

BHUTAN NATIONAL BANK LIMITED



Open Tender

For Renovation of Gelephug Branch Office - 2024

August 6, 2024

Table of Contents

Table of Contents

Section 2: Instruction to Bidders.....	5
2.1 Scope of bid.....	5
2.2 Timeline and Deliveries.....	5
2.3 Fraud and Corruption	5
2.4 Site Visit	6
2.5 Preparation of Bid	6
2.6 Price Schedules	7
2.7 Clarification and amendment of Bids	7
2.8 Period of validity of Bid	8
2.9 Bid Security	8
2.10 Submission of bid.....	9
2.11 Deadline for submission of Bids	10
2.12 Late Bid submission.....	10
2.13 Withdrawal, Substitution, and Modifications of Bids	10
2.14 Requests for information/clarification	10
2.15 Bid Opening	11
2.16 Evaluation and comparison of Bids	11
2.16.1 Confidentiality	11
2.16.3 Responsiveness of Bids	12
2.16.4 Correction of errors in price bid:.....	12
2.16.5 Preliminary examination of Bids	13

2.16.6 Evaluation of Bids	13
2.16.7 Bank's Right to Accept Any Bid, and to reject any or All Bids	13
2.17 Award of Contract.....	14
Section 3: Performance Security.....	15
Section 4: Service Delivery Penalty	16
Section 5: Force Majeure	16
Section 6: Defect Liability and Retention Money.....	17
Section 7: Terms of Payment.....	18
Section 8: Safety Security and Protection of the Environment.....	18
Section 9: Termination	18
Section 10: Bidding Forms.....	20
Annexure I: Form for Submission of Proposal	20
Annexure II: Bidder Identification Form	21
Annexure-III: Bill of Quantity (BOQ):	21
Annexure IV: Integrity Pact Statement (IPS)	22
Annexure-V: Proprietor/Joint Venture details (for Integrity Vetting Report)	25
Annexure-VI: Work Awarding Letter	26
Annexure-VII: Letter to unsuccessful bidder(s).....	27
Annexure VIII: Contract Agreement	28
Annexure IX: Drawing.....	29

Section 1: Invitation of Bids

The Bhutan National Bank Ltd (Bank) would like to invite sealed bids from the eligible and qualified Bhutanese **small class** contractors for the work “Renovation of Gelephug Branch Office - 2024”, as detailed below: -

Name of Work	Renovation of Gelephug Branch Office – 2024
Sale of Tender / Registration	06/08/2024 –21/08/2024
Tender Fee (Non-refundable)	Nu. 500.00 (Cash only)
Date & Time of Tender submission	21/08/2024 [9.00 - 11.00 AM]
Date & Time of Tender Opening	21/08/2024 [11.30 AM]
Place of Bid submission & Bid Opening	Procurement Unit, HRA Department, 3 rd Floor, Level B, Corporate Office, BNBL, Thimphu
EMD/Bid security	Nu. 20,000.00
Availability of Tender Document	Tender document can be purchased from the Procurement Unit, located on the 3 rd floor, Level B of Corporate Office, BNBL, Thimphu on all working days from 9:00 AM to 5:00 PM (Monday - Friday). The tender document can also be downloaded from BNBL website: www.bnb.bt/announcement/ . However, the bidder(s) should register and deposit the tender fee on or before submission of the bid.

Section 2: Instruction to Bidders

2.1 Scope of bid

- a) The BNBL Management intends to outsource the work “Renovation of Gelephug Branch Office - 2024” to the eligible and qualified Bhutanese small class contractors.
- b) The contractor shall be required to complete the works within the Time for completion stated in the bidding document.
- c) If the contractor is not able to comply with the scheduled timeline it shall be liable for penalty as per the contract terms and conditions.
- d) The contract shall be valid for a minimum period of one (1) year from the date of signing the contract agreement or commencement order.

2.2 Timeline and Deliveries

Deliverables	Timeline
Renovation of Gelephug Branch Office.	90 calendar days from the date of work order or handing over of the site to the contractor.

2.3 Fraud and Corruption

- a) Bank requires that a Bidder(s) and his/her employees, consultants & agents, shall observe the highest standards of ethics during the bidding process and execution of contracts.
- b) Bank shall reject a Bid for award, if it determines that the Bidder(s) recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the Contract in question.
- c) Bank requires that Bidder(s), as a condition of admission to eligibility, execute and attach to their Bids an Integrity Pact Statement as per Form: **Annexure IV of Section 10**. Failure to provide a duly executed Integrity Pact Statement may result in rejection of the Bid.



- d) Bank shall report any case of corrupt, fraudulent, collusive, coercive or obstructive practice to the relevant agencies, including but not limited to the Anti-corruption Commission (ACC), of the Kingdom of Bhutan, for necessary action in accordance with the statutes and provisions of the relevant agency.

2.4 Site Visit

- a) The Bidders, at their own responsibility and risk, is encouraged to visit and examine the Site and obtain all information that may be necessary for preparing the Bid and entering into a Contract for performance of the Works. The costs of visiting the Site shall be at the Bidder's own expense.

