
STANDARD BIDDING DOCUMENT

Procurement of Goods



**Royal Government of Bhutan
Dzongkhag Administration, Trashiyangtse**

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
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Telephone no. 00975 2 336962, fax no. 336961

Invitation for Bids (IFB)

Rendering of Canteen services, Trashiyangtse Dzongkhag

1. This Invitation for Bids follows the General Procurement Notice vide yangdzong/procu-NIT(01)/2018-2019/5274 which appeared in BBS and Kuensel dated 18th June, 2018 till 20th June, 2018.
2. The **Dzongkhag Administration Trashiyangtse** now invites sealed Bids from eligible and qualified Bidders for **the Dzong Canteen services**.
3. Bidding will be conducted through the Open Tender procedures specified in the RGoB Procurement Rules and Regulations, and are open to all Eligible Bidders as defined in Section V of the Bidding Documents¹.
4. Interested eligible Bidders may obtain further information from **Dzongkhag Procurement Officer, Dzongkhag Administration Trashiyangtse** and inspect the Bidding Documents at the address given below from 9:00 am to 5:00 pm during office hours.
5. Qualification requirements include: **Particular License Holder**. A margin of 5% preference for local bidders will be applied.
6. A complete set of Bidding Documents in **English** may be purchased by interested Bidders on the submission of a written application to the address below and upon payment of a non refundable fee of Nu.350. The method of payment will be **Cash**.
7. Bids must be delivered to the address below at or before **10:30 am, 18th July 2018** Electronic bidding [*“shall not”*] be permitted. Late Bids will be rejected. Bids will be opened physically in the presence of the Bidders’ representatives who choose to attend in person at **10:00am on 23rd July, 2018**.
8. All Bids shall be accompanied by a Bid Security of **Nu. 8,000/-**
9. The address(es) referred to above is: **Dasho Dzongdag, Dzongkhag administration Trashiyangtse**.

¹ Occasionally, contracts may be financed out of special funds that would restrict eligibility to a particular group of countries. When this is the case, it should be mentioned in this paragraph

Request for Quotation for Supply of Canteen services services

Supplier's Name:

Telephone No:

Mobile No:

Fax No:

E-mail Address:

(Signature of Supplier)

[Purchaser to use normal Letter Headed format]

Date:

Invitation for Quotation (IFQ)

To:

Dear Sir/Madam,

1. You are invited to submit your priced bid for the supply of the following items;
i) **Canteen services**

[Information on technical specifications and required quantities are attached]

2. . The bidder(s) must quote for all the items under this invitation. Price quotations will be evaluated for all the items and contract awarded to the firm offering the lowest evaluated total cost of all the Items or the Dzongkhag Tender Awarding committee reserves the right to award to lowest evaluated cost on Items that the Dzongkhag needs and orders most.
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 :

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

Dasho Dzongdag

Dzongkhag Administration

Trashiyangtse

Telephone: 04-781100

Fax: 04-781135

4. The deadline for receipt of your quotation(s) by the purchaser at the indicated address is 05:00 pm of 18th July 2018.

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5. The bid shall be accompanied by a bid security of Nu. 8000/- in the form of cash warrant, demand draft or unconditional Bank Guarantee valid till 18th October 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
 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. The final place of delivery is Dzongkhag administration, Trashiyangtse.
 - b) EVALUATION OF QUOTATION: offers determined to be substantially responsive to the technical specifications 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 60 days
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8. Further information can be obtained from:
Procurement Officer, Dzongkhag administration,
Trashiyangtse
9. The Dzongkhag Administration Trashiyangtse has a budget allocation for the entertainments and celebrations and wishes to apply some of that allocation for the purchase of services for which this Request for Quotation is issued.
10. The quotation(s) will be opened in the presence of bidders or their representatives who choose to attend at the specified venue and time.
11. 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.
12. 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 in the supply order (sample form attached).
13. The successful bidder will be asked to deposit the performance security of Nu.20, 000/-. The performance security will be returned at the end of the contract period after adjustment of dues if any.

Signature of Supplier	Supplier's Official Stamp
Name of Supplier	
Date	

Documents required to be submitted as part of the Quotation

The original and *copy(ies)* 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 License²;
- (c) A valid Tax Clearance Certificate;
- (d) The required bid security

Terms and Conditions for the Supply of Goods and Payment.

The Terms and Conditions hereinafter may only be varied with the written agreement of the Purchaser and no terms and conditions put forward at any time by the Supplier shall form any part of the Contract.

