

TTIK/CS-03/2020-21/142

July 25, 2020

RE-NOTICE INVITING TENDER

TTI Khuruthang would like to invite sealed tender from the eligible Bhutanese Automobile Workshops and suppliers having valid trade license for the financial year 2020-21.

- Interested firms may download the tender documents and bidding forms from the www.ttikhuruthang.bt w.e.f. 25th July 2020.
- The tender should be submitted on or before **10:00AM** on **26th August 2020** and will be opened at **10:30 AM** on the same day.
- A lump sum EMD in the form of Demand Draft or Bank Guarantee in favour of Principal, TTI Khuruthang, Punakha, as below should be submitted along with the tender document.
- For any queries please contact at telephone number 584514/584124.

Sl.#.	Particulars	EMD
1.	Supply of Spare Parts & Maintenance of Vehicles	Nu. 20000.00
2.	Supply of Electronic Components	Nu. 15000.00

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PRINCIPAL

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འབྲུལ་རིག་ཤེས་ཡོན་ལས་ཁུངས། ལས་གཞི་གླུ་ཁག།

**TECHNICAL TRAINING INSTITUTE KHURUTHANG
PUNAKHA**

Bidding Document

For

Supply of

INFORMATION REQUIRED

Bidder's Name :.....

Postal Box No :.....

Location :.....

Trade License No. :.....

TPN No. :.....

Contact Person :.....

Landline No. :.....

Mobile No :.....

E Mail Address :.....

BoBL Account No. :.....

INSTRUCTION TO BIDDERS

This tender is a “Framework Contract” in which the supply orders will be released as and when the Institute required.

TERMS AND CONDITIONS

1. SCOPE OF BID

The Technical Training Institute Khuruthang, Punakha, (hereinafter referred to as **Purchaser**), wishes to receive bids for the “**(Supply of Spare Parts & Maintenance of Pool Vehicles and Supply of Electronic Components)**” as defined in this bidding document (hereinafter referred to as "the Goods and services"). The bidders (hereinafter referred to as **Supplier**).

All Bids are to be completed and submitted to the Purchaser in accordance with these Instructions to Bidders.

2. ELIGIBLE BIDDERS.

The invitation of Bid is open to all the licensed suppliers under the Ministry of Trade & Industry of the Royal Government of Bhutan.

3. COST OF BIDDING

The bidder shall bear all costs associated with the preparation and submission of its bid and the purchaser will in no case be responsible or liable for those costs.

4. CONTENT OF BIDDING DOCUMENTS

The goods required, bidding procedures and Contract terms & conditions are prescribed in the bidding document.

The bidders are expected to examine carefully and understand the contents of the bidding documents.

5. CLARIFICATION OF BIDDING DOCUMENTS

Prospective bidder requiring any further information or clarification of the bidding documents may notify the purchaser in writing or by E-mail at the Purchaser's address indicated in the Invitation document. The purchaser will respond to any inquiry for clarification, which it receives earlier than 5 days prior to the deadline for the submission of bids prescribed by the purchaser. The purchaser's response (including an explanation of the query) will be sent in writing to all prospective bidders.

6. AMENDMENT OF BIDDING DOCUMENTS

- 6.1 At any time prior to the deadline for submission of Bids, the purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the bidding documents by issuance of an addendum.
- 6.2 In order to afford prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the purchaser may at its discretion, extend the deadline for the submission of bids.

7. LANGUAGE OF BID

- 7.1 The bid, and all correspondence and documents, related to the bid, exchanged between the bidder and the purchaser shall be written in the Dzongkha/English.

8. DOCUMENTS COMPRISING THE BIDDING

- 8.1 The bid submitted by bidder shall comprise the following documents:
- (a) Bidder's forwarding Letter.
 - (b) Bid ToR and price schedules completed.
 - (c) Copy of Valid Trade Licence.
 - (d) Copy of Tax clearance certificate.
 - (e) Earnest Money Deposit in the form of Demand Draft.

