

# **SHOPPING FOR WORKS**

**CONSTRUCTION OF FOOTPATH  
YONPHULA DOMESTIC AIRPORT**

**Department of Air Transport  
July 2020**

**SHOPPING FOR WORKS**  
**REQUEST FOR QUOTATION (RFQW)**

Project Title: **Construction of Footpath at Yonphula Domestic Airport**

Source of Funding: Asian Development Bank

Contract Ref: DoAT/ADD/2020-21/015      Date of Issue of Request: 15<sup>th</sup> July 2020

To: \_\_\_\_\_

Sir/Madam:

1. The Director General, Department of Air Transport, MoIC, Bhutan (Employer) hereby requests you to submit a quotation for the following works:

*Construction of Footpath at Yonphula Domestic Airport*

If you, however, have been associated with the firm that prepared the design, specifications, or engaged in the preparation of the Project or firm that will provide supervision of the Works, you shall be disqualified.

To assist in the preparation of your price quotation, the necessary specifications, bill of quantities and drawings, form for submitting the quotation and a draft contract form are enclosed. You are advised to visit the site of the works at your own expense, and obtain necessary information for preparing your quotation.

2. You shall submit one original of the Price Quotation with the Form of Quotation, and clearly marked "Original". In addition, you shall also submit one copy marked as "COPY".

3. Your quotation in the attached format should be signed, sealed in an envelope and addressed to and delivered at the following address:

Director General, Department of Air Transport  
Ministry of Information and Communications  
Arrival Terminal, 2<sup>nd</sup> Floor  
Paro International Airport, Bhutan

4. You must have experience as a prime contractor in the construction of at least one work of the nature and complexity equivalent to the works included in this Request for Quotation over the last three years as evidenced by a client's certificate of completion, and provide evidence of availability of financial resources to successfully complete the works in the amount of **Nu. 2.4 million**. Otherwise, you will not be considered further.

5. You shall submit only one quotation. Your quotation must be typed or written in indelible ink and shall be signed by you or your authorized representative. Without a signature in your Form of Quotation, your quotation will not be considered further.

6. In evaluating the quotations, the Employer will adjust for any arithmetical errors 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 a discrepancy between the total price in the Priced Activity Schedule (or Bill of Quantities) or the quoted amount indicated in the Form of Quotation, the total price in the Priced Activity Schedule (or Bill of Quantities) shall govern;
- (c) where there is a discrepancy between the unit rate and the line item total resulting from multiplying

the unit rate by the quantity, the unit rate as quoted will govern; and  
(d) if you refuse to accept the correction, your quotation will be rejected.

7. Your quotation shall be valid for a period of thirty (30) days from 5<sup>th</sup> August 2020 (deadline for submission of the quotation).

8. Your quotation in duplicate and written in *English* language shall be for the whole works and based on the “**unit and total price indicated in the filled-in Bill of Quantities**”. Currency of quoted prices and payment shall be *Ngultrum*. The quotation shall include all duties, local taxes and other levies payable by the contractor in accordance with the local laws. In case of any discrepancy between the original and duplicate, the original shall prevail.

9. The Employer will award the contract to the Contractor whose quotation has been determined to be substantially responsive to this Request for Quotation and who has offered the lowest evaluated price quotation. A quotation is not substantially responsive if it contains material deviations or reservations to the terms, conditions, and specifications in this Request for Quotation, and it will not be considered further. The Employer will evaluate and compare only the quotations determined to be substantially responsive.

10. If you withdraw your quotation during the validity period and/or refuse to accept the award of a contract when and if awarded, then you will be excluded from the list of contractors for the project for two years.

11. The contract will be governed by the terms and conditions of the attached Form of Contract.

12. Your quotation including Form of Quotation and filled-in Section 2 “Bill of Quantities” should be submitted by *1400 hrs BST 5<sup>th</sup> August 2020*. The quotations shall be opened in public in the presence of contractors’ representatives who choose to attend, on *5<sup>th</sup> August 2020 at 1430 hrs BST* at the following address.

