**Bidding Documents for the**

**Supply of Office Stationeries**

 **For the Year 2023**

 **Procuring Agency**

 

 **Bhutan Duty Free Limited**

 **TERMS & CONDITIONS**

Bhutan Duty Free Limited invites annual rates through sealed quotations from the eligible firms with valid trade license for the supply of **Office Stationeries** specified in ***Annexure* I** for the year **2023** subject to the following terms andconditions:

#  1. Submission of Bids

**1.1** Sealed tenders containing the bids shall be marked as Tender for the supply of “**Office Stationeries”** and submitted to the following address:

#  GENERAL MANAGER,

#  BHUTAN DUTY FREE LIMITED (HO)

 **Thori Lam, Shambala Apartment, Opposite to DGPC.**

 **THIMPHU.**

**1.2** Sealed bids shall be submitted **on or before 2nd March, 2023 within 12:00 AM**. Tenders will be opened at **2:30 PM** on the same day in the office of Bhutan Duty Free Limited (HO).

#  2. Bid Security

2.1 All tenders should be accompanied by a lump sum bid security of **Nu. 5,000/-** only in the form of Cash Warrant/Demand Draft/an irrevocable Bank Guarantee issued by any branch of scheduled banks in Bhutan.

2.2 The Bid Security shall be in favor, **Bhutan Duty Free Ltd**. Thimphu Bhutan. Bid Security must be issued by any scheduled Bank in Bhutan and valid for **30 days** from the date of opening of the bid.

#  3 Return of the Bid Security

3.1 Bid Security of bidders whose bids have been declared “Nonresponsive” shall be returned after such declaration.

3.2 Bid Security of "Responsive" but unsuccessful bidders will be returned after submission of Performance Security by the "successful bidder".

3.3 Bid Security of "successful bidder" will be returned after submission of Performance Security.

#  4 Forfeiture of Bid Security

4.1 If a Bidder withdraws its bid during the period of bid validity his Bid Security shall be forfeited.

4.2 If the "Successful Bidder", to whom the Notification of Award is issued, refuses or neglects or fails to furnish required Performance Security, his Bid Security shall be forfeited.

#  5 Late Bids

Any bid received after the prescribed deadline for submission of bids shall be returned unopened to the Bidder.

#  6 Taxes and Duties

The bidder shall be entirely responsible for all taxes, duties and other such levies imposed.

#  7 Performance Security

**7.1** Upon receipt of Notification of Award (NA), the successful Bidder shall furnish a “Performance Security” to the purchaser **within two weeks** from the date of issuance of NA.

**7.2** The amount of such “Performance Security” shall be lump sum of **Nu. 10,000.00** (ten thousand) and should be valid for **one year** from the date of issuance of NA.

**7.3** The “Performance Security” shall be denominated in the currencies of thecontract and shall be in the form of Cash Warrant/Demand Draft/an irrevocable Bank Guarantee, issued by any branch of scheduled banks in Bhutan.

**7.4** The “Performance Security” shall be utilized to compensation the purchaser for any failure of the Bidder to complete his obligations stipulated in the tender including the payment for differential cost of goods purchased from others due to failure of the successful bidder to supply the goods.

**7.5** If the supplier fails to deposit “performance Security” within one weeks from thedate of issuance of NA, the order shall be treated as cancelled, bid security forfeited and the supply awarded to the 2nd Lowest Bidder.

**7.6** The “Performance Security” shall be discharged with or without deductions (asapplicable) to the supplier upon completion of performance obligations as described in the contract terms.

#  8 Payment Terms & Supply of Goods

8.1 Payment shall be released within 10 working days from the date of delivery of the goods for each purchase order.

8.2 The supply of the goods should be completed within 7 days from the date of issue of the Purchase Order.

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# 9 Liquidated Damages

9.1 Supply of all items shall be completed within **10 days** from the date of issue of purchase order failing of which liquidated damages of 0.1% of the purchase order value for every day’s delay will be levied subject to a maximum of 10% of the value of each purchase order. Purchase order shall be treated cancelled thereafter and the purchase will be awarded to the next *lowest bidder. In case of such event, the clause no.11 shall come into* force/effect.

9.2 Any goods found defective 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 and adjust with the performance security deposit.

