

**Royal Society for Protection of Nature**

**Post Box 325**

**Kawangjansa**

**Thimphu : Bhutan**



**Terms of Reference**

**Supply of Air-Condition equipment and Steel Almirah**

## 1. Introduction

The Royal Society for Protection of nature (RSPN), Thimphu (hereinafter referred to as “**RSPN**”) is a Public Benefit Organization registered under the Civil Society Organization Authority Act 2007 of Bhutan.

The Royal Society for Protection of Nature invites quotations from interested and eligible suppliers for supply of Air-condition and Godrej Almirah as specified under Specification.

## 2. Definitions:

- a. “**Supplier**” shall mean the successful Bidder.
- b. “**equipment**” shall mean the items in the list attached in this bid document.

## 3. Scope of work

The successful bidder shall supply and install the items at the White-bellied Heron Conservation Center (WBH-CC) at Chachey Dovan, Tsirang Dzongkhag. as specified in the list attached.

## 4. Eligible Bidders

The invitation for bids is open to all the Suppliers/Dealers holding a valid Trade License issued by Ministry of Economic Affair, Royal Government of Bhutan. Any bids unaccompanied with such license shall be rejected outright.

The bidder shall furnish the following documentary evidence;

- a. Valid Trade license
- b. Tax Clearance Certificate
- c. A record of similar task carried out in the country in the last 1 year – produce certificate from client end for the same.

## 5. Cost of Bid Document

The cost of Bid Document is **NU 200.00** (non-refundable) and the Bidder shall bear all costs associated with the preparation and delivery of its Bid to the Purchaser. The Purchaser shall in no case be responsible or liable for these costs.

## 6. Bid Submission

The Bidder shall submit the original Bid in a sealed packet clearly marked as “**AC equipment**” addressed to:

Executive Director,  
Royal Society for Protection of Nature  
Post Box No. 325  
Kawajangsa : Thimphu

Any bids received by the Purchaser after the deadline and specified time will be declared as “**LATE**” and will be returned intact to the Bidder.

## **7. Validity of Bid**

The Bidder's Bid validity period shall be 60 days.

## **8. Bid Security (EMD)**

- a. The Bid should be submitted along with Bid Security of Nu.50,000/- denominated in Ngultrum in any forms of Banker's Certified Cheque / Demand Draft /Cash Warrant favoring the Executive Director, Royal Society for Protection of Nature, Thimphu drawn on Bank of Bhutan Ltd.
- b. The Bid submitted without the Bid Security shall be rejected straight away by the Purchaser as non-responsive.
- c. The Bid Security of the successful Bidder shall be returned after the successful Bidder has signed the Contract and furnished the required Performance Security.
- d. The Bid Security shall be forfeited:
  - i. if a Bidder withdraws Bid for any reason at the time of opening of bids; or
  - ii. if a Bidder withdraws its Bid during the period of Bid validity (60 days) specified by the Bidder; or
  - iii. if the successful Bidder fails to:
    - 1) sign the Contract; or
    - 2) furnish a Performance Security

## **9. Deadline for Bid Submission**

**Day : Tuesday**  
**Date : 3<sup>rd</sup> May 2022**  
**Time : 12.00 noon**

## **10. Bid Opening**

The Purchaser shall open bids in presence of bidders' representatives who choose to attend on:

**Day : Tuesday**  
**Date : 3<sup>rd</sup> May 2022**  
**Time : 2.30 PM**  
**Venue: RSPN Head office**

## **11. Delivery of Goods**

The successful Bidder shall supply and deliver the materials **30 days** from the date of Supply Order.

## **12. Quantity & Specifications**

The successful Bidder shall supply the goods as per the attached specification and details.

## **13. Unit Price**

The Bidder shall quote the unit price of the goods in terms of CIF Thimphu, Bhutan including all the applicable taxes and duties.

#### **14. Taxes and Duties**

- a. For Goods manufactured outside Bhutan, the Supplier shall bear and pay all applicable taxes, stamp duties, license fees and other similar levies imposed outside Bhutan.
- b. For Goods manufactured within Bhutan, the Supplier shall bear and promptly pay all applicable taxes, duties, license fees and other similar levies incurred until delivery of the contracted Equipment to the Purchaser.

#### **15. Terms of Payment**

- a. The Supplier's request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, the materials delivered and upon fulfillment of all the obligations stipulated in the Contract.
- b. The Purchaser shall make payments promptly no later than thirty (30) days after the submission of verified invoice or request for payment by the Supplier, and the Purchaser has accepted it.
- c. The currencies in which payments shall be made to the Supplier under this Contract shall be those in which the Bid Price is expressed.

#### **16. Tax Deduction at Source (TDS)**

The successful Bidder shall note that TDS @ **applicable item wise** on bill value will be borne by the Bidder. The Purchaser shall issue TDS certificate.

#### **17. Bhutan Sale Tax (BST)**

The successful Bidder shall note that applicable Bhutan Sale Tax (BST) on the value will be borne by the Bidder.

#### **18. Purchaser's Right to Vary Quantities at Time of Award**

At the time the Contract is awarded, the Purchaser reserves the right to **increase (20%)** or **decrease (20%)** the quantity of the goods without any change in the unit price or other terms and conditions of the Bid and the Bidding Documents.

