

Hiring of Machines for “Construction of
farm roads at Nimtola under Dorona
Gewog, Dagana Dzongkhag.”



Bidding Document for Hire of Machineries

Request for Quotation for Supply of Goods

Hiring of the following machineries:

- 1. Excavator with bucket.***
- 2. Excavator with rock breaker.***



འབྲུག་རྒྱལ་ཁབ་འབྲུག་གཞི་རྒྱུ་
ལྷན་ཁག་གི་འཕུལ་གཞི་སྒྲིལ་
མཉེན་འཇགས་ལྷན་ཁག་གི་འཕུལ་གཞི་སྒྲིལ་
Department of Local Government
Gewog Administration Dorona
Dagana.



GAD/ENG/11/2020-2021/ 654

Date: 26/01/2021

INVITATION FOR QUOTATION (IFQ)

1. The **Gewog Administration, Dorona** is pleased to invite sealed tenders from the eligible license holder for the hire of the following machineries for "Construction of farm roads at Nimtola under Dorona Gewog, Dagana Dzongkhag."

Excavator with bucket
Excavator with rock breaker

[Information on technical specifications and required quantities are attached in the bidding document]

2. A complete set of bidding document may be downloaded by any interested eligible bidders from 27th – Jan – 2021 to 05th – Feb – 2021 from the www.dagana.gov.bt or www.cdb.gov.bt
3. 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 **PRR2019 clause 5.1.7.2** and addressed to and delivered at the following address:
Your quotation in the required format should be addressed and submitted to:

The Gup,
Gewog Administration,
Dorona, Dagana.

4. The deadline for receipt of your quotation(s) by the purchaser at the indicated address is on 05th – Feb – 2021, before 11:30 AM and will be opened at 12:00AM on the same day.
5. The bid shall be accompanied by a bid security of **Nu. 15,000.00 (Ngultrum Fifteen Thousand)** only in the form of bid securing declaration as attached in the contract document having validity of **90 (Ninety) Days** from the date of the opening. Any bid not accompanied by bid security shall be treated as non-responsive.
6. Quotations by fax or by electronic means are not acceptable.
7. The quotation should be submitted as per the aforementioned instructions and in accordance with the attached contract. The attached terms and conditions of supply is an integral part of the contract.

(Suk Rai Rai)
Gup

Copy to: 9.11.21

- i. Mr. Tashi Tobgay, Assistant Engineer, Dzongkhag Administration, Dagana for information and necessary follow up.
- ii. Office copy.

a. PRICE: all prices shall be quoted in Ngultrum and **should be quoted as per the prescribed format.** The quoted price shall be inclusive of all related costs including transportation charges, taxes, duties, fuel charges and other levies for running till the completion of the assigned task. The detention charges shall not be entertained.

b. EVALUATION OF QUOTATION: offers determined to be substantially responsive to the 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, 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 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 **60 days** from the deadline for receipt of quotation(s).

2. Further information can be obtained from: *Gewog Administration, Dorona at Mobile No. 17573603/17923737 during office hour.*

3. The quotation(s) will be opened in the presence of bidders or their representatives who choose to attend at the specified venue and time.

4. 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.

5. The bidder whose bid is accepted will be notified of the award of contract by the Purchaser prior to expiration of the quotation validity period. The terms of the accepted offer shall be incorporated in

the supply order (sample form attached). **However, the work order for the execution of the work will be given as and when required by the Gewog Administration. The Gewog Administration will issue the work order, one month earlier prior to start of the work, in order to mobilize the machinery.**

6. This contract shall be valid for financial year 2020-2021.
7. Photo copy of valid fitness certificates of road worthiness, blue book, owner's ID card and valid Insurance certificate should be submitted along with the bid.
8. Hiring of machineries belonging to an employee of the same agency will not be accepted.
9. The Driver should produce a valid driving license and should be non-alcoholic with no adverse records whatsoever.
10. The Project Office will not be held responsible for any damage and repairing of the vehicle during the whole program. In any case, if misfortunes /accidents occurs, the owner is liable for any penalty or to pay compensation to the partial disablement/total disablement/or death as per the rules and regulations of RSTA. In any case, the client is not liable for such payments and penalties.
11. In case if the machines breaks down before completing the assigned time frame, the machinery owner has to replace the same at his/her own cost.
12. Successful bidder should bear the cost of fuel and daily allowance of the driver.
13. Payment will be made up on submitting the bills/ invoice every end of the month if the assigned time frame is more than 1month and after completion of the work if the work assigned time frame is less than one month.
14. If the bidder fails to comply with our terms and conditions, the security money will be forfeited and the supply order will be cancelled and will be awarded to the second lowest bidder.
15. The successful bidders should instruct your drivers to follow the project working time and should follow the instructions of the Project Engineers. Usual working time starts at 8:00 AM to 5:00 PM with lunch break of 1hour. However, if required, Overtime works have to be carried out.
16. The decision of the tender committee members will be final and binding.