Office of Airport Development Division,  
Department of Air Transport  
Ministry of Information and Communications  
Arrival Terminal, 2<sup>nd</sup> Floor  
Paro International Airport, Bhutan

13. The bidder whose quotation has been accepted will be notified of the award of contract through the Letter of Acceptance issued by the Employer within 30 days from the date of submission of quotation.

14. The Employer intends to apply funds from the Asian Development Bank (ADB) for eligible payments under the Contract resulting from this RFQ.

15. Under ADB’s Anticorruption Policy bidders shall observe the highest standard of ethics during the procurement and execution of such contracts. ADB will reject a proposal for award, and will impose sanctions on parties involved, if it determines that the bidder recommended for award or any other party, has engaged in corrupt, fraudulent, collusive, or coercive practices in competing for, or in executing, the Contract. At the time of submission of your quotation, you should not be in ADB’s sanctions list.

Sincerely,

Director General,  
Department of Air Transport

## **SECTION 1 - SPECIFICATIONS**

### **Specification for Building and Road Works -2020**

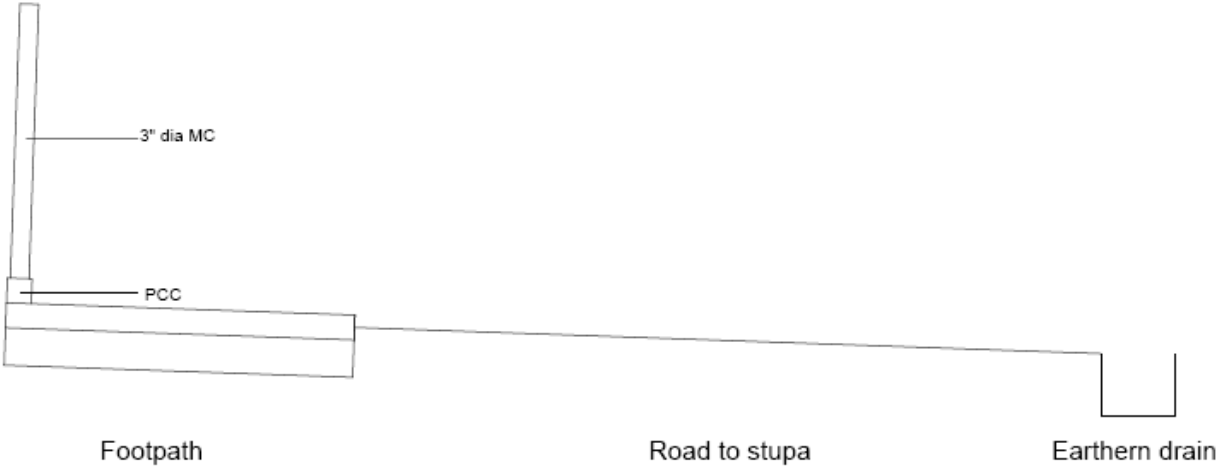
Published by: Department of Engineering Services, Ministry of Works and Human Settlement, Royal Government of Bhutan

[https://www.mowhs.gov.bt/wp-content/uploads/2020/02/SPBW\\_2020.pdf](https://www.mowhs.gov.bt/wp-content/uploads/2020/02/SPBW_2020.pdf)

