STANDARD BIDDING DOCUMENT

Procurement of Goods



Royal Government of Bhutan Ministry of Health

Gedu Hospital Chhukha Dzongkhag

Bidding Document for Catering for FY 2021-2022

Name of Firm/Supplier:

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.

Those wishing to submit comments or questions on this Bidding Document or to obtain additional information on procurement can contact:

Dy. Chief Administrative Officer Gedu Hospital Ministry of Health Royal Government of Bhutan Telephone no: 05-282037

Request for Quotation for Supply of Goods

Catering for Gedu Hospital

Date: 18/05/2021

Invitation for Quotation (IFQ)

Project Title: Catering Source of Funding: RGoB Contract Ref: Gedu Hospital Administration

Dear Sir/Madam,

- 1. You are invited to submit your priced bid for the supply of the:
 - ✓ Catering [Information on technical specifications and required quantities are attached]
- Gedu Hospital has a budget allocation for the purchase of Goods and wishes to apply some of that allocation for the purchase of Goods for which this Request for Quotation is issued.
 - The bidders from the locality shall be given preferences. Since the Hospital is a Patient Delivery Centre, the delivery of the purchased goods should not affect the service delivery of the Hospital.
 - 4. The bidders may quote for any or all packages under this invitation. The evaluation shall be done package wise. Each package shall be evaluated and contract awarded separately to the firm(s) offering the lowest evaluated price for each package.
 - 5. 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 2019 clause 5.1.7.2 and addressed to and delivered at the following address:

Medical Superintendent

Gedu Hospital

Chhukha Dzongkhag

6. The deadline for receipt of your quotation(s) by the purchaser at the indicated address and no later than 10 AM (BST) on 28/06/2021.

- The bid shall be accompanied by a bid security of Nu.10000 [*Ten Thousand Only*] in the form of cash warrant, demand draft or unconditional Bank Guarantee valid till 30 days. Bids must be accompanied by a bid securing declaration using the form 1.
 - i. The Bid Securing Declaration shall be valid for thirty (30) days beyond the bid validity period. In exceptional circumstances, prior to the expiration of the Bid validity period, the Employer may solicit the Bidder's consent to an extension of the Bid validity period. The request and responses shall be made in writing. The validity of Bid Securing Declaration shall be suitably extended.
 - ii. Any bid not accompanied by bid security shall be treated as non responsive.
 - iii. The Bid-Securing Declaration shall be executed:
 - a) If the Bidder withdraws the Bid after Bid opening during the period of Bid validity.
 - b) If the Bidder does not accept the correction of the Bid price as per Clause 9 (b) (iii);
 - c) In the case of a successful bidder, if the bidder fails within the specified time limit to sign the Agreement; or furnish the required Performance Security.
 - iv. In case Bid Securing Declaration is executed, the bidder shall deposit the bid security within 14 days from date of notification by Employer.
 - v. In case the bidder fails to comply Clause 7 (iv), bidder shall be excluded from being eligible for Bidding or submitting Bid in any tender with the Employer for a period of two years.
- 8. *Quotations by fax or by electronic means are not acceptable.*
- 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 Gedu Hospital.
 - 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 (Hospital

Administration) 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 1 year from the deadline for receipt of quotation.
- 10. Further information can be obtained from: Gedu Hospital Administration.
- 11. Depending on the final requirement, the purchaser may increase or decrease the quantities by fifteen percent (15%) of the purchase order.
- 12. The quotation(s) will be opened in the presence of bidders or their representatives at the specified venue and time (i.e Gedu Hospital Conference Hall at 2:00 PM on 03/06/2021).
- 13. 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.

- 14. 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 Form- 5.
- 15. Normal commercial warranty/guarantee shall be applicable to the supplied goods.
- 16. The successful bidder has to deposit a sum of Nu. 15000/- (Fifteen Thousand) only as a performance security in the form of cash warrant, demand draft or unconditional bank guarantee issued by a financial institution located in Bhutan. Performance security shall be valid till the end of the warranty period and will be returned after the expiration of the warranty period after adjustment of dues if any.

