

བཟོ་རིག་སློབ་སྟོན་སློབ་བཅར་དང་ཐབས་རིག་སློབ་

Technical Trainers Training and Resource Centre

འཛིགས་མེད་དབང་ཕྱུག་སློབ་མེ་སློབ་བཅར་སློབ་ཁང་།

Jigme Wangchuk Power Training Institute



Bidding Document

For supply of

1. *Package A. Training Materials (Hardware Items)*
2. *Package B. Uniform & Extension Kits*
3. *Package C. Office Stationaries, Games and Sports Items*
4. *Package D. Supply of Spare Parts and Maintenance of Vehicles*



བཟོ་རིག་སློབ་སྦྱོར་སློབ་འཇུག་ལྷན་ཁང་གི་འགན་ཁུར་ལྷན་ཁང་གི་འགན་ཁུར་ལྷན་ཁང་།
Technical Trainers Training and Resource Centre
 འཛིག་ལེ་མེད་དབང་ལྷུག་སློབ་སྦྱོར་སློབ་འཇུག་སློབ་འཇུག་ལྷན་ཁང་།
Jigme Wangchuk Power Training Institute



TTTRC/Pro 2.1.2/2023-24/60

July 21, 2023

Notice Inviting Tender

- Technical Trainers Training Resource Center, Dekiling, Sarpang invites sealed tender from eligible suppliers having valid trade license for supply of following listed items for financial year 2023-24.
- Interested bidders may download the bidding documents forms from www.jwpti.gov.bt from 22nd July,2023 to 22nd August 2023.
- Tender documents must be submitted on or before 1.00 PM, 22nd August,2023 and will be opened at same day at 2.00PM in presence of bidders who chose to attend.
- Lumsum amount of EMD in Demand Draft/Bank Guarantee in favor of Training Director, TTTRC must be submitted along with the tender document.
- For enquiries, please contact Training Director @ 77109569/Procurement @ 77785203 during office Hours.

Sl.No	For supply of	EMD	Remark
1	Package A. Training Materials	20,000.00	
2	Package B. Uniform & Extension Kits	10,000.00	
3	Package C. Office Stationaries, Games and Sports Items	10,000.00	
4	Supply of Spare Parts, maintenance of Vehicle	10,000.00	

Yonten Pelzang
 Offtg. Trg Director

P.O. Box153; Gelephu
 Telephone: General Office: 00975-77109569, Principal: 77353535.
 official Email jwpti.dekiling@gmail.com, Principal: karma.dorji@moesd.gov.bt

BIDDER'S INFORMATION

Bidder's Name :.....

Postal Box No. :.....

Location :.....

Trade License No. :.....

TPN No. :.....

Contact Person :.....

Telephone No. :.....

Mobile No :.....

E-Mail Address :.....

Account No. :.....

Instruction to Bidders

This is a “Framework Contract” in which the supply orders will be issued as and when require the items.

TERMS AND CONDITIONS

1. SCOPE OF BID

- i) The **Technical Trainers Training Resource Center/Jigme Wangchuk Power Training Institute, Dekiling** (hereinafter referred to as *Purchaser*), wishes to receive bids for the supply of “*General Package A. Training Materials (Hardware Items)*
Package B. Uniform and Extension Kits
Package C. Office Stationeries, Games and Sports items
Package D. Supply of Spare Parts, maintenance of Vehicle as defined in this bidding document (hereinafter referred to as “the Good and services”). All Bids are to be completed and submitted to the Purchaser in accordance with these Instructions to Bidders.

ii) ELIGIBLE BIDDERS.

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

2. COST OF BIDDING

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

4. CONTENT OF BIDDING DOCUMENTS

The bidding procedures, Contract terms & conditions with bidding forms are prescribed in the document. *The bidders are expected to examine carefully and understand the contents of the Terms and conditions of bidding documents.*

5. CLARIFICATION OF BIDDING DOCUMENT

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 the 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) Bid forwarding Letter.
 - (b) Bid ToR and price schedules completed.
 - (c) Copy of Valid Trade License.
 - (d) Copy of Valid Tax Clearance Certificate.
 - (e) Earnest Money Deposit.

