

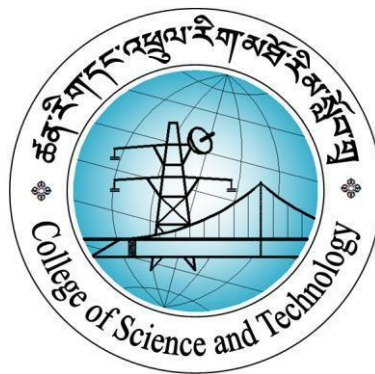
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Royal University of Bhutan

College of Science and Technology

Rinchending: Bhutan



Bidding Documents for the supply of Stationary items (2025-2026)

IMPORTANT

Bidders are required to register their names with the purchaser immediately upon their purchase of the Bidding Document, so as to enable the purchaser to make speedy communication with them as and when required. For this purpose; the prospective bidder who has purchased the documents shall fill in the following slip and immediately send the same to:

The President
College of Science and Technology
Post Box No 450

Phuentsholing Bhutan
Tel/+975 17161635(Procurement Manager)

Tender No: **CST/ Store/ Stationary items /2025-2026/ (Framework Contracting)**

Name of the Purchaser of the Tender Documents including full postal address of the firm:

Fax No: _____

Tel No: _____

Email id: _____

Name of Local Agent (if any) and full postal Address

Signature of the purchaser of the document

.....

Dated

.....

Name (sign and return)

.....

Name of the Company

Company's Seal

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Part A

I. Invitation to Bid

1. The College of Science and Technology (CST) Phuentsholing, intends to procure Lab. Networking materials/equipments hereinafter referred to as “GOODS” through RGOB funding.
2. The President, CST, Phuentsholing, now invites sealed bids from eligible bidders holding valid Bhutanese trade license issued by MTI, for the supply of GOODS to the College of Science and Technology, Phuentsholing Bhutan.
3. Interested eligible bidders may obtain further information on the bid at the office of the:

The President
College of Science and Technology
Post Box No 450

Phuentsholing Bhutan
Tel/+975 17161635 (Procurement Manager)

4. A complete set of bidding documents may download from College Website (www.cst.edu.bt) and submitted to the Procurement Office.
5. The Bid Security and The Performance Security should be furnished in the name of the President, CST, Phuentsholing, Bhutan.
6. All Bids must be accompanied by a **Bid Bond** in the form of Demand Draft or bank guarantee of lump sum of Nu. **10000.00 (TenThousand)** of the Bid Value in the currency of the bid and must be delivered in accordance with the Instructions to Bidders, at the Office of the Procurement Manager, College of Science and Technology on or **1.30PM on 6th August 2025** and will be publicly opened on the same day at **2.00 PM**.

7.1 In case of bank guarantee, the bid security shall be valid for 12 months.

8. The Purchaser shall not be responsible for any costs or expenses incurred by bidders in connection with the preparation or delivery of Bids.
9. When Submitting the Bid, the Bidder is requested to fax the actual date and mode of shipment of the Bid, if not delivered in person.
10. The address of the Purchaser is:

The President
College of Science and Technology
Post Box No 450

Phuentsholing Bhutan
Tel/+975 17161635(Procurement Manager)

Part B: Section - I

II. Instruction to Bidders

1 Introduction

1.1 Scope

- (a) The purchaser wishes to receive Bids for supply, deliver, Installation, commissioning of the equipment and spare parts (hereinafter referred to as the GOODS) described in the bill of quantities.
- (b) All the Bid Documents supplied are to be completed in all respects and returned to the Purchaser in accordance with the Instructions to Bidders.

1.2 Cost of Bidding

The Bidder shall bear all costs associated with the preparation and delivery of its Bid, and the Purchaser will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

1.3 Assurance

The successful bidder shall be required to give satisfactory assurance of its ability and intention to deliver the Goods, pursuant to the Contract, within the time set forth therein.

2 The Bidding Document

2.1 Bidding Document

The goods required, bidding procedures and Contract terms are prescribed in the Bidding Documents. In addition to the invitation for Bids, the Bidding Documents include:

- I. Instructions to Bidders
- II. General Conditions of Contract
- III. Special Conditions of Contract
- IV. Bill of Quantities
- V. Annexes:
 - a. Bid Form and Price Schedule
 - b. Bid Security Form
 - c. Contract Form
 - d. Performance Security Form

The Bidder is expected to examine all instructions, forms, terms and specifications in the Bidding Documents. Failure to furnish all information required by the Bidding Documents or Submission of a Bid not substantially responsive to the Bidding Documents in every respect shall result in the rejection of the Bid.

2.2 Clarification of Bidding Document

Prospective bidder requiring any further information or clarification of the Bidding Documents may notify the Purchaser in writing through email or fax. The Purchaser will respond in writing to any request for information or clarification of the Bidding Documents which it receives no later than seven (7) days prior to the deadline for the submission of Bids prescribed by the Purchaser. Written copies of the Purchaser's response (including an explanation of the query but without identifying the source of the inquiry) will be sent to all prospective Bidders, who have received the Bidding Documents, if the purchaser feels that the additional information is important to be transmitted. The purchaser may not respond at all if the clarification sought for is not relevant to the judgment of the purchaser.

2.3 Amendments of Bidding Document

At any time prior to the deadline for submissions of Bids, the Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bidding Documents by amendment.

