

National Development Centre for Aquaculture

Department of Livestock (DoL) Ministry of AgriculNre & Livestock (MoAL)

Royal Government of Bhutan

Gelephu: Sarpang

LIMITED ENQUIRY

NAME OF THE SERVICE: HIRING OF EXCAVATOR AND BACKHOE

CONTACT NO.: ............................................ ... ... .. .

CDB REGISTRATION NO.: .. ....

EMAIL ADDRESS:

FY 2022 ?023

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|  | **BIDDING GUIDELINES** |
| Sl.No. | **Provisions** | **Description of Item/Activity/ Provisions** |
| 1 | Scope of guidelines | i. This is the guidelines that potential bidders are required to understand toward offering competitive offers/ bids for **the contract to offer Excavator and Backhoe on Rental to the National Development Centre for Aquaculture (NDCA)** |
| 2 | Addressing of the Bid | i. Please address your bids to **“The Offtg. Program Director, NDCA,****P.O. Box 242, Gelephu, Sarpang.”**Please label your bid envelope clearly as **“Confidential: Bids for the Hiring of Excavator and Backhoe”** |
| 3 | Location of MachineryDeployment | 1. NDCA farm and (ii) NDCA water source at Mowchhu. |
| 4 | Machinery Supplying Agency | The Successful bidder as will be determined through the current competitive procedure. |
|  |  |  | i. A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. Bidders may be considered to have a conflict of interest with one or more parties in this bidding process if they: |
|  |  | (a) are associated, or have been associated in the past, with a firm or any of its affiliates which has been engaged by the Purchaser to provide consulting services for the preparation of the design, specifications and/or other documents to be used for the procurement of the Goods to be purchased pursuant to this Bidding Document, or |
| 5 | Eligibility to participate in the Invitation forBids (IFB) | (b) submit more than one Bid in this bidding process; however, this does not limit the participation of subcontractors in more than one Bid, or |
|  |  | (c) employ or otherwise engage, either déectly or through any of their affiliates, a spouse, dependent, or close relative of a public servant of the RGoB who either is employed by the NDCA or has authority over it. For the purposes of this Sub-Clause, a close relative is defined as an immediate family which includes a father, mother, brother, sister, spouse, and own children. |
|  |  | ii. Government-owned enterprises in Bhutan shall be eligible only if they can establish that they (i) are legally and financially autonomous, (ii) operate under commercial law, and (iii) are not adependent agency (directly or indirectly) of the NDCA. |

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|  |  | 1. Bidders shall provide such evidence of their continued eligibility satisfactory to the Purchaser as the Purchaser shall reasonably request.
2. All national firms deemed/ certified eligible for supply of machinery by a competent agency of the Royal Government of Bhutan (RGoB).
3. The bidder is to provide with their bid proof of eligibility, such as a valid Trade License, License for hiring machinery, or Lease Agreement for machinery hiring between competitive bidders and the authorized hiring agent with valid documents of machinery, etc.
4. A bid unaccompanied by any such eligibility document(s) may be rejected by the Tender Opening Committee (TOC) at the time of Bid

Opening. |
| 6 | Last date to submit Bid | 05.12.2022 at 10.30 am and the ‘bid will be opened on the same day at 2.30pm sharp. |
| 7 | Bid Validity Period | 45 days from the last date of bid submission. |
| 8 | Earnest Money Deposit (Bid Security) | Not required |
| 9 | Bid Conformity Checklist | The bidder must ensure that their bids are:1. Made in the Bid Form (BF) and Price Schedules Format (PSF);
2. Accompanied with the specified Earnest Money Deposit;
3. Tax clearance certificate;
4. Register book;
5. Insurance certificate;
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| 1. Roadworthy fitness certificate if applicable ;
2. Route permit if applicable ;
3. Emission test if applicable and other requested documents such as proof of eligibility;
4. Signed by the rightful authority of the bidding finn;
5. Accompanied by the Contract Agreement Form (CAF) duly signed by the rightful authority of the bidding firm;
6. Submitted to the NDCA in a sealed and signed envelope; and
7. Conform to any other criterion specified in the Bidding Guidelines.
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| 10 | Bid Submission Procedure | Bids are to be submitted in duplicates and shall be delivered by hand,courier, or registered post. The Bidder shall seal both the original and the duplicate copies of the Bid (hereinafter referred to as inner envelopes) and submit them packaged inside a single large envelope (hereinafter referred to as outer envelope). All envelopes shall be sealed with adhesive or other sealants to prevent reopening.1. The inner envelopes shall:
	1. be signed across their seals by the person authorized to sign the Bid on behalf of the Bidder; and
	2. be marked “ORIGINAL”, and “COPIES.”
2. The outer envelope shall:
3. be marked “Confidential”;
4. be addressed to the NDCA at the address provided in the Bidding Guide;
5. bear the name of the Contract as defined in the Bidding Guidelines; and
6. provide a warning not to open before the specified time and date for Bid Opening.

