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DRUK HOLDING & INVESTMENTS LTD.

GROUP STANDARD BIDDING DOCUMENT

GOODS (Bidding Forms)



Contents

SECTION III BIDDING FORMS	1
FORM I: BIDDER'S INFORMATION FORM.....	1
FORM II: BID SUBMISSION FORM	3
FORM III: BID SECURITY (BANK GUARANTEE).....	6
FORM IV: MANUFACTURER'S AUTHORIZATION.....	7
FORM V: INTEGRITY PACT	8
FORM VI: DEVIATION SCHEDULE	11



SECTION III BIDDING FORMS

Form I: Bidder's Information Form

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

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

Tender No.: *[insert number of bidding process]*

<p>1. Bidder's Legal Name <i>[insert name]</i></p>
<p>2. In case of Joint Venture/ Consortium (JV/C) legal name of each member: <i>[insert JV/C]</i></p>
<p>3. Bidder's or each member of JV/C's Country of Registration: <i>[insert Country of Registration]</i></p>
<p>4. Bidder's or each member of JV/C's Year of Registration: <i>[insert year of registration]</i></p>
<p>5. Bidder's or each member of JV/C's Legal Address in Country of Registration: <i>[insert legal address]</i></p>
<p>6. Bidder's or each member of JV/C 's Authorized Representative Information (if applicable) Name and identity No.: <i>[insert Authorized Representative's name and identity No.]</i> Address: <i>[insert Authorized Representative's address]</i> Telephone/mobile No.: <i>[insert Authorized Representative's contact No.]</i> E-mail Address: <i>[insert Authorized Representative's email]</i></p>



Attached are copies of the following original documents:	
<i>[check the box(es) of the attached original documents]</i>	
<input type="checkbox"/>	Articles of Incorporation or Registration of firm or valid Trade license named in 1 above,
<input type="checkbox"/>	In the case of a JV/C letter of intent to form the JV/C or the JV/C agreement
<input type="checkbox"/>	In the case of a government owned entity from Bhutan, documents establishing legal and financial autonomy and compliance with commercial law
<input type="checkbox"/>	Power of attorney authorizing the signatory of the Bid to sign on behalf of the Bidder.
<input type="checkbox"/>	Tax clearance certificates.



Form II: 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]*

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

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
No.....*[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 Delivery Schedules specified in the SCC 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 (d) below 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 90 days [insert number] from the date fixed for the Bid submission deadline in accordance with ITB Sub-Clause 26.1, 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 ITB Clause 45 and GCC Clause 16 for the due performance of the Contract;
- (g) We are not participating, as Bidders, in more than one Bid in this bidding process, other than any alternative offers submitted in accordance with ITB Clause 15;
- (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 pursuant to ITB Sub-Clause 3.2;
- (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, in accordance with ITB Sub-Clause 3.4;
- (k) We have carefully read the ITB and GCC documents from the BPC website, 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 accept the Vendor Performance Management System (VPMS) and agreed to abide by the provision in the VPMS in case the contract is awarded.

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]*



Form III: Bid Security (Bank Guarantee)

[The Bank shall fill in this Bank Guarantee Form in accordance with the instructions indicated.]

.....
[insert Bank's Name, and Address of Issuing Branch or Office]

Tender No.

Beneficiary:
[Name and Address of Purchaser]

Date: _____

BANK GUARANTEE No.: _____

At the request of the Bidder, we.....*[insert name of Bank]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of..... *[insert amount in figures]*

.....
[insert amount in words] upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the Bid conditions, because the Bidder:

- (a) has withdrawn its Bid during the period of Bid validity specified by the Bidder in the Form of Bid; or
- (b) having been notified of the acceptance of its Bid by the Purchaser during the period of Bid validity, (i) fails or refuses to execute the Contract Form; or (ii) fails or refuses to furnish the Performance Security, if required, in accordance with the Instructions to Bidders.