The amendment will be notified in writing through email or fax to all prospective bidders who have received/ purchased the Bidding Documents and shall be binding.

In order to afford prospective bidders reasonable time in which to take the Amendment into account in preparing their Bids, the Purchaser may, at its discretion, extend the Deadline for submission of Bids. The bidders are required to acknowledge receipt of any such amendment to the Bidding Documents.

2.4 Language of Bid

The Bid prepared by the bidder, and all correspondence and documents relating to the Bid exchanged by the bidder and the Purchaser, shall be in the English language.

3 Preparation of Bids

3.1 Documents Comprising the Bid

The Bid prepared by the bidder shall comprise the following components:

- (a) A Bid Form and a price schedule completed in accordance with Bid Form and Prices Clause,
- (b) Documentary evidence establishing the bidder is eligible to bid and that the Goods to be supplied by the bidder are eligible Goods,
- (c) Documentary evidence establishing the bidder is qualified to perform the Contract if its Bid is accepted,
- (d) Documentary evidence establishing the Goods to be supplied by the bidder conform to the Bidding Documents,
- (e) Bid security furnished in accordance with the requirement of the Bidding Document,
- (f) Documentary evidence establishing that the **Bidder is authorized to supply the Brands of goods in the Bill of Quantity from the Manufacturer**. The products offered are genuine goods.

3.2 Bid Form and Price

- (a) The bidder shall complete one set original and one set copy of the Bid Form and appropriate Price Schedule furnished in the Bidding Documents, indicating for the Goods to be supplied, a brief description of the Goods, quantity, unit prices and total bid prices. Documentary evidence showing that the item(s) offered confirms to International Standard and is certified.
- (b) **Currency of Bid:** Prices shall be quoted in Bhutanese Currency (Ngultrum). The payment for the supply will be made in the currency of the bid.

3.3 Price Adjustment

No price adjustment on labor, materials, services or any other component pertaining to the performance of the Contract shall be entertained. Accordingly, all contingencies such as projected or anticipated changes in cost shall be included by the bidder in its Bid.

Price quoted by the bidder shall remain fixed and valid until completion of the Contract performance and will not subject to variation on any account.

3.4 Documents Establishing the Goods Conformity to Bidding Documents

3.4.1 The documentary evidence of the Goods' Conformity to the Bidding Documents may be in the form of literature, drawings and data, and shall furnish:

- (a) a detailed description of the Goods' essential technical and performance characteristics,

- (b) a list, giving full particulars, including available sources and current prices, of all spare parts, special tools, etc, necessary for the proper and continuing functioning of the Goods for a period of two years, at least, and
- (c) a clause-by-clause commentary on the specifications, demonstrating the Goods' responsiveness to those Specifications or a statement of deviations and exceptions to the provisions of the Specifications.

3.4.2 The bidder(s) may substitute other authoritative standards, brand names and/or catalogue numbers in its Bid, provided that it demonstrates to the Purchaser's satisfaction and that the substitutions are equivalent or superior to those specified by the Purchaser. All materials proposed shall be of International Standard. *The brand names and model numbers, if any, specified in the Bill of Quantity are for the purpose of reference only and are not restrictive.*

No preferential treatment shall be given to the firm offering the same brand/model as given in the BoQ, if any.

3.4.3 The Supplier shall submit the full details of the Goods, together with illustrations, brochures, catalogue, brand name, models No, samples if applicable etc. in original form. The reference item number and page number shall be indicated on the Bid form. The availability of spare parts, nearest service facilities and accessories must be clearly stated.

3.5 Period of Bid Validity

- (a) Bids shall remain valid for a period of **Twelve (12)** months after the date of Bid opening prescribed by the Purchaser, pursuant to the deadline for submission of Bids Clause. ***A bid valid for a shorter period may be rejected by the Purchaser as non-responsive.***
- (b) In exceptional circumstances, the Purchaser may solicit the bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The Bid Security provided under the Bid Security Clause shall also be suitably extended. A bidder may refuse the request without forfeiting its Bid Security. A bidder granting the request will not be required nor permitted to modify its Bid.

3.6 Format and signing of Bid

- (a) The original Bid Form and accompanying documents clearly marked "original" plus one copy must be received by the Purchaser at the date, time and place specified in the Bid Document/ Invitation of Bids. In the event of any discrepancy between the original and the copies, the original shall govern.
- (b) The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by the bidder or a person or persons duly authorized to sign on behalf of the bidder. Such authorization shall be indicated by written power-of-attorney accompanying the Bid. All pages of the Bid, except for un-amended printed literature, shall be initialed by the person or persons signing the Bid. The name and position held by each person signing the bid must be typed or printed below the signature.
- (c) The Bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the bidder, in which case the person or persons signing the Bid shall initial such corrections.

3.7 Tampering of Bid Document

Any intentions of the bidder, which leads to the tampering of the Bid Document, will cause the Bid to be non-responsive.

