

འབྲུག་འཕུལ་སྐྱོད་དང་བཟོ་ལས་ཚད་འཛིན།

Bhutan Automation & Engineering Limited

(A Joint Venture Company of  འབྲུག་སྐྱེད་འབྱུང་གྲོག་ལེ་ལས་འཛིན་ཚད། **DrukGreen** and )



BIDDING DOCUMENT

SERVICES

Procuring Symantec Endpoint Protection (SEP) License Subscription

NIQ No: BA0005/2024 Dated: 28/05/2024

File No: BHUTAN AUTOMATION/SEP/2024/520 Dated 28/05/2024.

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NOTICE INVITING QUOTATION (NIQ)

1. Bhutan Automation & Engineering Limited (BHUTAN AUTOMATION) is pleased to invite sealed bids from Eligible Bidders (**Domestic**) for procuring Symantec Endpoint Protection (SEP) license Subscription.

SN	Item Description	Quantity Required
1	Symantec Endpoint Protection (SEP) License Subscription for One year	46

2. The bid can be submitted online or in hard copy on or before 18 June 2024 by 12 noon and will be opened on the same day at 15:00 hours at Conference Hall, Bhutan Automation & Engineering Limited, Bjabcho, Chukha.
3. Offers must be addressed to, and may contact the following person for any clarification:

Procurement Officer

Bhutan Automation & Engineering Limited, Bjabcho Gewog,

Chukha: Bhutan

Phone: +97577607659

E-mail ID: kinley.p.tshering@bbutanautomation.com

4. **Deleted**

SECTION I - INSTRUCTION TO BIDDERS (ITB)

1. DELETED.

2. Clarification on Bidding Document

- 2.1 The Bidder shall examine the Bidding Documents thoroughly, Bidder may request clarification promptly. Any clarification on Bidding Documents may be notified @ kinley.p.tshering@bhutanautomation.com or at +975 77607659

3. Amendment of Bidding Documents

- 3.1 At any time prior to the deadline for submission of bids, the Company may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bid Document through an Addendum.
- 3.2 The Addendum if any shall be available for downloading from the Company's website by prospective Bidders. The Company may, at its discretion, extend the deadline for bid submission, if the Bidders are expected to require additional time in which to take the Addendum into account in preparation of their bid or for any other reason.

4. Modification and Withdrawal of Bids

- 4.1 No bid can be modified after the deadline for submission of bids.

5. Price Schedule

- 5.1 Price shall be quoted in accordance with Bidding **Form 1: Price Schedule Form**
- 5.2 Price quoted by the Successful Bidder must remain firm during the entire period of performance of the Contract and is not subject to variation.

6. Period of Validity of Bids

- 6.1 Bids shall remain valid for a period of 30 days from date of signing of contract. A bid valid for a shorter period shall be rejected by the Company as non-responsive.
- 6.2 As required, the Company may request bidders to extend the period of validity of their bids. However, a bidder may refuse the request to extend the validity of its bids without forfeiting its bid security. A bidder granting request shall not be required or permitted to modify its bids.

7. Currency of Bid

- 7.1 The unit rates and prices shall be quoted in BTN.

8. Bid Security

The Bidder shall furnish, as part of its bid, bid security denominated in the currency and in the amount of Nu. 1500/- valid up to 19/08/2024. The Bid Security shall be submitted in the form of an irrevocable bank guarantee /cash warrant/demand draft in the name of BHUTAN AUTOMATION issued by any Financial Institution of Bhutan or any Foreign bank acceptable and enforceable by Financial Institution of Bhutan.

The bid security shall be forfeited if a bidder withdraws its bid during the period of bid validity or if the selected Service-Provider fails to sign the Contract in accordance with ITC 17: Signing of Contract.

9. Signing of Bids

- 9.1 The Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person who is duly authorized by the Bidder, holding a Power of Attorney, with an official seal.

