



**Request for Proposal  
For  
Comprehensive Annual Maintenance Contract of  
Computers & Printers**

[TENDER REFERENCE NO: 28-BOB/IT/AMC/643

]

[4 December, 2009]

**SALIENT FEATURES OF THE BID**

Sl #	Item	Remark
1.	Tender No. & Date	[28-BOB/IT/AMC/643 & 4 December, 2009]
2.	Item Descriptions	[Comprehensive Annual Maintenance of Computers & Printers ]
3.	Bid Details:	
	a) Sale of Bid Document	[From 4 December – 27 December 2009
	b) Cost of Bid document	Nu.300.00 (Any bidder who has not registered or has not paid the cost of bidding document prior to sale closing date will not be permitted to submit their bid document)
	c) Place of Sale	Head IT Office, BOBL, HO, Phuentsholing
	d) Last Date of Bid submission	27 December 2009 (latest by 1530 hrs)
	e) Place of Bid submission	Head IT, HO, BOBL, Phuentsholing
	f) Opening Date & Time	27 December 2009 at 1600 hrs
	g) Place of Opening	BOBL, Head Office, Phuentsholing
4.	Bid Validity Period	90 days after the date of tender opening.
5	Bid Security (EMD)	<b>LOT1: SOUTH ZONE</b> 2% of Bid Amount
		<b>LOT2: WEST ZONE</b> 2% of Bid Amount
		<b>LOT3: EAST ZONE</b> 2% of Bid Amount

**CHECK LIST FOR BID SUBMISSION**

SL No	PARTICULARS	Requirement	Submitted*
1	Signed & Stamped Bid Form	Yes	<input type="checkbox"/>
2	Valid Trade License	Yes	<input type="checkbox"/>
3	Tax Clearance Certificate	Yes	<input type="checkbox"/>
4	Earnest Money Deposit	Yes	<input type="checkbox"/>
5	Copies of latest audited Income Statements	Yes	<input type="checkbox"/>
6	Dealership Certificate	Yes	<input type="checkbox"/>
7	Initial on each page of Tender Document	Yes	<input type="checkbox"/>
8	Initial on each page of Tender Document	Yes	<input type="checkbox"/>

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## Tender Document

### 1. Introduction

The Bank of Bhutan Limited, Phuentsholing (hereinafter referred to as “Client”) is a Public Sector undertaking registered under the Companies Act of the Kingdom of Bhutan 2000 with its Registered Office at Samdrup Lam, Phuentsholing, Bhutan. The Bank operates through its 26 branches spread across the Kingdom.

The Bank of Bhutan wishes to invite bids for the Comprehensive Annual maintenance Contract of Computers & Printers for Bank of Bhutan.

All bids are to be completed and returned to the Client in accordance with these instructions to the bidders.

### 2. Scope of Work

The Bidder shall perform/provide “Comprehensive Annual Maintenance Contract” of Computers & Printers in the office of Bank of Bhutan from the date of signing of agreement. The details of Computers & Printers are attached in the Annexure – A

### 3. AMC Contract Period

The AMC will be for the period of One year from the date of signing of Contract Agreement between the two parties (Client and Bidder)

### 4. Place/Location of AMC

The AMC of Computers & Printers has to be provided in the following Zones:

- i. South Zone
  - a. Phuentsholing Head Office
  - b. Phuentsholing Main Branch
  - c. Phuentsholing Bazaar Branch
  - d. Samtse Branch
  - e. Gomtu Branch
  - f. Gelephu Branch
  - g. Sarpang Branch
- ii. West Zone
  - a. Thimphu Main Branch
  - b. Thimphu City Branch
  - c. Paro Branch
  - d. Wangdue Branch
- iii. East Zone
  - a. Monggar Branch
  - b. Samdrup Jongkhar Branch

**5. Eligible Bidders**

The Invitation for bids is open to all the authorized IT firms holding a valid Trade License issued by Ministry of Economic Affairs, RGoB. Bids which are unaccompanied by such license will be rejected outright. The bidder shall furnish the following documentary evidence;

- i. Valid Trade license
- ii. Tax Clearance Certificate
- iii. A record of similar task carried out in the country in the last 1-2 years

**6. Sale of Bid Document**

From 4<sup>th</sup> December 2009 to 27<sup>th</sup> December 2009, during Office hours

**7. Cost of Bid Document**

The cost of Bid Document is Nu. 300.00 (Ngultrum Three Hundred only), Non-Refundable and The bidder shall bear all costs associated with the preparation and delivery of its bid and the Client will in no case be responsible or liable for those costs.