4.0 Submission of Bids

4.1 Sealing and Marking of Bids

The bidder shall seal the original and each copy of the Bid in an inner and outer envelope, duly marking the envelopes as "original" and "copy". The inner and outer envelopes shall be:

- (a) addressed to the Purchaser at the address given in the "Invitation to Bid",
- (b) bear the Bid No. **CST/Store/ Stationary items /2025-2026/** and the words "DO NOT OPEN BEFORE (please print the date and time of opening of Bids as prescribed by the Purchaser)".
- (c) the inner envelope shall indicate the name and address of the bidder to enable the Bid to be returned unopened in case it is declared "late".
- (d) the Bid(s) shall be accompanied by the forwarding letter and the bidders terms and condition if deviated from that prescribed by the purchaser.

If the outer envelope is not sealed and marked as required by the above para, the Purchaser will assume no responsibility for the Bid's misplacement or premature opening.

4.2 Deadline for Submission of Bids

- (a) Bids must be received by the Purchaser at the address specified in the Invitation to Bids, on or before the last date for the submission of the Bids as prescribed in the Invitation to Bids".
- (b) The Purchaser may, at its discretion, extend this deadline for Submission of Bids by amending the Bidding Documents in accordance with the Amendment of Bidding Documents Clause, in which case all rights and obligations of the Purchaser and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

4.3 Late Bids

Late Bids shall not be entertained.

5.0 Bid Opening and Evaluation

5.1 Opening of the Bid by the Purchaser

- (a) The Purchaser will open Bids, in the presence of bidder's representative who chooses to attend, at the Date, Time and Location given in the Invitation for Bids. The bidder's representatives who are present shall sign a register evidencing their attendance. The Purchaser shall inform the bidders in writing if the Date or Time or Location of the Opening of the Bids is changed.
- (b) The bidders' names, Bid prices, modifications, Bid withdrawals and the presence or absence of the requisite Bid Security and such other details as the Purchaser, at its discretion, may consider appropriate will be announced at the opening.

The Purchaser shall prepare minutes of the Bid Opening.

5.2 Clarification of Bids

- (a) To assist in the examination, evaluation & Comparison of Bids the Purchaser may, at its discretion, ask the bidder for a clarification of its Bid. The request for clarification and the response shall be made in writing and no change in the price or substance of the Bid shall be sought, offered or permitted.

- (b) The Bid, item wise or as a whole, of the Bidder may lead to rejection or disqualify if the Bidder does not provide adequate and relevant information within 10 days on the post tender clarification sought by the purchaser.

5.3 Preliminary Examination

- (a) The Purchaser shall examine the Bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the Bids are generally in order.
- (b) Arithmetical errors shall be rectified on the following basis: If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If the bidder does not accept the correction of errors, its Bid shall be rejected. If there is a discrepancy between words and figures, the amount in words shall prevail.
- (c) Prior to the detailed evaluation, pursuant to the Evaluation and Comparison of Bids Clause, the Purchaser shall determine the substantial responsiveness of each Bid to the Bidding Documents. For purposes of these Clauses, a substantially responsive Bid is one, which conforms to all the terms and conditions of the Bidding Documents without material deviations. The Purchaser's determination of a Bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.
- (d) A Bid determined as not substantially responsive will be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the nonconformity.

5.4 Evaluation and Comparison of Bids

- (a) The Purchaser shall evaluate and compare the Bids previously determined to be substantially responsive, pursuant to the Preliminary Examination Clause.
- (b) Bids shall be evaluated on whole package wise and not item wise.
- (c) The Purchaser's evaluation of a Bid will take into account, in addition to the Bid price, the following factors, in the manner and to the extent indicated below.
 - (i) Whether the offer meets specification
 - (ii) delivery schedule offered in bid,
 - (iii) deviation in payment schedule and the Terms and Conditions from those specified in the Condition of Contract.,
 - (iv) availability and the cost of components, spare parts and special tools and services;
 - (v) cost of transportation, and other costs incidental to the delivery of the Goods to their final destination,
 - (vi) The quality of the products offered, as evident from the supporting literature/ catalog or sample provided.

Pursuant to the above para the following factors shall be considered during the Evaluation of Bids:

- (a) Nearest sales service,
- (b) Availability of spare parts,
- (c) Warranty period, (d) meets specification

5.5 Purchaser's Right to accept Any Bid and to Reject Any or All Bids

- (a) The Purchaser reserves the right to accept or reject any Bid without assigning any reason and to annul the bidding process and reject all Bids at any time prior to award of contract, without thereby incurring any liability to the affected bidder or any obligation to inform the affected bidder or bidders of the grounds for the Purchaser's action.
- (b) The Purchaser reserves the right to compare Bids on item-wise basis or as a total package. Consequently, in awarding the Contract for the Goods, the purchasers also reserves the right to make the award either to one bidder for all Goods, or to two or more bidders, on the basis of item-wise evaluation as deemed suitable by the Purchaser.

6.0 Award of Contract

6.1 Post Qualifications and Award

- (a) The Purchaser will determine to its satisfaction whether the bidder selected as having submitted the lowest-evaluated, responsive bid is qualified to satisfactorily perform the Contract.
- (b) The determination will take into account the bidder's financial, technical and production capabilities. It will be based upon an examination of the documentary evidence of the bidder's qualification submitted by the bidder as well as such other information as the Purchaser deems necessary and appropriate.
- (c) The Purchaser will award the Contract to the successful bidder whose bid has been determined to be lowest-evaluated, responsive Bid, provided further that the bidder is determined to be qualified to satisfactorily perform the contract.

