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BOB

BANK OF BHUTAN

A Chi Company

Banker to the Nation since 1968

Bidding Document

For

SUPPLY AND DELIVERY OF 2018 CALENDAR

TENDER NO: 000/BOB/TENDER/2017/008

22/08/2017

BOB BANK OF BHUTAN A Chi Company Head Office

SALIENT FEATURES OF THE BID

1. Tender No. 000/BOB/TENDER/2017/008	**Date: 22/08/2017**
2. Description of item	**Calendar**
3. Bids details:	
a. Sale of bid documents:	From 22/08/2017 to 20/09/2017
b. Cost of documents:	Nu. 250 (Non-refundable)
c. Place of sale:	BoB, Head Office, Thimphu, Babesa (during office hours)
d. Last date of submission:	20/09/2017 at 1300 hours
e. Place of submission:	BoBL, Corporate office, Thimphu, Babesa
f. Opening date:	20/09/2017 at 1500 hours
g. Venue for opening of bid	BoB, Head Office, Thimphu, Babesa
4. Bid Security (EMD)	2 % of total bid value
5. Bid Validity Period	75 Days from the date of bid opening.
6. Quantity Variation (Order)	Increase or decrease by 20%

I have read and hereby correctly state data/ accept all terms/ conditions/ criteria / other aspects, mentioned above on this page, unconditionally,

Signature & Seal_____ (Authorized Signatory)

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CHECK LIST FOR BID SUBMISSION

SL. NO.	PARTICULARS		Requirem-ent	Submitted Yes / No
1	Signed & Stamped Bid Form with mentioned details	a. Marked "Confidential".	Yes	
		b. Mentioned Bid Name, number and date.	Yes	
		c. Addressed to: ***Procurement Officer*** ***Bank of Bhutan, Head Office*** ***Thimphu, Babesa***	Yes	
		d. Written warning not to open before the specified time and date	Yes	
2	Copies	"**Original**" & "**Copy**" with the name of bidder on the envelope	Yes	
3	Earnest Money Deposit (EMD)	2% of total bid value	Yes	
4	Valid Trade License		Yes	
5	Tax Clearance Certificate		Yes	

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INVITATION FOR QUOTATION (IFQ)

1. ***SCOPE OF WORK:***

Bank of Bhutan would like to invite your firm to participate for supply and delivery of calendar for the year 2018 ***(Technical specification in clause 13).***

2. ***BIDDING INSTRUCTION:***

The bidder(s) shall submit the bid in accordance with the following clauses, if fails to comply the following clauses, the purchaser will not open the bid and will consider as non-responsive bid.

a) Bids shall be delivered by hand, courier or registered post to the following addressed during office hours;

Procurement Officer
Bank of Bhutan, Head Office,
Thimphu, Babesa

b) The outer envelope shall be without any other information's of bidder with the following mentioned clause;

i. The word **"Confidential".**
ii. Provide a warning not to open before the specified time and date of the Bid opening. Please mentioned the date and time of the bid opening.
iii. Mentioned the scope of work, bid number and date.
iv. If outer envelope mentioned any information's of bidder, purchaser will not accept/open the bid and shall return the bid without opening.

c) Two copies clearly marked ***"ORIGINAL"*** and ***"COPY"*** with signed and sealed by the person authorized to sign the Bid on behalf of the Bidder. The inner envelopes (**Original & Copy**) shall indicate the name/address of the Bidder, to enable the bid to be returned unopened in case it is declared late submission or not as per the clause 2 of the bidding document.

d) Quotation by fax or by electronic means is not acceptable

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3. **LAST DEADLINE FOR SUBMISSION:**

a) Date: 20th September, 2017
b) Time: 1300 hours
c) Place for submission: Procurement Unit, Head Office, Babesa, Thimphu

4. **DEADLINE FOR OPENING OF BIDS:**

a) Date: 20th September, 2017
b) Time: 1500 hours
c) Place of opening: Meeting Room, Head Office, Babesa, Thimphu
d) The quotation(s) will be opened in the presence of bidders or their representatives who choose to attend at the specified venue and time.

5. The quotation should be submitted as per the following instructions and in accordance with the attached Terms and Conditions of Supply and shall be for an integral part of the Contract.

a) **PRICE**:

i. Price quoted must be in Ngultrum; other currency shall not be accepted.

ii. The quoted price shall be inclusive of all related costs including taxes & duties, designing, sample, loading, unloading and other levies to the final place of delivery.

iii. **Price, quantity and delivery schedule;**

Sl. No	Name	Qty (piece)	Rate/Piece (Nu.)	Total Amount (Nu.)	Delivery Period (in days)
1	Calendar	85,000			
Total		**85,000**			
Insert Amount (In Words)					
Delivery period		*Maximum period for delivery is 45 calendar days from the date of issue of the Purchase Order by the Purchaser.*			
Signature of supplier					**Suppliers Official Stamp**

