
STANDARD BIDDING DOCUMENT



State Trading Corporation of Bhutan Ltd.

Name: Supplying, Installing and Commissioning of Diesel Generator (DG) sets

Location: Thimphu, Chukha and Phuentsholing

Supplier's Name:

Contact No.

Email address:



Bid Submission Form

To,
The General Manager,
Petroleum Division,
State Trading Corporation of Bhutan Ltd.,
Babesa, Thimphu.

Subject: Supplying, Installing and Commissioning of DG sets

Dear Sir/Madam,

I/We _____ individual/ firm herewith enclose quotation for supplying, installing and commissioning of 3 DG sets

I, the undersigned, hereby declare to the best of my knowledge and belief, this information is true and correct.

Yours faithfully,

Signature _____

Full Name _____

Designation _____

Address _____

(Authorized Representative)



Company Seal

NOTICE FOR SEALED BID

State Trading Corporation of Bhutan Ltd. invites sealed bids from eligible bidders registered as dealers/suppliers under the Department of Trade, MOEA for submitting bids for the supply, installation and commissioning of 3 DG Sets at Fuel Retail Outlets located at the following places mentioned below subject to the conditions and as per the scope of work and details provided.

1. Ramtokto, Thimphu
2. Tri-Junction of Chukha Damchu Bypass, Chukha and
3. Chamkuna, Phuentsholing.

Documents required to be submitted as part of the Quotation. The original and copy 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.
- (c) A valid Tax Clearance Certificate.
- (d) The required bid security.
- (e) Duly completed and Signed Bid form and BOQ.
- (f) Any other requirements specified in this document.

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].

Interested bidders may download the complete set of documents from the STCBL website www.stcb.bt and for any inquiries, contact **General Manager, Petroleum Division, STCBL, Thimphu.**

**General Manager,
Petroleum Division, STCBL**



BID FORM

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

- Focal Person: **General Manager, Petroleum Division, STCBL , Babesa, Thimphu**
- Telephone: **02 336181**
- Email: **mdo_suganpradhan@stcb.bt**

The Tender must be submitted to the HRAD office either at Head Office, Thimphu, or at the Regional Office in Phuentsholing by 11:00 AM, 26th October 2021. The bid shall be opened on the same day at 3:00 PM at the respective office simultaneously.

The bid shall be accompanied by a bid security/Earnest Money Deposit (EMD) of Nu. **20,000.00** in the form of cash warrant, demand draft, or unconditional Bank Guarantee with the validity of **6 months in the favour of Chief Financial Officer, STCBL Thimphu**. Any bid not accompanied by bid security shall be treated as non-responsive and rejected.

The EMD shall be the successful bidder will be retained as the security deposit till the completion of the work and shall be returned after written application. For the unsuccessful bidders, the EMD shall be returned after the awarding of the bid to the successful bidder.

The quotation by fax or by electronic means is not acceptable.

1. The quotation should be submitted as per the following instructions and in accordance with the attached Contract. The attached Terms and Conditions of Supply are 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.
 - b) **EVALUATION OF QUOTATION:** Bidders 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 price 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 the 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 the 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 **12 months** from the deadline for receipt of quotation(s).
2. The **STCBL** 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.



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3. Depending on the final requirement, the purchaser may increase or decrease the quantities of the purchase order or cancel the items.
 4. The quotation(s) will be opened in the presence of bidders or their representatives who choose to attend at the specified venue and time.
 5. The tender committee reserves the right to accept or reject the bids without assigning any reason whatsoever. In case of misunderstanding controversy or dispute with regard to the bid, the committee decision will be final and binding.
 6. The bidder whose bid is accepted will be notified of the award of the contract by the Purchaser prior to the expiration of the quotation validity period. The terms of the accepted offer shall be incorporated in the supply order (sample form attached).
 7. Normal commercial warranty/guarantee shall be applicable to the supplied goods.
 8. In case of relatively high bids, the purchaser shall negotiate the price with the suppliers and may cancel the work.
 9. Payment: 90% Payment shall be made after completion of each DG Set and 10% shall be retained for 6 months as retention money.
 10. Liquidated Damages: LD of 0.1% of the purchase order value for every day's delay will be levied subject to a maximum rate of 10%.
 11. Make of DG and Engine:
Kirloskar/Koel Green/Cummins/ Jakson/ Kohler/ Sterling Wilson/Ashok Leyland/ TMTL & Eicher.
 12. Warranty period: 1 year after successful completion of each DG set.
 13. Annual Maintenance Contract (AMC) after completion of the warranty period.
 - The supplier's technician shall visit the site at least once in three months for AMC work commencing from the date of expiry of the warranty period. During each visit, the technician will inspect the equipment and carry out preventive maintenance schedules and checks as required. The technician shall also attend to any problem of the DG set and other equipment related to the DG set. In addition, the technician will also guide to our in-charge/technician for proper maintenance of the DG set and to ensure its satisfactory performance and maintain the maintenance book.
 - AMC charges Nu.....per year valid for 2 years and shall be renewed every after 2 years at 10%.



