

Procurement of Goods



Tender No. 37/MHPA/C&P/Annual rate- Safety Gadgets and IT Equipments 2018/21 dtd. 12/09/2018

Supply of Safety Gadgets & IT Equipments (Annual Rate)

**Mangdechhu Hydroelectric Project Authority
Trongsa**

September 2018

Project title : Mangdechhu Hydroelectric Project Authority

**Tender No : Tender No.37/MHPA/C&P/Annual rate- Safety Gadgets and IT Equipments
2018/21 dt. 12/09/2018**

Sealed bids are invited from National authorised Dealers for setting up contract for the supply of the following items;

- i) Supply of Safety Gadgets, LOT-I (Annual Rate).**
- ii) Supply of IT Equipments, LOT-II (Annual Rate).**

As per attached Price Schedules.

1. The bidder(s) may quote for any or all items under this invitation. Each item shall be evaluated and contract awarded separately (item-wise) to the firm(s) offering the lowest evaluated price based on samples submitted.
2. Each bidder shall submit only one Bid for supply of *the above* items.
3. All prospective bidders can obtain the Bidding Documents from the Contract and Procurement (C&P) of MHPA, Trongsa upon the payment of non-refundable amount of **Nu. 5,00.00** or can be downloaded free of cost from MHPA web site (www.mhpa.gov.bt) The sale of Bid Document shall **start** from 12th **September 2018** and shall **close** on 26th **September 2018**. ***Bidder who intends to download bid document from MHPA website should register their firm name along with contract address to Procurement office, MHPA, Dangdung, Trongsa through telephone or vide other means of communication.***
4. The bidder(s) shall submit one original bid with the Form of Bid and clearly marked ORIGINAL. In addition, the bidder(s) should also submit one copy marked as COPY. The bid including all documents in the attached format should be sealed in an envelope subscribing “***Tender for Supply of Safety Gadgets and IT Equipments***” at the top and addressed to and delivered at the following address:

**Chief Engineer,
Contract and Procurement Division
Mangdechhu Hydroelectric Project Authority,
Dangdung, Trongsa Dzongkhag.
Post Box: 579**

The inside envelopes shall be clearly marked with the name and address of the bidder.

5. The deadline for the submission of bid is **17.00 Hrs on 26th September 2018** and shall be opened in the MHPA Tender Room, Trongsa at **15.30 Hrs on 27th September 2018**. If bid opening date happens to be a holiday, bid will be opened on the next working day at the same time and place as mentioned above. Bids received after the expiry of the specified submission date and time shall not be considered.
6. The bids will be opened in the presence of bidders or their representatives who may choose to attend at the specified venue and time.
7. The bids shall be accompanied by a valid Bid Security amounting as per following;

Safety Gadgets and IT Equipments	Nu. 10,000.00
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The Bid Security can be in the form of cash warrant, demand draft or unconditional Bank Guarantee from the Financial Institutions in Bhutan and it should be in favour of **CFO, MHPA, Trongsa** valid till **25th January, 2019**. Bids not accompanied by responsive bid security shall be treated as non responsive.

8. Bids submitted by fax or by electronic means **are NOT** acceptable.
9. Bids can be withdrawn before the bids are opened by submitting a written application by the bidder to the Chief Engineer (C&P). Such bids shall be marked as **WITHDRAWN** and shall be returned un-opened to the bidder.
10. Bids cannot be withdrawn after the bids are opened. If the bidder withdraws the bids after the bids are opened then the Bid Security for that particular bid shall be forfeited and the bidder shall be barred from participating in the future tenders of MHPA.
11. The bids should be submitted as per the following instructions and in accordance with the attached Terms and Conditions. The attached Terms and Conditions of Supply is an integral part of the Contract.
 - a) **PRICE:** All prices shall be quoted in Ngultrum. The quoted price shall be inclusive of all related costs, taxes and levies inside and outside Bhutan to the final place of delivery.
 - b) The final place of delivery is **Store, MHPA, Dangdung, Trongsa.**
 - c) **Delivery period:** The delivery period shall be **30 days** from the contract/purchase order date.
 - d) **EVALUATION OF BIDS:** Offers determined to be substantially responsive to the *General/commercial terms & specifications* will be evaluated by comparison of their quoted prices. In 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;
 - (i) Where there is a discrepancy between amounts in figures and in words, the amount in words will govern;
 - (ii) 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 Employer 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.
 - (iii) if the supplier refuses to accept the correction(s), the bid submitted by him shall be rejected and the bid security shall be forfeited.
 - iv) *alternative bids shall not be allowed.*
 - v) *wherever brands are indicated as 'restricted', other quoted brands shall not be evaluated.*
 - vi) *evaluation will be done item-wise.*
 - vii) *evaluation will be done base on the sample submitted by the bidders.*
 - e) **AWARD OF WORK:** The item-wise award will be made to the bidder(s), who is offering the best sample and that meets the requirements of the Purchaser. The successful bidder(s) will sign a supply contract as per attached 'Contract Agreement' or shall be placed a purchase order.
 - f) **VALIDITY OF THE BIDS:** The bids shall be valid for a period of **90 (Ninety) days** from the date of bid opening as indicated in Clause 5 above.
 - g) **VALIDITY OF OFFERED PRICE:** The offered rate shall be valid for one year from the date of contract signing.

