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PUNATSANGCHHU-I HYDROELECTRIC PROJECT AUTHORITY
CONTRACTS & PROCUREMENT CIRCLE
PROCUREMENT DIVISION
BLOCK NO. H15, BJIMTHANGKHA :: **BHUTAN**

No. PHPA-I/Proc-02/ZSP/2024/169

Dated: 03rd July, 2024

NOTICE INVITING TENDER

Punatsangchhu-I Hydroelectric Project Authority (PHPA-I), Bjimthangkha, Wangdue is pleased to invite "Sealed Bids" from the Bidders for the supply of Toner Cartridges, Drum Cartridges and Waste Toners for Xerox Make Printers and Photocopy Machines through establishment of Annual Rate Contract.

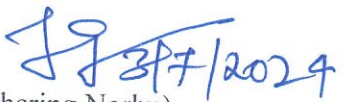
Lot#	Description of items	Qty	Remarks
1	Supply of Toner Cartridges, Drum Cartridges and Waste Toners for Xerox Make Printers and Photocopy Machine BOQ (Annex-I)		For eligibility criteria, and other details refer terms & conditions of Bidding Document

The duly filled price bid along with Terms & Conditions shall be submitted to the Office of Executive Engineer (M), Procurement Division, Contracts & Procurement Circle, PHPA-I, Bjimthangkha, Wangdue on or before **05.08.2024 at 1400 Hrs.** The bids shall be opened at **1500 Hrs. (BST)** on the same day in the presence of the intending bidders/representatives who may wish to be present. It may be noted that the complaint whatsoever after the tender shall not be entertained.

1.	Tender No.	PHPA-I/Proc-02/ZSP/2024/ 169
2.	Tender Document	The interested participant may download the bidding document from PHPA-I website (www.phpa1.gov.bt/tenders) at free of cost.
3.	Last Date & time of submission of bid	05.08.2024 at 1400 Hrs. (BST)
4.	Place of submission of bid	Executive Engineer (M), Procurement Division, Contracts & Procurement Circle, PHPA-I, Bjimthangkha, Wangdue
5.	Date & Time of opening of Bids	05.08.2024 at 1500 Hrs. (BST)

PHPA-I reserves the right to accept or reject any or all tenders at any stage of the process or any part thereof at any time without assigning any reason thereof.

For any clarification, please contact undersigned official, Mobile No. 17742598 during office hours:


(Tshering Norbu)
Executive Engineer (M)

INVITATION OF BIDS

1. Scope of Work

PHPA-I invites sealed bids from eligible and qualified bidders for supply of Toner Cartridges, Drum Cartridges and Waste Toners for Xerox Make Printers and Photocopy Machine through establishment of Annual Rate Contract as per the schedule of the Bill of Quantities (BoQ) enclosed in **Annex-I**. The rates quoted by the Bidder(s) shall be indicated in the appropriate column of above schedule.

2. Eligibility Criteria

- 2.1 The bidder shall furnish documentary evidence such as valid Trade License, Valid Tax Clearance Certificate, etc. along with their application and copies of supply orders for Toner Cartridges, Drum Cartridges and Waste Toners for Xerox Make Printers and Photocopy Machines received by them from other Government/Semi-Government and Private undertaking.
- 2.2 Bidder should source the toner cartridges and drum cartridges from the dealer/authorize agent of Xerox only. A letter from dealer/authorize agent certifying the bidder will source the toner cartridges and drum cartridges from them to be submitted along with bid.