This guarantee will expire:

- (a) if the Bidder is the successful Bidder, upon our receipt of copies of the contract signed by the Bidder and the Performance Security issued to you upon the instruction of the Bidder; or
- (b) if the Bidder is not the successful Bidder, upon the earlier of (i) our receipt of a copy of your notification to the Bidder of the name of the successful Bidder; or (ii) thirty days after the expiration of the bidders bid.

Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

..... *[signature(s)]*



Form IV: Manufacturer's Authorization

[The Bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the Manufacturer and be signed by a person with the proper authority to sign documents that are binding on the Manufacturer. The Bidder shall include it in its bid, if so, indicated in the BDS.]

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

Tender No.:..... [insert tender number]

Alternative No.:..... [insert identification No if this is a Bid for an alternative]

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

WHEREAS

We[insert complete name of the Manufacturer], who are official manufacturers of[insert type of Goods manufactured], having factories at[insert full address(s) of the Manufacturer's factory/ies], do hereby authorize[insert complete name of Bidder] to submit a Bid in relation to the Invitation for Bids indicated above, the purpose of which is to provide the following Goods, manufactured by us, namely[insert name and/or brief description of the Goods], and subsequently to negotiate and sign the Contract.

We hereby extend our full guarantee and warranty in accordance with GCC Clause 28 with respect to the Goods offered by the above firm.

Signed: [insert signature(s) of authorized representative(s) of the Manufacturer]

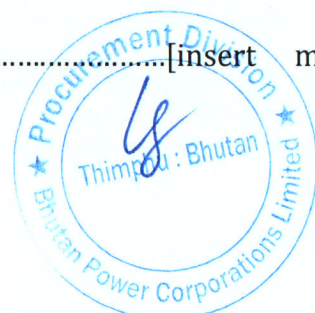
Name: [insert complete name(s) of the authorized representative(s) of the Manufacturer]

Title:

.....[insert title(s) of the authorized representative(s) of the Manufacturer]

Duly authorized to sign this Authorization for and on behalf of[insert complete name of the Bidder]

Dated on the.....[insert number] day of.....[insert month],[insert year].



Form V: Integrity Pact

This agreement should be a part of the tender document, which shall be signed and submitted along with the tender document. The head of employing agency/or his authorized representative should be the signing authority. For the Bidders, the Bidder himself or his authorized representative must sign the Integrity Pact (IP).

1. General:

Whereas Mr. Gorab Dorji, General Manager, Procurement Division representing the Bhutan Power 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.

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 process¹ and contract administration², 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 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.

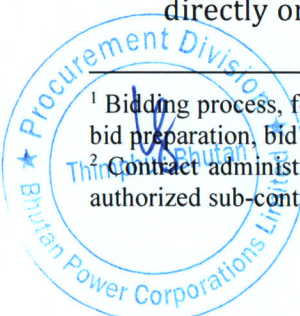
4. Commitments of the Employer:

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,

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, unauthorized sub-contracting and contract handing/taking over.



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 and contract administration.

- 4.2 The Employer further confirms that its officials shall not favour 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, favour, 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 _____.



EMPLOYER

BIDDER/REPRESENTATIVE

CID :

1	0	2	0	5	0	0	3	1	9	8
---	---	---	---	---	---	---	---	---	---	---

CID :

--	--	--	--	--	--	--	--	--	--	--

Witness:

Ghana Shyam Tamang

Witness:

Name: Ghana Shyam Tamang

Name:

CID :

1	1	1	0	3	0	0	2	0	3	8
---	---	---	---	---	---	---	---	---	---	---

CID :

--	--	--	--	--	--	--	--	--	--	--

Form VI: Deviation Schedule

The Bidder shall specify below, in detail, all deviations from and exceptions to the Bid Document. Any entry shall be referenced to the clause to which they refer.

The Bidder shall be deemed to be compliant with the content and intent of the Bid Document except in respect of deviations and exception listed in this Schedule.

Clause No.	Details of Deviation/ Exception	Reasons for Deviation/ Exception

Note: In continuation sheet to this page may be used and annexed to this form if required. In case of NO DEVIATION mentioned here and deviation of clauses/specification is mentioned elsewhere, then it will be taken as a deviation.

Signature of Bidder _

Place & Date _