6.2 Purchaser's Right to Vary Quantities at the Time of Award

- (a) The Purchaser reserves the right at the time of award of Contract to increase or decrease the quantities by up to twenty percent (20%) the quantity of Goods specified in the specifications, item wise or overall, without any change in price or other terms and conditions.
- (b) The purchaser also reserves the right to completely cancel some of the item(s) in the Bid if the offer by the Bidder is not found suitable to the purchaser or deemed expensive.

6.3 Notification of Award

- (a) The Purchaser will notify the successful bidder(s) in writing by registered letter, or by cable or telex to be confirmed in writing by registered letter, that its Bid has been accepted and on which basis Bid has been accepted.
- (b) The notification of award will constitute the formation of contract, until the Contract has been effected pursuant to Signing of Contract Clause.
- (c) Prior to the formal signing of the Contract the winning Bidders may be called for negotiation / clarification, wherever required, on the contract.

6.4 Signing of Contract

- (a) At the time of notification of award, the Purchaser will send the successful bidder the Contract Form provided in those Bidding Documents, incorporating all agreements between the parties.
- (b) Within **fifteen (15)** days of receipt of such Contract Form, the successful bidder shall sign and date the Contract and return it to the Purchaser, which shall be kept in the custody of the Purchaser.

Par B: Section – II

III. General Conditions of the Contract

1.0 Use of Contract Document and Information

The information and specifications available in this contract / Bidding Document are meant for guiding the Bidder in the process of Bidding and performance of the Contract. The bidders shall not use the document and the information for any other purposes.

The Original Bid Document duly signed and dated in all the pages shall be returned to the Purchaser along with the Bid.

2.0 Subcontracts

Sub contracting of the contract will not be permitted.

3.0 Inspection and Test

- (a) The Purchaser or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Specifications. The Special Conditions of Contract and/or the Specifications shall specify what inspections and tests the Purchaser requires and where they are to be conducted. The Purchaser shall notify the Supplier in writing of the identity of any representative/s retained for these purposes.
- (b) The inspections and tests shall be conducted at the Goods final destination. Where conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.
- (c) Should any inspected or tested Goods fail to conform to the Specifications, the Purchaser may reject them, and the Supplier shall either replace the rejected Goods or make all alterations necessary to meet the requirements of the Specifications, free of cost to the Purchaser.
- (d) The Purchaser's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival in the Purchaser's final destination shall in no way be limited or waived by reason of the Goods' having previously been inspected, tested and passed by the Purchaser or its representatives prior to the Goods' shipment from the country of origin. Test and Inspection at the Suppliers / Manufacturer's premises may be done to verify the suitability of the brand and workmanship
- (e) Whenever the supplier requires the purchaser to carry out the inspection and test necessary for approval of the sample at the supplier's premises, the supplier shall fully bear all the expenses incurred by the purchaser (purchaser's representative(s)) deputed for the purpose.
- (f) Nothing in this Clause shall in any way release the Supplier from any Warranty or other obligations under the Contract.

4.0 Patent Rights

The Supplier shall indemnify and hold the Purchaser harmless against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods or any part thereof.

5.0 Insurance

All Goods supplied under the Contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery, in the manner specified in the Special Conditions of Contract.

6.0 Extension of Suppliers Performance

- (a) Delivery of the Goods shall be made by the Supplier in accordance with the Contract Execution Schedule, pursuant to the Special Conditions of Contract.
- (b) The Supplier may claim extension of the time limits as set forth in the Contract Execution Schedule in case of:
 - (i) changes in the Goods ordered by the Purchaser,
 - (ii) delay of any materials, drawings or services which are to be provided by the Purchaser; services provided by the Purchaser shall be interpreted to include all approvals by the Purchaser under the Contract,
 - (iii) Force majeure,
 - (iv) delay in performance of work caused by orders issued by the Purchaser.

The Supplier shall demonstrate to the Purchaser's satisfaction that it has used its best endeavors to avoid overcome such causes for delay, and the parties will mutually agree upon remedies to mitigate or overcome such causes for delay.

7.0 Termination for Default

The Purchaser may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, terminate the Contract in whole or in part:

- (a) if the Supplier fails to deliver any or all of the Goods within the time period(s) specified in the Contract, or any extension thereof granted by the Purchaser,
- (b) if the Supplier fails to perform any other obligation(s) under the Contract, and
- (c) if the Supplier, in either of the above circumstances, does not cure its failure within a period of ten (10) calendar days (or such longer period as the Purchaser may authorize in writing) after receipt of a notice of default from the Purchaser specifying the nature of the default(s).

8.0 Termination for Insolvency

The Purchaser may at any time terminate the Contract by giving written notice to the Supplier, without compensation to the Supplier, if the Supplier becomes bankrupt or otherwise insolvent. Notwithstanding the above, such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Purchaser.

9.0 Termination for Convenience

- (a) The Purchaser may, by written notice sent to the Supplier, terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective.

- (b) The Goods that are complete and ready for shipment within thirty (30) days after the Supplier's receipt of notice of termination shall be purchased by the Purchaser at the Contract prices and on the other Contract terms. For the remaining Goods, the Purchaser may elect:
 - (i) to have any portion thereof completed and delivered at the Contract prices and on the other Contract terms, and/or
 - (ii) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and for the purpose of the Contract, together with a reasonable allowance for overhead and profit.

