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DRUK HOLDING & INVESTMENTS LTD.

**GROUP STANDARD BIDDING DOCUMENT
GOODS**



**Supply and Delivery of Meat items at Drukair Catering Office, Paro
International Airport**

TENDER NO: DAC/PRO/008-2023/747, DATED 5th December 2023.



NOTICE INVITING TENDER

NIT No. DAC/PRO/008-2023/747 Dated 5th December 2023

Drukair Corporation Limited, Head Office, Paro reinvites eligible bidders to submit your bid for the supply and delivery of Meat items as per the following Terms & Conditions:

Terms and Conditions

1. Scope of Supply
 - 1.1. The bidder(s) may quote for any or all items as per the specifications and the Price Schedule as attached at Annexure -II.
2. Clarification to the bidding document
 - 2.1. Further information can be obtained in writing from the Procurement Section, Drukair Corporation Limited, Head Office not later than 7 days from the date of bid submission.
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. Price Schedule
4. Bid Price
 - 4.1. All prices shall be quoted in local currency (BTN). The quoted price shall include taxes, duties and other levies to the final place of delivery, if required.
 - 4.2. The final place of delivery is at Catering Office, Drukair Corporation Limited, Paro international Airport.
 - 4.3. Each item shall be evaluated, and contract awarded separately to the firm(s) offering the lowest evaluated price for each item.

Or [insert as applicable]
 - 4.4. The bidder(s) must quote for all the items under this bid. Price bids will be evaluated for all the items together and a contract awarded to the firm offering the lowest evaluated total cost of all the items.
5. Bid Validity
 - 5.1. The bid shall be valid for one year 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 Nu. 50,000 in the form of Cash Warrant/ Unconditional Bank Guarantee/ Banker Cheque/ Demand draft in the name of the Chief Executive Officer, Drukair Corporation Limited, Head Office, Paro issued by the Financial Institution enforceable in any Banks in Bhutan.

- a) The Bid security shall be valid for thirty days. i.e 3rd January 2024
- 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 to sign the Contract or furnish Performance Security within the specified time limit.

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.

The Manager,
Procurement Section,
Drukair Corporation Limited,
Head Office, Paro: Bhutan.

7.2. The price bid in the form attached may be submitted electronically at the following address: ***Not Applicable.***

8. Submission deadline

8.1. The deadline for receipt of your bid(s) by the Purchaser at the indicated by 18th December 2023 before 1200 hours. Bids by electronic 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 on

18th December at 14:30 hours, Drukair Head Office conference hall. In case the 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 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 and 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.

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 10 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 Nu. 80,000/- in the form of cash warrant, demand draft or unconditional Bank Guarantee in the name Chief Executive Officer, Drukair

Corporation Limited, Head Office, Paro 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 the supply contract period and will be returned after the end of contract period.

Or [insert as applicable]

15.2. Such Sum of payment shall be retained as security deposit and shall be returned at the end of the warranty period. Not Applicable.

16. Liquidated Damage

If the Supplier fails to deliver any or all 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. Payment shall be released after completion of full items supplied to the Purchaser.

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 Bhutan. The Purchaser shall furnish the 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 one year 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 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 with the information requested.

19.2. A bid in which the Bid Submission Form is 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 three 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.

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 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.]

(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]



Price Schedule with specifications (where applicable)

Meat items:

SL. NO	PARTICULARS	QTY	Unit	Rate Per Unit in figure	Rate Per unit in words
1	Chicken Boneless	1	KG		
2	Beef Tenderloin	1	KG		
3	Chicken Sausage	1	KG		
4	Chicken Nugget	1	KG		
5	Chicken Popcorn	1	KG		
6	Chicken Lollipop	1	KG		
7	Chicken Wings	1	KG		
8	Pork Sausage	1	KG		
9	Chicken Ham	1	KG		
10	Pork Ham	1	KG		
11	Fresh Pork	1	KG		
12	Fresh Pork Ribs	1	KG		
13	Shrimp (Tiger Prawn)	1	KG		
14	Shakam	1	KG		
15	Sikam	1	KG		
16	Yaksha Kam	1	KG		
17	Mutton	1	KG		
18	Pork Bacon	1	KG		
19	Minced Beef	1	KG		
20	Beef Liver	1	KG		
21	Beef Jerky	1	KG		
22	Boneless Fish	1	KG		
23	Salmon Fish	1	KG		
24	Local Trout Fish	1	KG		
25	Dry Fish	1	KG		

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



INTEGRITY PACT

1: General

Whereas the Chimi Dorji, Head, Corporate Service Division here in after referred to as the Employer one part, and.....representing..... .. on the other part (hereafter referred to as the Bidder) here by execute this agreement as follows:

2. Objectives

Now, therefore, the employer and the Bidder agree to enter into this pre-contract agreement, here in after referred to as integrity pact, to avoid all forms of corruption by following a system that is fair, transparent and free from any influence/ unprejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into, with a view to:

2.1. Enable the Employer to obtain the desired contract at a reasonable and competitive price in conformity to the defined specifications of the works, goods and services; and

2.2 Enable Bidders to abstain from bribing or any corrupt practice in order to secure the contract by providing assurance to them that their competitors shall also refrain from bribing and other corrupt practices and the Employer shall commit to prevent corruption, in any form by their officials by following transparent procedures.

3. Commitments of the Employer.

The Employer commits itself to the following:

3.1. The Employer hereby undertakes that no official of the Employer, connected directly or indirectly with the Contract, shall demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward favour 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, bid evaluation, contracting or implementation process related to the Contract.

3.2. The Employer further confirms that its officials have not favored any prospective Bidder in any form that could afford an undue advantage to that particular Bidder during the tendering stage and shall further treat all Bidders alike.

