

**MANGDECHHU HYDROELECTRIC PROJECT AUTHORITY
TRONGSA: BHUTAN**



**BIDDING DOCUMENT
FOR
DISPOSAL OF MHPA VEHICLES**

TENDER NO: MHPA0025/2022

DATED 01.01.2022

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NOTICE INVITING TENDER

Mangdechhu Hydroelectric Project Authority
Trongsa, Bhutan

NIT No. MHPA0025/2022

1st January 2022

Disposal Tender Notice

Mangdechhu Hydroelectric Project Authority (MHPA) invites sealed bids for sale of old vehicles located at MHPA, Trongsa, Dangdung Head Office and M/s Singye Automobile Workshop, Phuentsholing on **“AS IS WHERE IS BASIS”**.

Bidding Documents shall be available from **1st January 2022 to 31st January 2022**. Bids shall be received up to **31st January 2022 at 13:00 hours** and shall be opened on the same day at **14:30 hours**. Detailed Bidding Documents is available at MHPA website (www.mhpa.gov.bt) and can be downloaded from the website free of cost.

(Chief Engineer, C&P)

TERMS AND CONDITIONS

1. Scope of Bid

1.1 Mangdechhu Hydroelectric Project Authority hereinafter referred to as “MHPA” wishes to receive sealed bids from the interested bidders for sale of old Vehicles located at MHPA, Trongsa, Dangdung Head Office and M/s Singye Automobile Workshop, Phuentsholing on “**AS IS WHERE IS BASIS**”:

1.2 List of Old Vehicles for sale:

Lot No	TYPE OF VEHICLE	VEH REG. NO.	MAKE & MODEL	LOCATION	STATUS
Lot No. 1	Bolero DC Turbo-4WD	BG-3-A0225	Mahindra-2011	MHPA Head Office, Dangdung	Off Road
Lot No. 2	Bolero DC Turbo-4WD	BG-3-A0219	Mahindra-2011	Tshomo Workshop, Dangdung, Trongsa.	Off Road
Lot No. 3	Scorpio GLX-4WD	BG-2-A1005	Mahindra-2013	MHPA Head Office, Dangdung	Off Road
Lot No. 4	Motor Bike	BG-2-A0377	Hero Honda-2013	Dam Colony, MHPA, Trongsa.	Off Road
Lot No. 5	Motor Bike	BG-2-A0378	Hero Honda-2013	MHPA Head Office, Dangdung	Off Road
Lot No. 6	Motor Bike	BG-2-A0383	Hero Honda-2013	MHPA Head Office, Dangdung	Running
Lot No. 7	Motor Bike	BG-2-A0384	Hero Honda-2014	MHPA Head Office, Dangdung	Off Road
Lot No. 8	Scorpio GLX-4WD	BG-2-A1007	Mahindra-2013	MHPA Head Office, Dangdung	Running
Lot No. 9	Hiace Bus	BG-3-A0150	Toyota-2011	MHPA Head Office, Dangdung	Running
Lot No. 10	TATA Star Bus	BG-2-A0822	TATA-2013	MHPA Head Office, Dangdung	Running
Lot No. 11	Water Tanker	BG-2-A0827	TATA-2013	MHPA Head Office, Dangdung	Running
Lot No. 12	Scorpio GLX-4WD	BG-2-A1009	Mahindra-2013	M/s Singye Automobile Workshop, Phuentsholing	Off Road
Lot No. 13	Scorpio GLX-4WD	BG-3-A0212	Mahindra-2011	MHPA Head Office, Dangdung	Off Road

2. Eligible Bidders

- 2.1 All interested bidders are eligible to participate in the bidding process.

3. Cost of Bidding

- 3.1 The bidder shall bear all costs associated with the preparation and submission of its Bid and the MHPA shall, in no case, be responsible or liable for those costs.

4. Clarification of Bidding Documents

- 4.1 Prospective bidders requiring any further information or clarification on the bidding documents may notify MHPA in writing at MHPA's address indicated under. MHPA shall respond to any request for information or clarification of the Bidding Documents provided the request is received not later than **24th January 2022**. MHPA's response shall be sent in writing to all bidders who have registered with MHPA.