10. Submission of Bids

- 10.1 The bidder(s) shall submit one original bid clearly marked ORIGINAL. In addition, the bidder(s) should also submit one copy marked as COPY. The bid including all documents should be duly filled, signed, and sealed in an envelope and addressed to and delivered at the following address:

*Kinley Tsbering
Procurement Officer
Bhutan Automation & Engineering Limited, Bjabcho,
Chukha: Bhutan.
Contact: +957 77607659*

- 10.2 The submission of Bid(s) with password-protected email is acceptable, however, the Bid Security in the original is submitted to BHUTAN AUTOMATION personally with the intimation to the contact person given below:

*Kinley Tsbering
Procurement Officer
Bhutan Automation & Engineering Limited, Bjabcho,
Chukha: Bhutan.
Contact: +957 77607659*

- 10.3 The bid can be submitted online or in hard copy on or before 18 June 2024 by noon.

11. Opening of Bid

- 11.1 The bid(s) will be opened in the presence of bidders or their representatives who choose to attend at **Bhutan Automation & Engineering Limited, Bjachhog, Chukha, Bhutan on 18 June 2024 at 15:00 hours**. 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.

12. Bid Evaluation

- 12.1 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 Company will determine for each bids 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 Company 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.
- 12.2 To assist in the evaluation and comparison of the Bids, the Company 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 Company shall not be considered.
- 12.3 The provisional quantity in the bidding document shall be used only for evaluation purposes. For the award and contract signing, only the unit rate shall be signed between the purchaser and the service provider.

13. Negotiations

- 13.1 Negotiations may be carried out with the lowest evaluated bidder through online (OR) at Bhutan Automation & Engineering Limited, Bjachhog, Chukha (if necessary). In case of failure during negotiation with the lowest evaluated bidder, the Company shall proceed for negotiation with the next-ranked Bidder.
- 13.2 The minutes of the negotiations, signed by the company and the Bidder, shall form part of the Contract Agreement.

14. Award Criteria

- 14.1 The Company will award the Contract to the successful Bidder, after negotiation, if any, whose bid has been determined to be substantially responsive and has been determined as the lowest evaluated bid.
- 14.2 However, the Company also reserves the right to accept any bid and to reject any or all bids and to annul the bidding process and reject all Bids at any time prior to Contract award, without thereby incurring any liability to Bidders or any obligation to inform the affected Bidders on the grounds for such action of the Company.

15. Deviation

- 15.1 Bidders shall not be permitted to take any deviation from the terms and conditions as specified in the Bidding Documents. However, any exceptions/deviations to the terms and conditions of the Bid Document should be indicated in the deviation schedule as per Form **2: Deviation Schedule**.

16. Deleted

17. Deleted

18. Deleted

19. Deleted

SECTION II - BIDDING FORMS

Form – 1: Price Schedule Forms

Schedule A:

SN	Item Description	Qty. Req.	UoM	Unit Price (BTN)		Total Amount (BTN)	Brand/Make	Country of Origin
				In Figure	In Word			
1	SES-SUB-1-99 Endpoint Security Enterprise, Hybrid Subscription License with Support, 1-99 Devices, 1Y, Supporting all the Operating System.	46	No					
Total Amount in Word:								

Sealed and Signed

Form – 3: Deviation Schedule

(Only exceptions/ deviations to be mentioned)

Section No. (Page No.)	Clause No. Sub-clause No.	Details of deviation	Cost Compensation for Deviation	Remarks

Sealed and Signed

SECTION III- GENERAL CONDITIONS OF CONTRACT

1. Definition

1.1 The following terms and expressions used herein shall have the meaning as indicated therein:

- a) **“Contract Price”** means the aggregate price payable to the Contractor/Supplier/Service provider as specified in the Contract at the time of award, subject to such additions and adjustments there to or deductions therefrom as may be made pursuant to the provisions of the Contract till the completion of the contract, the price so adjusted shall be termed as Executed Price;
- b) **“Company”** means Bhutan Automation & Engineering Limited (BHUTAN AUTOMATION);
- c) **“Services”** means Non-Consultancy Services which are not Consultancy Services. Non-consultancy Services are normally bid and contracted on the basis of performance of measurable outputs, and for which performance standards can be clearly identified and consistently applied. Examples include: drilling, aerial photography, satellite imagery, mapping, catering services, ticketing services, printing services, hiring of training facilities, and similar operations;
- d) **“Completion Date”** means the date of completion of the Services by the Service Provider as certified by Company.
- e) **“Service Provider”** means a legal entity, including the legal successors or permitted assigns of such entity, entering into a Contract with Company to provide Services;

2. Governing Law

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

3. Service Provider’s Responsibilities

3.1 The Service Provider shall provide all the Services in accordance with the terms of reference provided at **Section IV: Terms of Reference** and the Delivery and completion requirements.

