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DRUK HOLDING & INVESTMENTS LTD.

GROUP STANDARD BIDDING DOCUMENT

GOODS



“CARTIDGES & TONER”

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1. NOTICE INVITING TENDER

NIT No: BT/CARTIDGES & TONER/ 2025

1. Bhutan Telecom Ltd invites ebids from eligible firms for the supply of **BT/ CARTIDGES & TONER.**
2. Bhutan Telecom Ltd would like to inform you to kindly visit the website www.tender.bt for vendor registration and to submit the proposal online.
3. The user manual for vendor registration, bidding process and EMD upload is available on the website www.tender.bt.
4. SBD Timeline

NIT No.	BT/CARTIDGES & TONER/ 2025
Bid Submission & EMD Submission Date & Time	On or before 14 th January 2025 (11:00 hrs)
Bid Opening Date & Time	14 th January 2025 (14:00 hrs)
RFP shall be available at	www.tender.bt

2. Terms and Conditions

2.1. Scope of Work

The scope of work is to supply the Printing & Stationery as per the technical specification and material description given. The bidder(s) have to quote for item wise.

2.2. Clarification to the bidding document

Further information can be obtained in writing from procurement@bt.bt, not later than 10th January 2025.

2.3. Documents comprising bid

The bid must be accompanied by the following document:

- a) Bid Security
- b) Valid Trade license
- c) Tax clearance.
- d) All supporting document for evaluation criteria.
- e) Signed Integrity Pack

2.4. Bid Price

- 2.4.1. The quoted price shall be DDP. **(Delivered Duty Paid) Thimphu.**
- 2.4.2. The final place of the delivery of goods/ Equipment is BTL, Central Stores, Thimphu.
- 2.4.3. Item wise shall be evaluated and contract awarded separately to the firm(s) offering the lowest evaluated price for the item.
- 2.4.4. All prices quoted shall be on a per unit basis and valid till for 12 months from the date of bid opening. The selected bidders shall be contacted for additional supply of any enlisted item in future on repeat order basis for the entire contract period.
- 2.4.5. The order shall be placed as and when required for the year **2025.**

2.5. Bid Validity

- 2.5.1. 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.

2.6. Bid Security

- 2.6.1. The bid shall be accompanied by the bid security (EMD) of **Lumpsum amount of Nu.20,000/-** in the form of Cash Warrant/ Unconditional Bank Guarantee/ Banker Cheque/ Demand draft in the name of **Bhutan Telecom Ltd** issued by the Financial Institution enforceable in any Banks in Bhutan.
 - a) The Bid security shall be valid up to 90 (Ninety) days.
 - b) The Bid Security is to be submitted as a part of the Bid in a separate sealed envelope and be submitted to Finance & Accounts Division or to our nearest Branch Office within the specified time in SBD timeline.
 - c) Any Bid not accompanied by bid security of adequate value and validity shall be rejected by the Purchaser and considered as non-responsive.

- 2.6.2. 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.

2.7. Purchaser’s Right to Accept Any Bid, and Reject any or All Bids

- 2.7.1. 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.
- 2.7.2. The purchaser also reserves the right to cancel the bidding process and reject all Bids at any time before the award of the Contract, without assigning any reason and thereby without incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for BT’s action/decision.
- 2.7.3. BT retains the right and authority to negotiate certain terms with the bidder before signing the Contract.

2.8. Quantity Variation

- 2.8.1. 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.

2.9. Award of Contract

- 2.9.1. The Purchaser shall award the Contract to the Bidder whose offer has been determined to be the lowest evaluated Bid with all the required specification. 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/Purchase Order shall constitute a binding Contract.

2.10. Delivery Schedule

- 2.10.1. The supplier should supply within 30 days from the issue of purchase order date failing which the supplier shall be liable for liquidated damages as specified detailed in [clause 2.12](#).
- 2.10.2. The sample should be submitted within one week after receiving mail from Procurement failing to do so will result in rejection of the bid.

2.11. Performance Security

- 2.11.1. The contractor 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 of Bhutan Telecom Ltd., 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.