3. Instruction to Bidders

- 3.1 The Bidder shall submit all the relevant documents mentioned in the eligibility criteria while submitting the Bidding Documents.
- 3.2 The Bidder is expected to examine all instructions, bidding forms, terms & conditions and specifications in the Bidding Documents. Failure to furnish all documentations required by the Bidding Documents may result in the rejection of the Bid.
- 3.3 Bidder shall not be allowed to seek any clarification of the Bidding Documents in person.
- 3.4 A prospective bidder requiring any clarification of the Bidding Documents shall notify the same to the PHPA-I in writing during office hours. The PHPA-I shall respond in writing to any such request for clarification, provided that it is received no later than fifteen (15) days prior to the deadline for submission of bids.
- 3.5 At any time prior to the deadline for submission of Bids, PHPA-I may amend the Bidding Documents by issuing an Addendum. This may be done either on the Purchaser's own initiative or in response to a clarification request from a prospective Bidder. Any addendum issued shall be part of the Bidding Document and shall be made available only at the mentioned website.
- 3.6 PHPA-I may, at its discretion, extend the deadline for submission of bid by amending the Bidding Document, in which case all rights and obligations of PHPA-I and bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.
- 3.7 The Bidder shall bear all costs associated with the preparation and submission of its Bid. PHPA-I shall not be responsible for any cost of the bidding process.
- 3.8 **The Bidder shall furnish the Earnest Money Deposit (EMD) amounting to Nu. 16,000.00 (Nu. Sixteen thousand) only in the form of Demand Draft in a separate sealed envelope in favour of Punatsangchhu - I Hydroelectric Project Authority (PHPA-I) which will be opened first. The Bid not accompanied by EMD shall be rejected as non-responsive. No interest shall be payable by PHPA-I on the EMD.**

- 3.9 Withdrawal of a bid between the deadline for submission of the bids and expiration of the bid validity period specified in the Bidding Documents or changes in prices or any of the terms and conditions, may result in the forfeiture of the Earnest Money Deposit (EMD).
- 3.10 **The EMD of the successful bidders shall be returned only after the submission of acceptable Performance Guarantee and EMD of unsuccessful bidders shall be discharged/returned as promptly as possible upon award of Contract, but in any event not later than 30 days after the expiration of the period of bid validity prescribed by the procuring agency.**
- 3.11 This tender document is not transferrable.

4. General Terms & Conditions

4.1 Preparation of Bidding Documents

- 4.2 The Bidding Documents shall be returned intact. Bidder are required to quote for all the items.
- 4.3 In the event of space of the Tender Form being insufficient for the required purpose, additional pages may be added. Each additional page must be numbered, bear the Tender Number and fully signed by the tenderer. Reference to the additional pages must be made in the Bidding Document.
- 4.4 The Bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder.
- 4.5 The bidders shall attest corrections in their rates if any, with their full signatures before submission of the bid. It shall be valid only if they are signed or initialed by the person signing the Bid otherwise any overwriting or cutting or alteration which is left unsigned by the bidder shall not be considered. The Bidder shall sign each page(s) of the Bidding Documents duly endorsed with their rubber stamp/seal.
- 4.6 The Bid and all correspondence including supporting documents relating to bid exchanged shall be clearly and concisely written or printed in English.
- 4.7 Alternate bids shall not be considered by the PHPA-I.
- 4.8 Bids shall remain valid for period of 90 days from the date of Bid opening. A Bid valid for a shorter period shall be rejected by the PHPA-I as non-responsive.
- 4.9 **The rates shall be quoted in the Price schedule enclosed in Annex-I. The rates quoted shall be firm F.O.R delivery at Central Stores, PHPA-I, Gewathang, Wangdue, Bhutan inclusive of taxes and duties. If the bidder has indicated delivery place other than Central Stores, Gewathang, Wangdue, the bid shall be considered as non-responsive and shall be rejected**
- 4.10 2% and 3% tax shall be deducted from the National and Indian supplier respectively from the amount of supply made as per Tax Act of Bhutan 2001 and amendment thereof.

5 Submission of Bids

5.1 Sealing and marking of Bid.

- 5.2 The document comprising the Bid shall be submitted in separate covers as stated in this Clause. Bids shall be submitted in separate sealed envelopes duly marked Envelope - I, Envelope - II and each envelope contain documents as stated below.

Envelope – I

The Envelope – I will be marked and sealed as “Bid Security”

Envelope – II

The Envelope -II will be marked and sealed as Price Bid and shall comprise of terms and conditions and duly filled price Schedule as per Annex-I.

