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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- Dzongkhag Catering Services the Fiscal Year 2019- 2020**

## **Procuring Agency:**

**DZONGKHAG ADMINISTRATION  
BUMTHANG**

15<sup>th</sup> July 2019.**Invitation for Quotation (IFQ)**

Project title: **Operating of Dzongkhag Catering services for the fiscal year 2019-2020**

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

Contract Ref:

Dear Sir/Madam,

1. You are invited to submit your priced bid for the:  
**Dzongkhag Catering Services for the fiscal year 2019-2020 on framework contract basis.**

*(Information on items are attached separately)*

2. The bidder(s) must quote for **all the lot items** under this invitation. Price quotations will be **evaluated as per the evaluation criteria as furnished below.**
  - a) Bid will be evaluated on the lot and physical inspection score basis. The final score will be combined with the information based on their financial bid obtained the overall price preference – financial score as given below:  
 **$90 \times (\text{Lowest quoted bid among qualifying bids}) / \text{Financial bid quoted by } x + 10\% \text{ of the Physical Inspection Score of } x.$**
  - b) All the items in the lot should be quoted and failing to do so shall be treated as free.
  - c) The lot is categorised into food item, curry item, tea & snacks, and drinks as prescribed in the price schedule.
  - d) The contract will be awarded to the bidders who have quoted the lowest for a lot.
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

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- 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 **22<sup>nd</sup> July, 2019, on or before 2:00 PM (Bhutan Time) and will be opened on the same date at 2:30 PM (Bhutan Time) at the Dasho Dzongrab’s Chamber.**
6. The bid shall be accompanied by a lump sum bid security of **Nu. 50,000.00 (Ngultrum: Fifty 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.
7. Quotation by fax or by electronic means **is not** acceptable.

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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 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(s).

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**However, the rates of the items 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. 50,000.00 (Ngultrum: Fifty 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 Catering Services on framework contract basis for the year 2019-2020. | 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 **(Item 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. 50,000.00 (Ngultrum: Fifty Thousand) only as a security deposit to the Dzongkhag Administration, Bumthang in the form of **cash warrant and demand draft** which shall be furnished before signing the contract agreement. The performance security deposit shall be valid for one year.
2. The restaurant should have minimum of 30 heads sitting capacity.
3. The restaurant should have standard catering utensils such as buffet set, standard plate, cup & mug, flask, tray, dining table, dewan, sofa, chogdom & plastic chairs for every catering events whenever required.
4. The Dzongkhag Tender Committee team will verify all the sitting space, serving utensils, cleanliness of the kitchen and restaurant before the contract award.
5. The contract duration shall be for the period of one year.
6. The catering shall arrange their own transportation vehicle.
7. The catering should strictly adhere to the punctuality ie.30 minutes before the time, promptness in services and proper dress code of the staff members while delivering the services.
8. For every catering services there shall be feedback system. The three consecutive negative feedback shall result to termination of the contract & forfeiture of EMD.
9. During the big occasion, the procuring agency shall inform the required number of heads for serving the public.
10. The catering shall not remain closed without prior consensus and approval from the head of the Agency.
11. Special attention and due care should be given to VVIP catering as desired by the Dzongkhag Administration.
12. Any item left empty in the price schedule shall be considered as free.
13. Any issue arising due to unhygienic serving of food shall be responsible of the caterer, and shall be dealt as per the law of the land.
14. ***The rate quoted for each items shall be inclusive of service and any other charges.***
15. Transportation charges beyond 10km shall be admissible 10% of the total bill amount. No transportation charges shall be admissible if pool vehicle is been used.

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16. The bidder for catering shall have been functioning for at least two years at the time of bidding.
  17. Adequate parking space for at least 10 cars.
  18. The Dzongkhag Tender Committee shall physically inspect anytime without consenting to the bidders as per the Physical Inspection Score Sheet **Annexure - I** during the evaluation of the bid.
  19. The Dzongkhag Tender Committee's decision on any matter shall be final and binding.