2.5 Preparation of Bid

- a) The Bidders shall submit only one bid. A Bidder who submits or participates in more than one bid shall cause all the proposals with the Bidder's participation to be disqualified.
- b) The bidders shall bear all costs associated with the preparation and submission of its bid, and the Bank shall not be responsible or liable for those costs, regardless of the conduct or outcome of the Bidding process.
- c) The Bid shall comprise the following:
 - i. Form for Submission of Proposal (Annexure-I)
 - ii. Bidder Identification Form (Annexure-II)
 - iii. Bill of Quantity & Specifications (Annexure-III)
 - iv. Integrity Pact Statement (Annexure-IV)
 - v. Proprietor/Joint Venture details (Annexure-V)
 - vi. Valid Trade license and Tax clearance certificate
 - vii. Bid security (EMD)
 - viii. Drawings
 - ix. The Power of Attorney shall be submitted if an authorized representative is appointed.
 - x. Any other document required as per bidding document
- d) The entire set of documents submitted as part of the Proposal shall be signed by the bidders on every page.
- e) The bid document shall be filled neatly and clearly. Incomplete or conditional proposals not submitted as per terms and conditions shall not be entertained.



Any interlineations, erasures or overwriting shall be valid if they are signed or initiated by the authorized person signing the bid.

- f) The bidders are expected to examine all instructions, forms, terms and specifications in the bidding document. Failure to furnish all information or documentation required by the bidding document may result in the rejection of the bid.
- g) The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidders and the Bank, shall be written in English. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the bidding document, in which case, for the purposes of interpretation of the Bid, such translation shall govern.

2.6 Price Schedules

- a) The price shall be converted in local currency (Ngultrum) inclusive of all taxes, duties and other service charges.
- b) The price shall be firm and irrevocable and not subject to any change whatsoever even due to increase in the cost till validity of the contract period.
- c) The Bid price shall take into account the cost of materials, transportation, labor, taxes, levies, overheads and profit and any other cost. The Bid price shall be applicable for the whole works described in the Drawings, Specifications and Schedule of Works.
- d) The bidders are required to quote the price in the **BOQ –Annexure III of Section 10** provided in this Bid.

2.7 Clarification and amendment of Bids

- a) The Bank reserves rights to issue any amendment on the Bid document at any time prior to the last date of submission. This may be done either on the bank's own initiative or in response to a clarification request from a prospective bidders. Such amendment shall be notified to those bidders who have purchased the tender document in writing including by electronic email to the bidders.



- b) Likewise, bidders may request for bid clarification from the Bank in writing including by electronic email and the Bank 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 Bank deem it necessary to amend the Bid document as a result of a clarification, it shall do so after following the due procedure. Bidders shall not be allowed to seek clarification of the bidding document in person or by telephone or other verbal means.
- c) A pre-bid meeting shall be conducted only if strictly necessary to clarify doubts and concerns of the bidders prior to submission of bids. Minutes of the pre-bid meeting shall be circulated to all bidders that have purchased bidding document.

2.8 Period of validity of Bid

- a) The bid shall be valid for a minimum period of Ninety (90) calendar days from the date of submission. A Bid valid for a shorter period shall be rejected as non-responsive.
- b) In exceptional circumstances, prior to the expiry of the Bid validity period, Bank may request Bidders in writing to extend the period of validity of their bids. Bidders may refuse the request to extend the validity of its Bid without forfeiting its Bid Security. In such a case, the Bid of the Bidders, refusing to extend the validity of its Bid, shall not be considered for evaluation and award. Bidders granting the request shall be required to extend the validity of its Bid Security, correspondingly but shall not be required or permitted to modify its Bid.

2.9 Bid Security

- a) The Bid security (EMD) of **Nu. 20,000/- (Ngultrum Twenty thousand)** only shall be enclosed in the form of Draft/Cash warrant/Bank Guarantee favoring to “Bhutan National Bank Ltd., Thimphu” with validity for a minimum period of Ninety (90) calendar days from the date of bid submission.
- b) 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.
- c) Bid security (EMD) of “Responsive” but unsuccessful bidders shall be returned after signing of the contract and receiving the performance security from the “successful bidders”.



- d) Bid security (EMD) of “successful bidders” shall be returned after signing the contract and deposit of performance security by the successful bidders.
- e) The bid security (EMD) shall be forfeited;
 - i. If bidders withdraws its bid as a whole or in part during the period of bid validity; or
 - ii. If bidders does not accept the arithmetical corrections of its bid price [ITB clause 2.16.4], or
 - iii. If bidders have been found practicing corrupt, fraudulent, collusive or coercive practices during the bidding process, or
 - iv. In case of successful bidder(s), if the bidder(s) fails to produce the performance security and sign the contract agreement within the prescribed time.

2.10 Submission of bid

- a) The sealed bids (Technical/Financial) shall be submitted in one sealed envelope marked as “Confidential” and address to:

Bhutan National Bank Limited
Corporate Office
Thimphu

Attention: The Procurement Officer, HRA Department, BNBL, Thimphu

- b) bear the name and identification number of the contract;
- c) Provide a warning not to open before the specified time and date for bid opening as defined in the bid document.
- d) Upon the received of submission, the Bank shall register the bid response. Only complete submissions shall be registered.
- e) All submissions, including any accompanying documents, shall become the property of the Bank. Hence, submission of response to the bid shall be deemed as responds’ license, and grant all rights to the Bank 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.

