

STANDARD BIDDING DOCUMENT

FOR SUPPLY AND DELIVERY OF HEAVY DUTY PRINTER

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NOTICE INVITING TENDER

NIT No. 000/BoB/Tender/2024/33 **Date: 22 October 2024**

- **Purchaser Name**: Bank of Bhutan
- The Bank of Bhutan would like to invite eligible national bidders with the valid trade License to submit the bid for the supply and delivery Supply and Delivery of Heavy Duty Printer.

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

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- **DUE DILIGENCE**

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

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

TERMS AND CONDITIONS OF SBD

1. Scope of Supply

1.1. The bidder(s) price quoted shall be as per the technical specification attached in **Appendix I (Technical Specification)** and the Price and Delivery Schedule as attached in **Annexure -II.**

2. Clarification of the bidding document

2.1. Further information can be obtained in writing from Procurement Division **OR** email to kinga.tshering2682@bob.bt **OR** dupchen.lepcha@bob.bt not later than five working days prior to the date of bid submission. Any clarification made in the last five days prior to the bid submission, the Bank shall not entertain any clarification.

3. Documents comprising the bid

3.1. The bid must be accompanied by the following documents:

i. Valid Trade license;
ii. Tax clearance;
iii. Bid Submission Form in Annexure I; and
iv. Price Schedule in Annexure II.

Note: failure to produce any of the documents above shall be rejected.

4. Bid Price

4.1. The quoted price shall be in Ngultrum inclusive of all taxes and duties. The quoted price shall be in Delivery Duty Paid (DDP), Thimphu, including levies/charges till the final place of delivery.

4.2. The final place of delivery is Thimphu Corporate Head Office, Bank of Bhutan, Norzin Lam, Thimphu.

5. Bid Validity

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

6. Submission of Bids

6.1. The bidder(s) shall submit one's bid through tender.bt. The bid including all documents should be duly filled, signed and sealed.

7. Submission deadline

7.1. The deadline for receipt of your bid(s) and other required documents as per clause 3 of this document by the Purchaser is indicated on or before **2:30 PM** Bhutan Standard Time (BST) on **24 October 2024.** ***Late submission of a bid(s) shall not be entertained.***

8. Bid Opening

9.1 The bid(s) shall be opened in the presence of bidders or their representatives who choose to attend on **24 October 2024 at 03:00 PM** (BST) on the same day. In case the due date of the opening of the bid falls on non-working days, the opening of the bid shall be on the next working day at the same time.

9. Evaluation of Bid

10.1.1 Evaluation shall be carried on the quoted amount.

10.1.2 To assist in the examination, evaluation, and comparison of Bids, the Client may, at its discretion, ask the Bidder for a clarification of its Bid. All responses to requests for clarification shall be in writing, and no change in the price or substances of the Bid shall be sought, offered, or permitted. Failing to respond to the clarifications sought by the client within two days will be treated as non-responsive and hence be rejected.

10.1.3 Non-compliance with the technical/product specification shall be considered a non-responsive bid and shall not be evaluated. The bidder needs to furnish the Brand/Model/catalog of the quoted items along with the bid document. Failing to provide the brand/model/catalog of the quote items shall be directly rejected without evaluation.

10.2 While evaluating the bids, the Purchaser will determine for each bid the evaluated price by adjusting the priced bid by making any correction for any arithmetical errors as follows:

10.2.1 Where there is a discrepancy between amounts in figures and words, the amount in words will govern;

10.2.2 Where there is a discrepancy between the unit rate and the line-item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted shall govern unless, in the opinion of the Purchaser, there is an obviously gross misplacement of the decimal point in the unit rate, in which case the line-item total as quoted shall govern, and the unit rate shall be corrected.

10. Purchaser's Right to Accept Any Bid, and Reject/Cancel Any or All Bids

10.1. The Purchaser is not bound to accept the lowest bid and reserves the right to accept or reject or cancel any or all the bids without assigning any reason whatsoever before awarding the contract.

11. Award of Contract

11.1. The Purchaser shall award the Contract to the Bidder whose offer has been determined as the lowest evaluated Bid. The Purchaser shall issue a Notification of Award/ Purchase Order to the successful Bidder.

