



HELVETAS
Swiss Intercooperation

BHUTAN

HELVETAS Swiss Intercooperation

Country Office, P.O. Box 157, Dungkar Lam

Lower Motithang, Thimphu -11001, Bhutan

Phone + 975 2 322870/327103, Fax +975 2 323210

ANNEX 1: TERMS OF REFERENCE FOR SUPPLY OF TRAINING MATERIALS

(Ver 24.10.2018)

Supply of Training Hand Tools and Equipment to Jigme Wangchuck Power Training Institute (JWPTI), Dekiling, Sarpang

24th October 2018

A. Request for Quotation

Project Title: Occupational Skill Development for Construction Sector Phase-II (OSD4CS-II)
Source of Funding: HELVETAS
Contract Ref:

Date: 24th October 2018

Sir/Madam,

1. You are hereby requested to submit price quotation(s) for the supply of the following items:

- A. General training materials: (Refer Annex 2 for details)
 - (i) Training Hand Tools and Equipment (Package A)

To assist you in the preparation of your price quotation we enclose the necessary technical specifications and required quantities (Annex 2).

2. You must quote for all the items under this request. Price quotations will be evaluated by trade/occupation and contract awarded to the firm offering the lowest evaluated quote by trade/occupation. If a Price Schedule shows items listed but not priced, their prices shall be assumed to be included in the prices of other items.

3. You shall submit one original of the Price Quotation with duly completed Form of Bid, and clearly marked "Original" and a copy of valid trade license without which the bid shall be rejected as non-responsive. In addition, you shall also submit one copy of bid marked as "COPY". Your quotation, along with the copy of valid trade license and 2% Bid Security, in favor of **Country Director, HELVETAS Country Office, Dungkar Lam, Lower Motithang, Thimphu** in the attached format should be sealed in an envelope and addressed to and delivered to the following address:

Purchaser's Address : **HELVETAS Country Office, Dungkar Lam, Lower Motithang, Thimphu**
Telephone : +975 2 32 28 70
Fax : +975 2 32 32 10
Email : helvetas@druknet.bt

4. Your quotation in duplicate and in English language, should be accompanied by adequate technical documentation and catalogue(s) and other printed material or pertinent information (in English language) for each item quoted, including names and addresses of firms providing after-sales service facilities in Bhutan, where applicable.

5. The deadline for receipt of your quotation (s) by the Purchaser at the address indicated in Paragraph 3 is: **7th November 2018. Bids will be opened at 3 PM** on the same day in the presence of bidders who choose to attend.

6. Your quotation(s) 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.

- (i) **PRICES:** The prices should be quoted for supply and delivery to **Jigme Wangchuck Power Training Institute (JWPTI), Dekiling, Sarpang Dzongkhag.**
- (ii) **EVALUATION OF QUOTATIONS:** Offers determined to be substantially responsive to the technical specifications will be evaluated by comparison of their prices. In evaluating the quotations, the Purchaser will determine the evaluated price for each proposal by adjusting the price quotation to correct any arithmetical errors as follows:
 - (a) where there is a discrepancy between amounts in figures and in words, the amount in words will govern;
 - (b) where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern;
 - (c) if a Supplier refuses to accept the correction, his quotation will be rejected and bid security forfeited.

In addition to the quoted price, the evaluated price shall include Bhutan Sales Tax (BST) in Bhutan.

- (iii) **AWARD OF PURCHASE ORDER.** The award will be made to the bidder offering the lowest evaluated price and that meets the required standards of technical and financial capabilities. The successful bidder will sign a Contract as per the attached form of contract and terms and conditions of supply.
- (iv) **VALIDITY OF THE OFFER:** Your quotation(s) should be valid for a period of **6 Months (180 days)** from the bid opening date indicated in Paragraph 5 of this Request for Quotation.

7. Further information can be obtained from:

The Project Manager
PMU, OSD4CS-II, Department of Technical Education (DTE)
Ministry of Labour and Human Resources (MoLHR)
Thimphu
Telephone/Fax : 321405
E-mail : karmadorji@molhr.gov.bt

8. Under Helvetas' National Personnel Regulation and Administrative Manual 2017, bidders shall observe the highest standard of ethics during the procurement and execution of such contracts. Helvetas will reject a proposal for award, and will impose sanctions on parties involved, if it determines that the bidder recommended for award or any other party, has engaged in corrupt, fraudulent, collusive, or coercive practices in competing for, or in executing, the Contract.

10. Please Confirm by fax/e-mail the receipt of this request and whether or not you will submit the price quotation(s).

B. Terms and Conditions of Supply

Project Name: Occupational Skill Development for Construction Sector (OSD4CS) in Bhutan Phase II;
 Purchaser: Helvetas Country Office, Dungkar Lam, Lower Motithang, Thimphu
 Consignee: Technical Director, JWPTI, Dekiling, Sarpang;