Contact Address for clarifications:

Mr. Tandin Dorji
Chief Engineer
Contracts & Procurement (C&P)
Mangdechhu Hydroelectric Project Authority
Dangdung, Trongsa
Email id: tandin.dorjdhpc@gmail.com
Contact no.: 03-528023/17605161

5. Amendment of Bidding Documents

- 5.1 At any time prior to the deadline for submission of bids but not later than **31st January 2022**, MHPA 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 addendum. The amendments shall be uploaded to its website and sent to the bidders who have registered with MHPA.
- 5.2 The amendment shall be part of the Bidding Documents and will be binding on all bidders.
- 5.3 In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their bids, MHPA may at its discretion, extend the deadline for submission of bids.

6. Bid Price

- 6.1 Unless stated otherwise in the Bidding Documents, sale shall be on **"AS IS WHERE IS BASIS"**.
- 6.2 The bidder shall quote for each item (Lot-wise), the unit price and the total bid prices of the items proposed to purchase, both in figures and words in the formats provided at **Price Schedule**. Where prices have not been quoted Lot-wise, the Bid shall be considered non-responsive and not considered for further evaluation.
- 6.3 All taxes and duties and other levies payable under the contract or any other clause shall be the responsibilities of the successful bidder once the Notification of Award is issued by MHPA.

- 6.4 Any corrections made by the bidder in the rates should be attested with the authorized signature.
- 6.5 MHPA shall release the Vehicles to the highest bidder provided bid rates are equal to or greater than the reserve prices and or as decided by the Tender Committee.

7. Period of Validity of Bids

- 7.1 The bid shall remain valid up to **30th April 2022** within which period, the bidders cannot withdraw their bids or increase/decrease their rates.
- 7.2 Notwithstanding Sub Clause 7.1 above, MHPA may solicit bidder's consent to an extension of the period of bid validity. The request and response thereto shall be made in writing. If the bidder agrees to the extension request, the validity of the bid security provided under Clause 8.1 shall be suitably extended.
- 7.3 A bidder may refuse to extend the validity of Bid without forfeiting its Bid security. In such a case, the Bid of the Bidder, refusing to extend the validity of Bid, shall not be considered for evaluation and award.

8. Bid Security

- 8.1 The bidder shall submit, along with the Bid, a Bid Security equivalent to **10%** of the total quoted amount in the form of Demand Draft/Cash Warrant drawn in favour of Mangdechhu Hydroelectric Project Authority, Trongsa issued by any financial institution in Bhutan/India acceptable to MHPA. The bid security shall be valid 30 days beyond the bid validity.
- 8.2 The Bid Security shall be submitted as a part of the Bid in a separate sealed envelope. Any bid not secured in accordance with Clause 8.1 above will be rejected as non-responsive.
- 8.3 The Bid Security of the successful bidders shall be adjusted against the money to be deposited for the Vehicles awarded to them.
- 8.4 The Bid Security of the unsuccessful bidders whose bid is unsuccessful shall be released upon issue of Notification of Award to the successful bidders.
- 8.5 The bid security shall be forfeited if:
- i. A Bidder withdraws its bids during the period of bid validity specified by the bidder; or
 - ii. A successful bidder fails to deposit the balance amount within the stipulated time frame; or
 - iii. If a Bidder does not accept the arithmetical corrections of its bid price.

9. Integrity Pact Statement

- 9.1 The bidder shall sign the integrity pact statement as per the format provided and submit along with the bid.

10. Signing, Sealing, Submission and Opening of Bids

- 10.1 All pages of the bid shall be signed by the bidder and in sealed envelope mentioning the Disposal Tender Number and Date. MHPA shall not be responsible for lost or incompleteness of the bid if it is not sealed as required. The bidder shall indicate the name and address of the bidder on the envelope to enable the bid to be returned unopened in case it is declared “Late” or “Rejected”.
- 10.2 All bids are to be completed and submitted to the following address as per the terms and conditions of this document within **13:00 hours (BST) on 31st January 2022**.

Bids to be addressed to and submitted to:

Tandin Dorji

Chief Engineer (Contracts & Procurement)
Mangdechhu Hydroelectric Project Authority
Dangdung, Trongsa
Telephone: 00975-17625818
E-mail: tandin.dorjindhpc@gmail.com

- 10.3 The bid shall be opened on **31st January 2022 at 14:30 hours (BST)** in the presence of any bidder(s) or their representative(s) who wishes to attend the opening.
- 10.4 The record of the opening of bids shall be prepared mentioning the details of the opening process and the bid prices and other details as required by MHPA.

11. Late Bid

- 11.1 Any bid received by MHPA after the deadline for submission of the bid prescribed by MHPA, pursuant to Sub Clause 10.2 shall be declared “Late” and returned unopened to the bidder.

