**Procurement Terms of Reference (ToR)**

1. The firm must have a Valid Trade License, Tax Clearance Certificate and other supporting trade documents must be enclosed with Bid.
2. The rates quoted shall be CIF Bhutan Media Foundation, Thimphu, for the supply of all goods & services. Generally, the rates quoted shall be inclusive of all charges/levies/taxes which shall be borne by the goods & service provider.
3. The bid shall be accompanied by a bid security of Earnest Money Deposit (EMD) 2% of the total quoted rates in the form of cash warrant, demand draft or unconditional Bank Guarantee valid not less than 120 days from the date of bid submission. Any bid not accompanied by bid security shall be treated as non-responsive.
4. You will then be required to furnish 10% of the total quoted amount as a Performance Security Deposit before signing a contract with the Bhutan Media Foundation.
5. Where the successful bidder fails to carry out the contract, then BMF shall have the right to negotiate with the second lowest evaluated bidder to complete the work contract. If the successful bidder fails to carry out the contract due to an unjustifiable cause, the BMF shall forfeit the security deposit or invoke the performance bank guarantee.
6. All information, document, photos and data generated as a result of the execution of the job shall, at all time, remain the property of BMF. The firm shall not make or allow making an unauthorised copy, use, access or other utilisation of these materials commercially or otherwise, directly or indirectly, except as agreed to by the BMF. The firm shall also ensure complete confidentiality of the information and data provided to carry out the job.
7. The firm has to complete the job assigned within the joint agreement time and if the job is not completed within the stipulated time, a penalty of Nu. 0.1 per day shall be deducted from the bill up to 10% of the cost of the uncompleted job for each day will be imposed on the firm.
8. Under no circumstance shall the firm appoint any sub-contractor or sublease the contract to a third party. If violated this condition is violated, the contract shall be terminated.
9. The rates quoted shall be valid for a period of one year from the date of tender opening.
10. Goods & Services shall be completed within 60 days.
11. The performance security retained with BMF Office shall be refunded to the service provider concerned after the completion of supply of goods & services.
12. The warranty period shall remain valid for 12 months for any goods & services.
13. The decision of the Tender Committee shall be final and binding.
14. The rate quoted once will remain firm for that particular dealing.
15. It is not binding on BMF to accept the lowest bid.
16. TDS as applicable on the date of payment will be deducted from the actual bill submitted for payment.
17. The price accepted by the BMF Committee shall remain as final and no deviation from it will be accepted without the BMF’s agreement in writing.
18. In case of any dispute between the parties, the arbitration shall be at BMF.
19. The selected goods & service provider will have to complete the job as per terms of reference (ToR) specified above.
20. The BMF reserves the right to accept or reject any or all EoI without assigning any reason thereof.
21. Conditional offer/EoI submitted after the due date shall be rejected.
22. For any query, please contact # 02 331709/331705/17615643 during office hour.

**Criteria for evaluation**

This evaluation process consists of 2 stages. Only those firms that have passed the first technical evaluation stage will be considered for financial evaluation. During the first stage, participants' technical proposals are examined against the following evaluation criteria:

|  |  |  |
| --- | --- | --- |
| **No.** | **Evaluation criteria** | **Max points** |
| 1 | Background and registration of the organisation | 10 |
| 2 | Practical experience in research, particularly related to media use | 30 |
| 3 | The adequacy of research design and evaluation of findings | 30 |
| 4 | Qualifications (education, general qualifications, publications, articles) previous experience within or outside the company) and proof of employment of proposed staff(s) | 15 |
| 5 | Consistent project schedule | 5 |
|  | Total | 100 |

\*Please attach the List of your last main assignments performed by your company in the last three years. Please indicate: (i) Subject of assignment; (ii) Year; (iii) Customer with contact details (fax; phone; e-mail). The passing score for technical evaluation is 80 points. During the subsequent stage, financial proposals of only those participants who passed the technical evaluation will be reviewed.

**Award criteria, award of contract**

BMF reserves the right to accept or reject any proposal and to annul the solicitation process and reject all proposals at any time prior to award of the contract, without thereby incurring any liability to the affected organisation or any obligation to inform the affected organisation or organisations of the grounds for the action. The award of the contract to the qualified organisation whose proposal after being evaluated is considered to be the most responsive to the needs of the organisation and activity concerned.