9. BIDDING PRICES

- 9.1 The bidder shall complete the appropriate Price schedules included herein, stating the unit prices in the original downloaded form only.
- 9.2 However, ***the Bidders shall specify clearly the changes of specifications and brands if any.***
- 9.3 The rates and prices quoted by the bidder shall remain fixed for the duration of the contract period and will not be subject to variation/adjustment on any account during the validation of the contract period. ***Bid submitted with price adjustment condition and changes of ToR clauses will be rejected.***

10. CURRENCY OF BID AND PAYMENT

- 10.1 The bidder entirely in Bhutanese Ngultrum shall quote the unit rates and the prices and the payment will be made in Bhutanese Ngultrum only.

11. PERIOD OF VALIDITY OF BIDS

- 11.1 Bids shall remain valid for a period of **1 (one) year**. Commencing from the date of confirmation of Rate Intimation from bidders.

12. BID SECURITY

- 12.1 The bidder shall furnish, as part of its bid, a bid security in the amount prescribed cover page of this document.
- 12.2 The bid security shall, at the bidder's option, be in the form of Demand Draft or bank Guarantee only from a reputable bank. The Bank Guarantee should be valid for a 30 working days beyond the validity of the bid.
- 12.3 Any bid not accompanied by bid security shall be treated as non-responsive.
- 12.4 The bid security of the unsuccessful bidders will be returned promptly while awarding the bids to successful bidders.
- 12.5 The bid security amount of the successful bidder will be retained as performance security till the end of rates validity.
- 12.6 The bid security may be forfeited:
- (a) if a bidder withdraws his bids during the period of bidding validity; or
 - (b) in the case of a successful bidder fails to completes the orders within time limit refer to clause no.28.

13. FORMAT AND SIGNING OF BID

- 13.1 The bid shall be typed or written in indelible ink in the original downloaded form and shall be signed by a person or persons duly authorized to sign on behalf of the bidder. All pages of the bid where entries or amendments have been made shall be initialled by the person or persons signing the bid.
- 13.2 The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the bidder, in which such corrections shall be initialled by the person or persons signing the Bid.

14. SEALING AND MARKING OF BIDS

- 14.1 The bidder shall seal the bid document.
- 14.2 The envelope shall:
- (a) be addressed as follows:

***The Principal,
Technical Training Institute,
Post Box No. 143,
Khuruthang, Punakha.***

(b) bear the following identification

Bid for supply "***(Supply of Spare Parts & Maintenance Pool Vehicle)***".

(c) Marking "Confidential" and do not open before the deadline etc.

15. DEADLINE FOR SUBMISSION OF BIDS

- 15.1 The bids together with the required documents must be received by the purchaser at the address specified in Sub Clause 14.2 no later than **10:00AM on 26 August 2020** and shall be opened at **10.30AM** on same day.
- 15.2 The purchaser may, at his discretion, extend the deadline for submission of bids by issuing an addendum in accordance with Clause 6, in which case all rights and obligations of the purchaser and the bidders previously subject to the original deadline will thereafter be subject to the deadline as extended.
- 15.3 The bidder shall fill up the item rates in the original form itself along with catalogues, sample and brochures (if any).

16. LATE BIDS

- 16.1 Any bids reached to the purchaser after the deadline for bids submission prescribed by the purchaser will not be accepted.

17. PURCHASER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS.

- 17.1 The purchaser reserves the right to accept or reject any bid and the bidding process and reject all bids at any time prior to award of Contract.

18. CLARIFICATION OF BIDS.

To assist in the examination, evaluation and comparison of bids, the purchaser may, at its discretion, ask the bidder for a clarification of its bid. All responses to requests for clarification shall be in writing, and no change in the price or substance of the bid shall be sought, offered or permitted.

19. PRELIMINARY EXAMINATION OF BIDS.

The purchaser will examine the bids to determine whether they are completed, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.

Prior to the detailed evaluation, the Purchaser will determine the substantial responsiveness of each bid to the bidding documents. Subsequently if the item rates found ***to be relatively low or aimlessly high shall be declared as invalid*** and the next appropriate rates will be selected.

