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**DRUK HOLDING & INVESTMENTS LTD.**

**GROUP STANDARD BIDDING DOCUMENT**

**GOODS**



**NRDCL**

**A dhi Company**

Part I: NOTICE INVITING TENDER

**NIT No: NRDCL Machinery & Vehicle Tyre /2024**

1. NRDCL invites eligible bidders to submit your bids for the supply of **Machinery, Vehicle tyre**
2. NRDCL would like to inform the interested firms to kindly visit the website [www.nrdcl.bt](http://www.nrdcl.bt) for vendor registration and to submit the proposal online. [L1] [SEP]
3. The user manual for vendor registration and bidding process is available on the website [www.nrdcl.bt](http://www.nrdcl.bt) or else can be downloaded from following links: [L1] [SEP]-User manual for vendor registration [L1] [SEP]-User manual for Bidding process [L1] [SEP]
4. SBD Timeline

<b>NIT No.</b>	<b>NRDCL/ STAFF UNIFORM /2024</b>
<b>Bid Submission &amp; EMD Submission Date &amp; Time</b>	On or before 28 <sup>th</sup> February 2024 (17:00 hrs)
<b>Bid Opening Date &amp; Time</b>	29 <sup>th</sup> February 2024(10:30hrs)
<b>RFP shall be available at</b>	<a href="http://www.nrdcl.bt">www.nrdcl.bt</a>

Part II: Terms and Conditions



1. Scope of Supply

- 1.1. The bidder(s) may quote for any or all items as per the technical specification as attached at Annexure -I

2. Clarification to the bidding document

- 2.1. Further information can be obtained from procurement section.

3. Documents comprising bid

- 3.1. The bid must be accompanied by the following document:

- i. Bid Security
- ii. Valid Trade license
- iii. Tax clearance
- iv. Any other relevant documents as required
- v. Data Sheet/ Catalogue

4. Bid Price

- 4.1. All prices shall be quoted in BTN. The quoted price shall be CIF, Thimphu including taxes, duties and other levies to the final place of delivery, if required.

- 4.2. The final place of delivery of item is Central Stores, Thimphu

- 4.3. Each item shall be evaluated and contract awarded separately to the firm(s) offering the lowest evaluated price for each item.

*Or*

- 4.4. The bidder(s) must quote for all the items under this bid if in lot. Price bids will be evaluated for all the items together and contract awarded to the firm offering the lowest evaluated total cost of all the items.

- 4.5. All price quoted shall be on per unit basis and valid for 12 months from the date of bid opening. The selected bidders shall be contacted for additional supply of any enlisted item in the future on repeat order basis for the entire period.

5. Bid Validity

- 5.1. The bid shall be valid for 90 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 of **2% of the bid value** in the form of Cash Warrant/Unconditional Bank Guarantee/Banker Cheque/Demand draft in the name of the **Chief Executive Officer, NRDCL** issued by the Financial Institution enforce able in any

Banks in Bhutan.

- a) The Bid security shall be valid up to 3 months.
- b) The EMD s to be submitted as a part of the BID in a separate sealed envelope and be submitted to Finance & Accounts Division or to our nearest Branch Office within the specified time in SBD timeline.
- c) Any Bid not accompanied by bid security of adequate value and validity shall be rejected by the Purchaser and considered 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. Purchaser's Right to Accept Any Bid, and Reject Any or All Bids

7.1. 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.

## 8. Quantity Variation

8.1. 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.

## 9. Award of Contract

9.1. 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/Purchase Order shall constitute a binding Contract.

## 10. Delivery Schedule

10.1. The supply of the Goods and related service shall be completed within **two Months (60 days)** from the date of issue of the Purchase Order/ signing of the contract.

## 11. Performance Security

11.1. The Supplier shall be required to furnish Performance Security of 10% of the quoted price in the form of cash warrant, demand draft or unconditional Bank Guarantee in the name of Chief Executive Officer, Bhutan Telecom 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.

12. Liquidated Damage

12.1. 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 to a maximum of 10% of the total PO value.

13. Payment Terms

13.1. **100% payment** shall be released on receipt of full Qty of materials and no part payment shall be entertained during the execution of the supply order.

13.2. 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.

14. Warranty Period

14.1. If any faulty are detected during delivery, 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.

14.2. 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.

15. Submission of Bid

15.1. The Bidder shall submit the Bid Submission Form using the Form in the Annexure I if so required: 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.

15.2. As such a bid in which the Bid Submission Form not duly filled, signed and sealed by the bidder shall be rejected.

16. Termination

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

16.2. 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

16.3. 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 **one month** after receipt of a notice of default from the Purchaser specifying the nature of the default(s).

17. **Governing Law**

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

18. **Dispute Resolution**

18.1. 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.

Part III: Forms:

**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.
- n) We accept the Vendor Performance Management System.

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- Performance Security Form*

[The bank, as requested by the successful Bidder, shall fill in this form in accordance with the instructions indicated]

Date: [insert date (as day, month, and year) of Bid submission]





IFB No. and title: *[insert no. and title of bidding process]*

Bank's Branch or Office: *[insert complete name of Guarantor]*<sup>[1]</sup> **Beneficiary:** *[insert complete name of The company]*<sup>[1]</sup> **PERFORMANCE GUARANTEE No.:** *[insert Performance Guarantee number]*

We have been informed that *[insert complete name of Supplier]* (hereinafter called "the Supplier") has entered into Contract No. *[insert number]* dated *[insert day and month]*, *[insert year]* with you, for the supply of *[description of Goods and related Services]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a Performance Guarantee is required.