12. Any further information can be obtained from the Office of the Chief Engineer *C&P, MHPA*, Trongsa, Bhutan.
13. The bidder whose bid is accepted will be notified of the award of work by the Purchaser prior to expiration of the bid validity period. The terms of the accepted offer shall be incorporated in the contract/purchase order.
14. The Supplier shall provide Warranty period as provided by manufacturer from delivery date against manufacturing defects for all the goods.
15. One hundred percent (100%) payment shall be released to the Supplier within thirty (30) days after the date of the receipt of the goods as per the Purchase Order.
16. Materials supplied should conform to the specifications and standards set by Bhutan Standards Bureau or any other recognized or approved Agencies.
17. The Bid Security of the un-successful bidders shall be returned within one week after the date of signing the Contract Agreement with the successful bidder(s).
18. The bidder shall be required to sign on all pages of the documents including 'Terms and Conditions' attached herewith for 'Supply of Goods and Payment' to be submitted with bid.
19. Documents required to be submitted :
 - (a) A duly completed and signed priced quotation as per the Schedule of Items and the Priced Quotation.
 - (b) A valid Trade License;
 - (c) A valid Tax Clearance Certificate;
 - (d) The required bid security;
 - (e) Technical Specification of the Goods/Equipments to be supplied;
 - (f) Signed Pre-integrity Pact (Annexure –I); and
 - (g) Any other requirements specified in this document.
20. The purchaser shall go for the best deal. 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. Further, the Purchaser reserves the right to annul the whole bidding process without assigning any reason.

Terms and Conditions for the Supply of Goods and Payment.

1. After issuance of Notification of Award to the successful bidder, the bidder shall be required to submit a fixed performance security of **10% of the total amount or Nu.10000.00** whichever is on the higher side in the form of cash warrant, demand draft or unconditional Bank Guarantee in favour of **CFO, MHPA, Trongsa**, issued by a financial institution located in Bhutan within **14 days**. Failure to submit the Performance Security in the manner and amount indicated in the Notification of Award or Purchase Order shall result in the cancellation of the bid and forfeiture of the Bid Security and the bidder shall be barred from participating in the future tenders of MHPA. *Performance security shall be valid for 12 months from the date of contract signing.*
2. Delivery period: All goods shall be delivered within **30 days** from the Purchase order date.
3. The supplier shall pay liquidated damages at the rate of 0.1% per day for each day of delay to a maximum of 10% of the total Purchase order amount irrespective of the part of items supplied after the delivery period unless the delivery period has been extended as deemed fit by the purchaser. Goods delivered beyond the maximum liquidated damages shall not be entertainment, and result in forfeiting of performance security deposit.
4. The Purchaser may, by written notice, terminate the Purchase Order or the contract in whole or in part at any time for its convenience:
 - a. if the Supplier fails to perform any Terms and conditions specified with the Purchase Order, or
 - b. if the Supplier fails to perform any obligation(s) under the Purchase Order/contract, or
 - c. if the Supplier does not take any remedial action within a period of (7) seven calendar days after receipt of a notice of default from the Purchaser specifying the nature of the default(s), or
 - d. if the Supplier, in the judgment of the Purchaser, has engaged in any corrupt or fraudulent practices in competing for or in executing the tasks under this Purchase Order; and
5. The Supplier shall provide the warranty, as stipulated in the Bid document, 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.
6. The purchaser may procure any of the items from the open market in case the supplier fails to supply the goods within the stipulated time and realise the difference amount between the quoted price & market price from the Performance Security.
7. The Goods/Equipments shall be taken over at **Store, MHPA, Trongsa** and any defective or damaged goods due to manufacturing process or by way of transportation shall not be taken over or accepted by the Purchaser. All cost associated up to place of delivery for the damaged or defective goods shall be borne by the Bidder in totality and Purchaser shall not refund or bear any cost.
8. No part payment shall be made by the Purchaser. Payment shall be made only after the supply and delivery of full quantities of goods indicated in the Purchase order as per the specifications and terms of supply agreed with the bidder.
9. The Supplier 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 as defined in SBD, MoF, Bhutan.