3.3 All the officials of the Employer shall report to the Chief Executive Officer, Employer, any attempted/completed violation of clauses 3.1 and 3.2. 3.4 Following report on violation of clauses 3.1 and 3.2 by official (s), through any source, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the Employer and such a person shall be debarred from further dealings related to the Contract process. In such a case while an enquiry is being conducted by the Employer the proceedings under the Contract would not be stalled.

4. Commitments of Bidders

The Bidder commits himself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of his bid or during any pre-contract or post-contract stage in order to secure the Contract or in furtherance to secure it and in particular commits himself to the following:

4.1 The Bidder shall not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, commission, fees, brokerage, any materials or immaterial benefit to any official of the Employer, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the Contract.

4.2 The Bidder further undertakes that he has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, commission, fees, brokerage, any material or immaterial benefit to any official of the Employer or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the Contract or any other contract with the Employer for showing or forbearing to show favour or disfavor to any person in relation to the Contract or any other contract with the Employer.

4.3 The Bidder shall not collude with other parties interested in the contract to preclude the competitive bid price, impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

4.4 The Bidder, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the Employer or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

4.5 The Bidder shall not enter into any monetary dealings or transaction, directly, with any tender committee member, and if he does so, the Employer shall be entitled forthwith to rescind the Contract and all other contracts with the Bidder.

5. Sanctions for Violation.

The breach of any aforesaid provisions or providing false information by employers, including manipulation of information by evaluators, shall face administrative charges and penal actions as per the existing relevant rules and laws. The breach of the Pact or providing false information by the Bidder, or anyone employed by him, or acting on his behalf (whether with or without the knowledge of the Bidder), or the commission of any offence by the Bidder, or anyone, employed by him, or acting on his behalf, shall be dealt with as per the provisions of the Penal Code of Bhutan, 2004, and the Anti – Corruption Act, 2006. In the event of a breach, the Employer shall also take all or any one of the following actions, wherever required:

5.1 Immediately call off the pre-contract negotiations without giving any compensation to the Bidder. However, the proceedings with the other Bidder(s) would continue.

5.2 Immediately cancel the contract, if already awarded/signed, without giving any compensation to the Bidder.

5.3 Forfeit the Earnest Money/security deposited with the Employer.

5.4 Recover all sums already paid to the Bidder.

5.5 Encash the advance bank guarantee and performance bond /warranty bond, if furnished by the Bidder, in order to recover the payments already made by the Employer, along with interest.

5.6 Cancel all or any other Contracts with the Bidder.

5.7 Debar the Bidder from entering into any bid from the Employer as per the Debarment Rule.

6. Examination of Books of Accounts

6.1 In case of any allegation of violation of any provisions of this integrity pact or payment of commission, the Employer/authorized persons or relevant agencies shall be entitled to examine the Books of Accounts of the Bidder and the Bidder shall provide necessary information of the relevant financial documents and shall extend all possible help for the purpose of such examination.

7. Monitoring and Arbitration

7.1 The Employer shall be responsible for monitoring and arbitration of IP as per the procurement rules.

8 Legal Actions

8.1 The actions stipulated in this integrity pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceeding as.

9. Validity

9.1 The validity of this integrity pact shall cover the tender process and extend until the completion of the contract to the satisfaction of both the employer and the Bidder.

9.2 Should one or any provision of this pact turn out to be invalid, the remainder of this pact remains valid. In this case, the parties shall strive to come to an agreement to their original intentions.

We hereby declare that we have read and understood the clauses of this agreement and shall abide by it. Further, the information provided in this agreement is true and correct to the best of our knowledge and belief.

The parties here by sign this Integrity pact at Head Office, Paro on 18th December 2023 or before the supply contract was signed.



EMPLOYER

Witness:

1.....



BIDDER/REPRESENTATIVE

1.....

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT WE, *[insert name of the Bidder]*
..... An Employer incorporated under the *[insert relevant statute of the country of incorporation]* and having its registered office at *[insert address]*
..... (Hereinafter referred to as the “Bidder”) having been authorized by the Board of Directors of the Employer, inter alia, to execute contracts in the name of and for and on behalf of the Employer. I *[insert name of the person giving the power of attorney]*
..... presently holding the position of *[insert designation of the person giving the power of attorney]* in the Employer do hereby constitute, appoint and authorize Mr..... *[insert name, designation and residential address of the person to whom the power of attorney is being given]* as our true and lawful attorney to do in our name and on our behalf all such acts, deeds, things necessary and incidental to submission of our Bid against NIT No., floated by Employer.

I hereby further authorize the above attorney for signing and submission of the Bid and all other documents, information related to the Bid including undertakings, letters, certificates, declarations, clarifications, acceptances, guarantees, any amendments to the Bid and such documents related to the Bid, and providing responses and representing us in all the matters before Employer in connection with the Bid for the said NIT till the completion of the bidding process.

I accordingly hereby nominate, constitute and appoint above named severally, as my lawful attorney to do all or any of the acts specifically mentioned immediately herein above.

WE do hereby agree and undertake to ratify and confirm whatever the said Attorney shall lawfully do or cause to be done under and by virtue of this power of Attorney and the Acts of Attorney to all intents and purposes are done as if I had done the same on behalf of the Employer if these presents had not been made.



IN WITNESS whereof I, have executed these presents this the
..... day of at

EXECUTANT

Signature.....

Name:

Designation.....

ACCEPTED:

Signature of Attorney.....

Name:

Designation.....

Signature of the Attorney Attested

.....

EXECUTANT

Name.....

Designation.....

Office Seal.....

Note: *The Power of Attorney should be notarized as per applicable legal provisions in the country of the Bidder*