- 5.3 The outer envelope shall bear the address and identification of the Notice Inviting Tender No. and Date of Opening. The inner envelopes as described above shall be signed across their seals by the person authorized to sign the Bid on behalf of the Bidder. The inner envelope shall indicate the name and address of the Bidder, to enable the Bid to be returned in case it is declared late. All envelope shall be sealed with adhesive or other sealant to prevent reopening.
- 5.4 If the envelopes are not sealed and marked as above, the PHPA-I shall assume no responsibility for the misplacement or premature opening of bid.
- 5.5 Bids shall be delivered by hand, courier or registered post to the Office of the Executive Engineer (M), PHPA-I, Bjimthangkha, Wangdue, Bhutan on or before 5th August 2024 up to 1400 hours (BST).
- 5.6 The PHPA-I shall not consider any Bid that is submitted after the deadline for submission of Bids. Any Bid received by the PHPA-I after deadline for submission of Bids shall be declared late and rejected.
- 5.7 Each Bidder shall submit only one bid, either individually or as a partner, the bidder who submit or participate in more than one bid shall result in disqualification of the bids.
- 5.8 The Bidder submitting their bids in person are requested to submit their Bid in the “Tender Box” only located at the Office of the Procurement Division, PHPA-I, H-15 Building, Bjimthangkha, Wangdue during office hours.
- 5.9 Bids submitted vide e-mail/fax/conditional offers or by electronic means are NOT acceptable and shall be rejected.

6 Opening of Bids

- 6.1 The Bid shall be opened on 5th August, 2024 at 1500 hours (BST) in the office of Executive Engineer (M), Procurement Division, PHPA-I, Block H-15 Building, Bjimthangkha, Wangdue in presence of Bidders’ authorized representatives who wish to attend. Unauthorized representatives shall not be allowed to be present during Bid Opening. If the specified Bid opening date falls on public holiday (s), the tenders shall be opened at same time and same place as specified in the Bidding Documents on the next working day in presence of the authorized representatives who wish to be present.
- 6.2 The Bidders are at liberty to be present or authorize a representative to attend the Bid Opening on the date and time specified in the Bidding Document. The Bidders or his authorized representative shall be required to sign on a register indicating their presence at the time of Bid Opening.
- 6.3 All members of the Bid Opening Committee shall examine the conditions of the envelopes and shall sign on the envelope. Each tender shall be numbered serially, initialed and date on all the pages of Bidding documents particularly the prices, cuttings/corrections should be circled and initialed.
- 6.4 Bidders, their authorized representative and other attendees at the Bid Opening shall not be permitted to approach any members of the Bid Opening Committee.
- 6.5 All envelopes shall be opened one at a time. The Bidder names, the bid prices, total amount, any discounts, presence or absence of EMD, etc. shall be announced by the Committee at the Bid Opening. Any bid price & discount not announced and recorded during the Bid Opening shall not be considered for bid evaluation. No bid shall be rejected at Bid Opening except for late bid.