10.0 Resolution of Disputes

- (a) The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
- (b) If, after **thirty (30)** days from the commencement of such informal negotiations, the Purchaser and the Supplier have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution by arbitration by the mechanism described in the Special Conditions of Contract. The decision award shall be final and binding on the parties.

11.0 Applicable Law

The Contract shall be governed by and interpreted in accordance with the laws of the Purchaser's country, Kingdom of Bhutan.

12.0 Force Majeure

- (a) In the event that the Supplier or any of its subcontractors or the Purchaser is delayed in performing any of their respective obligations under the Contract, and such delay is caused by Force Majeure, including but not limited to war, Electrical insurrection, fires, floods, epidemics, earthquakes, quarantine restrictions and freight embargoes, such delay may be excused, and the period of such delay may be added to the time of performance of the obligation delayed.
- (b) 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 its 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.

13.0 Taxes and Duties

- (a) Supplier shall be entirely responsible for all taxes, stamp duties and other such levies imposed outside the Purchaser's country.
- (b) Supplier shall also include sales tax and custom duty of the Purchaser's Country. The cost in the bid document should be the net cost payable to the supplier including all taxes, duties and freight charges up to the final delivery point.
- (c) TDS (tax deduction at source) at the rate of 2 (two) percent or any rate as prescribed by the Royal Government of Bhutan, will be deducted from the suppliers bills at the time of releasing the payments.

Part B: Section III

III. Special Conditions of Contract

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract

1.0 Definition

- (a) "The Purchaser" is the President of College of Science and Technology, Phuentsholing Bhutan.
- (b) " The Purchaser's Representative" is the person(s) authorized by the Purchaser to issue instructions or information and to check, approve and accept the Supplier's work
- (c) "The Supplier(s)" is/are the winning Bidder(s).

2.0 Bid Security

- (a) The bidders shall furnish, as part of its Bid, a Bid Bond/Security lump sum of Nu.10000.00 (Ten thousand), in the currency of the Bid, in the form prescribed in “Annex - b” or any other acceptable form along with the Bid.
- (b) The bid security shall be denominated in the currency of the Bid. In general, the Bid Security shall be valid for a minimum of sixty (60) working days and shall be in one of the following forms:
 - (i) Bank guarantee
 - (ii) Demand Draft

In case of bank guarantee, the bid security shall be valid for 12 months.

- (c) Any Bid not secured in accordance with Clauses 2.0 (a) and 2.0 (b) above will be rejected by the Purchaser as non-responsive Bids.
- (d) The unsuccessful bidder's Bid security will be discharged / returned as promptly as possible upon finalization of the award of Contract, but in any event not later than thirty (30) working days after the expiry of the period of Bid validity prescribed by the Purchaser.
- (e) The successful bidder's Bid security will be discharged/returned upon the bidder's Signing of the Contract and furnishing the Performance Security.
- (f) The Bid Security may be forfeited:
 - (i) if a bidder withdraws its Bid during the period of bid validity specified by the bidder on the Bid form, or
 - (ii) in the case of a successful bidder, if the bidder fails,
 - a) to sign the Contract as specified in the Bid Document,
 - b) to furnish the performance security.

3.0 Performance Security

The bid bond shall be retained as Performance Security for any orders issued against this bid.

4.0 Payments

- (a) Payment for the supply and delivery of Goods shall be made only after the receipt of goods in full (including installation, testing and demonstration as required).
- (b) No advance payments shall be made by the purchaser to the supplier for executing the contract.

5.0 Delivery Site

The Delivery Site shall be the College of Science and Technology, Rinchending, Phuentsholing Bhutan.

The place is approximately 200 meters above mean sea level with winter minimum temperature of 15° C and summer temperature of maximum 40° C. The summer is fed by heavy monsoon, foggy and humid. The humidity remains around 90% during most of the year.

The equipment which is sensitive to humidity shall have high humidity resistance and shall withstand such climatic condition. The Bidders are to note this condition as one of the most important factor for the life of the equipment / tools proposed under the contract.

6.0 Contract Execution Schedule

The Schedule for the Supply shall be as follows:

- (a) Delivery (*including testing and demonstration*) shall be completed within **twenty (20)** days from the date of issue of supply order.
- (b) In case the supplier, upon the receipt of the purchase order, feels that the supply cannot be completed in the prescribed time, the suitable time extension necessary shall have to be requested along with the signing of the contract. Such request may be reviewed by the Purchaser at the time of signing the contract and acceptance / non-acceptance of such request shall be accordingly notified.

The Goods supplied shall be at Store of College of Science and Technology, Phuentsholing Bhutan.

The Bidders are required to specify the items to be packaged in different packages, if not a single package, and draw the schedule of supply at the time of bidding and review the same before signing the contract.

7.0 Invoices and Payments

The Supplier shall furnish to the Purchaser with the following documents:

- (a) Three (3) copies of the Supplier's invoice showing the description of the Goods, quantity, unit price(s) and total amount.
- (b) Three copies of suppliers challan showing the description of goods, quantity and unit price.
- (c) Inspection certificate issued by the Purchaser's Representative, if the site inspection carried out.
- (d) Supplier's quantity certificate.
- (e) Packing list.
- (f) Insurance certificate.
- (g) Bill of lading.
- (h) Test and calibration certificate confirming to international standard.