#  10 Prices and award of bid

10.1 Price quoted by the bidder shall be CIF Bhutan Duty Free Limited (HO) in Thimphu.

10.2 All prices quoted shall be on a per unit basis and valid till **31st December 2023**.

10.3 **The bid shall be evaluated on an item wise basis and the supply of goods shall be awarded to a firm, whose bid is evaluated as lowest for that item.**

#  11 Purchaser’s Right

**11.1** Bhutan Duty Free Limited reserves the right to reject all or in part, the item suppliedby the successful bidders during physical verification/technical testing if it believes that the goods supplied are non-standard/nonspecific and unreliable in terms of quality.

**11.2** Bhutan Duty Free Limited reserves the right to accept or reject any bid or annul thebidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected

Bidders of the grounds for the purchaser’s action.

**11.3** Bhutan Duty Free Limited reserves the right at the time of the contract to increase ordecrease the quantity of item tendered, without any change in price or other terms and conditions.

**11.4** If the selected bidder fails to supply goods, BhutanDuty Free Limited shall cancel the order for the quantity not supplied and place the order to the next bidder in succession. However, Bhutan Duty Free Limited shall recover, the difference between the contracted rates and the actual price paid to the next bidder for the quantity not supplied by the successful bidder.

#  12 Sample of goods and technical specification

If submission of samples is not practical, brand and technical specification of goods quoted should be mentioned in BoQ.

1. **Documents to be submitted with the bid.**

* 1. Bidders shall submit the duly filled and completed Integrity Pact along with the bidding document. Bid shall be considered incomplete if the Integrity pact is not submitted with the bidding documents.

* 1. Bidders shall submit a copy of *valid trade license* and *Valid Tax clearance certificate* with the bid.

* 1. Bid Security of the amount and in a form specified in the tender document

* 1. The brand/catalogues & detailed specification of the items offered shall beenclosed with the bids. Specify the make/ type in the bidding form, wherever applicable.

* 1. A bid shall be rejected, if documents indicated under 13.1 to 13.4 are not submitted.

#  14 Technical Support and Queries

For further details and queries, please contact @ 02 330920 during office hours

**INTEGRITY PACT**

1. **General:**

Whereas *(Ugyen Thinley, General Manager)* representing the (*Bhutan Duty Free Limited*), hereinafter referred to as the **“Employer”** on one part, and *(Name of bidder or his/her authorized representative, with power of attorney…………………………………………………………………………………………………...)* representing M/s. (*Name of firm…………………………………………………………….*), hereinafter referred to as the **“Bidder”** on the other part hereby execute this agreement as follows:

This agreement shall be a part of the standard bidding document, which shall be signed by both the parties at the time of purchase of bidding documents and submitted along with the tender document. This IP is applicable only to “**large**” scale works, goods and services, the threshold of which will be announced by the government from time to time. The signing of the IP shall not apply to framework contracting such as annual office supplies etc.

1. **Objectives:**

Whereas, the Employer and the Bidder agree to enter into this agreement, hereinafter referred to as IP, to avoid all forms of corruption or deceptive practice by following a system that is fair, transparent and free from any influence/unprejudiced dealings in the **bidding process**15 and **contract administration**16, with a view to:

* 1. Enabling the Employer to obtain the desired contract at a reasonable and competitive price in conformity to the defined specifications of the works or goods or services; and
	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.
1. **Scope:**

The validity of this IP shall cover the bidding process and contract administration period.

1. **Commitments of the Employer:**

The Employer Commits itself to the following: -

* 1. The Employer hereby undertakes that no officials 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, favour 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 and contract administration.
	2. The Employer further confirms that its officials shall not favour any prospective bidder in any form that could afford an undue advantage to that particular bidder in the bidding process and contract administration and will treat all Bidders alike.
1. Bidding process, for the purpose of this IP, shall mean the procedures covering tendering process starting from bid preparation,

bid submission, bid processing, and bid evaluation.

1. Contract administration, for the purpose of this IP, shall mean contract award, contract implementation, un-authorized sub- contracting and contract handing/taking over.
	1. Officials of the Employer, who may have observed or noticed or have reasonable suspicion shall report to the head of the employing agency or an appropriate government office any violation or attempted violation of clauses 4.1 and 4.2.
	2. Following report on violation of clauses 4.1 and 4.2 by official (s), through any source, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings shall be initiated by the Employer and such a person shall be debarred from further dealings related to the bidding process and contract administration.
2. **Commitments of Bidders**

The Bidder commits himself/herself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of the bidding process and contract administration in order to secure the contract or in furtherance to secure it and in particular commits himself/herself to the following: -

* 1. The Bidder shall not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, 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 and contract administration, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding process and contract administration.
	2. The Bidder shall not collude with other parties interested in the contract to manipulate in whatsoever form or manner, the bidding process and contract administration.
	3. If the bidder(s) have observed or noticed or have reasonable suspicion that the provisions of the IP have been violated by the procuring agency or other bidders, the bidder shall report such violations to the head of the procuring agency.
1. **Sanctions for Violation:**

The breach of any of the aforesaid provisions shall result in administrative charges or penal

Actions as per the relevant rules and laws.

