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A dhi Company

Banker to the Nation since 1968

# **BIDDING DOCUMENT**

For

SUPPLY, DELIVERY and COMMISSIONING OF EMBOSSING MACHINE

# **SALIENT FEATURES OF THE BID**

1. Tender No. 000/BOB/TENDER/2	021/012 Date: 10/06/2021
2. Scope of work	Supply, Delivery and Commissioning of Card Embossing Machine
3. Bids details:	
a. Date of Invitation	From [10/06/2021 to 25/06/2021]
b. Cost of document	Not Applicable
c. Last date and time of submission	[25/06/2020 at 1430 hrs.]
d. Place of submission	<ul> <li>Hard Copy: Procurement Division, BoB Corporate Office, Norzin Lam, Thimphu (during office hours)</li> <li>Password protected Bid: <a href="mailto:cheten.dorji@bob.bt">cheten.dorji@bob.bt</a> and <a href="mailto:kinga.tshering2682@bob.bt">kinga.tshering2682@bob.bt</a></li> </ul>
e. Opening date and time	[25/06/2020 at 1500 hrs.]
f. Venue for opening of bid	BoB Corporate Office, Norzin Lam, Thimphu, Bhutan.
4. Bid Security (EMD)	[Nu. 90,000.00 as Lum-sump amount ]
5. Bid Validity Period	60 Days from the date of bid opening
6. Quantity Variation	Increase or decrease by 25%



# SAMPLE CHECKLIST FOR BID SUBMISSION

SI. No.	PARTICULARS	Requir-ement	Submitted Yes / No	
1	Stamp Bid OR Pas	Yes		
2	Valid Trade Licen	Yes		
3	Tax Clearance Ce	Yes		
4	Earnest Money Deposit (EMD)	Nu. 90,000.00 (Nu. Ninety Thousand only) as lump-sum amount in favour of "Bank of Bhutan Limited"	Yes	



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	OBJECTIVE OF THIS RFP/SCOPE OF WORK



# REQUEST FOR PROPOSAL (RFP)

### 1. BRIEF BACKGROUND OF THE BANK

Established by a Royal Charter in May 1968, Bank of Bhutan (BoB) is the oldest bank in the country. It also acted as the Central Bank of Bhutan till the Royal Monetary Authority of Bhutan was set up in 1982. Registered under the Companies Act of the Kingdom of Bhutan 2000, as a public sector commercial bank, it was the country's only banking institution until 1997.

Today, BoB has the distinction of being the largest commercial bank in Bhutan, making its presence felt in every Dzongkhag, and Major Township through a network of 54 branch offices. With the adoption of Core Banking Solution in 2009, banking operations were automated. This saw the emergence of ATMs, Internet Banking, POS and Mobile & Agency Banking Services as alternate channels to deliver banking services.

As on 31st December, 2019 the paid up capital was Nu. 3,000 million and shares were held by Druk Holding & Investments (DHI) and the State Bank of India in the ratio of 80:20 respectively.

In 2007, DHI took control over the country's public sector companies, including Bank of Bhutan, which until then was under the Ministry of Finance.

BoB provides a wide range of financial products and services, such as deposits, loans, trade finance and a number of channels for financial transactions to customers.

Bank of Bhutan Ltd. desires to appoint a consultant(s) having experience in Supply, delivery and commissioning of Embossing Machines for Bank of Bhutan Limited.

### 2. OBJECTIVE OF THIS RFP/SCOPE OF WORK

The Bank of Bhutan now invites sealed Bids from national or international bidders who are eligible and qualified for supply, delivery and commissioning of Card Embossing Machine. The required technical specifications of the machine and compliance sheet as below;

Specification	Description	Yes/No
	-Magnetic stripe encoding	
Options	Single or Multi smart card encoding station.	
	-Embosser 110 characters drum and above	
	-Front and/or rear in filler station.	
Performance	Magnetic encoding, embossing, rear indenting, tipping.	