7 Evaluation and Comparison of Bids

- 7.1 The Bidder shall be required to quote the rates for all items mentioned in the BoQ. The Bids will be evaluated for all items and supply orders will comprise all the items awarded to the successful Bidder.
- 7.2 To assist in the examination, evaluation, comparison and qualification of the bids, PHPA-I may, at its discretion, ask any bidder for clarification of its bid. Any clarification submitted by the bidder that is not in response to a request by the Purchaser shall not be considered. The Purchaser's request for clarification and the response shall be in writing. No change in the prices or substances of the bid shall be sought, offered or permitted, except to confirm the correction of arithmetic errors discovered by the Purchaser in the evaluation of bids.
- 7.3 A substantially responsive bid is one that conforms to all the terms, conditions and specifications of the Bidding Documents without affecting the scope, quality and performance of the materials. The bid which fails to conform to any of the terms & conditions, specification of the tender document shall be considered as non-responsive and shall be rejected.
- 7.4 Provided that a Bid is substantially responsive, the PHPA-I may request that the Bidder submit the necessary information or documentations, within a reasonable period of time, to rectify in the bid related to documentation requirements. Such request shall not be related to price of the bid. Failure of the Bidder to comply with the request may result in the rejection of its bid.
- 7.5 PHPA-I shall ensure that the lowest evaluated rate is consistent and reasonable with the current market prices. If the prices are unreasonable compared to prevailing market prices, PHPA-I may reject the bid.
- 7.6 PHPA-I shall compare the evaluated rates of all substantially responsive Bids to determine the Bid that has the lowest evaluated rate. The comparison shall be on the basis of final place of delivery, delivery period offered vis-à-vis that required in the NIT, make, standards of materials required as per NIT and past performance of the firms if they have executed any order with PHPA or any similar organizations.
- 7.7 If the Bid that is evaluated as the lowest evaluated rate is, in the PHPA-I's opinion, seriously unbalanced, the PHPA-I may require the Bidder to provide written clarifications. Clarification may include detailed price analyses to demonstrate the consistency of the Bid prices with the scope of works and any other requirements of the bidding document.
- 7.8 After evaluation of the price analyses, in the event the PHPA-I determines that Bidder has failed to demonstrate its capability to perform the contract for the offered Bid price, PHPA-I shall reject the Bid.
- 7.9 PHPA-I is not bound to accept the lowest bid and reserves the right to accept or reject any or all bids or change the bid evaluation procedure without assigning any reasons thereof.

8 Award of Contract

- 8.1 PHPA-I shall sign Annual Rate Contract with the Bidder whose offer has been determined to be the overall lowest evaluated Bid as per the Proforma at Annex-I.
- 8.2 The Bidder may note that the quantities given in the BoQ is the anticipated requirement of PHPA-I and these quantities may increase or decrease based on actual requirement.
- 8.3 Supply Order for supply of toner Cartridges & drum Cartridges shall be place in phases.

- 8.4 **The successful Bidder shall supply the original Xerox brand Toners Cartridges, Drum Cartridges & Waste Toner and no other brand shall be accepted by the PHPA-I. The Xerox Cartridge/Toner(s) should be GENUINE QUALITY and should indicate the following on it packing/cover:**
- i. Name and address of the Importer
 - ii. Name and address of the Manufacturer
 - iii. Product number
 - iv. Month and year of import
 - v. Address for costumer complains
 - vi. Original hologram with bar Code/QR code
- 8.5 If required, the material shall be subject to inspection by PHPA-I IT officer in the supplier's premises before delivery/dispatch or the PHPA-I IT officer shall conduct inspection of the supplied Xerox Cartridge/Toner(s) at the Central Stores, Gewathang, PHPA-I, Wangdue. In addition to the various parameters for checking of genuinity of cartridges, PHPA-I IT officer shall also verify the genuinity from the website <https://www.xerox.com>. If the Xerox cartridge/toner(s) is found to be non-genuine/duplicate then the PHPA-I shall reject the supplies and the supplier shall supply the original/genuine Cartridges.
- 8.6 **The successful Bidder shall deliver the materials at Central Stores, PHPA-I, Gewathang, Wangdue, Bhutan in good and proper condition as per specification within 45 (Forty Five) days from the date of issue of each supply order. In case the supplier fails to deliver the goods within the specified delivery period, liquidated damages @ 0.1 (zero point one percent) of the value of the delayed goods per days of delay or part thereof subject to a maximum of 5% (five percent) of value of supply order for delayed goods shall be levied on suppliers.**
- For delays beyond 30 days after delivery period, the supply order shall be liable for cancellation at the discretion of PHPA-I. Under such an event, the Performance Security of the firm shall be forfeited and the Annual Rate Contract shall be cancelled.**
- 8.7 In case of delay or non-supply of any or all the material on the dates they are due, the PHPA-I shall have the right to refuse to accept such delayed supplies and shall make the purchases of the materials so delayed or not supplied from any alternative sources or by PHPA-I directly from market departmental at the sole risk and cost of the supplier. Any extra expenditure incurred on such purchase shall be recoverable from the original supplier in addition to the purchaser's right or claim for liquidated damages.
- 8.8 The materials shall be under warranty for a period of one (1) year from the date of receipt of materials by PHPA-I or as per standard warranty terms applicable. Any defective or damaged item(s) which in the opinion of Purchaser be due to the material not in accordance with specifications or due to the manufacturing defects shall be replaced by the successful bidder at its own cost.
- 8.9 **The successful Bidder shall, within fifteen (15) working days from the date of signing of Annual Rate Contract, shall furnish the Performance Security in the form of Demand Draft in favour of Punatsangchhu-I Hydroelectric Project Authority or in the form of an irrevocable Bank Guarantee on the Proforma provided by PHPA-I for an amount equal to 5% (Five percent) of the value of Contract amount. The Performance Guarantee shall be valid till 60 days after completion of the Annual Rate Contract or till the successful completion of last lot of supplies, whichever is late.**
- 8.10 **100% payment shall be released bill/consignment wise after receipt of material in good and proper condition as per specifications and approved samples, on submission of bill.**