2.11 Deadline for submission of Bids

- a) Bids shall be delivered by hand to the bank at the address and no later than the date and time indicated in the bidding document.
- b) The Bank may, at its discretion, extend the deadline for the submission of bids by amending the bidding document in accordance with **ITB clause 2.7**, in which case all rights and obligations of the Bank and the Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

2.12 Late Bid submission

- a) The Bank shall not consider any bid that is submitted after the deadline for submission of bids. Any bid received after the deadline for submission of bids shall be declared late, rejected, and returned unopened to the Bidder(s).
- b) The Bank has no liability to any respondent who lodges a late Bid submission for any reason whatsoever including Bid responses taken to be late only because of another condition of responding.

2.13 Withdrawal, Substitution, and Modifications of Bids

- a) No Bid may be withdrawn, substituted or modified in the interval between the deadline for submission of Bids and the expiry of the period of Bid validity specified in the bidding document.

2.14 Requests for information/clarification

- a) Respondents are required to direct all communications related to this Bid to:

The Procurement Officer,
HRA Department,
Bhutan National Bank Ltd., Thimphu
Contact No. 02-328588, IP: 1276
Email: ugyenwangdi@bnb.bt



- b) All questions related to the Bid, technical or otherwise, shall be addressed to the above addresses, interpersonal communications shall not be entered into and the respondent shall be disqualified if attempting to enter into such communications.
- c) Bank shall try to respond to all the queries raised by the bidders. However, Bank reserves the right of not responding to any query, if the Bank feels that the same is not required to be answered.

2.15 Bid Opening

- a) The Bank shall conduct the bid opening in presence of Bidders' designated representatives who choose to attend, and at the address, date and time specified in the bidding document.
- b) The Bidders, their representative(s) and other attendee(s) at the bid opening shall not be permitted to approach any members of the Bid Opening Committee or any other Bank officials.
- c) The sealed envelope shall be opened one at a time. The Bidders' names, the Bid prices, the total amount of each bid, and such other details as the Bank may consider appropriate shall be announced by the Bank at the Bid opening.
- d) Complaints or other comments made by the bidders' representative(s) during the bid opening shall be submitted in writing to the address under **ITB clause 2.14 (a)**, within **five (5) calendar days** from the date of opening of the bids.

2.16 Evaluation and comparison of Bids

2.16.1 Confidentiality

- a) Information relating to the examination, evaluation, comparison and post qualification of Bids, and recommendation of Contract Award, shall not be disclosed to Bidders or any other persons not officially concerned with such process until publication of the Contract Award.
- b) Any effort by Bidders to influence the Bank's authorized representative(s) in the examination, evaluation, comparison and qualification of the bids or contract award decisions may result in the rejection of its Bid.



2.16.2 Clarification of Bids

- a) To assist in the examination, evaluation, comparison and post qualification of the Bids, the Bank may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder that is not in response to a request by the Bank shall not be considered. The Bank's request for clarification and the response shall be in writing. No change in the prices or substance of the Bid shall be sought, offered or permitted, except to confirm the correction of arithmetic errors discovered by the Bank in the evaluation of the Bid.

2.16.3 Responsiveness of Bids

- a) The Bank's determination of a Bid's responsiveness shall be based on the contents of the Bid itself, and is to determine which of the Bid's received are responsive and thereafter to compare the responsive Bids against each other to select the best evaluated Bid.
- b) A substantially responsive Bid is one that conforms to all the terms, conditions and specifications of the Bidding document without any material deviation, reservation or omission.
- c) If a Bid is not substantially responsive to the Bidding document it shall be rejected and may not subsequently be made responsive by the Bidders by correction of the material deviation, reservation or omission.

2.16.4 Correction of errors in price bid:

- a) Arithmetical errors shall be corrected at the time of evaluation of Price Bids and the corrected figure shall be considered for the purpose of evaluated bid price.
- b) If there is a discrepancy between the unit price and the total price (product of unit price & quantity), the unit price shall prevail and the total price shall be corrected, unless in the opinion of Bank, there is an obviously gross misplacement of decimal point in the unit rate, in which case, the total of line item as quoted shall prevail and unit rate shall be corrected accordingly.



2.16.5 Preliminary examination of Bids

The Bank shall examine the Bids to confirm that all documents and technical documentation requested have been provided as per the pre-qualification criteria mentioned below:

Sl.#	Description	Status
1.	Bid Submission Form (Annexure-I)	Mandatory
2.	Bidder Identification Form (Annexure-II)	Mandatory
3.	BOQ & Specifications (Annexure-III)	Mandatory
4.	Integrity Pact Statement (Annexure IV)	Mandatory
5.	Proprietor/Joint Venture details (Annexure V)	Mandatory
6.	Valid trade license and tax clearance certificate	Mandatory
7.	Bid Security (EMD)	Mandatory

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

2.16.6 Evaluation of Bids

- a) The Bank shall evaluate each Bid that has been determined, up to this stage of the evaluation, to substantially responsive.
- b) The evaluation shall be done for single lot and fulfillment of the following criteria:
 - i. Bid price quoted (Financial)
 - ii. Based on specifications provided by BNBL (Technical)
 - iii. Preliminary examination of Bids [clause: 2.16.5]
- c) Bids shall be evaluated separately for each individual lot. Failure to provide a price for any item within a lot will result in the rejection of the bid.
- d) Further, if bidders quotes two rates for one item, it shall be not evaluated (one rate for one item).

2.16.7 Bank's Right to Accept Any Bid, and to reject any or All Bids

- a) The Bank reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to bidders.



- b) The Bank 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 bidders. Representatives conducting negotiations on behalf of the successful Bidders shall have written authority to negotiate and conclude a contract.

