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BANK OF BHUTAN

A **chi** Company

Banker to the Nation since 1968

**STANDARD BIDDING DOCUMENT
FOR THE SUPPLY AND DELIVERY OF BIN CABINETS FOR
THIMPHU MAIN BRANCH**



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NOTICE INVITING TENDER

NIT No. 000/BoB/Tender/2022/18

Date: 13 December 2022

- **Purchaser Name:** Bank of Bhutan.
- **Procurement of Goods:** Supply and Delivery of Bin Cabinets for Thimphu Main Branch.

The Bank of Bhutan Limited would like to invite eligible national bidders with the valid trade license to submit the bid for the supply and delivery of Bin Cabinets for Thimphu Main Branch, Norzin Lam, Thimphu, as per the following Terms and Conditions;

Specification of Bin Cabinets as below:

- Bin: 4 Bin Cabinets.
- Sizes: All measurements in millimeters (mm).

- **External measurements (mm)**

External		
Height	Width	Depth
1114	1830	765

- **Internal measurements (mm)**

Internal		
Height	Width	Depth
480	915	710

- **Other measurements (mm)**

Sl.No	Descriptions	Measurements
1	Body thickness	1.2
2	Door thickness	1.2
3	Shelf thickness	1.2
4	Plinth thickness	1.2
5	Locking	6 Lever Dual Control

- Sliding doors with sunk handles move effortlessly in the channel.
- Provision for adding a padlock on each bin.
- Color: Black/Grey.



▪ **OWNERSHIP OF THIS STANDARD BIDDING DOCUMENT (SBD)**

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▪ **DUE DILIGENCE**

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

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

TERMS AND CONDITIONS OF SBD

1. Scope of Supply

- 1.1. Supply and Delivery of Bin Cabinets for Thimphu Main Branch.
- 1.2. The bidder(s) price quoted shall be as per the specification mentioned above and the Price Schedule as attached in **Annexure - II**.

2. Clarification of the bidding document

- 2.1. Further information and the picture of the Bin Cabinets can be obtained in writing from the Procurement Division **OR** email dupchen.lepcha@bob.bt and kinga.tshering2682@bob.bt not later than five working days from the date of bid submission. Clarification received after five working days from the date of bid submission shall not be entertained.

3. Documents comprising the bid

- 3.1. The bid must be accompanied by the following document:
 - i. Bid Security;
 - ii. Valid Trade license;
 - iii. Tax clearance;
 - iv. Bid Submission Form in Annexure I; and
 - v. Price Schedule in Annexure II.

4. Bid Price

- 4.1. All prices shall be quoted in Ngultrum. The quoted price shall be in Delivery Duty Paid (DDP), Thimphu, including taxes, duties, and other levies to the final place of delivery.
- 4.2. The final place of delivery is at Thimphu Main Branch, Norzin Lam, Thimphu.

5. Bid Validity

- 5.1. The bid shall be valid for **60 calendar days** from the date of submission of the bid. In exceptional circumstances, before the expiration of the bid validity period, the Purchaser may solicit the Bidder's consent to an extension of the bid validity period. The request and responses shall be made in writing. A bid valid for a shorter period shall be considered non-responsive.

6. Bid Security

- 6.1. The bid shall be accompanied by a bid security of Nu. 50,000.00 (Ngultrum Fifty Thousand) only in the form of Cash Warrant/Unconditional Bank Guarantee/Banker's Cheque/Demand draft in the name of the **Bank of Bhutan** issued by the Financial Institution enforceable in any Banks in Bhutan.
 - a) The Bid security shall be valid for 3 months from the date of bid submission.
 - b) The Bid Security is to be submitted as a part of the Bid in a separate sealed envelope.
 - c) Any Bid not accompanied by a bid security of adequate value and validity shall be rejected by the Purchaser as non-responsive.
- 6.2. The bid security shall be forfeited in the following cases:
 - a) If the Bidder withdraws the bid after the Bid opening during the period of Bid validity.
 - b) If the Bidder does not accept the correction of the Bid price;
 - c) In the case of a successful bidder, if the bidder fails within the specified time limit to sign the Contract or furnish Performance Security.

