
STANDARD BIDDING DOCUMENT

Procurement of Goods

(For value up to Nu. 0.25 million)



**Royal Government of Bhutan
Ministry of Finance**

March 2011

Hospital Canteen Service

Preface

This Standard Bidding Document for the Procurement of Goods has been prepared by the Public Procurement Policy Division (PPPD), Ministry of Finance to be used for the Procurement of Goods through National Competitive Bidding in projects that are financed in whole or in part by the Royal Government of Bhutan (RGoB). It should be used in conjunction with the Procurement Rules and Regulations.

The instructions in italics and footnotes provided are for guidance and are not part of the document therefore it should be removed while preparing the bid document.

Those wishing to submit comments or questions on this Bidding Document or to obtain additional information on procurement can contact:

Public Procurement Policy Division
Ministry of Finance

Royal Government of Bhutan
pppd@mof.gov.bt
Telephone no. 00975 2 336962, fax no. 336961

Request for Quotation for Supply of Goods and service

[Running of District Hospital Canteen for FY 2018-2019]

Pemagatshel Dzongkhag

Invitation for Quotation (IFQ)

Project title: Running of Hospital canteen.

Contract Ref No. Hospital canteen FY 2017-2018.

To:

M/S.....

Dear Sir/Madam,

1. You are invited to submit your priced bid for the supply of the following items;
 - i) Fast Food Items.
 - ii) Soft Drinks and etc.
2. The bidder(s) **must quote for all the items under this invitation**. Price quotations will be evaluated for **all the items together and contract awarded to the firm offering the lowest evaluated total cost of all the items**.
3. The bidder(s) shall submit one original of the priced quotation with the Form of Bid and clearly marked **ORIGINAL**. In addition, the bidder(s) should also submit one copy marked as **COPY**. The quotation including all documents in the attached format should be sealed in an envelope as required by PRR 2009 clause 5.1.7.2 and addressed to and delivered at the following address.

**The Chairman,
Dzongkhag Tender Committee,
Pemagatshel**

Your quotation in the required format should be addressed and submitted to:

Dzongkhag Procurement section

Telephone: 07-471150

4. The deadline for receipt of your quotation(s) by the purchaser at the indicated address is **on 12th July 2018 before 10; 00 AM BST and will be opened on same day at 10:30 AM BST, 12th July 2018**.
5. The bid shall be accompanied by a bid security of **Nu.25,000 twenty-five thousand only** in the form of cash warrant, demand draft or unconditional Bank Guarantee valid **till 24th September 2018** any bid not accompanied by bid security shall be treated as non-responsive.
6. Quotation by fax or by electronic means **(are not)** acceptable.

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7. The quotation should be submitted as per the following instructions and in accordance with the attached Contract. The attached **Terms and Conditions of Supply is an integral part of the Contract.**
- a) PRICE: all prices shall be quoted in Ngultrum. The quoted price shall be inclusive of all related costs including taxes, duties and other levies to the final place of delivery (Hospital canteen).
 - b) EVALUATION OF QUOTATION: offers determined to be substantially responsive will be evaluated by comparison of their quoted prices. In evaluating the quotations, the purchaser will determine for each quotation the evaluated price by adjusting the priced quotation by making any correction for any arithmetical errors as follows;
 - (i) Where there is a discrepancy between amounts in figures and in words, the amount in words will govern;
 - (ii) where there is discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted shall govern unless in the opinion of the Employer there is an obviously gross misplacement of the decimal point in the unit rate, in which case the line item total as quoted shall govern, and the unit rate shall be corrected.
 - (iii) If the supplier refuses to accept the correction, this quotation will be rejected and the bid security shall be forfeited.
 - c) AWARD OF PURCHASE ORDER: the award will be made to the bidder who is offering the lowest evaluated price that meets the specifications. The successful bidder will sign a contract as per attached form of contract and terms and conditions of supply.
 - d) VALIDITY OF THE OFFERS: your quotation(s) shall be valid for a period of one year from the deadline for receipt of quotation.
8. Further information can be obtained from: *Dzongkhag Procurement Section.*
9. The quotation(s) will be opened in the presence of bidders or their representatives who choose to attend at the specified venue and time.
- 10. The Purchaser is not bound to accept the lowest bid and reserves the right to accept or reject any or all the bids without assigning any reason whatsoever.**
11. The bidder whose bid is accepted will be notified of the award of contract by the Purchaser prior to expiration of the quotation validity period. The terms of the accepted offer shall be incorporated.
12. After the award Hospital Management Committee (HMC) will manage and look after the performance and satisfactory of the canteen and has reserve right for necessary action.
13. The applicant must own valid Canteen/ Restaurant licence and she will be not allowed to sublet to any other party without consulting the HMC.
14. HMC upon the Dietician's recommendation shall manage the canteen.
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15. Charging of rate beyond quoted shall not be allowed to any costumer and any dispute shall be resolved by the HMC in written.
 16. The HMC may warn in written and may terminated the contract upon letter by serving one month notice if found violation on agreement.
 17. Damage of government structure in the name of canteen shall be bear by the canteen operator.
 18. The monthly rental charge of NU: 2000 (two Thousand) shall be deposited by the canteen operator latest by 10th of every month to Dzongkhag Revenue office.
 19. Electricity and water charges shall be paid by the canteen operator as per consumption.
 20. The HMC will monitor the hygienic of the foods and cleanliness of the canteen.
 21. The administration and HMC shall not be responsible for any recovery of credit (sell on cash payment basis)
 22. The timing of canteen will be observed from 7:00 AM till 8: PM accepts for Sundays and Gov. Holidays.
 23. The winning bidder shall deposit **performance security of Nu; 30,000** (Thirty thousand in the form of cash warrant/ Demand daft addressed to Chairman, Dzongkhag Tender Committee, Pemagatshel Dzongkhag Adm.
 - 24. Sale of DOMA, ALCOHOL and BEVERAGE is prohibited in the canteen. If caught, the canteen owner must pay the fine on double cost of commodity.**

