

BHUTAN NATIONAL BANK LIMITED



Open Tender
For the Supply and Installation of APC
SYBTU2-PLP Modular Batteries at the
Corporate Office



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Section 1: Invitation of Bids

The Bhutan National Bank Ltd (the Bank) invites sealed bids from eligible and qualified Bhutanese firms for the supply and installation of APC SYBTU2-PLP modular batteries at the Corporate Office, as detailed below:

| | |
|---|--|
| Description of Item | APC SYBTU2-PLP Modular Battery |
| Ref. No. | BNBL/PO-Tender/TH-13/2024/2564, dated July 26, 2024 |
| Sale of Tender / Registration | July 26, 2024 to August 12, 2024 |
| Tender / Registration Fee Non-Refundable | Nu. 500.00 (Ngultrum Five Hundred Only Only) |
| Bid Submission Date | August 12, 2024 (9:00 AM to 11:00 AM BST) |
| Place of Submission | Procurement Division, 3 rd Floor, Level B, Corporate Office, Thimphu |
| Bid Opening Date | August 12, 2024, 11:30 AM BST (Tentative) |
| Place of Bid Opening | Procurement Division, 3 rd Floor, Level B, Corporate Office, Thimphu |
| Bid Security (EMD) - Refundable | Nu. 20,000.00 (Ngultrum Twenty Thousand Only) |
| Bid Validity Period | 90 (Ninety) calendar days from the bid opening date |
| Note | The complete set of bidding documents can be purchased from the Procurement Division, located on the 3 rd Floor of Corporate Office, BNBL, Thimphu during office working hours with payment of the above-mentioned tender / registration fee, which is non-refundable. The bid document can also be downloaded from the BNBL website; https://www.bnb.bt/announcements/ . However, the bidder should register and deposit the tender fee in cash on or before the sale of tender / registration date. |



Section 2: Instruction to Bidders

2.1 Scope of bid

- a) The BNBL Management intends to outsource the supply and installation of APC SYBTU2-PLP modular batteries at the Corporate Office to eligible and qualified Bhutanese firms.
- b) The successful bidder(s) shall undertake full responsibility for the supply and installation of the awarded items in accordance with the specifications/samples outlined in this bid document.
- c) If the successful bidder(s) are 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. The Bank reserves the right to extend the contract based on the bidder's satisfactory performance or in accordance with the Bank's requirements.

2.2 Timeline & Deliverables

| Deliverables | Timeline |
|--------------------------------|---|
| APC SYBTU2-PLP Modular Battery | Within 45 (Forty-Five) calendar days from the date of issuance of the purchase order. |

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 Preparation of Bid

- a) The bidder(s) 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.
- b) The Bid shall comprise the following:
 - i. Form for Submission of Proposal (Annexure-I)
 - ii. Bidder Identification Form (Annexure-II)
 - iii. Bill of Quantity (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. The Power of Attorney shall be submitted if an authorized representative is appointed.
 - ix. Any other document required as per bidding document
- c) The entire set of documents submitted as part of the Proposal shall be signed by the bidder(s) on every page.
- d) 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.
- e) The bidder(s) 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.
- f) The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder(s) 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.

2.5 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 Bank may contact the selected Bidder(s) for additional supply of enlisted items at the same quoted/approved price on a repeat order basis during the contract period.
- d) The bidder(s) are required to quote the price in the BOQ –Annexure III of Section 10 provided in this Bid.

2.6 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 bidder(s). Such amendment shall be notified to those bidder(s) who have purchased the tender document in writing including by electronic email to the bidder(s).
- b) Likewise, bidder(s) 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 bidder(s). 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. Bidder(s) 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 bidder(s) prior to submission of bids. Minutes of the pre-bid meeting shall be circulated to all bidder(s) that have purchased bidding document.

2.7 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 Bidder(s) in writing to extend the period of validity of their bids. Bidder(s) may refuse the request to extend the validity of its Bid without forfeiting its Bid Security. In such a case, the Bid of the Bidder(s), refusing to extend the validity of its Bid, shall not be considered for evaluation and award. Bidder(s) 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.

2.8 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 bidder(s) shall be returned after signing of the contract and receiving the performance security from the “successful bidder(s)”.
- d) Bid security (EMD) of “successful bidder(s)” shall be returned after signing the contract and deposit of performance security by the successful bidder(s).
- e) The bid security (EMD) shall be forfeited;
 - i. If bidder(s) withdraws its bid as a whole or in part during the period of bid validity; or
 - ii. If bidder(s) does not accept the arithmetical corrections of its bid price [ITB clause 2.15.4], or
 - iii. If a bidder(s) 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.

2.9 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.

2.10 Deadline for submission of Bid

- 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 2.6 (a), in which case all rights and obligations of the Bank and the Bidder(s) previously subject to the deadline shall thereafter be subject to the deadline as extended.

2.11 Late Bid submission

- a) The Bank shall not considered 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.

2.12 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.

2.13 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 bidder(s). However, Bank reserves the right of not responding to any query, if the Bank feels that the same is not required to be answered.

2.14 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 Bidder(s), 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 2.13 (a), within five (5) calendar days from the date of opening of the bids.

2.15 Evaluation and comparison of Bids

2.15.1 Confidentiality

- a) Information relating to the examination, evaluation, comparison and post qualification of Bids, and recommendation of Contract Award, shall not be disclosed to Bidder(s) or any other persons not officially concerned with such process until publication of the Contract Award.



- b) Any effort by Bidder(s) 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.

2.15.2 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.

2.15.3 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 Bidder(s) by correction of the material deviation, reservation or omission.

2.15.4 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.



2.15.5 Preliminary Examination of Bids

Bidders shall fulfill the following mandatory criteria:

| Sl.# | Description | Status |
|------|--|-----------|
| 1. | Bid Submission Form (Annexure-I) | Mandatory |
| 2. | Bidder Identification Form (Annexure-II) | Mandatory |
| 3 | BOQ (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.

2.15.6 Evaluation Criteria and Process

Bids submitted by the bidder(s), who fulfill the mandatory qualification criteria defined under 2.15.5 above, shall be evaluated as follows:

a. Technical Evaluation

The evaluation will be carried out according to the following conditions. Failure to adhere to these conditions will result in the rejection of the proposal, making it ineligible for financial evaluation:

1. The brand/Model requirement is specific (APC SYBTU2-PLP Only). Mentioning another brands/model, even if higher or equivalent, will not be considered.
2. Bidders must submit technical specifications using the format provided in Annexure III: BOQ. Compliance should be indicated with a "Y" for Yes, "N" for No, or any relevant comments should be mentioned in the remark's column.

b. Financial Evaluation

Upon meeting the specifications, the rates will be evaluated as follows:

1. The bidder's rates will be ranked, and the contract will be awarded to the lowest quotation.
2. Only one rate shall be provided. If two rates are quoted, the bid will not be evaluated and will be marked as disqualified for financial evaluation.



2.15.7 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 bidder(s), 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(s) shall have written authority to negotiate and conclude a contract.

2.16 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 bidder(s) on the same day of dispatch.
- d) On receipt of the Bank's notification [ITB 2.16 (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 Bidder(s) 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 Bidder(s) of the reasons for lack of success, pointing out the specific shortcomings in its bid without disclosing contents of other bids.
- h) The 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 bidder(s). 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.
- 3.5. The provision outlined in ITB 3.4 is also applicable to repeat orders fulfilled during the validity period of the deposited performance security, as defined in the service delivery penalty clause [ITB 4.1 (d)]. In instances of delays, penalties for delay will be levied based on the total order value of the specified purchase order issued.



Section 4: Service Delivery Penalty

- 4.1. If the Successful bidder(s) fails to complete awarded contract on specified time, the following penalty clause shall be applied on the bill payable or Performance Security in proportional to the number of days delayed:
- a) Delay up to one week – 2% (on the total order value)
 - b) Delay exceeding one week but not exceeding two weeks – 5% (on the total order value)
 - c) Delay exceeding two weeks but not exceeding one month – 10% (on the total order value)
 - d) Delay more than one month, purchase order shall be revoked and the entire performance security deposited shall be forfeited without any further notice.
 - e) In the case of partial delivery or completion of work, the following clauses shall apply, with forfeiture of the performance security as applicable and a late penalty of 10% on the total purchase value for 30 days:
 - i. Undelivered goods and services within the deadline shall be awarded to the next lowest bidder.
 - ii. Goods and services delivered before the revocation deadline will not have their contract revoked. However, the bidder must redeposit a performance security of 10% of the initial total value, excluding the value of revoked items. This redeposit is necessary as performance security for any repeated orders during the contract period. The deadline for redepositing the performance security, as well as the consequences for failing to meet this deadline, are the same as those outlined in Clause 3.2.
 - iii. Partial delivery of specific goods and services will be treated as undelivered and subject to the conditions set forth in clauses i and ii above.

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 its 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 bidder that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of Bidder. 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: 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 supplied quantities of goods as listed in the purchase order.
- 6.2. Payment shall be made within thirty (30) calendar days and upon successful completion of the supply items listed in the purchase order. 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 7: Warranty

- 7.1. The successful Bidder(s) warrants that all Goods are new, unused, and of the most recent or current models or as specified in the bidding document. Unless specified in the bidding document, the warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to or accepted at the final destination. Any goods found defective shall be replaced/repared by the successful Bidder(s) at no cost to the Bank, within fifteen (15) calendar days from the date notification. This is also applicable to the return of goods due to mismatch of provided specifications.
- 7.2. If the successful Bidder(s) fails to rectify and or replace the defective goods or parts thereof, within a specified timeline as notified, the Bank shall do it at the cost of the concerned Bidder(s).

Section 8: Termination

- 8.1. The Bank may, by written notice, terminate the contract in whole or in part at any time, as applicable;
- If the Successful Bidder(s) fails to perform any tender terms and conditions.
 - 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 purchase order.



Section 9: Delivery and Installation

- 9.1. The Successful bidder(s) is obligated to cover independently the expenses related to the delivery, installation, and security of their items to the specified location.
- 9.2. The items are required to meet or exceed the provided specifications. In the event of any deviations, BNBL retains the right to return the entire lot at its own expense



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-13/2024/2564**, dated **26/07/2024**, hereby offers to undertake specified contract work in accordance with the 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



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)

| SL No | Items Description | Specifications | Bidder Response (Yes/No, any remarks) | Quantity | Rate | Total Amount |
|---|--------------------------------|--|---------------------------------------|----------|------|--------------|
| 1 | APC SYBTU2-PLP Modular Battery | Brand: APC | | 36 | | |
| | | Model: SYBTU2-PLP | | | | |
| | | Physical | | | | |
| | | Width: 4.21 in (10.7 cm) | | | | |
| | | Height: 6.26 in (15.9 cm) | | | | |
| | | Depth: 27.56 in (70 cm) | | | | |
| | | Net Weight: 55.56 lb(US) (25.2 kg) | | | | |
| | | Width: 4.21 in (10.7 cm) | | | | |
| | | Conformance | | | | |
| | | Product certifications: CE | | | | |
| | | Standards: UL 1778 | | | | |
| | | Environmental | | | | |
| | | Ambient air temperature for operation: 32...104 °F (0...40 °C) | | | | |
| | | Relative humidity: 0...95 % | | | | |
| | | Operating altitude: 0...3333 ft | | | | |
| | | Ambient air temperature for storage: 5...104 °F (-15...40 °C) | | | | |
| | | Storage Relative Humidity: 0...95 % | | | | |
| Storage altitude: 0...15000 ft (0.00...4572.00 m) | | | | | | |
| Warranty: 1 year | | | | | | |

Note: A site visit is compulsory prior to submitting the bid to ensure awareness of the requirements.



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:

- 2.1 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
- 2.2 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: -

- 4.1 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: -

- 5.1 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.
- 5.2 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.
- 5.3 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 Corporate HQ Building, Thimphu 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 of 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 Corporate HQ Building, Thimphu 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.



Standard Bidding Document for Procurement of Goods

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]

