

Natural Resources Development Corporation Limited
Zhonggar Regional Office



Bidding document for hiring of machineries for extraction, collection and loading of sand and boulders under various locations under Zhonggar Region, NRDCL, Monggar



Bidding document for hiring of machineries for extraction, collection and loading of sand and boulders from various locations under Zhonggar Region, NRDCL, Monggar

Contents

NOTICE INVITING QUOTATION (NIQ).....	3
SECTION I - INSTRUCTION TO BIDDERS (ITB).....	4
SECTION II - BIDDING FORMS.....	9
Form – 1: Statement of Compliance.....	9
Form – 2: Price Schedule Forms	10
Form – 3: Deviation Schedule.....	10
Form – 4: Performance Evaluation System Acceptance Form	12
SECTION III- GENERAL CONDITIONS OF CONTRACT.....	13
SECTION IV: TECHNICAL SPECIFICATIONS.....	18
SECTION V – PERFORMANCE EVALUATION SYSTEM.....	19

Bidding document for hiring of machineries for extraction, collection and loading of sand and boulders from various locations under Zhonggar Region, NRDCL, Monggar

NOTICE INVITING QUOTATION (NIQ)

1. The *Natural Resources Development Corporation Limited (NRDCL), Zhonggar Regional Office* is pleased to invite bids from the eligible bidders having valid **Hiring License issued by Ministry of Industry, Commerce and Employment (MoICE) for Hiring of machineries for extraction, collection and loading of sand and boulders from various locations under Zhonggar Region, NRDCL, Monggar** as per the scope of works mentioned hereinafter.
2. Quotation be addressed to the Regional Manager Zhonggar Region, NRDCL and shall be submitted in the prescribed format, which can be purchased on payment of Nu.500/- (non-refundable) from the Office of the Zhonggar Regional Office NRDCL Mongar on any working days from **11/12/2023 till 29/12/2023** or can be downloaded from NRDCL website(www.nrdcl.bt) for free. The Sealed envelope should be super scribed as **"Hiring of machineries for extraction, collection and loading of sand and boulders from various locations under Zhonggar Region, NRDCL, Monggar"**.
3. Detailed specifications, scope of work and terms and conditions of services are given in the Bidding Documents, which are available at the address given below as per the following schedule:

NIQ No.	:	NRDCL/ZONG/PROD-05/2023/649
Last date for Bid submission& time	:	29/12/2023 on or before 11:00 AM
Bid opening date & time	:	29/12/2023 at 11:30 AM

3. All Bids must be accompanied by Bid Security for an amount of BTN 15,000.00 (fifteen thousand) in the form of Demand Draft/Cash Warrant/Bank Guarantee, issued by any Financial Institution in Bhutan and shall remain valid till **31/05/2024**. Bids not accompanied with an acceptable Bid security as specified in Bidding Documents or Bids accompanied with Bid Security of inadequate value and validity shall be rejected by the Company at the time of the opening.
4. You are requested to submit your most competitive offer in line with the instructions given in the Bidding Document in a sealed envelope with the following details:

NIQ No. _____
Bid Submission date _____
Brief description of the services _____
Bidder's Name _____

5. Offers must be addressed to:
The Regional Manager
Zhonggar Region
NRDCL, Monggar

6. Contact Personnel:

Interested bidders may contact the following Official for any clarification:

Name : Mr. Yeshe Wangchuk
Designation: Asst. Production & Sales Manager
Phone No. 04-641165, E-mail: zhonggar@nrdcl.bt.

Bidding document for hiring of machineries for extraction, collection and loading of sand and boulders from various locations under Zhonggar Region, NRDCL, Monggar

SECTION I - INSTRUCTION TO BIDDERS (ITB)

1. Site Visit

- 1.1. The Bidder, at the Bidder's own responsibility and risk, is encouraged to visit and examine the Site to obtain all information that may be necessary for preparing the Bid. The costs of visiting the Site shall be at the Bidder's own expense.

2. Clarification on Bidding Document

- 3.1. The Bidder shall examine the Bidding Documents thoroughly, Bidder may request clarification promptly. Any clarification on Bidding Documents may be notified to the Company in writing, not later than 5 days from the submission of the bid.

4. Amendment of Bidding Documents

- 4.1. At any time prior to the deadline for submission of bids, the Company may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Biding Document through an Addendum.
- 4.2. The Addendum, if any shall be available for downloading from the Company's website by prospective Bidders. The Company may, at its discretion, extend the deadline for bid submission, if the Bidders are expected to require additional time in which to take the Addendum into account in preparation of their bid or for any other reason.

