



NOTICE INVITING TENDER FOR SUPPLY OF STATIONERY AND ICT ITEMS TO LODEN FOUNDATION ON A RATE CONTRACT BASIS

1. Annexure I (Undertaking)
2. Annexure II (Contract Agreement)

Tender Enquiry Number	
Date/ Time of release of tender	17/03/2023, 9:00 AM
Last date/time of submission of queries/observations, if any for clarification through email to ljurme@loden.org	27/03/2023, 1:00 PM
Last date/time for submission of all bids.	27/03/2023, 5:00 PM
Date/Time of pre-bid meeting for short listing	29/03/2023 10:00 AM

The Loden Foundation invites bids from competent & credible manufacturers/ authorized distributors/ dealers for the supply of Stationery and other items on a rate contract basis on the terms and conditions enumerated in the tender document. Bidders should read the tender document carefully and comply strictly with the conditions while submitting their bids. Electronic bids will not be accepted under any circumstances. Bidders in part may remark on non-applicability with **N/A** to confirm their non-bid for particular items. Be mindful to not leave any blank cells in order to qualify for shortlisting.

Terms and Conditions

1. Parties:

The parties to the contract are the Tendering Firm/ Agency and Loden Foundation.

2. Contractor:

The term Contractor shall mean Company, Firm, Agency, or the Individual to whom the Contract is awarded and shall include its/ his/ her/ its heirs, legal representative, assigns, and successors. The successful Bidder is referred to as "Contractor" in this tender document.

3. Scope of Work:

Supply of stationery and ICT items on a rate contract basis at Loden Foundation Office, Qisem house, 274 Zeri Zur Lam, 36 Kaa SW, Thimphu.



4. Location:

The items shall be supplied at Qisem house, 274 Zeri Zur Lam, 36 Kaa SW, Thimphu. The Bidders, in their own interest, are advised to inspect the location at their own cost before submitting tenders.

5. Eligibility Criteria:

- (i) The Bidder shall not have been blacklisted by any Department /Ministry of the Govt. of Bhutan/Civil Society Organizations.
- (v) The Bidder should have valid TPN and trade license registration and should upload legible attested copies of these documents with Bid.

6. Validity of Bids:

The bids shall be valid for a minimum period of 90 days, computed from the date of opening of the Bid. The validity may be further extended for a further period of three months by mutual consent.

7. General Conditions:

- a) Both ICT and Stationary Items Bid is to be submitted concurrently duly signed.
- b) The bids (complete in all respects) must be submitted.
- c) When deemed necessary, Loden may seek clarification on any aspect from the Bidders. However, that would not entitle the Bidder to change or cause any change in the price quoted. Loden may, if so required, ask the Bidder to give a presentation for the purpose of clarification on the tender. All expenses for this purpose as also for the preparation of documents and other meetings will be borne by the Bidder.
- d) Loden will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed, and whether the tenders are generally in order.
- e) A tender determined as not substantially responsive will be rejected and may not subsequently be made responsive by the Bidder by rectifying the non-conformity.
- f) Loden may waive off any minor infirmity or non-conformity in the tender which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of other Bidders. The decision of Loden in this regard will however be final and binding.
- g) Bidder shall not be permitted to withdraw his/ her/ its offer or modify the terms and conditions thereof after acceptance of tender. In case the Bidder fails to observe and comply with the stipulations made herein or backs out after quoting the rate, the Bidder will be liable to be debarred/ blacklisted from participating in the tendering process of Loden in the future.



- h) A tender containing any condition leading to unknown/ indefinite liability is liable to be summarily rejected.
- i) The tender bid and copies of documents submitted by the Bidder should be duly signed at the given places, together with initials on every page by the authorized person of the Bidder. Initial/ signature will indicate the acceptance of the tender document by the Bidder.