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## Annexure – I

### Physical Inspection Score Sheet Sample

The DTC shall visit anytime to the restaurant without the consent to the bidders during the time of evaluation.

| Sl No. | Mandatory required item   | Out of (50) | Remarks   |
|--------|---|-------------|---|
| 1      | Sitting capacity for 30 heads   |             | <b><u>Rating: Out of 10</u></b><br>1-10 = 2<br>11-20 = 4<br>21-30 = 6<br>30 above = 10  |
| 2      | Standard Catering Utensil<br>1. Buffet set – Min.1 set (Main)<br>2. Sofa Set - (Single sitter-2 nos, Double sitter – 6 nos) - 2 sets (Main)<br>3. Chodrom – Min.5 nos (Main)<br>4. Dewan – Min.5 nos (Main)<br>5. Dining table – Min.10 nos (Main)<br>6. Standard plate – Min.50 nos (Main)<br>7. Plastic chair – Min.50 nos<br>8. Flask-Min.5 nos (Main)<br>9. Cup – Min.50 nos<br>11. Mug – Min.50 nos<br>12. Serving Tray- Min.5 nos<br>13. Spoon – Min.50 nos<br>14. Fork – Min.50 nos<br>15. Water glass – Min.50 nos<br>16. Juice glass – Min.50 nos<br>17. Food Container large – Min.5 nos<br>18. Plastic Table – Min.5 nos<br>19. <i>Other items which are not included but available shall be given plus point.</i> |             | <b><u>Rating: Out of 20</u></b><br><br><b><u>Main</u></b><br>1-5 = 6<br>5 above = 10<br><br><b><u>Minor</u></b><br>1 – 6 = 6<br>7 above = 10<br>Other items available = 2 |
| 3      | Transportation vehicle excluding two wheeler ( <i>Rating will be based on vehicle registered in the name of bidder</i> )  |             | <b><u>Rating: Out of 10</u></b><br>1-2 = 4<br>3-5 = 8<br>5 above = 10   |
| 4      | Establishment year of restaurant ( <i>rating will base on registration documents issued by Department of Trade</i> )  |             | <b><u>Rating: Out of 5</u></b><br>0-1 = 2<br>2 above = 5  |
| 5      | Parking lot for at least 10 cars ( <i>Parking space must be legally owned by bidder</i> )   |             | <b><u>Rating: Out of 5</u></b><br>1-5 = 2<br>6-10 = 5   |

|  |                    |  |  |
|--|--------------------|--|--|
|  | <b>Total Score</b> |  |  |
|--|--------------------|--|--|

**PRICE SCHEDULE FOR CATERING SERVICES 2019-2020.**

| <b>LOT 1: FOOD ITEMS</b> |  |             |              |                |
|--------------------------|--|-------------|--------------|----------------|
| <b>SL.NO</b>             | <b>Particulars</b>                     | <b>Unit</b> | <b>Price</b> | <b>Remarks</b> |
| 1                        | Bhutanese Rice (White)                 | Per Plate   |              |                |
| 2                        | Bhutanese Rice (Red)                   | Per Plate   |              |                |
| 3                        | Imported Rice (Any brand Best Quality) | Per Plate   |              |                |
| 4                        | Kholay                                 | Per Pec     |              |                |
| 5                        | Plain Puta                             | Per Plate   |              |                |
| 6                        | Egg Puta                               | Per Plate   |              |                |
| 7                        | Jangbali                               | Per Plate   |              |                |
| 8                        | Mixed Fried Rice                       | Per Plate   |              |                |
| 9                        | Egg Fried Rice                         | Per Plate   |              |                |
| 10                       | Beef Fried Rice                        | Per Plate   |              |                |
| 11                       | Pork Fried Rice                        | Per Plate   |              |                |
| 12                       | Chicken Fried Rice                     | Per Plate   |              |                |
| 13                       | Plain Butter Fried Rice                | Per Plate   |              |                |
| 14                       | Veg. Fried Rice                        | Per Plate   |              |                |
| 15                       | Suka Roti                              | Per Pec     |              |                |
| 16                       | Alo Paratha                            | Per Pec     |              |                |
| 17                       | Butter Nan                             | Per Pec     |              |                |
| 18                       | Puri                                   | Per Pec     |              |                |
|                          | <b>Total Price for Lot 1</b>           |             |              |                |

