Procurement of Services for Canteen at GSS office, DNP MOF



Royal Government of Bhutan Ministry of Finance

March 2011

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MoF/DNP/PS-44/2017/1451

27th June, 2017

Invitation for Quotation (IFQ)

Project title: Procurement of Canteen/Catering Services Source of Funding: RGoB Contract Ref: MOF/DNP/PS-44/2017

To:

Dear Sir/Madam,

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

i) Canteen services at GSS for FY 2017-2018

[Information on menu are attached]

- 2. The bidder(s) must quote for all items under this invitation, failing to quote all items will be result in non-responsive. 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 to:

Director General

Department of National Properties

MoF, Thimphu

Submission and clarification:

Asstt. Procurement Officer

Procurement Section

Administrative and Finance Division, DNP

Telephone/ Fax : 02-336963

Kelzangw@mof.gov.bt

- 4. The deadline for receipt of your quotation(s) by the purchaser at the indicated address is 28th July ,2017 before 12am and will be opened on the same day at 2:30PM
- 5. The bid shall be accompanied by a bid security of Nu. 20,000.00 (Ngultrum Twenty Thousand) only in the form of cash warrant, demand draft or unconditional Bank Guarantee valid till 90 Days. Any bid not accompanied by bid security shall be treated as non responsive.
- 6. Quotation by fax or by electronic means (**are not**) acceptable.
- 7. 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 (optional).
 - 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.
- (iv)Certificate of appreciation and past experience and business set up will be preferred during the award of contract.
- 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 **60 days from the date of award of the contract** from the deadline for receipt of quotation(s).
- 8. Further information can be obtained from: procurement Section, DNPMOF
- 9. The Department of National Properties, MOF 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.
- **10.** Depending on the final requirement, the purchaser may increase or decrease the quantities by fifteen percent (15%) of the purchase order.
- **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 (Post qualification based on the technical soundness).
- **13.** Upon award decision Letter of Intend to award will be issued to all the bidder who have participated in the bidding process. 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. The rent of Nu.6085.00 (inclusive of electricity bill and water bill) must be deposited with Accounts Section, DNP positively at the end of every month, failing to deposit as agreed up to three months it will be deducted from Performance Security beyond three months it will be termed as fundamental breach of contract which will lead to termination of contract.
- **15.** The canteen space is unfurnished and the winning bidder will have to arrange.

(Karma Wangdi) Offgt. Director General, DNP

Schedule of Items and Priced Quotation (bid form)

SI	Item	Description & Details <i>(minimum</i> specifications of goods to be supplied)	Unit	Qty	Unit Rate (Nu.)	Total Amount (Nu.)
1	Lunch/dinner	Red rice	Plate			
		White rice	Plate			
		Puri (3pcs)	Plate			
		Roti(3pcs)	Plate			
2	Vegetable	Emadatshi	Cup			
	Curry	Kewadatshi	Cup			
		Shamu Datshi	Cup			
		Aludham	Cup			
		Mixed vegetable	Cup			
		Jaju	Cup			
		Dhal	Cup			
		Salad	Plate			
3	Non-veg	Pork paa	Plate			
	curry	Sikam paa	Plate			
		Pork ribs	Plate			
		Pork curry	Cup			
		Shakam paa	Plate			
		Shakam datshi	Cup			
		Chicken chilli	Plate			
		Chicken curry	Plate			
		Beef paa	Plate			
		Beef chilli	Plate			
		Beef curry	Cup			
		Fish curry	Cup			
		Dry fish paa	Plate			
		Egg curry	Cup			
		Egg omelette-one egg	Plate			
		Egg scramble –one egg	Cup			
4		Veg. chowmein	Plate			