5. Modification and Withdrawal of Bids

- 5.1. No bid can be modified subsequent to the deadline for submission of bids.
- 5.2. No bid shall be allowed to withdraw after opening of the bidding documents however, the prospect bidders can withdraw his/her bid before opening of the bid with an application addressing to Regional Manager, Zhonggar Region stating for withdrawal.

6. Price Schedule

- 6.1. Price shall be quoted in accordance with Bidding ***Form 2: Price Schedule Form***.
- 6.2. Price quoted by the Successful Bidder must remain firm during the entire period of performance of the Contract and is not subject to variation.

7. Period of Validity of Bids

- 7.1. Bids shall remain valid for a period 30 days, i.e., till 31st January 2024. A bid valid for a shorter period shall be rejected by the Company as non-responsive.
- 7.2. As required, the Company may request bidders to extend the period of validity of their bids. However, a bidder may refuse the request to extend the validity of its bids without forfeiting its bid security. A bidder granting request shall not be required or permitted to modify its bids.

Bidding document for hiring of machineries for extraction, collection and loading of sand and boulders from various locations under Zhonggar Region, NRDCL, Monggar

7. Currency of Bid

7.1. The unit rates and prices quoted by the Bidder, should be in BTN only.

8. Bid Security

8.1. The Bidder shall furnish, as part of its bid, bid security denominated in the currency and in the amount of Nu. 15,000.00 (fifteen thousand) valid upto 31/05/2024. The Bid Security shall be submitted in the form of an irrevocable bank guarantee /cash warrant/demand draft payable to the Company issued by any Financial Institution of Bhutan.

8.2. The bid security shall be forfeited if a bidder withdraws its bid during the period of bid validity or if the selected Service-Provider fails to sign the Contract in accordance with **ITB 17: Signing of Contract**.

8.3. Immediately after the award of contract, the bid security of all the unsuccessful bidders, shall be returned within fifteen (15) working days of the award of contract/Work Order.

8.4. The bid security of the successful bidder shall be returned immediately after signing of contract/issue of Work Order or adjusted with performance security.

9. Signing of Bids

9.1. The Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person who is duly authorized by the Bidder, holding a Power of Attorney, with an official seal.

10. Submission of Bids

10.1. The bidder(s) shall submit one original bid clearly marked ORIGINAL. In addition, the bidder(s) should also submit one copy marked as COPY. The bid including all documents should be duly filled, signed and sealed in an envelope and addressed to and delivered at the following address, *The Regional Manager, Zhonggar Region, NRDCL, Monggar*.

10.2. The submission of Bid(s) by electronic means is not acceptable.

10.3. The bidding documents shall be available for download (free) from the NRDCL website www.nrdcl.bt or printed copies shall be also available from the Regional Office, Zhonggar upon payment of Nu. 500.00 (Non-Refundable).

10.4. The envelope should be super-scripted with **"Hiring of machineries for extraction, collection and loading of sand and boulders from various locations under Zhonggar Region, NRDCL Monggar"**.

10.5. Copy of valid license and tax clearance certificate, tax exemption certificate/approval (only in case of any tax exemptions) and any other relevant documents must be attached along with the bid documents. The original document must be produced during the bid opening and evaluation time, based on the demands of the bid opening/evaluation committee members.

10.6. Copy of the blue book for declaring proof of ownership/agreement for engagement if not owned.

Bidding document for hiring of machineries for extraction, collection and loading of sand and boulders from various locations under Zhonggar Region, NRDCL, Monggar

10.7. Bid security should be submitted in separate envelope inside the main envelop.

10.8. The bidding documents shall also comprise of the Integrity Pact to be duly signed by the concerned bidder (s) with legal stamp.

11. Opening of Bid

11.1. The bid(s) will be opened in the presence of bidders or their representatives who choose to attend at the NRDCL Zhonggar Regional Office on 29/12/2023 at 11:30 AM. In case due date of the opening of the bid falls on non-working days, the opening of the bid shall be on next working day at the same time.

