

## BHUTAN NATIONAL BANK LIMITED



### Tender Document

Open Tender for Annual Maintenance Contract (Servicing only) for HVAC at BNBL  
Corporate Office, Thimphu

**Ref.# BNBL/PO-Tender/TH-08/2023/2610, dated: 25/07/2023**



Open Tender- Annual Maintenance Contract (Servicing Only) for HVAC 2023

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## Open Tender

Bhutan National Bank Ltd (BNBL) is pleased to invite seal bid from eligible Bhutanese firms for the “**Annual Maintenance Contract (Servicing only) for HVAC - 2023**” at BNBL Corporate Office, Thimphu according to the following time frame and terms & conditions:

|  |   |
|--|---|
| <b>Tender Calling Date</b>               | 25/07/2023  |
| <b>Tender submission date</b>            | 09/08/2023. 11:00 AM  |
| <b>Date &amp; Time of Tender opening</b> | 09/08/2023. 11:30 AM (tentative)  |
| <b>Name of the work</b>                  | Annual Maintenance Contract (Servicing only) for HVAC – 2023  |
| <b>Bill of Quantity (BOQ)</b>            | Refer: Annexure-I   |
| <b>EMD/Bid security</b>                  | Nu. 10,000.00 (Ngultrum Ten thousand) only  |
| <b>Tender Fee (Non-refundable)</b>       | Nu. 500.00 (Ngultrum Five hundred) only   |
| <b>Note:</b>                             | Tender document can be purchased from the <b>Procurement Section of Bhutan National Bank Limited, located on the 3<sup>rd</sup> floor of Corporate Office, Thimphu</b> on all working days from 9:00 AM to 5:00 PM (Monday - Friday). The tender documents can also be downloaded from BNBL website: <a href="http://www.bnb.bt">www.bnb.bt</a> . However, the bidder should register and deposit the tender fee on or before submission of the tender. |



## Section 1: Introduction

### 1.1 Background

The BNBL Management intends to seek Limited Tender for Annual Maintenance Contract (Servicing only) for HVAC equipment at Corporate BNBL office from the selected Bhutanese firms.

### 1.2 Scope of work

- 1.2.1 The successful bidder (s) shall undertake full responsibility of annual maintenance contract (Servicing only) for HVAC on quarterly basis for a period of one year.
- 1.2.2 The scope of work as specified by BNBL includes break-downs/repairs and maintenance etc.
- 1.2.3 All the equipment/installations shall always be kept in good and trouble free operating conditions.
- 1.2.4 The successful bidder has to maintain all the required records for break-downs/repairs and maintenance etc. during each visit mentioning what kind of job has been done during that visit and also provide maintenance report.
- 1.2.5 The successful bidder shall carry out the thorough inspection of the outdoor unit, identify any faulty equipment/items and submit report for replacing the same. However, for the smooth operation of the existing system, the AMC amount quoted shall be inclusive of the rates for the following spare parts:
  - i. Refrigerant Gas
  - ii. Compressor
  - iii. Printed Circuit Board
  - iv. Motor
  - v. Contactor
- 1.2.6 All tools & tackles, manpower, transportation and other resources required for executing the job shall be in the scope of the bidder. No extra charges will be paid by the bank regarding tools & tackles, manpower, transportation etc.





### 1.3 Timeline and deliverables

| Sl. # | Deliverables  | Timeline   |
|-------|---|--|
| 1     | Annual Maintenance Contract (Servicing only) for HVAC for the period of one year from the date of signing the contract agreement or commencement order. | Maintenance work shall be carried out on quarterly basis for a period of one year from the date of signing the contract agreement or commencement order. |

- If the successful bidder fails to comply with the scheduled timeline the bidder shall be liable for penalty as per the contract and supply terms & conditions.
- The contract shall be in force for initial period of one year and extendable further based on performance of previous year keeping other terms and conditions as per the contract. The contract can be terminated by either party by issuing one month advance notice in writing.

### 1.4 Price Schedule

- The price shall be in local currency (Ngultrum) inclusive of all taxes and service charges. The bidder is required to quote the price in the BOQ –Annexure I provided in this tender. The price shall be firm and irrevocable and not subject to any change whatsoever even due to increase in the labour cost till validity of the contract period. The selected bidder shall be contacted for additional maintenance works in future on repeat order basis for the entire contract period.