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	• Up to 500 cph	
	Max working time	
	• Up to 9 hours a day	
	ISO Magnetic stripe encoding - 3 track HiCo and LoCo	
Encoding	Chip encoding – contact, contactless.	
	Multi smart card encoding	
C 1	ISO CR80, ISO7810, ISO7816, ISO7811,ISO14443A&B	
Card compatibility	Card material: PVC plastic	
compatibility	Card thickness: 0.76 mm (30 mil) +/- ISO tolerances	
Software	Card production software base on product with License	
Software	Smart card SDK- Language English	
Supported OS	Windows 10	
	Card feeder capacity: Min. 400-550 cards.	
Card hoppers	Card stacker capacity: 400-550 cards (approx. 385 embossed	
	cards), Reject card tray with capacity above 20 cards	
Security	Data encryption	
Security	Service key for service / maintenance	
Warranty	Minimum 12 months	
Cleaning	Cleaning card for regular cleaning cycles (warranty observance)	
material	Swab for roller cleaning	
Interface	Ethernet and USB	
Speed	20 to 45's per card	
Spare Parts	Availability of the spare parts with details descriptions	
Support Services	24/7 hours	

# 3. OWNERSHIP OF THIS RFP

The content of this RFP is a copy right material of Bank of Bhutan Limited (BoBL). No part or material of this RFP document should be published on paper or electronic media without prior written permission from the Bank.

### 4. DUE DILIGENCE

The bid shall be deemed to have been submitted after careful study and examination of this RFP document. The bid should be precise, complete and in the prescribed format as per the requirement of this RFP document. Failure to furnish all information or submission of a bid not in-line with this RFP will be at the bidders' risk and shall result in rejection of the bid. Also the grounds for rejection of Bid should not be questioned after the final declaration of the successful Bidder.

The bidder is requested to carefully examine the RFP documents and the terms and conditions specified therein and if there appears to be any ambiguity, contradictions, inconsistency, gap and/or discrepancy in the RFP document, Bidder should seek necessary clarification.

### 5. ADMENDEMENT OF BIDDING DOCUMENT

- a. At any time prior to the deadline for submission of Bids the Bank may amend the Bidding Documents by issuing an addendum. This may be done either on the Bank's own initiative or in response to a clarification request from a prospective Bidder.
- b. Any addendum thus issued shall be part of the Bidding Documents and shall be communicated in writing to all who have obtained the Bidding Documents directly from the Purchaser. Such addendum shall be binding on the prospective Bidders, and shall require that prospective Bidders confirm receipt of it before the time established for the opening of Bids.
- c. The Purchaser may, at its discretion, extend the deadline for submission of Bids to allow prospective Bidders reasonable time in which to take the addendum into account in preparation of their Bids.

### 6. CLARIFICATION OF THE BIDDING DOCUMENT

- a. Prospective bidders requiring any clarification may seek in writing or email to <a href="mailto:cheten.dorji@bob.bt">cheten.dorji@bob.bt</a> and <a href="mailto:kinga.tshering2682@bob.bt">kinga.tshering2682@bob.bt</a>.
- b. BoB may hold a pre-Bid meeting for any request or queries for clarification on the Bid documents, from the prospective Bidders.
- c. The clarifications may be requested not later than five calendar days before the submission date and any clarification given by BoB shall be final, conclusive and binding.

### 7. PUBLICITY

Any publicity by the bidder, in which the Bank's name is to be used, should be done only with the explicit written permission of the Bank.

### 8. NON-DISCLOSURE OF INFORMATION

The bidders shall not, without the Bank's written consent, disclose any specification or information furnished by or on behalf of the Bank, to any person other than a person employed by the bidder in the performance of the work assigned to them.

### 9. FORCE MAJEURE

- a. The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages or termination for default if and to the extent that it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- b. For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- c. If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier 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.

### 10. BIDDING INSTRUCTION

The bidder(s) shall submit the bid in accordance with the following clauses. The Bank will not open the bid and will be directly rejected if such clauses are not complied with;

### SUBMISSION OF BID IN HARD COPY

a. Bids shall be delivered by hand, courier or registered post to the following address during office hours. Bids delivered by post or courier and received by Bank after deadline of submission will not be accepted:

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

- b. No information of the bidders' on the outer envelope. The outer envelope shall be sealed without any tempering and marked the word "CONFIDENTIAL" with the following details:
  - i. Bid name/scope, number and date; and
  - ii. Warning not to open before the time and date of bid opening.



c. Two copies inside the outer envelope clearly marked as "ORIGINAL" and "COPY" with signed sealed. The "ORIGINAL" and "COPY" also shall have/indicate the name and address of the bidder to enable the bid to be returned unopened in case of late submission.

OR

### SUBMISSION OF BID IN SOFT COPY WITH PASSWORD PROTECTED

- a. Email the password-protected bids to <a href="mailto:cheten.dorji@bob.bt">cheten.dorji@bob.bt</a> and <a href="mailto:kinga.tshering2682@bob.bt">kinga.tshering2682@bob.bt</a>
- b. The bid file name should be as "RFP for supply, delivery and commissioning of Embossing Machine of\_Company Name".