12. Bid Evaluation

12.1. Bids determined to be substantially responsive to the technical specifications and commercial conditions will be evaluated applying the evaluation criteria, sub criteria and points system specified in the ITB. In evaluating the bids, the Company will determine for each bids the evaluated score. Correction for any arithmetical errors shall be done as follows:

- a. where there is a discrepancy between amounts in figures and in words, the amount in words will govern;
- b. where there is discrepancy between the unit rate and the line-item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted shall govern unless in the opinion of the Company there is an obviously gross misplacement of the decimal point in the unit rate, in which case the line-item total as quoted shall govern, and the unit rate shall be corrected.

12.2. To assist in the evaluation, comparison of the Bids, the Company may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder that is not in response to a request by the Company shall not be considered.

12.3. Evaluation Criteria

12.3.1. The evaluation shall be carried out based on the technical and financial components.

12.3.1.1. The machine should be registered in bidders own name and machine hiring from others party/community shall not be accepted and tender shall be rejected. The age of the machines should not be less than 5 years and those which are older than 5 years shall not be accepted for evaluation. Valid documents for all machines should be provided for age verification.

12.3.1.2. The bidders shall be allowed to quote rate for two (2) sites only and if found quoted more than 2 sites, the bidder shall be given preferences to select two sites only.

13. Negotiations

13.1. Negotiations may be carried out with the lowest evaluated bidder at a mutually agreed date and time at the NRDCL, Zhonggar Regional Office. In case of failure during negotiation with the lowest evaluated bidder, the Company shall proceed for negotiation with the next-ranked Bidder.

13.2. The minutes of the negotiations, signed by the company and the Bidder, shall form part of the Contract Agreement.

Bidding document for hiring of machineries for extraction, collection and loading of sand and boulders from various locations under Zhonggar Region, NRDCL, Monggar

14. Award Criteria

- 14.1. The Company will award the Contract to the successfully evaluated Bidder, after negotiation, if any, whose bid has been determined to be substantially responsive and has been determined as the lowest evaluated bid.
- 14.2. However, the Company also reserves the right to accept any bid and to reject any or all bids and to annul the bidding process and reject all Bids at any time prior to Contract award, without thereby incurring any liability to Bidders or any obligation to inform the affected Bidders on the grounds for such action of the Company.
- 14.3. The Company will award one site to one bidder only, if the bidder qualifies for more than one site. Choices for selection of the site(s) will be given to the bidder(s) in order of their ranking.

15. Deviation

- 15.1. Bidders shall not be permitted to take any deviation from the terms and conditions as specified in the Bidding Documents. However, any exceptions/deviations to the terms and conditions of the Bid Document should be indicated in the deviation schedule as per the **Form 3: Deviation Schedule along with the Technical Bid**.

16. Notification of Award

- 16.1. Prior to expiry of the period of bid validity or extended validity, Company will issue Notification of Award (NoA) to the successful Bidder(s). Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.

17. Signing of Contract

- 17.1. Within the time period specified in the NoA, the successful bidder shall sign the contract or a Service Order shall be issued by the Company upon submission of Performance Security as per ITB 18.

18. Performance Security

- 18.1. The successful Bidder shall have to submit the performance security equal to 10% of total work value (unit rate x volume) for each item as in **Form 2: Price Schedule Form**.
- 18.2. The performance security shall be submitted in any of the following forms:
- a. Irrevocable bank guarantee, or
 - b. Cash warrant, or
 - c. Demand draft.
- 18.3. Failure of the successful Bidder to submit the above-mentioned performance security or accept the award or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid security.

Bidding document for hiring of machineries for extraction, collection and loading of sand and boulders from various locations under Zhonggar Region, NRDCL, Monggar

19. Performance Evaluation System

- 19.1. The performance of the Service Provider shall be assessed as per the Performance Evaluation System (PES) attached at Section V herewith.
- 19.2. Where the PES is required, depending on the nature of Services, Bidders are required to sign and submit the PES Acceptance Form attached as **Form 4** along with the bid. In case the bidder does not agree to sign the Acceptance Form, the bidder shall be liable for rejection.

Bidding document for hiring of machineries for extraction, collection and loading of sand and boulders from various locations under Zhonggar Region, NRDCL, Monggar

SECTION II - BIDDING FORMS

Form – 1: Statement of Compliance

To

The Regional Manager
Zhonggar Regional Office
NRDCL, Monggar

Dear Sir/Madam,

With reference to our Bid dated.....for ofagainst NIQ No. NRDCL/ZONG/PROD/05/2023/649 dated 11th December, 2023 we hereby confirm that we have read the provisions of all the clauses and further confirm that notwithstanding anything stated elsewhere to the contrary, the stipulations of these clauses are acceptable to us and we have not taken any deviation to any of these clauses anywhere in the Bid.