4. DELETED.

5. Quality of Work

5.1 The Service Provider shall guarantee the quality of work. The quality of workmanship shall be of the highest standard and to the full satisfaction to the Company.

5.2 The Service Provider shall perform the Services and carry out its obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices.

6. Deleted

7. Deleted

8. Contract Price

8.1 The Contract Price shall be as specified in the Contract/Work Order subject to any additions and adjustments thereto or deductions therefrom as may be made pursuant to the Contract.

9. Terms of Payment

9.1 Payments shall be made promptly by the Company, but no later than thirty (30) days after the receipt of invoices and documents to the concerned official of procuring agency, provided that the documents are compliant with all the requirements of the Company.

9.2 The currencies in which payments shall be made to the Service Provider under this Contract shall be those in which the Contract Price is expressed.

10. Tax Deducted at Source

10.1 At the time of release of payment, two (2%) percent TDS on service portion shall be deducted from the Service Providers having Bhutanese trade license, or Three (3%) on the service portion from the Service Providers having other than Bhutanese trade license respectively from the gross amount of bills except from the manufacturers and authorized dealers. The Company shall furnish the necessary TDS Certificate to the Bidders, issued by the Department of Revenue & Customs, RGoB.

10.2 If any tax exemptions, reductions, allowances or privileges may be available to the Service Provider in the Kingdom of Bhutan, the Company shall use its best efforts to enable the Service Provider to benefit from any such tax savings to the maximum allowable extent.

11. Deleted

12. Liquidated Damages for delay in delivery

12.1 If the Service Provider fails to deliver any or all of the Goods by the date(s) of delivery or fails to perform the Services within the period specified in the Contract/ Purchase Order, the Company shall deduct liquidated damages at the rate of 0.1% per day for each day of delay to a maximum of 10% of the Contract Price.

13. Deleted

14. Force Majeure

14.1 The Service Provider shall not be liable for forfeiture of its Performance Security, liquidated damages or termination for default if and to the extent that its delays in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

14.2 For purposes of this Clause, “Force Majeure” means an event or situation beyond the control of the Service Provider that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Service Provider. Such events may include, but not be limited to, acts of the RGoB in its sovereign capacity, act of God, wars or revolutions, riot, civil commotion, sabotage, fires, floods, epidemics, quarantine restrictions and freight embargoes or any other cause of similar nature which are not within the control of either party to the contract and which renders the performance of the contract by the said party impossible.

14.3 If a Force Majeure situation arises, the Service Provider shall promptly notify the Company in writing of such condition and the cause thereof, along with documentary or pictorial evidence. Unless otherwise directed by company in writing, the Service Provider 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.

15. Termination

15.1 Termination for Default

15.1.1 The Company, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Service Provider, may terminate the Contract in whole or in part:

- a. if the Service Provider fails to deliver any or all of the Services in accordance with the Contract, within the stipulated delivery schedule or within any extension thereof granted by the Company; or
- b. if the Service Provider fails to perform any other obligation under the Contract; or

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- c. if the Service Provider, in the opinion of the Company has engaged in fraud and corruption, in competing for or in executing the Contract, the Company shall be the final authority to decide whether the Service Provider has engaged in any Fraud and Corruption as mentioned above and such decision shall be final and binding on the Service Provider; or
 - d. If the Service Provider becomes bankrupt or goes into liquidation or makes general assignment for the benefit of the creditors or any receiver is appointed for the property owned by the vendor.