The soft copy of the response must be in one of the Office suite formats (Microsoft®Excel or Word) and Adobe®Acrobat

# 11. DOCUMENTS ESTABLISHING THE BIDDER'S QUALIFICATION TO PERFORM THE CONTRACT

- a. Dealership/OEM Certificate/MAF
- b. PCI EMV Contact and Contactless Compliance certificate
- c. Product Data sheet
- d. Audited Financial Statement for last 3 years (2017, 2018 & 2019)

### 12. LAST DEADLINE FOR BID SUBMISSION

- a. Date: 25/06/2021 at 1430 hrs (BST)
- b. Any Bid received after the deadline for submission, shall not be accepted and declared as late and returned unopened to the Bidder.

### 13. DEADLINE FOR OPENING OF BIDS

- a. Date: 25/06/2021 at 1500 hrs (BST)
- b. Place of opening: BOB Head Office, Thimphu
- c. In case the due date of submission and opening of the bid falls on a non-working day, submission and opening of bid shall be on the next working day, at the same time.
- d. The quotation(s) will be opened in the presence of bidders or their representatives who choose to attend the bid opening, at the specified venue and time.

### 14. SUBMISSION OF BID PRICE AND BID FORM

### A) SUBMISSION OF BID PRICE

**Head Office** 

The bid/quotation rate shall be submitted in accordance with the following Terms and Conditions;

 PRICE QUOTATION- DDP, Thimphu, Bhutan. The quoted price shall be inclusive of all related costs inclusive of taxes/duties. Bank shall not bear any associated cost incurred in the project.

# **Price and Supply Schedule**

SI. No	Description		Qty (No.)	Rate/ Qty	Total Amount	AMC (%)	
1		A STATE OF THE STA	Machine with ed in clause 2 above	1 1			
Deliv	ery period		um period for delive chase Order by the F			om the date of	issue of
	lelivery timeline Calendar days						
	l Bid price ords)						
Nam	e of Supplie	r:				Supplier	S
Focal Person Name:							
Cont	tact No.:				Signatur	e	
Emai	il id:	id:					

### ii. BID CURRENCIES

Prices shall be quoted in Ngultrum (BTN) or Indian Rupee (INR) or US Dollar (USD). The Bank of Bhutan Ltd's TT selling rate, on the date of bid opening, shall be used for evaluation purpose, for bids quoted other than BTN/INR.

### iii. EVALUATION AND COMPARISON OF BIDS

- a. To assist in the examination, evaluation and comparison of Bids, the Bank 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. Failing to respond to the clarifications sought by the Bank within two working days will be treated as non-responsive and hence be rejected.
- b. Non-compliance to the technical/product specifications/compliance sheet shall be considered as non-responsive bid and shall not be evaluated and their bid shall be

rejected.

- c. The bidder must attach/provide copies of relevant brochures/catalogue/brand name/model name of the goods which intend to be supplied, which will give sufficient information to carry out effective evaluation. Failing to submit the documents/information's of the goods which intend to be supplied shall be treated as incomplete documents/information's and shall be rejected as non-responsive bid.
- d. Bidders' bid complied with the technical specification shall be evaluated based on the FINANCAIL BID and TECHNICAL BID- 85% for financial bid and 15% for technical bid as mentioned below;

### **Evaluation Criteria**

Sl. No.	PARTICULARS %		(%)	TOTAL (%)	
1	TECHNICAL BID				
	Delivery Schedule and Installation Plan				
1	45 Days or less	= 3.00%	3.00%		
	46 Days to 60 Days	= 1.00%			
	Dealership / OEM Certificate				
2	i. OEM /Authorize Dealership	= 3.00%	3.00%		
	ii. Re-seller and others	= 1.00%			
	Experience & Technical Capacity in particul	ar filed		1	
3	<ul> <li>More than 5 works</li> </ul>	= 3.00%		15.00%	
	3 to 4 works	= 2.00%	3.00%		
	1 to 2 works	= 1.00%			
	No experience	= 0.00%			
	Warranty				
4	Three years or More	= 3.00%	3.00%		
	Two Years	= 1.00%			
5	Financial Capacity (Pro-rata basis)		3.00%		
11	COMMERCIAL BID		9F 00 0/		
2	Price Schedule (Pro-rata basis) 85.00%		85.00 %		
Total			100.0%	100.00%	

			Lowest Bidder's Rate	
Financial bid score formula	=	70 *	Individual Bidder's Rate	

iv. While evaluating the quotations, the Bank will determine for each quotation and evaluate price by adjusting the quoted price in case there is any arithmetical errors as follows:

- a. Where there is a discrepancy between amounts in figures and in words, the amount in words will prevail;
- b. Where there is discrepancy between the Unit Rate and the line item, the resulting figure from multiplying the Unit Rate by the quantity shall prevail unless in the opinion of the Bank there is an obviously gross misplacement of the decimal point in the Unit Rate; and
- c. If the supplier refuses to accept the correction, this quotation will be rejected and the bid security shall be forfeited.