- 8.11 **The Cartridges should have adequate shelf life i.e at least one year from Manufacturing date or as per standard warranty terms applicable. Any defective or damaged item which in the opinion of PPHA-I be due to the material or not in accordance with specifications or due to the manufacturing defects shall be replaced by the supplier at its own cost.**
- 8.12 For purposes of this clause, “Force Majeure” means any circumstances beyond the control of the parties i.e. the Purchaser & the supplier including but not limited to acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, earthquake affecting Contractor’s work, except where solely restricted to employees of the Contractor or his sub-contractor and freight embargoes.
- If a Force Majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform his obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- The supplier shall not be liable for forfeiture of its performance Security, liquidated damages or termination for default if and to the extent that it’s delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- 8.13 Any dispute arising out of and in relation to Award Order shall be resolved mutually, failing which the same shall be referred for arbitration at Bhutan Alternative Resolution Centre (ADRC), Thimphu. The parties shall follow procedures as contained in Alternative Resolution Act of Bhutan, 2013 and its rules and regulations.
- 8.14 A copy of these terms & conditions duly signed by the bidder shall be essentially submitted along with the bid as a token of acceptance of these terms and conditions.


Executive Engineer (M)
PPHA-I, Bjimthangkha, Bhutan

Conditions given above are accepted.

Signature of Bidder
(With official seal)

Bill of Quantity (BOQ)

Sl.#	Description	Toner Cartridges/ Drum Cartridges Part No.	Qty.	Rate (Nu.)	Amount (Nu.)
1	Toner Cartridge for Phaser 6180 (Cyan)	113R00719	2 Nos.		
	Toner Cartridge for Phaser 6180 (Magenta)	113R00720	2 Nos.		
	Toner Cartridge for Phaser 6180 (Yellow)	113R00721	2 Nos.		
	Toner Cartridge for Phaser 6180 (Black)	113R00722	2 Nos.		
2	Toner Cartridge WC 5945	006R01606	1 No.		
	Drum Cartridge WC 5945	013R00669	1 No.		
3	Toner Cartridge for C235 (Black)	006R04387	2 Nos.		
	Toner Cartridge for C235 (Cyan)	006R04388	2 Nos.		
	Toner Cartridge for C235 (Magenta)	006R04389	2 Nos.		
	Toner Cartridge for C235 (Yellow)	006R04390	2 Nos.		
4	Toner Cartridge for WC5022	006R01573	1 No.		
	Drum Cartridge for WC5022	013R00670	1 No.		
5	Toner Cartridge for WC7835 (Yellow)	006R01518	1 No.		
	Toner Cartridge for WC7835 (Magenta)	006R01519	1 No.		
	Toner Cartridge for WC7835 (Cyan)	006R01520	1 No.		
	Drum Cartridge for WC7835	013R00662	1 No.		
	Waste Toner for WC7835	108R00865	1 No.		
6	Toner Cartridge for WC3225	106R02778	4 Nos.		
	Drum Cartridge for WC3225	101R00474	2 Nos.		
7	Toner Cartridge for Versalink C7020 (Black)	106R03745	3 Nos.		
	Toner Cartridge for Versalink C7020 (Yellow)	106R03746	3 Nos.		
	Toner Cartridge for Versalink C7020 (Magenta)	106R03747	3 Nos.		
	Toner Cartridge for Versalink C7020 (Cyan)	106R03748	3 Nos.		
	Drum Cartridge for Versalink C7020	113R00780	3 Nos.		
	Waste Toner for Versalink C7020	115R00128	2 Nos.		