2.12. Liquidated Damage

- 2.12.1. If the bidder fails to perform the related Supply/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 to a maximum of 10% of the contract/Purchase order value.

2.13. Payment Terms

- 2.13.1. The Hundred percent (100%) payment of Contract/purchase order shall be paid after the delivery of all the materials as per delivery terms and no part payment shall be entertained during the execution of the supply order.
- 2.13.2. 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.

2.14. Warranty Period

- 2.14.1. If any faulty goods are detected during delivery, the Supplier shall be obligated to either rectify the fault or replace the goods. The performance security may be utilized to cover the cost of any undelivered supplies or defective items that are not replaced or rectified.
- 2.14.2. 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.

2.15. Inspection and Testing

- 2.15.1. The Supplier shall conduct standard tests in presence of Bhutan Telecom representatives to conform to general technical standards.
- 2.15.2. Should any tested/ inspected equipment fail to conform to the requirement of Bhutan Telecom may reject them and the bidder shall resupply/redo/rectify without any cost to Bhutan Telecom.

2.16. Submission of Bid

- 2.16.1. The Bidder shall submit the bid online and Bidder shall submit Bid Submission Form using the Form in the Annexure I if so, required in the [clause 2.3](#) above: 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.
- 2.16.2. As such a bid in which the Bid Submission Form. Not duly filled, signed and sealed by the bidder shall be rejected.

2.17. Termination

- 2.17.1. The Purchaser may, by written notice, terminate the Purchase Order or Contract in whole or in part at any time for its convenience:
 - a) if the Supplier/contractor fails to perform any other terms and conditions specified with the Purchase Order/ Contract, or exceeds the maximum amount of Liquidated Damages; and
 - b) If the Supplier fails to perform any other obligation(s) under the Purchase Order / Contract, and if the contractor does not take any remedial action within a period of one month after receipt of a notice of default from the Purchaser specifying the nature of the default(s).

2.18. Force Majeure

- 2.18.1. Either party shall be excused from the performance or punctual performance of any of its obligations under this contract, and such obligations shall be extended for a period reasonable under circumstances, if the performance of this contract is prevented or delayed by any cause beyond the effected parties' reasonable control which, without in any way limiting the generality of the foregoing, shall include acts of God, riots, wars, earth quakes, storms, cyclone landfall, lightning, landslides, accidents, pandemic, embargo or requisition (acts of government), including non- availability of visas and permits for contractors' personnel, or delays in the performance of its subcontractors caused by any such circumstances.
- 2.18.2. Non-availability or withdrawal of any export/import licenses for the goods or any part thereof in this contract cannot be considered as force Majeure events.
- 2.18.3. Events caused due to animals and theft cannot be considered as force Majeure events.
- 2.18.4. In case of Force Majeure, the contractor shall promptly notify the employer in writing and furnish the employer with all relevant information thereto.
- 2.18.5. Should a cause of force majeure continue for more than two (2) month, either party shall then have the right to terminate this Contract.

2.19. Governing Law

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

2.20. Dispute Resolution

- 2.20.1. 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.

3. Technical Specification

3.1. General

- a. Please refer Material Description for quoting.
- b. Sample submission and selection shall be notified by Procurement for the same after tender opening.
- c. Duplicate shall be rejected during sample selection and during actual delivery.

S/N	Item Code	Item Name/ Cartridges /Tonner	UOM	Qty
1	CO00484	Cartridge for HP Color LaserJet Pro M452nw = (CF410A, CF411A, CF412A, CF413A)(4 nos in set)	SET	1
2	CO00414	Cartridge CF217A for laserjet PRO M102A	NOS	1
3	CO00576	HP 93A LaserJet Toner Cartridge for Printer Laserjet Pro M706n		1
4	CO00395	Cartridge CF280A for PRINTER -HP LaserJet Pro 400 M401dn		1
5	CO00396	HP laserjet Cartridge CE278A for Printer - HP LaserJet Pro P1606dn		1
6	CO00567	HP Laserjet Cartridge HP 110A Toner cartridge (W1112A) for Printer 108A		1
7	CO00572	Cartidge SP 230 Series for RICHO Printer -230 DNw		1
8	CO00492	HP Laserjet Cartidge for Printer CF 230A (30A)		1
9	CO00393	Brother Cartridge TN 2240 printer TN2260		1
10	CO00486	Plotter ink for printer HP DESIGNJET T920 (SET - 6nos)	SET	1
11	CO00568	Drum unit- TN 2365 for Brother Printer HL-L2320D/HL-L2321D	nos	1
12	CO00419	Cartridge for Printer HP LASERJET PRO M404D = HP 59A (CF259A)	nos	1

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13	CO00394	HP Laserjet Cartridge CC 388 X for Printer 1108	nos	1
14	CO00539	HP Color Laserjet for 150nw (117A) (set- 4 nos)	SET	1
15	CO00566	Drum for Printer LaserJet Pro M102a HP 19A Original LaserJet Imaging Drum	Nos	1
16	CO00415	Cartridge black HP 87X(F287X) for Printer HP laserjet 506DN / HP laserjet 501DN	Nos	1
17	CO00418	HP 89A (CF289A) BLACK ORIGINAL LASERJET TONER CARTRIDGE for Network Printer enterprise M507	Nos	1
18	CO00408	Cartridge for RICHOH Printer 325 (Cartridge SP311 series)	Nos	1
19	CO00569	Tonner - TN 2365 for Brother Printer HL-L2320D/HL-L2321D	Nos	1
20	CO00751	Cartridges - PG 208K for Printer-PANTUM P2210	Nos	1
21	CO00380	Tonner -TN114 for Konica Minolta -bizhub 185e	Nos	1
22	CO00364	HP Laserjet Cartridge N0. CB435 A for Printer P1005	Nos	1
23	CO00417	Cartridge CF 244A for Printer HP laserjet PRO M15	Nos	1
24	CO00377	Toner TN 116 for KONICA Minolta Bizhub 164e/ 165 E	Nos	1
25	CO00371	HP Laserjet Cartridge (CE505A P3005n) for network printer P2055dn	Nos	1
26	CO00577	Cartidges 77A Black / CF277A for Printer hp laserjet pro m305dn	Nos	1
27	CO00400	Toner TN 323 for Photocopier Minolta 287	Nos	1
28	CO00540	HP LASERJET CARTRIDGE 49A Q5949A for Printer 1320	Nos	1

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29	CO00416	Cartridge black HP 26X(CF226X) for laserjet printer HP LaserJet Pro M402dn Printer	Nos	1
30	CO00367	HP Laserjet Cartridge for Printer P2015 (Q7553A)	nos	1
31	CO00575	Laserjet Cartridges W1106A (06A) for Printer 107A	nos	1
32	CO00752	Toner Cartridge 925 for Network Printer CANON LBP 6030W	Nos	1
33	CO00483	HP Laserjet CP 1025 colour - HP laserjet 126A (CE 310A- Black/ CE 311A- Cyan/ CE 312A-Yellow/CE 313A-Magenta) in one set (4nos. in one set)	SET	1
34	CO00406	Cartridge for HP Laserjet CP5225 (HP CE740A/HP CE741A/HP CE742A/HP CE743A) (set- 4 nos)	SET	1
35	CO01138	Cartridge for Printer Laserjet Cyan 204A (CF511A, CF5110A, CF5112, CF5113A)	SET	1
36	CO01139	Cartidges for Printer Pantum P3302DN -TL-412 HK	Nos	1
37	CO01140	Laserjet Cartridges W1107A (07A) for Printer 107A	Nos	1
38	CO01141	Cartidges for Printer Pantum 7102 DN - TL-412K Toner Cartridge	Nos	1
39	CO01142	Cartidge for Printer - Light Duty Canon Image class LBP 6030-925 Toner Cartridge	Nos	1
40	CO01143	Cartiges for Printer HP Laserjet Pro M404 dn-HP 58A Black Toner Cartridge	Nos	1
41	CO01144	Cartiges for Printer Pantum P2518w- Toners PG208	Nos	1
42	CO01145	Canon Tonner T06 black	nos	1

4. Forms

Annexure-I Bid Submission Form

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[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.