111. In addition to the identification required, the inner envelopes shall indicate the name and address of the Bidder, to enable the Bid to be returned unopened in case it is declared late.1V. If the outer envelope is not sealed and marked as above, the NDCA shall assume no responsibility for the misplacement or premature opening of the Bid. |
| 11 | Bid Form & Price Schedules Format | 1. Please indicate your bid/offer for the supply of the specifiedmachinery in all spaces in the BF and PSF provided along with this document **as Annexure A.**11. Bids are to be made in Bhutanese currency, i.e, Ngultrum.111. Any bid made without indicating currency will be deemed to have been made in **Ngultrum.** For example, if a bid is made as 1000 or 1000/-, the Tender Evaluation Committee (TEC) will interpret it as “Ngultrum”1000 only.IV. You have to indicate your bids compulsory in “Nu/ Hour” for the**“Hiring of Machinery”;** The TEC will make the best selection.v. The decision of the TEC will be final and binding. |
| 12 | Opening of Bids | 1. All bids received will be opened at the specified time and place. Changes if any shall be communicated to all bidders in advance.
2. All bidders are invited to the bid opening session at the specified time and place.
3. Bidders, their representatives, and other attendees at the Bid Opening shall not be permitted to approach any members of the Bid Opening Committee or any RGoB officials.

1V. The invitation to the bid opening session does not automatically translate into an invitation to the bid evaluation session. |
|  |  | 1. The NDCA shall evaluate each Bid that has been determined, up tothis stage of the evaluation, to be substantially responsive.11. The bid/offer which has been determined to be the lowest evaluated Bid and is substantially responsive to the provisions of the Bidding Guidelines will be selected as the successful bidder.111. In the course of evaluating the received bids, a designated member of |

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|  |  | the TEC may communicate in writing with any or all bidders to seek clarifications concerning their bids.iv. However, in the course of bid evaluation, the TEC may enforceadditional criteria to ensure that the most attractive bid is selected as the successful one in the most transparent and fair manner. |
| 14 | Annulment of Bids | 1. National Development Centre for Aquaculture (NDCA), Departmentof Livestock (DoL), Ministry of Agriculture and Livestock (MoAL), Royal Government of Bhutan (RGoB) reserves the right to annul the entire bidding procedure and float a renewed IFB without incurringthe liability to offer any explanation to anyone. |
| 15 | Amendment of Bidding Guidelines (Issue of addendum) | 1. At any time up to one week before the Bid Submission deadline, the

NDCA may issue an addendum to the Bidding Guidelines.1. This may be done either on the NDCA’s own initiative or in response to a clarification request from a prospective Bidder.

ii1. Any addendum thus issued shall be part of the Bidding Documents and shall be communicated in writing to all who have obtained the Bidding Documents directly from the NDCA. The such addendum shall be binding on the prospective Bidders and shall require that prospective Bidders confirm receipt of it before the time established for the opening of Bids.IV. The NDCA may, at its discretion, extend the deadline for submission of Bids to allow prospective Bidders reasonable time in which to takethe addendum into account in the preparation of their Bids. |
|  |  | The bidder must submit their bid with the Contract Agreement**“Annexure B”** duly sealed and signed by the rightful authority of the bidding firm.ii. After the bid evaluation is complete, upon the recommendations of“ the TEC, the Chairman of the Tender Awarding Committee (TAC) shall also put their signature on the signed CAF of the successful |
| 16 | Contract Agreement Form | bidder.ii1. Only after the steps i and ii above are complete shall it be considered that the NDCA, DoL, MoAF, RGoB, and the successful bidder have legally entered into a contract for the Hiring of Machinery: (i) To Excavate Fish Ponds at NDCA premises and (ii) Maintenance of NDCA water source at Mowchhu at Gelephu under SarpangDzongkhag. |
|  |  | i. The contract for the **“Hiring of Excavator and Backhoe to the****NDCA”** will be for 12 months (One year). |
| 17 | Contract Validity Period | ii. The bidders are advised to note that if work requires suspension due to unfavorable weather conditions or any other unfavorable circumstances, such as heavy rainfall, the duration for which the work remains suspended shall NOT be deducted from the Contract Validity Period. |
| IS | Performance Security | 1. Before the issuance of a work/ hire order, the successful bidder willbe required to deposit a Performance Security Deposit (PSD) of an amount calculated approximately to be 10 % of the value of the work/ hire order.11. Failure by the successful bidder to deposit the PSD within the stipulated time will result in the forfeiture of their EMD and the |