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Name of Supplier: ..... Contact No.: ..... Email id: .....
Date :

iv. If the bidder fails to complete the above clause 5, the purchaser shall treated as none responsive bid and will not evaluated further as we need the above information's in case of further clarification at the time of evaluation.

b) **EVALUATION OF QUOTATION:**

i. The substantially responsive bids will be evaluated by comparison of their quoted prices and their mentioned delivery period.

ii. Evaluation will carry out 95:5; 95 % for price and 5 % for delivery period as mentioned below;

Sl. No.	Particulars		%	Total
1	Price		95.00%	95.00 %
2	Delivery Period	Less than 15 days	5.00%	5.00%
		16 to 30 days	3.00%	
		31 to 45 days	1.00%	
Total				**100.00 %**

iii. The following method can use for calculation of price score of the respective bidder's;

$$*** \text{ Price Weightage of Bidder "X"} = 95 * \frac{\text{Lowest Price}}{\text{Respective Bidder's Price}}$$

c) In evaluating the quotations, the purchaser will determine for each quotation and evaluated price by adjusting the price quotation by making any correction for any arithmetical errors as follows;

i. Where there is a discrepancy between amounts in figures and in words, the amount in words will govern;

ii. 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 Employer there is an obviously gross misplacement of the

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decimal point in the unit rate, in case the line item total as quoted shall govern, and the unit rate shall be corrected.

iii. If the supplier refuses to accept the correction, this quotation will be rejected and the bid security shall be forfeited.

6. BID SECURITY:

a) The bid shall be accompanied by a bid security of 2 % of the total bid value in the form of cash warrant/ demand draft /unconditional Bank Guarantee/Banker's Cheque.

b) Insufficient bid security amount shall be treated as non responsive.

c) Minimum validity of bid security is 75 calendar days from the date of submission/opening of quotation/bid. Lesser validity of bid security will treat as none responsive bid.

d) Any bid not accompanied by bid security shall be treated as non responsive. Bid Security should be in original form; copies shall not be accepted;

e) The Bid Securities of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder furnishing the Performance Security.

f) The Bid Security of the successful Bidder shall be returned as promptly as possible after submitting the required Performance Security.

g) The Bid Security shall be forfeited,

i. If the bidder withdraws its Bid during the period of Bid validity before awarding the contract, or

ii. If the bidder fails to sign or accept the contract or furnish 10% Performance Security of the total value within prescribed period and

iii. If the bidder fails to accept the correction as per clause 5 (c) of the bidding document.

7. AWARD OF CONTRACT:

a) The award will be made to the bidder as per clause 5 (b) of the evaluation of quotation.

b) The bidder whose bid is accepted will be notified of the award of contract by the purchaser prior to expiration of the bid validity period.

c) Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.

(a) Upon the successful Bidder furnishing the signed Contract Form and the Performance Security, Bank shall promptly notify each unsuccessful Bidder and discharge its Bid

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Security.

(b) If the successful bidder fails to accept the contract, the purchaser will forfeit the bid security and blacklist the firm for three years and purchaser will notify to next successful bidder for executing the contract. If fails to accept by them, the purchaser will forfeit the bid security and will blacklist for three years if the validity of bid valid as per clause 7 of the bidding document.

7. VALIDITY OF THE OFFERS

a) Quotation(s) shall be valid for a period of 75 calendar days from the deadline for receipt of quotation(s) or opening of quotation(s).

b) A Bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.

c) Purchaser shall request extension of bid validity if necessary. If fails to accept the extension, the purchaser shall treated as non-responsive bid.

8. PEROFRMANCE SECURITY AND CONTRACT SIGNING

a) The successful bidder shall deposit 10 % of the total bid amount within 10 days of issuance of the award notification and for contract signing.

b) Failure to submit Performance Security within the stipulated time may lead to forfeiture of the bid security, cancellation of award and blacklisting minimum of three years.

c) Performance security shall have valid till the end of the contract and will be returned after the end of contract period after deducting all cost or expenses or other amounts that are to be paid to BoB.

d) Performance Security can be paid in Cash, Bank Draft, Bank Guarantee & Banker's Cheque in favor of Bank of Bhutan.

e) BoB reserves the right to forfeit the Performance security in addition to other claims and penalties on the event of the bidder's failure to fulfill any of the contractual obligations.

f) BoB reserves the right to set off this security deposit against any claim of any other contracts with BoB.

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8. *DELIVERY PLACE & PERIOD OF GOODS;*

a) Place of delivery: Underground BOB Store, Head Office, Thimphu, Babesa.

b) The maximum time period for the supply and delivery of the goods is *[45]* calendar days after the date of purchase order (exclusive purchase order date).

c) The supplier shall supply and deliver the goods within their prescribed time period after the date of issue of the Purchase Order.

d) Fails to deliver within the prescribed time period mentioned by bidder shall levy liquidity damage as per clause 9 of the bidding document.

e) If the bidder fails to mention the delivery time period in clause 5 (a), the bid is treated as none responsive and shall not process further evaluation.

f) If the delivery mention by the bidders exceed the maximum period, the purchaser bid is consider as none responsive.

