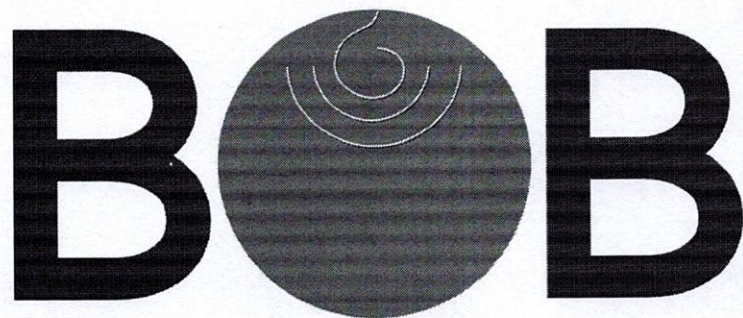


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BANK OF BHUTAN

A **dhi** Company

Banker to the Nation since 1968

**STANDARD BIDDING DOCUMENT (SBD) FOR
SUPPLY, DELIVERY, AND INSTALLATION OF STORE RACK
AT THIMPHU MAIN BRANCH**



**SBD FOR SUPPLY, DELIVERY AND INSTALLATION OF STORE RACK AT
THIMPHU MAIN BRANCH**

Table of Contents

1.	SCOPE OF SUPPLY	4
2.	CLARIFICATION OF THE BIDDING DOCUMENT	4
3.	DOCUMENTS COMPRISING THE BID	4
4.	BID PRICE.....	4
5.	BID VALIDITY	4
6.	BID SECURITY	4
7.	SUBMISSION OF BIDS	5
8.	SUBMISSION DEADLINE	5
9.	BID OPENING	5
10.	EVALUATION OF BID.....	5
11.	PURCHASER'S RIGHT TO ACCEPT ANY BID, AND REJECT OR CANCEL ANY OR ALL BIDS	6
12.	QUANTITY VARIATION.....	6
13.	AWARD OF CONTRACT	6
14.	DELIVERY SCHEDULE.....	6
15.	PERFORMANCE SECURITY	7
16.	LIQUIDATED DAMAGE	7
17.	FORCE MAJEURE.....	7
18.	PAYMENT TERMS	8
19.	WARRANTY PERIOD	8
21.	TERMINATION	8
22.	GOVERNING LAW	8
23.	DISPUTE RESOLUTION	8
	ANNEXURE I: BID SUBMISSION FORM	9
	ANNEXURE II: PRICE SCHEDULE.....	11
	ANNEXURE III: HEIGHT, WIDTH, LENGTH & OTHER INFORMATION.....	11
	ANNEXURE IV: SAMPLE PHOTOS.....	12

**SBD FOR SUPPLY, DELIVERY AND INSTALLATION OF STORE RACK AT
THIMPHU MAIN BRANCH**

NOTICE INVITING TENDER

Date: 31 May 2023

NIT No.: 000/BoB/Tender/2023/10

▪ **Purchaser Name:** Bank of Bhutan

▪ **Procurement of Goods:**

The Bank of Bhutan would like to invite a sealed bid for the supply, delivery, and installation of STORE RACK at Thimphu Main Branch, Norzin Lam Thimphu.

The measurement for the STORE RACK is as follows:

Specification for Thimphu Main Branch:

Sl. No.	Requirement	Description
1	Materials/Products	Godrej/Steelage or equivalent
2	Quantities	119 sets (1 set = 6 shelves)
3	No. of Shelves	6 Shelves
4	Load capacity per Shelf	150-200 Kilograms
5	Height	224 Centimeters
6	Breadth	40 Centimeters
7	Length	91 Centimeters
8	Usage	Store vouchers & other documents
9	Sample attached	
10	Installation charges	

For further clarification, the bidder(s) need to visit TMB for a sample check

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.

SBD FOR SUPPLY, DELIVERY AND INSTALLATION OF STORE RACK AT THIMPHU MAIN BRANCH

TERMS AND CONDITIONS OF SBD

1. Scope of Supply

- 1.1. The bidder(s) price quoted shall be as per the technical specification mentioned above and the Price Schedule as attached in **Annexure -II**.

