



CONTRACT DOCUMENT

FOR

SUPPLY AND DELIVERY OF UNIFORMS AND SHOES

(Tender No.: GDL/GENERAL/2024/01)

3rd November 2024

Table of Contents

NOTICE INVITING TENDER..... 3

1. SCOPE OF SUPPLY..... 3

2. CLARIFICATION TO THE BIDDING DOCUMENT 3

3. DOCUMENTS COMPRISING BID..... 3

4. SAMPLE REQUIREMENT 3

5. BID PRICE 4

6. BID VALIDITY 4

7. BID SECURITY..... 4

8. SUBMISSION OF BIDS..... 4

9. SUBMISSION DEADLINE 4

10. BID OPENING..... 5

11. EVALUATION OF BID..... 5

12. PURCHASER’S RIGHT TO ACCEPT ANY BID, AND REJECT ANY OR ALL BIDS 5

13. QUANTITY VARIATION..... 5

14. AWARD OF CONTRACT 5

15. DELIVERY SCHEDULE..... 5

16. PERFORMANCE SECURITY 5

17. LIQUIDATED DAMAGE 6

18. PAYMENT TERMS..... 6

19. WARRANTY PERIOD 6

20. SUBMISSION OF BID 6

21. TERMINATION 6

22. GOVERNING LAW 7

23. DISPUTE RESOLUTION..... 7

ANNEXURE- I: TECHNICAL SPECIFICATION..... 8

ANNEXURE – II: PRICE SCHEDULE 11

ANNEXURE-III: BID SUBMISSION FORM 12

NOTICE INVITING TENDER

NIQ No.: GDL/GENERAL/2024/01

Date: November 3, 2024

GreenDigital Limited invites eligible bidders to submit your bid for the *Supply and Delivery of Uniforms and Shoes* as per the following Terms and Conditions:

Terms and Conditions

1. Scope of Supply

- 1.1. The bidder(s) shall quote for all the items as per the Technical Specification (Annexure I), and Price Schedule (Annexure II).

2. Clarification to the bidding document

- 2.1. Further information can be obtained in writing from the following address not later than three working days before the date of bid submission.

SN	Name	Address
1	Mr. Sonam Tobgye	Sr. Analyst, GreenDigital Limited sonamtobgye@gdl.bt
2	Mrs. Sonam Pelden	Analyst, GreenDigital Limited sonampelden@gdl.bt

3. Documents comprising bid

- 3.1. The bid must be accompanied by the following document:

- i. Bid Submission Form (*Annexure III*)
- ii. Bid Security
- iii. Valid Trade license
- iv. Tax clearance
- v. Price Schedule (*Annexure II*)
- vi. Integrity Pact (*Annexure IV*)
- vii. Any other relevant documents

4. Sample Requirement

- 4.1. Uniform and shoe samples must be submitted **on or before** bid submission deadline. Bidders who do not provide these samples **shall** be deemed non-responsive.

5. Bid Price

- 5.1. All prices shall be quoted in **Ngultrum (BTN)**. The quoted price shall (**Delivered Duty Paid (DDP)**) including taxes, duties, freight, insurance and other levies to the final place of delivery.
- 5.2. The final place of delivery is **GDL’s Centralized Store, Jamjee, Thimphu**.
- 5.3. The bidder(s) must quote for all the items under this bid. Price bids will be evaluated for all the items together and contract awarded to the firm offering the lowest evaluated total cost of all the items.

6. Bid Validity

- 6.1. The bid shall be valid for **90 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.

7. Bid Security

- 7.1. The bid shall be accompanied by the bid security of **Nu. 50,000 (Fifty Thousand Only)** in the form of Cash Warrant/ Unconditional Bank Guarantee/ Banker Cheque/ Demand draft in the name of the Sr. Analyst, Corporate Service Department, GreenDigital Limited, Thimphu issued by the Financial Institution enforceable in any Banks in Bhutan.
 - a) The Bid security shall be valid up to January 2, 2025.
 - b) A scanned copy of bid security should be submitted with the bid through www.tender.bt and the original should be handed over to the Procurement Office before the submission time.
 - c) Any Bid not accompanied by bid security of adequate value and validity shall be rejected by the Purchaser as non-responsive.
- 7.2. The bid security shall be forfeited in the following cases:
 - a) If the Bidder withdraws the bid after Bid opening during the period of Bid validity.
 - b) If the Bidder does not accept the correction of the Bid price;
 - c) In the case of a successful bidder, if the bidder fails within the specified time limit to sign the Contract or furnish Performance Security.

8. Submission of Bids

- 8.1. The bid must be submitted on the e-procurement website www.tender.bt.

9. Submission deadline

- 9.1. The deadline for submission of your bid(s) on the e-procurement website is November 18, 2024 at 1230 hours.

10. Bid Opening

10.1. The bid(s) will be opened in the presence of bidders or their representatives who choose to attend on November 18, 2024 at 1530 hours in the Conference Room, GDL, Motithang. 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.

11. Evaluation of Bid

11.1. Bids determined to be substantially responsive to the technical specifications and commercial conditions will be evaluated by comparison of their quoted prices. In evaluating the bids, the Purchaser will determine for each bids the evaluated price by adjusting the priced bid by making any correction for any arithmetical errors as follows; where there is a discrepancy between amounts in figures and in words, the amount in words will govern;

11.2. where there is 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.

