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STANDARD BIDDING DOCUMENT

# Procurement of Goods



**Royal Government of Bhutan  
Dzongkhag Administration  
BUMTHANG**

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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:

**Dzongkhag Administration  
Bumthang: Bhutan  
Telephone No#+975-6-631605**

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**Request for Quotation:**

**Package Identification- Operation of  
Dzongkhag Canteen Services for the  
Fiscal Year 2018-2019**

**Procuring Agency:**

**DZONGKHAG ADMINISTRATION  
BUMTHANG**

4<sup>th</sup> August, 2018**Invitation for Quotation (IFQ)**

Project title: **Operating of Dzongkhag Canteen services for the fiscal year 2018-2019**

Source of Funding: **Royal Government of Bhutan (RGoB)**

Contract Ref:

Dear Sir/Madam,

1. You are invited to submit your priced bid for the:  
**Operation of Dzongkhag Canteen Services for the fiscal year 2018-2019  
on framework contract basis**

*(Information on **Canteen Rental Form** is attached separately)*

2. The bidder(s) must quote for **monthly rental basis** under this invitation. Price quotations will be **evaluated as per the evaluation criteria as furnished below.**
  - a) Bid will be evaluated based on whoever has quoted highest rental charges per month.
  - b) The Dzongkhag Tender Committee will decide in case if the same bidders quote same rental charges looking upon the capacity of the bidders in terms of manpower employed, availability of kitchen utensils and past experiences.
  - c) The contract will be awarded to the bidders who have quoted highest monthly rental.
  - d) The bid shall not have price schedule instead the Canteen Rental Form which bidder can fill it.
  - e) The rate for any items can be decided by the canteen operator based on their business strategy.
  - f) The Dzongkhag Tender Committee decision will be final & binding.

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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 bids shall be delivered in seal envelopes to the appropriate addressee and shall be marked "Confidential". A "sealed envelope" shall mean that:
- i. A bid shall be contained in an inner envelope sealed with adhesive or other sealant, which will prevent re-opening;
  - ii. The inner envelope shall be signed across the seal. The name of the bidder shall be written on the inner envelope.
  - iii. The inner envelope shall be placed inside a further outer envelope similarly sealed. On this outer envelope, only the addressee, the word "Confidential", and any other relevant information in accordance with the bidding documents shall appear.
4. Your quotation in the required format should be addressed and submitted to:
- Chairperson  
Dzongkhag Tender Committee  
Bumthang.**
5. The deadline for receipt of your quotation(s) by the purchaser at the indicated address is **16<sup>th</sup> August, 2018, on or before 10:00 AM (Bhutan Time) and will be opened on the same date at 11:00 AM (Bhutan Time) at the Dasho Dzongrab's Chamber.**
6. The bid shall be accompanied by a lump sum bid security of **Nu. 30,000.00 (Ngultrum: Thirty Thousand) only** in the form of Unconditional Guarantee issued by a reputed financial institutions or Cash Warrant or Demand Draft Account Payee addressing **Chairman, Dzongkhag Tender Committee, Dzongkhag Administration, Bumthang** for a validity period of **60** days. Any bid not accompanied by bid security shall be treated as non-responsive to Invitation for Quotation and will be rejected without seeking further explanation.

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7. Quotation by fax or by electronic means **is not** acceptable.
  8. **Bidders have to fill up the Price Schedule Forms in the original sheet provided by the Dzongkhag Administration without using extra forms or sheets.**
  9. 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 until the end of the contract period.
    - 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 price 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 rental charges price that meets the specifications. The successful bidder will sign a contract as per attached form of contract and terms and conditions of supply.

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d) **VALIDITY OF THE OFFERS:** your quotation(s) shall be valid for a period of **one year** from the deadline for receipt of quotation(s). **However, the rates will be valid only for the period till the contract end.**

10. Further information can be obtained from: **Dzongkhag Procurement Office, Dzongkhag Administration, Bumthang.**
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. The **Power of Attorney** letter shall be asked if the representatives other than the legal owner attend the bid opening.
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 bid validity period. The terms of the accepted offer shall be incorporated in the supply order (sample form attached).
14. The lump sum amount of **Nu. 30,000.00 (Ngultrum: Thirty Thousand) only** shall be retained as security deposit with the Dzongkhag Administration and paid at the end of the contract period. The validity of security deposit should be one year.

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

Bidders have to fill up the Bid Forms in original provided by the Dzongkhag Procurement Office without using extra forms or sheets.

Contract Duration	<b><i>One Year from the date of contact signing agreement</i></b>
Warranty Provided	.....N/A.....

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

***Note:***

***Contract duration is extendable at the discretion of the Administration***

***The Evaluation and the comparison of the rates shall be based on the sum total of the whole package. You are required to quote the rates for all the items under this package. If you fail to quote for any of the given item (s), your bid shall be considered non-compliance to the bidding instructions and will be rejected without seeking further explanation/information.***

**Specification of the Services Required**

SI	Item	Specifications
1	Operation of Dzongkhag Canteen Services on framework contract basis for the year 2018-2019.	1. Refer Terms & Condition of the Catering Services.
Signature of Supplier:		Supplier's Stamp
Name of Supplier:		
Date:		

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## 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 **(Rental Form)**;
- (b) A copy of valid Trade License;
- (c) A copy of valid Tax Clearance Certificate;
- (d) The Original Bid security
- (e) Evidence of past work experience/certificate
- (f) Power of attorney letter if the bid is signed other than the proprietor himself/herself to ensure legality of the bidding process.
- (g) Any other requirements specified in this document

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## Terms and Conditions for Catering Services.

