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WOOD CRAFT CENTRE LIMITED

Open Tender/Competitive Bidding

(Safety Boots)

TERMS & CONDITIONS

This opens tender/Competitive Bid for procurement of Safety Boots has been advertised through the Kuensel media under its letter no. WCCL3-OPR-1-2018-922 dated 9th November, 2018 and is subject to the given below Terms and Conditions. The required product specifications/description of Hardware Items and the definitions set out in the given Terms and Conditions are attached for better clarity and clarification;

1. Sealed tenders containing the bids shall be marked as Tender for “**Safety Boots**” and submitted to the following address:

**CHIEF EXECUTIVE OFFICER,
WOOD CRAFT CENTRE LIMITED,
P.O.BOX.NO.581,
LANGJOPHAKHA, THIMPHU,
BHUTAN.**

2. The Bid must be submitted on or before **8th December, 2018**, between 9 am to 4:00 PM (BST) to the procuring Agency Office (Wood Craft Centre Limited) and the bids shall be opened on **10th December 10:00 hours**.
3. Any bid received after the deadline for submission of bids prescribed by the Procuring Agency Office, shall be declared as “late” and shall be returned unopened to the bidder.
4. The bidders shall submit a copy of valid licenses, Tax clearance and other necessary documents along with the bids.
5. The Bidders shall submit the duly filled and completed **Integrity Pact** along with the bidding document. Bid shall be considered incomplete if the integrity pact is not submitted with the bidding documents.



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6. The Bidder's rate must be quoted for delivery at CIF Wood Craft Centre Limited, (WCCL) Langjophakha, Thimphu, Bhutan. The rate quoted should be valid for a period of **one (1)** year from the date of award of work, and must be **inclusive of freight, insurance, charges, GST, levies and taxes.**
7. A sample shall be displayed by the Procuring Agency during the period of tendering and all prospective bidders shall quote their bids according to the samples and specification specified by the Procuring Agency.
8. The Procuring Agency reserves the right to increase or decrease the quantity of items tendered at the time of placing supply order, without any change in the price or other terms and conditions.
9. The Procuring Agency reserves the right to call quotations and receive the same in the form of email or fax, directly from the manufacturers in India and other countries and compare the rate with those offered by the local suppliers. If need be, agency reserves the right to purchase the items directly from manufacturer without assigning any reason thereof.
10. If the successful bidder fails to supply the materials as specified in the supply order, Procuring Agency shall cancel the order for the quantity not supplied and source it from other firms for immediate requirement. However, the Procuring Agency shall recover for the difference between contract rate and actual price paid to the other firms as liquidated damages from the supplied bill amount.
11. The bid shall be accompanied by a bid security of **Rs/Nu. 10,000/-** (Ten Thousand) only in the form of Demand Draft, Cash Warrant or unconditional Bank Guarantee valid not less than 120 days from the date of bid submission drawn in favor of Wood Craft Centre Ltd. Thimphu, and the same shall be returned on finalization of the Bids. Any bid not accompanied by bid security shall be treated as non-responsive.



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In case if a Bidder withdraws the bid during the period of bid validity the bid shall be forfeited or if the successful Bidder, to whom the notification of award for the supply is presented, refuses or neglects or fails to furnish the required performances Security, the bid security shall be forfeited.

12. The Procuring Agency i.e. WCCL reserves the right to reject any or all the bids without assigning any reason thereof.
13. The Successful bidder must furnish **Nu/Rs 10,000** (fifty thousand) as Performance Security Deposit only in the form of Demand Draft, Cash Warrant or Unconditional Bank Guarantee in favor of the Wood Craft Centre Ltd. Thimphu before signing a contract with the Wood Craft Centre Limited. This Performance Security Deposit shall be retained for a period of **One (1)** year and it shall not accrue any interest during the performance of the contract. In case of failure to supply the materials as per the specification/sample, the contract shall be terminated by forfeiting the Performance Security Deposit and second lowest bidder will be asked to supply the goods at his quoted rate. Withdrawal/ suspension from supplying after winning the Bid will also result in forfeiture of the Performance Security deposit.
14. The Supply of material must be completed within 25 days from the date of issue of the Supply order; **failing to supply the goods within the stipulated time, a penalty of 0.1% per day shall be deducted from the bill amount to the maximum of 10% of the total bill value.**
15. No extension of supply date shall be entertained without the written consent from Procuring Agency to that effect.
16. At the given point of time, the Procuring Agency reserves the right to reject the inferior quality of the material and require replacing the defective/inferior quality materials at the Supplier cost. The rejected materials should be lifted by the supplier



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- within a week's time. After expiry of above time period, the Procuring Agency shall not be responsible for any damage or loss of the material from the premises of WCCL.
- 17.** The Procuring Agency shall communicate the damages/shortages, if any. The Supplier shall be responsible to replace/rectify the damages/shortages within a reasonable period time to the full satisfaction of the Procuring Agency.
 - 18.** In case of failure to supply the Product as per the prefixed specifications the contract shall be terminated by forfeiting the Security deposit. Withdrawal/Suspension from supplying after signing the contract will also result in forfeiture of the Security deposit and in addition the bidder shall pay to the buyer positive difference of the sum, if any the next second lowest bidder within the 14 days of the withdrawal. If the bidder fails to pay the difference within the said date, the bidder shall be debarred by the Competent Authority as per the law.
 - 19.** The Payment shall be made within one month by the Procuring Agency from the date of receipt of material if no damages/shortages occur.
 - 20.** The Bank charges for preparation of TT/RTGS transfer shall be borne by the supplier.
 - 21.** The Procuring Agency and the Supplier shall make every effort to resolve mutually any disagreement or disputes in connection with the contract/supply.
 - 22.** If the Procuring Agency and the Supplier are unable to resolve the contract dispute mutually and amicably, the same will be referred to a Court of Law where the Court decision will be final and binding to both the parties.

Chief Executive Officer
Procuring Agency, WCCL

Bidder



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INTEGRITY PACT

1 General:

Whereas *Singye Dorji, Chief Executive Officer*, representing the Wood Craft Centre Limited, Royal Government of Bhutan, hereinafter referred to as the “**Employer**” on one part, andrepresenting, 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

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.



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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 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



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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 :

CID :

Witness: _____

Witness: _____

Name: Druptho Wangdi

Name:

CID :

CID :



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ANNEXURE 1

ITEM No	Description	Unit	Quantity	Rate	Technical specification and Standard
1.	Safety Boots	Pair	98		Sample can see from WCCI