

Royal Society for Protection of Nature

Post Box 325

Kawangjangsa

Thimphu : Bhutan



Terms of Reference

Construction of aviaries and fishponds at the White-bellied Heron

Conservation Center (WBH-CC), Chachey dovan, Tsirang

Dzongkhag

1. Introduction

The Royal Society for Protection of Nature (RSPN), Thimphu (hereinafter referred to as “**RSPN**”) is a Public Benefit Organization registered under the Civil Society Organization Authority Act 2007 of Bhutan.

The Royal Society for Protection of Nature invites quotations from interested and eligible construction firms for the construction of aviaries and fishponds.

2. Definitions:

- a. “**Contractor**” shall mean the successful Construction Firm.
- b. “**Construction of aviaries and fishponds**” shall mean the items in the list attached to this bid document.

3. Scope of work

The successful bidder shall execute the construction works as in the Bill of Quantity attached.

4. Eligible Bidders

The invitation for bids is open to all the eligible firms holding a valid Trade License issued by Ministry of Economic Affairs, Royal Government of Bhutan. Any bids unaccompanied with such license shall be rejected outright.

The bidder shall furnish the following documentary evidence;

- a. Valid Trade license
- b. Tax Clearance Certificate
- c. A record of a similar task carried out in the country in the past – produce a certificate from the client end for the same (if any).

5. Cost of Bid Document

The cost of Bid Document is **NU 200.00** (non-refundable) and the Bidder shall bear all costs associated with the preparation and delivery of its Bid to RSPN. The RSPN shall in no case be responsible or liable for these costs.

6. Bid Submission

The Bidder shall submit the original Bid in a sealed packet clearly marked as “**Construction of Aviaries and fishponds**” addressed to:

Executive Director,
Royal Society for Protection of Nature
Post Box No. 325
Kawajangsa : Thimphu

Any bids received by the Purchaser after the deadline and specified time will be declared as “**LATE**” and will be returned intact to the Bidder.

7. Validity of Bid

The Bidder's Bid validity period shall be 60 days.

8. Bid Security (EMD)

- a. The Bid should be submitted along with Bid Security of 2% of the bid amount denominated in Ngultrum in any form of Banker's Certified Cheque / Demand Draft /Cash Warrant favoring the **Executive Director, Royal Society for Protection of Nature, Thimphu** drawn on Bank of Bhutan Ltd.
- b. The Bid submitted without the Bid Security shall be rejected straight away by RSPN as non-responsive.
- c. The Bid Security of the successful Bidder shall be returned after the successful Bidder has signed the Contract and furnished the required Performance Security.
- d. The Bid Security shall be forfeited:
 - i. if a Bidder withdraws Bid for any reason at the time of opening of bids; or
 - ii. if a Bidder withdraws its Bid during the period of Bid validity (60 days) specified by the Bidder; or
 - iii. if the successful Bidder fails to:
 - 1) sign the Contract; or
 - 2) furnish a Performance Security

9. Deadline for Bid Submission

Day : Monday
Date : 26th September 2022
Time : 12.00 noon

10. Bid Opening

The RSPN shall open bids in presence of bidders' representatives who choose to attend on:

Day : Monday
Date : 26th September 2021
Time : 2.30 PM
Venue: RSPN Head office

11. Completion of the Work(s)

The successful Bidder shall execute the work within 12 months from the date of the Work Order.

12. Quantity & Specifications

The successful Bidder shall execute the work(s) as per the attached specification and details.

13. Unit Price

The Bidder shall quote the unit price of each item in terms of CIF Tsirang, Bhutan including all the applicable taxes and duties.

14. Taxes and Duties

- a. For Goods manufactured outside Bhutan, the Contractor shall bear and pay all applicable taxes, stamp duties, license fees and other similar levies imposed outside Bhutan.
- b. For Goods manufactured within Bhutan, the Contractor shall bear and promptly pay all applicable taxes, duties, license fees and other similar levies incurred until delivery of the works is complete.

15. Terms of Payment

- a. The Contractor's request for payment shall be made to RSPN in writing, following a schedule of payment prepared before execution of the work upon fulfillment of all the obligations stipulated in the Contract.
- b. The RSPN shall make payments promptly no later than thirty (30) days after the submission of a verified request for payment by the Contractor, and RSPN has accepted it.
- c. The currencies in which payments shall be made to the Supplier under this Contract shall be those in which the Bid Price is expressed.