**Schedule of items Priced quotation
(BoQ)**

Slnno	Items	Rate for 1-10 heads	Rate for 11-30	Rate for 31-50	Rate for 51 above heads
1.	Rice, 2 meat items, 1 mushroom dates, 1 vegetable items, jaju, dal, salad/ eazy (per head)				
2.	Rice, 1 meat items, 1 any dates, 1 vegetable items, dal/jaju, salad/ eazy				
3.	Milk tea (medium cup)				
4.	Milk tea(small cup)				
5.	Suju tra (medium cup)				
6.	Suju tea (small cup)				
7.	Plain tea (medium cup)				
8.	Coffee (Meduim cup)				
9.	Coffee (Small cup)				
10.	Veg with cheese momo 5 pcs				
11.	Somosa 5 pcs				
12.	Puri 5 pcs				

13.	Veg fried rice per plate				
14.	Koka with egg per plate				
15.	Plain koka				
16.	Maggi with egg				
17.	Plain maggi				
18.	Shamdrey per plate				
19.	Mineral water 1 ltr				
20.	Miniral water half liter				
21.	Bathub with paneer				
22.	Bathub with boneless meat				
23.	Milk 1 ltr				
24.	Fry cheese with egg				
25.	Pure cheese fry				

Documents required to be submitted as part of the Quotation

The original and copies of quotation submitted by the supplier shall comprise the following:

- (a) A duly completed and signed priced quotation as per the Schedule of Items and the Priced Quotation.
- (b) A valid Trade License¹;
- (c) A valid Tax Clearance Certificate;
- (d) The required bid security

Contract Agreement

The successful Bidder shall fill in this form in accordance with the instructions indicate

THIS CONTRACT AGREEMENT made on the *[insert number]* day of *[insert month]*, *[insert year]*,

BETWEEN

- (1) *[insert complete name of Purchaser]*, a *[insert description of type of legal entity, for example, an agency of the Ministry of of the Government of Bhutan, or corporation incorporated under the laws of Bhutan]* and having its principal place of business at *[insert address of Purchaser]* (hereinafter called "the Purchaser"), and
- (2) *[insert name of Supplier]*, a corporation incorporated under the laws of *[insert: country of Supplier]* and having its principal place of business at *[insert: address of Supplier]* (hereinafter called "the Supplier").

WHEREAS the Purchaser invited Bids for certain Goods and ancillary services, viz., *[insert brief description of Goods and Services]* and has accepted a Bid by the Supplier for the supply of those Goods

¹ The non submission of historical (b & c) documents should not become rejection criteria and should be given one chance to the bidder(s) to submit.

and Services in the sum of *[insert Contract Price in words and figures, expressed in the Contract currency/ies]* (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESS AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2. The following documents shall constitute the Contract between the Purchaser and the Supplier, and each shall be read and construed as an integral part of the Contract, viz.:

- (a) This Contract Agreement;
- (b) Terms and Conditions;
- (c) Technical Requirements.
- (e) The Supplier's Bid and original Price Schedules;
- (f) The Purchaser's Notification of Award of Contract;
- (g) The form of Performance Security;
- (h) The form of Bank Guarantee for Advance Payment;

3. 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.

4. 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 Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

5. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Related 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.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of Bhutan on the day, month and year indicated above.

For and on behalf of the Purchaser

Signed: *[insert signature]*
in the capacity of *[insert title or other appropriate designation]*

in the presence of *[insert signature]*
[insert identification of official witness]

For and on behalf of the Supplier

Signed: *[insert signature of authorized representative(s) of the Supplier]*
in the capacity of *[insert title or other appropriate designation]*

in the presence of *[insert signature]*
[insert identification of official witness]

Performance Security

[The bank, as requested by the successful Bidder, shall fill in this form in accordance with the instructions indicated]

Date: *[insert date (as day, month, and year) of Bid submission]*
IFB No. and title: *[insert no. and title of bidding process]*

Bank's Branch or Office: *[insert complete name of Guarantor]*

Beneficiary: *[insert complete name of Purchaser]*

PERFORMANCE GUARANTEE No.: *[insert Performance Guarantee number]*

We have been informed that *[insert complete name of Supplier]* (hereinafter called "the Supplier") has entered into Contract No. *[insert number]* dated *[insert day and month]*, *[insert year]* with you, for the supply of *[description of Goods and related Services]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a Performance Guarantee is required.

At the request of the Supplier, we hereby irrevocably undertake to pay you any sum(s) not exceeding *[insert amount(s)² in figures and words]* upon receipt by us of your first demand in writing declaring the Supplier to be in default under the Contract, without cavil or argument, or you needing to prove or to show grounds or reasons for your demand or the sum specified therein.

² The Bank shall insert the amount(s) specified in the SCC and denominated, as specified in the SCC, either in the currency(ies) of the Contract or a freely convertible currency acceptable to the Purchaser.

This Guarantee shall expire no later than the *[insert number]* day of *[insert month]* *[insert year]*,³ and any demand for payment under it must be received by us at this office on or before that date. We agree to a one-time extension of this Guarantee for a period not to exceed *[six months]* *[one year]*, in response to the Purchaser's written request for such extension, such request to be presented to us before the expiry of the Guarantee.

[signatures of authorized representatives of the bank and the Supplier]

³ Date established in accordance with Clause 19.4 of the General Conditions of Contract ("GCC"). The Purchaser should note that in the event of an extension of the time to perform the Contract, the Purchaser would need to request an extension of this Guarantee from the Bank. Such request must be in writing and must be made prior to the expiration date established in the Guarantee.

Bank Guarantee for Advance Payment

[The bank, as requested by the successful Bidder, shall fill in this form in accordance with the instructions indicated.]

Date: *[insert date (as day, month, and year) of Bid submission]*
IFB No. and title: *[insert number and title of bidding process]*

[bank's letterhead]

Beneficiary: *[insert legal name and address of Purchaser]*

ADVANCE PAYMENT GUARANTEE No.: *[insert Advance Payment Guarantee no.]*

We, *[insert legal name and address of bank]*, have been informed that *[insert complete name and address of Supplier]* (hereinafter called "the Supplier") has entered into Contract No. *[insert number]* dated *[insert date of Contract]* with you, for the supply of *[insert types of Goods to be delivered]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance payment is to be made against an advance payment guarantee.

At the request of the Supplier, we hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[insert amount(s) in figures and words]* upon receipt by us of your first demand in writing declaring that the Supplier is in breach of its obligation under the Contract because the Supplier used the advance payment for purposes other than toward delivery of the Goods.

It is a condition for any claim and payment under this Guarantee to be made that the advance payment referred to above must have been received by the Supplier in its account *[insert number and domicile of the account]*

This Guarantee shall remain valid and in full effect from the date of the advance payment received by the Supplier under the Contract until *[insert date⁴]*. We agree to a one-time extension of this Guarantee for a period not to exceed *[six months][one year]*, in response to the Purchaser's written request for such extension, such request to be presented to us before the expiry of the Guarantee.

[signature(s) of authorized representative(s) of the bank]

⁴ Insert the Delivery date stipulated in the Contract Delivery Schedule. The Purchaser should note that in the event of an extension of the time to perform the Contract, the Purchaser would need to request an extension of this Guarantee from the bank. Such request must be in writing and must be made prior to the expiration date established in the Guarantee