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, *Bidders may 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, alternation of supply duration and rate validation will be treated as non responsive and will be rejected.*

10. CURRENCY OF BID AND PAYMENT

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

11. PERIOD OF VALIDITY AND VALIDATION OF RATES

- 11.1 Bids shall remain valid for a period of **1 (one) year** from the dispatch date of rate Intimation letter.
- 11.2 Rates will be validated on submission of the rate acceptances, which will be treated as bond agreement between *“Two Parties”*

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 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 while awarding the bids to successful bidders.
- 12.5 The bid security amount of the successful bidder will be retained as performance security deposit till the expiry 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 written in indelible ink in the original downloaded form only 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 initialed with seal 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 initialed 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 Training Director
Technical Trainers Training Resource Center
Post Box No.153
Dekiling, Sarpang**

(b) bear the following identification

Bid for supply of”

Package A. Training Materials (Hardware Items)

Package B. Uniform & Extension Kits

Package C. Office Stationaries, Games & Sports Items

Package D. Supply of Spare Parts, maintenance of Vehicles.

(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 **1:00PM** on **22nd August 2023** and shall be opened at **2.00PM** 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 Contact.

18. CLARIFICATION OF BIDS.

To assist in the examination, evaluation and comparison of bids, the purchase 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 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 is 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 in accordance with the terms specified in the supply order. *However, the delivery duration shall be strictly restricted to one month from the release date of Purchase order which will be sent to the suppliers. Purchaser expects the completion the supply of the goods within third week or before of the supply duration.* Supplier must acknowledge the receipt of purchase order for confirmation via e-mail or telephone to the purchaser. In case for supply of machine, equipment and tools, supplier/representative must deliver to the purchaser on verification and testing/demonstration of the items. If there are any obligations in supplied items, it will be return on the spot or notify in writing within the first week after receiving the items.

23. WARRANTY

The supplier warrants to the purchaser that the goods supplied under the contract will comply strictly with the contract, shall be first class in every particular case and shall be free from defects.

23.1 The supplier further warrants to the purchaser that all materials, equipment and supplies furnished by the supplier for the purpose of the goods will be new, merchantable of the most suitable, and fit for of any claim arising under this Warranty.

23.2 The purchaser shall promptly notify the supplier in writing shall promptly replace defective goods 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.

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

25. PRICES.

Prices charged by the supplier for goods delivered 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

Delivery of goods shall be made by the supplier in accordance with the clause 22 and terms of the supply order.

26.1 The supplier may claim extension of the time limits as set forth below. Changes in the goods ordered by the purchaser. Delay of any materials, drawings or services which are to be provided by the purchaser. Force Majeure pursuant to clause 30

26.2 The supplier shall demonstrate to the purchaser's satisfaction that it has used its best endeavors to avoid or overcome such causes for delay, and the parties will mutually agree upon remedies to mitigate or overcome such causes for delay. Notwithstanding clause 26.1, the supplier shall not be entitled to an extension of time for completion unless the supplier, at the time of such circumstances arising, immediately has notified the purchaser in writing of any delay that it may claim as caused by circumstances pursuant to clause 26.2.

27. LIQUIDATED DAMAGES

Subject to clause 30, force majeure, if the supplier fails to deliver any or all of the goods 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 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 or delayed by two weeks will be terminated the supply orders.

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 items at all or a partially shall results to the deduction of Nu.5% of the price not supply 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 purchase 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 supply order in whole or in part pursuant to clause 27.2.

28.1 If the supplier fails to deliver any or all of the goods within the time period(s) specified in the contract, or any extension thereof granted by the purchaser pursuant to clause 26.

28.2 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 procurement 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 at the purchaser's premises.

32. INVALID ITEM RATES

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

Training Director