12. One Bid per Bidder

- 12.1 Each bidder shall submit only one bid either by self or as a partner. A bidder who submits or participates in more than one bid shall be disqualified.

13. Modification and Withdrawal of Bids

- 13.1 The bidder may modify or withdraw its bids after submission, provided that written notice of the modification or withdrawal is received by the MHPA prior to deadline prescribed for submission of bids.
- 13.2 The bidder’s modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with provisions of Clause 10. A withdrawal notice may also be sent in writing but must be followed by a signed confirmation copy.
- 13.3 No bid shall be modified after the deadline for submission of bids.

14. Correction of Arithmetical Errors in Price Bid

- 14.1 Arithmetical errors shall be corrected at the time of evaluation of Price Bid and the corrected figure will be considered for the purpose of evaluated Bid price. The corrections in the Bid price shall be

done as per the provisions of this clause and shall be binding on the Bidder. If the Bidder does not accept the correction of errors as per the provisions of this clause, the Bid shall be rejected and the Bid security forfeited.

- 14.2 If there is a discrepancy between the product of unit price and quantity for each item, and the total price, the unit price and quantity shall prevail and the total price shall be corrected unless in the opinion of the MHPA there is an obviously gross misplacement of decimal point in the unit rate, or ignoring to put any zero or putting any extra Zero in the unit price in which case, the total of line item as quoted shall govern and unit rate shall be corrected accordingly.
- 14.3 If there is discrepancy between summation of subtotals and total price, the summation of subtotal price shall prevail and the total price shall be corrected.
- 14.4 If there is a discrepancy between words and figure of the total price for each item/lot, wherever the Bid document requires the figures to be written in both words and figures, the amount in words shall prevail unless the amount expressed in word has an arithmetic error.

15. Inspection of Assets/items

- 15.1 The bidders are expected to visit and inspect the Vehicles to be disposed to assess the actual conditions on “**AS IS WHERE IS BASIS**” during the working hours between 09:00 hours to 17:00 hours except on Saturdays, Sundays and Government Holidays. The visit shall entirely be for inspection of disposal items. MHPA also reserves the right to postpone the visit and inspection of items and selectively allow the entry of Bidder or its representative.
- 15.2 The focal person for inspection of vehicles shall be the following:

Mr. Pushpa Lal Dhungana

Head, FMU

Phone No: 03-528020

Mobile No: 17854155

16. Rights to Accept and Reject any or all Bids

- 16.1 MHPA 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 contract, without thereby incurring any liability to the affected bidders or any obligation to inform the affected bidders of the grounds for MHPA's actions.

17. Notification of Award

- 17.1 MHPA shall notify the successful bidder in writing through the “Notification of Award” indicating the Vehicles/lot number that the bidders are successful in and the amount to be deposited to MHPA within stipulated time frame.
- 17.2 MHPA reserves the right not to sell any Vehicles if the quoted price is not equal to or more than the reserve price.

18. Release of Vehicles

- 18.1 The Vehicles shall be released to the successful Bidder by the authorized representatives of the MHPA upon fulfilment of the following conditions:
- a) payment of full amount for items awarded and on production of original Release Order(s); and
 - b) payment of ownership transfer tax to RSTA and production of Ownership Certificate prior to lifting of the vehicles from MHPA's premises.
- 18.2 The full amount shall be deposited within 30 (thirty) days from the date of issue of Notification of Award. Failure to do so may result in cancellation of the Award and forfeiture of the Bid Security.

19. Demurrage Charges

- 19.1 The successful bidders shall complete lifting of the Vehicles within sixty (60) days from the date of issue of Notification of Award. After 60 days, rental charges @Nu/Rs.500.00 (Ngultrum/Rupees Five Hundred only) per day shall be charged against each item regardless of the space occupied by the items for a period of thirty (30) days.
- 19.2 MHPA may extend the time for lifting of the Vehicles beyond the time period stipulated under Clause 19.1 above only for reasons or situations that are beyond the control of the Bidder, that are not foreseeable and unavoidable.
- 19.3 Failure to lift the Vehicles within time period stipulated under Clause 19.1 or any extension provided as per Clause 19.2 shall result in forfeiture of Bid Security and cancellation of the Award.

20. Damages or Losses

- 20.1 MHPA shall not be held responsible for any damages or losses caused to the Assets that are not lifted within the period stipulated under Clause 19.1 or any extension provided as per Clause 19.2.

21. Transportation

- 21.1 The successful Bidder shall make its own arrangement to lift and transport the Assets after the Notification of Award.