#### **19. Notification of Award**

- a. Prior to expiry of the period of Bid validity, the Purchaser shall notify the successful Bidder, in writing by registered Letter or Electronic Mail or Fax, that its Bid has been accepted.
- b. Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.
- c. Upon the successful Bidder furnishing the signed Contract and the Performance Security, the Purchaser shall promptly notify each unsuccessful Bidder and discharge its Bid Security.

#### **20. Contract Price**

- a. The Contract Price shall be as specified in the Contract subject to any additions

and adjustments thereto or deductions there from as may be made pursuant to the Contract.

- b. Price charged by the Supplier for the equipment supplied and the Related Services performed under the Contract shall not vary from the price quoted by the Supplier in its Bid.

## **21. Signing of Contract**

- a. The successful Bidder shall execute the Contract at RSPN Head Office, Thimphu, Bhutan.
- b. The Executive Director, RSPN, Thimphu, Bhutan shall be the Authorized Signatory to execute the Contract with the selected Bidder in accordance with the provisions of this Bid Document, and any other specific instructions issued by the Tender Committee.

## **22. Performance Security**

- a. Within fifteen (15) days after the notice of award from the Purchaser, the successful Bidder shall submit the Performance Security @ 10% of the Contract Price denominated in Ngultrum in any of the following security forms:
  - (i) Banker's Certified Cheque or
  - (ii) Cash Warrant or
  - (iii) Demand Draft.
- b. Failure by the successful Bidder to submit the above-mentioned Performance Security or to sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event the Purchaser may award the Contract to the next lowest evaluated Bidder whose offer is substantially responsive and is determined by the Purchaser to be qualified to perform the Contract satisfactorily. Such a failure shall be considered as "**Withdrawal**" and all relevant clauses shall apply.
- c. The Purchaser will retain the Performance Security for a period of 6 months with effective from the date of payment as Performance Security against defect items.
- d. If the Supplier fails to remedy any reported defect within the Warranty Period, the
- e. Purchaser shall be entitled to either encash the Performance Security or to remedy the defect at the expense of the Supplier.
- f. The Performance Security shall be discharged and returned by the Purchaser to the Supplier upon expiration of the Warranty Period.

## **23. Liquidated Damage**

The Supplier shall supply the materials within 30 days from the date of issuance of the Supply Order. Failure to supply the same within the stipulated date shall result to the deduction of penalty @ 0.01% per day from the total cost.

## **24. General Terms & Conditions**

- a. The Bidder must sign on every page of the Tender Document as an acceptance of the prescribed Terms and Conditions.
- b. The Procurement Committee shall not be bound to accept lowest quoted price and can accept or reject a Tender without assigning any reason thereof.
- c. The Bidder has to supply the materials in accordance to the Purchaser's specifications and to the Purchaser's satisfaction.

- d. The Purchaser shall award the Contract to the successful Bidder whose Bid has been determined to be appropriate.
- e. An affirmative determination will be a prerequisite for award of the Contract to the Bidder. A negative determination will result in rejection of the Bidder's Bid.
- f. The Purchaser or its representative shall have the right to inspect and/or to test the products to confirm their conformity to the specifications. If found not satisfactory, the Purchaser reserves right to reject the bidders.
- g. The price quoted by the Bidder shall remain fixed and valid for 6 months from the date of bid opening and will not be subject to variation of any account.
- h. TDS will be deducted at the time of payment at source.
- i. No advance payment shall be entertained.
- j. The final payment of your bill shall be made on satisfactory completion of our supply order. No partial payment shall be entertained.
- k. Failure to supply the equipment/goods within given stipulated time will result in imposing fine as per the procurement rules of the RGoB.

## **25. Purchaser Rights**

The Purchaser reserves the rights to;

- a. Reject any or all Bids.
- b. Waive any informality in the Bids.
- c. Accept the Bid(s) that is or are in the best interest of Purchaser.
- d. Accept other than the lowest price Bid.
- e. Cancel the Bid at any time prior to signing of contract for any reason and without any penalty.

## **26. SPECIFIC TERMS AND CONDITIONS for equipment**

- 1. The supplier must furnish the features mentioned in its detailed specifications document.
- 2. The quoted rate must include all accessories required for the equipment (s).
- 3. It should be accompanied by minimum warranty period from the date of actual delivery to this office.
- 4. The supplier must be able to provide any required maintenance service free of charge during the warranty period.
- 5. If the equipment ceases to function during the warranty period, the supplier must replace it with new set without any cost to this office.
- 6. The bidder is required to furnish the Brand Name of the equipment against each item.
- 7. The bidder (s) must include the installation charges in addition to the cost of the equipment.

**Bill of Quantity:**

<b>Particulars</b>	<b>Qty</b>	<b>Brand name</b>	<b>Made</b>	<b>Rate</b>
Air-condition machine (2 ton)	1			
Air-condition machine (1.5 ton)	1			
Steel Almirah – Large size	1			
Installation charges for AC	1			

**Name of the Bidder:**

**Signature:**

**Date:**