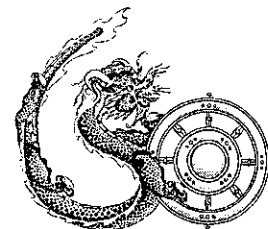




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DZONGKHA DEVELOPMENT COMMISSION
ROYAL GOVERNMENT OF BHUTAN



Letter No. DDC/AFS/12/2017-18/ 674

Date: 12/06/2018

M/S.....
.....
.....

Subject: Invitation of Annual Bids.

You are requested to submit your rates for the supply of general **office stationeries, electrical items/ equipments, computer-related items, catering, vehicle maintenance and parts, tyre and tube** to the Dzongkha Development Commission (DDC) as per the specifications/particulars enclosed and subject to the terms and conditions specified hereunder:

Instructions for Bidders

This bid document is with reference to the tender announcement made through the media on 12th June 2018, by the Dzongkha Development Commission (DDC). All the interested bidders are requested to carefully study the following instructions, terms and conditions before submitting their bids:

1. Eligibility for Bidding

1.1 This bidding invitation is open to suppliers holding relevant license issued by the Ministry of Economics Affairs, Royal Government of Bhutan.

2. Clarification of Bidding Documents

2.1 A prospective bidder requiring any clarification on any clauses pertaining to this bid document may contact the concerned authorities of AFD, DDC, in writing at least twenty days prior to the deadline for submission of the tender.

3. Bid Prices

3.1 The bidder shall complete the appropriate Price Schedules including herein, stating the unit price for each item. In case, the price quoted is for a set of items, the accessories or parts comprising the set should be clearly mentioned.

3.2 The rates should be inclusive of all taxes including transportation, etc and CIF to DDC, Thimphu.

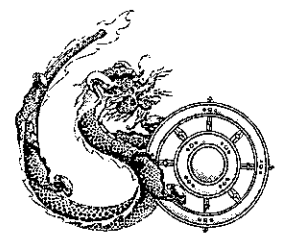
4. Bidders Qualification for Participation in the Bid

4.1 The bidder is required to submit a photocopy of the Dealership Certificate from the manufacturer or an authorized whole-seller of the brand of office equipment/ computer intended to be supplied by the bidder, if any. The certificate shall be worth considering as the evidence that the bidder is a duly authorized dealer of the brand for supply in Bhutan.



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4.2 The bidder shall submit relevant literature/ brochures that highlight the technical and performance characteristics of the Goods and Services to be supplied and provided in conformity to its tender documents.

4.3 The bidder is also required to specify the schedule of the supply, delivery and installation.

5. Bid Security

5.1 The bidder shall furnish a bank draft/ demand draft/ cash warrant amounting to Nu 5000 whichever is applicable, as security deposit, in favour of the Secretary, DDC, Thimphu, along with the bid shall be considered as incomplete and shall not be accepted.

5.2 The bid security may be forfeited:

- I. If the bidder withdraws its bid before the expiry of the validity of the bid,
- II. If the bidder does not accept the openly agreed correction of its bid price, and

6. Bid Validity

6.1 Bids shall remain valid for a period of 30 days from the date of opening of the bid.

7. Formats and Signing of Bid

7.1 The bidder shall furnish **one original Bid document** and one copy of the bid.

7.2 The bid shall be typed or written in indelible ink and it shall contain all the required information sought by this instruction and as well as any other information that the bidder may find essential to support the bid.

7.3 The bid shall be signed by a person duly authorized to sign on behalf of the bidder.

8 Sealing and Marking of Bids

8.1 The bidder shall seal the original as well as the bid in two different envelopes duly marked a 'ORIGINAL' and 'COPY' respectively.

8.2 Both the envelopes should be put together in one jacket or envelop which shall also be properly sealed.

8.3 The bid should be addressed to:

Head,
Administration & Finance Services
Dzongkha Development Commission,
PO Box 122,
Thimphu, Bhutan

8.4 The outer envelope of the bid must bear the following on top of it:

"Bids for office annual quotation DO NOT OPEN BEFORE July 7th 2018, 3:00 pm.

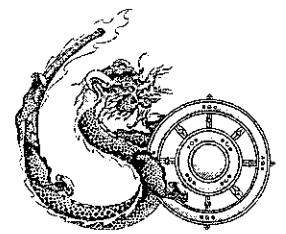
8.5 If the outer envelope is either not sealed or marked as above, the DDC shall consider it as a non-responsive bid and shall be excluded from opening of the bids.

9 Deadline for Submission of Bids



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9.1 Bids must be received by the DDC at the address specified above no later than 12 noon on July 7th 2018. The bids shall be opened on the same day at 3.00 p.m.

10 Preliminary Examination of bids and Determination of Responsiveness

10.1 Prior to the detailed evaluation of bids, the DDC shall determine whether each bid:

1. meets the eligibility criteria,
2. has been properly signed,
3. is accompanied by the required securities,
4. is substantially responsive to the requirements of the bidding documents, and
5. Provides any clarification and/or substantiation that the DDC may require pursuant to clause 7.2 above.

10.2 A responsive bid is one, which conforms to the terms, conditions and specifications of the Bidding documents, without material deviation or reservation.

11. Evaluation and Comparison

11.1 The DDC shall evaluate and compare only the bids determined to be substantially responsive in accordance with Clause 10.

11.2 The evaluation of a bid shall take into account, in addition to the bid price, the following factors, in the manner and to the extent indicated in the relevant clauses of this document.

- I. Goods offered shall have minimum functional guarantee as prescribed in the technical specs, and preference may be given to more guarantee period.
- II. The DDC shall evaluate and compare bids on the basis of a bid package of similar items or a combination of bid packages of different items or as a total of all bid packages in a manner most advantageous to the DDC.

12. The DDC's Right to accept or reject a bid

12.1 The evaluation of the bids shall be based on factors such as Price, potential in providing back up Services, establishment of the bidders, and performance record of the bidders and the popular brand of the items. The DDC reserves the right to accept or reject any or all bids prior to award of contract and shall incur no liabilities toward any of the affected bidder.

13. Confirmation Notification

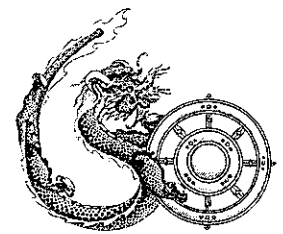
13.1 The DDC shall confirm and notify the successful bidder about the acceptance of its bid in writing which shall be delivered by fax or registered post before the expiry of the bid validity prescribed by the DDC and immediately thereafter it shall notify the other bidders that their bids have been unsuccessful.

14. Performance Security



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DZONGKHA DEVELOPMENT COMMISSION
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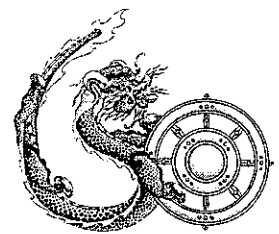


- 14.1 The successful bidder shall be asked to deposit a lump sum Performance Security by the conformation notification as in clause 13.
- 14.2 The performance Security shall be submitted by the successful bidder to the DDC within twenty one (21) days from the date of the conformation notification in any of the following forms.
1. A bank guarantee issued by a bank acceptable to the DDC, and
 2. A bank's certified cheque, cash warrant, or demand draft satisfactory to the DDC.
- 14.3 The proceeds of the performance security shall be payable to the DDC as compensation for any loss resulting from the supplier's failure to complete the supplies within the stipulated time frame.
- 14.4 The performance security will be discharged/ returned by the DDC not later than thirty (30) days following the date of completion of the supplier's commitment under the signed agreement.
- 15. Inspection and Tests**
- 15.1 The DDC or its authorized representative(s) shall have the right to inspect and/ or to test the Goods to conform their conformity to the specifications. The special conditions of contract and/ or the specifications shall specify what inspections and tests the DDC requires and where they are to be conducted. The DDC shall notify the suppliers in writing of the identity of any representative(s) retained for these purposes.
- 15.2 The inspection and tests shall be conducted on the premises of the DDC which is the final destination of the supplies. The supplier has the obligation to provide all reasonable facilities and assistance, including access to drawings and production date to facilitate proper inspection at no chance to the DDC.
- 15.3 Should any inspected or tested supply fails to conform to the specifications, the DDC may reject them, and the supplier shall either replace the rejected Goods or make all alterations necessary to meet the requirements of the specifications with no additional costs.
- 15.4 Nothing in this Clause shall in any ways release the supplier from any Warrant or other obligations under the contract.
- 16. Delivery of Supplies**
- 16.1 Delivery of the supplies be made by the supplier within 30 days from the receipt of the supply order and delivered to the DD, Thimphu.
- 17. Warrant**
- 17.1 The Suppliers warrants to the DDC that the Goods supplied under the Contract will comply strictly with the above agreement and shall be free from defects.



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DZONGKHA DEVELOPMENT COMMISSION
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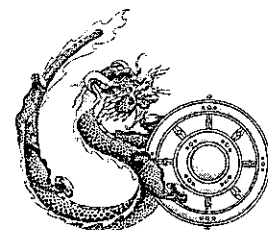


- 17.2 The supplier further warrant to the DDC that all materials, equipment and supplies furnished by the supplier for the purpose of the Goods will be new, merchantable of the most suitable grade, and fit for their intended purposes.
- 17.3 The supplier shall provide for every package of items for a period allowed by the manufacturers within which the supplier shall promptly repair or replace the defective Goods or parts thereof, without additional cost to the DDC.
- 17.4 If the suppliers, having notified, fails to replace/ remedy the defect(s) in accordance with the supply agreement, the DDC may proceed to take such remedial action as may be necessary, at the supplier's expense.
- 18. Prices**
- 18.1 Price charged by the supplier for Goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in its bid.
- 19. Extension in the Supplier's Performance**
- 19.1 Delivery of the Goods shall be made by the supplier in accordance with the contract Execution schedule, pursuant to the supplier in its bid.
- 19.2 The supplier may claim extension of the time limits as set forth in the supply schedule in case of:
1. Arising of unforeseen circumstances/ situation beyond the control of the supplier with substantive evidence; and
 2. Delay in making the supply causes by orders issued by the DDC.
- 19.3 The supplier shall demonstrate to the DDC's satisfaction that it has used its best Endeavors to avoid or overcome such causes for delay, and the parties will mutually agree upon remedies to mitigate or overcome such causes for delay.
- 19.4 Beside clause 19.3, the supplier shall not be entitled to any extension of time for completing the supply.
- 20. Liquidation of Damages**
- 20.1 If the supplier fails to deliver any of the supplies or to perform the services within the period specified in the supply order, one percent of the delayed supply item per week shall be levied as penalty for the delay, and to a maximum of ten percent of the contract price shall be levied. Once the maximum is reached, the DDC may consider termination of the supply order.
- 21. Application of Law**
- 21.1 The contract shall be governed by and interpreted in accordance with the laws of the Kingdom of Bhutan.
- 22. Taxes and Duties**
- 22.1 The supplier shall be entirely responsible for all taxes, stamp duties and other such levies imposed within and outside Bhutan.



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23. Other Conditions

23.1 If there is any reference to brand names or catalogues number, designed in the specification they are simply intended to be descriptive and not restrictive. Bidder may substitute other satisfactory substitution equivalent or superior to other designated.

23.2 Bidder should specify the brand name in each individual quoted item. Wherever necessary, bidders will be asked to furnish a sample.

23.3 The terms and condition not covered by this document will be governed by the procurement and other financial manuals of the RGoB, MoF, for procurements, bidding and hiring.

23.4 For the food catering purposes only, the hoteliers must have meeting hall and parking spaces. Physical inspection will be made as part of bid evaluation.

23.5 For the vehicle maintenance and parts suppliers only, preference will be given for those Workshops/Garages who supplies list of their trained staff with copy of relevant training certificates from institutes or agencies recognized by RCSC or MoLHR.

24. Check list

The following are the few necessary clauses to be complied and observed for the bidders to be Responsive:

1. Attach trade license with tax clearance certificate validity.
2. Complete bid form with legal stamp attached,
3. Price written by indelible ink,
4. Quote the list as per our list,
5. Properly sealed envelope with wax,
6. Bid validity of 60 days,
7. EMD amounting to Nu. 5000, whichever is applicable.


Head,
Administration & Finance Services

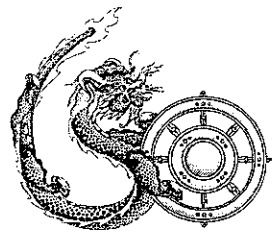
Copy:

1. All Tender committee members DDC, kind information.
2. Sr. Store keeper DDC, for action.
3. Accountant DDC, kind information.
4. Office copy.



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BID FORM

1. Having examined the Conditions of Bid and the Specifications of office equipments or others attached with the Bid Document dated July 7th 2018. We, the undersigned, offer to make supply the same and complete the installation works as per the Terms and Conditions laid down in the Bid Document. We shall also take full charge to replace or remedy any defects mentioned therein in conformity with the Terms and Conditions.
2. We acknowledge that the Bid Date forms part of our Bid.
3. We undertake, if our rate is accepted, to supply the goods as soon as is reasonably possible after the receipt of the DDC's notice to commence, and to complete the whole of the supply comprised in the Terms and Condition within the time.
4. We agree to abide by this Bid for the period of one year from the date fixed for the same, and it shall remain binding upon us and may be accepted at any time before the expiry of the period.
5. Unless and until a formal Agreement is prepared and executed, this bid together with your written acceptance thereof shall constitute a binding contract between us.
6. We under signed that you are not bound to accept the lowest or any tender you may receive.

Dated _____ month of _____ 2018

Signature _____ in the capacity of _____ duly

Authorized to sign bid for and in behalf of _____

(In block capitals or typed)

Address _____

Witness _____

Address _____

Occupation _____

*Affix legal
stamp*