Schedule of Items and Priced Quotation (bid form)

1. Construction of farm roads at Nimtola under Dorona Gewog, Dagana Dzongkhag.

SI No.	Description	Rate per day (in figure)	Rate per day (in words)
1.	Excavator with bucket (PC \geq 200)		
2.	Excavator with rock breaker (PC \geq 200)		

Signature of Bidder:	Bidders Official stamp
Name of Bidder:	
Contact No:	
Date:	

Documents required to be submitted as part of the Quotation

The original and copy(ies) of quotation submitted by the supplier shall comprise the following:

A duly completed and signed priced quotation as per the Schedule of Items and the Priced Quotation.

- (a) A valid Trade License;
- (b) A valid Tax Clearance Certificate;
- (c) The required bid security
- (d) Technical Specification of the Goods to be supplied; and
- (e) Any other requirements specified in this document

Terms and Conditions for the Services 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. **Performance security of Nu. 70, 000.00 (Ngultrum Seventy Thousand) only** in the form of valid **bank guarantee shall be submitted** within 15 days from the issue of the notification of award. Performance security shall be valid for 1 year and will be returned after the completion of the contract term.
2. Payment of the Invoice shall be arranged by the Purchaser, within thirty (30) days upon submission of original Invoice and TPN number, against the actual supplied quantities of goods as listed in the Purchase Order.
3. The quoted price shall include all transportation charges to project site and returned to original destination after completion, taxes, duties, insurance, fuel charges, daily allowance for the driver and any other costs involved and nothing extra shall be paid.
4. In case the successful bidder fails to perform the duty assigned due to whatever the reason may be during the contract period shall be replaced or repaired by the supplier at his cost. If the supplier fails to rectify and or replace, the purchaser shall do it at the cost of the supplier.
5. The supplier shall pay liquidated damages at the rate of **0.075% per day** for each day of delay to a **maximum of 10.00%** of the quoted price.
6. The client may, by written notice, terminate the contract term in whole or in part at any time for its convenience:
 - a. if the bidder fails to perform any other terms and conditions specified with the work order, or exceeds the maximum amount of liquidated damages.

- b. if the Supplier fails to perform any other obligation(s) under the contract, or
 - c. if the bidder does not take any remedial action within a period of (7) seven days after receipt of a notice of default from the client specifying the nature of the default(s), or
 - d. if the bidder, in the judgment of the client, has engaged in any corrupt or fraudulent practices in competing for or in executing the tasks under this contract; and
 - e. The bidder shall provide the warranty, as stipulated in the Quotation document, for the machines to be hired and confirm that if any faults are detected within the contract period in the services for completing the survey, the bidder shall be bound to rectify the fault or replace the vehicle as the case may be. The security deposit shall be used to cover the cost of hiring another vehicle.
7. The client **may hire the vehicle from the open market in case the supplier fails to replace/repair** within the stipulated time and release the difference amount between the quoted price & market price from the security deposit.

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

[insert complete name of Purchaser], a *[insert description of type of legal entity, for example, an agency of the Ministry 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

[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.:

This Contract

Agreement; Terms and
Conditions;

Technical Requirements (including Schedule of Supply and Technical
Specifications); The Supplier's Bid and original Price Schedules;

The Purchaser's Notification of Award of

Contract; The form of Performance Security;

The form of Bank Guarantee for Advance Payment;

[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]*

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)2 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]*,³ 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]

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.

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.

Bank Guarantee for Advance Payment

[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 number and title of bidding process]*

[bank's letterhead]

Beneficiary: *[insert legal name and address of Purchaser]*

ADVANCE PAYMENT GUARANTEE No.: *[insert Advance Payment Guarantee no.]*

We, *[insert legal name and address of bank]*, have been informed that *[insert complete name and address of Supplier]* (hereinafter called "the Supplier") has entered into Contract No. *[insert number]* dated *[insert date of Contract]* with you, for the supply of *[insert types of Goods to be delivered]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance payment is to be made against an advance payment guarantee.

At the request of the Supplier, we hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[insert amount(s) in figures and words]* upon receipt by us of your first demand in writing declaring that the Supplier is in breach of its obligation under the Contract because the Supplier used the advance payment for purposes other than toward delivery of the Goods.

It is a condition for any claim and payment under this Guarantee to be made that the advance payment referred to above must have been received by the Supplier in its account *[insert number and domicile of the account]*

This Guarantee shall remain valid and in full effect from the date of the advance payment received by the Supplier under the Contract until *[insert 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.

[Signature of authorized representative(s) of the bank]

Insert the Delivery date stipulated in the Contract Delivery Schedule. 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.

