

**Department of Engineering Services**  
**Ministry of Works and Human Settlement**  
**Royal Government of Bhutan**

**Request for Quotation for Supply of Goods**

*Supply of Laser Distometers*

Contract Package Number: **BT-MWHS-271064-GO-RFQ**

**Invitation for Quotation (IFQ) through Shopping (National)**

Project title: **Strengthening Risk Information for Disaster Resilience in Bhutan (P175081)**

Source of Funding: **World Bank (100%)**

Contract Ref: **BT-MWHS-271064-GO-RFQ**

To:

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*(Insert Name and address of the Supplier purchasing the IFQ document)* \_\_\_\_\_

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Dear Sir/Madam,

1. You are invited to submit your priced bid for the supply of **Laser Distometers**.  
*[Information on technical specifications and required quantities are attached as **Annexure I**]*
2. The quoted price should be inclusive of after sales/maintenance cost, if any, and inclusive of all charges/expenses such as taxes, transport charges, levies, etc.
3. The bidder(s) shall submit one original of the priced quotation with the Form of Bid, clearly marked ORIGINAL. The quotation including all documents in the attached format should be sealed in an envelope and addressed to and delivered at the following address:

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

**Chief Engineer**

**Engineering Adaptation and Risk Reduction Division (EARRD)**

**Department of Engineering Services (DES)**

**Ministry of Works and Human Settlement (MoWHS)**

**Telephone: +975-02-329891**

4. The deadline for receipt of your quotation(s) by the purchaser at the indicated address is **6<sup>th</sup> April 2022 at 11:00 AM**.
5. Quotation by fax or by electronic means are acceptable and the bidders may also submit their bids electronically to the following address: **bpradhan@mowhs.gov.bt** or **syangdhen@mowhs.gov.bt**

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 is: **Office of the Chief Engineer, Engineering Adaptation and Risk Reduction Division, Department of Engineering Services, Ministry of Works and Human Settlement, 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, the quotation will be rejected and the bid security forfeited.

c) AWARD OF PURCHASE ORDER: the award will be made to the bidder who has offered 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: the quotation(s) shall be valid for a period of 60 days from the deadline for receipt of quotation(s).

7. Further information can be obtained from:

**Bishnu Pradhan**

**Executive Engineer**

**Engineering Adaptation and Risk Reduction Division**

**Department of Engineering Services**

**Ministry of Works and Human Settlement**

**Thimphu, Bhutan**

**Contact # +975 17648300**

**bpradhan@mowhs.gov.bt**

8. The quotation(s) will be opened in the presence of bidders or their representatives who choose to attend at **Office of the Chief Engineer, EARRD, DES, MoWHS on 6<sup>th</sup> April 2022 at 11.30 AM.**
9. 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.
10. The Purchaser will notify the winning bidder of the award of contract prior to the expiry of quotation validity period. The terms of the accepted offer shall be incorporated in the supply order (sample form attached).
11. The Goods supplied should have a minimum Warranty/guarantee of 24 months from the date of delivery.
12. The supplier shall be required to submit a performance security of 10% of the quoted price in the form of cash warrant, demand draft or unconditional bank guarantee issued by a financial institution located in Bhutan, which shall be furnished upon signing the contract. Performance security shall be valid till the end of warranty period and will be returned after the end of warranty period.

**Schedule of Items and Priced Quotation (Bid form) [To be filled in by Bidders]**

Sl	Item Description	Unit	Qty	Make/Model	Unit Rate (Nu.)	Total Amount (Nu.)
1	Laser Distometer	Nos.	50			
<b>Total Amount for Supply of Goods to Purchaser (Including taxes and all related costs) = Nu.</b>  Goods to be supplied to <i>Chief Engineer, EARRD, DES, MoWHS, Thimphu</i>						

Total Amount in Nu. (in words)	
Delivery period	Within <b>120 days</b> from the date of issue of the Purchase Order by the Purchaser
Warranty Provided	<b>24 Months</b> from date of supply or commissioning of the Goods.