	Snacks/	Non-veg. Chowmein	Plate				
	Refreshment	Cheese momo	Plate				
		Beef momo	Plate				
		Non veg. Fry rice	Plate				
		Veg. Fry rice	Plate				
		Egg fry rice	Plate				
		Noodles (magi/Koka with mixed veg.)	Plate				
		Noodles (Maggi/Koka with one meat item)	Plate				
		Noodles (Maggi/ Koka with one egg)	Plate				
		Non veg. Bathup	Plate				
		Veg. bathup	Plate				
		Chicken pkt. soup	Plate				
		Vegetable pkt soup	Plate				
		Shamdrey/Desi	Cup				
		Shabalay	Pcs				
		Egg roll	Pcs				
		Sandwich	Pcs				
		Spring roll	Pcs				
		Pezay (5pcs)	Plate				
		Aluchop	Pcs				
		Chilli chop	Pcs				
4	Tea items	Milk tea (Single cup)	Cup				
		Milk coffee (single cup)	Cup				
		Black tea/ coffee (single cup)	Cup				
		Mineral water small	Bottle				
		Mineral water big	Bottle				
		Suja (single cup)	Cup				
		Sub-Total for Supply of Goods					
		Total Amount for Supply of	Goode to	Durcha	sor		
		Total Amount for Supply of Goods to Purchaser (including all types of cost)					
		Services to be rendered at GSS office					

Total Amount in	
Nu. (in words)	
Delivery period	As and when required

	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

SI	ltem	Specification
1		

	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) Certificate of appreciation and past experience and business set up of the Goods to be supplied

Terms and Conditions for the Supply 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 Supplier shall be required to submit a performance security of 10% of the total annual sale based on the quoted amount in the form of cash warrant, demand draft or unconditional Bank Guarantee issued by a financial institution located in Bhutan, which shall be furnished on or before signing the contract. Performance security shall be valid till the end of contract period and will be returned one month after expiring the contract.
- 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 all taxes, duties, insurance and any other costs involved and nothing extra shall be paid.
- 4. Any services or supplies will be subject to assessment through feedback from the consumers. The feedback will be assessed by the tender committee and a notification will be served to improve the quality and failing to do so will lead to termination of contract.
- 5. The Purchaser may, by written notice, terminate the Purchase Order (or Contract if applicable) 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.
 - b. if the Supplier fails to perform any other obligation(s) under the contract agreement, or

¹ The non submission of historical (b & c) documents should not become rejection criteria and should be given one chance to the bidder(s) to submit.

- c. if the Supplier 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
- 6. The purchaser may render any of the services from the open market in case the supplier fails to deliver services within the stipulated time and release the difference amount between the quoted price & market price from the security deposit.

[Purchaser to use normal Letter Head format]

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

PURCHASE ORDER FOR THE SUPPLY OF GOODS

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

ORDER ITEMS					
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

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) [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

Signed: [insert signature] in the capacity of [insert title or other appropriate designation]

in the presence of [insert signature] [insert identification of official witness]

For and on behalf of the Supplier

Signed: [insert signature of authorized representative(s) of the Supplier] in the capacity of [insert title or other appropriate designation]

in the presence of [insert signature] [insert identification of official witness]

Performance Security

[The bank, as requested by the successful Bidder, shall fill in this form in accordance with the instructions indicated]

Date: [insert date (as day, month, and year) of Bid submission] IFB No. and title: [insert no. and title of bidding process]

Bank's Branch or Office: [insert complete name of Guarantor]

Beneficiary: [insert complete name of Purchaser]

PERFORMANCE GUARANTEE No.: [insert Performance Guarantee number]

We have been informed that *[insert complete name of Supplier]* (hereinafter called "the Supplier") has entered into Contract No. *[insert number]* dated *[insert day and month],*

[insert year] with you, for the supply of *[description of Goods and related Services]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a Performance Guarantee is required.

At the request of the Supplier, we hereby irrevocably undertake to pay you any sum(s) not exceeding *[insert amount(s)² in figures and words]* upon receipt by us of your first demand in writing declaring the Supplier to be in default under the Contract, without cavil or argument, or you needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This Guarantee shall expire no later than the *[insert number]* day of *[insert month] [insert year]*,³ and any demand for payment under it must be received by us at this office on or before that date. We agree to a one-time extension of this Guarantee for a period not to exceed *[six months] [one year]*, in response to the Purchaser's written request for such extension, such request to be presented to us before the expiry of the Guarantee.

[signatures of authorized representatives of the bank and the Supplier]

²

The Bank shall insert the amount(s) specified in the SCC and denominated, as specified in the SCC, either in the currency(ies) of the Contract or a freely convertible currency acceptable to the Purchaser.

Date established in accordance with Clause 19.4 of the General Conditions of Contract ("GCC"). The Purchaser should note that in the event of an extension of the time to perform the Contract, the Purchaser would need to request an extension of this Guarantee from the Bank. Such request must be in writing and must be made prior to the expiration date established in the Guarantee.

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]

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