**8. Clarification of Bidding Documents**

Prospective bidders requiring any further information or clarification of the bidding documents may notify the Client in writing or by fax at the Client's mailing address indicated in the Notice Inviting Tender. The Client will respond in writing to any request for information or clarification of the bidding documents, which it receives no later than 10 (Ten) days prior to the deadline for the submission of Bids prescribed by the Client. The Client's response (including an explanation of the query) will be sent in writing or by fax to all prospective bidders who have purchased the Bidding Documents.

**9. Amendment of Bidding Documents**

- i. At any time prior to the deadline for submission of bids, the Client may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the Bidding Documents by addendum.
- ii. In order to afford prospective bidders reasonable time in which to take the amendment into account in preparing their Bids, the Client may, at its discretion, extend the deadline for the submission of Bids.

**10. Language of Bid: English**

The language of Bid shall be English. In the event of a Bidder furnishing any printed catalogue/literature for the Goods and Services in any other languages; the same shall be accompanied by English translation and for the purpose of interpretation, the English translation shall govern.

**11. Bid Prices**

- i. The bidder shall quote their prices in line with the details given in (Annexure A), stating the unit prices, total price per item, the total amount. All taxes, duties, insurance, transportation cost and should be firm for the period of the bid validity.

- ii. If the bidder has not quoted for some items within a set of Services, and the items do not represent a major/integral part of the Services, the Client reserves the right to cost load the average responsive rate of other bidders for the purpose of evaluation.
- iii. Prices quoted by the bidder shall remain fixed and valid for 90 (NINETY) days from the date of bid opening and will not be subject to variation on any account. A bid submitted with price adjustment condition will be treated as non-responsive and will be rejected outright.

**12. Bid Currencies:**

Prices shall be quoted in Ngultrum/Indian Rupee and payment shall be made in Ngultrum/Indian Rupee.

**13. Submission of Bids**

The bidder shall submit the bid in a sealed envelope clearly marked as 'Bid for Branch Networking' addressed to:

Head (IT),  
Bank of Bhutan  
Head Office  
Phuentsholing Bhutan

**14. One Bid per Bidder**

Each bidder shall submit only one Bid either by itself, or as a responsible officer in the management of the company. A bidder who submits more than one bid will be disqualified.

**15. Late Bids**

Any Bid received by the Client after the deadline for submission of Bids shall be declared "Late" and rejected and returned unopened to the bidder.

**16. Last Date of Bid Submission**

The original Bid must be received by the Client at the address specified in Sub-Clause 6 not later than **"1530 hours on 27 December 2009"**. Any Bid received by the Client after the deadline for submission of Bids, will be declared "Late" and rejected and returned unopened to the bidder.

**17. Modification and withdrawal of Bids**

- i. The bidder may modify or withdraw its Bid after the Bid's submission, provided that written notice of the modification or withdrawal is received by the Client prior to the deadline prescribed for submission of Bids.
- ii. No Bid may be modified subsequent to the deadline for submission of Bids.
- iii. No Bid may be withdrawn in the interval between the deadline for submission of Bids and the expiration of the period of bid validity specified by the bidder on the Bid Form.

**18. Opening of Bid by Client**

The Client will open Bids, in presence of bidders' representatives who choose to attend at 1600 hours on 27 December 2009 and at the following location.

**HO Conference Hall,  
Bank of Bhutan Limited  
Phuentsholing Bhutan**

**19. Process to be Confidential**

Information relating to the examination, clarification, evaluation and comparison of Bids and recommendations for the award of a contract shall not be disclosed to bidders or any other persons not officially concerned with such process. Any effort made by a bidder to influence the Client's processing of Bids or award decisions may result in the rejection of the bidder's Bid.

**20. Clarification of Bids**

To assist in the examination, evaluation and comparison of Bids, the Client may, at its discretion, ask the bidder for a clarification of its Bid. All responses to requests for clarification shall be in writing, and no change in the price or substances of the Bid shall be sought, offered or permitted.

**21. Preliminary Examination of Bids**

- i. The Client will examine the Bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the Bids are in order.
- ii. Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price per item that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price per item will be corrected. If there is a discrepancy between the Total Amount and the sum of the Total price per item, the sum of the total price per item shall prevail and the Total Amount will be corrected. In case of any discrepancy between "original" and "copy" (if required to be submitted), "Original" shall govern.
- iii. A Bid determined as not substantially responsive will be rejected by the Client and may not subsequently be made responsive by the bidder by correction of the non-conformity.