We further confirm that any deviation to the above clauses, found anywhere in our Bid, implicit or explicit, shall stand unconditionally withdrawn without any cost implication whatsoever to COMPANY failing which the Bid security may be forfeited

Scaled and signed

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Form – 2: Price Schedule Forms

The quoted rate shall be inclusive of cost of fuel, remuneration for the operators and other staff, and all other operation costs. The rate shall also include any other cost, accommodation of the bidder's staff at the site and as specified under the contract. The rate shall also cover the cost of transporting the machineries/equipment from its current location to the extraction of sand and boulder sites and removal within one month from the date of expiry of the contract.

The Bidder shall place his/her offer rate in the table for Price Schedule given below:

Sl. No.	Location	Dzongkhag	Quantity in m ³ /cft	Bid Rate (Nu. per m ³ /cft)	Remarks
A	Extraction, collection, and loading of sand including site development (excavator only) – volume in m³				
1	Doksum	Trashiyangtse	1,000		
2	Korlung	Trashiyangtse	1,000		
3	Kharsarpa Laptsa	Trashigang	1,600		
4	Kilung	Lhuentse	160		
6	Sumpa	Lhuentse	2,120		
B	Extraction, collection and loading of boulders (excavator only) – volume in cft.				Breaking
1	Rurubi	Lhuentse	14,128		
2	Jachung	Lhuentse	10,872		

**Note: Rates should be submitted for one machine only per site/location and quantity/volume (sand- m³ & stones- Cft) mentioned is tentative only and it may vary.*

Sealed and Signed



Bidding document for hiring of machineries for extraction, collection and loading of sand and boulders from various locations under Zhonggar Region, NRDCL, Monggar

Form – 3: Deviation Schedule

(Only exceptions/deviations to be mentioned)

Section No. (Page No.)	Clause No. Sub-clause No.	Details of deviation	Cost Compensation for Deviation	Remarks

Scaled and Signed

Bidding document for hiring of machineries for extraction, collection and loading of sand and boulders from various locations under Zhonggar Region, NRDCL, Monggar

Form – 4: Performance Evaluation System Acceptance Form

The Regional Manager
Zhonggar Regional Office
NRDCL: Monggar

Dear Sir/Madam,

With reference to our Bid dated.....foragainst NIQ No. NRDCL/ZONG/PROD-05/2023/649 dated 11th December, 2023 we hereby confirm that we have read the provisions in clause 19 regarding the PES and we hereby agree to abide by the provisions in the PES or do affirm as follows:

1. If our bid is accepted, we agree to be assessed as per the PES methodology adopted by Company.
2. We accept the rating of PES depending on our performance and any action hereof.
3. We shall be liable for any breach of this undertaking and non- compliance to the provisions of PES.

Sealed and signed

Bidding document for hiring of machineries for extraction, collection and loading of sand and boulders from various locations under Zhonggar Region, NRDCL, Monggar

SECTION III- GENERAL CONDITIONS OF CONTRACT

1. Definition

1.1. The following terms and expressions used herein shall have the meaning as indicated therein:

- a) **“Contract Price”** means the total price payable to the Contractor as specified in the Contract at the time of award, subject to such additions and adjustments thereto or deductions therefrom as may be made pursuant to the provisions of the Contract till the completion of the contract, the price so adjusted shall be termed as Executed Price;
- b) **“Company”** means the NRDCL and/or its Regional/Branch Office applying this Document;
- c) **“Services”** means Non-Consultancy Services which are not Consultancy Services. Non-consultancy Services are normally bid and contracted on the basis of performance of measurable outputs, and for which performance standards can be clearly identified and consistently applied.
- d) **“Completion Date”** means the date of completion of the Services by the successful bidder/Service Provider as certified by the Company;
- e) **“Service Provider”** means a legal entity or individual, including the legal successors or permitted assigns of such entity, entering into a Contract with Company to provide Services;

2. Governing Law

2.1. The Contract/Purchase Order shall be governed by and interpreted in accordance with the Laws of Bhutan.

3. Service Provider’s Responsibilities

3.1. The Service Provider shall provide all the Services in accordance with **Section IV: Terms of Reference** and the Delivery and completion requirements.

