

B I D D I N G D O C U M E N T



**Royal Government of Bhutan
Ministry of Finance**

**Dzongkhag Administration
Chhukha**

Name of the bidding document: **Hiring of excavator for landscape development under
Agriculture**

Request for Quotation

Supplier's Name:

Telephone No:

Mobile No:

Fax No:

E-mail Address:

(Signature of Supplier)



**ROYAL GOVERNMENT OF BHUTAN
DZONGKHAG ADMINISTRATION
PROCUREMENT SECTION
Chhukha Dzongkhag**



Invitation for Quotationfor (IFQ)

Project title:

1. Excavator Hiring for landscape development

Source of funding: Not applicable.

Contract Ref:- CDA/AGRI-22/2021-2022/5286

Dear Sir/Madam,

1. You are invited to submit your priced bid for the supply of the following items :
Excavator hiring for landscape development
2. The bidder(s) must quote for all items under this invitation¹. Each item shall be evaluated and the contract will be awarded to the firm offering the lowest evaluated price (sum of all the prices)
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 shall submit a copy of bid, marked “COPY”. The quotation including all documents should be sealed in an envelope as required by PRR 2019 clause 5.1.7.2.in the event of any discrepancy between original and copy, the original shall prevail. Your quotation in the required format should be addressed and submitted to:

**The,
Chairman,
Dzongakhag Tender Committee,
Chhukha.**

4. The deadline for receipt of your quotation(s) by the purchaser at the indicated address is **latest by 10:00AM on 1st April 2022** and will be opened on the same day by 10:30AM in DYT hall/conference hall.
5. Quotation by fax **is not** acceptable.
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. (Bhutanese currency) 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 as per work order.**
 - 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, 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 sum of evaluated price. 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 30days (1month) from the deadline for receipt of quotation(s).

7. Further information can be obtained from Dzongkhag Agricultural and Dzongkhag Procurement section on any working days.
8. The quotation(s) will be opened in the presence of bidders or their representatives who choose to attend at the specified venue and time.
9. The Evaluation shall be done within 5 working days from the date on opening by Evaluation Committee.
10. 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.
11. 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 as follows:

A) Qualification criteria

- I) The contract period is valid for 1 year from the date of award of contract
- II) Should have valid vehicle registration certificate issued by RSTA office
- III) Should deploy experienced driver

B) Requirement Conditions

- i) Quoted rate shall remain same for the entire contract period
- ii) No idle charges shall be made for breakdown of machine. It shall be the sole responsibility of the vehicle owner.
- iii) Expenditure incurred for the maintenance of the vehicle shall be undertaken by the owner at their cost.
- iv) Should qualify all the requirements set by RSTA pertaining to compliance and other road safety measures

C) Other terms

- i) The Dzongkhag tender committee reserves the right to reject if the service and other compliances is found unsatisfactory and forfeit the performance security.
- ii) The winning party is not allowed to sublet the providing of services to third party.

12. The successful bidder has to deposit A sum of **Nu 40,000/- (Ng. Forty thousand)** only in the form of cash warrant, demand draft or unconditional Bank Guarantee issued by a financial institution located in Bhutan, which shall be submitted before signing the contract. Performance security shall be valid till the end of warranty period and will be returned after the end of warranty period after adjustment of dues if any.
13. The Purchaser may, by written notice, terminate the contract term at any time for its convenience:
 - a. If the Supplier fails to perform any other Terms and conditions specified with the work Order or if the bidder fails to perform any other obligation(s) under the supply Order, or
 - b. If the Supplier, in the judgment of the Purchaser (Dzongkhag Administration), has engaged in any corrupt or fraudulent practices in competing for or in executing the tasks under this supply Order

. Award of Contract

1. The Purchaser will determine to its satisfaction whether the bidder selected as having submitted the lowest evaluated, responsive bid; per package basis is qualified to perform the Contract satisfactorily.
2. The determination will take in account the bidders financial, and manpower. It will be based upon an examination of the documentary evidence of the bidders qualification submitted by the bidder.
3. An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination will result in rejection of the bidder's Bid.
4. The Purchaser will award the Contract to the Bidder whose bid has been determined to be the lowest evaluated responsive Bid.

Signature of Bidder	Supplier's Official Stamp
Name of Bidder	

Excavator Hiring for landscape development

Date	
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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 *running of Dzongkhag Canteen* and has accepted a Bid by the Supplier for the contract of one year i.e. FY2015-2016.

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) The Supplier’s Bid and original Price Schedules;
 - (d) The Purchaser’s Notification of Award of Contract;
 - (e) The form of Performance Security (**Nu. 40,000/-**);
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.

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]

Bank Guarantee for Advance Payment

[The bank, as requested by the successful Bidder, shall fill in this form in accordance with the instructions indicated.]

² 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.

³ 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.

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 date⁴]*. 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(s) of authorized representative(s) of the bank]

Price schedule

SI#	ITEMS NAME	UNITS	Rates in figure	Rates in words
1	Hire charge with fuel	Per hour		
2	Hire charge without fuel	Per Hour		
3	Idle charges	Per hour		
4	Trailer charges	Per KM		

Seal and signature of bidder: