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DRUK HOLDING & INVESTMENTS LTD.

GROUP STANDARD BIDDING DOCUMENT

GOODS

Office Supplies and Stationaries

January 2023

Druk Holding and Investments Limited,
P.O Box 1127, New BOBL Building, Norzin Lam, Thimphu, Bhutan
Tele# +975-2-336257/58, Fax# +975-2336259
Website: www.dhi.bt

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NOTICE INVITING TENDER

NIQ No.: DHI/Procurement-07/2023/50

Jan 26, 2023

1. The Druk Holding and Investments Limited, (DHI) invites e-Bid from eligible firms (hereafter referred to as the “bidder” / “Consultant”) with valid trade license for: Office Supplies and Stationary.
2. DHI would like to inform the interested firms to kindly visit the website www.tender.bt for vendor registration and to submit the proposal online.
3. The user manual for vendor registration and bidding process is available on the website www.tender.bt or else can be downloaded from following links:
 - User manual for vendor registration
 - User manual for Bidding process
4. Proposals shall be opened in the presence of Bidder’s representatives who choose to attend as per the information given in T&C .
5. All Bids must be accompanied by Bid security for an amount of Nu. 10,000.00 [Ngultrum Ten Thousand] and shall remain valid for 3 months from the date of the opening of the bids.
6. DHI reserves the right to accept or reject any Proposal partly or fully or cancel the bidding process without assigning any reasons thereof and in such case no Consultant/ intending Consultant shall have any claim arising out of such action of the company.

7. SBD Timeline

NIT No	:	DHI/PROC-07/2023/50
Bid Submission date & time	:	24 th Feb 2023 (12:30 pm)
Opening date & time	:	24 th Feb 2023 (2:30 pm)
RfP shall be available at	:	www.tender.bt

Terms and Conditions

1. Scope of Supply

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

2. Clarification to the bidding document

- 2.1. Further information can be obtained in writing from address below during office hours [9am to 5pm] no later than 10th February 2023.

Tenzin Tsheltrim
Email: tenzintsheltrim@dhi.bt
Manager, Procurement
Druk Holding and Investments Ltd., (DHI)
New BOBL Building, Norzin Lam, Thimphu
Tel: [+975-2-336257/8], Fax: [+975-2-336259]

3. Documents comprising bid

- 3.1. The bid must be accompanied by the following document:
 - i. Bid Security
 - ii. Bid Proposal Form
 - iii. Price Schedule
 - iv. Any other relevant documents

4. Bid Price

- 4.1. All prices shall be quoted in Ngultrum (Nu). The quoted price shall be **DDP including taxes, duties and other levies to the final place of delivery**, if required.
- 4.2. The final place of delivery is as per DHI office.
- 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.10,000 in the form of Bank Deposit/Bank

Transfer/Cash Warrant/ Unconditional Bank Guarantee/ Banker Cheque/ Demand draft in in favor of The Associate Director, CSD, Druk Holding and Investments Limited, Thimphu in and separate envelope marked as “Bid Security” Issued by the Financial Institution enforceable in any Banks in Bhutan. In case if the bidder opts for Bank Deposit/Bank Transfer) the bid security of Nu. 10,000/- shall be deposited/transferred to the DHI’s BOBL account no: 100893691, and submit the transaction details along with other documents during bid submission.

- a) The Bid security shall be valid up to 31st May 2023.
- b) The Bid Security is to be submitted as a part of the Bid
- 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. Submission of Bids

7.1. The price bid in the form attached may be submitted electronically on Tender.bt (www.tender.bt.)

8. Submission deadline

8.1. The deadline for receipt of your bid(s) by the Purchaser at the indicated 24th February 2023 (12:30 pm) Bids in hard copy shall not be accepted.

9. Bid Opening

9.1. The bid(s) will be opened in the presence of bidders or their representatives who choose to attend at 24th February 2023 (2:30 pm) at DHI Conference Hall. 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. Evaluation shall be carried out on item wise quoted price. 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. Validity of the offers
- 14.1. The quotation(s) shall be valid for a period of 12 months from the award of the contract. However, the period of validity may be extended on mutual agreement.
15. Delivery Schedule
- 15.1. The supply of the Goods and related service shall be completed within 1 working day from the date of issue of the Purchase Order, or the signing of the contract [if applicable].
16. Performance Security
- 16.1. The Successful Suppliers shall be required to furnish a lumpsum Performance Security of Nu.10,000 in the form of bank transfer (Mbob, Mpay, TPay...), cash warrant, demand draft or unconditional Bank Guarantee in the name Associate Director, CSD 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 contract period and will be returned after the end of contract 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 0.3% per day for each day of delay to a maximum of 10% of the quoted price.
18. Payment Terms
- 18.1. 100% shall be released on the delivery of goods in a serviceable condition at site and on submission of

bills.

- 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 3 months 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. 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.
- 20.2. A bid in which the Bid Submission Form not duly filled, signed and sealed by the bidder 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 **10 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.

24. Rejection of Materials:

In the event of materials being considered inferior and rejected by the purchaser, the supplier shall replace the same with appropriate quality at their own cost, including to and fro freight and transit insurance charges and all other incidental charges up to Consignee destination within 15 days from the date of intimation of rejection of materials.

25. Inspection & Test:

At its own expense and at no cost to the purchaser, the supplier shall carry out delivery of materials within Thimphu. The purchaser may reject any materials or any part thereof that fail to conform to the required specifications. The supplier shall either rectify or replace such rejected materials or part thereof or make alternatives necessary to meet the specifications at no cost to the purchaser.

26. Packing & Forwarding:

The firm shall provide suitable packing for the materials to prevent their damage or deterioration during transit to their final destination. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation and open storage.

27. Replacement/Repair:

If any damages were found in the course of the shipment/transportation, DHI shall intimate the supplier for replacement. The supplier shall replace the damaged item within **5 days** from the date of intimation.

Annexure- I

Bid Submission Form

Date :

To,
Associate Director,
Corporate Service Division
Druk Holding and Investments Limited
DHI, Thimphu.

Subject: Bid Submission

I/We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents.
- (b) If our Bid is accepted, we commit to provide a Performance Security in accordance with the bidding document for the due performance of the Contract;
- (c) We have no conflict of interest;
- (d) 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.
- (e) 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.
- (f) We understand that you are not bound to accept the lowest evaluated Bid or any other Bid that you may receive.
- (g) We accept the Vendor Performance Management System.

Yours Faithfully,

Signature _____

Full Name _____

Designation _____

Address _____

(Authorized Representative)

Annexure – II

Price Quotation Form

1. STATIONERY ITEMS

Sl. No	Item description	Unit	Rate/Unit
1	Arch file	no	
2	Attendance Register	no	
3	Battery (AA)	no	
4	Battery (AAA)	no	
5	Bhutanese paper Sheet Desho	sheet	
6	Binder clip (15mm)	Pkt	
7	Binder clip (19mm)	Pkt	
8	Binder Clip (32mm)	pkt	
9	Binding tape (big)	roll	
10	Binding tape (Medium)	roll	
11	Binding transparent sheet	Pkt	
12	Board marker pens	no	
13	Calculator Orpat	no	
14	Calculator (scientific)	no	
15	Cello tape (big)	roll	
16	Cello tape (medium)	roll	
17	Cello tape (small)	roll	
18	Chart paper	no	
19	Colin spray	no	
20	Color photocopying paper A4	ream	
21	Computer Paper A4		
22	Computer paper A3	ream	
23	Desho A4 envelopes	no	
24	Dust bin	no	
25	Dust bin with lit	no	
26	Dust Collector	no	
27	Duster cloth	no	
28	DVD R	no	
29	DVD-RW	no	
30	Envelope - file size	no	

31	Envelope (24X11cm)	no	
32	Envelope (28X13cm)	no	
33	Envelope (A4 size)	no	
34	Eraser	no	
35	Executive put up file	no	
36	File divider	pkt	
37	Flip chart	roll	
38	Glue 700ml	no	
39	Glue stick	no	
40	Hand towel	no	
41	Hard binding cover	no	
42	Lysol/Harpic	no	
43	High lighter pens	no	
44	Liquid handwash	no	
45	Marker pen	no	
46	Marking cloth	no	
47	Masking tape	roll	
48	Multi Paper tray	no	
49	National ribbon (1 inch)	roll	
50	National ribbon (1.5 inches)	roll	
51	Nepth ball	pkt	
52	Note pads - executive (Big)	no	
53	Note pads - executive (medium)	no	
54	Note pads - executive (small)	no	
55	Pad locks	no	
56	Paper clips (large)	pkt	
57	Paper clips (small)	Pkt	
58	Paper cutter knife	no	
59	Pencil	no	
60	Pencil sharpener	no	
61	Pens - pilot (V.5)	no	
62	Pens - pilot (V.7) Signature Pen	no	
63	Pens (Mitsubishi)	no	
64	Pens-cello gripper	no	
65	Pens- Signature Pen Baoke	no	
66	Permanent sketch pen	no	

67	Phenol	no	
68	Photo glossy paper	Pkt	
69	Photocopying paper A4 (Xerox 75GSM)	ream	
70	Plastic files (open type)	no	
71	Plastic files (pocket type)	no	
72	Plastic files with strips	no	
73	Post it pads (big)	pkt	
74	Post it pads (small)	pkt	
75	Post it pads (multi color)	pkt	
76	post-it flags (multi colour)	pkt	
77	Punching machine	no	
78	Register	no	
79	Ring folder file	no	
80	Ruler	no	
81	Scissors	no	
82	Stapler machine (10)	no	
83	Stapler machine (24/6)	no	
84	Stapler pins - 24/6	Pkt	
85	Stapler pins - heavy duty	pkt	
86	Stapler pins (10)	Pkt	
87	Toilet paper	roll	
88	Tissue box	no	
89	White board duster	no	
90	White board	no	

1. IT ACCESSORIES

Sl. No	Item description	Unit	Rate/Unit
1	USB flash drive (8GB).	No	
2	USB flash drive (16 GB)	No	
3	Seagate External Hard Drive (500GB)	No	
4	Seagate External Hard Drive (1 TB)	No	
5	Seagate External Hard Drive (2 TB)	No	
6	Seagate External Hard Drive (4 TB)	No	

7	Seagate External Hard Drive (6 TB)	No	
8	Seagate External Hard Drive (8 TB)	No	
9	Power Point Laser Pointer	No	

2. ELECTRICAL ITEMS

Sl. No	ITEM DESCRIPTION	UNIT	Rate
1	3 pin top plug	No	
2	4 way socket	No	
3	6 way Socket	No	
4	Multi plug	No	
5	Extension Cord Round	No	

1. TONER CARTRIDGES

Sl. No	Item description	Unit	Unit	Rate/Unit
1	Samsung SCX-8128	W709	NO	
2	Drum cartridge for Xerox 6700 printer	-	NO	
3	Laser Jet Pro 425dw	203A (B/C/M/Y)	SET	
4	Drum Cartridge for Workstation 5330	-	NO	
5	HP LaserJet 2055dn Printer	CE505A	NO	
6	Laser jet Pro M203dw	30A	NO	
7	Laser Jet Pro M402dn	H-CF226A	NO	
8	Laser Jet Pro MFP M427DW	CF228A	NO	
9	HP Laser Jet 400M401dn Printer	HP 80A	NO	
10	HP laser Jet P1108 Printer/M226dw /M202dw	HP 88A	NO	
11	Xerox Phaser 6700 Printer	6700 (B/C/M/Y)	SET	
12	Xerox workstation 5330	5330/5335	NO	

Annexure - III Contract Forms

Form. 1: Letter of Award of Contract

(On DHI letter Head)

Date

To: (name and address of the contractor)

This is to notify that your Bid dated (insert date) for supply of Office Supply has been accepted by DHI.

You are hereby instructed to:

- a) Confirm your acceptance of this Letter of Award by signing and dating both copies of it, and returning one copy to us no later than 15 days from the date hereof;
- b) Proceed with the execution of the supplies in accordance with the contract;
- c) Report to DHI to sign contract within 15 days of the date hereof; and
- d) Forward the performance security pursuant to ITB within 15 days after receipt of this Letter of Award.

Authorized Signature

Name and Title:

Name of Agency:

Form 2 Contract Agreement

[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) *Druk Holding and Investments* (hereinafter called “the Purchaser”), and
- (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 Purchaser 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:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall constitute the Contract between the Purchaser and the Supplier, and each shall be read and construed as an integral part of the Contract, viz.:
 - (a) This Contract Agreement;
 - (b) The Terms and Condition of the Contract;
 - (c) The Supplier’s Bid and original Price Schedules;
 - (d) The Purchaser’s Notification of Award of Contract;
 - (e) The form of Performance Security;
 - (f) The form of Bank Guarantee for Advance Payment;
 - (i) *[insert here any other document(s) forming part of the Contract]*
3. 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.
4. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
5. The Purchaser 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.

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.

For and on behalf of the Purchaser

Signed: *[insert signature]*

in the capacity of *[insert title or other appropriate designation]*

in the presence of *[insert signature]*

[insert identification of official witness]

For and on behalf of the Supplier

Signed: *[insert signature of authorized representative(s) of the Supplier]*

in the capacity of *[insert title or other appropriate designation]*

in the presence of *[insert signature]*

[insert identification of official witness]

Form 3 Performance Security

[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 Purchaser]*

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 exceeding *[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 of *[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 Purchaser's written request for such extension, such request to be presented to us before the expiry of the Guarantee.

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