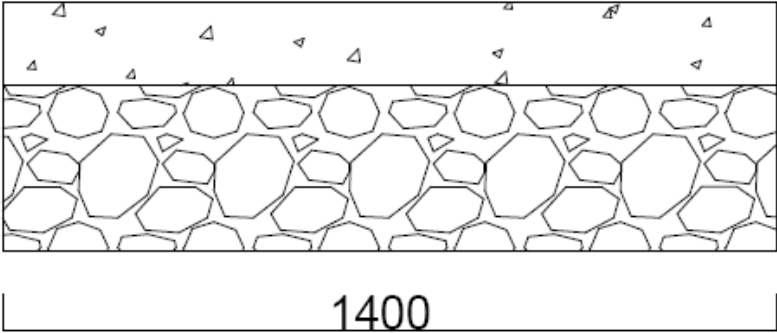
## SECTION 2 - BILL OF QUANTITIES

BSR Code	Item Description	Qty	Units	Rate in Fig.	Rate in words	Amount
	<b>MACHINARIES</b>					
MP0125	Hire of Excavator(PC - 200)	504	Working hours			
MP0165	Hire of TATA Truck, 1612 SE	217	Working hours			
	<b>STONE WORK</b>					
SM0072	Providing and laying Hand packed stone filling or soling with stones	231.00	cum			
CW0005	Providing and laying in position plain cement concrete excluding the cost of centering and shuttering - 1:3:6 (1 cement : 3 sand : 6 graded crushed rock 20 mm nominal size)	73.50	cum			
RC0090	Providing & fixing centering and shuttering (formwork), including strutting, propping etc. and removal of formwork	105	sqm			
	<b>HAND RAIL</b>					
WW0055	Providing & fixing Mixed Conifer (undressed) with wood preservatives	7.50	cum			
	<b>BIO ENGINEERING WORKS</b>					
RW0235	Planting of seedlings or wildlings (including the collection of wildlings from the wild) and planting them in a pit size 30 cm x 30 cm	700	no			
<b>Total</b>						

### SECTION 3 – DRAWINGS

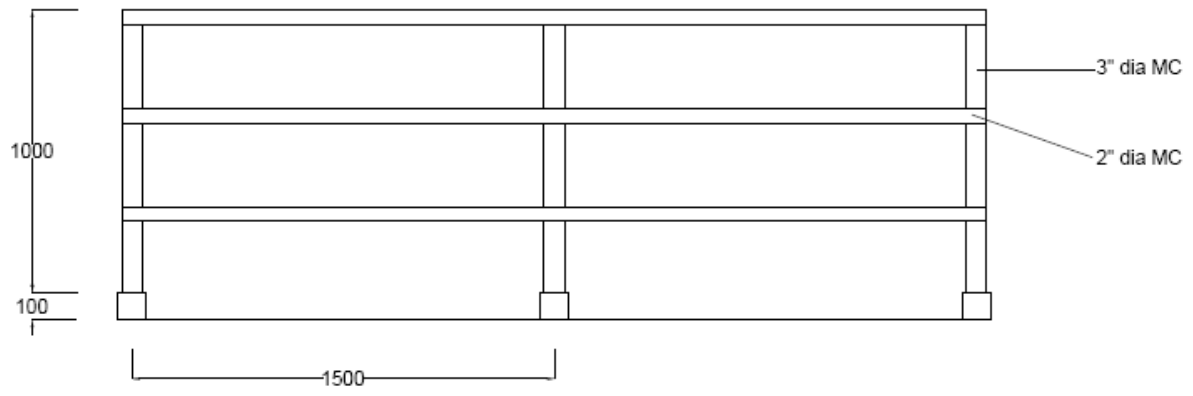


CROSS SECTION



75mm thk  
PCC  
150mm thk  
soling

Footpath cross section



LONGITUDINAL VIEW

# FORM OF QUOTATION

\_\_\_\_\_ (Date)

To: \_\_\_\_\_ (Employer's Name)  
\_\_\_\_\_ (Employer's Address)  
\_\_\_\_\_

We offer to execute the \_\_\_\_\_ (name and number of Contract) in accordance with the Conditions of Contract (in the Form of Contract) accompanying this Quotation for the Contract Price of \_\_\_\_\_ (amount in words and numbers) ( \_\_\_\_\_ ) (name of currency) \_\_\_\_\_. We propose to complete the Works described in the Contract within a period of \_\_\_\_\_ months from the Date of Signing of the Contract.

This Quotation and your written acceptance will constitute a binding Contract between us. We understand that you are not bound to accept the lowest or any Quotation you receive.

We hereby confirm that this Quotation complies with the Validity of the Offer required by the proposal documents.

We have not been associated with the firm that prepared the design and specifications of the contract that is subject of this request for quotation.

We are not in the ADB sanctions list.