### B) SUBMISSION OF BID FORM

- i. The Bidder shall submit the Bid Submission Form using the Form in the *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 in with the information requested.
- ii. A bid in which the Bid Submission Form not duly filled, signed and sealed by the bidder shall be rejected.

### 15. BID SECURITY (EMD)

- a. The bid shall be accompanied by a bid security of Nu. 90,000.00 (Nu. Ninety Thousand only). The EMD amount should be submitted in the form of Demand Draft (DD)/Pay Order (PO)/Banker's Cheque (BC)/Unconditional Bank Guarantee issued by Bank in Bhutan in favour of "'Bank of Bhutan Limited' OR issued by SBI, for Indian bidder OR by any correspondent bank acceptable to Bank of Bhutan for international/third country bidders OR wire transfer to BOB account (will be shared on demand);
- b. Bid Security should be in original form; copies shall not be accepted;
- c. Inadequate/ In-sufficient bid security amount shall be treated as non-responsive and their bid shall be rejected;
- d. Minimum validity of bid security is 90 calendar days;
- e. Any bid not accompanied by bid security shall be treated as non-responsive and their bid shall be rejected;
- f. The Bid Securities of unsuccessful Bidders shall be returned as promptly as possible after awarding of contract to the successful bidder; and
- g. The Bid Security shall be forfeited in the event of:
  - i. If the bidder withdraws the Bid during the Bid validity period before awarding;
  - ii. If the bidder fails to submit the performance security/accept the contract/execute the contract agreement;

- iii. If the bidder fails to accept the arithmetical corrections;
- iv. A bidder making any statement or enclosing any form, which turns out to be false, incorrect and/or misleading and/or concealing or suppressing material information; and
- v. Any evasion, avoidance, refusal or delay on the part of the Bidder, to sign and execute the order/purchase order/service order or any other documents, as may be required by Bank, in case the Tender is accepted.

### 16. AWARD OF CONTRACT

- a. The award will be made to the bidder as per clause 14 (iii); evaluation of quotation.
- b. The bidder whose bid is accepted will be notified of the award of contract or letter of acceptance by the Bank prior to expiration of the bid validity period.
- c. Upon submission of the performance security by the successful bidder, Bank shall promptly notify each unsuccessful Bidder and discharge its Bid Security.
- d. Failure to provide/submit performance security by the successful bidder, Bank shall notify and offer to the second lowest evaluated bidder for executing the contract.

### 17. VALIDITY OF THE OFFERS

- a. Quotation(s) shall be valid for a period of 60 calendar days from the date of receipt of bids or opening of bids. The bid validity for a shorter period shall be rejected by the Bank as non-responsive.
- b. Bank shall request extension of bid validity, if necessary. If extension is not accepted, the Bank shall be treated as non-responsive bid and shall not be evaluated further.

### 18. PEROFRMANCE SECURITY

- a. The successful bidder should provide/submit 10% of the total contract value as performance security to Bank within 15 working days after issuance of contract award notification or letter of acceptance in favour of "'Bank of Bhutan Limited' OR issued by SBI, for Indian bidder OR by any correspondent bank acceptable to Bank of Bhutan for international/third country bidders OR wire transfer to BOB account (will be shared on demand);
- b. Performance security shall be valid till the end of warranty period and will be returned or released after the end of warranty period.
- c. The performance security shall be forfeited in the following case, if the bidders:



- Fails/withdraws to perform the contractual obligation under the purchase order/contract agreement;
- ii. Supplied different product which is not as per the specification/supplied inferior products and
- iii. Fails to replace the defective goods within 21 calendar days after notifying.

