STANDARD BIDDING DOCUMENT

Procurement of Goods



Royal Government of Bhutan Ministry of Finance

FY 2019-2020

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 <u>pppd@mof.gov.bt</u> Telephone no. 00975 2 336962, fax no. 336961

Request for Quotation for catering services for Financial Year 2019-2020

Date:

Invitation for Quotation (IFQ)

Project title: Catering Services for the FY 2019-2020 Source of Funding: RGoB Contract Ref: MoF/Sec/Pro/**107**

Dear Sir/Madam,

1. You are invited to submit your priced bid for the supply of the following item; Catering Services for the FY 2019-2020

[Information on technical specifications and required quantities are attached]

- 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 bid.
- 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:

Procurement Officer, Directorate of Services

Ministry of Finance

Telephone: 02-327763

- The deadline for receipt of your quotation(s) by the purchaser at the indicated address is on or before 8th August 2019, 10:00am and will be opened on same day at 10:30am.
- The bid shall be accompanied by a bid security of Nu.8, 000 in the form of cash warrant, demand draft or unconditional Bank Guarantee valid till 8st November 2019. Any bid not accompanied by bid security shall be treated as non responsive.

- 6. Quotations by fax or by electronic means are **not** acceptable.
- 7. Bidders have to fill up the menu forms in original provided by the Ministry without using extra forms or sheets.
- 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/services to the final place of delivery. The final place of delivery is Departments under Ministry of Finance
 - b) EVALUATION OF QUOTATION: offers determined to be substantially responsive to the requirement 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 requirement. 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 from the deadline for receipt of quotation(s).

- 9. Further information can be obtained from: Procurement Section, DoS, MoF.
- 10. The *Ministry of Finance* has a budget allocation for hospitality and entertainment, meetings & seminars and wishes to apply some of those allocations for the purchase of catering services for which this Request for Quotation is issued.
- 11. The quotation(s) will be opened in the presence of bidders or their representatives who choose to attend at the specified venue and time.
- 12. 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.
- 13. 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).
- 14. Payment will be made on submitting the bills/ invoice after completion of each activity.
- 15. The successful bidder will be asked to cater refreshment and meals for the official meeting, workshop/seminar/training, conducted by Departments under the Ministry.

Schedule of Items and Priced Quotation (bid form)

Schedule of items is attached

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 License¹;
- (c) A valid Tax Clearance Certificate;
- (d) The required bid security and
- (e) Any other requirements specified in this document

Terms and Conditions for the Supply of Goods and Payment.

The Terms and Conditions hereinafter may only be varied with the written agreement between the Purchaser and the catering firm.

- The winning bidder shall be required to submit a performance security of Nu.30, 000 in the form of cash warrant, demand draft or unconditional Bank Guarantee issued by a financial institution located in Bhutan, which shall be furnished upon signing the contract. Performance security shall be valid till the end of financial year.
- 2. The catering services shall be rendered as per the dates mentioned in Service order.
- 3. 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 quantities served as listed in the Purchase Order.
- 4. The quoted price shall include all taxes, duties, insurance, and any other costs/services involved and nothing extra shall be paid.
- 5. 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.
 - b. if the Supplier does not take any remedial action in next services after receipt of a notice of default from the Purchaser specifying the nature of the default(s), or

 $^{^{1}}$ 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.

- c. 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; and
- 6. If the successful bidder fails to deliver the services required for a particular activity, the security deposit shall be used to cover the cost difference of services availed from other firms.

PURCHASE ORDER FOR THE SUPPLY OF GOODS

Purchase Order No:	Purchase Order Date:						
From: [name and address of Purchaser]	[Contact person, Telephone Number Fax Number e-mail address]						
To: [name and address of the Supplier]	[Contact person, Telephone Number Fax Number e-mail address supplier reference]						
Delivery date:							
Delivery terms:							

The *[insert name of procuring agency]* has accepted your Quotation dated *[insert date]* for the supply of Goods as listed below and request you to supply the goods within the delivery date stated above, in the quantities and units and on these Terms and Conditions. For convenience a copy of your signed quotation is attached.

	ORDER ITEMS										
ltem No	Description	Supplier Ref	Unit Price	Qty	Total Price						

In acceptance of this Purchase Order you are requested to sign below, at which time the Contract shall become legally binding upon both parties. You are also requested to confirm that you will be supplying the goods within the Delivery date mentioned above.

For the Purchaser:	For the Supplier:
Signature	Signature
Print Name	Print name
Designation	Designation
Date	Date

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 covenant 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.

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]

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.

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.

			Quot	ation for	FY 2019	-2020						
			1 Rate	2 Rate	3 Rate	4 Rate	5 Rate	6 Rate	7 Rate	8 Rate for	9 Rate for	10 Rate for
SI. No	Item Descriptions	Unit	for 01-10 heads	for 11-15 heads	for 16-20 heads	for 21-25 heads	for 26- 30 heads	for 31-35 heads	for 36- 40 heads	41-45 heads	46-50 heads	50 above heads
1	Rice, 3 Meat Items, 2 Veg items, Jaju/Dal, Salad/Ezay & Naan/Fresh Fruits	per head										
2	Rice, 2 Meat Items, 2 Veg items, Jaju/Dal, Salad/Ezay & Naan/Fresh Fruits	per head										
3	Simple Lunch: Rice, 1 Meat Item, 1 Veg item, Jaju/Dal, Salad/Ezay	per head										
	TOTAL											
4	Mineral Water Big (1000ml)	bottle										
5	Mineral Water Small (500ml)	bottle										
6	Теа	single cup										
7	Suja	single cup										
8	Теа	Double Cup										
9	Suja	Double Cup										
10	Shamdey	Сир										
11	Dresee	Сир										
12	Coffee	single cup										
13	Lemon Tea	single cup										
14	Chingta (Herbal Tea)	single cup										
15	Cake (Assorted)	3 pcs										
16	Fruit cake	3 Pcs										

	1		1				
17	Pasteries	3 pcs					
18	Assorted biscuits	5 pcs					
19	Vegetable spring roll	3 pcs					
20	Cheese stick	3 pcs					
21	Potato cutlet	small plate					
22	Cheese sand witch	small plate					
23	Tuna Sand witch	small plate					
24	Ham sand witch	small plate					
25	Vegetable momo	5 pcs					
26	Vegetable Cutlet	small plate					
27	Cheese momo	5 pcs					
28	French Fried	plate(Small)					
29	Beef momo	5 pcs					
30	Panner Pakora	3 pcs					
31	Veg. Burger	per pc					
32	Fruits (3 types of fruits cut in pieces with 2 pcs each in a plate)	per plate					
33	Non-Veg Burger	per pc					