### 1.5 Registration of Tender submission

- Upon the received of tender submission, the BNBL shall register the tender document. Only complete submissions shall be registered. **Incomplete or partial submissions shall not be accepted.**
- All submissions, including any accompanying documents, shall become the property of the BNBL. Hence, submission of response to the tender shall be deemed as responds' license, and grant all rights to the BNBL to reproduce the whole or any portion of their submission for the purpose of evaluation, notwithstanding any copy right or other intellectual property right that may subsist in the submission or accompanying documents.



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### 1.6 Late Tender submission

- On-time submission of responses is strongly encouraged and recommended. Tender submissions lodged after the lodgment dateline will be documented by the bank and may be considered and evaluated at the absolute discretion of the bank. However, the bank has no obligation to accept or act on any reason for a late Tender response.

### 1.7 Requests for information/clarification

- The bidders are required to direct all communications related to this Tender to;

**The Procurement Incharge,**  
**HRA Department,**  
**Corporate Office,**  
**Bhutan National Bank Limited, Thimphu**  
**Email: [prinzin@bnb.bt](mailto:prinzin@bnb.bt)**

- All questions related to the tender, technical or otherwise, must be addressed to the above address. Interpersonal communications shall not be entered into and the respondent shall be disqualified if attempting to enter into such communications.
- BNBL shall try to respond to all the queries raised by the bidders. However BNBL reserves the right of not responding to any query, if the BNBL feels that the same is not required to be answered.

### 1.8 Notification

- The BNBL shall notify the selected bidders in writing as soon as possible about the outcome of its tender submission including if the bidders' submission has been rejected. The BNBL shall not be obliged to provide any reasons for any such rejection.



## Section 2: Special Terms and Conditions

- 2.1 The bidder (s) shall inspect the site before quoting the rates to fully acquaint about the equipment & condition in regard to accessibility of site, nature and extent of ground, working condition of site and locality including stacking of materials, installations of tools, tackles & Plant etc., required for satisfactory execution of the work contract. No claim whatsoever on such account shall be entertained by the BNBL under any circumstances. **Bidders are required to contact the Facility Officer at mobile # 17305759 for any clarification related to the site visit.**
- 2.2 The successful bidder, on award of contract / order must sign the contract / order acceptance in writing, within 7 (seven) calendar days of award of contract / order failing which the bid will be rejected without any further notice.
- 2.3 The necessary deductions on account of income tax, service tax etc. will be deducted at source, as applicable, as per Government Rules from the bills submitted by the vendor and necessary TDS certificate will be issued.
- 2.4 The successful bidder shall be responsible for the safety of his/her manpower and all the damages caused to the machinery due to negligent maintenance and at the end of the contract period he/she shall hand over plant and all equipment in the contract scope in good working condition.
- 2.5 The successful bidder shall be responsible for any periodic statutory inspection to be carried out on the equipment necessary test report and certificate rectification of defects, pointed during such inspection etc.
- 2.6 The successful bidder shall be responsible for arranging, at its own cost, all local as well as expatriate experts, including technicians and engineers, required for carrying out the preventive maintenance works.
- 2.7 The successful bidder shall ensure that minor complaints are resolved within 3 (three) working days of reporting of the complaints. In case of major breakdowns, the vendor shall ensure to complete the rectification/restoration/repairs within 15 (fifteen) calendar days of receipt of the notification from BNBL.





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**Section 3: General Terms and Conditions**

*Bidders shall comply with the following terms and condition:*

- 3.1 The bidder must have valid trade license and tax clearance certificate.
- 3.2 The bid shall be valid for a minimum of 3 (three) months from the date of submission.
- 3.3 BNBL reserves right to cancel and reject any and all tenders without explanation.
- 3.4 BNBL reserves rights to issue any amendment on the tender documents at any time prior to the last date of submission. Such amendment shall be notified to those bidders who have issued with the tender documents in writing or by standard electronic means.
- 3.5 Likewise, selected bidder (s) may request for bid clarification from the BNBL and the BNBL shall send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all bidders. Should the BNBL deem it necessary to amend the Bid document as a result of a clarification, it shall do so after following the due procedures.
- 3.6 The entire set of documents (all pages) submitted as part of the Proposal shall be sealed and signed by the bidder.
- 3.7 The bid document must be filled neatly and clearly. Incomplete or conditional proposals shall not be entertained. Overwriting if any shall be duly signed by the concerned bidder.
- 3.8 All notices or other communications to the bidder (s) shall be delivered through post or through email at the address mentioned and the bidder (s) should acknowledge the receipt of the notices/communications by return mail within 3 (three) calendar days.
- 3.9 The Bidder (s) shall fill up and submit the form for Submission of Proposal (Annexure II) and Bidder Identification Form (Annexure III) along with the tender documents.
- 3.10 The sealed bids shall be submitted in one sealed envelope marked as **"Original" – "Open Tender for Annual maintenance Contract (Servicing only) for HVAC equipment - 2023"** on **09/08/2023** on or before 11.00 AM and addressed to the following:



**Bhutan National Bank Limited**

**Corporate Office,**

**Thimphu**

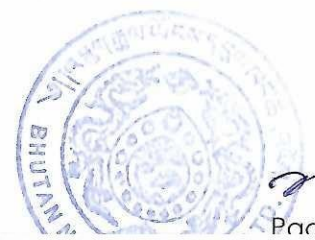
**Attention: The Procurement Incharge, HRA Department, Thimphu**

- 3.11 The BNBL reserves the right to hold negotiations with bidders, if necessary such negotiations shall be held at the date, time and address intimated to the qualified and selected bidder (s). Representatives conducting negotiations on behalf of the successful Bidder must have written authority to negotiate and conclude a contract.
- 3.12 The payment shall be made in two installments: 50% of the payment within a 7 (Seven) working days after signing the contract and the final 50% after completing the fourth and final servicing work and verification/approval of the official designated by BNBL.
- 3.13 If two or more bidders quote the same L1 rates, fresh quotes for the same L1 rates shall be obtained from both L1 bidders after providing 3 (three) working days for resubmission of fresh rates. BNBL's decision regarding reasonable time shall be final and binding on the bidders. Thereafter contract will be awarded to L1 bidder as per the fresh quotes.
- 3.14 Power of Attorney shall be submitted if an authorized representative is appointed.
- 3.15 The bidder (s) shall not be under a declaration of ineligibility for the corrupt practices issued by Royal Government of Bhutan.
- 3.16 EMD of Nu. 10,000/- (Ngultrum Ten thousand) only should be enclosed in the form of Draft/Cash warrant/Bank Guarantee favoring to Bhutan national Bank Ltd., Thimphu with validity of at least 3 (three) months.
- 3.17 The bid without bid security (EMD) or bid security which do not comply with the above terms shall be disqualified or considered as non-responsive.
- 3.18 Bid security (EMD) of "Responsive" but unsuccessful bidders shall be returned after receiving the performance security from the "successful bidder".



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- 3.19 Bid security (EMD) of "successful bidder" shall be returned after signing the contract and deposit of performance security.
- 3.20 The bid security (EMD) shall be forfeited;
- i. If the bidder (s) withdraws its bid during the period of bid validity; or
  - ii. If the bidder (s) does not accept the arithmetical corrections of its bid price, or
  - iii. In case of successful bidder (s), if the bidder fails:
    - a) To sign the contract agreement within the prescribed time; or
    - b) To furnish the performance security within the prescribed time.
- 3.21 The successful bidder, on award of contract / order must sign the contract / order acceptance in writing, within 7 (seven) calendar days of award of contract / order failing which the bid will be rejected without any further notice.
- 3.22 The necessary deductions on account of income tax, service tax etc. will be deducted at source, as applicable, as per Government Rules from the bills submitted by the vendor and necessary TDS certificate will be issued.



## Section 4: Tender Evaluation Criteria

**Evaluation shall be done based on single lot and lowest quoted rate (s) with fulfillment of the following criteria:**

- a) Bid price quoted
- b) Based on specification provided by BNBL
- c) Pre-qualification criteria (3.1)

**Note:** if bidder (s) quotes two rates for one item, it will be not evaluated (one rate for one item).

### 3.1 Pre-qualification criteria

Bidders shall fulfill the following mandatory criteria:

| Sl.# | Description  | Status    |
|------|--|-----------|
| 1.   | Valid Trade license  | Mandatory |
| 2.   | Valid tax clearance certificate  | Mandatory |
| 3.   | BOQ ( <b>Annexure I</b> )  | Mandatory |
| 4.   | Bid Submission Form ( <b>Annexure II</b> )   | Mandatory |
| 5.   | Bidder Identification Form ( <b>Annexure III</b> )   | Mandatory |
| 6.   | Declaration form for bidder for site survey ( <b>Annexure IV</b> )   | Mandatory |
| 7.   | Certificate for at least one Bhutanese national Engineer or Technician employed by the bidder, trained in HVAC installation & Maintenance. | Mandatory |
| 8.   | The bidder should have executed at least one HVAC project in Bhutan with documentary evidence.   | Mandatory |

**Note:** Verifiable documentary proofs for all the above requirements are mandatory. Proposals will be rejected if a bidder fails to submit any of the verifiable documentary evidence.





## Section 5: Performance Security

- The successful bidder (s) shall be required to furnish performance security equivalent to 10% of the quoted amount issued from any authorized financial institutions within 7 (Seven) calendar days after awarding the work.
- If the successful bidder (s) fails to provide the performance security within 7 (Seven) calendar days of the issue of the work awarding letter, the bid shall be considered as invalid and the particular work awarded shall be given to next lowest bidder.
- The performance security shall be in the form of demand draft/cash warrant/bank guarantee. The performance security shall be valid for minimum of 12 (twelve) months. However, the maximum validity for draft & cash warrant is up to 6 (six) months (only), and as such, the successful bidder should renew the same for another 6 (six) months based on bank's requirement.
- The Performance security shall be discharged with or without deductions (as applicable) to the successful bidder upon completion of performance obligations as described in the contract terms.
- The proceeds of this "Performance security" shall be payable to the BNBL as compensation for any failure of the successful bidder to complete his obligations stipulated in the contract.



## Section 6: Service Delivery Penalty Clause

### Delay in work execution;

- If the vendor fails to perform the work as per the contract on specified time, the following penalty clause shall be applied on the bill payable or Performance Security:
  - a) Delay up to one week- 2% (on the total contract value).
  - b) Delay exceeding one week but not exceeding two weeks- 5% (on the total contract value).
  - c) Delay exceeding two weeks but not exceeding one month- 10% (on the total contract value).
- Delay more than one month, work order shall be revoked and the performance security deposited shall be forfeited without any further notice. Further, if the vendor wishes to make the partial or remaining completion of works thereafter, the BNBL on its discretion shall accept the work. However, late completion penalty of 10% on the partial or remaining works shall be charged.



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**Annexure-I: BOQ for carrying out the AMC (Servicing only) for the HVAC (Daikin IV Model # RXYQ20TRY6)**

| Sl.# | Particulars           | Details  | Wiring Symbol | Qty. | Unit | Rate (Bu.) | Bidder's remarks (if any) |
|------|-----------------------|--|---------------|------|------|------------|---------------------------|
| 1.   | HVAC AMC              | Servicing Only of HAVC (outdoor & indoor unit) | NA            | 1    | Job  |            |                           |
| 2.   | Refrigerant Gas       | Refrigerant Gas R410A                          | NA            | 1    | Kg.  |            |                           |
| 3.   | Compressor            | Scroll Compressor (A)                          | M1C           | 1    | No.  |            |                           |
|      |                       | Scroll Compressor (B)                          | M2C           | 1    | No.  |            |                           |
| 4.   | Printed Circuit Board | Printed Circuit Board (main)                   | A1P           | 1    | No.  |            |                           |
|      |                       | Printed Circuit Board (Noise filter)           | A2P           | 1    | No.  |            |                           |
|      |                       | Printed Circuit Board (Noise filter)           | A5P           | 1    | No.  |            |                           |
|      |                       | Printed Circuit Board (Inverter)               | A3P           | 1    | No.  |            |                           |
|      |                       | Printed Circuit Board (Inverter)               | A6P           | 1    | No.  |            |                           |
|      |                       | Printed Circuit Board (Fan)                    | A4P           | 1    | No.  |            |                           |
|      |                       | Printed Circuit Board (Fan)                    | A7P           | 1    | No.  |            |                           |
|      |                       | Printed Circuit Board (Over Voltage Protector) | A9P           | 1    | No.  |            |                           |
| 5.   | Motor                 | Fan Motor                                      | M1F / M2F     | 1    | No.  |            |                           |
| 6.   | Contactor             | Magnetic Contactor                             | NA            | 1    | No.  |            |                           |



**Note:** It is **mandatory** to quote all the items of the tender as the evaluation shall be done on **single lot basis**. The bid shall be **rejected**, if bidder's fails to provide the price of any items. Further, if bidder quotes two rates for one item, it shall be not evaluated (one rate for one item).

**Amount in words (.....)**

(Signature & rubber stamp of Bidder)

Name:.....

Place:.....

