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DRUK HOLDING & INVESTMENTS LTD.

# REQUEST FOR QUOTATION

## Supply and Delivery of Tyres (Annual Rate)

**July 12, 2024**

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# Notice Inviting Quotation

*NIQ No.:* **DHI/DTF/General/2024/229** *Date:* **July 12, 2024**

Druk Holding and Investments Ltd. invites eligible bidders to submit your bid for the supply and delivery of *Tyres* as per the following Terms and Conditions:

**Terms and Conditions**

1. Scope of supply

The bidder(s) shall quote for Tyres as per the specification in Price Schedule *(Annexure II)*.

2. Clarification to the bidding document

Clarification can be sought in writing from the following:

| SN | Name | Address |
|---|---|---|
| 1 | Mr. Chencho Rinzin | Sr. Analyst,<br>Druk Holding and Investments Limited<br>+975 17112915<br>chenchorinzin@dhi.bt |
| 2 | Mrs. Sonam Pelden | Analyst,<br>Druk Holding and Investments Limited<br>+975 17735753<br>sonampelden@dhi.bt |

3. Documents comprising bid

The Bid shall comprise the following:

| SN | Activity | Purchaser's requirement | To be filled by Bidder |
|---|---|---|---|
| | | Required or not | Submitted or not |
| 1 | Trade License | YES | |
| 2 | Tax Clearance Certificate | YES | |
| 3 | Tech Form 1 - Bid Submission Form | YES | |
| 4 | Financial Form 1 - Price Schedule Form | YES | |
| 5 | Bid Security | YES | |

** This table is provided to assist Bidders in preparing their submissions. Bidders are not required to include this table in their bid.*

## 4. Submission of Bid

Bidders must submit the Bids in *password-protected* files via emails to chenchorinzin@dhi.bt copy: sonampelden@dhi.bt/ranjanapradhan@dhi.bt/ugyenrinzin@dhi.bt

The password should be submitted via a separate email on the submission day before the opening of the Bid.

## 5. Submission and Opening Date

The submission and opening details are given below as per the following schedule:

| | |
|---|---|
| Submission *(date & time)* | July 17, 2024 (Wednesday), at 1230 hours |
| Opening *(date & time)* | July 17, 2024 (Wednesday), at 1430 hours |

## 6. Bid Price

All prices shall be quoted in **Ngultrum (BTN)**. The quoted price shall be in incoterm **Delivered Duty Paid (DDP)** including taxes, duties and other levies to the final place of delivery.

## 7. Delivery Period

The delivery period shall be **30 days** from the contract/purchase order date. The final place of delivery is **Motithang, DHI, Thimphu.**

## 8. Evaluation

Evaluation will be done lotwise. Alternative prices shall not be accepted.

## 9. Bid Validity

The bid shall be valid for **60 days** from the date of submission of the bid. In exceptional circumstances, prior to the expiration of the bid validity period, the Purchaser may solicit the Bidder's consent to an extension of the bid validity period. The request and responses shall be made in writing. A bid valid for a shorter period shall be considered non-responsive.

## 10. Bid Security

10.1. The Bid shall be accompanied by a Bid Security of **BTN 4,000/-** in the form of a Cash Warrant/ Unconditional Bank Guarantee/ Banker Cheque/ Demand draft in the name of the *Director, Druk Holding and Investments Limited, Thimphu* issued by the Financial Institution enforceable in any Banks in Bhutan:

10.2. The Bid security shall be valid up to **30 days** from the date of submission of the bid.

10.3. Any Bid not accompanied by a bid security of adequate value and validity shall be rejected by the Purchaser as non-responsive.

10.4. If the Bidder(s) opts to **Bank Transfer** the Bid Security, it may be deposited to the DHI's BoB Account No. **205233524**, and submit the transaction details along with other documents during bid submission as well as email to ranjanapradhan@dhi.bt /copy: sonampelden@dhi.bt

10.5. The bid security shall be forfeited in the following cases:

10.5.1. If the Bidder withdraws the bid after the Bid opening during the period of Bid validity.

10.5.2. If the Bidder does not accept the correction of the Bid price;

10.5.3. In the case of a successful bidder, if the bidder fails within the specified time limit to sign the Contract or furnish Performance Security.

## 11. Bid Evaluation

11.1. Offers determined to be substantially responsive to the General/commercial terms & specifications will be evaluated by comparison of their quoted prices. In evaluating the bids, the purchaser will determine for each bid the evaluated price by adjusting the priced bid by making any correction for any arithmetical errors as follows;

11.2. Where there is a discrepancy between amounts in figures and in words, the amount in words will govern;

11.3. 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.

11.4. if the supplier refuses to accept the correction(s), the bid submitted by him shall be rejected and the bid security shall be forfeited. iv) alternative bids shall not be allowed.

## 12. Purchaser's Right to Accept Any Bid, and Reject Any or All Bids

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. Award of Contract

The Purchaser shall award the Contract to the Bidder whose offer has been determined to be the lowest evaluated Bid. The Purchaser shall issue a Notification of Award/ Purchase Order to

the successful Bidder. Until a formal Contract is prepared and executed, the Notification of Award shall constitute a binding Contract.