22. Taxes & Duties

- 22.1 The successful Bidder shall pay all applicable statutory taxes and duties which may arise in connection with this Contract.

23. Dispute Resolutions

- 23.1 The Bidder and MHPA shall make all efforts to amicably resolve, through direct negotiation, any disagreement or dispute arising between them under or in connection with the contract.
- 23.2 Any dispute between the Bidder and MHPA that cannot be settled amicably shall be referred for Arbitration at the initiative of the either party. The Arbitration shall be conducted in accordance with the Arbitration Rules of the Kingdom of Bhutan.

Form 1: Bidder's Information Form

[The Bidder shall fill in this Form in accordance with the instructions indicated below]

Date:[insert date of Bid submission].....

Disposal Tender No.:

1. Bidder's Legal Name:	
2. Address:	
3. Telephone/ mobile /Fax numbers:	
4. E-mail Address:	

Form 2: Bid Submission Form

(The Bidder shall fill in this form in accordance with the instructions indicated. No alterations to this format shall be permitted and no substitutions shall be accepted.)

Date:[insert date of Bid submission].....

NIT No.:

Alternative No.:[insert number, if this Bid is for an alternative].....

To: [MHPA’s Name and Address]

We, the undersigned, declare that:

- a) Having examined the Bidding Documents with NIT No:, including subsequent amendments and clarifications....., if any (Insert Numbers), the receipt of which is hereby acknowledged, the undersigned has quoted for the Vehicles mentioned above in full conformity with the said Bidding Documents for an amount of.....
(Amount in Words and Figures)
- b) We have read the terms and conditions carefully and understood the obligations of the MHPA fully and agree to comply with all the clauses which are mentioned therein. In case of any breach of any condition on our part, we shall be liable for actions as per terms and conditions of the Contract including the rejection of the bid and termination of the Contract if awarded.
- c) In line with the requirement of the Bidding Documents we enclose herewith the following attachments to the Bid Form:
 - i. **Bid Security** in the form of(insert the alternative chosen)..... for a sum of.....(insert currency and amount in words & figures)..... valid till.....(insert date)..... As required, the Bid Security has been furnished in a separate sealed envelope;
 - ii. **Integrity Pact Statement** duly executed by Bidder;
 - iii. **Bidder’s Information Form.**
- d) My/Our Bid shall be valid for a period till.....[insert date]..... in accordance **Clause No. 7.1**, and it shall remain binding upon us and may be accepted at any time before expiry of that period;
- e) We are not participating, as Bidders, in more than one Bid in this bidding process, other than any alternative offers submitted in accordance with **Clause No. 21.1**.

Signed:[insert signature of person whose name and capacity are shown below].....

In the capacity of[insert legal capacity of person signing the Bid Submission Sheet]....

Name:[insert complete name of person signing the Bid Submission Sheet].....

Duly authorized to sign the Bid for and on behalf of:[insert complete name of Bidder].....

Dated:day of.....20.....



Form 3: Integrity Pact Statement

1 General:

Whereas, **Mr. Tandin Dorji**, Chief Engineer (Contracts & Procurement), representing the Mangdechhu Hydroelectric Project Authority, hereinafter referred to as the **“Employer”** on one part, and(Name of bidder or his/her authorized representative, with power of attorney) representing M/s.(Name of Person/Firm), hereinafter referred to as the **“Bidder”** on the other part hereby execute this agreement as follows:

This agreement shall be a part of the standard bidding document, which shall be signed by both the parties at the time of purchase of bidding documents and submitted along with the tender document. This IP is applicable only to **“large”** scale works, goods and services, the threshold of which will be announced by the government from time to time. The signing of the IP shall not apply to framework contracting such as annual office supplies etc.

2 Objectives:

Whereas, the Employer and the Bidder agree to enter into this agreement, hereinafter referred to as IP, to avoid all forms of corruption or deceptive practice by following a system that is fair, transparent and free from any influence/unprejudiced dealings in the **bidding process**¹ and **contract administration**², with a view to:

- 2.1 Enabling the Employer to obtain the desired contract at a reasonable and competitive price in conformity to the defined specifications of the works or goods or services; and
- 2.2 Enabling bidders to abstain from bribing or any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also refrain from bribing and other corrupt practices.

3. Scope:

The validity of this IP shall cover the bidding process and contract administration period.

4. Commitments of the Employer:

The Employer Commits itself to the following:-

- 4.1 The Employer hereby undertakes that no officials of the Employer, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favor or any material or immaterial benefit or any other advantage from the Bidder, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process and contract administration.