11.3. To assist in the evaluation, comparison of the Bids, the Purchaser 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 Purchaser shall not be considered.

12. Purchaser's Right to Accept Any Bid, and Reject Any or All Bids

12.1. The Purchaser is not bound to accept the lowest bid and reserves the right to accept or reject any or all the bids without assigning any reason whatsoever.

13. Quantity Variation

13.1. Depending on the final requirement, at the time of the award of the Contract, the Purchaser may increase or decrease the quantities by twenty five percent (25%) of the indicated quantity.

14. Award of Contract

14.1. The Purchaser shall award the Contract to the Bidder whose offer has been determined to be the lowest evaluated Bid. The Purchaser shall issue Notification of Award/ Purchase Order to the successful Bidder. Until a formal Contract is prepared and executed, the Notification of Award shall constitute a binding Contract.

15. Delivery Schedule

15.1. The supply of the Goods and related service shall be completed within 45 days from the date of issue of the Purchase Order.

16. Performance Security

16.1. The Supplier shall be required to furnish Performance Security of 10% of the quoted price in the form

of cash warrant, demand draft or unconditional Bank Guarantee in the name Sr. Analyst, Corporate Service Department, GDL, Thimphu 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 till the end of warranty period and will be returned after the end of warranty period.

17. **Liquidated Damage**

17.1. 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 0.1% per day for each day of delay to a maximum of 10% of the quoted price.

18. **Payment Terms**

18.1. The payment shall be made within 30 days upon verification and acceptance by GDL, based on the receipt of the bill/invoice from the firm.

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

19. **Warranty Period**

19.1. The Supplier shall provide the warranty for a period of 365 days, for the goods to be supplied and confirm that if any faults are detected within the warranty period in the supplied/installed Goods, the Supplier shall be bound to rectify the fault or replace the Goods as the case may be. The performance security shall be used to cover the cost of supplies not delivered or defective items not replaced or rectified.

19.2. Any goods found defective during the warranty period 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.

20. **Submission of Bid**

20.1. Bids shall be submitted through the e-procurement website: www.tender.bt. Refer User **Manual for Vendor Registration** and **User Manual for bidding** available under the Downloads on the website to guide you through the Bid submission process.

20.2. Bidders shall submit the Bid Submission Form using the Form in *Annexure III*. This form must be completed without any alterations to its format, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.

20.3. A bid in which the Bid Submission Form not duly filled and signed shall be rejected.

21. **Termination**

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

- 21.2. if the Supplier fails to perform any other terms and conditions specified with the Purchase Order/ Contract, or exceeds the maximum amount of Liquidated Damages; and
 - 21.3. 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 30 days after receipt of a notice of default from the Purchaser specifying the nature of the default(s).
22. **Governing Law**
- 22.1. The Contract/ Purchase Order shall be governed by and interpreted in accordance with the Laws of Bhutan.
23. **Dispute Resolution**
- 23.1. Any settlement of dispute or arbitration of matter arising from the contract shall be settled as per the Alternative Dispute Resolution Act of Bhutan 2013 for Bhutanese Supplier and United Nations Commission on International Trade Law [UNCITRAL] Arbitration Rules of 1976 for International Supplier and will be binding for both parties.

Annexure- I: Technical Specification

The logo should be GDL instead of DHI. The sample is as attached ()

Item No. 1.1: Uniform (Pant & Shirt)

Fabric/Stretch fabric: 35% Cotton and 65% Polyester



Item No. 1.2: Uniform (Pant & Shirt)

Fabric/Stretchable fabric: 35% Cotton and 65% Polyester with **elasticized cuff**.



Item No. 1.3: Jacket

Outer fabric: High-stretch pongee (100% polyester)

Inner lining: Polar Fleece



Item No. 1.4: T-shirt (Full Sleeve)

Fabric: Cotton



Item No. 1.5: T-shirt (Short Sleeve)

Fabric: Cotton



Item No. 1.6: Shoes

Composite Toe Waterproof Boots (Men's Avenger 7264 200G or Equivalent)



Annexure – II: Price Schedule

SN	Item (as per Technical Specification: Annexure-I)	UoM	Qty	Offered Brand/Origin	Rate, DDP (BTN)	Amount, DDP (BTN)
1	Uniform (Pant & Shirt) <i>[fully stitched with embedded logo]</i>	Set	208			
2	Jacket <i>[fully stitched with embedded logo]</i>	Nos	104			
3	T-shirt (full sleeve) <i>[fully stitched with embedded logo]</i>	Set	208			
4	T-shirt (short sleeve) <i>[fully stitched with embedded logo]</i>	Set	208			
5	Shoes <i>[Steel-toe]</i>	Pair	104			
Total Amount (BTN)						

Total Amount in Words:

Signature of the Bidder:

Name of the Bidder:

Date:

Supplier's Official Stamp

Annexure-III: 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 Prochaser]*

We, the undersigned, declare that:

- (a) We have examined and have no reservations to 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 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 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 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 person whose name and capacity are shown]

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

Name: _____ [insert complete name of 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]