BILL OF QUANTITY

1. Location: Ramtokto, Thimphu (Required immediately)

Sl.	Items Description	Qty	Unit	Rate (figure)	Rate (Words)	Amount
A	DG Set					
01	Supply, Installation and commissioning of 15 KVA Diesel Generator CPCB II complaint with AMF panel and Starting Cold Kit, rated 50KW, rated current 88A, no. of cylinders 2 at 1500 RPM, 3 phase and including copper earthing of 2 strip and able to withstand as per site weather condition and all accessories complete.	1	Set			
B	Other related works with materials:-					
02	Providing and supplying power cable 4 Core X 25 mm ² cable.	20	m			
03	Providing and supplying End Terminations 4 Core X 25 mm ² cable + control cabling required for DG set	1	Lot			
04	Providing and supplying HSD (Diesel) required for DG set.	50	L			
05	Providing and supplying HDPE pipes, pressure class 10kg/m ² , including HDPE fittings including trenching and refilling with selected soil and compaction. 32mm diameter.	20	M			
	TOTAL		Nu			



2. Location: Chukha, Tri Junction. (Required after completion of FRO site 6-12 months)

Sl.	Items Description	Qty	Unit	Rate (figure)	Rate (Words)	Amount
A	DG Set					
01	Supply, Installation and commissioning of 15 KVA Diesel Generator CPCB II complaint with AMF panel and Starting Cold Kit, rated 50KW, rated current 88A, no. of cylinders 2 at 1500 RPM, 3 phase and including copper earthing of 2 strip and able to withstand as per site weather condition and all accessories complete.	1	Set			
B	Other related works with materials:-					
02	Providing and supplying power cable 4 Core X 25 mm ² cable.	20	m			
03	Providing and supplying End Terminations 4 Core X 25 mm ² cable + control cabling required for DG set	1	Lot			
04	Providing and supplying HSD (Diesel) required for DG set.	50	L			
05	Providing and supplying HDPE pipes, pressure class 10kg/m ² , including HDPE fittings including trenching and refilling with selected soil and compaction. 32mm diameter.	20	M			
	TOTAL		Nu			



3. Location: Chamkuna, Phuentsholing. (Required after completion of FRO site 6-12 months)

Sl.	Items Description	Qty	Unit	Rate (figure)	Rate (Words)	Amount
A	DG Set					
01	Supply, Installation and commissioning of 15 KVA Diesel Generator CPCB II complaint with AMF panel and Starting Cold Kit, rated 50KW, rated current 88A, no. of cylinders 2 at 1500 RPM, 3 phase and including copper earthing of 2 strip and able to withstand as per site weather condition and all accessories complete.	1	Set			
B	Other related works with materials:-					
02	Providing and supplying power cable 4 Core X 25 mm ² cable.	20	m			
03	Providing and supplying End Terminations 4 Core X 25 mm ² cable + control cabling required for DG set	1	Lot			
04	Providing and supplying HSD (Diesel) required for DG set.	50	L			
05	Providing and supplying HDPE pipes, pressure class 10kg/m ² , including HDPE fittings including trenching and refilling with selected soil and compaction. 32mm diameter.	20	M			
	TOTAL		Nu			

TOTAL (1+2+3+AMC (refer clause 13) :



Terms and Conditions

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 performance security of 10% of the quoted price in the form of a cash warrant, demand draft, or unconditional Bank Guarantee issued by a financial institution located in Bhutan, which shall be furnished upon signing the contract. The performance security shall be valid till the end of the warranty period and will be returned after the end of the warranty period.
2. The supply and installation shall be completed within **30** days from the date of issue of the Purchase Order;
3. Payment of the Invoice shall be arranged by the Purchaser, within thirty (15) 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 supplier.
6. 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.
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 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;
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.



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9. In case of any dispute, it shall be dealt with as per the STCBL Procurement Manual and the governing law of Bhutan.
 10. Civil works to be constructed by STCBL for the DG Set at each location. The successful bidder shall submit the design and layout of DG set foundation detail in pdf and CAD file within 3 working days of issue of supply order.
 11. The successful bidder shall first complete the work for Ramtokto, Thimphu and then shall start at Chukha and Phuentsholing when the civil works (platform) for DG set is complete. The civil work shall be executed by STCBL.
 12. No Advance payment shall be made by the purchaser.



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

State Trading Corporation of Bhutan Ltd. (STCBL) and having its principal place of business at **Babesa Thimphu** (hereinafter called “the Purchaser”), and

[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;
 - (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.



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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]

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 any sum(s) not exceeding *[insert amount(s)]¹ 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]*,² 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]



¹ The Bank shall insert the amount(s) specified in the SCC and denominated, as specified in the SCC, either in the currency (ies) of the Contract or a freely convertible currency acceptable to the Purchaser.

² 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.