2.17 Award of Contract

- a) The Bank shall award the Contract to the Bidder(s) whose offer has been determined to be the lowest evaluated bid and is substantially responsive to the Bidding document.
- b) The Bank reserves the right at the time of the contract to increase or decrease the quantity of item(s) tendered, without any change in price or other terms and conditions.
- c) The Bank shall communicate in writing [in the format in Annexure-VI hereafter called the “Work Awarding Letter”] to inform the winning bidder(s) of its intent to award the bid, ensuring compliance with mandatory requirements. Simultaneously, unsuccessful bidders shall receive written notifications [in the format in Annexure-VII hereafter called the “Letter to unsuccessful bidder(s)”] about the outcome, and all bidders shall be provided with information on the name and amount of the successful bidder(s). Such notification shall be communicated in writing including by electronic email to all the bidders on the same day of dispatch.
- d) On receipt of the Bank’s notification [ITB 2.17 (c)], an unsuccessful bidder has seven (7) calendar days to make a written complaint/request to the Bank for a debriefing. The bank shall provide a response/debriefing to all unsuccessful Bidders whose request is received within this deadline.
- e) Where a complaint/request for debriefing is received within the deadline, the Bank shall provide a response/debriefing within **five (5) calendar days**.
- f) The Bank shall discuss only such bid but not the bids of other competitors. The response/debriefing shall not include:
 - i. Point-by-point comparisons with another bid; and
 - ii. Information that is confidential or commercially sensitive to other Bidder(s).



- g) The purpose of response/debriefing is to inform the aggrieved Bidders of the reasons for lack of success, pointing out the specific shortcomings in its bid without disclosing contents of other bids.
- h) 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 five (5) calendar days for resubmission of fresh rates. Bank's decision regarding reasonable time shall be final and binding on the bidders. Thereafter contract shall be awarded to L1 bidder(s) as per the fresh quotes.
- i) The successful bidder(s), on award of contract/order shall sign the contract/order acceptance in writing, within **seven (7) calendar days** of award of contract / order failing which the bid shall be rejected without any further notice.

Section 3: Performance Security

- 3.1. The successful bidder(s) shall be required to furnish performance security equivalent to 10% of the quoted amount issued from any authorized financial institutions of Bhutan within seven (7) calendar days after awarding the work.
- 3.2. If the successful bidder(s) fails to provide the performance security within seven (7) calendar days of the issue of the work awarding letter, the bid shall be considered as invalid and the particular work shall be given to next lowest bidder(s).
- 3.3. The performance security shall be in the form of demand draft/cash warrant/bank guarantee and shall be valid for minimum of six (6) months. The performance security shall be renewed further by the successful bidder(s) during the contract period based on bank's requirement.
- 3.4. The Performance security shall be discharged with or without deductions (as applicable) to the successful bidder(s) upon completion of performance obligations, including warranty obligations, as described in the contract terms.



Section 4: Service Delivery Penalty

- 4.1. If the contractor fails to complete the work within the specified time, the following penalty clause shall be applied proportionately 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)
 - d) Delay more than one month, the entire performance security deposited shall be forfeited without any further notice. Further, the incomplete works specified shall be revoked and either award to the next lowest bidder or re-tendered, as appropriate.

Section 5: Force Majeure

- 5.1. The successful Bidder(s) 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.
- 5.2. For purpose of this Clause, "Force Majeure" means an event or situation beyond the control of the successful Bidder(s) that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of Successful Bidder(s). Such events may include, but not limited to, acts of the Purchaser (Bank) in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 5.3. If a Force Majeure situation arises, the Successful Bidder(s) shall promptly notify the Bank in writing of such condition and the cause thereof along with documentary or pictorial evidence acceptable to Bank. Unless otherwise directed by the Bank in writing, the Successful Bidder(s) shall continue to perform its obligation under the Contract.



Section 6: Defect Liability and Retention Money

- 6.1. The Defect Liability Period shall be six (6) months from the date of acceptance of the completed works.
- 6.2. The Bank shall notify the Successful Bidder(s) of any defect that occurs or is noticed before the end of the Defect Liability Period.
- 6.3. If during the Defect Liability any defect is found in the execution, engineering, materials and workmanship of the works, the Successful Bidder(s) shall promptly, in consultation and agreement with the Bank, regarding appropriate remedying of the defects, and at its own cost, repaid, replace or otherwise make good such effect as well as any damage to the works caused by such defect.
- 6.4. If the Successful Bidder(s) fails to commence the work necessary to remedy such defect or any damage to the works caused by such defect, within fifteen (15) calendar days of the intimation of the defect, the Bank reserves the right to get such work done in a manner as considered necessary, and recover the costs so incurred from the Successful Bidder(s).
- 6.5. Retention amount of 10% on the total value shall either be deducted from the bill or covered through renewal of the performance security.
- 6.6. The retention money shall be returned to the Successful Bidder(s) on completion of Defect Liability Period.
- 6.7. If the Successful Bidder(s) fails to remedy any reported defect within the Defect Liability Period, the Bank shall withhold the payment or realize claims from the guarantee, of an amount, which in the opinion of the Bank, represent the cost of the defects to be remedied.