15.1.2 In the event the Company terminates the Contract in whole or in part, the Company may procure, upon such terms and in such manner as it deems appropriate, Services similar to those undelivered, and the Service Provider shall be liable to Company for any additional costs incurred by Company in procurement of such undelivered Services. Wherever the Contract is terminated in part, the Service Provider shall continue performance of the Contract to the extent not terminated.

15.2 **Termination by Service Provider**

15.3 If the Company commits a substantial breach of the Contract, the Service Provider may give a notice to Company that specifies the breach and requires Company to remedy the same. If Company fails to remedy the breach or take steps to remedy the breach within thirty (30) days after receipt of the Service Provider's notice, or,

15.4 If the Service Provider is unable to carry out any of its obligations under the Contract for any reason attributable to the Company, including but not limited to Company's failure to obtain any governmental permit necessary for the Delivery of Services, which Company is required to obtain as per provision of the Contract or as per relevant applicable laws, the Service Provider may give a notice to Company to carry out such obligation under the Contract and if Company fails to comply within thirty (30) days after receipt of the Service Provider's notice, then the Service Provider may, referring to this sub-clause, forthwith terminate the Contract.

15.5 In the event of termination, all payments due to the Service Provider for the Services already delivered shall be settled by the Company with no further liability on any account whatsoever.

15.6 **Termination by Force Majeure**

15.6.1 Service Provider shall not be considered in default if delay in delivery occurs due to Force Majeure.

15.6.2 Only those causes which have duration of more than 7 days shall be considered causes of Force Majeure. In the event of delay due to such causes, the delivery schedule will be

extended for a length of time equal to the period of Force Majeure or at the option of the Company, the order may be cancelled. Such a cancellation would be without any liability whatsoever on the part of the Company. In the event of such cancellation, the Service Provider shall refund any amount advanced or paid to the Service Provider by the Company and deliver back any materials issued to him by the Service Provider and release facilities, if any provided by the Company.

16. Payment upon termination

16.1 Upon termination of this contract pursuant to Clauses GCC 16.1 hereof, the Company shall make the following payments to the Service Provider:

- (a) remuneration pursuant to GCC.9: Terms of Payment hereof for services satisfactorily performed prior to the effective date of termination, and reimbursable expenditures pursuant to Clause GC 6 hereof for expenditures actually incurred prior to the effective date of termination; and
- (b) except in the case of termination pursuant to clauses (a) through (d) of Clause GC 15.1 hereof, reimbursement of any reasonable cost incidental to the prompt and orderly termination of this contract including the cost of the return travel of the personnel and their eligible dependents.

17. Time for completion

17.1.1 The supply of good and related services shall be completed fifteen days from the date of Issuance of Purchase Order, as the case maybe.

17.1.2 Time is the essence of this contract, and no variation shall be permitted in the delivery time/delivery schedule mentioned in the Contract/Service Order.

17.1.3 The contract can be extended further, based upon the requirements of the Company and performance of the Service Provider, at the discretion of the Company on the same terms & conditions.

18. DELETED.

19. VARIATION.

Depending on the final requirement, at the time of the award of the Contract, the Company may increase or decrease the quantities by twenty five percent (25%) of the indicated quantity against each item without any changes in rates provided in the Contract.

20. Dispute Resolutions

20.1.1 Amicable Settlement

In case of any dispute of any kind whatsoever arises between the Company and the Service Provider in connection with or arising out of the Contract, the parties shall seek to resolve any such dispute or difference by mutual consultation.

20.1.2 However, any dispute which cannot be amicably settled between the parties, shall be referred to adjudication/ arbitration in accordance with the laws of Bhutan.

IN WITNESS WHERE OF the Parties hereto have caused this agreement to be executed by its duly authorized representatives as of the day and year first above written.

Affix
Legal
Stamp

Affix
Legal
Stamp

Signed for & on behalf of Bhutan Automation & Engineering Limited.

Signed by Service provider/Representative

Name:.....

Name:.....

CID:

CID:

In presence of:

Witness:.....

Witness:.....

Name:.....

Name:.....

CID:

CID: