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#### **Terms & Conditions**

- 1) Delivery Time: The firm must complete the delivery within a period of 30 days from the date of supply order.
- 2) REJECTION OF QUOTATION: Quotation without sealed envelope, valid tax clearance certificate and valid trade license shall not be entertained and shall be rejected without any notice. Quotations by fax or by electronic means are not acceptable.

### 3) PRICE:

- i) All prices shall be quoted in Ngultrum. The quoted price shall be inclusive of all related costs including taxes, duties and other levies
- ii) If the prices quoted are found to be unreasonably low or high, the purchaser shall reserve to accept or reject the bid/s.
- 4) EVALUATION OF QUOTATION: Offers determined to be substantially responsive to the specifications will be evaluated by comparison of their quoted prices. In evaluating the quotations, the purchaser will determine for each quotation the evaluated price by adjusting the price quotation by making any correction for any arithmetical errors as follows;
- i) Where there is a discrepancy between amounts in figures and in words, the amount in words will govern;
- ii) 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 employer 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.
- iii) If the supplier refuses to accept the correction, this quotation will be rejected.
- 5) AWARD OF PURCHASE ORDER: The award will be made to the bidder who offers the lowest evaluated bid price and that meets the specification.
- i) The bidder whose bid is accepted will be notified of the award of contract by the Purchaser prior to expiration of the quotation validity (1 month) period.

ii) The contract agreement shall be signed.

6) PAYMENT: The payment shall be made within a period of 15 (Fifteen) working days after the successful completion of works.

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BHUTAN POST



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- i) Payment shall be made after deduction of 2% TDS.
- 7) Defect Liability Period
- i. The defect liability period shall be 1 (One) year from the day of handing-taking. Should there be any defect caused due to inferior quality of the workmanship, the contractor will repair without any cost implication to the client.
- ii. Defect Liability Period shall be 1 year from the successful work completion and handing taking of work from the Contactor.
- 8) Retention Money: 10% of the Retention Money shall be retained till the issuance of No Defect Liability Certificate.
- 9) Liquidated damages:
- i. The 10 % liquidity damage shall be applied for not executing the works on time.
- ii. The liquidated damage will be max of 10% of the contract amount and shall be calculated at the ratio of 0.10% for every day of delay.
- iii. The contractor shall also be liable for penalties as per laws in the country, such as "Consumer Protection Act" if the work was not handed over as per the BoQ.

Any clauses not covered in this bidding document shall be governed by Bhutan Post/RGOB Procurement manual.

The quotation(s) will be opened at Samdrup Jongkhar GPO, in the presence of bidders or their representatives who choose to attend at the time specified above.

Further information can be obtained from the Regional Office, Samdrup Jongkhar #07-251150

01/06/2024

June 1 106/2019

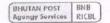
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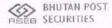




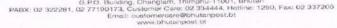














#### CONTRACT AGREEMENT

This agreement was made on June 10th, 2024 between M/s Bhutan Postal Corporation Limited and Ngawang Builders, Samdrup Jongkhar.

M/s Bhutan Postal Corporation Limited, Samdrup Jongkhar a corporation incorporated under the laws of Bhutan and having its principal place of business at Samdrup Jongkhar (hereinafter called "the Client"

And **Ngawang Builders**, Samdrup Jongkhar, registered private company incorporated under the laws of Bhutan and having its principal of business at Samdrup Jongkhar (hereinafter called "the Contractor")

Whereas the quotation invited through Limited Enquiry method for resurfacing of vehicle parking at Samdrup Jongkhar GPO at the bid price details as attached:

- Work awarded based on the overall BoQ:
- 1.1 Dismantling and maintaining drainage in front of the building attached to parking.
- Resurfacing of vehicle parking.
- 1.3 Rate validity will be until the project completion from the contract's signing date.
- 2. Materials
- 2.1 The client will arrange the materials readily available at the site, the contractor will execute the works as per the BoQ.
- 3. Site:
- 3.1 The worksite is located at the Samdrup Jongkhar GPO Building, Bhutan Post Office, Samdrup Jongkhar.
- 4. Contract period:
- 4.1 The work shall start effective from June 10, 2024
- 4.2 The project will be completed within 1 (One) month from the date of agreement.
- 4.3 The hindrance due to unavailability of material at the site shall be accounted for and applied for a contract extension.

## 5. Defect Liability Period

- 5.1 The defect liability period shall be 1 (One) year from the day of handing-taking. Should there be any defect caused due to inferior quality of the workmanship, the contractor will repair without any cost implication to the client.
- 5.2 Defect Liability Period shall be 1 year from the successful work completion and handing taking of work from the Contactor.

## 6. Liquidated damages:

6.1 The 10 % liquidity damage shall be applied for not executing the works on time.

The liquidated damage will be max of 10% of the contract amount and shall be calculated at the ratio of 0.10% for every day of delay.

The contractor shall also be liable for penalties as per laws in the country, such as "Consumer Protection Act" if the work was not handed over as per the BoQ.

## 7. Disputes:

- 7.1 In case of disputes between the client and the contractor, the matter should be reported to the client's management to settle the matter amicably.
- 7.2 This contract is governed by and shall be constructed in accordance with the laws of Bhutan. The parties hereto will endeavor in good faith to resolve any differences and disputes under, or in connection with, this contract by amicable settlement and which cannot be settled on an amicable basis shall be referred to the Arbitrator.

### 8. Termination of contract:

10.1 The client or the contractor may upon serving a 10-day notice terminate the contract if either party causes a functional breach of the contract. The notice will specifically describe the breach of the contract and the contractor shall stop the work immediately. Still, such termination shall not affect the obligations of the operator to take action or abstain from taking action after termination hereof, in accordance with this contract.

#### 9. Payment

9.1 The payment shall be made within a period of 30 (Thirty) working days after the successful completion of work. Payment shall be made after deduction of 2% TDS. No advance payment shall be made.

#### 10. Currencies:

10.1 Payment shall be made in Ngultrum 236,038.075/-(Nu.).

## 11. Force Majeure

11.1. If a force majeure situation arises, the supplier/bidder shall notify the company in writing of such conditions and the cause thereof along with the documentary or pictorial evidence acceptable to the company.

## 12. Retention Money

12.1 10% of the Retention Money shall be retained till the issuance of No Defects Liability Certificate.

## 13. Safety

- 13.1 Make sure the work area is clean, organized and blocked off from any passersby. Note any potentially dangerous area within the work site.
- 13.2 Wear appropriate Personal Protective Equipment (PPE)
- 13.3 If any injury or accident may be caused to a person the Contractor shall bear the cost.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year written above.

(Pema Deki)

Regional Manager

Eastern Region

Samdrup Jongkhar

Contact Number:

2 matsher 102001265

Witness;

Name:

CID:

Mummy

(Lotey)

Contractor

Ngawang Builders

Samdrup Jongkhar

Contact Number:

## HANDING/TAKING: Resurfacing of Vehicle Parking, Samdrup Jongkhar GPO

The resurfacing of vehicle parking at Samdrup Jongkhar GPO, has been completed on 05.07.2024 and the handing/taking is being done on 09.07.2024 under the presence of the following officials:

(Pema Deki)

Regional Manager(ER)

Bhutan Post

Samdrup Jongkhar

(Mr. Lotey)

Ngawang Builders

Samdrup Jongkhar

Witness:

Name: Sherals

CID: 10905000036

Contact Number 17858498

Name: /ENJOR GIYE

CID: 10802001265

Contact Number 77782930



### NGAWANG BUILDERS.

TPN No: NAB21021 License No: 1034449

Mobile No: 17672570

28/10/2024

Paro:Bhutan CDB No: 7819

NB/2022/1/10

To The Manager, Bhutan Postal Office Samdrup Jongkhar

## Sub: Submission of bill against Resurfacing of vehicle parking at Bhutan Post Office

Respected sir,

This is to apprise that the work of construction for parking lot ,Samdrup Jongkhar was awarded to us .In this respect we would like to submit our bill amounting to Nu.236,038.075/-(Two Lakh Thirty six thousand Thirty Eight and Chetrum seven Five ) for pass and payment please.

Enclosed for your reference please.

Thanking you,

**Ngawang Builders** 

Copy To;

a) Office copy.

		Name of work: Resurfacing of vehicle pa	rking					
		Location: Samdrup Jongkhar, GPO						
SI.No. Co	ode	Item Description	L(m)	B(m)	Qty	Unit	Rate	Amount
1 RW	N0145	Scarifying mettalled(water bond) road surface disposal of rubbish upto 50m and consolidation of agg received from scarifying						
		Approach Road	4.9	4.55	22.295	sqm	35	780.325
		Parking	25.2	10.2	257.04	sqm	35	8996.4
		Total						9776.725
2 RV	W0143	Providing and laying Ashpalt/Bituminious concrete to required degree of compaction based on the job mixture design approved by supervising engineer using asphalt plant, paver, steel roller, tyre roller etc. as per material gardation and aggragate quality specified						
		Approach Road	4.9	4.55	22.295	sqm	705	15717.975
		Parking	25.2	10.2	257.04	sqm	705	181213.2
		Total						196931.175
3 RV	W0177	Providing seal coat with bitumen VG-10 grade of approved quality using 1.12 cum of stone agg 10mm size per 100sqm and 56kg of bitumen VG-grade percu.m of stone agg with tackcoat of 0.75kg of bitumen per sqm of road surface complete						
		Approach Road	4.9	4.55	22.295	sqm	105	2340.975
		Parking	25.2	10.2	257.04	sqm	105	26989.2
		Total						29330.175
Sig	ignature:	nt (1+2+3) (Ngultrum) <b>236038.075/-</b> Ey (Ngawang Builders)					THE WEST	Official seal 6

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Regional Manager (ER)

Bhutan Postal Corporation Ltd.

Samdrup Jondkhar

# Procurement Rules & Regulation Forms RECORD OF BID OPENING

Name of bidder	Nationality	Bid Price	Discount/ Rebates	Bid security amount	Validity of bid security	Remarks
MIs Clinia RD	Bhutaneze	403,671/-				
MIS Clinia RD Const. pvf. Ltd						
				11 11		
Seodha Cond.	Bhutanese	321,231.25/				
Ngawang Builders	Bhulanere	236038.075/	_			

01/06/2024

Thumlory 01/06/2014

Thursday 2024.