**22. Evaluation Criteria and comparison of Bids**

- i. The Client's evaluation of the bids will be based on assessment of each element of the bidder's response to the RFP, including intangible factors, such as Client's perception of the bidder's ability to meet the commitments. The Client is looking for reliable, competent Service Provider who has the ability and proven track record to meet or exceed the selection criteria. These selection criteria include, but are not limited to the following;
  - a. Bidder's business performance in terms of market and turnover

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- b. Past experience in similar task
  - c. Cost competitiveness
  - d. Delivery timeline
  - e. Quality of the Services
  - f. Capabilities and competencies
- ii. The Client will evaluate and compare the Bids previously determined to be substantially responsive.
  - iii. The Client's evaluation of a Bid will exclude and not take into account any allowance for price adjustment during the period of execution of the contract, if provided in the bid.
  - iv. No conditional offer(s) will be accepted. A bid with conditional offers shall be out-rightly rejected.

### **23. General Terms & Conditions**

- i. AMC includes repair or replacement of faulty Computers (CPUs & Monitors), Keyboard, Mouse and Printers by the Service Provider/bidder as is where is basis and shall ensure to attend the services call as and when required in respond to verbal (including telephone) or written notice by the Client.
- ii. The AMC charges will be payable quarterly, subject to completion of quarterly preventive maintenance/cleaning of Computers & Printers and the last on expiry of the AMC contract, on complete repair/replacement of the machines to the satisfaction of the Client.
- iii. The Bid shall be submitted along with the Earnest Money Deposit (EMD) of 2% of the Bid value in the form of Demand Draft/Cash Warrant infavour of DMD, Bank of Bhutan Limited, Phuentsholing payable at Bank of Bhutan Ltd. or Bhutan National Bank Ltd.
- iv. Bid submitted without the EMD shall be rejected outright. The EMD of unsuccessful bidders shall be returned after evaluation of bids.
- v. The EMD of bidders shall be forfeited in case any of the bidder withdraw their bids for any reason at the time of opening of bids.
- vi. The successful bidder shall be required to furnish 10% of the total quoted amount as Security Money within 10 days from the date of issue of Supply Order or else the Order shall be cancelled and the EMD forfeited.
- vii. The Security Deposit shall be refundable subject to the satisfactory completion of the contract.
- viii. If the firm fails to remedy any reported defects within the contract period, Client shall be entitled to either encash or to remedy the defects at the expense of the Service Provider

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- ix. Tax Deduction at Source (TDS) as applicable of the Total Bill value shall be deducted.
- x. **The Bidder must sign on every page of the Tender documents as an acceptance of the prescribed Terms and Conditions.**
- xi. The preventive maintenance/cleaning of Computers & Printers be carried out at quarterly intervals during Saturday, Sunday and Government holidays, first on signing the Contract in accordance to Clause 4.
- xii. The Service Provider Engineer and System Administrator of respective Zones or Branches shall maintain a log book to record the failure or problem type, cause, recovery action/repair work performed on equipment along with date and time.
- xiii. The Service Provider should maintain adequate stock of all spare including Hard disk, Monitor, Keyboard, Motherboard, Mouse, power supply unit and printers related parts so that equipments down-time is minimized.
- xiv. Call shall be attended to rectify any fault/failure in the Computers & Printers Hardware/Software (OS) by the Service Provider Engineer only and replace or repair within 48 hours. Exceeding the given time, the penalty will be levied @Nu. 500/- per day.
- xv. The Client shall not be bound to accept lowest quoted price and can accept or reject a Tender without assigning any reason thereof.
- xvi. The Client will award the Contract to the successful bidder whose Bid has been determined to be appropriate.
- xvii. An affirmative determination will be a prerequisite for award of the Contract to the Bidder. A negative determination will result in rejection of the Bidder's Bid.
- xviii. The Client or its representative shall have the right to inspect and/or to test the installation/setup/Services to confirm their conformity to the Specifications. If found not satisfactory Client reserve right to reject the bidders.
- xix. The Price Quoted by the bidder shall remain fixed and valid for 90 (NINETY) days from the date of bid opening and will not be subject to variation on any account.

#### **24. Reservation of Right**

The Client reserves the right to:

- i. Reject any or all Bids
- ii. Waive any informality in the Bids
- iii. Accept the Bid(s) that is or are in the best interest of Client
- iv. Accept other than the lowest price Bid
- v. Cancel the project at any time prior to signing of contract for any reason and without any penalty.
- vi. The Client reserves the right at the time of award of Contract to increase up to twenty (20%) or decrease by up to twenty per cent (20%) of the Quantity of work specified in the Technical Specifications, without any change in price or other terms and conditions.

