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**BIDDING DOCUMENT**  
**For Hiring of Machineries**



**Royal Government of Bhutan**  
**Dzongkhag Administration**  
**Wangdue Phodrang, 2021**

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## **PREFACE**

This Standard Bidding Document for the Hiring Machineries has been prepared by the Dzongkhag Administration, Wangdue Phodrang. It should be used in conjunction with the Procurement Rules and Regulations 2019.



དབལ་ཕྱན་འབྲུག་གཞི་དབང་འདུས་པོ་བླང་པོ་ལག།

**ROYAL GOVERNMENT OF BHUTAN**  
**DZONGKHAG ADMINISTRATION**  
**WANGDUE PHODRANG**



**Invitation for Quotation (IFO)**

Project title: Hiring of Machineries

Source of Funding: RGoB

To:

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Dear Sir/ Madam,

1. You are invited to submit your best rates for hiring of the following machineries: The rate should be quoted in the column provide.

Sl.	Particulars	Rate per hour in Figure	Rate per hour in words	Idle charge per hour in Figure	Idle charge per hour in words	Remarks
1	Excavator Machine PC 200 or equivalent capacity with fuel and operator (Model not less than 2015)					
2	Compressor with Jack hammer including operator and fuel (Model not less than 2015)					
3	Core drill DC 121 R with fuel and operator (Model not less than 2015)					
4	Core drill DC 120 with fuel and operator (Model not less than 2015)					
5	Rock Breaker with fuel and operator (Model not less than 2015)					
6	Tripper Truck with Fuel and Driver (Model not less than 2015)					
7	Backhoe Loader(JCB) with fuel and operator					

2. The bidder(s) may quote for any or all machineries under this invitation. Each item shall be evaluated and contract awarded separately to the firm(s) offering the lowest evaluated

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price for each machine/Item.

3. The bidder(s) shall submit one original of this document clearly marked ORIGINAL. In addition, the bidder(s) should also submit one copy marked as COPY.

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

To,

**Dasho Dzongdag,**

Dzongkhag Administration

Wangdue Phodrang

Telephone: 17846042 (Procurement Officer)/17877422(Site Engineer)

4. The deadline for receipt of your quotation(s) by the Employee at the indicated address is **17<sup>th</sup> February, 2021, 10.00am**
5. Bids must be accompanied by a bid securing declaration using the form 1.
  - i. The Bid Securing Declaration shall be valid for thirty (30) days beyond the bid validity period. In exceptional circumstances, prior to the expiration of the Bid validity period, the Employer may solicit the Bidder's consent to an extension of the Bid validity period. The request and responses shall be made in writing. The validity of Bid Securing Declaration shall be suitably extended.
  - ii. Any bid not accompanied by a Bid-Securing Declaration will be rejected.
  - iii. The Bid-Securing Declaration shall be executed:
    - a) If the Bidder withdraws the Bid after Bid opening during the period of Bid validity.
    - b) If the Bidder does not accept the correction of the Bid price as Clause per 7 (b) (iii);
    - c) In the case of a successful bidder, if the bidder fails within the specified time limit to sign the Agreement; or furnish the required Performance Security.
  - iv. In case Bid Securing Declaration is executed, the bidder shall deposit the bid security of Nu. [20,000] within 14 days from date of notification by Employer.
  - v. In case the bidder fails to comply 5 (iv), bidder shall be excluded from being eligible for Bidding or submitting Bid in any tender with the Employer for a period of two years.
6. Quotation by fax or by electronic means **is not** acceptable.
7. 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.

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- a) **PRICE:** all prices shall be quoted in Ngultrum. The quoted price shall be inclusive of all related costs including transportation of machinery to site, taxes, duties and other levies to the final place of execution.
- b) **EVALUATION OF QUOTATION:** offers determined to be substantially responsive to the machinery specified will be evaluated by comparison of their quoted prices. In evaluating the quotations, the Employee 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. if the Hiring Agent 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-2 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).
8. Further information can be obtained from: *Procurement Officer and Site Engineer at above mentioned phone numbers.*
9. Depending on the final requirement, the Employee shall place work order
10. The quotation(s) will be opened in the presence of bidders or their representatives who choose to attend at the specified venue and time. **(DYT Hall 17<sup>th</sup> February, 2021 at 10.15am BST)**
11. The Employee 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.
12. The bidder whose bid is accepted will be notified of the award of contract by the Employee prior to expiration of the quotation validity period. The terms of the accepted offer shall be incorporated in the Work Order.
13. Payment of bill will be made only upon verification by Supervisor and as per work order.