2. Clarification of the bidding document

- 2.1. Further information can be obtained in writing from the Admin & Procurement Section **OR** email dupchen.lepcha@bob.bt and kinga.tshering2682@bob.bt not later than five calendar days before the date of the bid submission. Clarification received after the clarification deadline shall not be entertained.

3. Documents comprising the bid

- 3.1. The bid must be accompanied by the following document:
- Bid Security;
 - Valid Trade license;
 - Tax clearance;
 - Bid Submission Form in Annexure I;
 - Price Schedule in Annexure II; and
 - Height, Width, Length & other information in Annexure III.

4. Bid Price

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

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, prior to 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. 22,000.00 in the form of a Cash Warrant/Unconditional Bank Guarantee/Banker's Cheque/Demand draft in the name of the Chief Executive Officer, **Bank of Bhutan** issued by the Financial Institution enforceable in any Bank in Bhutan. The amounts are as below:

SBD FOR SUPPLY, DELIVERY AND INSTALLATION OF STORE RACK AT THIMPHU MAIN BRANCH

- a) The Bid security shall be valid for 3 months from the date of submission.
- b) The Bid Security is to be submitted as a part of the Bid along with the bidding document. The bid security should be submitted in original.
- 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 the 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 to produce the performance security and sign the contract within the specified time limit.

7. Submission of Bids

- 7.1. The bidder(s) shall submit one bid. The Bid submitted in electronic means is 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;

Head, Procurement
Admin & Procurement Section, 2nd Floor
BoB Corporate Office, Thimphu

8. Submission deadline

- 8.1. The deadline for receipt of your bid(s) and other required documents as per clause 3 of the above by the Purchaser at the indicated time is on or before 14 June 2023 at 14.30 hours, Bhutan Standard Time (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 14 June 2023 at 1500 hours (BST).

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

10. Evaluation of Bid

- a. Evaluation of the bid
 - i. Evaluation shall be carried out 100% on the quoted price. However, if the quality of the product is not up to the materials specified in the technical specification, then the bid shall be rejected without any explanation to the bidder.

**SBD FOR SUPPLY, DELIVERY AND INSTALLATION OF STORE RACK AT
THIMPHU MAIN BRANCH**

- ii. To assist in the examination, evaluation, and comparison of bids, the purchaser 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 purchaser within the specified time period shall be treated as non-responsive and hence be rejected.
 - iii. Non-compliance with the technical/product specification shall be considered a non-responsive bid and shall not be evaluated.
- b. While evaluating the quotations, the Bank will determine for each quotation and evaluate the price by adjusting the quoted price in case there are any arithmetical errors as follows:
- i. Where there is a discrepancy between amounts in figures and in words, the amount in words will prevail;
 - ii. Where there is a 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 obvious gross misplacement of the decimal point in the Unit Rate; and
 - iii. If the supplier refuses to accept the correction, this quotation will be rejected and the bid security shall be forfeited.
- 11. Purchaser's Right to Accept Any Bid, and Reject or Cancel Any or All Bids**
- 11.1. The Purchaser is not bound to accept the lowest bid and reserves the right to accept, reject, or cancel 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 has been determined to be the lowest evaluated Bid. The purchaser shall issue a Notification of Award/Letter of Acceptance OR Purchase Order to the successful bidder.
- 14. Delivery Schedule**
- 14.1. The supply and delivery of the goods and related services shall be completed within **60 calendar days** from the date of the Purchase Order.
- 14.2 Supply, delivery, and installation of Store Rack are at Thimphu Main Branch, Norzin Lam, Thimphu.
- 14.3 If the bidder quoted delivery schedule is more than 60 days, then the bid shall be

**SBD FOR SUPPLY, DELIVERY AND INSTALLATION OF STORE RACK AT
THIMPHU MAIN BRANCH**

considered as non-responsive.