4. Company’s Responsibilities

4.1. The company shall provide all the Services in accordance with **Section IV: Terms of Reference** and the Delivery and completion requirements.

5. Quality of Work

5.1. The Service Provider shall guarantee for the quality of work. The quality of workmanship shall be of highest standard and to the full satisfaction to the Company.

5.2. The Service Provider shall perform the Services and carry out its obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices.

Bidding document for hiring of machineries for extraction, collection and loading of sand and boulders from various locations under Zhonggar Region, NRDCL, Monggar

6. Inspection and Tests

- 6.1. Company will depute its employee at Service Provider's work to inspect the on-going works. During the delivery of services, if it is found that the requirements and the deliverables of the contract, in terms of performance and time, is not delivered as per the Terms of Reference, the Company may terminate the contract subsequent to clause GCC 14: Termination.

7. Contract Price

- 7.1. The Contract Price shall be as specified in the Contract/Work Order subject to any additions and adjustments thereto or deductions therefrom as may be made pursuant to the Contract.

8. Terms of Payment

- 8.1. The Contract Price, including any advance payments, if applicable.
- 8.2. The currency in which payments shall be made to the Service Provider under this Contract shall be those in which the Contract Price is expressed.
- 8.3. The payment of the hire charges shall be made based on the bill submitted by the Service Provider duly verified by the NRDCL site representative(s). Payments shall be made promptly by the Company, but no later than thirty (30) days after the receipt of invoices and documents, provided that the documents are compliant with all the requirements of the Company.
- 8.4. Since the work component includes loading into customers' trucks, whereas, the Service Providers will be submitting bills for production from time to time, such bills shall be settled with the deduction of loading charges at the existing approved rate and loading charges shall be paid separately for each occasion after submission and verification of bill.
- 8.5. In case the contract term expires and the extracted materials (both boulders and sand) remain at site due to any unforeseen situations/circumstances, the payment for such materials shall be considered after deducting the loading component.

9. Tax Deducted at Source

- 9.1. At the time of release of payment, two (2%) percent TDS on service portion shall be deducted from the Service Providers having Bhutanese trade license, or Three (3%) on the service portion from the Service Providers having other than Bhutanese trade license respectively from the gross amount of bills except from the manufacturers and authorized dealers. The Company shall furnish necessary TDS Certificate to the Bidders, issued by the Department of Revenue & Customs (DRC), RGoB.
- 9.2. The tax deduction at source if not mentioned in this section and is applicable to service provider as per tax rules of the country, shall be applicable on payments.
- 9.3. If any tax exemptions, reductions, allowances or privileges may be available to the Service Provider in the Kingdom of Bhutan, the Company shall use its best efforts to enable the Service Provider to benefit from any such tax savings to the maximum allowable extent.

Bidding document for hiring of machineries for extraction, collection and loading of sand and boulders from various locations under Zhonggar Region, NRDCL, Monggar

10. Performance Security

- 10.1. The Performance Security shall be valid until the successful completion of the obligations under the Contract, including warranty obligations, if any.
- 10.2. The Performance Security shall be discharged by the Company and returned to the Service Provider not later than thirty (30) days following the date of completion of the Consultant's performance obligations under the Contract, including any warranty obligations.

11. Liquidated Damages for delay in delivery

- 11.1. If the Service Provider fails to deliver any or all of the Goods by the date(s) of delivery or fails to perform the Services within the period specified in the Contract/ Purchase Order, the Company shall deduct liquidated damages at the rate of 0.05% of the (bid price x quantity mentioned in the price schedule form) per day for each day of delay to a maximum of 10% of the Contract Price.

12. Limitations of Liability

- 12.1. Except in cases of gross negligence or willful misconduct:
- a) neither party shall be liable to the other party, whether in Contract, tort or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Service Provider to pay liquidated damages to Company; and
 - b) the aggregate liability of the Service Provider to the Company, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective Services, or to any obligation of the Service Provider to indemnify Company with respect to patent infringement.

13. Force Majeure

- 13.1. The Service Provider shall not be liable for forfeiture of its Performance Security, liquidated damages or termination for default if and to the extent that its delays in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- 13.2. For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Service Provider that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Service Provider. Such events may include, but not be limited to, acts of the RGoB in its sovereign capacity, act of God, wars or revolutions, riot, civil commotion, sabotage, fires, floods, epidemics, quarantine restrictions and freight embargoes or any other cause of similar nature which are not within the control of either party to the contract and which renders the performance of the contract by the said party impossible.
- 13.3. If a Force Majeure situation arises, the Service Provider shall promptly notify Company in writing of such condition and the cause thereof, along with documentary or pictorial evidence. Unless otherwise directed by company in writing, the Service Provider 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.