9. LIQUIDITY DAMAGE:

a) Bank shall levy 0.15 % per day for late delivery

b) Maximum liquidity damage: 15 % of the total value.

10. TERMINATION OF CONTRACT

The Purchaser may terminate the Contract in whole or in part, if the Supplier fails to perform any terms and conditions of the bidding document/purchase order/agreement;

a) If the Supplier fails to perform any other obligation(s) under the Purchase Order/contract agreement, or

b) If the Supplier does not take any remedial action within a period of (14) fourteen calendar days after notification by purchaser, or

c) If the Supplier, in the judgment of the Purchaser, has engaged in any corrupt or fraudulent practices in competing for or in executing the tasks under this Purchase Order/contract agreement, or

d) The Purchaser may at any time terminate the Contract by giving notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent without compensation to the Supplier, and

e) If the maximum liquidity damage exceed 15 % of the total value.

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11. PAYMENT TERMS:

a) Payment for Goods and Services supplied shall be made in Ngultrum after deducting 2% TDS.

b) No advance payment shall be provided to the bidder prior to delivery of goods by the bidders.

c) Payment shall be made within thirty (30) days of presentation of invoices.

12. OTHER TERMS AND CONDITIONS:

a) Further information/clarification can be obtained from the Procurement Unit, Head Office, Thimphu, Babesa in writing. Other form of clarification will not entertain.

b) In case the due date of submission and opening of the bid becomes non-working day, submission and opening of bid shall on next working day at the same time.

c) Any Bid received by the Purchaser after the deadline for submission of Bids shall be declared late, rejected, and returned unopened to the Bidder.

d) If the bidder deliberately gives wrong information in the tender, BoBL reserves the right to reject this contract at any stage and forfeit the EMD/Performance Security;

e) Depending on the final requirement, the purchaser may increase or decrease the quantities by twenty percent (+- 20%) of the purchase order.

f) The successful bidder shall not sub-contract the assignment.

g) 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.

h) The bidder shall take remedies within 14 calendar days after the date notification by the purchaser if founds defective or not as per the specification.

i) The purchaser may procure any of the items from the open market in case the supplier fails to supply and deliver the goods within the stipulated time and realize the difference amount between the quoted price & market price from the security deposit.

j) The Terms and Conditions hereinafter may only be varied with the written agreement of the Purchaser and no terms and conditions put forward at any time by the Supplier shall form any part of the Contract.

k) Purchaser requests the interest bidders to collect the sample from Procurement Unit,

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Head Office, Thimphu, Babesa to avoid wrong delivery of goods.

l) Any interlineations, erasures or overwriting shall be valid only if they are signed or initial by the person signing the Bid.

m) Purchaser shall add any terms and condition if require during the time of executing contract agreement.

n) All other clarification with regards to the procurement procedures and governing laws; it shall be governed and referred to the BoB Procurement Rules and Regulations 2013.

13. TECHNICAL SPECIFICATION;

Sl. No	Name	Specification
1	Calendar 2018	✓ **Paper Size**: 74*48 CM ✓ **Material:** 170 GSM Art Paper ✓ **Printing:** Offset with tin mounting ✓ **Color**: 6/6 colors ✓ **Script:** Dzongkha & English ✓ **No. of Pages:** 1 ✓ **Design and other:** as per BoB 2017 Calendar ✓ **Centre Picture:** Not finalized

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(Sample Contract Agreement)

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

BETWEEN

(1) *Bank of Bhutan Ltd, incorporated under the Companies Act of Bhutan* and having its principal place of business at *Babesa, P.O Box 102, Thimphu Bhutan* (hereinafter called "the Purchaser"), and

(2) *[insert name of Supplier]*, a corporation incorporated under the laws of *[insert: country of Supplier]* and having its principal place of business at *[insert: address of Supplier]* (hereinafter called "the Supplier").

WHEREAS the Purchaser 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").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2. The following documents shall constitute the Contract between the Purchaser and the Supplier, and each shall be read and construed as an integral part of the Contract, viz.:

   (a) This Contract Agreement;
   (b) The Special Conditions of Contract;
   (c) The General Conditions of Contract;
   (d) Technical Requirements (including Schedule of Supply and Technical Specifications);
   (e) The Supplier's Bid and original Price Schedules;
   (f) The Purchaser's Notification of Award of Contract;
   (g) The form of Performance Security;
   (h) The form of Bank Guarantee for Advance Payment;
   (i) *[insert here any other document(s) forming part of the Contract]*

3. 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.

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4. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

5. The Purchaser 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.

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.

For and on behalf of the Purchaser

Signed: *[insert signature]*

in the capacity of *[insert title or other appropriate designation]*

in the presence of *[insert signature]*

[insert identification of official witness]

For and on behalf of the Supplier

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

in the capacity of *[insert title or other appropriate designation]*

in the presence of *[insert signature]*

[insert identification of official witness]

Note: Any terms and conditions require will add at time of executing contract after agreeing by both the parties.

"Thank You"

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