10. The product should be **GENUINE** and supply shall be subjected to inspection by the consignee in the supplier's premises, if the product is found to be non genuine/duplicate then the supplier shall replace the products at its own cost.
11. In case the supplier fails to supply the materials as per the above mention terms and condition then MHPA reserves right to forfeit the performance security and initiate action as per the procurement rules of RGoB.
12. The terms and condition in respect of inspection /criteria of the material shall be mention in purchase order if required.

Bid Form

Final delivery of goods: *Store, MHPA, Dangdung, Trongsa Bhutan*
Consignee: *Store Incharge, MHPA, Dangdung, Trongsa, Bhutan.*

Signature of Supplier	Supplier's Official Stamp
Name of Supplier:	
Contact details: Telephone Number: Email Address:	
Date:	

1. PRE CONTRACT INTEGRITY PACT

1 General

Whereas, *Chief Engineer, C&P* representing the Mangdechu Hydroelectric Project Authority, hereinafter referred to as the Employer on one part, and _____ representing M/s _____ hereinafter referred as “**bidder**” on the other part hereby execute this agreement as follows:

This agreement should be a part of the tender document, which shall be signed and submitted along with the tender document. The head of the employing agency/or his authorized representative should be the signing authority. For the bidders, the bidder himself or his authorized representative must sign the Integrity Pact (IP). **If the winning bidder had not signed the Pre-Integrity Pact during the submission of the bid, his/her bid shall be Rejected.**

2 Objectives

Now, therefore, the Employer and the Bidder agree to enter into this pre-contract agreement, hereinafter referred to as Integrity Pact, to avoid all forms of corruption by following a system that is fair, transparent and free from any influence/unprejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into, 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, goods and 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 and the Employer will commit to prevent corruption, in any form by their officials by following transparent procedures.

3. Commitments of the Employer:

The Employer Commits itself to the following:-

- 3.1 The Employer hereby undertakes that no official 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, bid evaluation, contracting or implementation process related to the Contract.
- 3.2 The Employer further confirms that its officials has not favored any prospective bidder in any form that could afford an undue advantage to that particular bidder during the tendering stage, and will further treat all Bidders alike.

- 3.3 All the officials of the Employer shall report to the head of the employing agency or an appropriate Government office any attempted or completed violation of clauses 3.1 and 3.2.
- 3.4 Following report on violation of clauses 3.1 and 3.2 by official (s), through any source, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the Employer and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the Employer the proceedings under the contract would not be stalled.

4 Commitments of Bidders

The Bidder commits himself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of his bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commits himself to the following :-

- 4.1 The Bidder will 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, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the Contract.
- 4.2 The Bidder further undertakes that he has not given, offered or promised to give, directly or indirectly 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 or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the Contract or any other contract with the Government for showing or forbearing to show favor or disfavor to any person in relation to the Contract or any other contract with the Government.
- 4.3 The Bidder will not collude with other parties interested in the contract to preclude the competitive bid price, impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 4.4 The Bidder, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the Employer of their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

5 Sanctions for Violation

- 5.1 **The breach of any aforesaid provisions or providing false information by employers including manipulation of information by evaluators, shall face administrative charges and penal actions as per the existing relevant rules and laws.**

5.2 The breach of the Pact or providing false information by the Bidder, or any one employed by him, or acting on his behalf (whether with or without the knowledge of the Bidder), or the commission of any offence by the Bidder, or any one, employed by him, or acting on his behalf, shall be dealt with as per the provisions of the Penal Code of Bhutan, 2004, and the Anti-Corruption Act, 2006.

5.3 The Employer/relevant agency shall also take all or any one of the following actions, wherever required:

- a. To immediately call off the pre-contract negotiations without giving any compensation to the Bidder. However, the proceedings with the other Bidder(s) would continue.
- b. To immediately cancel the contract, if already awarded/signed, without giving any compensation to the Bidder.
- c. The Earnest Money / Security Deposit shall stand forfeited.
- d. To recover all sums already paid by the Employer.
- e. To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the Bidder, in order to recover the payments, already made by the Employer, along with interest.
- f. To cancel all or any other Contracts with the Bidder.
- g. To debar the Bidder from entering into any bid from the government of Bhutan as per the Debarment Rule.

6. Conflict of Interest

6.1 A conflict of interest involves a conflict between the public duty and private interests (for favor or vengeance) of a public official, in which the public official has private interest which could improperly influence the performance of their official duties and responsibilities. Conflict of Interest would arise in a situation when any concerned members of both the parties are related either directly or indirectly, or has any association or had any confrontation. Thus, conflict of interest of any tender committee member must be declared in a prescribed form (sample form attached).

