

Tender Number: DHI/PROC-01/2022/76

Dtd. 26/02/2022



REQUEST FOR PROPOSAL

Supply and Renewal of Google Workspace License

February 2022

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NOTICE INVITING TENDER

[Supply and Renewal of Google Workspace License]

NIT No. DHI/PROC-01/2022/76, Date: 26th February 2022

Druk Holding and Investments Limited (DHI), Corporate Services Division invites eligible bidders to submit your bid for the supply and renewal of Google Workspace Basic Licenses as per the following Terms and Conditions:

Terms and Conditions

1. Scope of Supply

- 1.1. The bidder(s) should quote for all items as per the technical specification and the Price Schedule as attached at Annexure -I.

2. Clarification to the bidding document

- 2.1. Further information can be obtained in writing from Head, IT Unit, Corporate Services Division, DHI or email at karpotsbering@dhi.bt or contact no: 17631696 not later than seven days from the date of bid submission.

3. Documents comprising bid

- 3.1. The bid must be accompanied by the following document:
 - i. Bid Security
 - ii. Valid Trade license
 - iii. Tax clearance
 - iv. Price Schedule
 - v. Any other relevant documents

4. Bid Price

- 4.1. All prices shall be quoted in Ngultrum (Nu.). The quoted price shall be inclusive of all related costs including taxes, duties and other levies to the final place of delivery.
- 4.2. The final place of delivery is DHI, Norzin Lam, 5th Floor new BOBL Building, Thimphu, addressed to Associate Director, Corporate Services Division, Druk Holding and Investments Limited.
- 4.3. 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.

5. Bid Validity

- 5.1. 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.

6. Bid Security

- 6.1. The bid shall be accompanied by the bid security of **Nu. 13,500/-** in the form of Cash Warrant/ Unconditional Bank Guarantee/ Banker Cheque/ Demand draft in the name of The Associate Director, CSD, Druk Holding and Investments Limited, Thimphu issued by the Financial Institution enforceable in any Banks in Bhutan.

- a) The Bid security shall be valid up to 3 months.
- b) The Bid Security is to be submitted as a part of the Bid in a separate sealed envelope.
- c) Any Bid not accompanied by bid security of adequate value and validity shall be rejected by the Purchaser as non-responsive.

- 6.2. 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.

7. Covid -19 situation

- 7.1. In case the covid-19 situation extends during the submission date of the tender, the bidder is requested to kindly submit the following:

- a) **Integrity Pact:** Signed copy of the integrity pact to be submitted. No need for legal stamp during the submission, but would be required to sign again during the contract signing.
- b) **Bid Security (EMD):** the lump sum amount of Nu. 13,500/- to be deposited to the DHI's BOBL account no: 100893691, and submit the transaction details along with other documents during bid submission as well as email to karpotshering@dhi.bt or pemachoden@dhi.bt

8. Submission deadline

- 8.1. The deadline for receipt of your bid(s) by the Purchaser at the indicated **18th March 2022 before 12 noon**.

9. Bid Opening

- 9.1. The bid(s) will be opened in the presence of bidders or their representatives who choose to attend **on 18th March 2022 at 14:30 hrs. in the DHI Meeting room 1**. In case due date of the opening of the bid falls on non-working days, the opening of the bid shall be on next working day at the same time.

10. Evaluation of Bid

- 10.1. 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;
- 10.2. 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.
- 10.3. 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.

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

- 11.1. 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.

12. Quantity Variation

- 12.1. 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.

13. Award of Contract

- 13.1. 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.

14. Delivery Schedule

- 14.1. The supply of the Goods and related service shall be completed within **7 days** from the date of issue of the Purchase Order, or the signing of the contract [if applicable].

15. Performance Security

- 15.1. 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 The Associate Director, CSD, Druk Holding and Investments Limited, Thimphu issued by a financial institution enforceable in any Banks in Bhutan, which shall be furnished upon issuance of notification of the award.

Or

- 15.2. The 10% of payment shall be retained as security deposit.
- 15.3. The performance security shall be discharged and returned to the owner/firm after completion of the supply.
- 15.4. The performance security shall be forfeited if the successful bidder fails to adhere by its obligations within the contract period.

16. Liquidated Damage

- 16.1. 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.

17. Verification and Acceptance

- 17.1. DHI shall carry out detailed verification and acceptance on the required items, and in case of fault, mismatching of specification or any other issues found, DHI reserves the right to reject any or all of the items without assigning any reason. It will be at the DHI's discretion to take the final decision on such situation if pertains.

18. Payment Terms

- 18.1. The payment shall be made within 30 days upon verification and acceptance by DHI, based on the receipt of 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. Submission of Bid

- 19.1. The Bidder shall submit the Bid Submission Form using the Form in the Annexure I: 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.
- 19.2. A bid in which the Bid Submission Form not duly filled, signed and sealed by the bidder shall be rejected.

20. Termination

- 20.1. 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:
- 20.2. 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

- 20.3. 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 7 days after receipt of a notice of default from the Purchaser specifying the nature of the default(s).

21. Governing Law

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

22. Dispute Resolution

- 22.1. 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.

23. Additional Work

- 23.1. DHI may require the consultant to carry out additional work that is not mentioned in the scope of work, for which it will be at the discretion of the DHI management to decide and award the work based on the man-month rate quoted by the consultant.

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 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]

Mandatory Technical Requirements

Specification	Minimum Requirement	Bidder Response (yes/no)
Solution	Supply and Renewal of Google Workspace (formerly named as G-Suite) Basic Licenses for 250 users with set up broken below:	
Product Description	Google Workspace Licenses (Basic for 250 users for 1,2- & 3-year's subscription)	
	Google Workspace Licenses (Basic for bulk users (10) for 1,2- & 3- year's subscription)	
Mobile Platform accessibility	Mobile email, calendar, mail synchronization	
Email Security	TLS server-to-server encryption SSL enforcement for secure HTTPS access	
Collaboration	Intelligent Office Suite	
Storage	Secure cloud-based file storage per user. 30GB storage on Basic	
Administration	Centralized admin console.	
Adverts	Ad- Free experience	
Support	24-7 support by phone, email and online	
Uptime	95% and above guaranteed.	
Account Transfer	Able to transfer email accounts from current reseller if required.	
<i>NB: - Bidders must meet all the technical minimum requirements to qualify for financial evaluation</i>		

Price Schedule

Sl	Description	Amount (Ngultrum)		
		1 Year	2 Years	3 Years
1.	Renewal of Google Workspace basic licenses for 185 users with 30GB storage.			
2.	Supply of new basic Google Workspace licenses for 65 users with 30GB storage.			
3.	Supply of new basic Google Workspace licenses for at least 10 Users per block with 30GB storage if required in future or additional.			

Signature of Supplier:	Supplier's Official Stamp
Name of Supplier:	
Date:	

**** DHI will be initially procuring or renewing 250 user licenses with the provision of additional procurement of at least 10 users per block.**