7. Submission of Bids

- 7.1. The bidder(s) shall submit one original bid marked "**ORIGINAL**". In addition, the bidder(s) should also submit one copy marked as "**COPY**". Bids submitted by electronic means are not acceptable. The bid including all documents should be duly filled, signed, and sealed in an envelope and addressed to and delivered at the following address:

STANDARD BIDDING DOCUMENT FOR SUPPLY AND DELIVERY OF BIN CABINETS

Head, Procurement
Procurement Division, 2nd Floor
BoB Corporate Office, Thimphu

8. Submission deadline

- 8.1. The deadline for receipt of the bid(s) and other required documents as per clause 3 of the above by the Purchaser at the indicated date is on or before **28 December 2022 at 02:30 PM (BST)**. Late submission of a bid(s) shall not be entertained.

9. Bid Opening

- 9.1 The bid(s) shall be opened in the presence of bidders or their representatives who choose to attend on **28 December 2022 at 03:00 PM (BST)**.

In case the due date of the opening of the bid falls on non-working days, the bid's opening shall be on the next working day at the same time.

10. Evaluation of Bid

- 10.1. The bidder fulfilling the specification shall be evaluated as per the criteria mentioned below; 95 % for financial and 5% for technical (Delivery Period)

Sl. No.	PARTICULARS %	(%)	TOTAL (%)
I	TECHNICAL BID		
1	Delivery Schedule and Installation Plan <ul style="list-style-type: none"> 45 Days or less = 5.00% 46 Days to 60 Days = 2.00% 	5.00%	5.00%
II	Financial BID		
1	Price Schedule (Pro-rata basis)	95.00%	95.00 %
Total		100.0%	100.00%

- 10.2. In evaluating the bids, the Purchaser will determine for each bid the evaluated price by adjusting the priced bid by making any correction for any arithmetical errors as follows; where there is a discrepancy between amounts in figures and words, the amount in words shall govern;
- 10.3. Where there is a 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 Purchaser there is an obvious gross misplacement of the decimal point in the unit rate, in which case the line-item total as quoted shall govern and the unit rate shall be corrected.

- 10.4. To assist in the evaluation, and comparison of the Bids, the Purchaser may, at its discretion, ask any Bidder for a clarification of its Bid. The clarification response by the bidder(s) shall be within the given time period and a late response shall not be entertained and shall be considered a non-responsive bid. Any clarification submitted by a Bidder that is not in response to a request by the Purchaser shall not be considered.

11. Purchaser's Right to Accept Any Bid, and or Reject Any or All Bids

- 11.1. 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.

12. Quantity Variation

- 12.1. Depending on the final requirement, at the time of the award of the Contract, the Purchaser may increase or decrease the quantities by twenty-five percent (25%) of the indicated quantity.

13. Award of Contract

- 13.1. The Purchaser shall award the Contract to the Bidder whose offer is the lowest evaluated Bid. The Purchaser shall issue a Notification of Award/ Purchase Order to the successful Bidder.
- 13.2. Item shall be evaluated and the contract shall be awarded to the bidder offering the lowest evaluated bid.

14. Delivery Schedule

- 14.1. The supply of the Goods and related services shall be completed within **60 calendar days** from the date of issue of the Purchase Order, or the signing of the contract.

15. Performance Security

- 15.1. The Supplier shall be required to furnish Performance Security of 10% of the quoted price in the form of cash warrant/demand draft/Banker's Cheque or unconditional Bank Guarantee in the name of **Bank of Bhutan** issued by a financial institution enforceable in any Banks in Bhutan, which shall be furnished upon issuance of notification of the award. Performance Security shall be valid for six months and will be returned after the completion of the supply.
- 15.2. 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.

16. Liquidated Damage

- 16.1. If the Supplier fails to deliver any or all of the Goods by the date(s) of delivery or fails to perform the Related Services within the period specified in the Contract/ Purchase Order, the Purchaser shall levy Liquidated Damages at the rate of 0.3% per day on the undelivered goods value and the maximum LD shall be 10% of the total contract value.

17. 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 its 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.