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 Supplier shall be required to submit a lump sum amount of Nu. 30,000.00 (Ngultrum: Fifty Thousand) only as a security deposit to the Dzongkhag Administration, Bumthang in the form of cash warrant, demand draft or unconditional Bank Guarantee issued by a financial institution located in Bhutan, which shall be furnished before signing the contract agreement. The performance security deposit shall be valid for one year.
2. The canteen should open between 8:00 AM-5:00 PM (Bhutan Time) during summer timings and 8:00 AM-4:00 PM during winter timings.
3. Timing should be strictly followed by the canteen Service Provider.
4. The rate should be applied as per the arrangement drawn between the procuring agency and supplier.
5. The Dzongkhag Canteen shall not cater in any official gathering except for personal demand from the employees of this Dzongkhag Administration.
6. The services should be carried out all the time as per the demand of the concerned officials from the Dzongkhag Administration.
7. The canteen surrounding should be kept clean by the proprietor with proper dumping of the wastes and garbage.
8. The canteen should not remain closed during the working days without the consensus of the Dzongkhag Administration. During the weekend and government holidays, the canteen should be kept closed unless the Dzongkhag Administration approves to open it on urgent basis.
9. The service provider shall deposit a sum of Nu. ***(Refer an agreement drawn between procuring agency & the supplier)*** on or before fifth day of every month as a Rental Charges to the Dzongkhag Accounts Section, failing to which the penalty of 0.01% each day of delay to a maximum of 10% of the rent in a week shall be applied. If the service provider fails to pay the rent for a three consecutive months the Performance Security of Nu. 30,000.00 (Ngultrum: Thirty Thousand) only shall be forfeited and terminate the contract accordingly.
10. All the utility bills pertaining to electricity, water and telephone charges shall be borne by the canteen proprietor only.

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11. The Dzongkhag Tender Committee (DTC) will monitor the hygiene and services to the customers from time to time.
  12. The sale of ALCOHOL, TOBACCO or other Psychopathic substances is prohibited and if found violating, the matter will be dealt seriously by the DTC as per the appropriate Laws of the Kingdom of Bhutan.
  13. Enough man-power has to be mobilized by the canteen operator and should be wearing the formal dress within office premises.
  14. A notification to vacate the apartment will be served before two months or if the owner intends to leave the canteen must give a notice two month before hand.
  15. A proper handing taking note will be produced in presence of the committee upon taking and before leaving the canteen service.
  16. The preferences to operate the canteen will be awarded only to the license holder.
  17. The canteen operator has to be vigilant on safety and fire hazards.
  18. Take care of all the canteen properties, in case of damage or loss of properties have to be replaced immediately, failure in which may result to adjust from EMD.
  19. No furniture are allowed to move from canteen for unofficial use.
  20. The canteen operator has to mobilize other necessary items required for canteen.
  21. Any issue arising due to unhygienic serving of food shall be responsible of the canteen operator, and shall be dealt as per the law of the land.
  22. The Dzongkhag Tender Committee's decision on any matter shall be final and binding.

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**CANTEEN RENTAL FORM TO BE FILLED BY THE BIDDERS**

<b>SI No.</b>	<b>Rent per Month</b>	<b>Rent Per Annum</b>	<b>Remarks</b>

*Note: Overwriting rate will result in rejection of the bid without any information to the bidders.*

**Name of the Bidder:** .....

**Address:** .....

**Contact Number:**.....

**Mail Address:** .....

**(Seal & Sign of the Proprietor)**

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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

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- (1) Dzongkhag Administration, Bumthang, a Government of Bhutan, and having its principal place of business at Bumthang (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); (**List of items**)
  - (e) The Original Supplier’s Bid Bid security
  - (f) The Purchaser’s Notification of Award of Contract;
  - (g) The form of Performance Security;
  - (h) *[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.

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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.....

in the presence of .....  
*in the capacity of*.....

For and on behalf of the Supplier

Signed: .....  
in the capacity of.....

in the presence of.....  
*Witness*.....

### **Bid Security (Bank Guarantee)**

*[The Bank shall fill in this Bank Guarantee Form in accordance with the instructions indicated.]*

\_\_\_\_\_  
*[insert Bank's Name, and Address of Issuing Branch or Office]*

**Beneficiary:** \_\_\_\_\_ *[Name and Address of Purchaser]*

**Date:** \_\_\_\_\_

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**BID GUARANTEE No.:** \_\_\_\_\_

We have been informed that *[insert name of the Bidder]* (hereinafter called "the Bidder") has submitted to you its Bid dated (hereinafter called "the Bid") for the execution of *[insert name of Contract]* under Invitation for Bids No. *[insert IFB number]* ("the IFB").

Furthermore, we understand that, according to your conditions, Bids must be supported by a Bid Guarantee.

At the request of the Bidder, we *[insert name of Bank]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[insert amount in figures]* (*[insert amount in words]*) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the Bid conditions, because the Bidder:

- (a) has withdrawn its Bid during the period of Bid validity specified by the Bidder in the Form of Bid; or
- (b) having been notified of the acceptance of its Bid by the Purchaser during the period of Bid validity, (i) fails or refuses to execute the Contract Form; or (ii) fails or refuses to furnish the Performance Security, if required, in accordance with the Instructions to Bidders.

This guarantee will expire: (a) if the Bidder is the successful Bidder, upon our receipt of copies of the contract signed by the Bidder and the Performance Security issued to you upon the instruction of the Bidder; or (b) if the Bidder is not the successful Bidder, upon the earlier of (i) our receipt of a copy of your notification to the Bidder of the name of the successful Bidder; or (ii) twenty-eight days after the expiration of the Bidder's Bid.

Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

\_\_\_\_\_  
*[signature(s)]*

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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>1</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>2</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]*