* 1. The breach of the IP or commission of any offence (forgery, providing false information, miss-representation, providing false/fake documents, bid rigging, bid steering or coercion) by the Bidder, or any one employed by him, or acting on his/her behalf (whether with or without the knowledge of the Bidder), shall be dealt with as per the terms and conditions of the contract and other provisions of the relevant laws, including De-Parment Rules.
	2. The breach of the IP or commission of any offence by the officials of the procuring agency shall be dealt with as per the rules and laws of the land in vogue.
1. **Monitoring and Administration:**
	1. The respective procuring agency shall be responsible for administration and monitoring of

The IP as per the relevant laws.

* 1. The bidder shall have the right to appeal as per the arbitration mechanism contained in the

Relevant rules.

We, hereby declare that we have read and understood the clauses of this agreement and shall abide by it.

The parties hereby sign this Integrity Pact at *(place)* on *(date)*

Affix Legal Stamp

Affix Legal Stamp

EMPLOYER BIDDER/REPRESENTATIVE

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Witness: Witness:

Name: Name:

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| ***SL***  | ***ITEMS***  | ***UNIT***  | ***Rate (Nu)*** |
|   | **FILES**  |   |   |
| 1 | Ambassador Executive File  | per pc  |   |
| 2 | Arch File Choice  | per pc  |   |
| 3 | Arch File Supreme Original  | per pc  |   |
| 4 | D-Ring File Hard Cover | per pc  |   |
| 5 | Flat File  | per pc  |   |
| 6 | Four Folder File Supreme  | per pc  |   |
| 7 | Plastic Folder File  | per pc  |   |
| 8 | Ring Binder Megha | per pc  |   |
|   | **PRINTER TONER (ORIGINAL)**  |   |   |
| 9 | Cartridge 94A | per toner  |   |
| 10 | Canon CL-745s Black FINE Cartridge | per toner  |   |
| 11 | Canon CL-746s Color FINE Cartridge | per toner  |   |
| 12 | Epson BK664( Black) ink  | per pcs/set  |   |
| 13 | Epson C664 (Blue) ink  | per pcs/set  |   |
| 14 | Epson M664 (Pink)ink  | per pcs/set  |   |
| 15 | Epson Y664 (Yellow)ink  | per pcs/set  |   |
| 16 | LaserJet Pro 400 M401dn HP Toner Cartridge CF2 80A | per pcs/set  |   |
| 17 | HP Toner LaserJet Pro M1136 MPF CC388AC | per pcs/set  |   |
| 18 | HP Toner LaserJet Pro M1130 85A  | per pcs/set  |   |
| 19 | LaserJet P1156-78A | per pcs/set  |   |
| 20 | LaserJet Pro MFP M127fn 83A  | per pcs/set  |   |
| 21 | HP LaserJet Imaging Drum 32A CF232A | per pcs/set  |   |
|   | **PAPER**  |   |   |
| 22 | A4 Size Color Photo Printing paper  | per sheet  |   |
| 23 | Bhutanese Paper Fine Quality  | per sheet  |   |
| 24 | Bhutanese Paper Ordinary  | per sheet  |   |
| 25 | Carbon Paper Small PKT(Kores)  | per sheet  |   |
| 26 | Excelam Dragon Sheet paper ( 205mm X 304mm)  | per ream  |   |
| 27 | Paper divider in assorted color  | per ream  |   |
| 28 | Photocopy Paper A4 Size Xerox 75gsm  | per ream  |   |
| 29 | Post It Pad big size | per Roll  |   |
| 30 | Thermal Paper POS Roll width 79mmX25m  | per Roll  |   |
| 31 | Thermal Paper POS Roll width 79mmX50m  | per Roll  |   |
|   | **GENERAL ITEMS**  |   |   |
| 32 | Pilot Pen V7 high tech in assorted color  | per pc  |   |