The above documents shall be received by the Purchaser at least one (1) week before arrival of the Goods at the Delivery Site and, if not received, the Supplier shall be responsible for any consequences arising there from.

8.0 Packing and Transportation

The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination as indicated in the Contract. The Packing shall be sufficient to withstand, without limitation, rough handling and exposure to salt and precipitation, extreme temperatures, during transit and open storage. Packing size and weights shall take into consideration, where appropriate, remoteness of the Goods' final destination and absence of heavy handling facilities.

The packing, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract and, subject to Change Orders in any subsequent instructions ordered by the Purchaser.

The Goods supplied shall be CIF College of Science and Technology, Phuentsholing, Bhutan, and the Supplier shall take into account all transportation, handling, and any other charges till the destination.

9.0 Delivery and Documents

The goods need to be delivered to the store office within the given time frame with the terms specified by the Purchaser. The Contract and the Goods shall remain at the risk of the Supplier until delivery has been completed. The Supplier shall deliver the Goods according to the following schedule:

Total quantity by the expiry of the Contract Period. Goods may be delivered in stages.

The Supplier, along with the Goods, shall furnish to the Purchaser all required documents, in original, such as instruction manual, service manual, operation manual, installation manual, schematic diagrams, Warranty certificate, Calibration curves, standard test results, etc, depending upon the requirement of the equipment supplied.

10.0 Liquidated Damage

Subject to Force Majeure, if the Supplier fails to deliver any or all of the Goods or perform the services within the time period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to **one (1%)** percent of the delayed Goods or unperformed services for each week of delay until actual delivery or performance, up to a maximum deduction of **ten (10)** per cent of the delayed Goods or services as per the Contract Price. Once the maximum is reached, the Purchaser may at its discretion rescind the Contract.

11.0 Insurance

All Goods supplied under the Contract shall be fully insured against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery. The supplier shall be responsible for all such incidents as above and only the items, which are in good conditions, after delivery shall be paid for.

12.0 Spare parts

The Supplier shall be obliged to supply any spare parts, consumable and rectify the defects that may arise during the usage of the items upon written request from the Purchaser for a minimum period of 5 (five) years after the expiry of warranty period, at the cost of purchaser. The supply of spare parts and rectification of defects shall be made within 30 days from the date of receipt of written request from the purchaser.

13.0 Licenses and Permits

- (a) The Purchaser shall obtain import licenses and permits required for the transport of Goods into the Purchaser's country, if required.
- (b) The Supplier shall be responsible for obtaining licenses or permits or any other legal documents outside the Purchaser's country if required for the transport of Goods.

14.0 Arbitration

Any dispute arising out of the Contract between the Supplier and the Purchaser shall be referred to the Office of the Vice Chancellor, Royal University of Bhutan, who shall appoint an arbitrating body to settle the dispute. The arbitration award shall be final and binding on the parties.

15.0 Price variation

No price variation shall be considered.

16.0 Errors

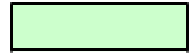
The Bidders/Suppliers shall bring to the notice of the Purchaser promptly any errors/mistakes/unclear items/ contradictions between the Bill of Quantity and the specifications if found in the Contract documents and shall obtain clarification in writing from the Purchaser before executing the work. The Purchaser shall not bear any responsibilities for such issues raised afterwards.

17.0 Samples

- (a) The bidders may submit samples of items they are bidding to prove the quality of their product,
- (b) The responsive/eligible bidder(s) may be required to produce the samples of items quoted for, if required by the purchaser, within 30 (thirty) days upon the written request of the purchaser,
- (c) The final purchase order shall be awarded upon the inspection & acceptance of the sample produced.

FORM AND PRICE SCHEDULE

[Bidder's Company Letterhead]



[Company's Ref No]

Date: -----

The President
College of Science and Technology

Post Box No 450
Phuentsholing Bhutan

Gentlemen,

Having examined the Bidding Documents for the above Contract including the specifications, the receipt of which is hereby duly acknowledged, we the undersigned, offer to supply and deliver the said goods in conformity with the said Bidding Documents, including Addenda No. (.....) for the sum of (.....) or such other sums as may be ascertained in accordance with the Price Schedules attached hereto and made part of this Bid.

We undertake, if our Bid is accepted in whole or in part, to complete delivery of services in the Contract in every respect within **Twenty (20)** days calculated from the date of issue or supply order and in accordance with the Contract Execution Schedule provided in the Conditions of Contract.

If our Bid is accepted, we will provide the performance security in the sum (.....) equal to 10 percent of the Contract price, for the due performance of the Contract.

We agree to abide by this Bid for the period of **twelve (12)** months from the date fixed for Bid closing and it shall remain binding upon us and may be accepted at any time before the expiry of that period.

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof in your Notification of Award, shall constitute a binding contract between us.

We understand that you are not bound to accept the lowest priced or any Bid that you may receive.

Date this day of 2025

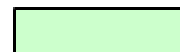
(Signature)

(in the capacity of)

Duly authorized to sign Bid for and on behalf of

(Signature of Witness)

Witness Address



Bid Security Form

WHEREAS..... (hereinafter called "the Bidder") has submitted its Bid dated.....for the supply of the Goods, Plumbing materials (hereinafter called "the Bid").

KNOW ALL MEN by these presents that WEof having our registered office at (hereinafter called "the Bank") are bound onto the President, College of Science and Technology, Phuentsholing (hereinafter called "Purchaser") in the sum of Nu. for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns, by these presents.