Schedule of Items and Priced Quotation (bid form)

| SI | Item | Description & Details(minimum specifications of goods to be supplied) | Unit | Qty | Unit Rate (Nu.) | Total Amount (Nu.) |
|----|------|---|------|-----|-----------------------|--------------------------|
| 1 | | | | | | |
| 2 | | | | | | |
| 3 | | | | | | |
| 4 | | | | | | |
| 5 | | | | | | |
| 6 | | | | | | |
| 7 | | | | | | |
| 8 | | | | | | |
| | | Sub-Total for Supply of Goods | | | | |
| | | Total Amount for Supply of Goods to Purchaser (including all types of cost) Goods to be supplied to [Gedu Hospital] | | | | |

| Total Amount in | [insert the Total Amount for Supply of Goods including all related costs]. |
|-------------------|--|
| Nu. (in words) | |
| Delivery period | As per supply order |
| Warranty Provided | Months from date of supply or commissioning of the Goods. |
| | |

| | Supplier's Official Stamp |
|-----------------------|---------------------------|
| Signature of Supplier | |
| | |
| 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]

Technical Specification of the Goods Required

| Sl | Item | Specification |
|----|------|---------------|
| 1 | | |
| 2 | | |
| 3 | | |
| 4 | | |
| 5 | | |
| 6 | | |
| 7 | | |
| 8 | | |
| 9 | | |
| 10 | | |
| 11 | | |

The Supplier is required to mention make / model (as applicable) of the goods to be supplied and must attach the appropriate original printed literature / brochures for the various items listed.

| | Supplier's Stamp |
|-----------------------|------------------|
| Signature of Supplier | |
| | |
| 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 License¹;
- (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

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.

- The Suppliers shall be required to submit a performance security of lump sum amount of Nu. 15000/- (fifteen Thousand) only as a performance security 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 warranty period and will be returned after the end of warranty period.
- 2. The supply of the goods shall be completed as per supply order and the point of delivery of the purchased order should be **Hospital Compound** unless specified by the Purchaser otherwise.
- 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 supplied quantities of goods as listed in the Purchase Order.
- 4. The quoted price shall include all taxes, duties, insurance and any other costs involved and nothing extra shall be paid.
- 5. Any goods found defective during the warranty period shall be replaced/repaired by the supplier at his cost. If the supplier fails to rectify and or replace the defective goods, the purchaser shall do it at the cost of the supplier.
- 6. The supplier shall pay liquidated damages at the rate of 0.1% per day for each day of delay to a maximum of 10% of the quoted price.
- 7. 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:

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.

- 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 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 Purchase Order; and
- 8. The Supplier shall provide the warranty, as stipulated in the Quotation document, for the goods to be supplied and confirm that if any faults are detected within the warranty period in the supplied/installed goods, the Supplier shall be bound to rectify the fault or replace the goods as the case may be. The security deposit shall be used to cover the cost of supplies not delivered or defective items not replaced or rectified.
- 9. The purchaser may procure any of the items from the open market in case the supplier fails to supply the goods within the stipulated time and realise the difference amount between the quoted price & market price from the security deposit.
- 10. The Supplier shall supply any goods/items which may not be included in the Bid document to the Purchaser at the rate equivalent to the prevailing market price or below (upon the receipt of agreement from the Supplier). The prevailing market rate shall be based on Maximum Retail Price reflected on the items (where available) or price based on the other shops.
- 11. The purchaser reserves the right to issue purchase order as per their convenient time (including public holidays and weekends).

Form-1

Bid-Securing Declaration

Date: _____

IFB No.:

To: _____

We, the undersigned, declare that:

We understand that, according to your conditions, Bids must be supported by a Bid-Securing Declaration.