1. Schedules for Supply

S. No.	Item No.	Quantity	Delivery Time
01.	Package A-	As specified in Annex 2	30 days from the date of supply Order

2. Fixed Price: The prices indicated above are firm and fixed and not subject to any adjustment during contract performance.
3. Delivery Schedule: The delivery should be completed as per above schedule but not exceeding **Thirty (30) days** from the date of Purchase Order. **Contract must be signed within 7 days from the date of the purchase order.** Failure to do so would result in the cancellation of the purchase order and forfeiture of the Bid Security.
4. Purchaser's right to vary quantity: The Purchaser reserves the right to increase or decrease the quantity originally specified in the Bidding Document by **25%** without changing the unit prices or other terms and conditions.
5. Applicable Law: The Contract shall be interpreted in accordance with the laws of Bhutan.
7. Resolution of Disputes: The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute between them under or in connection with the Contract. In the case of a dispute between the Purchaser and the Supplier, the dispute shall be settled in accordance with the provisions of the rule of Bhutan.
8. Payment: Full payment of the invoice value will be made within 40 days against full delivery and acceptance of the goods.
9. Warranty: Goods offered should be covered by manufacturer's warranty for at least 12 months from the date of delivery to the Purchaser. Bid(s) deviating from the original specified warranty period shall be treated as non-responsive.
10. Packaging and Marking Instructions: The Supplier shall provide standard packing of the Goods as required preventing their damage or deterioration during transit to their final destination, as indicated in the Contract.

11. Replacement of Defective Goods: Bidders must produce at least one sample of items of each brand to enable the Evaluating Committee to judge its acceptability along with the dealership certificate (In Original). Purchaser will only accept the brands approved by the evaluating committee based on the sample provided. Sub-standard or defective goods shall be returned to the supplier for replacement with no additional cost to the purchaser.
12. Force Majeure: The supplier shall not be liable for penalties or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

For purposes of this clause, "Force Majeure" means events beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but not restricted to, act of Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by Force Majeure event.
13. Failure to Perform: The Purchaser reserves the right to cancel the agreement, without informing the Supplier, if the Supplier fails to deliver the Goods in accordance with the above terms and conditions unless otherwise the Contract date is extended by the Purchaser at the written request of the supplier. In the event the Purchaser terminates the Contract in whole or in part, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Purchaser for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.
14. Performance Security: Within Seven (7) days of the receipt of notification of award from the Purchaser, the successful Bidder shall furnish Performance Security at 10% of the contract price in the form of Bank Guarantee or Cash Warrant or Demand Draft from any bank in Bhutan. Failure to do so would result in the cancellation of the purchase order and forfeiture of the Bid Security.
15. Liquidated Damage: If the Supplier fails to deliver any or all of the Goods or perform the Related Services within the period specified in the Contract, the Purchaser may without prejudice to all other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 1% of the Contract Price for each week or part thereof of delay until actual delivery or performance but not exceeding 10% of the Contract Price. The Purchaser shall terminate the contract once the maximum delay period of 10 weeks is reached.

NAME OF SUPPLIER: _____

Authorized Signature : _____

Place: _____

Date : _____

C. Quotation Form

The Country Director
Helvetas Country Office
Dungkar Lam
Lower Motithang
Thimphu

We offer to execute the supply of General Training Materials in accordance with the Conditions of Contract accompanying this Quotation for the Contract Price of Nu. _____
(_____) only.

We propose to complete the delivery of Goods described in the Contract within the following Delivery Time from the Date of the Purchase order.

Prices and Schedules for Supply

<u>Sl. No.</u>	<u>Item No.</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total Price</u>	<u>Delivery Time</u>
----------------	-----------------	-----------------	-------------------	--------------------	----------------------

Refer Para 1 of the “**Schedule for Supply of Terms and Conditions of Supply**” of the bid document.

[Note: In case of discrepancy between Unit Price and Total derived from unit price, unit price shall prevail.]

This Quotation and your written acceptance will constitute a binding Contract between us. We understand that you are not bound to accept the lowest or any Quotation you receive.

We hereby confirm that this Quotation complies with the Validity of the Quotation required by the Request for Quotation document.

Affix Nu. 10
Legal stamp
here and
sign

Authorized Signature: _____

Name and Title of Signatory _____

Name of Supplier: _____

Address : _____

Phone Number : _____;

Fax Number: _____;

Email: _____

N.B: This “Form of Quotation” must be completed with legal stamp without which the bid shall be treated as non-responsive

D. Contract Form

THIS AGREEMENT number _____ made on 2018, between Helvetas (hereinafter called "the Purchaser") on the one part and, Thimphu (hereinafter called "the Supplier") on the other part.

WHEREAS the Purchaser has requested for quotation for **General Training Materials** to be supplied by Supplier, viz. Contract for training materials for JWPTI Dekiling, Sarpang, (hereinafter called "Contract") and has accepted the Bid by the Supplier for the supply of goods under Contract at the sum of Nu. (.....) here-in-after called "the Contract Price".

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

The following documents shall be deemed to form and be read and construed as part of this agreement, viz:

- a) Request for Quotation; Terms and Conditions of Supply, Technical Specification;
- b) Addendum (if applicable);
1. Taking into account payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby concludes an Agreement with the Purchaser to execute and complete the supply of goods under the Contract and remedy any defects therein in conformity with the provisions of the Contract.
2. The Purchaser hereby covenants to pay, in consideration of the acceptance of Contract, supply and delivery of the goods and remedying of defects therein, the Contract Price in accordance with Payment Conditions prescribed by the Contract.

IN WITNESS whereof the parties hereto have executed this Contract under the laws of the Kingdom of Bhutan on the date indicated above.

Signature and seal of the Purchaser:

FOR AND BEHALF OF

(Legal stamp)

Signature and seal of the Supplier:

FOR AND BEHALF OF

(Legal stamp)

Name of Authorized Representative

Name of Authorized Representative