Sl.#	Description	Toner Cartridges/ Drum Cartridges Part No.	Qty.	Rate (Nu.)	Amount (Nu.)
8	Toner Cartridge for Versalink B7025	106R03396	4 Nos.		
	Drum Cartridge for Versalink B7025	113R00779	2 Nos.		
9	Toner Cartridge for WC5330	006R01160	2 Nos.		
	Drum Cartridge for WC5330	103R00591	2 Nos.		
10	B1025 (Toner)	006R01731	1 No.		
	Drum	013R00679	1 No.		
11	Toner Cartridge for WC5230	106R01305	2 Nos.		
	Drum Cartridge for WC5230	101R00434	1 No.		
12	Toner Cartridge for B215	106R04348	2 Nos.		
	Drum Cartridge for B215	101R00689	1 No.		
Total =					



PROFORMA FOR PERFORMANCE GUARANTEE (Annex-II)

(To be executed on appropriate stamp paper of the value prescribed according to the laws of the state in which it is executed)

WHEREAS Punatsangchhu-I Hydroelectric Project Authority (hereinafter called the Authority which expression shall include, its successors, assigns, and nominees) and M/s..... (hereinafter called the Contractor have entered into Contract for supply order No..... dated.....)

AND WHEREAS one of the terms and conditions of the resultant contract (hereinafter called the Contract which expression shall include all amendments thereto or in) is that Contractor shall furnish a Performance Guarantee to the extent of(Five percent of the value of Contract as specified in the said Contract).

NOW THEREFORE, in consideration of premises aforesaid and at the request of the Contractor we.....Bank and having its registered office/head office at.....hereinafter called the bank so as to bind ourselves and our successors and assigns DO HEREBY irrevocably undertake and guarantee performance of the said Contract (which expression shall include all amendments thereto) by the Contractor and do hereby irrevocably under-take to pay upon your first written demand and without cavil or argument, any sum or sums within the limits of as aforesaid without your needing to prove or show grounds or reason for your demand for the sum specified.

We hereby waive the necessary of your demanding the said debt from the contractor before presenting us with the demand.

We further agree that the guarantee/undertaking herein contained shall remain in full force and effect up to.....

We further agree that the Authority shall have the fullest liberty without affecting in any manner our obligations hereunder without reference to us to vary any of their terms and conditions of the said contract and/or to extend time of performance by the Contractor from time to time or to postpone for any time on from time to time any of the obligations of the Contractor or powers exercisable by the Authority against the Contractor and/or forbear to force any of the terms and conditions relating to the said Contract, and that we shall not be released from our liability under this guarantee/undertaking by reasons of any such variations or extensions being granted to the said contractor for any forbearance and/or omission on the part of Authority of any indulgence by the Authority to the Contractor.

We further agree that as between us and the Authority for purpose of this guarantee/undertaking, any notice of breach of Contract/performance by the Contractor given to us by Authority and any amount claimed in such notice by the Authority on account thereof, shall be final and binding as to the factum of breach and the amount payable by us to the Authority **hereunder relating thereto.**

Contd.2/-

We further agree that this guarantee shall not be affected by any change in our constitution or that of the Authority.

Place: -

Date: -

Signed.....
(Authorized Signatory)

Full Name:

Code No:

For Bank:

Stamp/Seal.....