Bidding document for hiring of machineries for extraction, collection and loading of sand and boulders from various locations under Zhonggar Region, NRDCL, Monggar

14. Termination

14.1. Termination for Default

14.1.1. The Company, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Service Provider, may terminate the Contract in whole or in part:

- a. if the Service Provider fails to deliver any or all of the Services in accordance to the Contract, within the stipulated delivery schedule or within any extension thereof granted by the Company; or
- b. if the Service Provider fails to perform any other obligation under the Contract; or
- c. if the Service Provider, in the opinion of the Company has engaged in fraud and corruption, in competing for or in executing the Contract, the Company shall be the final authority to decide whether the Service Provider has engaged in any Fraud and Corruption as mentioned above and such decision shall be final and binding on the Service Provider; or
- d. if the Service Provider becomes bankrupt or goes into liquidation or makes general assignment for the benefit of the creditors or any receiver is appointed for the property owned by the vendor.

14.1.2. In the event the Company terminates the Contract in whole or in part, the Company may procure, upon such terms and in such manner as it deems appropriate, Services similar to those undelivered, and the Service Provider shall be liable to Company for any additional costs incurred by Company in procurement of such undelivered Services. Wherever the Contract is terminated in part, the Service Provider shall continue performance of the Contract to the extent not terminated.

14.2. Termination by Service Provider

14.2.1. If,

- a) The Company commits a substantial breach of the Contract; the Service Provider may give a notice to Company that specifies the breach and requires Company to remedy the same. If Company fails to remedy the breach or take steps to remedy the breach within thirty (30) days after receipt of the Service Provider's notice, or,
- b) If the Service Provider is unable to carry out any of its obligations under the Contract for any reason attributable to the Company, including but not limited to Company's failure to obtain any governmental permit necessary for the Delivery of Services, which Company is required to obtain as per provision of the Contract or as per relevant applicable laws, the Service Provider may give a notice to Company to carry out such obligation under the Contract and if Company fails to comply within thirty (30) days after receipt of the Service Provider's notice, then the Service Provider may, referring to this sub-clause, forthwith terminate the Contract.

14.2.2. In the event of termination, all payments due to the Service Provider for the Services already delivered, shall be settled by the Company with no further liability on any account whatsoever.

Bidding document for hiring of machineries for extraction, collection and loading of sand and boulders from various locations under Zhonggar Region, NRDCL, Monggar

14.3. Termination by Force Majeure

- 14.3.1. Service Provider shall not be considered in default if delay in delivery of services occurs due to Force Majeure.
- 14.3.2. Only those causes which have duration of more than 7 days shall be considered causes of Force Majeure. In the event of delay due to such causes, the delivery schedule will be extended for a length of time equal to the period of Force Majeure or at the option of the Company, the order may be cancelled. Such cancellation would be without any liability whatsoever on the part of the Company. In the event of such cancellation, the Service Provider shall refund any amount advanced or paid to the Service Provider by the Company and deliver back any materials issued to him by the Service Provider and release facilities, if any provided by the Company.

15. Payment upon termination

- 15.1. Upon termination of this contract pursuant to Clauses GCC 14.1 to GCC 14.3 hereof, the Company shall make the following payments to the Service Provider:
- a) Upon termination of this contract pursuant to Clauses 14.1 to 14.3 hereof, the Company shall make the payments to the Service Provider pursuant to GCC 8: Terms of Payment hereof for services satisfactorily performed prior to the effective date of termination.
 - b) In case of termination of the contract due to any of the above reasons and also upon completion of the approved working time, any balance materials at various stages of extraction/collection/ loading shall remain the property of NRDCL and the Service Provider shall in no case have any claim, ownership or right over such products and materials.

16. Time for completion

- 16.1.1. The work shall be completed within 12 (twelve) months or upon the exhaustion of the sand and boulders at the mentioned site whichever is earlier from the date of Signing of Contract/Issuance of work/Service Order, as the case maybe.
- 16.1.2. Time is the essence of this contract and no variation shall be permitted in the delivery time/delivery schedule mentioned in the Contract/Service Order.

