

NATURAL RESOURCES DEVELOPMENT CORPORATION LIMITED



NRDCL

a dhi Company

STANDARD BIDDING DOCUMENT
(Limited Bidding for Uniform & Safety Gears)

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5. Bid Validity

- 5.1. The bid shall be valid for 60 days from the date of submission of the bid. In exceptional circumstances, prior to the expiration of the bid validity period, the Purchaser may solicit the Bidder's consent to an extension of the bid validity period. The request and responses shall be made in writing. A bid valid for a shorter period shall be considered non-responsive.

6. Bid Security

- 6.1. The bid shall be accompanied by the bid security 2% of quoted amount in the form of Cash Warrant/ Unconditional Bank Guarantee/ Banker Cheque/ Demand draft in the name of the Chief Executive Officer, Natural Resources Development Corporation Limited issued by the Financial Institution enforceable in any Banks in Bhutan.

- a) The Bid security shall be valid up to 3 months.
- b) The Bid Security is to be submitted as a part of the Bid in a separate sealed envelope.
- c) Any Bid not accompanied by bid security of adequate value and validity shall be rejected by the Purchaser as non-responsive.

- 6.2. The bid security shall be forfeited in the following cases:

- a) If the Bidder withdraws the bid after Bid opening during the period of Bid validity.
- b) If the Bidder does not accept the correction of the Bid price;
- c) In the case of a successful bidder, if the bidder fails within the specified time limit to sign the Contract or furnish Performance Security.

7. Submission of Bids

- 7.1. The bidder(s) shall submit one original bid and 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 Chief Executive Officer, Natural Resources Development Corporation Limited, Corporate Head Office, Phandey Lam, Post Box 192, Thimphu, Bhutan.

8. Submission deadline

- 8.1.1 The deadline for receipt of your bid(s) by the Purchaser at the indicated on or before 8th July, 2022 at 12:00 noon. Bids by electronic means **are not** acceptable.

9. Bid Opening

- 9.1. The bid(s) will be opened in the presence of bidders or their representatives who choose to attend at 2:00 PM at NRDCL Conference Hall on 08th July, 2022. 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.

10. Evaluation of Bid

- 10.1. Bids determined to be substantially responsive to the technical specifications and commercial

conditions will be evaluated by comparison of their quoted prices. In evaluating the bids, the Purchaser will determine for each bids the evaluated price by adjusting the priced bid by making any correction for any arithmetical errors as follows; where there is a discrepancy between amounts in figures and in words, the amount in words will govern;

- 10.2. 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 Purchaser 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.
- 10.3. To assist in the evaluation, comparison of the Bids, the Purchaser 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 Purchaser shall not be considered.
- 10.4. The bidders should supply/deliver the items strictly as per the samples/design/standards/quality/colours agreed/provided by NRDCL. Any deviation at the time of delivery/receipt of the items will lead to non- acceptance of the items and therefore, the supplier should bear the expenses on their own.

11. **Purchaser's Right to Accept Any Bid, and Reject Any or All Bids**

- 11.1. The Purchaser is not bound to accept the lowest bid and reserves the right to accept or reject any or all the bids without assigning any reason whatsoever.

12. **Quantity Variation**

- 12.1. Depending on the final requirement, at the time of the award of the Contract, the Purchaser may increase or decrease the quantities by twenty five percent (25%) of the indicated quantity.

13. **Award of Contract**

- 13.1. The Purchaser shall award the Contract to the Bidder whose offer has been determined to be the lowest evaluated Bid. The Purchaser shall issue Notification of Award/ Purchase Order to the successful Bidder. Until a formal Contract is prepared and executed, the Notification of Award shall constitute a binding Contract.

14. **Delivery Schedule**

- 14.1. The supply of the Goods and related service shall be completed within 25 days from the date of issue of the Purchase Order.