8. Criteria for Evaluation of Tenders:

- a. Bids (complete in all respect) received will be opened as per the stipulated time and date indicated in the Notice Inviting Tender of the tender document.
- b. The evaluation of bids will be done by a Tender Evaluation Committee (TEC).
- c. The criteria prescribed in respect of specifications of items, years of operation in the business, the experience of a similar class of work completed, etc will first be scrutinized and the Bidder's eligibility for the work will be determined.
- d. As a part of the process to evaluate the ICT bids, Tender Evaluation Committee may also ask the bidder to produce a sample of each item for inspection at the time of evaluation of bids.
- e. After evaluating the ICT bids and stationary items bids; on acceptance, will be communicated to the successful bidder.
- f. For the purpose of Loden foundation's logistics and inventory management, Loden shall select two bidders from the process, one of which would be on standby.
- g. The bidder for each item would be decided separately at the time of opening of bids. Loden will award work to the Bidder whose bid has been found to be substantially responsive and has been determined as the lowest evaluated bid, provided further that the Bidder is determined to be competent to perform the contract satisfactorily. Loden shall however not bind itself to accept the lowest or any tender bid, wholly or in part.

8. Standards

- (i) The goods supplied under this contract shall conform to the standards prescribed/ specifications mentioned there against the goods in the bids.
- (ii) The bidder should supply full specifications as far as possible of the goods, such as weight, dimensions, unit, length, color/ shade, make/ brand, etc., offered in the tender. No change shall be permitted after the opening of bids.

10. Rejection of incomplete and conditional tenders:

The incomplete and conditional tenders will be rejected. Quoting unrealistic rates for any individual item will result in the rejection of a bid for that particular item.



11. No withdrawal after submission of bids:

Bidder shall not be permitted to withdraw his/ her/ its offer or modify the terms and conditions thereof after acceptance of tender. In case the Bidder fails to observe and comply with the stipulations made herein or backs out after quoting the rate, the bidder may be liable to be debarred/ blacklisted from participating in the tendering process of Loden in the future.

12. Non-acceptance of the tenders received after the last date:

Tenders received after the closing date and time prescribed in the tender inquiry shall NOT be accepted under any circumstances.

13. Period of contract:

The contract shall be valid for a period of one year. However, on mutual agreement, Loden reserves the right to extend the contract for one more year at a time, on the same prices, terms, and conditions.

14. Warranty:

- (i) The Contractor will provide a manufacturer's warranty (ICT bid), from the date of completion of the supply of the items.
- (ii) If the Contractor, having been notified, fails to respond to take action to replace the defect(s) within 72 working hours, Loden may proceed to take such remedial action(s) as deemed fit by it, at the risk and expense of the Contractor and without prejudice to other contractual rights and remedies, which Loden may have against the Contractor, including cancellation of existing contract award.

15. Penalty:

In the event of the Contractor failing to:

1. Observe or perform any of the conditions of the tender/ supply order as set out herein; or
2. Execute the order in good condition to the satisfaction of Loden or by the time fixed by Loden; or
3. Supply original stationery and other items, as listed in this tender;

(i) It shall be lawful for Loden, without prejudice to its other remedies under the contract, to deduct from the contract price as liquidated damages, a penalty of 0.5% of the value of the individual item(s) per day subject to a maximum of 10% of the total value of the order, if the Contractor fails to deliver any or all the items within the time period(s) specified in the contract. Once the maximum is reached, the supply order for that item shall automatically expire.



(ii) Supply of non-original/similar-looking/substandard items and/ or items in damaged condition shall not be accepted. A penalty of up to 25% of the value of the supply order shall also be imposed if the supply of original stationery and other items is not made in specified quality/ specifications and good condition. In addition, the contract may be canceled and the Contractor blacklisted.

(iii) In case of failure of Contractor to supply the stationery and other items in good quality after the 10% penalty period is over, the same items will be obtained from the open market and the loss to Loden on account of such purchases(s) shall be recovered from the Contractor's bills payable. The Contractor shall have no right to dispute such procedure.

16. Loden Rights:

(i) Loden reserves the right to accept/ reject any or all the bids in whole or in part and annul the bidding process without assigning any reason whatsoever and is not bound to accept the lowest tender.

(ii) Loden also reserves the right to modify and/ or relax any terms & conditions of this tender document before the last date of submission of tenders to safeguard its interest.

(iii) Any failure on the part of the Bidder to observe the prescribed procedure and any attempt to canvas/influence Loden for the furtherance of his/her interest, the Bidder's quotation will be canceled forthwith. The decision of Loden in this regard will be final.

(iv) Loden reserves the right to cancel the tender process without assigning any reason whatsoever, at any stage, in case of any change in requirement.

(v) Loden reserves the right to award the work to more than one Bidder.

(vi) Loden reserves the right to blacklist a Bidder for a suitable period in case the Bidder fails to honor its bid after the award of work without sufficient grounds.

(vii) All the items, for which bids are submitted, should be genuine and of the specified branded company. If the material supplied is found to be of non-genuine/substandard quality, the same will be returned/replaced at the cost of the Bidder and the Loden will not be responsible for any loss to the concerned Bidder for such supply.

(viii) The tender document is valid for a period of twelve months from the date of issue. If a supply order is not issued within this period, the process will have to start afresh.

17. Mode of Payment:

(i) Payment shall be made through the issuance of a physical cheque or bank transfer only and TDS as applicable will be deducted, after a satisfactory supply of the said items.

(ii) Loden shall be at liberty to withhold any of the payments in full or in part subject to recovery of taxes as applicable and recovery of penalties.

(iii) No advance payment will be made in any case.



18. Subletting of Work:

The Contractor shall not assign or sublet the work or any part of it to any other person or party.

19. Right to Call upon Information Regarding Status of work:

Loden has the right to call upon information regarding the status of work at any point in time.

20. Termination of the Contract:

- (i) Loden may terminate the contract without any notice in case the Contractor commits a breach of any of the terms of the contract. Loden's decision that a breach has occurred will be final and shall be accepted without demur by the Contractor. In such a case, Loden at its discretion may blacklist the Contractor.
- (ii) The Contract in normal conditions can be terminated by either party, i.e., Loden or the Contractor, after giving two months' notice to the other party, extendable by mutual agreement till alternate arrangements are made.

21. Legal Jurisdiction:

The contract shall be deemed to have been concluded in the National Capital Territory of Thimphu and all obligations hereunder shall be deemed to be located at the NCT of Thimphu and the Court within the NCT of Thimphu will have jurisdiction to the exclusion of all other Courts.



Annexure I UNDERTAKING

It is certified that my Firm/Agency/Company _____ has never been blacklisted by any of the Departments/Autonomous Institutions/Universities/Public Sector Undertakings of the Government of Bhutan and no criminal case is pending against the said Firm/ Agency/Company as on _____.

Signature of the Bidder

Name of the Signatory:

Name of the Firm/Agency:

Seal of the Firm/Agency

Place:

Date:



Annexure II Agreement to be signed for Rate Contract

Rate contract of stationery and other items

This agreement is made on _____ 2023 between the Loden Foundation, _____ hereinafter referred to as “Loden”, and M/s _____, a registered company with a registered office at _____, hereinafter referred to as “Contractor”, and both the parties as mentioned above set forth and agree to abide by the following terms of this agreement.

WHEREAS the contractor has tendered for providing a rate contract of stationery and other items to the Loden as per the terms and conditions mentioned in the tender document. Whereas such tender has been accepted NOW IT IS HEREBY AGREED between the parties hereto as follows:

1. The contractor has accepted the contract on the terms and conditions set out in the tender notice No. _____ dated _____, which shall hold good during the period of this agreement.
2. Upon breach by the contractor of any of the conditions of the agreement, the Tendering Authority may issue a notice in writing, determine and put an end to this agreement without prejudice to the right of the Loden to bar them from participating in future tenders.
3. This agreement shall remain in force until the expiry of 12 months from the date of entering into the contract but the Tendering Authority may cancel the contract at any time upon giving one month’s notice in writing without compensating the contractor.
4. The Tendering Authority may give notices in connection with the contract. In consideration of the payments to be made by the Loden to the contractor as hereinafter mentioned the contractor hereby covenants with the Loden to provide the Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
5. The Tendering Authority hereby covenants to pay the Contractor in consideration of the provision of the 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.



6. If subject to circumstances beyond control (Force Majeure) the contract fails to deliver the services in accordance with the conditions mentioned in the tender, the Tendering Authority shall be entitled to render services from else another organization after giving due notice to the Contractor on the amount and at the risk of the Contractor without canceling the contract in respect of the consignment not yet due for delivery or to cancel the contract.

7. In the event of an action to be taken, the contractor shall be liable for any losses, which the Tendering Authority, may sustain on that account. The recovery by way of penalty shall be made by deducting the amount from the bills to be made good by a credit note within the stipulated period for the purpose.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed by the hands of duly authorized representatives on the day, month and year first before written.

Signed:

For and on behalf of

Loden Foundation _____ Authorised Signatory

M/s _____

Authorised Signatory _____

Loden Witness

M/s _____ Witness