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|  | annulment of theé contract with the NDCA.**111.** If the **EMD** of the successful bidder happens to be greater than the calculated PSD, a PSD will not have to be deposited. The EMD will be retained with the NDCA in lieu of the PSD until the completion of contract term.iv. In this document, the successful bidder is being referred to as successful contractor only after they have successfully deposited the PSD. |
| 19 Cost of Machinerymaintenance & up keep | i. The entire cost of maintaining/ repairing/ up-keeping of machineryshall be borne by the successful contractor. |
| 20 Cost of fooding/logistics of machinery operators and mechanics | 1. The entire cost of providing food, lodge, and other logistic items tomachinery operators and mechanics shall be borne by the successful contractor. |
| 21 Mode of hiring machinery | 1. The excavators and JCB shall be hired on an active hourly basis.ii. However, during instances when work has to be suspended abruptly before a day of the average of 8 hours is complete due to unfavorable conditions caused by weather or any other agents, machinery engagement will be calculated on an active hourly basis and payments will be made accordingly.111. Supplier shall supply machinery within one week from the date of issuing the work order for fish pond excavations.1V. Successful contractors must provide machinery immediately/within one hour of instructions from site supervisors to deploy machinery for water source maintenance at Mauchhu or any emergency works of NDCA. |
| Advance Payment | No Advance Payment will be made to the successful contractor. |
| 23 Mode of fish pond excavation/water source maintenance | 1. Fish pond excavation/water source maintenance work is to be donestrictly under the guidance of NDCA site supervisors.11. The successful contractor must ensure that machinery operators are experienced and provide full cooperation in carrying out fish pond excavation/water source maintenance work.1i1. The site supervising officials shall issue fish pond excavation/water source maintenance work instructions.iv. At the end of every day, the site supervising officials shall duly verify the active working hours/ duration for which machinery was utilized. |
| 24 | Temporary/ Forced S f work | 1. The bidders are advised to note that fish pond excavation/watersource maintenance work may be temporarily suspended if unfavorable weather conditions like heavy rainfall or any other unfavorable conditions make it impossible for work to continue.Temporary suspension may last for any duration, from a day or two to a few months.iii. No payments for machinery will be made for the duration of work suspension.1. The successful contractor may however choose to deploy their machinery to any other activities, private or otherwise, during the period of fish pond excavation/water source maintenance work suspension.
2. However, as soon as conditions become favorable for fish pond
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|  |  | excavation/water source maintenance, a work order/verbal instructions Aom site supervisors to resume work will be issued upon which the successful contractor must provide machinery immediately for water source maintenance or any emergency cases related to above works. |
| 25 | Penalty for delay in providing machinery | For normal activities: Be it during the initial hire order or after atemporary suspension of work, if the contractor fails to provide machinery after one week from the issuing of the work/ hée order, a penalty of 1% of the Performance Security Deposit per day shall be imposed on the contractor, subject to a maximum delay of 10 days.1. For emergency activities' : If the contractor fails to provide machinery after one hour from the issuing of verbal instructions from site supervisors to deploy machinery, a penalty of 1% of the Performance Security Deposit shall be imposed on the contractor for every one- hour delay in providing machinery, subject to a maximum delay of 10 hours.
2. Penalty as above shall be imposed for 10 days in the case of (i) and 10 hours in the case of (ii) above at the end of which if the contractor still fails to provide machinery, whatever remains, after deducting preceding delay’s penalty, of the contractor’s Performance Security Deposit shall be forfeited to the NDCA. Further, in such an instance, the NDCA may (i) terminate the contract with the contractor or (ii) award to the second lowest potential bidder or (iii) hire a new contractor through re-tendering.
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|  |  | Please direct any valid queries regarding the Bidding Guidelines to:1. Mr. Drukpola, Offtg. Program Director of the NDCA @ 06251200 or 17700180; or
2. Mr. Sonam Tshewang, Sr. Post Production Officer of the NDCA @ 06251200 or 17717094.
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| 27 | Clarification on the Bidding Document | 11. Please be advised that queries with the motive to entice any employee of the NDCA into any form of corrupt practice shall be viewed seriously and the concerned bidder shall be disqualified Aoili participating in the bidding process. |
| 28 | Settlement of Disputes | 1. For whatsoever reason if the NDCA and the bidder/ successfulbidder/successful contractor get into a dispute regarding the contract to **Hire Escavator and Backhoe to the National NDCA,** the dispute shall be treated as follows for arbitration:1. An attempt to resolve disputes shall first be made by the NDCA management and the bidder/ successful bidder/ successful contractor;
2. If the dispute cannot be solved in (a) above, it shall then be submitted to the DoL, MoAL, for arbitration;
3. If the dispute still remains unresolved after (b), it shall be submitted to a Court of Law for arbitration.
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*he* ***NDCA*** *include off hours (before 8 am and after 5 pm on all days) water source/fi.mli*