| 33 | Pilot Ink Cartridges for V7 pen  | per pc  |   |
| 34 | (LIMC) Ocean gel wailrprool pen | per pc  |   |
| 35 | Pen- Signature (BAOKE) | per pc  |   |
| 36 | Pen Cello Gripper 2  | per pc  |   |
| 37 | Pen Cello Pointec Gel  | per pc  |   |
| 38 | Pencil without eraser best quality  | per pc  |   |
| 39 | Pen-Signature(V.Pilot)  | per pc |   |
| 40 | Marker Pen Board (Snowman) in assorted color  | per pc  |   |
| 41 | Marker Pen Permanent (Snowman) in assorted color  | per pc  |   |
| 42 | High Lighter Luxor  | per pc  |   |
| 43 | Correction Pen Best Quality  | per pc  |   |
| 44 | Ball Pen Mitsubishi  | per pc  |   |
| 45 | Calculator 12 Digit Casio or equivalent  | per pc  |   |
| 46 | Calculator CT-580  | per pc  |   |
| 47 | Calculator CT-714 C  | per pc |   |
| 48 | Money Binding Rubber | per pkt |   |
| 49 | Cello tape Black 2"  | per pc |   |
| 50 | Cello tape Brown 2"  | per pc  |   |
| 51 | Cello tape Brown 1"  | per pc  |   |
| 52 | Cello tape Masking Tape 2"  | per pc  |   |
| 53 | Cello tape Transparent 2" | per pc  |   |
| 54 | Cello tape Transparent 300m | per pc |   |
| 55 | PVC Tape  | per pc |   |
| 56 | Tape dispenser big(omega)  | per set  |   |
| 57 | Cello tape Transparent 2"  | per pc  |   |
| 58 | Clip Binder Big  | per pc  |   |
| 59 | Clip Binder Medium  | per pc |   |
| 60 | Clip Gems Big  | per pc |   |
| 61 | Clip Gems Medium  | per pc |   |
| 62 | Clip Gems Small  | per pc |   |
| 63 | Phenol  | per pc  |   |
| 64 | Harpic | per pc  |   |
| 65 | Colin | per bottle  |   |
| 66 | Marking Cloth  | per mtr  |   |
| 67 | Glue (Superglue)  | per pc  |   |
| 68 | Glue pot 300ml  | per pc  |   |
| 69 | Glue Stick 35gm (Pritt)  | per bottle  |   |
| 70 | Extension heavy Duty Gold Medal  | per pc  |   |
| 71 | Stapler machine 24/6 kangaroo  | per/set  |   |
| 72 | Stapler machine heavy duty kangaroo 23/17 pin type  | per pc  |   |
| 73 | Stapler pin for heavy duty 23/17  | per pc  |   |
| 74 | Stapler Pin kangaroo or munix 24/6  | per pc  |   |
| 75 | Stapler pin remover small  | per pc  |   |
| 76 | Stapler pin(mexas)10  | per pc  |   |
| 77 | Paper Cutting blade Kangaroo medium  | per pc  |   |
| 78 | Punching machine -600 Kangaroo  | per pc |   |
| 79 | Punching machine heavy duty kangaroo  | per pc  |   |
| 80 | Punching machine kangaroo medium  | per pc  |   |
| 81 | Scissors with brass handle small  | per pc  |   |
| 82 | Stamp pad big  | per pc  |   |
| 83 | Stamp pad ink  | per pc  |   |
| 84 | Telephone Panasonic 1+1  | per/set  |   |
| 85 | Telephone Panasonic non-speaker  | per pc  |   |
| 86 | Telephone Panasonic with speaker  | per pc  |   |
| 87 | External Hard Drive 500GB | per pc  |   |
| 88 | USB Drive 16GB  | per pc  |   |
| 89 | USB Drive 32GB  | per pc  |   |
| 90 | USB Drive 4GB  | per pc  |   |
|   | **ENVELOPES**  |   |   |
| 91 | Bhutanese envelope 11X5  | per pc  |   |
| 92 | Bhutanese envelope 9X4  | per pc  |   |
| 93 | Bhutanese envelope A4  | per pc  |   |
| 94 | Envelope Brown A4  | per pc |   |
| 95 | Envelope Brown A3 | per pc |   |
| 96 | Envelope White 11X4 (Packet contains 50pcs)  | per pc |   |
| 97 | Envelope White 9X4 (Packet contains 50pcs)  | per pc  |   |