A substantially responsive bid is one which conforms to all terms and conditions of the bidding documents. A bid determined as not substantially responsive will be rejected by the purchaser and may not subsequently be made responsive by the bidder by correction of the non-conformity.

20. CONTACTING THE PURCHASER.

Subject to clause 18, no bidder shall contact the purchaser on any matter relating to its Bid, from the time of bid opening to the time the confirmation of accepted rates are intimated to the Bidders.

Any effort by a bidder to influence the purchaser in the purchaser's decisions in respect of bid evaluation, bid comparisons or award of contact will result in the rejection of the bidder's bid.

21. INSPECTION AND TESTS.

The purchaser shall inspect or test the goods to confirm their conformity to the specifications. The inspection and tests may be conducted at the point of delivery. Should any goods fail to conform to the offered specifications and brand, the purchaser will reject them, and the supplier shall replace the rejected goods in minimum of 10(ten) days.

22. DELIVERY OF GOODS.

Delivery of goods shall be executed by the supplier in accordance with the terms specified in the supply order. ***However, the Maintenance duration shall be strictly restricted to seven days from the release date of work order sent with the vehicle, which is to be repaired. We expect the work to be completed before the stipulated duration.***

23. WARRANTY

The workshop warrants to the Purchaser that the spare parts supplied repair done shall be first class in every particular case and shall be free from defects.

23.1 The workshop further warrants to the purchaser that all Spare Parts supplied will be new.

23.2 The purchaser shall promptly notify the supplier in writing shall promptly replace defective parts without cost to the purchaser.

23.3 If the supplier having been notified fails to remedy the defect(s) in accordance with the contract, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's expense.

24. PAYMENT.

Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier, if fully repaired as per the work order. No advance payment shall be entertained for the work.

25. PRICES.

Prices charged by the supplier for spare parts and services performed under the contract shall not vary from the prices quoted by the supplier in its bid.

26. EXTENSION OF THE SUPPLIER'S PERFORMANCE

Work shall be done by the supplier in accordance with the clause 22 and terms & condition of the work order.

- 26.1 No supplier will claim extension of the time limits as set forth below.
Force Majeure pursuant to clause 30

27. LIQUIDATED DAMAGES

Subject to clause 30, force majeure, if the supplier fails to deliver any or all of the service within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, **as liquidated damages a sum equivalent to Nu.0.01% per day** of quoted price of the delayed work/item(s) or part thereof delay until actual delivery, up to a maximum deduction of Nu.10% (ten percent) of price in the supply order.

- 27.1 Once the maximum is reached, the purchaser may consider termination of the contract pursuant to clause 28, Termination for default forfeiting the performance security money.
- 27.2 If the supplier fails to supply the parts/services at all or a partially shall results to the deduction **Nu.10%** of the price not supply/service as a non-supply penalty from the supplier's performance security deposit or running bills if any.
- 27.3 Should the successful bidder fail to supply the full quantity of the Spare Parts/Service as per work order shall recover, as liquidated damages, the difference between the bid rates and the actual price paid by the purchaser, for the items not supplied.

28. TERMINATION FOR DEFAULT

The purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, cancel the work order in whole or in part pursuant to clause 27.2.

- 28.1 If the supplier fails to perform any other obligation(s) under the contract and If the supplier, in either of the above circumstances, does not cure its failure within a period of 10 (ten) days after receipt of a notice of default from the purchaser specifying the nature of the default(s).

29. RESOLUTION OF DISPUTES

The purchaser and the supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the contract.

30. FORCE MAJEURE

If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

31. TAXES AND DUTIES

The work is not tax exempted and therefore, the supplier shall be entirely responsible for all taxes, duties and other such levies imposed for the purchase to be supplied or service rendered.

32. INVALID ITEM RATES

Rates for the items will be declared invalid if the rates quoted are aimlessly higher/lower and will be awarded to next lowest bidder upon confirmation to specifications.

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