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

### Annexure 1: Technical Specification of the Goods Required

Sl	Item	Specification
1	Laser Distometer	Laser Diode: 635 nm, <1 mW Measurement range: 0.15 – 30 m Weight, approx. 0.1 kg Measurement time, typical: <0.5 s Units of measurement: m/cm Laser class: 2 Measurement accuracy, typical: $\pm 2$ mm Measurement time, max. : 4s Power supply: 2 x 1.5 V LR03 (AAA) Automatic Deactivation: 5 min Dust and splash protection: IP 54 Laser colour: Red

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 item.

	Supplier's Stamp
Signature of Supplier	
Name of Supplier	
Date	

## **Documents required to be submitted as part of the Quotation**

The quotation submitted by the Bidder shall comprise the following:

- (a) The bidder should be in the similar line of business.
- (b) A duly completed and signed priced quotation as per the Schedule of Items.
- (c) A valid Trade License;
- (d) A valid Tax Clearance Certificate;
- (e) The required bid security;
- (f) Technical Specification of the Goods to be supplied;
- (g) Any other requirements specified in this document

## **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 no terms and conditions put forward at any time by the Supplier shall form any part of the Contract.

1. The supplier shall be required to submit a performance security of 10% of the quoted price in the form of cash warrant, demand draft or unconditional bank guarantee issued by a financial institution located in Bhutan, which shall be furnished upon signing the contract. Performance security shall be valid till the end of warranty period and will be returned after the end of warranty period.
2. The supply of the goods and related services shall be completed within 90 days from the date of issue of the Purchase Order, or the signing of the contract (where applicable).
3. The supplier shall agree to supply/ perform the required after sales services/ maintenance at the quoted price agreed in the contract.
4. The Purchaser shall arrange payment of the Invoice, within thirty (30) days upon submission of original Invoice and against the actual supplied quantities of goods as listed in the Purchase Order.
5. The quoted price shall include all taxes, duties, insurance and any other costs involved and nothing extra shall be paid.
6. Any goods found defective during the warranty period shall be replaced/repared 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.
7. The supplier shall supply the Goods required within 3 months from the date of placement of the purchase order or signing of contract. 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.
8. 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
9. 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.

10. The purchaser may procure any of the items from the open market in case the supplier fails to supply the goods within the stipulated time and realise 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**

<b>Purchase Order No:</b>	<b>Purchase Order Date:</b>
<b>From:</b> <i>[name and address of Purchaser]</i>	<i>[Contact person, Telephone Number Fax Number e-mail address]</i>

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

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

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 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.:
  - (a) This Contract Agreement;
  - (b) Terms and Conditions;
  - (c) Technical Requirements (including Schedule of Supply and Technical Specifications);
  - (e) The Supplier’s Bid and original Price Schedules;
  - (f) The Purchaser’s Notification of Award of Contract;
  - (g) The form of Performance Security;
  - (h) The form of Bank Guarantee for Advance Payment;
  - (i) *[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 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.

5. 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]*

## Sample Manufacturer's Authorization

*[The Bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the Manufacturer and be signed by a person with the proper authority to sign documents that are binding on the Manufacturer. The Bidder shall include it in its bid, if so indicated in the **BDS**.]*

Date: *[insert date of Bid Submission]*

Invitation for Bid No.: *[insert IFB number]*

*Alternative No.: [insert identification No if this is a Bid for an alternative]*

To: *[insert complete name of the Purchaser]*

### WHEREAS

We *[insert complete name of the Manufacturer]*, who are official manufacturers of *[insert type of Goods manufactured]*, having factories at *[insert full address(es) of the Manufacturer's factory/ies]*, do hereby authorize *[insert complete name of Bidder]* to submit a Bid in relation to the Invitation for Quotation indicated above, the purpose of which is to provide the following Goods, manufactured by us, namely *[insert name and/or brief description of the Goods]*, and subsequently to negotiate and sign the Contract.

We hereby extend our full guarantee and warranty in accordance with Clause 29 of the General Conditions of Contract, with respect to the Goods offered by the above firm.

Signed: *[insert signature(s) of authorized representative(s) of the Manufacturer]*

Name: *[insert complete name(s) of the authorized representative(s) of the Manufacturer]*

Title: *[insert title(s) of the authorized representative(s) of the Manufacturer]*

Duly authorized to sign this Authorization for and on behalf of *[insert complete name of the Bidder]*

Dated on the *[insert number]* day of *[insert month]*, *[insert year]*.