17. Sub- Letting

- 17.1. The Service Provider shall not sub-let, transfer or assign any part of this contract, without the prior written consent of the Company.

18. Variations

- 18.1. Depending on the final requirement, at the time of the award of the Contract, the Company may increase or decrease the quantities depending on the availability of materials at the site or market demand, without any changes in rates provided in the Contract.
- 18.2. Any other modification or variation in the scope of the Services may only be made by written agreement between the Parties.

Bidding document for hiring of machineries for extraction, collection and loading of sand and boulders from various locations under Zhonggar Region, NRDCL, Monggar

19. Dispute Resolutions

19.1. Amicable Settlement

In case of any dispute of any kind whatsoever arises between the company and the service provider in connection with or arising out of the Contract, the parties shall seek to resolve any such dispute or difference by mutual consultation.

19.2. However, any dispute which cannot be amicably settled between the parties, shall be referred to adjudication/arbitration in accordance with the laws of Bhutan.

20. Working hours

20.1. The working hours of machinery are from 8.00 AM till 6.00 PM throughout the season or as specified by the site in-charge of the company.

SECTION IV: TECHNICAL SPECIFICATIONS

1. Company Overview

Natural Resources Development Corporation Limited (NRDCL) is owned by Druk Holding and Investments (DHI) which is a 100% government owned Investment Company. The corporation is governed by the Articles of Incorporation under the revised Companies Act of the Kingdom of Bhutan 2016. It is an autonomous commercial organization, which has the financial autonomy to implement its plans and programs.

The operation and marketing of sand were nationalized under the purview of NRDCL, with the Royal Government granting the NRDCL exclusive rights to operate stone quarries within Forest Management Units (FMUs) since 2007. The NRDCL also has mandate to extract and market sand and stones at affordable prices in addition to timber business.

2. Scope of work and specification

The NRDCL is hiring machinery and trucks for the operation of sand and stone extraction at various locations under Zhonggar Region, Monggar to supplement the machinery requirements. For all intents and purposes, the work shall be considered to be carried out departmentally by NRDCL through use of hired machinery and trucks. The role of the Service Providers shall be limited to hiring of their machineries and trucks only and they shall in no way under any circumstance lay claim on the sites or materials.

The machinery comprising of excavators and trucks with operators are required for the following scope of works:

- i. Extraction/Excavation of sand and boulder/stone from the river bed or banks.
- ii. Collection of the sand and boulder/stone from the river bed or banks.
- iii. Heaping of sand and stone at the river bank wherever required.
- iv. Making trenches and carrying out mitigation works wherever required as instructed by the Company.

Bidding document for hiring of machineries for extraction, collection and loading of sand and boulders from various locations under Zhonggar Region, NRDCL, Monggar

- v. Loading of the sand and stone onto customers' trucks or trucks identified by NRDCL for transportation to another location.

3. Machinery requirement and specification

The bidder shall furnish the following details with necessary documents as proof to authenticate the technical specification and ownership of the equipment. The machinery requirement shall be as provided in Form 2: Price Schedule.

SECTION V – PERFORMANCE EVALUATION SYSTEM

Introduction

A service provider performance evaluation is a standardized, systematic and objective assessment of a service provider's performance on a specific project contract. This enables the Company to judge whether the service provider has performed the work to a high standard on a number of fronts, and whether it is worth engaging them for future projects.

The performance evaluation criteria shall be used by each Project Manager immediately with the commissioning of any services after the award of contract. The service provider shall be evaluated as the project progresses.

d. Objectives

The main objectives of the performance evaluation of Service Provider for services are as follows:

- To adopt a more holistic approach in reviewing overall performance of service provider;
- To work with service provider to raise safety and quality standards;
- To encourage an environment of continuous improvement by service provider;
- To build partnership with service provider in specific and strategic areas; and
- To have a list of preferred service provider to be selected for limited bidding process

e. Performance Evaluation System (PES)

The assessment of the service provider shall be done as follows:

SN	Performance Criteria	Weightage
3.1	Scope Management	15%
3.2	Time Management	20%
3.3	Quality Management	30%
3.4	General Assessment	35%
Total		100%

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3.1 Scope Management (15%)

SN	Evaluation Criteria	Score	Key performance measure	Remarks
3.1.1	Commencement	5%	✓ Early= 120% ✓ On time=100% ✓ Late=0%	As per the contract
3.1.2	Work Schedule	5%	On time =100% or else 0%	As per contract agreement
3.1.3	Resource deployment	5%	Full deployment = 100% or else 0%	As per contract agreement