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- (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]

Annexure II- Performance Security Form

[The bank, as requested by the successful Bidder, shall fill in this form in accordance with the instructions indicated] Date: [Insert date (as day, month, and year) of Bid submission]

IFB No. and title.....[Insert no. and title of bidding process]

Bank’s Branch or Office [Insert complete name of Guarantor]

Beneficiary:..... [Insert complete name of The Company]

PERFORMANCE GUARANTEE No...... [insert Performance Guarantee number]

We have been informed that [Insert complete name of Supplier] (Hereinafter called "the Supplier") has entered into Contract No [Insert number] dated [Insert day and month],..... [Insert year] with you, for the supply of [description of Goods and related Services] (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a Performance Guarantee is required.

At the request of the Supplier, we hereby irrevocably undertake to pay you any sum(s) not exceeding¹ [insert amount(s) in figures and words] upon receipt by us of your first demand in writing declaring the Supplier to be in default under the Contract, without cavil or argument, or you needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This Guarantee shall expire no later than the [Insert number] day of² [Insert month] [Insert year], and any demand for payment under it must be received by us at this office on or before that date. We agree to a one-time extension of this Guarantee for a period not to exceed [six months] [one year], in response to The company’s written request for such extension, such request to be presented tous before the expiry of the Guarantee.

[Signatures of authorized representatives of the bank and the Supplier]

Annexure III- Contract Forms

[The successful Bidder shall fill in this form in accordance with the instructions indicated]

THIS CONTRACT AGREEMENT made the*[Insert number]* day of *[insert month]*,
[insert year], BETWEEN

1. (1) *[insert complete name of Purchaser]*, a
.....*[insert description of type of legal entity, for example, an agency of the Ministry of
.... of the Government of Bhutan, or corporation incorporated under the laws of Bhutan]* and having its principal
place of business at *[insert address of Purchaser]* (hereinafter called “The company”), and

2. (2) *[Insert name of Supplier]*, a corporation incorporated under the laws
of.....*[Insert country of Supplier]* and having its principal place of business at
..... *[insert address of Supplier]* (Hereinafter called “the
Supplier”). WHEREAS The company invited Bids for certain Goods and ancillary services,
viz.,

.....*[insert brief description of Goods and Services]*
and has accepted a Bid by the Supplier for the supply of those Goods and Services in the sum
of

.....*[insert Contract Price in words and figures,
expressed in the Contract currency/ies]* (hereinafter called “the Contract Price”). NOW THIS
AGREEMENT WITNESSETH AS FOLLOWS:

In this Agreement words and expressions shall have the same meanings as are
respectively assigned to them in the Conditions of Contract referred to.

The following documents shall constitute the Contract between The company and
the Supplier, and each shall be read and construed as an integral part of the
Contract, viz.:

- (a) This Contract Agreement;
- (b) The Special Conditions of Contract;
- (c) The General Conditions of Contract;
- (d) Technical Requirements (including Schedule of Supply and Technical Specifications.)
- (e) The Supplier’s Bid and original Price Schedules;
- (f) The company’s Notification of Award of Contract;
- (g) The form of Performance Security;
- (h) The form of Bank Guarantee for Advance Payment;
- (i) *[Insert here any other document(s) forming part of the Contract]*

This Contract shall prevail over all other Contract documents. In the event of any
discrepancy or inconsistency within the Contract documents, then the

documents shall prevail in the order listed above.

In consideration of the payments to be made by The company to the Supplier as

3. Hereinafter mentioned, the Supplier hereby covenants with The Company to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. 5. The company hereby covenants to pay the Supplier in consideration of the provision of the Goods and Related Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

5. IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of Bhutan on the day, month and year indicated above.

6. For and on behalf of The company Signed: *[insert signature]*

7. In the capacity of *[insert title or other appropriate designation]* in the presence of*[insert signature]**[insert identification of official witness]*

8. For and on behalf of the Supplier Signed:*[insert signature of authorized representative(s) of the Supplier]*

9. In the capacity of *[insert title or other appropriate designation]* in the presence of*[insert signature]* *[insert identification of official witness]*