11.2. Item shall be evaluated and the contract shall be awarded item-wise to the bidder offering the lowest evaluated bid.

12. Delivery Schedule

12.1. The supply and delivery of Goods and related services shall be completed within **30 calendar days** from the date of issuance of the Purchase Order.

13. Performance Security

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

13.2. The performance security shall be forfeited in the following case if the bidders:

i. Fails/withdraws to perform the contractual obligation under the purchase order/contract agreement;

ii. Supplied different product which is not as per the specification/supplied inferior products and

iii. Fails to replace the defective goods within 21 calendar days after notifying.

14. Liquidated Damage

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

15. Force Majeure

a) The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failures to perform its obligations under the Contract is the result of an event of Force Majeure.

b) For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

c) If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

16. Payment Terms

16.1. No advance payment shall be made prior to the completion of the project and the payment will make within 30 working days after submitting the invoices.

16.2. At the time of the release of payment, Tax shall be Deducted at Source [TDS] from the gross amount of bills as per the Income Tax Act of Bhutan. The supplier shall furnish the necessary TDS Certificate to the Purchasers, issued by the Department of Revenue & Customs, RGoB.

17. Warranty Period

17.1. The minimum warranty period of the goods is one year. If any faults are detected in the Goods within one year from the supplied date, shall be bound to rectify the fault or replace the Goods by the supplier. The performance security shall be used to cover the cost of supplies not delivered or defective items not replaced or rectified.

17.2. Any goods found defective shall be replaced/repaired by the supplier at his cost. If the supplier fails to rectify and or replace the defective goods, the Purchaser shall do it at the cost of the supplier.

18. Submission of Bid

18.1. The Bidder shall submit the Bid Submission and Price Schedule Form using the Form in **Annexure I & II**: This form must be completed without any alterations to its content and any changes made in the bid submission form shall be directly rejected without evaluation.

18.2. A bid in which the Bid Submission and Price Schedule Form is not duly filled, signed, and sealed by the bidder shall be rejected.

19. Termination and debarment

19.1. The Purchaser may, by written notice, terminate the Purchase Order or Contract ***[if applicable]*** in whole or in part at any time for its convenience.

19.2. If the Supplier fails to perform any other terms and conditions specified with the Purchase Order/ Contract, or exceeds the maximum amount of Liquidated Damages.

19.3. If the Supplier fails to perform any other obligation(s) under the Purchase Order/Contract, and if the Supplier does not take any remedial action within a period of **21 calendar days** after receipt of a notice of default from the Purchaser specifying the nature of the default(s).

19.4. If the supplier provides wrong information regarding the contract.

20. Governing Law

20.1. The Contract/Purchase Order shall be governed by and interpreted in accordance with the Laws of Bhutan.

21. Dispute Resolution

21.1. Any settlement of dispute or arbitration of matter arising from the contract shall be settled as per the Alternative Dispute Resolution Act of Bhutan 2013

Annexure- I: Bid Submission Form

[The Bidder shall fill in this form in accordance with the instructions indicated. No alterations to its format shall be permitted and no substitutions shall be accepted.]

Date: ..... [insert date of Bid submission]

Tender No.: ..... [insert number]

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

We, the undersigned, declare that:

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

(b) We offer to supply in conformity with the Bidding Documents and in accordance with the Schedule of Supply the following Goods and Related Services: ..... ***[insert a brief description of the Goods and Related Services];***

(c) The total price of our Bid, excluding any discounts offered in the item is: ..... ***[insert the Bid Price in words and figures, indicating the various amounts and their respective currencies]***;

(d) The discounts offered and the methodologies for their application are:

Discounts. If our Bid is accepted, the following discounts shall apply: ..... ***[Specify in detail each discount offered and the specific item of the Schedule of Supply to which it applies.]***

Methodology of Application of the Discounts. The discounts shall be applied using the following methodology: ..... **[*Specify in detail the methodology that shall be used to apply the discounts*];**

(e) Our Bid shall be valid for a period of ..... ***[insert number]*** from the date fixed for the Bid submission deadline and it shall remain binding upon us and may be accepted at any time before the expiry of that period;

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

(h) We, including any subcontractors or suppliers for any part of the Contract, have nationality from eligible countries, viz: ..... [insert the nationality of the Bidder, including that of all parties that comprise the Bidder if the Bidder is a JV/C, and the nationality each subcontractor and supplier].