## 14. Performance Security

14.1. The Supplier shall be required to furnish Performance Security of **BTN 10,000/-** in the form of cash warrant, demand draft or unconditional Bank Guarantee in the name of the *Director, Druk Holding and Investments Limited, Thimphu* issued by a financial institution enforceable in any Banks in Bhutan, which shall be furnished upon issuance of notification of the award. Performance Security shall be valid till the end of the warranty period and will be returned after the end of the warranty period.

14.2. The Performance Security shall be forfeited if the successful Bidder fails to adhere to the obligations during the contract period.

## 15. Liquidated Damage

If the Supplier fails to deliver any or all of the Goods by the date(s) of delivery or fails to perform the Related Services within the period specified in the Contract/ Purchase Order, the Purchaser shall deduct Liquidated Damages at the rate of **0.1%** per day for each day of delay to a maximum of 10% of the quoted price.

## 16. Verification and Acceptance

DHI shall carry out detailed verification and acceptance of the required items, and in case of fault, mismatching of specification or any other issues found, DHI reserves the right to reject any or all of the items without assigning any reason. It will be at the DHI's discretion to take the final decision if such a situation pertains.

## 17. Payment Terms

The payment shall be made within 30 days upon verification and acceptance by DHI, based on the receipt of the bill/invoice from the firm.

At the time of the release of payment, Tax shall be Deducted at Source [TDS] from the gross amount of bills as per the Income Tax Act of Bhutan. The Purchaser shall furnish the necessary TDS Certificate to the Bidders, issued by the Department of Revenue & Customs, RGoB.

## 18. Warranty Period

The Supplier shall provide the warranty for a period of **1 year** from the date of delivery of 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 performance security shall be used to cover the

cost of supplies not delivered or defective items not replaced or rectified.

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.

## 19. Termination

19.1. 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:

19.2. if the Supplier fails to perform any other terms and conditions specified with the Purchase Order/ Contract or exceeds the maximum amount of Liquidated Damages; and

19.3. if the Supplier fails to perform any other obligation(s) under the Purchase Order / Contract, and if the Supplier does not take any remedial action within a period of 7 days after receipt of a notice of default from the Purchaser specifying the nature of the default(s).

## 20. Governing Law

The Contract/ Purchase Order shall be governed by and interpreted in accordance with the Laws of Bhutan.

## 21. Dispute Resolution

In case of any dispute of any kind whatsoever arises between Employer and the Consultant in connection with or arising out of the Contract, the parties shall seek to resolve any such dispute or difference by mutual consultation.

However, any dispute which cannot be amicably settled between the parties, shall be referred to adjudication/ arbitration in accordance with the laws of Bhutan.

## Annexure - I: Bid Submission Form

[*The Bidder shall fill in this form in accordance with the instructions indicated. No alterations to its format shall be permitted and no substitutions shall be accepted.*]

Date : _____[*insert date of Bid submission*]
Tender No.: _____[*insert number* ]
To : _____[*insert complete name of the Purchaser*]

We, the undersigned, declare that:

a. We have examined and have no reservations about the Bidding Documents, including Addenda number:_____ [*insert the number and date of issue of each addendum*];

b. We offer to supply in conformity with the Bidding Documents and in accordance with the Schedule of Supply the following Goods and Related Services:_____ _____[insert a brief description of the Goods and Related Services];

c. The total price of our Bid, excluding any discounts offered is:_____[insert the Bid Price in words and figures, indicating the various amounts and their respective currencies];

d. The discounts offered and the methodologies for their application are:
*Discounts*. If our Bid is accepted, the following discounts shall apply:_____[*Specify in detail each discount offered and the specific item of the Schedule of Supply to which it applies.*]

*Methodology of Application of the Discounts*. The discounts shall be applied using the following methodology:_____[*Specify in detail the methodology that shall be used to apply the discounts*];

e. Our Bid shall be valid for a period of_____[*insert number*] from the date fixed for the Bid submission deadline and it shall remain binding upon us and may be accepted at any time before the expiry of that period;

f. If our Bid is accepted, we commit to provide a Performance Security in accordance with Clause 14 for the due performance of the Contract;

g. We have no conflict of interest;

h. Our firm, its affiliates or subsidiaries - including any subcontractors or suppliers for any part of the contract - has not been declared ineligible by the Purchaser under the laws or official regulations of Bhutan;

i. We have read the terms and conditions carefully, understood and agree to comply with all the clauses which are mentioned therein. In case of any breach of any condition on our part, we shall be liable for actions as per the terms and conditions of the Contract.

j. We understand that this Bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us until a formal contract is prepared and executed.

k. We understand that you are not bound to accept the lowest evaluated Bid or any other Bid that you may receive.

l. We accept the Vendor Performance Management System.

m. We have thoroughly inspected the samples of the items we have Bid for.

Signed: _____ [insert signature of person whose name and capacity are shown]

In the capacity of _____[*insert legal capacity of person signing the Bid Submission Form*]

Name: _____[*insert complete name of person signing the Bid Submission Form*]

Duly authorized to sign the bid for and on behalf of: _____ [*insert complete name of Bidder*]

Dated on _____day of _____[*insert date of signing*]

## Annexure - II: Price Schedule

| Sl.No | Item Description | Unit | Offered Brand & Country of Origin | Unit Price, DDP (BTN) |
|---|---|---|---|---|
| 1 | Tyre for Hiace Bus<br>Size: 235/65 R16<br><br>Brand: Apollo/Sailun/JK or equivalent | Nos | | |