Section 7: Terms of Payment

- 6.1. Payment of the invoice shall be arranged by the Bank upon submission of original invoice and TPN number, against the actual work completions as specified in the work order.
- 6.2. Payment shall be made within thirty (30) calendar days and upon successful completion of the work and proper handing taking with the designated official of the bank. The necessary deductions on account of income tax, service tax etc. shall be deducted at source, as applicable, as per Government Rules from the bills submitted by the successful Bidder(s) and necessary TDS certificate shall be issued.

Section 8: Safety Security and Protection of the Environment

- 7.1. The Successful Bidder(s) and the Bank shall comply with the occupational health and safety related regulations for the safety of all activities on the site.
- 7.2. The Successful Bidder(s) shall comply with all applicable safety regulations for the adequacy and safety of site operations and methods of construction and he shall adopt measures to prevent injuries to persons or damage to properties or utilities. Contractor shall avoid undue interference with private business, public travel, or with the work of other contractors. Successful (Bidder(s) shall take steps to protect the environment and to minimize noise, pollution or other undesirable effects resulting from his method of operation.

Section 9: Termination

- 8.1. The Bank may, by written notice, terminate the work order (or Contract if applicable) in whole or in part at any time for its convenience;
 - a) If the Successful Bidder(s) fails to perform any other Terms and Conditions specified within the work order, or exceeds the maximum amount of liquidated damages or if the Successful Bidder(s) does not take any remedial action within a period specified by the Bank.



- b) If the Successful Bidder(s), in the judgment of the Bank, has engaged in any corrupt or fraudulent practices in competing for or in executing the tasks under this work order.
- c) If the Successful Bidder(s) is terminated for the Bank's convenience or because of a fundamental breach of contract by the Bank, the Successful Bidder(s) shall be entitled to payments for completed works and the materials that have been brought to the site for the purpose of the works, but not used as certified by the site engineer/Project manager after adjusting any payments received by the Successful Bidder(s).
- d) All materials on the site, Plant, Equipment, Temporary works and works are deemed to be the property of the Bank if the contract is terminated because of a Successful Bidder's default.
- e) Plants and equipment shall be released after due payment of compensations prescribed in the bidding document.



Section 10: Bidding Forms

Annexure I: Form for Submission of Proposal

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 Ltd., Thimphu vide ref.# BNBL/PO-Tender/TH-14/2024/2662, dated 06/08/2024, hereby offers to execute and complete the work, in accordance with terms and conditions set out or specified in the document.

I/We agree to abide by this Proposal/Bid for a period of Ninety (90) calendar days from the date for Bid submission 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 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 performance security deposit, absolutely.

Best regards

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

Footnote: /* Compulsory field



BNBL/PO-Tender/TH-14/2024/2662

Bidder Seal & Signature

Page 20 of 29

Annexure II: Bidder Identification Form

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

Footnote: /* Compulsory field

Annexure-III: Bill of Quantity (BOQ):

*Refer attachments.



Annexure IV: Integrity Pact Statement (IPS)

1. General:

Whereas, the Chief Executive Officer, representing Bhutan National Bank Limited, hereinafter referred to as the “Employer” on one part, and(Name or Designation) representing M/s. (*Name of firm*), hereinafter referred to as the “Bidder” on the other part hereby execute this agreement as follows:

This agreement shall be a part of the standard bidding document, which shall be signed by both the parties at the time of purchase of bidding documents and submitted along with the tender document.

2. Objectives:

Whereas, the Employer and the Bidder agree to enter into this agreement, hereinafter referred to as IP, to avoid all forms of corruption or deceptive practice by following a system that is fair, transparent and free from any influence/unprejudiced dealings in the bidding process and contract administration, with a view to:

- a. Enabling the Employer to obtain the desired contract at a reasonable and competitive price in conformity to the defined specifications of the works or goods or services; and
- b. Enabling bidders to abstain from bribing or any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also refrain from bribing and other corrupt practices.

3. Scope:

The validity of this Tender shall cover the bidding process and contract administration period.

4. Commitments of the Employer:

The Employer commits itself to the following: -

- a. The Employer hereby undertakes that no officials of the Employer, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favor or any material or immaterial benefit or any other advantage from the Bidder, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process and contract administration.



- 4.2 The Employer further confirms that its officials shall not favor any prospective bidder in any form that could afford an undue advantage to that particular bidder in the bidding process and contract administration and will treat all Bidders alike.
- 4.3 Officials of the Employer, who may have observed or noticed or have reasonable suspicion shall report to the head of the employing agency or an appropriate government office for any violation or attempted violation of clauses 4.1 and 4.2.
- 4.4 Following report on violation of clauses 4.1 and 4.2 by official (s), through any source, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings shall be initiated by the Employer and such a person shall be debarred from further dealings related to the bidding process and contract administration.

5 Commitments of Bidders

The Bidder commits himself/herself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of the bidding process and contract administration in order to secure the contract or in furtherance to secure it and in particular commits himself/herself to the following: -

- a. The Bidder shall not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Employer, connected directly or indirectly with the bidding process and contract administration, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding process and contract administration.
- b. The Bidder shall not collude with other parties interested in the contract to manipulate in whatsoever form or manner, the bidding process and contract administration.
- c. If the bidder(s) have observed or noticed or have reasonable suspicion that the provisions of the IP have been violated by the procuring agency or other bidders, the bidder shall report such violations to the head of the procuring agency.

6 Sanctions for Violation:

The breach of any of the aforesaid provisions shall result in administrative charges or penal actions as per the relevant rules and laws.

- 6.1 The breach of the IP or commission of any offence (forgery, providing false information, misrepresentation, providing false/fake documents, bid rigging, bid



steering or coercion) by the Bidder, or any one employed by him, or acting on his/her behalf (whether with or without the knowledge of the Bidder), shall be dealt with as per the terms and conditions of the contract and other provisions of the relevant laws, including Debarment Rules.

6.2 The breach of the IP or commission of any offence by the officials of the procuring agency shall be dealt with as per the rules and laws of the land in vogue.

7 Monitoring and Administration:

7.1 The respective procuring agency shall be responsible for administration and monitoring of the IP as per the relevant laws.

7.2 The bidder shall have the right to appeal as per the arbitration mechanism contained in the relevant rules.

We hereby declare that we have read and understood the clauses of this agreement and shall abide by it.

The parties hereby sign this Integrity Pact at *(place)* _____ on *(date)* _____

Affix
Legal
Stamp

Affix
Legal
Stamp

EMPLOYER

CID

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Witness:

Name:

CID

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

BIDDER/REPRESENTATIVE

CID

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Witness:

Name:

CID

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--



Annexure-V: Proprietor/Joint Venture details (for Integrity Vetting Report)

Proprietor (s) Details	
*Name and Present Address:	
*CID Card No.	
*Trade license No.	
*TPN No.	
*Telephone/Mobile No.	
*Email Address:	
Joint Venture(s) Details (if applicable)	
*Name and Present Address:	
*CID Card No.	
*Telephone/Mobile No.	
*Email Address:	
*Signature and seal of the Proprietor (s)	

***Footnote: /* Compulsory field**



Annexure-VI: Work Awarding Letter

The [Insert name of Bidder],
[Insert address (es) of Bidder],

Sub: Work awarding letter

Sir/Madam,

The BNBL is pleased to accept your quotation for the [Insert Name of contract] at BNBL Gelephug as per Tender vide ref.# [Insert tender reference No. & date]. The contract will be awarded as detailed below.

You are required to report to the Procurement section, HRA Department, Head Office, BNBL, Thimphu within 7 (seven) days of the receipt of this notice to complete the following formalities:

1. Execute Contract Agreement,
2. Deposit Performance security amounting to [Insert amount] only in the form of Demand Draft/Cash Warrant/Bank Guarantee with validity of minimum of six (6) months, addressed to [Insert name of purchaser].

Please be advised that failure to comply with the abovementioned formalities within the specified timeline may result in the rescission of your selection in accordance with the tender terms & conditions. For any queries, please feel free to contact the [Insert name of procurement agency], at [Insert contact nos.] during office hours.

Your kind cooperation on the matter would be highly appreciated.

Thanking you.
Yours Sincerely,

**[Insert name of purchaser]
[Insert designation]**

Copy:

- ✓ The [Insert name o procuring unit], [Insert address (es)]: for necessary compliance.



Annexure-VII: Letter to unsuccessful bidder(s)

The [Insert name of Bidder],
[Insert address (es) of Bidder],

Sub: Regret letter for unsuccessful bid(s)

Sir/Madam,

The BNBL is regret to inform you that, following the evaluation process, your bid offer for the proposed contract: [Insert Name of contract] at BNBL, Gelephug as per Tender vide ref. # [Insert tender reference No. & date] has not been successful in this instance. The details of contract awarded for the year [insert year] are attached herewith for your kind reference.

The BNBL would like to thank you for the time and effort spent in submitting your offer. If you require a debrief on the above, please feel free to contact the Procurement Unit at [Insert name of procurement agency], at [Insert contact nos.] within seven (7) calendar days of the issuance of this notification.

Thanking you.
Yours Sincerely,

[Insert name of purchaser]
[Insert designation]

Copy:

The [Insert name o procuring unit], [Insert address (es)]: for necessary compliance.



Annexure VIII: 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/Supplier”).

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;



- 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).

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 bidder

(_____)
[Insert title & designation]

(_____)
[Insert title & designation]

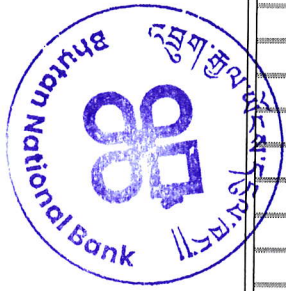
Witnessed by: _____
[Insert identification of official witness]

Witnessed by: _____
[Insert identification of official witness]