Authorized Signature: \_\_\_\_\_  
Name and Title of Signatory \_\_\_\_\_  
\_\_\_\_\_

Name of Contractor: \_\_\_\_\_  
Address : \_\_\_\_\_  
\_\_\_\_\_

Phone Number : \_\_\_\_\_

Fax Number, if any \_\_\_\_\_  
Email address (optional) \_\_\_\_\_



# FORM OF CONTRACT

Name of Country: Bhutan

**Project Name: Air Transport Connectivity Enhancement Project – Additional Financing  
Construction of footpath at Yonphula Domestic Airport**

Name of Contract: \_\_\_\_\_

Contract Number \_\_\_\_\_

This Contract is made this \_\_\_\_\_ day of \_\_\_\_\_ 201\_ between \_\_\_\_\_ on the one part (hereinafter called the Employer) and \_\_\_\_\_ (hereinafter called the Contractor) on the other part.

Whereas the Employer has called for quotations for (name and identification number of the contract) and the Contractor has submitted a quotation for the above work and the Employer has accepted the Contractor's Quotation dated \_\_\_\_\_ for the execution and completion of such works and the remedying of any defects therein.

Now this Contract witnesses as follows:

1. The Contractor hereby covenants to execute the works fully described in the Activity Schedule (or Bill of Quantities) included in the Contractor's Quotation which constitute an integral part of this Contract (as Annex 1) in a professional and workmanship like manner in accordance with the following Conditions of Contract:

- (a) Remedy all defects within 30 days of notification by the Engineer in charge during the period of execution of the contract and thereafter defects notified within the defect liability period;
- (b) The Employer reserves the right to terminate the contract due to unsatisfactory performance 21 days after giving a written notice. If the Contract is frustrated by the outbreak of war or by any other event entirely outside the control of either the Employer or the Contractor, the Engineer in charge shall certify that the contract has been frustrated. In such an event, both the Employer and Contractor will have a right to terminate the contract by giving 21 days notice to the other party without any financial repercussions on either side. Payments after termination or frustration shall consider the value of work completed and materials delivered by the Contractor, and the advance payment made by Employer;
- (c) All material and construction equipment on site, temporary works, and Works shall be deemed to be the property of the Employer if the contract is terminated due to fault of the Contractor;
- (d) The Contractor will in all cases abide by the directions of the Engineer in charge.
- (e) The Contractor shall submit to the Engineer in charge, a program within 7 days after signing the contract describing general methods and schedule to complete the works;
- (f) Contract completion period \_\_\_\_\_ (months) after signing of the contract.
- (g) No part of the works shall be subcontracted without prior approval of the Employer.
- (h) New items of work performed as ordered by the Engineer in charge will be paid at the mutually agreed rate and in case of any disagreement between the Contractor and the Engineer in charge the latter will fix the unit rates that will be binding on the Contractor;
- (i) The Law governing the contract shall be applicable laws of \_\_\_\_\_ (Employer's country);

- (j) The Contractor shall be responsible for the safety of all the activities on the Site.
- (k) During execution of works the Engineer in charge, \_\_\_\_\_, (name) will carry out inspection of works at site to verify that works are executed by the Contractor in accordance with the specifications and required quality as per specifications. Engineer in charge will reject works not performed to the required specifications and the Contractor shall take immediate actions to rectify all defects in accordance with subparagraph (a) above;
- (l) Either party may terminate the Contract by giving a 21 days notice to the other for unforeseen events such as wars and acts of Gods such as earthquake, floods fires etc. In such case the payments will be made to the date of termination of contract;
- (m) The Contractor is responsible for all taxes, duties, levies, etc. in accordance with the laws of the \_\_\_\_\_ (country); and
- (n) The disputes between the Employer and the Contractor arising between them under or in connection with the Contract shall be resolved amicably. In the event the dispute remains unresolved either party may refer the dispute to \_\_\_\_\_ (name the authority in the country such as Engineering Institute, Legal Institute, etc.) in accordance with the law governing the contract.
- (o) Force Majeure:
- (a) "Force Majeure" means the occurrence of an event or circumstance that prevents or impedes a party from performing one or more of its contractual obligations under the contract, if and to the extent that that party proves: [a] that such impediment is beyond its reasonable control; and [b] that it could not reasonably have been foreseen at the time of the conclusion of the contract; and [c] that the effects of the impediment could not reasonably have been avoided or overcome by the affected party.
- (b) In the absence of proof to the contrary, the following events affecting a party shall be presumed to fulfil conditions (a) and (b) under paragraph 1 of this Clause: (i) war (whether declared or not), hostilities, invasion, act of foreign enemies, extensive military mobilisation; (ii) civil war, riot, rebellion and revolution, military or usurped power, insurrection, act of terrorism, sabotage or piracy; (iii) currency and trade restriction, embargo, sanction; (iv) act of authority whether lawful or unlawful, compliance with any law or governmental order, expropriation, seizure of works, requisition, nationalisation; (v) plague, epidemic, natural disaster or extreme natural event; (vi) explosion, fire, destruction of equipment, prolonged break-down of transport, telecommunication, information system or energy; (vii) general labour disturbance such as boycott, strike and lock-out, go-slow, occupation of factories and premises.
- (c) The Affected Party shall give notice of the event without delay to the other party.
- (d) A party successfully invoking this Clause is relieved from its duty to perform its obligations under the contract and from any liability in damages or from any other contractual remedy for breach of contract, from the time at which the impediment causes inability to perform, provided that the notice thereof is given without delay. If notice thereof is not given without delay, the relief is effective from the time at which notice thereof reaches the other party. Where the effect of the impediment or event invoked is temporary, the above consequences shall apply only as long as the impediment invoked impedes performance by the affected party. Where the duration of the impediment invoked has the effect of substantially depriving the contracting parties of what they were reasonably entitled to expect under the contract, either party has the right to terminate the contract by notification within a