15. **Performance Security**

- 15.1. The Supplier shall be required to furnish Performance Security of 10% of total contract value in the form of cash warrant, demand draft or unconditional Bank Guarantee in the name Chief Executive Officer, Natural Resources Development Corporation Limited issued by a financial institution enforceable in any Banks in Bhutan, which shall be furnished upon issuance of notification of the

award. Performance Security shall be valid till the end of warranty period and will be returned after the end of warranty period.

16. Liquidated Damage

16.1. If the Supplier fails to deliver any or all of the Goods by the date(s) of delivery or fails to perform the Related Services within the period specified in the Contract/ Purchase Order, the Purchaser shall deduct Liquidated Damages at the rate of 0.3 % per day for each day of delay to a maximum of 10% of the quoted price.

17. Payment Terms

17.1. All the bills and invoices shall be paid within one month of receipt of such bills/invoice, provided that the bills/invoices are in compliance with all the requirements of the company. Incomplete/non-compliant bills shall be returned immediately to suppliers.

17.2. At the time of release of payment, Tax shall be deducted at Source [TDS] from the gross amount of bills as per the Income Tax Act of the Bhutan. The Purchaser shall furnish necessary TDS Certificate to the Bidders, issued by the Department of Revenue & Customs, RGoB.

18. Warranty Period

18.1. The Supplier shall provide the warranty for a period of [Not Applicable], for the goods to be supplied and confirm that if any faults are detected within the warranty period in the supplied/installed Goods, the Supplier shall be bound to rectify the fault or replace the Goods as the case may be. The performance security shall be used to cover the cost of supplies not delivered or defective items not replaced or rectified.

18.2. Any goods found defective during the warranty period shall be replaced/ repaired by the supplier at his cost. If the supplier fails to rectify and or replace the defective goods, the Purchaser shall do it at the cost of the supplier.

19. Submission of Bid

19.1. The Bidder shall submit the Bid Submission Form using the Form in the **Annexure I**: This form must be completed without any alterations to its format, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.

19.2. A bid in which the Bid Submission Form not duly filled, signed and sealed by the bidder shall be rejected.

20. Termination

20.1. The Purchaser may, by written notice, terminate the Purchase Order or Contract in whole or in part at any time for its convenience:

20.2. If the Supplier fails to perform any other terms and conditions specified with the Purchase Order/

Contract, or exceeds the maximum amount of Liquidated Damages; and

20.3. If the Supplier fails to perform any other obligation(s) under the Purchase Order / Contract, and if the Supplier does not take any remedial action within a period of 15 working days after receipt of a notice of default from the Purchaser specifying the nature of the default(s).

21. **Governing Law**

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

22. **Dispute Resolution**

22.1. Any settlement of dispute or arbitration of matter arising from the contract shall be settled as per the Alternative Dispute Resolution Act of Bhutan 2013 for Bhutanese Supplier and United Nations Commission on International Trade Law [UNCITRAL] Arbitration Rules of 1976 for International Supplier and will be binding for both parties.

INTEGRITY PACT

1 General:

Whereas *D.P Bhandari offg.General Manager*, representing the Natural Resources Development Corporation Limited, Royal Government of Bhutan, hereinafter referred to as the “**Employer**” on one part, and

.....representing.....,

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.

¹ Contract administration, for the purpose of this IP, shall mean contract award, contract implementation, un-authorized sub-contracting and contract handing/taking over.

- 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.

7. Monitoring and Administration:

- 7.1 The respective procuring agency shall be responsible for administration and monitoring of the IP as per the relevant laws.

7.2 The bidder shall have the right to appeal as per the arbitration mechanism contained in the relevant rules.

We, hereby declare that we have read and understood the clauses of this agreement and shall abide by it.

The parties hereby sign this Integrity Pact at _____ on _____.

Affix
Legal
Stamp

Affix
Legal
Stamp

EMPLOYER

BIDDER/REPRESENTATIVE

CID :

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CID :

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Witness: _____

Witness: _____

Name: Druptho Wangdi

Name:

CID :

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CID :

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Annexure- I

Bid Submission Form

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

Date :*[insert date of Bid submission]*

Tender No.:*[insert number]*.

