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STANDARD BIDDING DOCUMENT

# Procurement of Goods



**Royal Government of Bhutan  
Ministry of Finance**

**March 2011**

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## 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](mailto:pppd@mof.gov.bt)  
Telephone no. 00975 2 336962, fax no. 336961

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**Request for Quotation for catering services for Financial Year 2017-  
2018**

**Invitation for Quotation (IFQ)**

Project title:RGoB

Source of Funding:RGoB

Contract Ref: MoF/PRO/MFS/2017

Dear Sir/Madam,

1. You are invited to submit your priced bid for the supply of the following items;

- i) **Catering services for Financial Year 2017-2018.**

*[Information on menu are attached]*

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.

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

**Asst.Procurement Officer  
Procurement Section  
Administrative and Finance Division  
Ministry of Finance**

**Telephone: 322529**

**Fax: 333741**

4. The deadline for receipt of your quotation(s) by the purchaser at the indicated address is **29<sup>th</sup> May, 2017, before 11 am and will be opened on the same day at 11:30 am.**
5. The bid shall be accompanied by a bid security of **Nu. 20,000/-** in the form of cash warrant, demand draft or unconditional Bank Guarantee valid till **60 days** Any bid not accompanied by bid security shall be treated as non responsive.

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6. Quotation 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.**
  8. 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.
    - 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 **one year from the date of award of contract** from the deadline for receipt of quotation(s).
  9. Further information can be obtained from: ***Procurement Section, AFD, MoF***
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10. **The Ministry of Finance** has a budget allocation for the mentioned purposes and wishes to apply some of that allocation for the said purpose 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 up on submitting the bills/ invoice after completion of each activity.**
  15. **The successful bidder will be asked to cater refreshment, lunch for the official meeting, workshop/seminar/training, conducted by Departments and Ministry in Thimphu.**

(Jigme Namgyel)  
**HeadAFD**

**Schedule of Items and Priced Quotation (bid form)**

Sl	Item	Description & Details (minimum specifications of goods to be supplied)	Unit	Qty	Unit Rate (Nu.)	Total Amount (Nu.)
1		List of Menu attached				
2		Catering services				
3						
4						
5						
6						
7						
8						
		<b>Sub-Total for Supply of Goods</b>				
		<b>Total Amount for Supply of Goods to Purchaser (including all types of cost)</b>				
		Goods to be supplied to [ <i>Destination of Goods</i> ]				

Total Amount in Nu. (in words)	
Delivery period	<b><i>As per the date, time and place indicated in the work order.</i></b>

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

*[The Supplier may attach copies of relevant brochures/catalogue for the goods to be supplied, which will give sufficient information to carry out effective evaluation]*

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**Technical Specification of the Goods Required**

SI	Item	Specification
1		List attached

Signature of Supplier	Supplier's 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 License<sup>1</sup>;
- (c) A valid Tax Clearance Certificate;
- (d) The required bid security
- (e) Technical Specification of the Goods to be supplied; and
- (f) Any other requirements specified in this document

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<sup>1</sup> 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.



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## Terms and Conditions

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. The Bid security of **Nu.20,000.00 (Twenty Thousand)** only of the successful bidder will be retained with the Ministry as performance security deposit. Performance security shall be valid till the end of contract period and will be returned after the end of contract period.
2. 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 supplied quantities of goods as listed in the Purchase Order.
3. The quoted price shall include any other costs involved and nothing extra shall be paid.
4. The Purchaser may, by written notice, terminate the contract agreement in whole at any time for its convenience:
  - a. If the Supplier fails to perform any other Terms and conditions specified with the contract agreement, or exceed the maximum amount of liquidated damages.
  - b. if the Supplier fails to perform any other obligation(s) under the contract agreement, or
  - c. if the Supplier does not take any remedial action within a period of (7) seven calendar days 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 contract agreement; and
5. If the successful bidder fails to deliver the services required for a particular activity. The security deposit shall be used to cover the cost of services rendered from others.
6. The purchaser may render any services (catering) from the open market in case the supplier fails to deliver the services within the stipulated time and release the difference amount between the quoted price & market price from the security deposit.

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# 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]*

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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:  
in the capacity of *Chief Administrative Officer, AFD*

in the presence of  
*Procurement Section*

For and on behalf of the Supplier

Signed:  
in the capacity of *Owner*

in the presence of  
*witness*

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## 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)<sup>2</sup> 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]*,<sup>3</sup> 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]*

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## 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 date<sup>4</sup>]*. 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.

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

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