| LOT 2: CURRY ITEMS |  |           |       |         |
|--------------------|--|-----------|-------|---------|
| SL.NO              | Particulars  | Unit      | Price | Remarks |
| 1                  | Pork Sikam Paa L 3" x Thick- 1/2" (3 piece with mixed vegetable)       | Per Plate |       |         |
| 2                  | Pork Fresh Paa L 3" x Thick- 1/2" (3 piece with mixed vegetable)       | Per Plate |       |         |
| 3                  | Beef Shakam Paa -L 3" x Thick- 1/2" with 3 pieces with mixed vegetable | Per Plate |       |         |
| 4                  | Beef fresh Paa -L 3" x Thick- 1/2" with 3 pieces with mixed vegetable  | Per Plate |       |         |
| 5                  | Pork Maru without bone   | Per Bowl  |       |         |
| 6                  | Pork Maru with bone  | Per Bowl  |       |         |
| 7                  | Beef Maru without bone   | Per Bowl  |       |         |
| 8                  | Beef Maru with bone  | Per Bowl  |       |         |
| 9                  | Beef Shakam Dasi   | Per Bowl  |       |         |
| 10                 | Dry Beef Paa L 3" x Thick- 1/2"  | Per Plate |       |         |
| 11                 | Liver Fry  | Per Plate |       |         |
| 12                 | Chicken curry  | Per Plate |       |         |
| 13                 | Fish fried curry with 3 full round slice                               | Per Bowl  |       |         |
| 14                 | Dried Fish Paa & with Red Chili (5 pec)                                | Per Plate |       |         |
| 15                 | Wet Fish Curry   | Per plate |       |         |
| 16                 | Wet Fish Fried   | Per Pec   |       |         |
| 17                 | Gep Paa (Stomach)  | Per Plate |       |         |
| 18                 | Kangchung Maru   | Per Plate |       |         |
| 19                 | Kow Paa (Skin)   | Per Plate |       |         |
| 20                 | Kow Curry  | Per Plate |       |         |
| 21                 | White dry chili with dry beef  | Per Plate |       |         |

|    |  |           |  |  |
|----|--|-----------|--|--|
| 22 | Red dry chili with cheese & dry beef   | Per Plate |  |  |
| 23 | Chicken Chili                          | Per Plate |  |  |
| 24 | Pork Chili                             | Per Plate |  |  |
| 25 | Beef Chili                             | Per Plate |  |  |
| 26 | Egg curry with red chili (Egg Maru)    | Per Plate |  |  |
| 27 | Boiled Fried Egg curry                 | Per Plate |  |  |
| 28 | Boiled egg                             | Per Pec   |  |  |
| 29 | Fried Boiled Egg                       | Per Pec   |  |  |
| 30 | Egg Omelet                             | Per Pec   |  |  |
| 31 | Egg Pouch                              | Per Plate |  |  |
| 32 | Pure Datshi Magye                      | Per Head  |  |  |
| 33 | Datshi Magye with Green Chili          | Per Head  |  |  |
| 34 | Mixed Vegetable                        | Per Head  |  |  |
| 35 | Ema Datsi (Bhutanese Dry Red Chili)    | Per Plate |  |  |
| 36 | Ema Datsi ( Bhutanese White Dry Chili) | Per Plate |  |  |
| 37 | Ema Datsi (Bhutanese green)            | Per Plate |  |  |
| 38 | Ema Datsi ( Indian Green)              | Per Plate |  |  |
| 39 | Kewa Datshi                            | Per Plate |  |  |
| 40 | Fried Mixed Vegetable                  | Per Plate |  |  |
| 41 | Motor Panner                           | Per Plate |  |  |
| 42 | Tin Mush Room Ema Datsi                | Per Plate |  |  |
| 43 | Local Mushroom Ema Datsi               | Per Plate |  |  |
| 44 | Alo Dam                                | Per Plate |  |  |
| 45 | Patsa Jaju                             | Per head  |  |  |



|    |                              |          |  |  |
|----|------------------------------|----------|--|--|
| 46 | Sag Jaju                     | Per head |  |  |
| 47 | Damru Jaju                   | Per head |  |  |
| 48 | Plain Dal                    | Per Cup  |  |  |
| 49 | Fried Dal                    | Per Cup  |  |  |
| 50 | Mixed Green Salad            | Per Bowl |  |  |
| 51 | Ezay                         | Per Head |  |  |
|    | <b>Total Price for Lot 2</b> |          |  |  |

### LOT 3: TEA & SNACKS

| SL.NO | Particulars                          | Unit     | Price | Remarks |
|-------|--------------------------------------|----------|-------|---------|
| 1     | Bhutanese Suja (Standard Double Mug) | Per Mug  |       |         |
| 2     | Kremetop Suja (Standard Double Mug)  | Per Mug  |       |         |
| 3     | Milk Tea (Standard Double Mug)       | Per Mug  |       |         |
| 4     | Black Tea (Standard Double Mug)      | Per Mug  |       |         |
| 5     | Lemon Tea (Standard Double Mug)      | Per Mug  |       |         |
| 6     | Green Tea (Standard Double Mug)      | Per Mug  |       |         |
| 7     | Milk Coffee (Standard Double Mug)    | Per Mug  |       |         |
| 8     | Black Coffee (Standard Double Mug)   | Per Mug  |       |         |
| 9     | Zaw Magay                            | Per Head |       |         |
| 10    | Shamdrey (Veg.)                      | Per Cup  |       |         |
| 11    | Shamdrey (Beef)                      | Per Cup  |       |         |
| 12    | Daysi                                | Per Cup  |       |         |
| 13    | Khabzey                              | Per Pkt  |       |         |
| 14    | Gayza Seb                            | Per Pkt  |       |         |
| 15    | Tin Biscuits                         | Per Tin  |       |         |
| 16    | Gooday Biscuits                      | Per Pkt  |       |         |