6.2 The Bidder shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any committee member, and if he does so, the Employer shall be entitled forthwith to rescind the Contract and all other contracts with the Bidder.

7 Examination of Books of Accounts

7.1 In case of any allegation of violation of any provisions of this Integrity Pact or payment of commission, the Employer/authorized persons or relevant agencies shall be entitled to examine the Books of Accounts of the Bidder and the Bidder shall provide necessary information of the relevant financial documents and shall extend all possible help for the

purpose of such examination.

8. Monitoring and Arbitration

8.1 The respective procuring agency shall be responsible for monitoring and arbitration of IP as per the Procurement Rules.

9 Legal Actions

9.1 The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

10 Validity

10.1 The validity of this Integrity Pact shall cover the tender process and extend until the completion of the contract to the satisfaction of both the Employer and the Bidder.

10.2 Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
We, hereby declare that we have read and understood the clauses of this agreement and shall abide by it. Further, the information provided in this agreement are true and correct to the best of our knowledge and belief.

LOT-I- Bill of Quantity for Safety Gadgets

Sl. No	Descriptions	Unit	Rate(Nu)	Restricted Brand	Remarks
1	Safety Boot(<i>Please refer specification i</i>)	Pair		Tiger/Mallcom	samples required
2	Safety Gumboot(<i>Please refer specification ii</i>)	Pair		Duckbag/Liberty/Atlanta	samples required
3	Leather work glove	Pair		Best Quality	samples required
4	Safety Helmet	Nos.		Karam/Venus	samples required
5	Umbrella(<i>Please refer specification iii</i>)	Nos.		Good Quality	samples required
6	Reflector Jacket	Nos.		Good Quality	samples required
7	Rubber hand glove	Pair		Good Quality	samples required
8	Nose Mask	Nos.		Good Quality	samples required
9	Safety Goggle	Nos.		Good Quality	samples required
10	Rain Coat	Set		North Face/Duckbag	samples required
11	Ear Plug	Pair		Good Quality	samples required
12	Trekking Boot(<i>Please refer specification iv</i>)	Pair		Woodland	samples required

LOT-II- Bill of Quantity for IT Equipments

Sl. No	Descriptions	Unit	Rate(Nu)	Restricted Brand/ Specification	Remarks
1	Laptop(<i>Please refer specification v</i>)	Nos.		Dell	
2	Wireless optical mouse with USB	Nos.		Microsoft/Dell/Adesso	
3	Antivirus, Quick heal total security,2 years validity	Packet		Quick Heal	10 in 1 packet
4	UPS 600 VA,230v,50 Hz	Nos.		APC	
5	Cat 6 cable	Box		D-Link	
6	Telephone wire	Box		Good Quality	
7	RJ 45 Connector	Box		D-Link	
8	RJ 11 Connector	Pcs			
9	SMPS for Desktop	Nos.			
10	Laptop Battery	Nos.		Dell/hp	
11	Laptop Screen 15"	Nos.		Dell/hp	
12	Laptop Screen 14"	Nos.		Dell/hp	
13	Laptop Adopter	Nos.			
14	Laptop Carry Bag	Nos.		Dell/Equivalent	3 in 1
15	External DVD ROM	Nos.			

Specification i (Safety Boot)1.Material-Leather 2.Features-Water Resistant,Oil Resistant,Anti-Skid 3.Color-Black 4.Waterproof & Antiskid 5. Steel Toe Cap as per ISI Standard

Specification ii (Safety Gumboot)1.Double Density & Double Colour Gumboot providing highest level of safety and comfort. 2.Oil/Acid/Chemical resistant 3.Waterproof & Antiskid 4.Steel Toe Cap as per ISI Standard5.Inside Fabric Lining for maximum comfort

Specifications iii (Umbrella)1.Water proof/breathable 2.Durable,Lightweight 3.Good quality Nylon material 4.Frame made of good quality steel 5Automatic release button 6.Good quality Cover

Specifications iv (Trekking Boot)1. Materia-Leather 2.Lifestle- Casual 3.Lace-Up

Specifications v(Laptop)

Dell make inspiron14/15R, Intel(r) core i5, CPU (2410M, 2.3 GHz base up to 2.9 GHZ), 8 in 1 memory card, 14.1"/15.6" HD WLED true life display, Integrated 10/100/1000 Ethernet LAN, Integrated widescreen HD, Web Cam, 500GB disk, 4GB RAM, Intel(R) centrino optical drive, 65W ac adapter, Intel HD Graphics 3000, Integrated DDr3 with original Genuine windows7/8 along with carrying bag