay for non-supply of goods as per the supply order.
GCC 28.1	The maximum amount of liquidated damages shall be 10 %.
GCC 29.3	The period of validity of the Warranty shall be <u>Commercial Warranty of the Manufacturer.</u> <u>For the purposes of the Warranty the place(s) of final destination(s) shall be:</u> Phuentsholing Thromde
GCC 29.5 and 29.6	The period for repair or replacement shall be 7 days.
	Additional clause; GCC 36: The contract will be terminated; if the contractor fails to adhere to the rules in the SBD. An initial warning letter will be given, followed by the last reminder letter. If



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	still the supplier defaults, the contract will be directly terminated, security deposit forfeited and the bidder debarred from the agency for the next 2 years.
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