15. Performance Security

- 15.1. The successful bidder shall be required to furnish performance security of 10% of the total quoted price in the form of a cash warrant/demand draft/Banker's Cheque or unconditional Bank Guarantee in the name of the Chief Executive Officer, **Bank of Bhutan** issued by a financial institution enforceable in any Bank in Bhutan, which shall be furnished upon issuance of notification of the award. Performance Security shall be valid for 12 months, renewal if requires, and will be returned after the completion of the warranty period.
- 15.2. The performance security shall be forfeited in the following case if the bidders:
- i. 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 deduct liquidated damages at the rate of **0.3%** per day of the value of unexecuted work and a maximum of **10%** of the total quoted price.

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 failures 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.

**SBD FOR SUPPLY, DELIVERY AND INSTALLATION OF STORE RACK AT
THIMPHU MAIN BRANCH**

18. Payment Terms

- 18.1. No advance payment shall be made prior to the completion of the work and the payment will be made within 30 working days after submitting the invoices.
- 18.2. At the time of the release of payment, all applicable taxes such as Tax Deducted at Source [TDS] from the gross amount of bills as per the Income Tax Act of Bhutan shall be deducted.

19. Warranty Period

- 19.1. Minimum warranty period of the goods is one year from the date of installation. Any goods found defective/faulty during the warranty period have to be replaced/repaired by the supplier at his/her own cost.
- 19.2. If the supplier fails to rectify and or replace the defective goods, the performance security shall be used to cover the cost of supplies not delivered or defective items not replaced or rectified.

20. Submission of Bid

- 20.1. The Bidder shall submit the bid submission form using the form in Annexures I, II, and III. ***This form must be completed without any alterations to its content.*** All blank spaces shall be filled in with the information requested.
- 20.2. A bid in which the bid submission form is not duly filled, signed, and sealed by the bidder shall be rejected.

21. Termination

- 21.1. 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.
- 21.2. If the supplier fails to perform any other terms and conditions specified with the purchase order/contract, or exceed the maximum amount of liquidated damages.
- 21.3. If the supplier does not take any remedial action for the default within a given time period after notifying.

22. Governing Law

- 22.1. The contract/ purchase Order shall be governed by and interpreted in accordance with the Laws of Bhutan.

23. Dispute Resolution

- 23.1. 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

**SBD FOR SUPPLY, DELIVERY AND INSTALLATION OF STORE RACK AT
THIMPHU MAIN BRANCH**

Annexure I: Bid Submission Form

[The Bidder shall fill in this form in accordance with 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 in 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].*

**SBD FOR SUPPLY, DELIVERY AND INSTALLATION OF STORE RACK AT
THIMPHU MAIN BRANCH**

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

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

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



**SBD FOR SUPPLY, DELIVERY AND INSTALLATION OF STORE RACK AT
THIMPHU MAIN BRANCH**

Annexure II: Price Schedule

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

	Description	Qty (Sets)	Rate/Piece (Nu.)	Total (Nu.)	Bidders' project timeline (in Days)
1	Store Rack (1 set = 6 selves)	119			
2	Installation Charges				
Total Amount					
Note: For further clarity, please visit BoB Thimphu Main Branch, Norzin Lam, Thimphu					
Total Bid Price (in words)				
Project time period		The maximum time period for supply, delivery & installation is 60 calendar days			
Name of Supplier:					Bidder Official Stamp & Signature
Contact No.:					
Email id:					
Date :/...../2023					

Annexure III: Height, Width, Length & other information

Sl. No.	Height (cm)	Width (cm)	Length (cm)	Remarks
1	224	40	91	
2	Materials/Brand			Steelage OR Godrej OR Equivalent
3	Load capacity per shelf			150-200 kilograms
4	Number of Shelves			6 shelves per set
5	Usage			To store vouchers & other documents
6	Sample inspection			Required (Thimphu Main Branch)

**SBD FOR SUPPLY, DELIVERY AND INSTALLATION OF STORE RACK AT
THIMPHU MAIN BRANCH**

Annexure IV: Sample photos