16. Tax Deduction at Source (TDS)

The successful Bidder shall note that TDS @ **applicable item-wise** on bill value will be borne by the Bidder. RSPN shall issue TDS certificate.

17. Bhutan Sale Tax (BST)

The successful Bidder shall note that applicable Bhutan Sale Tax (BST) on the value will be borne by the Bidder.

18. RSPN's Right to Vary Quantities at Time of Award

At the time the Contract is awarded, RSPN reserves the right to **increase (20%)** or **decrease (20%)** the quantity of the work without any change in the unit BoQ or other terms and conditions of the Bid and the Bidding Documents.

19. Notification of Award

- a. Prior to the expiry of the period of Bid validity, RSPN shall notify the successful Bidder, in writing by registered letter or Electronic Mail or Fax, that its Bid has been accepted.
- b. Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.
- c. Upon the successful Bidder furnishing the signed Contract and the Performance Security, the RSPN shall promptly notify each unsuccessful Bidder and discharge its Bid Security.

20. Contract Price

- a. The Contract Price shall be as specified in the Contract subject to any additions and adjustments thereto or deductions therefrom as may be made pursuant to the Contract.
- b. Price charged by the Contractor for the work and the Related Services performed under the Contract shall not vary from the price quoted by the Contractor in its Bid.

21. Signing of Contract

- a. The successful Bidder shall execute the Contract at RSPN Head Office, Thimphu, Bhutan.
- b. The Executive Director, RSPN, Thimphu, Bhutan shall be the Authorized Signatory to execute the Contract with the selected Bidder in accordance with the provisions of this Bid Document, and any other specific instructions issued by the Tender Committee.

22. Performance Security

- a. Within fifteen (15) days after the notice of award from the Purchaser, the successful Bidder shall submit the Performance Security @ **10%** of the Contract Price denominated in Ngultrum in any of the following security forms:
 - (i) Banker's Certified Cheque or
 - (ii) Cash Warrant or
 - (iii) Demand Draft.
- b. Failure by the successful Bidder to submit the above-mentioned Performance Security or to sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event, RSPN may award the Contract to the next lowest evaluated Bidder whose offer is substantially responsive and is determined by RSPN to be qualified to perform the Contract satisfactorily. Such a failure shall be considered as "**Withdrawal**" and all relevant clauses shall apply.
- c. RSPN will retain the Performance Security for a period of **6** months with effect from the date of payment as Performance Security against defect items.
- d. If the Contractor fails to remedy any reported defect within the Warranty Period, the RSPN shall be entitled to either encash the Performance Security or to remedy the defect at the expense of the Contractor.
- e. The Performance Security shall be discharged and returned by RSPN to the Contractor upon expiration of the Warranty Period.

23. Liquidated Damage

The Contractor shall execute the work(s) within 12 months from the date of issuance of the Work Order. Failure to execute the same within the stipulated date shall result to the deduction of penalty @ **0.1%** per day from the total cost.

24. General Terms & Conditions

- a. The Bidder must sign on every page of the Tender Document as an acceptance of the prescribed Terms and Conditions.
- b. The Procurement Committee shall not be bound to accept lowest quoted price and can accept or reject a Tender without assigning any reason thereof.
- c. The Contractor shall complete the work(s) in accordance to RSPN's specifications and satisfaction.
- d. RSPN shall award the Contract to the successful Bidder whose Bid has been determined to be appropriate.
- e. An affirmative determination will be a prerequisite for award of the Contract to the Bidder. A negative determination will result in rejection of the Bidder's Bid.

- f. RSPN or its representative shall have the right to inspect and/or to test the products to confirm their conformity to the specifications. If found not satisfactory, RSPN reserves the right to reject the bidders.
- g. The price quoted by the Bidder shall remain fixed and valid for 12 months from the date of bid opening and will not be subject to variation of any account. However, any variation not exceeding or receding 20% of the initial cost of the project must be agreed and approved by RSPN prior to execution of the work.
- h. TDS will be deducted at the time of payment at source.
- i. Advance payment shall be entertained subject to schedule of payment.
- j. The final payment of your bill shall be made on satisfactory completion of the Work.
- k. Failure to complete the work(s) within given stipulated time will result in imposing fine as per the procurement rules of the RGoB.

25. RSPN's Rights

The RSPN reserves the rights to;

- a. Reject any or all Bids.
- b. Waive any informality in the Bids.
- c. Accept the Bid(s) that is or are in the best interest of RSPN.
- d. Accept other than the lowest price Bid.
- e. Cancel the Bid at any time prior to signing of contract for any reason and without any penalty.