|    |  |            |  |  |
|----|--|------------|--|--|
| 17 | Cream Cracker                                  | Per Pkt    |  |  |
| 18 | Cheese Momo with eazy (5 pcs standard size)    | Per Plate  |  |  |
| 19 | Beef Momo with eazy (5 pcs standard size)      | Per plate  |  |  |
| 20 | Pork Momo with eazy (5 pcs standard size)      | Per Plate  |  |  |
| 21 | Veg. Momo with eazy (5 pcs with standard size) | Per Plate  |  |  |
| 22 | Peanut Fry                                     | Per Plate  |  |  |
| 23 | Cup Cake                                       | Per Pec    |  |  |
| 24 | Bread Burn                                     | Per Pkt    |  |  |
| 25 | Jam  | Per Bottle |  |  |
| 26 | Dem  | Per /spoon |  |  |
| 27 | Drizang  | Per /spoon |  |  |
| 28 | French Fry                                     | Per Plate  |  |  |
| 29 | Somosa   | Per Pec    |  |  |
| 30 | Papad  | Per Pec    |  |  |
|    | <b>Total Price for Lot 3</b>                   |            |  |  |

| <b>LOT 4: JUICE/COLD DRINKS</b> |                    |             |              |                |
|---------------------------------|--------------------|-------------|--------------|----------------|
| <b>SL.NO</b>                    | <b>Particulars</b> | <b>Unit</b> | <b>Price</b> | <b>Remarks</b> |
| 1                               | Appy Juice         | Per Pec     |              |                |
| 2                               | Appy Jiuice        | Tray        |              |                |
| 3                               | Jumpy Juice        | Per Pec     |              |                |
| 4                               | Jumpy Juice        | Tray        |              |                |
| 5                               | Frooti Juice       | Per Pec     |              |                |
| 6                               | Frooti Juice       | Tray        |              |                |
| 7                               | Litchi Juice       | Per Pec     |              |                |
| 8                               | Litchi Juice       | Tray        |              |                |

|    |                              |            |  |  |
|----|------------------------------|------------|--|--|
| 9  | Mineral water 1000ML (Big)   | Per Bottle |  |  |
| 10 | Mineral water 1000ML (Big)   | Case       |  |  |
| 11 | Mineral water 500ml (Small)  | Per Bottle |  |  |
| 13 | Mineral water 500ml (Small)  | Case       |  |  |
|    | <b>Total Price for Lot 4</b> |            |  |  |

| <b>LOT 5: NOODLES &amp; THUKPA</b> |                               |             |              |                |
|------------------------------------|-------------------------------|-------------|--------------|----------------|
| <b>SL.NO</b>                       | <b>Particulars</b>            | <b>Unit</b> | <b>Price</b> | <b>Remarks</b> |
| 1                                  | Plain Koka                    | Per Plate   |              |                |
| 2                                  | Egg Koka                      | Per Plate   |              |                |
| 3                                  | Fried Koka                    | Per Plate   |              |                |
| 4                                  | Plain Maggi                   | Per Plate   |              |                |
| 5                                  | Egg Maggi                     | Per Plate   |              |                |
| 6                                  | Ba Thub (Plain)               | Per Plate   |              |                |
| 7                                  | Beef Bathub                   | Per Plate   |              |                |
| 8                                  | Pork Bathub                   | Per Plate   |              |                |
| 9                                  | Veg. Bathub                   | Per Plate   |              |                |
| 10                                 | Rice Thukpa (Plain)           | Per Plate   |              |                |
| 11                                 | Rice Thukpa (Beef with bones) | Per Plate   |              |                |
| 12                                 | Rice Thukpa (Pork with bones) | Per Plate   |              |                |
| 13                                 | Rice Thukpa (Paneer)          | Per Plate   |              |                |
| 14                                 | Noodles Thukpa                | Per Plate   |              |                |
|                                    | <b>Total Price for Lot 5</b>  |             |              |                |

|  |            |
|--|------------|
| <b>Total Price for Lot 1 + 2 + 3 + 4 + 5</b> | <b>Nu.</b> |
|--|------------|

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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) 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]*

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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.....

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

For and on behalf of the Supplier

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

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

**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.

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*[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]*

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