(i) We have no conflict of interest;

(j) Our firm, its affiliates, or subsidiaries - including any subcontractors or suppliers for any part of the contract - has not been declared ineligible by the Purchaser under the laws or official regulations of Bhutan;

(k) We have read the terms and conditions carefully, understood, and agree to comply with all the clauses which are mentioned therein. In case of any breach of any condition on our part, we shall be liable for actions as per the terms and conditions of the Contract.

(l) We understand that this Bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us until a formal contract is prepared and executed.

(m) We understand that you are not bound to accept the lowest evaluated Bid or any other Bid that you may receive.

n) We accept the Vendor Performance Management System.

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

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

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

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

Dated on _____day of _____[*insert date of signing*]

Annexure II: Price and Delivery Schedule

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

Sl. No.	Item Name	Qty (No.)	Rate (Nu.)	Amount (Nu.)	Delivery Period (Days)
1	Heavy Duty Printers	1			
Total Bid Price		**1**			
Total Amount in Words		…… …… ……			
Warranty and Delivery Time		**Minimum of One Year Warranty and delivery should be done in 30 Days Calendars day after the date of PO issue.**			

Bidder's details: Name:…… Contact No:…… Email id: …… Date : ……/……/2024	Supplier's Signature Official Stamp

APPENDIX I: Technical Specifications

#	Features	Details
1	**Brand Name**	
2	**Model No**	
3	**Function:**	Print, Copy, Scan (A4/A3)
4	**Print speed:**	up to 30 ppm
5	**Duty Cycle:**	Up to 125,000 pages/month (Minimum)
6	**Processor/memory:**	1.05GHz Dual Core/ 4GB
7	**Resolution (Print and copy):**	Copy: up to 600 x 600 dpi Print: Up to 1200 X1200 dpi
8	**Scan**	Optical Character Recognition (OCR), Scan to USB/Email/Network (FTP/SMB), Scan File Formats: PDF, PDF/A, XPS, JPEG, TIFF; Convenience Features: Scan to Home, Searchable PDF, Single/Multi-Page PDF/XPS/TIFF
9	**Connectivity:**	Ethernet 10/100/1000 Base-T, High-speed USB 3.0, Wi-Fi® and Wi-Fi Direct® with optional Wi-Fi Kit
10	**Netwrok Protocals:**	FTP, SMTP, SMB, sFTP
11	**Colour touch screen interface:**	LCD color touchscreen
12	**Standard Paper Handling:**	Duplex Automatic Document Feeder (DADF): Minimum 100 sheets (A5-A3 Custom Sizes) Bypass Tray: Minimum 100 sheet (A5-A3 Custom Sizes) Tray 1: Minimum 500 sheets (A5-A3 Custom Sizes)
13	**Paper output:**	500 sheets
14	**Drum cartridge:**	Minimum 80,000 pages Yeild
15	**Toner cartridge:**	Minimum 30,000 pages
16	**Page Description Languages:**	PCL® 5e/PCL 6/PDF/XPS/TIFF/JPEG/HP-GL/ Adobe® PostScript® 3™
17	**Mobile Printing:**	Apple® AirPrint®, Google Cloud Print™ Ready, Print Service and Mopria® Print Service Plug-ins for Android™
18	**Print feature:**	print from USB, Personal printing, and Job Monitoring, Two-sided printing (Automatic duplex both side printing), Rotate Image
19	**Print Drivers**	Job Identification, Bidirectional Status, Job Monitoring, Global Print Driver® and Mobile Express Driver®
20	**Additional Accessories**	One additional tray (520 Sheets - Minimum) with stand module Custom sizes: 5.5 x 7.17 in. to 11.69 x 17 in./139.7 x 182 mm to 297 x 431.8 mm
21	**Warranty:**	Minimum one year limited from the date of successful delivery