#### **25. Notice of Award**

The Client will notify the successful bidder in writing by registered letter, email or by fax to be confirmed that its Bid has been accepted.

#### **26. Signing of Contract**

- i. Within 5 (Five) days from the date of issue of the notification of award of contract, the successful bidder shall execute the Contract Agreement at the Head Office, Bank of Bhutan, Phuentsholing, Bhutan.
- ii. The Chief Executive Officer, Bank of Bhutan, Phuentsholing, Bhutan shall be the authorized signatory to execute the contract with the selected bidder in accordance with the provisions of this Bid document, and any other specific instructions issued by the Tender Committee.

#### **27. Termination for Contract**

- i. The Client may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Service Provider, terminate the Contract in whole or in part:
  - a. If the Service Provider fails to deliver/provide any or all of the services within the time period(s) specified in the Contract, or any extension thereof granted by the Client; or
  - b. If the Service Provider fails to perform any other obligation(s) under the Contract; and
- ii. In the event the Client terminates the Contract in whole or in part, pursuant to Clause 27 i above, the Client may procure, upon such terms and in such manner, as it deems appropriate, Service similar to those undelivered/unperformed, and the Service Provider shall be liable to the Client for any excess cost for such similar Service. Notwithstanding the above, the Service Provider shall continue performance of the Contract to the extent not terminated.

## **28. Resolution of Disputes**

The Client and the Service Provider shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

- i. If, after 30 (thirty) days from the commencement of such informal negotiations, the Client and the Service Provider have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution by arbitration as described in Clause 28 ii.
- ii. If the dispute is to be settled by arbitration, the Client and the Service Provider shall be entitled to appoint one member each, and third arbitrator will be appointed by both of them by mutual consent. If either the Client or the Service Provider fails to appoint a representative, or both of them cannot agree on the appointment of a third member within thirty (30) days from the date of agreement to refer the matter for arbitration, then the case will be referred to the proper court in Bhutan for adjudication. The award shall be final and binding on the parties. If the disputes are settled by Arbitration, the cost of Arbitration shall be borne by both parties equally.

## **29. Applicable Law**

The Contract shall be governed by and interpreted in accordance with the laws of the Kingdom of Bhutan.

## **30. Force Majeure**

In the event that the Service Provider or the Client is delayed in performing any of their respective obligations under the Contract, and such delay is caused by Force Majeure, including but not limited to war, civil insurrection, fires, floods, epidemics, earthquakes, quarantine restrictions and freight embargoes, such delay may be excused and the period of such delay may be added to the time of performance of the obligation delayed.

If a Force Majeure situation arises, the Service Provider shall promptly notify the Client in writing of such condition and the cause thereof. Unless otherwise directed by the Client in writing, the Service Provider shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

## **31. Contract Language**

The Service Provider hereby represents that it has sufficient knowledge of the English language fully to understand the contract, the contract shall be in the English language, and all documentation related hereto will also be in the English language.

## 32. Annexure - A

Sl No	Item Description	Nos.	Location	Rate	Total
<b>South Zone</b>					
1	IBM	52	1. P/Ling, Head Office 2. P/Ling Main Br. 3. P/Ling, Bazaar Br. 4. Samtse Br. 5. Gomtu Br. 6. Gelephu Br. 7. Sarpang Br.		
2	ACER	52			
3	HP	33			
4	Epson LQ300+	8			
5	Epson LQ2180	15			
6	HP LaserJet P3005N	0			
7	HP LaserJet 1505	2			
8	HP LaserJet 1020	4			
9	HP LaserJet 3050	1			
10	HP DeskJet	4			
11	Printronix	6			
<b>West Zone</b>					
1	IBM	23	1. Thimphu Main Br. 2. Thimphu City Br. 3. Paro Br. 4. Wangdue Br.		
2	ACER	31			
3	HP	21			
4	Epson LQ300+	9			
5	Epson LQ2180	8			
6	HP LaserJet P3005N	3			
7	HP LaserJet 1505	1			
8	HP LaserJet 1020	3			
9	HP LaserJet 3050	1			
10	HP DeskJet	0			
11	Printronix	2			
<b>East Zone</b>					
1	IBM	24	1. Monggar Br. 2. Samdrup Jongkhar Br.		
2	ACER	5			
3	HP	7			
4	Epson LQ300+	1			
5	Epson LQ2180	6			
6	HP LaserJet P3005N	0			
7	HP LaserJet 1505	0			
8	HP LaserJet 1020	0			
9	HP LaserJet 3050	0			
10	HP DeskJet	0			
11	Printronix	1			