To : *[insert complete name of the Purchaser]*

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda number: *[insert the number and date of issue of each addendum]*;
- (b) We offer to supply in conformity with the Bidding Documents and in accordance with the Schedule of Supply the following Goods and Related Services: *[insert a brief description of the Goods and Related Services]*;
- (c) The total price of our Bid, excluding any discounts offered in item is: *[insert the Bid Price in words and figures, indicating the various amounts and their respective currencies]*;
- (d) The discounts offered and the methodologies for their application are:

Discounts. If our Bid is accepted, the following discounts shall apply: *[Specify in detail each discount offered and the specific item of the Schedule of Supply to which it applies.]*

Methodology of Application of the Discounts. The discounts shall be applied using the following methodology: *[Specify in detail the methodology that shall be used to apply the discounts]*;

- (e) Our Bid shall be valid for a period of *[insert number]* from the date fixed for the Bid submission deadline and it shall remain binding upon us and may be accepted at any time before expiry of that period;
- (f) If our Bid is accepted, we commit to provide a Performance Security in accordance with Clause 15 for the due performance of the Contract;
- (h) We, including any subcontractors or suppliers for any part of the Contract, have nationality from eligible countries, viz: *[insert the nationality of the Bidder, including that of all parties that comprise the Bidder if the Bidder is a JV/C, and the nationality each subcontractor and*

- supplier]
- (i) We have no conflict of interest;
 - (j) Our firm, its affiliates or subsidiaries - including any subcontractors or suppliers for any part of the contract - has not been declared ineligible by the Purchaser under the laws or official regulations of Bhutan;
 - (k) We have read the terms and conditions carefully, understood 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.
 - (l) We understand that this Bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed.
 - (m) We understand that you are not bound to accept the lowest evaluated Bid or any other Bid that you may receive.

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

In the capacity of _____ [insert legal capacity of person signing the Bid Submission Form]

Name: _____ [insert complete name of person signing the Bid Submission Form]

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

Dated on _____ day of _____ [insert date of signing]

Annexure II
Price Schedule

Sl. # No.	Item	Unit	Qty	Unit Rate (Nu.)	Amount in Word	Remarks
1	Cloth piece	Mtrs.	900			As per the sample/design/details provided by NRDCL
2	Safety Rope	No	40			
3	Safety Helmet	No	410			
4	Life Jacket	No	50			
5	Jacket	No	450			As per the sample/design/details provided by NRDCL
6	Cap with NRDCL monogram	No	450			As per the sample/design/details provided by NRDCL

Signature of Supplier:	Supplier's Official Stamp
Name of Supplier :	
Date :	

SECTION VI CONTRACT FORM

Contract Agreement

This Contract is made the ----- day of ----- month, ----- year between Mr. D.P Bhandari Offgt. General Manager, Human Resource and Adm. Division, Thimphu (hereinafter called “the Employer”) and Mr., M/s..... (Hereinafter called “the Supplier”) of the other part.

Whereas the Employer is desirous that the Supplier executes the supply of NRDCL Uniform and Safety Gears and the Employer has accepted the rate offered by the bidder for the supply of such goods therein.

Now this Contract witnessed as follows:

1. In this Contract, words and expressions shall have the same meanings as are respectively assigned to them in the General Conditions of Contract hereinafter referred to, and they shall be deemed to

form and be read and construed as part of this Contract.

The documents forming the contract shall be interpreted in the following order of priority:

- a. The signed contract agreement;
- b. The letter of acceptance;
- c. The completed bid form as submitted by the bidder;
- d. The General Conditions of Contract;
- e. Specifications.
- f. Any other documents as per the bidding documents.

2. In consideration of the payments to be made by the Employer to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Employer to execute and complete the supply of Uniform and Safety Gears therein in conformity in all respects with the provisions of the Contract.

3. The Employer hereby covenants to pay the Supplier in consideration of the supply of Uniform and Safety Gears, the rate or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

Affix
Legal
Stamp

Seal & Signature of the **EMPLOYER**

Seal & Signature of the **BIDDER**

Witness:

Witness