Sealed with the Common seal of the Bank thisday of..... 2025

THE CONDITIONS of this obligation are:

1. if the Bidder withdraws its Bid during the period of Bid validity specified by the Bidder on the Bid Form; or
2. if the Bidder, having been notified of the acceptance of its Bid by the Client during the period of Bid validity:
 - (a) fails or refuses to execute the Contract, when requested; or
 - (b) fails or refuses to furnish the Performance Security, in accordance with the Instructions to bidders;

We undertake to pay to the Purchaser up to the above amount, according to and upon receipt of, its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both of the two above-stated conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including **Twelve (12)** months from the date of Bid Closing and any demand in respect thereof should reach the Bank not later than such date.

(NAME OF BANK)

By

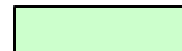
(Title)

Authorized Representative

(Signature of Witness)

Name of Witness

Address of Witness



Contract Form

THIS CONTRACT made on the Day month of 2025 between The President, College of

Science and Technology, Phuentsholing (hereinafter "the Purchaser") of the one part and,.....

.....
.....,

(hereinafter "the Supplier") of the other part.

WHEREAS the Purchaser is desirous that certain Goods be provided by the Supplier, as identified in the

Bill of Quantity of the Bidding Document (hereinafter "the Goods") and has accepted a Bid by the Supplier

for the provision of those Goods in the sum of Nu..... only,

(hereinafter "the Contract Price").

NOW THIS CONTRACT WITNESSETH AS FOLLOWS:

1. The Contract shall consist of this Contract Form and the following documents (already included in the tender document), and the exhibits, drawings, specifications and other documents referred to therein (hereinafter the "Contract documents") all of which by this reference are incorporated herein and made part hereof:

- (a) Notification of Award;
- (b) Bid Form and Price Schedule;
- (c) Special Conditions of Contract;
- (d) General Conditions of Contract; and
- (e) Specifications, all these are as per the tender document

This Contract sets forth the entire contract and agreement between the parties pertaining to the supply of the Goods described herein and supersedes any and all earlier verbal or written agreements pertaining to the supply of the Goods.

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.

2. 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 to remedy defects therein in conformity in all respects with the provisions of the Contract.

3. The Purchaser hereby covenants to pay the Supplier, in consideration of the provision of the Goods 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 manner prescribed by the contract.

4. Any notice under the Contract shall in the form of letter, telex or fax. Notices to either party shall be given at such address or addresses as such party shall specify from time to time by written notice to the other. In the absence of such notice to the contrary, notice to the Purchaser shall be properly addressed to:

Continued on
page 2

The President
College of Science and Technology
Post Box No 450
Phuentsholing Bhutan
Tel/+975 17161635 (Procurement Manager)

Email: chokizangmo.cst@rub.edu.bt

and notice to the Supplier shall be properly addressed to:

.....
.....
.....
.....

A notice shall be effective when delivered or on the notice's effective date, whichever is later.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed in accordance with their respective laws the day and year first above written.

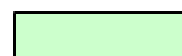
Signature for Purchaser.....

Signature for Supplier.....

Signed, Sealed and Delivered by the said (for the Purchaser) in the presence of

Signed, Sealed and Delivered by the said (For the Supplier) in the presence of

Performance Security Form



To: The President, College of Science and Technology, Phuentsholing Bhutan
WHEREAS

..... (Name of the Supplier)

hereinafter called "the Supplier", has undertaken to supply the good, educational equipment, in pursuance of Contract No. **CST/Store/ Stationary items /2025--2026/** dated 2025, hereinafter called "the Contract";

AND WHEREAS it has been stipulated by you in the Contract the Supplier shall furnish you with a Bank Guarantee by a recognized Bank for the sum specified therein as security for compliance with the Supplier's performance obligations in accordance with the contract;

AND WHEREAS we have agreed to give the Supplier a Guarantee; THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, up to a total of Nu..... and we undertake to pay you, upon your first written demand

declaring the Supplier to be in default under the Contract, and without cavil or argument, any sum or sums as specified by you, within the limit of (.....) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This Guarantee is valid for until day of, 2025.

(NAME OF GUARANTOR)

By

(Title)

Authorized Representative

Date:

Address:

Sl.No.	Name of Items with Specifications	Unit	Rate	Remarks
1	Arch file Ambassador Supreme	Per Dozen		Submit the sample
2	Ball Pen Cello Pointech	Per PC		
3	Ball Pen Metsubishi	Per PC		
4	Binder Clips 15mm	Per PC		
5	Binder Clips 19mm	Per PC		
6	Binder Clips 25mm	Per PC		
7	Binder Clips 32mm	Per PC		
8	Binder Clips 41mm	Per PC		
9	Binder Clips 51mm	Per PC		
10	Bound Register No. 40	Per PC		
11	Bound Register No.10	Per PC		
12	Bound Register No.20	Per PC		
13	Bound Register No.30	Per PC		
14	Brown tape 1"	Per PC		
15	Brown Tape 2"	Per PC		
16	Calculator	Per PC		Submit the Sample
17	Canvas Register No.2	Per PC		
18	Canvas Register No.6	Per PC		
19	Cello Tape 1"	Per PC		submit the sample
20	Cello Tape 1/2"	Per PC		submit the sample
21	Cello Tape 2"	Per PC		submit the sample
22	Cello tape 2" roll of 300 mtr transparent	Per PC		submit the sample
23	Cello Tape stand	Per PC		
24	Cloth Tape 1"	Per PC		
25	Cloth Tape 1 1/2"	Per PC		
26	Cloth Tape 2"	Per PC		
27	Correction pen	Per PC		
28	College Seal Self inking (Round)	Per PC		
29	College Seal Self inking (Flat)	Per PC		
30	Drawing Pin 13mm 75mgs	Per Pkt		
31	Drawing Sheek Color JK	Per PC		
32	Drawing Sheet While JK	Per PC		
33	Easer	Per PC		
34	Envelope A3 size Laminated	Per Pc		Submit the sample
35	Envelope A4 size Brown	Per Pc		Submit the sample
36	Envelope A4 size Laminated	Per PC		Submit the sample
37	Envelope Brown 10 x 4 pkt of 50 nos.	Per Pkt		Submit the sample
38	Envelope Brown 11 x 5 pkt of 50 nos.	Per Pkt		Submit the sample
39	Envelope Brown 9 x 4 pkt of 50 nos.	Per Pkt		Submit the sample
40	Envelope Legal size Brown	Per Pc		Submit the sample
41	Envelope Legal size Laminated	Per Pc		Submit the sample
42	FC Paper plain Best quality	Per Ream		Submit the sample
43	Flat file Ambassador Supreme	Per Dozen		Submit the sample
44	Flat file Cobra	Per Dozen		Submit the sample
45	Flip Chart Paper	Per Roll		
46	Glue Stick 36gm	Per PC		

47	Graph Book Neelgagan (sectional paper)	Per book		Submit the sample
48	Hi-Lighter (set of 5 nos of pen)	Per Pkt		
49	Ivory Board A4 size Neelgagan 25 sheet	Per Pkt		Submit the sample
50	James clip 26mm	Per Pkt		
51	James clip 35mm	Per Pkt		
52	James clip 50mm	Per Pkt		
53	James clip plastic coated	Per Pkt		
54	Masking Tape 1"	Per Roll		
55	Masking Tape 2"	Per Roll		
56	Page Marker	Per Pkt		
57	Paper Cutter Knife	Per PC		
58	Paper Pin Kores (T)	Per Pkt		
59	Parker Pen Best quality	Per PC		
60	Pen ADD jet	Per PC		
61	Pen Uni-ball	Per PC		
62	Pencil Carbon Paper Kores	Per Pkt		
63	Pencil HB	Per PC		
64	Permanent	Per PC		
65	Photocopy Paper A3size ream of 500 sheet JK Copier RED 80GSM	Per Ream		submit the sample
66	Photocopy Paper A4size Color ream of 500 sheet JK Copier RED 80GSM	Per Ream		submit the sample
67	Photocopy Paper A4size ream of 500 sheet JK Copier RED 80GSM	Per Ream		submit the sample
68	Photocopy Paper Legal size ream of 500 sheet JK Copier RED 80GSM	Per Ream		submit the sample
69	Pilot Pen Hi- Techpoint V5, V7	Per PC		
70	Plastic file A4 size L- type	Per PC		
71	Plastic file A4 size with sidebar	Per PC		
72	Plastic Office Tray three layer	Per set		
73	Plotter Paper for Designjet T520 36inch ePrinter	Per roll		
74	Post it pad 3"x2"	Per Pkt		
75	Post it pad 3"x3"	Per Pkt		
76	Post it pad 3"x4"	Per Pkt		
77	Post it pad 3"x5"	Per Pkt		
78	Punching Machine 3 hole punch Kangaro	Per PC		
79	Punching Machine DP-600 Kangaro	Per PC		
80	Punching Machine DP-800 Kangaro	Per PC		
81	Ring binder file A4 Neeraj Deluxe	Per Dozen		
82	Ring binder file A4 Smart	Per Dozen		
83	Ring binder file A4 Spaco	Per Dozen		-
84	Ring binder file A4 WORLDONE	Per Dozen		submit the sample
85	Rubber Band (Big) Best quality	Per Pkt		submit the sample
86	Scale 100cm Metal	Per PC		
87	Scale 30cm	Per PC		
88	Scissor Big with plastic handle Corporate	Per PC		
89	Scissor Medium with plastic handle Corporate	Per PC		

90	Scissor Small with plastic handle Corporate	Per PC		
91	Sharpener	Per PC		
92	Spiral Note pad 160 pages	Per PC		submit the sample
93	Stapker Machine No.10	Per PC		
94	Stapler Machine 24/6 Kangaro	Per PC		
95	Stapler Machine DS- 45L Kangaro	Per PC		
96	Stapler Machine HD 12S - 17 Kangaro	Per PC		
97	Stapler Pin 12/17 Kangaro	Per Pkt		
98	Stapler Pin 26/6 Kangaro	Per Pkt		
99	Stapler Pin No.10	Per Pkt		
100	Twin Thraed 1/20	Per Ball		
101	Twin Thraed 15/22	Per Ball		
102	Twin Thraed 9/20	Per Ball		
103	White Board marker Camlin	Per PC		Submit the sample
104	White Board marker Ink 15ml	Per PC		Submit the sample