1 Bidding process, for the purpose of this IP, shall mean the procedures covering tendering process starting from bid preparation, bid submission, bid processing, and bid evaluation.

2 Contract administration, for the purpose of this IP, shall mean contract award, contract implementation, un-authorized sub-contracting and contract handing/taking over.



Chief Engineer
Contracts & Procurement
MHPA

- 4.2 The Employer further confirms that its officials shall not favor any prospective bidder in any form that could afford an undue advantage to that particular bidder in the bidding process and contract administration and will treat all Bidders alike.
- 4.3 Officials of the Employer, who may have observed or noticed or have reasonable suspicion shall report to the head of the employing agency or an appropriate government office any violation or attempted violation of clauses 4.1 and 4.2.
- 4.4 Following report on violation of clauses 4.1 and 4.2 by official (s), through any source, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings shall be initiated by the Employer and such a person shall be debarred from further dealings related to the bidding process and contract administration.

5. Commitments of Bidders

The Bidder commits himself/herself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of the bidding process and contract administration in order to secure the contract or in furtherance to secure it and in particular commits himself/herself to the following :-

- 5.1 The Bidder shall not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Employer, connected directly or indirectly with the bidding process and contract administration, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding process and contract administration.
- 5.2 The Bidder shall not collude with other parties interested in the contract to manipulate in whatsoever form or manner, the bidding process and contract administration.
- 5.3 If the bidder(s) have observed or noticed or have reasonable suspicion that the provisions of the IP have been violated by the procuring agency or other bidders, the bidder shall report such violations to the head of the procuring agency.

6. Sanctions for Violation:

The breach of any of the aforesaid provisions shall result in administrative charges or penal actions as per the relevant rules and laws.

- 6.1 The breach of the IP or commission of any offence (forgery, providing false information, misrepresentation, providing false/fake documents, bid rigging, bid steering or coercion) by the Bidder, or any one employed by him, or acting on his/her behalf (whether with or without the knowledge of the Bidder), shall be dealt with as per the terms and conditions of the contract and other provisions of the relevant laws, including De-barment Rules.
- 6.2 The breach of the IP or commission of any offence by the officials of the procuring agency shall be dealt with as per the rules and laws of the land in vogue.

Form 4: Price Schedule

Lot No	TYPE OF VEHICLE	VEH REG. NO.	MAKE & MODEL	LOCATION	STATUS	Unit Rate (BTN) (in figures)	Total Amount (BTN) (in words)
Lot No. 1	Bolero DC Turbo-4WD	BG-3-A0225	Mahindra-2011	MHPA Head Office, Dangdung	Off Road		
Lot No. 2	Bolero DC Turbo-4WD	BG-3-A0219	Mahindra-2011	Tshomo Workshop, Dangdung, Trongsa.	Off Road		
Lot No. 3	Scorpio GLX-4WD	BG-2-A1005	Mahindra-2013	MHPA Head Office, Dangdung	Off Road		
Lot No. 4	Motor Bike	BG-2-A0377	Hero Honda-2013	Dam Colony, MHPA, Trongsa.	Off Road		
Lot No. 5	Motor Bike	BG-2-A0378	Hero Honda-2013	MHPA Head Office, Dangdung	Off Road		
Lot No. 6	Motor Bike	BG-2-A0383	Hero Honda-2013	MHPA Head Office, Dangdung	Running		
Lot No. 7	Motor Bike	BG-2-A0384	Hero Honda-2014	MHPA Head Office, Dangdung	Off Road		
Lot No. 8	Scorpio GLX-4WD	BG-2-A1007	Mahindra-2013	MHPA Head Office, Dangdung	Running		
Lot No. 9	Hiace Bus	BG-3-A0150	Toyota-2011	MHPA Head Office, Dangdung	Running		
Lot No. 10	TATA Star Bus	BG-2-A0822	TATA-2013	MHPA Head Office, Dangdung	Running		

Lot No. 11	Water Tanker	BG-2-A0827	TATA-2013	MHPA Head Office, Dangdung	Running		
Lot No. 12	Scorpio GLX- 4WD	BG-2-A1009	Mahindra-2013	M/s Singye Automobile Workshop, Phuentsholing	Off Road		
Lot No. 13	Scorpio GLX- 4WD	BG-3-A0212	Mahindra-2011	MHPA Head Office, Dangdung	Off Road		
Total Amount (BTN) =							

Total amount in words (BTN)..... only