**Documents required to be submitted as part of the Quotation**

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

- (a) A duly completed and signed in every documents
- (b) A valid Trade License
- (c) A valid Tax Clearance Certificate;
- (d) A signed Bid Securing Declaration,
- (e) Any other requirements specified in this document

**Terms and Conditions for the Hiring and Payment:**

The Terms and Conditions hereinafter may only be varied with the written agreement of the Employee and no terms and conditions put forward at any time by the Hiring Agent/Hiring Agent shall form any part of the Contract.

1. The Hiring Agent shall be required to submit a performance security of 10% of the quoted price in the form of cash warrant, demand draft or unconditional Bank Guarantee issued by a financial institution located in Bhutan, which shall be furnished upon signing the contract. Performance security shall be valid till the end of liability period and will be returned after the end of liability period.
2. The Hiring Agent shall deploy machinery within 5/*Five*/ days from the date of issue of the Work Order, or the signing of the contract (if applicable);
3. Payment of the bill shall be arranged by the Employee, within thirty (30) days upon submission of original bill and TPN number, against the actual work done.
4. The operator should maintain service Log Book on daily basis and site supervisor and site shall verify the log book.
5. The quoted rate shall include transportation of machinery to the site, all taxes, duties, insurance and any other costs involved and nothing extra shall be paid.
6. Any mishaps during the execution of the work to the machinery or person shall be at the risk/cost of the Hiring Agent and the employer is not liable at any cost, whatsoever.
7. The employer may, by written notice, terminate the work Order (or Contract if applicable) in whole or in part at any time for its convenience:
  - a. if the Hiring Agent fails to perform any other Terms and conditions/obligations specified with the Work Order.
  - b. if the Hiring Agent does not take any remedial action within a period of 5(Five)

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calendar days after receipt of a notice of default from the Employee specifying the nature of the default(s), or

- c. if the Hiring Agent, in the judgment of the Purchaser, has engaged in any corrupt or fraudulent practices in competing for or in executing the tasks under this Work Order.
8. The Employee may deploy/use service of the other firms from the open market in case the Hiring Agent fails to deploy machine or machineries within the stipulated time and realise the difference amount between the quoted price & market price from the security deposit.

Signature of Hiring Agent	Hiring Agent's Official Stamp
Name of Proprietor	
Date	

**Bid-Securing Declaration**

Date: \_\_\_\_\_

IFB No.: \_\_\_\_\_

To: \_\_\_\_\_

We, the undersigned, declare that:

We understand that, according to your conditions, Bids must be supported by a Bid-Securing Declaration.

We accept that we are required to pay the bid security amount specified in the Bidding Data Sheet within 14 days of your instruction and failure to do so will automatically exclude us from being eligible for Bidding or submitting Bid in any contract with the Employer for the period of two years if we are in breach of our obligation(s) under the Bid conditions, because we:

- (a) have withdrawn our Bid during the period of Bid validity specified by the Bidder in the Form of Bid; or
- (b) having not accepted the correction of errors in accordance with the Instructions to Bidders; or
- (c) Having been notified of the acceptance of our Bid by the Employer during the period of Bid validity, (i) fail or refuse to furnish the performance security or (ii) fail or refuse to execute the Contract.

We understand this Bid-Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) thirty(30) days after the expiration of our Bid.

Signed: \_\_\_\_\_

In the capacity of \_\_\_\_\_

Name: \_\_\_\_\_

Duly authorized to sign the Bid for and on behalf of: \_\_\_\_\_

Dated on \_\_\_\_\_ day of \_\_\_\_\_ Corporate Seal (where appropriate)

Affix Legal Stamp



**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 Hiring Agent]* (hereinafter called "the Hiring Agent") 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 Hiring Agent, we hereby irrevocably undertake to pay you any sum(s) not exceeding *[insert amount(s) in figures and words]* upon receipt by us of your first demand in writing declaring the Hiring Agent 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]*, 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 Hiring Agent]*

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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 Hiring Agent]*, a corporation incorporated under the laws of *[insert: country of Hiring Agent]* and having its principal place of business at *[insert: address of Hiring Agent]* (hereinafter called “the Hiring Agent”).

WHEREAS the Employee invited Bids for certain Goods and ancillary services, viz., *[insert brief description of Goods and Services]* and has accepted a Bid by the Hiring Agent 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 Employee and the Hiring Agent, 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 Hiring Agent’s Bid and original Price Schedules;
  - (f) The Purchaser’s Notification of Award of Contract;
  - (g) The form of Performance Security;

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- (h) The form of Bank Guarantee for Advance Payment;  
(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 Employee to the Hiring Agent as hereinafter mentioned, the Hiring Agent hereby covenants with the Employee to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
5. The Employee hereby covenants to pay the Hiring Agent 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 Employee

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 Hiring Agent

Signed: *[insert signature of authorized representative(s) of the Hiring Agent]*

in the capacity of *[insert title or other appropriate designation]*

in the presence of *[insert signature]*  
*[insert identification of official witness]*