At the request of the Supplier, we hereby irrevocably undertake to pay you any sum(s) not exceeding *[insert amount(s)]*<sup>1</sup> *in figures and words* upon receipt by us of your first demand in writing declaring the Supplier to be in default under the Contract, without cavil or argument, or you needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This Guarantee shall expire no later than the *[insert number]* day of *[insert month]* *[insert year]*,<sup>2</sup> and any demand for payment under it must be received by us at this office on or before that date. We agree to a one-time extension of this Guarantee for a period not to exceed *[six months]* *[one year]*, in response to The company's written request for such extension, such request to be presented to us before the expiry of the Guarantee.

*[signatures of authorized representatives of the bank and the Supplier]*

*Annexure III- Integrity pack Form*

## INTEGRITY PACT

### 1 General:

Whereas *Chief Executive Officer*, 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**<sup>1</sup> and **contract administration**<sup>2</sup>, 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.

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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.

<sup>1</sup> 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, mis-representation, 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:

Name:

CID : 

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CID : 

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*Annexure IV- Contract Forms*

*[The successful Bidder shall fill in this form in accordance with the instructions indicated]*

THIS CONTRACT AGREEMENT made the *[insert number]* day of *[insert month]*, *[insert year]*,

BETWEEN

1. (1) *[insert complete name of Purchaser]*, a *[insert description of type of legal entity, for example, an agency of the Ministry of .... of the Government of Bhutan, or corporation incorporated under the laws of Bhutan]* and having its principal place of business at *[insert address of Purchaser]* (hereinafter called “The company”), and <sup>[L]</sup><sub>[SEP]</sub>
2. (2) *[insert name of Supplier]*, a corporation incorporated under the laws of <sup>[L]</sup><sub>[SEP]</sub>*[insert country of Supplier]* and having its principal place of business at *[insert address of Supplier]* (hereinafter called “the Supplier”). <sup>[L]</sup><sub>[SEP]</sub>WHEREAS The company invited Bids for certain Goods and ancillary services, viz., *[insert brief description of Goods and Services]* and has accepted a Bid by the Supplier for the supply of those Goods and Services in the sum of *[insert Contract Price in words and figures, expressed in the Contract currency/ ies]* (hereinafter called “the Contract Price”). <sup>[L]</sup><sub>[SEP]</sub>NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to. <sup>[L]</sup><sub>[SEP]</sub>

The following documents shall constitute the Contract between The company and the Supplier, and each shall be read and construed as an integral part of the Contract, viz.: <sup>[L]</sup><sub>[SEP]</sub>

- (a) This Contract Agreement; <sup>[L]</sup><sub>[SEP]</sub>
- (b) The Special Conditions of Contract; <sup>[L]</sup><sub>[SEP]</sub>
- (c) The General Conditions of Contract; <sup>[L]</sup><sub>[SEP]</sub>
- (d) Technical Requirements (including Schedule of Supply and Technical Specifications.) <sup>[L]</sup><sub>[SEP]</sub>
- (e) The Supplier’s Bid and original Price Schedules; <sup>[L]</sup><sub>[SEP]</sub>
- (f) The company’s Notification of Award of Contract; <sup>[L]</sup><sub>[SEP]</sub>
- (g) The form of Performance Security; <sup>[L]</sup><sub>[SEP]</sub>
- (h) The form of Bank Guarantee for Advance Payment; <sup>[L]</sup><sub>[SEP]</sub>
- (i) *[Insert here any other document(s) forming part of the Contract]* <sup>[L]</sup><sub>[SEP]</sub>

This Contract shall prevail over all other Contract documents. In the event of any



discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above. [SEP]

In consideration of the payments to be made by The company to the Supplier as [SEP]

3. Herein after mentioned, the Supplier hereby covenants with The company to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. 5. The company hereby covenants to pay the Supplier in consideration of the provision of the Goods and Related Services and the remedying of defects therein, the Contract Price 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.
5. IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of Bhutan on the day, month and year indicated above.
6. For and on behalf of The company Signed: *[insert signature]*
7. in the capacity of *[insert title or other appropriate designation]* [SEP] in the presence of *[insert signature]* *[insert identification of official witness]*
8. For and on behalf of the Supplier [SEP] Signed: *[insert signature of authorized representative(s) of the Supplier]*
9. in the capacity of *[insert title or other appropriate designation]* [SEP] in the presence of *[insert signature]* *[insert identification of official witness]*

*Annexure V Technical Specifications*

1. Please refer Material Description for quoting.
2. Tyre size and brand should be submitted in original bid
3. All tyre size for reference is provided below in the table.

Annexure-V

Sl. No.	Type of Vehicle/Machinery	Tyre size	Make	Unit	Rate in Nu	Amount in Word
1	Tata tripper truck	1000x20/16ply with tube and flap.		PC		
2	Toyota hylux	237/75R15,235/75R15,255/70R15,700x15		PC		
3	Toyota hylux	265/65R16, 235/70R16, 265/75R16,700x16		PC		
4	Toyota Fortuner	265/60-R18		Pc		
5	Telelogger front & rear tyre	18.4-30/10 ply with tube and flap.		PC		
		400-15.5/10ply with tube and flap.		PC		
6	Telelogger front & rear tyre	18.4-15x26/10ply with tube and flap.		PC		
		400-15.5/10ply with tube and flap.		PC		
7	Pay loader front tyre	12.5x18/16ply with tube and flap.		PC		
8	Pay loader rear tyre	14.00x25/20ply with tube and flap.		PC		
9	Farm tractor front, middle & Rear	13.6-28/12ply with tube and flap.		PC		
		750x16/16ply with tube and flap.		PC		
		6.00x165L with tube and flap.		PC		
10	Skidder tyre	23.1-26/above 20ply with tube		PC		