

## Khuruthang Vocational Training Institute Punakha

KVTI/CS-03/2009-10/05

3<sup>rd</sup> July 2009

### **RE-TENDER**

The Institute would like to re-tender the following packages of training materials for the fiscal year 2009-10.

| <b>Sl.No.</b> | <b>Particulars</b>                   | <b>Cost of documents</b> | <b>EMD</b> |
|---------------|--------------------------------------|--------------------------|------------|
| 1.            | Electrical and Electronic Components | Nu. 100/-                | Nu. 8000/- |
| 2.            | Hardware, Tools and equipments       | Nu. 100/-                | Nu. 8000/- |

- Interested bidders may purchase the tender documents from the accounts section of KVTI w.e.f. 6<sup>th</sup> July 2009 or it can also be downloaded free of cost from [www.molhr.gov.bt](http://www.molhr.gov.bt)
- The tender should be submitted before 10:30AM on 20<sup>th</sup> July 2009 and will be opened at 11:00AM on the same day. Tenders downloaded from the website should be submitted with printed bidding forms.
- EMD as indicated above in the form of Demand Draft or Bank Guarantee in favour of Principal, KVTI, Punakha, should be submitted along with the tender.
- For any queries please contact Principal at telephone number 584514.

**PRINCIPAL**

## Instruction to Bidders

***This tender is for “Framework Contracting” in which, order for the supplies will be issued at different intervals depending on the needs of this institute.***

### **TERMS AND CONDITIONS**

#### **1. SCOPE OF BID**

The Khuruthang Vocational Training Institute, (hereinafter referred to as **Purchaser**), wishes to receive bids for the **supply of Training Materials (Electrical and Electronic components, Hardware, Tools & Equipments)** as defined in this bidding document (hereinafter referred to as "the Goods").

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

#### **2. ELIGIBLE BIDDERS.**

The invitation of Bid is open to all suppliers licensed 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 are prescribed in the Bidding Document.

**The bidder is expected to examine carefully 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 fax or by E-mail at the Purchaser's address indicated in the Invitation of bid. The Purchaser will respond in writing or by fax or E-mail to any request 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 or by fax to all prospective bidders who have received the Bidding Documents.

#### **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:

- (a) Bid form and Price Schedules completed.
- (b) Valid Licence copy.
- (c) Tax clearance certificate.
- (d) Earnest Money 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 form only.

- 9.2 The rates and prices quoted by the bidder shall remain fixed for the duration of the Contract and will not be subject to variation/adjustment on any account during the performance of the Contract. A bid submitted with price adjustment condition 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 Ngultrum and the payment will be made in Ngultrum only.

## **11. PERIOD OF VALIDITY OF BIDS**

- 10.1 Bids shall remain valid for a period of **12 (Twelve) months.**

## **12. BID SECURITY**

- 12.1 The bidder shall furnish, as part of its bid, a bid security in the amount prescribed by the Purchaser.
- 12.2 The bid security shall, at the bidder's option, be in the form of Demand Draft/ bank Guarantee 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 an acceptable bid security shall be rejected by the purchaser as non-responsive.
- 12.4 The bid security of the unsuccessful bidders will be returned as promptly as possible after awarding the supply order to successful bidder.

- 12.5 The bid security of the successful bidder will be returned when the bidder has signed the agreement and furnished the required performance security.
- 12.6 The bid security may be forfeited:
- (a) if a Bidder withdraws his Bidding during the period of Bidding Validity; or
  - (b) in the case of a successful Bidder, if he fails within the specific time limit to:
    - (i) furnish the required Performance Security; and
    - (ii) sign the Agreement.

### **13. FORMAT AND SIGNING OF BID**

- 13.1 The bid shall be typed or written in indelible ink in the original form itself 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 case 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 to the Purchaser at the following address

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

- (b) bear the following identification  
Bid for "**supply of Training Materials (Electrical, Hardware and Tools & Equipments)**".

### **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 **10:30AM on 20<sup>th</sup> July 2009**
- 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 and brochures (if any).

## **16. LATE BIDS**

16.1 Any Bids received by the Purchaser after the deadline for submission of Bids prescribed by the Purchaser in accordance with the Deadline for Submission of Bids clause will be declared late and rejected and returned unopened to the bidder.

## **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 to annul the bidding process and reject all Bids at any time prior to award of supply order without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for the Purchaser's action.

## **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 complete, 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 are found to be relatively low shall be also declared as invalid and the next lowest rate shall 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 sent to the respective suppliers.

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

## **21. INSPECTION AND TESTS.**

The Purchaser or its representative shall have the right to inspect and/or to test the goods to confirm their conformity to the specifications.

The inspection and tests may be conducted on the premises of the Supplier or at the point of delivery.

Should any inspected or tested goods fail to conform to the specifications, the purchaser may reject them, and the supplier shall either replace the rejected goods or make all alterations to meet the requirements of the specifications, free of cost to the Purchaser.

## **22. DELIVERY OF GOODS.**

Delivery of goods shall be made by the supplier in accordance with the terms specified in the supply order. **However, the delivery duration shall be restricted to one month from the date of placing supply order.**

## **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. 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 their intended purpose.

The purchaser shall promptly notify the supplier in writing of any claim arising under this Warranty.

Upon receipt of such notice, the supplier shall promptly repair or replace defective Goods or parts thereof, without cost to the Purchaser other than where applicable.

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 supplied as per the purchase order.

No Advance payment shall be paid 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.

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.

Delay in performance of work caused by orders issued by the Purchaser.

The Supplier shall demonstrate to the Purchaser's satisfaction that it has used its best endeavours 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 above, 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 above.

**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 0.5% per week of quoted price of the undelivered or delayed item(s) for each week or part thereof of delay until actual delivery, up to a maximum deduction of 10% (ten percent) of price in the supply order. Once the maximum is reached, the Purchaser may consider termination of the contract pursuant to clause 28, Termination for Default.

**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:

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.

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.

## **32. INVALID ITEM RATES**

Item rates will be declared invalid if the rates quoted are for different specification and will be awarded to next lowest bidder subject to conformation to our specifications.

**PRINCIPAL**