

དབང་འདུས་ཕོ་བྲང་རྫོང་གསར་བཞེངས་ལས་འགུལ།།

ནང་སྲིད་དང་སྲོལ་འཛིན་ལྷན་ཁག།

Wangduephodrang Dzong Reconstruction Project

Wangduephodrang



Bidding Document for the supply of Charcoal

INVITATIONS FOR BIDS (IFB)

1. **Wangdue Phodrang Dzong Reconstruction Project (WDRP)** invites bids from the eligible bidders for the supply of Charcoal.
2. Interested bidders having **valid trade license can** purchase the bidding document from the office of Wangdue Phodrang Dzong Reconstruction Project, during office hour from **17.03.2017 to 17.04.2017** upon payment of **Nu.500 (Non-Refundable)** in cash. The document can also be downloaded from www.wangduedzong.gov.bt, at free of cost.
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 PRR 2009 clause 5.1.7.2 and addressed to and delivered at the following address:

Project Director
Wangduephodrang Dzong Reconstruction Project
Wangduephodrang

1. The bid shall be accompanied by a bid security of **Nu. 20, 000.00 (Twenty Thousand)** only in the form of cash warrant, demand draft or unconditional Bank Guarantee having validity of 90 days from the date of opening of the bid. Any bid not accompanied by bid security shall be treated as non-responsive.
2. Bids must be delivered to Wangdue Phodrang Dzong Reconstruction Project on or before **1000 hours** on **18.04.2017** and will be opened on the same day at **1030 hours**, in the presence of the bidders who wish to attend.
3. Quotations by fax or by electronic means are **not** acceptable.
4. 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 and should be quoted as per the prescribed format. The quoted price shall be inclusive of all related costs including taxes, duties, and other levies.
 - 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 BID:** The bid shall be valid for a period of **60 days** from the deadline for receipt of sealed bid (s).
5. Further information can be obtained from: *Engineering Section, WDRP, Wangduephodrang at Telephone No.02481549 during office hour*
 6. The quotation(s) will be opened in the presence of bidders or their representatives who choose to attend at the specified venue and time.
 7. 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.
 8. 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).
 9. This contract shall be valid till 30th June 2018.
 10. 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.
 11. The decision of the tender committee members will be final and binding.

(Kinley Wangchuk)
Project Director

Schedule of Items and Priced Quotation (bid form)

Sl. No.	Description and Details (Minimum specification of goods to be supplied)	Rate per kg (in fig.)	Rate per kg. (in words)
1.	Supply of Charcoal. It should be dry without dust and moisture and free from chemical and other foreign substances.		

	Bidder's Official Stamp
Signature of bidder	
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) 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) Technical Specification of the Goods to be supplied; and
- (f) 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.50, 000.00 (Ngultrum Fifty Thousand) only** in the form of valid **unconditional 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 (15) days upon submission of original Invoice and TPN number, against the actual supplied quantities of goods as listed in the Purchase Order.
3. The materials unloaded without verification or submission of required documents will not be entertained for payment.
4. The quoted price shall include all taxes, loading charges, royalties and any other costs involved in the execution of the contract work and no extra payment shall be paid.
5. It is the responsibility of the bidder to produce all required clearances.
6. The materials will be verified and received, by the committee, only during office hours from 7.00 am to 5.00 pm (Monday to Saturday) not during Sunday and government holidays.
7. The supplier shall pay liquidated damages at the rate of **0.075% per day** for each day of delay to a **maximum of 10%** of that particular supply order amount.

8. 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;

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 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 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]

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