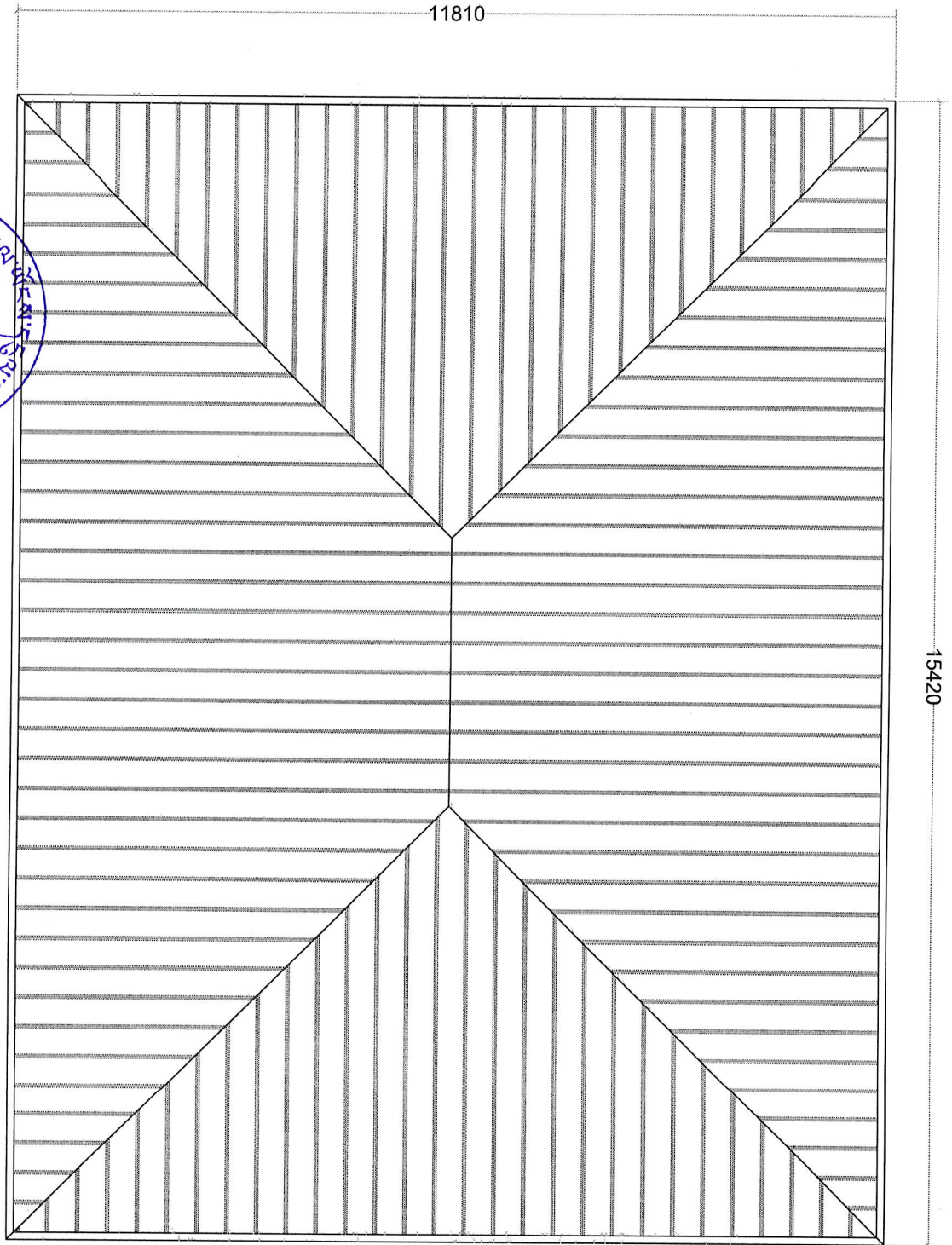
Annexure IX: Drawing

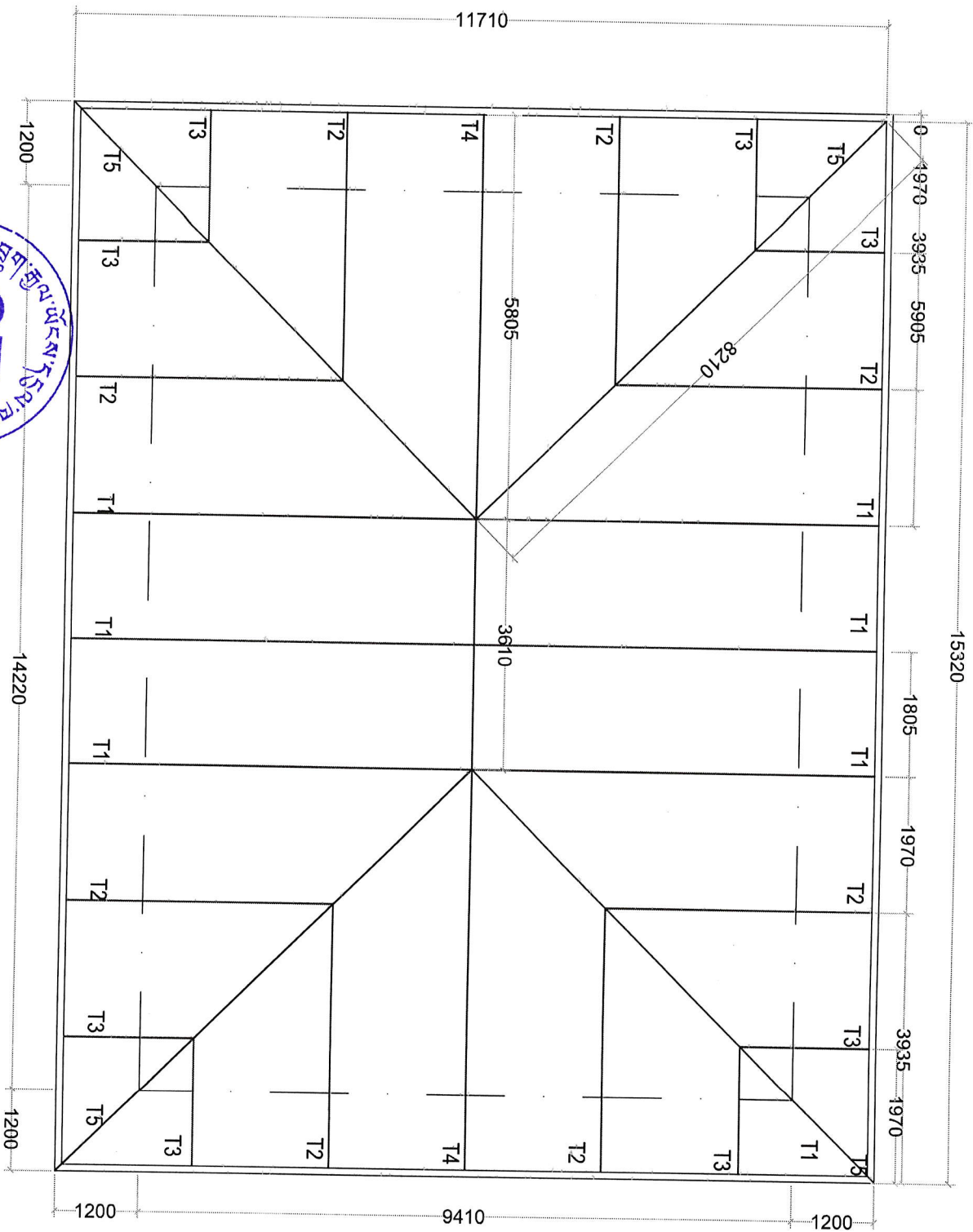
*Refer attachments.