Bidders shall be advised on the manner of submission of bids as follows:

**Evaluation and comparison of proposals**

A two-stage procedure is used in evaluating the proposals, with evaluation of the technical proposal being completed prior to any finance/budget proposal being opened and compared. The finance/budget proposal of the proposals will be opened only for submissions that passed the minimum technical score of 80% of the obtainable score points in the evaluation of the technical proposals.

The technical proposal is evaluated on the basis of its responsiveness to the Term of Reference (TOR).

In the Second Stage, the finance/budget proposal of all bidders, which have attained a minimum 80% score in the technical evaluation, will be compared. The contract will be awarded to the bidder offering the highest score using a cumulative analysis.

The bids shall be delivered by hand or by registered post in sealed envelopes to the appropriate addressee and shall be marked “Confidential”. A “sealed envelope” shall mean that:

* A bid shall be contained in an inner envelope sealed with adhesive or another sealant, which will prevent re-opening;
* The inner envelope shall be signed across the seal. The name of the bidder shall be written on the inner envelope.
* The inner envelope shall be placed inside a further outer envelope similarly sealed. On this outer envelope, only the addressee, the words “Confidential”, and any other relevant information in accordance with the bidding documents shall appear.

**Financial Strength of the applicant**

|  |  |  |
| --- | --- | --- |
| **Sl.No.** | **Annual turnover for the last 3 Calendar year** | **Turnover (Ngultrum)** |
| 1 | The calendar year (2018) |  |
| 2 | The calendar year (2017) |  |
| 3 | The calendar year ( 2016) |  |

\*As per the audited financial statement (Copy of documents)

**PROPOSAL SUBMISSION FORM**

Dear Sir/Madam,

Having examined the Solicitation Documents we, the undersigned, offer to undertake the job as per the TORs for the sum as may be ascertained in accordance with the Technical and Finance/ Budget Plan attached herewith and made part of this proposal.

We undertake, if our proposal is accepted, to commence and complete all activities specified in the contract within the time frame stipulated.

We agree to abide by this proposal for a period of 60 days from the date fixed for the opening of proposals in the Invitation for proposal, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

We understand that you are not bound to accept any proposal you may receive.

Dated this day: month: year:

Signature (In the Capacity of)

Duly authorized to sign proposal for and on behalf of

Please send only Annexure 1 (Technical Bid) and Annexure 2 (Financial Bid) in two separate envelops along with relevant documents.

**Technical BID (Annexure 1)**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Sl.No.** | **Particulars** | **Documents to be attached**  **Wherever applicable.** | | |
| **Yes** | **No.** | **Page No.** |
| 1 | Name, Address, email and telephone number of the Agency/firm/company. |  |  |  |
| 2 | Name, Designation and telephone no. of the authorized person. |  |  |  |
| 3 | Copy of Valid Trade License |  |  |  |
| 4 | Please enclose the list of permanent professional and no of the year of association with Organisation. |  |  |  |
| 5 | Tender Documents with seal & Sign by the bidder with  Acceptance of term of reference (ToR) of tender. |  |  |  |
| 6 | Proven practical experience in media literacy, media training, and media-related work (please attach proof) |  |  |  |
| 7 | Detail of similar assignment (Please attach a copy with sanction letter/ work order) |  |  |  |
| 8 | Tax Clearance Certificate (Please attach copy) |  |  |  |
| 10 | Proposed Work Plan and Approach |  |  |  |
| **Declaration:**  This is to certify that I/We before signing this job assignment have read and fully understood all the terms of reference contained in the document and undertake myself/ourselves to strictly abide by  them.    Signature of the officer with name, designation, seal and date | | | | |

**Financial Bid (Annexure 2)**

Please provide detail financial implication to the Organisation with a break-up.

All prices/rates quoted must be inclusive of all taxes.

The Finance/Budget Plan must provide a detailed cost breakdown. Provide separate figures for each functional grouping or category.

## Declaration:

## This is to certify that I/We before signing this job assignment have read and fully understood all the terms of reference (ToR) contained in the document and undertake myself/ourselves to strictly abide by them.

Signature of the firm with name, designation, seal and date

## Address:

## Executive Director

## Bhutan Media Foundation

## Lhado Lam, Thimphu

## Phone: 0975 02 331705, 331709