*ther unfore.seen activitie.s.*

Annexure A: Bid Form and Price Schedules Format

\*\*\* Please indicate your bid(s) in the spaces provided in the table below.

**(All** the eligible bidders have to compulsorily quote in the spaces of the three columns provided below i.e. Nu/ **Hour)**

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| SI.No | Items/ Particulars | Bidder’s Specification of Machinery | Rate per Hour (Nu) |
| With fuel + **transportation** to the site | With fuel excludingtransportation | Without fuel as wellas transportation |
| l | Hiring of Excavator |  |  |  |  |
| 2 | Hiring of Backhoe |  |  |  |  |

\*\*\* For Excavator and backhoe, please provide specifications in the spaces above. For example, mention whether the excavator is PC200LC-8 (Komatsu), EC220D (Volvo), SK170LC (Kobelco), etc.



8

Suppler’s/ **Bidder’s** witness **name:**

Supplier’s/ **Bidder’s** Witness **Signature:**

**Witness Citizenship Identity Card Number** (please provide a copy of the **CID):**

fFor **Procuring** Agencv’s Use)

In awarding the contract to as per the Bid

Form & Price Schedule Form, I, on behalf **NDCA** hereby put my signature to this document. Having done so, the NDCA and the firm above have now formally entered into a contract for the activity described in provision #1 titled “Contract Title” of the **BIDDING GUIDELINES.** On the basis of the firm’s authorized sigfiatory’s sign above, the **NDCA** shall hereafter hold the firm above responsible to honor their obligation by executing the contract activities as described in/ and with complete adherence to the provisions of the **BIDDING GUIDELINES.**

This contract for **FORMULATED FISH FEEDS AND FISH FEED INGREDIENTS** between

. ..... .. . ... .. . . . . . .. .. .. .. .......... . .. . .......... . . . . . . .. ... . . .... . . ... .. .. . . . . .. ...... . and the NDCA comes into effect on and is valid till .

On behalf of the NDCA,

# PROGRAM DIRECTOR

10

# Annexure B: Contract Agreement Form

CONTRACT AGREEMENT

We have fully understood the stipulations/provisions/terms and conditions in the **BIDDING GUIDELINES,**

and have done our best to make our bids conform to them. If we are selected to supply

to **National Development Centre for Aquaculture (NDCA), Gelephu under the Department of Livestock (DoL) of Ministry of Agriculture and Livestock (MoAL)** for which we have offered our best bids in the Bid form & Price Schedule Form, I, on behalf of the bidding firm, hereby undertake to respect and strictly abide by the stipulations/provisions/terms and conditions of the contract, for which this would be the **AGREEMENT** once the **NDCA’s Tender Award Committee Chairman** puts their signature on it. I also understand that in putting my signature on this document, 1 am only expressing the willingness of my firm to enter into a contract for the .. . .. . .. ... . . . . .. . . .. .. . ... .. . .. ..........................................................................and that this document ***SHALL***

***NOT*** become **a *CONTRACT AGREEMENT*** until the **NDCA’s Tender Award Committee Chairman** put their signature to it. However, once the **NDCA’s Tender Award Committee Chairman** puts their signature to this document below, my firm shall have automatically entered into a formal contract with the procuring agency, the NDCA, on the strength of my signature put below, and shall be obligated to execute the contract activity within the confines of the stipulations/provision/terms and conditions of the Bidding Guidelines and its annexure.

On behalf of . . . .... .. . . . . .. . . . . . . . .. . . . .. . .. . . . .. .. . . . ... .. . . .. . . . . . . . . ....... . ..... (bidding firm’s name and address), I

put my signature on this document hereunder on this date................ . . . .. . . ...... . .. . .. . .. . . .. .. . . .. . . .. ... .. . .. . .

# Supplier’s/ Bidder’s name: Supplier’s/ Bidder’s signature:

(Affix Legal Starrlp)

9