We accept that we are required to pay the bid security amount specified in the Bidding Data Sheet within 14 days of your instruction and failure to do so will automatically exclude us from being eligible for Bidding or submitting Bid in any contract with the Employer for the period of two years if we are in breach of our obligation(s) under the Bid conditions, because we:

- (a) have withdrawn our Bid during the period of Bid validity specified by the Bidder in the Form of Bid; or
- (b) having not accepted the correction of errors in accordance with the Instructions to Bidders; or
- (C) Having been notified of the acceptance of our Bid by the Employer during the period of Bid validity, (i) fail or refuse to furnish the performance security or (ii) fail or refuse to execute the Contract.

We understand this Bid-Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) thirty(30) days after the expiration of our Bid.

Signed: _____

In the capacity of _____

Name:

Duly authorized to sign the Bid for and on behalf of: _____

Dated on _____ day of _____ Corporate Seal (where appropriate)

Affix Legal Stamp

Form- 2

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]

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) 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]*, 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]

Contract Agreement

Form- 3

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

THIS CONTRACT AGREEMENT made the *[*.....*]* day of *[*....*]*, *[*....*]*,*]*,

BETWEEN

(1) [Name of Purchaser]....., [Ministry of Health, Royal Government of Bhutan] and having its principal place of business at [Gedu, Chhukha] (hereinafter called "the Purchaser"), and
(2) [Name of Supplier]....., and having its principal place of business at [....., and having its principal place of business at [....] (hereinafter called "the Supplier").

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

| [Name and Signature]: |
|--|
| In the capacity of [Title or designation]: |
| In the presence of [Name and Signature]: |
| [Title or designation official witness]: |

For and on behalf of the Supplier

| [Name and Signature]: |
|--|
| In the capacity of [Title or designation]: |
| In the presence of [Name and Signature]: |
| [Title or designation official witness]: |

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 date⁴]*. 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]

Form- 5

[Purchaser to use normal Letter Head format]

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]

⁴ 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

| To: [name and address of the Supplier] | [Contact person, Telephone Number Fax Number e-mail address supplier reference] |
|--|---|
| Delivery date: | Order Value (Nu.): |
| 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.

| ORDE | ORDER ITEMS | | | | | | |
|------------|-------------|-----------------|---------------|-----|----------------|--|--|
| Item 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

List of Catering items for F.Y 2021-2022

| Sl. No | Items | Unit | Rate |
|--------|----------------------------------|-----------|------|
| Α | Lunch Items: | | |
| 1 | White Rice (Bhog) | Per plate | |
| 2 | Red Rice | Per plate | |
| 3 | Pork Paa | Per plate | |
| 4 | Beef Paa | Per plate | |
| 5 | Se-kam Paa | Per plate | |
| 6 | Sha-kam Paa | Per plate | |
| 7 | Pork Curry | Per plate | |
| 8 | Beef Curry with fin | Per plate | |
| 9 | Sha-kam emadatshi | Per plate | |
| 10 | Chicken chilli | Per plate | |
| 11 | Chicken curry | Per plate | |
| 12 | Fish fry | Per piece | |
| 13 | Fish curry | Per plate | |
| 14 | Dry fish | Per plate | |
| 15 | Egg Boiled & Fry | Per piece | |
| 16 | Egg Curry | Per plate | |
| 17 | Mushroom Emadatshi | Per plate | |
| 18 | Plain Emadatshi | Per plate | |
| 19 | Mixed vegetable Fry | Per plate | |
| 20 | Dal | Per cup | |
| 21 | Jaju | Per cup | |
| 22 | Salad | Per head | |
| 23 | Papad | Per piece | |
| В | Tea Items: | | |
| 1 | Coffee | Per cup | |
| 2 | Теа | Per cup | |
| 3 | Suja | Per cup | |
| 4 | Tea & Biscuits | Per head | |
| 5 | Tea & Zaw Magay | Per head | |
| 6 | Desi | Per head | |
| 7 | Shamdey | Per plate | |
| С | Breakfast and Refreshment Items: | | |
| 1 | Pork Momo | Per plate | |

| 2 | Beef Momo | Per plate | |
|---|------------------------------|-----------|--|
| 3 | Vegetable Momo | Per plate | |
| 4 | Cheese Momo | Per plate | |
| 5 | Samosa (Singara) pokora/pazi | Per piece | |