3.2 Time Management (20%)

SN	Evaluation Criteria	Score	Key performance measurement	Remarks
3.2.1	Meeting Milestones/ Deliverables	5%	✓ On time = 100% ✓ Delay up to 20% = 80% ✓ Beyond 20% = 0%	To be measured as per the work schedule submitted.
3.2.2	Submission of revised work schedules	5%	Timely= 100% or else 0%	To be measured based on the written request made by the Project Manager
3.2.3	Timely response to Client's instruction	5%	✓ 100% response = 100%. ✓ 80% response = 80%. ✓ Less than 80% response = 0%	Calculation will be based on the number of requests made by the Project Manager/Project Engineer.
3.2.4	Problem identification and problem solving	5%	Timely intimation = 100 % or 0%	Timely intimation resulting in resolving of problems during the contract period.

3.3 Quality Management (30%)

SN	Evaluation Criteria	Score	Key performance measurement	Remarks
3.3.1	Compliance to TOR	10%	✓ Strict adherence =100% ✓ With minor deviations= 80% ✓ Frequent non-compliance= 0%	✓ Minor deviations would mean deviations which does not lead to major issues to the project. ✓ Frequent non-compliance would mean non-compliance leading to delays.
3.3.2	Response to Non-Compliance, Complaints and Notices	10%	✓ 100% response = 100%. ✓ 80% response = 80%. ✓ Less than 80% response = 0%	Calculation will be based on the number of requests made by the Project Manager.
3.3.3	Innovation and alternate option/design solution during the course of work.	5%	✓ Yes = 100% ✓ No=0%	
3.3.4	Overall quality of the design, reports and presentation	10%	✓ Excellent = 100% ✓ Good with comments =50% ✓ Poor or rejected = 0%	

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3.4 General Assessment (35%)

SN	Evaluation Criteria	Score	Key performance measurement	Remarks
3.4.1	Cooperation and Coordination with Employer	4%	✓ Excellent = 100% ✓ Good = 50% ✓ Poor = 0%	To be rated on the promptness of the service provider on resolution of any issue and on following the guidelines set in the Contract Document. Also, on the communication, returning of phone calls or replying of emails.
3.4.2	Personnel Resource Management	5%	Availability of proposed professional = 100% or else 0%	As per the staffing schedule submitted and agreed between both the parties.
3.4.3	Technical Competence	10%	✓ Excellent (resolves issues by themselves) = 100% ✓ Good (with discussion with Client) = 50% ✓ Poor (solutions given by the Client) = 0%	The ability of the consultant to resolve an issue and notifying the Client on the same.
3.4.4	Integrity and Ethical Conduct	4%	Zero written complaints = 100% or else 0%	
3.4.5	Accurate communication	4%	✓ Excellent=100% ✓ Good= 80% ✓ Poor = 0%	An excellent communication would mean returning calls and emails before the day ends.
3.4.6	Trainings and back up services	4%	Survey to be conducted = 100% or else 0%	
3.4.7	Problem Resolution	4%	✓ Excellent= 100% ✓ Good (needs to be prompted twice) = 50% ✓ Poor (always needs to be prompted) =0	An excellent service provider would mean being proactive and providing problem resolution without the need of being prompted.

f. Service Provider Assessment Category

The service provider shall be categorized into three categories as under:

Category	Score	Remarks
A	80-100	Recommended/Preferred service provider
B	50-79	✓ service provider must be developed; ✓ Consider, but with mandatory debriefing on the short comings.
C	0-49	Service Provider not qualified

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g. Evaluation Period and Debarment

1. Evaluation period


The Performance evaluation shall be carried out after the award of any service till its closure.

2. Debarment of Service Provider

Based on the assessment of service provider at the closure of each project, all non-performing service provider shall be referred to the Debarment Committee as per the Debarment Rules 2019 of RGoB. The non-performing service provider falling under category B and C shall be subjected to referral to the Debarment Committee and the decision of the Committee shall be final and binding.


(Namcha Wangchuk)

Offtg. Regional Manager


Yeshi Wangchuk (17803877)

**Witness; Name & signature
Contact no.**

**Bidder's Name(Affix legal stamp)
(Sign & Seal)
Contact Address**

**Witness; Name & signature
Contact no.**