1. Payment of the Invoice shall be arranged by the Purchaser, within thirty (30) days upon submission of original Invoice and TPN number, against the actual Canteen services rendered listed in the Purchase Order.
2. The quoted price shall include all taxes, duties, insurance and any other costs involved and nothing extra shall be paid.
3. The Purchaser may, by written notice, terminate the Purchase Order (or Contract if applicable) in whole or in part at any time for its convenience:
 - a. if the Supplier fails to perform any other Terms and conditions specified with the Purchase Order, or exceeds the maximum amount of liquidated damages.
 - b. if the Supplier fails to perform any other obligation(s) under the Purchase Order, or
 - c. if the Supplier does not take any remedial action in next service after receipt of a notice of default from the Purchaser specifying the nature of the default(s), or
 - d. if the Supplier, in the judgment of the Purchaser, has engaged in any corrupt or fraudulent practices in competing for or in executing the tasks under this Purchase Order.

[Purchaser to use normal Letter Head format]

² 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.

Contract Agreement

[The successful Bidder shall fill in this form in accordance with the instructions indicated]

THIS CONTRACT AGREEMENT made 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 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 WITNESSETH 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 (including Schedule of Supply and Technical Specifications);
 - (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;
 - (i) *[insert here any other document(s) forming part of the Contract]*
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)]*³ *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.

This Guarantee shall expire no later than the *[insert number]* day of *[insert month]* *[insert year]*,⁴ 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 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.

⁴ 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 date⁵]*. 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]

⁵ 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

Canteen Services FOR FY 2018-2019

Sl. No	Item / Description			
		Unit	Rate in figure	Rate in words
Lunch Menu				
1.	Rice, one meat item and one vegetable, dal	Plate		
2.	Rice with one vegetable and dal	Plate		
3.	Vegetable Fried Rice	Plate		
REFRESHMENTS and snack/fast foods				
4.	Mineral Water (1000ml) per bottle	Bottle		
5.	Mineral Water (500ml) per bottle	Bottle		
6.	Roti (Chapatti)	Plate(5 Pcs)		
7.	Puri	Plate(5 pcs		
8.	Koka Noodle	Plate(1 pkt)		
9.	Maggi Noodle	Plate(1 Pkt)		
10.	Koka Noodle with Egg	Plate(1 pkt+ 1 no egg)		
11.	Maggi Noodle with Egg	Plate(1 pkt+ 1 no egg)		
12.	Boiled Egg	Piece		
13.	Egg Scramble	Piece		

14.	Egg pouch	Piece		
15.	Aloo dum(potato	Plate		
16.	Chowmin	Plate		
17.	Chana(chick pea)	Plate		
18.	Tea	Cup		
19.	Suja (butter)	Cup		
20.	Mango Juice	Bottle		
21.	Apple Juice	Bottle		
22.	Shamdey	Cup		
23.	Drese	Cup		
24.	Coffee	Cup		
25.	Lemon Tea	Cup		
26.	Chinta (Herbal Tea)	Cup		
27.	Cheese momo	Plate(5 pcs)		
28.	Pork momo	Plate(5 Pcs)		
29.	Beef momo	Plate(5 pcs)		

Terms and Conditions

1. The contract shall be initially for a period of one year (Framework) and may be extended for a further period at the discretion of DTC management on the same terms and conditions or with some addition/deletion/ modification. Contract may be extended for another one year if the supplier gets a score of more than 85% while conducting questionnaires survey from the Dzongkhag Staff.
2. The winning hotel will be notified of the contract and will have to sign the contract of one year with the purchaser within one month from the issuance of notification of award of contract by furnishing 10% of contract amount as a Performance security valid for one year.
3. The Canteen must be maintained hygienic and routine checking shall be done by BAFRA.
4. No escalation in rates on any account will be entertained during the contract period.
5. The Winning bidder will be provided canteen space for free of charge. However, the Electricity charges and water charges have to be borne by the winning firm. Crockery items and catering items have to be arranged by the firm.
6. Complaints received from the staff on the quality of food will be viewed seriously and penalty will be levied in such cases as deemed by DTC.
7. The firm has to provide tea/coffee/snacks on desk on demand from Dzongkhag employees.
8. The Contractor will have to keep the canteen open from 8:00 a.m. to 6:00 p.m. from Monday to Friday. If need to be opened on holidays, Dzongkhag Administration shall inform in advance. The firm shall not be allowed to transfer, assign, pledge or sub-contract its rights and liabilities under this contract to any other agency without prior written consent of Dzongkhag Administration.
9. The sale of all illegal products and Liquor is prohibited.
10. The winning bidder shall be liable for any damages to the structural parts of canteen.
11. The licensed premises shall not be used for stocking or keeping articles other than those needed for use in the canteen nor shall be made or permit to be made any structural additions and alterations to the same without written sanction of the Administration.