### 19. COMMISSIONING SITE AND PERIOD

- a. Delivery & Commissioning site: BoBL Head Office, Thimphu, Bhutan
- b. The maximum time period for supply, delivery and commissioning is 60 calendar days, but the successful bidder shall require completing the task within their stipulated time period as there is weight-age in evaluation. Delivery period exceeding the maximum period shall be directly rejected;

### 20. LIQUIDATED DAMAGE

- a. Bank shall levy a Liquidated Damage @ 0.10% of the total contract amount per day and shall not exceed 10% of the Total Contract Value.
- b. Liquidated Damage will be levied, only if the bidder fails to supply and deliver the goods within their stipulated time period. No credit will be given for earlier completion.
- c. Liquidated Damage shall be calculated as per formula below:

Liquidated Damage = 0.10% \* Contract Amount \* No. of delayed days

### 21. PAYMENT TERMS

- a. Payment for supplied goods shall be made within 30 working days after deducting 2% TDS for national bidders and 3% for international bidders.
- b. No advance payment shall be made prior to the completion of project/work.

### 22. WARRANTY PERIOD

- a. 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.
- Any goods found defective during the warranty period shall be replace/repair by the supplier at his cost. If the supplier fails to rectify and or replace the defective goods within

21 calendar days, the Purchaser shall do it at the cost of the supplier by deducting the performance security.

### 23. TERMINATION/BLACKLISITING

The Bank may terminate or debarred the suppliers/firms by giving notice under any of the terms and conditions of the bidding document/purchase/supply order, if the bidder:

- a. Withdraws its bid during the period of bid validity before awarding the contract;
- b. Fails to accept the contract or renew their bid security;
- c. Fails to perform any obligation(s) under the Purchase Order/Supply Order;
- d. Fails to supply the items as per the specification or replace the defective items;
- e. A bidder making any statement or enclosing any form, which turns out to be false, incorrect and/or misleading and/or concealing or suppressing material information.
- f. Deliberately gives wrong/invalid information to Bank in competing for or in executing the tasks under this tender or Purchase Order/Supply Order;
- g. Has engaged in any corrupt or fraudulent practices in competing for or in executing the tasks under this Purchase Order/Supply Order;
- h. Becomes bankrupt or otherwise insolvent without compensation to the Supplier; and
- i. If the maximum liquidity damage exceed 10 % of the total value.

### 24. QUANTITY VARIATION

Depending on the final requirement, the Bank may increase or decrease the quantities by twenty percent (25%).

### 25. GENERAL TERMS AND CONDITIONS

- a. The Bank is not bound to accept the lowest bid and reserves the right to accept or reject or annul any or all the bids without assigning any reason whatsoever. And also Bank has the right to cancel or terminate the contract at any point of time before the expiry of contract.
- b. Any effort by a Bidder to influence the Bank processing of Bids or award decisions may result in the rejection of the Bidder's Bids.
- c. Any type of formation of consortium, sub-contracting and joint assignments will not be allowed /considered. Such proposals will be disqualified.
- d. Failing to submit any or all the required documents with the tender documents will be treated as non-responsive and hence will be rejected.

- e. Alternative Bids shall not be considered and the bidder bidding for 2 different components in a single bid, with two or more different OEMs will be rejected.
- f. No conditional offer(s) will be accepted. A bid with conditional offers shall be rejected.
- g. Any other Terms and Conditions require for execution of contract shall be in writing upon agreeing by both the parties.
- h. Execution of AMC shall be done, if deems necessary and benefits to the Bank.
- i. Any interlineations, erasures or overwriting shall be valid only if they are signed or initialed by the person signing the Bid.

# 26. GOVERNING LAW

The Contract/ Purchase Order shall be governed by and interpreted in accordance with the Laws of Bhutan.

### 27. DISPUTE RESOLUTION

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.

"Thank You"



# Annexure I: Bid Submission Form

-	e Bidder shall fill in this form in accordance with the instructions indicated. No alterations to ormat shall be permitted and no substitutions shall be accepted.]
Date	e:[insert date of Bid submission]
Ten	der No.:[insert number].
To:	
We,	the undersigned, declare that:
(a)	We have examined and have no reservations to the Bidding Documents, including Addenda number:
(b)	We offer to supply in conformity with the Bidding Documents and in accordance with the Price and Supply Schedule of the Goods and Related Services;
(c)	The total price of our Bid, excluding any discounts offered in item is:
	the Bid Price in figures and words, 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:
	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:
(e)	Our Bid shall be valid for a period of
(f)	If our Bid is accepted, we commit to provide the Performance Security in accordance with Clause 18 for the due performance of the Contract;

- (g) We have no conflict of interest;
- (h) 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;

- (i) 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;
- (j) 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.
- (k) 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 p	erson whose name and capacity are shown
In the capacity of	[insert legal capacity	of person signing the Bid Submission Form]
Name:	[insert complete name o	of person signing the Bid Submission Form]
Duly authorized to sign t	he bid for and on behalf of:	[insert complete name of Bidder]
Dated on	day of	[insert date of signing]