18. Payment Terms

- 18.1. No advance payment shall be made before the completion of the work and the payment shall be made within 30 working days after submitting the invoices.
- 18.2. At the time of the release of payment, Tax shall be Deducted at Source [TDS] from the gross amount of bills as per the Income Tax Act of Bhutan. The Purchaser shall furnish the necessary TDS Certificate to the Bidders, issued by the Department of Revenue & Customs, RGoB.

19. Warranty Period

- 19.1. No warranty of the goods shall be applied, but if any faults are detected in the Goods, shall be bound to rectify the fault or replace the Goods by the supplier. The

performance security shall be used to cover the cost of supplies not delivered or defective items not replaced or rectified.

- 19.2. Any goods found defective shall be replaced/repared by the supplier at her own cost. If the supplier fails to rectify and or replace the defects/or replace the defective goods, the Purchaser shall do it at the supplier's cost
- 19.3. **The Bidder shall submit the Bid Submission Form using the Form in Annexures I and II: This form must be completed without any alterations to its format.** No substitution shall be accepted. All blank spaces shall be filled in with the information requested.
- 19.4. A bid in which the Bid Submission is Form not duly filled, signed, and sealed by the bidder shall be rejected.

20. Termination

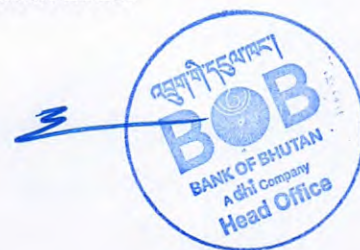
- 20.1. The Purchaser may, by written notice, terminate the Purchase Order or Contract [if applicable] in whole or in part at any time for its convenience.
- 20.2. If the Supplier fails to perform any other terms and conditions specified with the Purchase Order/Contract, or exceeds the maximum amount of Liquidated Damages; and
- 20.3. If the Supplier fails to perform any other obligation(s) under the Purchase Order/Contract, and if the Supplier does not take any remedial action within a period of **21 calendar days** after receipt of a notice of default from the Purchaser specifying the nature of the default(s).

21. Governing Law

- 21.1. The Contract/Purchase Order shall be governed by and interpreted by the Laws of Bhutan.

22. Dispute Resolution

- 22.1. 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.



Annexure- I: Bid Submission Form

[The Bidder shall fill in this form by 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]*

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

We, the undersigned, declare that:

(a) We have examined and have no reservations about the Bidding Documents, including Addenda number:..... *[insert the number and date of issue of each addendum];*

(b) We offer to supply in conformity with the Bidding Documents and accordance with the Schedule of Supply 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 the item 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 *[insert number]* from the date fixed for the Bid submission deadline and it shall remain binding upon us and may be accepted at any time before the expiry of that period;

(f) If our Bid is accepted, we commit to provide a Performance Security in accordance with Clause 15 for the due performance of the Contract;

(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;
- (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;
- (k) 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 the 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 understand that you are not bound to accept the lowest evaluated Bid or any other Bid that you may receive.
- n) We accept the Vendor Performance Management System.

Signed: _____ [insert signature of the person whose name and capacity are shown]

In the capacity of _____ [insert legal capacity of the person signing the Bid Submission Form]

Name: the _____ [insert complete name of the person signing the Bid Submission Form]

Duly authorized to sign the bid for and on behalf of: _____ the _____ [insert complete name of Bidder]

Dated on _____ the day of _____ [insert date of signing]

STANDARD BIDDING DOCUMENT FOR SUPPLY AND DELIVERY OF BIN CABINETS

Annexure II: Price Schedule

[Describe below the items, units, and quantity of the Goods and related Services required].

Sl. No.	Item	Unit	Qty	Unit Rate (Nu.)	Total Amount (Nu.)
1	Cash Storage (Bin Cabinets)	Pcs	20		
TOTAL BID PRICE					
Total Amount in words	<div>.....</div> <div>.....</div> <div>.....</div>				
Insert delivery period Calendar days				
Name of Supplier:					Supplier's Signature Official Stamp
Contact Number:					
Email id :					
Date :/...../2022					