Date:.....



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**Annexure II: Form for Submission of Proposal**

*[Please submit in bidder's letter head]*

Date: [DD/MM/YY]

**To: BHUTAN NATIONAL BANK LIMITED,  
CORPORATE OFFICE,  
THIMPHU.**

Dear Sir/Madam,

The undersigned, having read the tender document of Bhutan National Bank Limited vide ref.# **BNBL/PO-Tender/TH-08/2023/2610, dated 25/07/2023**, hereby accept all terms and conditions for the Annual maintenance contract (Servicing only) for HVAC equipment at BNBL Corporate office, Thimphu as specified in the Tender document.

I/We agree to abide by this Proposal/Bid for a period of 3 (Three) months from the date fixed for Bid opening in the tender, and the Bid shall remain binding upon us and may be accepted at any time before the expiration of that period.

If our Proposal is accepted, we undertake to initiate the work specified in our Proposal within the time frame that shall be stipulated in the work awarding letter (s) and to comply with all the provisions of the Contract.

I/We certify that all information furnished by our firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your company/organization shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said security deposit absolutely.

**Best regards**

|                                     |  |
|-------------------------------------|--|
| * Signature and seal of the Bidder: |  |
| * Name:                             |  |
| * Title:                            |  |
| * Telephone:                        |  |
| * Email:                            |  |

**Footnote: /\* Compulsory field**



**[Please submit in bidder's letter head]**

**Annexure III: Bidder Identification Form**

|  |  |
|--|--|
| <b>1. Firm (s) Information</b>   |  |
| * Name and Address:  |  |
| * Telephone/Mobile:  |  |
| * Email address:   |  |
| * <b>Legal Representative:</b> Name/Surname/Position<br>(if any)   |  |
| <b>2. Contact details of persons that BNB may contact for requests for clarification during Bid evaluation</b> |  |
| * Name/Surname:  |  |
| * Telephone/Mobile:  |  |
| * Email address:   |  |
| <b>Be advised that this person must be available during the two weeks following the Bid opening date.</b>      |  |
| * Signature and stamp of the Bidder:   |  |

**Footnote: /\* Compulsory field**





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***[Please submit in bidder's letter head]***

**Annexure IV: Declaration form for Bidder for site survey**

I / We hereby declare that I / We have made myself / ourselves thoroughly conversant with the site conditions, local conditions regarding all materials and labor of which I / We have based my / our rates of this work. The specification, conditions, results and lead manpower on this work have been carefully studied and understood by me / us before submitting this Bid. We have done site survey.

In case, if I / We fail to complete the work in stipulated time schedule, the penalty shall be levied as per contract condition.

I / We declare one solemn affirmation that whatever information submitted in this Bid is true and correct to the best of my / our knowledge and belief.

I / We hereby certify that my / our firm has not been disqualified by any office / Department / undertaking of the state / Government of Bhutan at any time for providing manpower services or services of any description.

Place:.....

Date:.....

(Signature and rubber stamp of the Bidder)



## Annexure V: Contract Agreement

*[The successful Bidder shall fill in this form in accordance with the instructions indicated]*

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

BETWEEN

- (1) *[Insert complete name of bank]*, having its registered head office at *[insert address]* (hereinafter called "the bank"),

And

- (2) *[Insert name of successful bidder]*, holding certificate No. *[Insert certificate number]* (Hereinafter called "the successful bidder").

WHEREAS the BNBL invited Bids- Tender for *[Insert brief description of work]* and has accepted the Proposal by the successful bidder for the supply of *[Insert details of work]* at the sum of *[insert contract price in words and figures, expressed in the contract currency]* quoted by the successful bidder (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 BNBL and the successful bidder, and each shall be read and construed as an integral part of the Contract, viz.:
  - (a) This Contract Agreement;
  - (b) Tender terms & conditions;



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- (c) The successful bidder's Proposal and original Price Schedules;
- (d) The bank's Notification of Award of Contract;
- (e) The form of Performance Security;
- (f) Negotiation of bids (if any).
- (g) Bid acceptance letter/Purchase order

3. The 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.

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 bank

for and on behalf of the successful bidder

(\_\_\_\_\_)

(\_\_\_\_\_)

[Insert title or other appropriate designation][Insert title or other appropriate designation]

Witnessed by: \_\_\_\_\_

Witnessed by: \_\_\_\_\_

[Insert identification of official witness]

[Insert identification of official witness]