ROOF SHEET PLAN

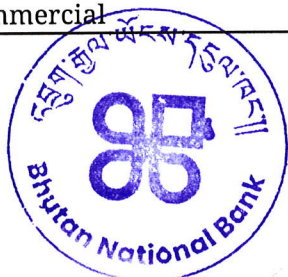




ROOF TRUSS PLAN

Annexure-III BOQ & Specifications

Sl.#	BSR Code	Description of iteams	Unit	Qty.	Rate	Amount
Dismantling work						
1	DD0045	Dismantling G.I sheets including ridges, hips, valleys, gutters & stacking materials within 50m lead	sq.m	215.27		
2	DD0025	Dismantling wood work of sectional area 40 sq.cm and above in frames, trusses (<10m span) including stacking within 50m lead	cu.m	9.75		
3	DD0026	Extra for dismantling trusses, rafters, purlins etc. of every additional span of 1 metre or part thereof for span >10m (sectional area >40sq.cm)	cu.m	9.52		
4	DD0067	Dismantling old plaster or skirting, raking out joints and cleaning the surface for plaster including disposal of rubbish within 50m lead	sq.m	9.46		
5	DD0042	Dismantling flooring laid in cement mortar including stacking useful materials,cheaoing & disposal of rubbish within 50m lead	sq.m	139.5		
6	DD0050	Dismantling expanded metal, fabrics & battens, beading including stacking useful within 50m lead	sq.m	1.76		
Roofing work						
7	SW0022	Steel work welded, in built up sections, trusses, frame-works including cutting, hoisting, fixing and appl. priming coat of red In Tubular sections	kg	4045.34		
8	WW0030	Providing and fixing Eaves Board (225x25mm) with moulding fitted and fixed with necessary screws. In Mixed Conifer.	mtrs	54.46		
9	SW0090	Providing and fixing M.S. base plates to trusses with welding complete in the wall plate, rafter and purlin joints of different sizes as per the detail drawing No.STR/07.	kg	5.66		
10	WW0132	Providing & fixing Plywood lining with necessary nails etc. including beading complete (excluding cost of frame)6 mm, commercial	sq.m	187.87		



Annexure-III BOQ & Specifications

Sl.#	BSR Code	Description of items	Unit	Qty.	Rate	Amount
11	RF0003	Providing & fixing Pre Painted Galvanised Iron (PPGI) Corrugated roofing sheets, including bolts, hooks and nuts 8mm dia. with bitumen and G.I limpet washers filled with white lead for connection, excluding the cost of purlins, rafter and trusses - 25g.	sq.m	178.82		
12	RF0007	Providing & fixing 600mm ridges or hips in Pre Painted Steel sheets, including bolts, hooks and nuts 8mm dia, G.I limpet and bitumen washers for connection. 25g.	mtrs	36.45		
13	WW0055	Providing & fixing Mixed Conifer (undressed) in wall-frames etc.	cu.m	1.60		
14	RF0010	Providing & fixing 450mm over all semi-circular plain G.I gutter, including brackets, bolts, nuts, washers & rain water pipes connections, excluding the cost of pipes 24g (0.5mm)	mtr	54.46		
Building maintenance work						
15	GL0001	Providing and laying tiles in flooring, treads of steps and landings in different sizes (150x250mm) , finished with flush pointing in white cement	sq.m	134.60		
16	GL0001	Providing and laying tiles in skirting, steps riser and dado in different sizes (150x250mm), finished with flush pointing in white cement	sq.m	12.22		
Painting works						
17	PT0001	Surface preparation removing by scraping, sand papering, including scratch repairs White colour-wash	sq.m	893.04		
18	PT0031	Providing and applying finishing coats water-proof cements paints. Old work, one coats	sq.m	893.04		
19	PT0053	Providing and applying finishing coats of acrylic emulsion, one coat	sq.m	60.02		
20	PT0040	Providing and applying dry distemper, two coats on new work, including white priming coat	sq.m	187.39		
					Total Amount	