reasonable period to the other party. Unless otherwise agreed, the parties expressly agree that the contract may be terminated by either party if the duration of the impediment exceeds 120 days.

(p) Health and Safety:

- (a) The Contractor shall at all times take all reasonable precautions to maintain the health and safety of the Contractor's Personnel. In collaboration with local health authorities, the Contractor shall strictly observe and monitor the health and safety consideration of the workers, and ensure that first aid facilities are available at all times at the Site and at any accommodation for Contractor's and Employer's Personnel, and that suitable arrangements are made for all necessary welfare and hygiene requirements and for the prevention of epidemics.

2. In consideration thereof the Employer covenants to pay the Contractor the contract price of \_\_\_\_\_ (in words and figures) in the following manner and installments:

- (i) An advance payment of 15 percent of the Contract sum will be paid upon the Contractor bringing at the work site the following items and Engineer in charge certifying it: (1) at least one half of all materials to be incorporated in the works or all materials to be consumed within three months whichever is less, and (2) all equipment required for the construction.
- (ii) All four subsequent installment payments will be made at the rate of 20 percent of the contract amount. Each installment payment will be due for payment within 21 days of submission of invoice when the value of the work actually performed, calculated on the basis of unit prices and quantities, reaches 20 percent of the contract amount.
- (iii) The final payment of remaining 5 percent of the contract amount shall be made upon completion of the works certified by the Engineer in Charge.

Payments shall be made to the Contractor within 21 days of the date of the payment request submitted by the contractor has been certified by the Engineer in Charge.

3. The defect liability period will be \_\_\_\_\_ (months) after taking over of completed works by the Employer.

In witness whereof the parties thereto have caused this Contract to be executed the day and year first before written.

Signature and seal of the Employer:  
FOR AND BEHALF OF

Signature and seal of the Contractor:  
FOR AND BEHALF OF

\_\_\_\_\_  
Name of Authorized Representative

\_\_\_\_\_  
Name of Authorized Representative

## FORM of LETTER OF ACCEPTANCE

Date: \_\_\_\_\_

To: \_\_\_\_\_ *[Name and address of the Contractor]*

Dear Sir or Madam,

This is to notify you that your Quotation dated \_\_\_\_\_ for execution of the *[name and number of the Contract]* for the Contract price of \_\_\_\_\_ *[amount in words and figures]*, as corrected and modified in accordance with the Request for Quotation has been accepted by us.

You are also requested to sign the attached contract form and commence construction of the Works not later than \_\_\_\_\_, and ensure the completion of the Works within the construction period specified in the contract.

For and on behalf of the Employer:

Authorized Signature: \_\_\_\_\_

Name of Signatory : \_\_\_\_\_

Title : \_\_\_\_\_