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DRUK HOLDING & INVESTMENTS LTD.

GROUP STANDARD BIDDING DOCUMENT



MENJONG SORIG

PHARMACEUTICALS CORPORATION LTD

A **dhi** Company



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NOTICE INVITING TENDER

NIT No. MSPCL/Pro-Ndrug-02/2024/141

Date [14/02/2024]

Menjong Sorig Pharmaceutical Corporation Limited invites proposal to provide the catering service from reputed Catering Firms/Hotels and Restaurants.

More details on the services are provided in the Terms of Reference. The proposal shall include all required information and documents as mentioned in the terms and conditions.

Yours Sincerely,



Tshering Tenzin
Chief Executive Officer



Terms and Conditions

1. Scope of Supply

- 1.1. The bidder(s) may quote for any or all items as per the technical specification and the Price Schedule as attached in Annexure -II.

2. Clarification to the bidding document

- 2.1. Further information can be obtained in writing from **Procurement Section** not later than **[7 days]** before the date of bid submission.

3. Documents comprising bid

- 3.1. The bid must be accompanied by the following document:
- i. Bid Security
 - ii. Valid Trade license
 - iii. Tax clearance
 - iv. Price Schedule
 - v. Any other relevant documents

4. Bid Price

- 4.1. All prices shall be quoted in **Ngultrum**. The quoted price shall be CIF, Thimphu including taxes, duties and other levies to the final place of delivery, if required.
- 4.2. The final place of delivery is **Menjong Sorig Pharmaceutical Corporation Limited**.
- 4.3. Each item shall be evaluated and contract awarded separately to the firm(s) offering the lowest evaluated price for each item.

5. Bid Validity

- 5.1. The bid shall be valid for **365 Days** from the date of submission of the bid. In exceptional circumstances, prior to the expiration of the bid validity period, the Purchaser may solicit the Bidder's consent to an extension of the bid validity period. The request and responses shall be made in writing. A bid valid for a shorter period shall be considered non-responsive.



6. Bid Security

- 6.1. The bid shall be accompanied by the bid security of **Nu. 10,000/- (Ngultrum Ten Thousand only)** in the form of Cash Warrant/ Unconditional Bank Guarantee/ Banker Cheque/ Demand draft in the name of the **Chief Executive Officer, Menjong Sorig Pharmaceutical Corporation Limited** issued by the Financial Institution enforceable in any Banks in Bhutan.
- The Bid security shall be valid up to **(3 month or 90 days)** from the date of submission of the bid.
 - The Bid Security is to be submitted as a part of the Bid in a separate sealed envelope.
 - Any Bid not accompanied by bid security of adequate value and validity shall be rejected by the Purchaser as non-responsive.
- 6.2. The bid security shall be forfeited in the following cases:
- If the Bidder withdraws the bid after Bid opening during the period of Bid validity.
 - If the Bidder does not accept the correction of the Bid price;
 - In the case of a successful bidder, if the bidder fails within the specified time limit to sign the Contract or furnish Performance Security.

7. Submission of Bids

- 7.1. The bidder (s) shall submit one original bid and clearly marked as **ORIGINAL**. In addition, the bidder (s) should also submit one copy marked as **COPY**. The bid including all documents should be duly filled, signed and sealed in an envelope and addressed to and delivered at the following address:
**The Chief Executive Officer,
Menjong Sorig Pharmaceutical Corporation Limited
Kawangjansa, Thimphu.**
- 7.2. Your bid in the required format should be addressed and submitted to
**The Chief Executive Officer,
Menjong Sorig Pharmaceutical Corporation Limited,
Kawangjansa, Thimphu.**

8. Submission deadline

- 8.1. The deadline for receipt of your bid(s) by the Purchaser on **20th February 2024** at **10.30 am**. Bids by electronic means **are not** acceptable



9. Bid Opening

- 9.1. The bid(s) will be opened in the presence of bidders or their representatives who choose to attend the **Tender Opening on 20th February 2024 at 11.30 am** in the MSPCL Conference Hall. In case due date of the opening of the bid falls on non-working days, the opening of the bid shall be on next working day at the same time.

10. Evaluation of Bid

- 10.1. Bids determined to be substantially responsive to the technical specifications and commercial conditions will be evaluated by comparison of their quoted prices. In evaluating the bids, the Purchaser will determine for each bids the evaluated price by adjusting the priced bid by making any correction for any arithmetical errors as follows; where there is a discrepancy between amounts in figures and in words, the amount in words will govern;
- 10.2. 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 Purchaser 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.
- 10.3. To assist in the evaluation, comparison of the Bids, the Purchaser may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder that is not in response to a request by the Purchaser shall not be considered.

11. Purchaser's Right to Accept any Bid, and Reject any or All Bids

- 11.1. 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.

12. Quantity Variation

- 12.1. Depending on the final requirement, at the time of the award of the Contract, the Purchaser may increase or decrease the quantities by twenty five percent (**25%**) of the indicated quantity.

13. Award of Contract

- 13.1. The Purchaser shall award the Contract to the Bidder whose offer has been determined to be the lowest evaluated Bid. The Purchaser shall issue Notification

of Award/ Purchase Order to the successful Bidder. Until a formal Contract is prepared and executed, the Notification of Award shall constitute a binding Contract.

14. Delivery Schedule

14.1. The supply of the Goods and related service shall be completed within **(30)** days from the date of issue of the Purchase Order, or the signing of the contract [if applicable].

15. Performance Security

15.1. The Supplier shall be required to furnish Performance Security of 10% of the quoted price in the form of cash warrant, demand draft or unconditional Bank Guarantee in the name **CEO, MSPCL**, issued by a financial institution enforceable in any Banks in Bhutan, which shall be furnished upon issuance of notification of the award. Performance Security shall be valid till the end of warranty period and will be returned after the end of warranty period.

16. Liquidated Damage

Except in cases of gross negligence or willful misconduct:

- 16.1. neither party shall be liable to the other party, whether in Contract, tort or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Service Provider to pay liquidated damages to Company; and
- 16.2. the aggregate liability of the Service Provider to the Company, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective Services, or to any obligation of the Service Provider to indemnify Company with respect to patent infringement

17. Payment Terms

17.1. Full Payment at the delivery of goods

At the time of release of payment, Tax shall be deducted at Source [TDS] from the gross amount of bills as per the Income Tax Act of the Bhutan. The Purchaser shall furnish necessary TDS Certificate to the Bidders, issued by the Department of Revenue & Customs, RGoB.



18. Warranty Period (Not applicable)

- 18.1. The Supplier shall provide the warranty for a period of 365 days (one year), 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 performance security shall be used to cover the cost of supplies not delivered or defective items not replaced or rectified.
- 18.2. 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.

19. Submission of Bid

- 19.1. The Bidder shall submit the Bid Submission Form using the Form in the **Annexure I**. This form must be completed without any alterations to its format, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.
- 19.2. A bid in which the Bid Submission Form not duly filled, signed and sealed by the bidder shall be rejected.

20. Termination

- 20.1. The Purchaser may, by written notice, terminate the Purchase Order or Contract in whole or in part at any time for its convenience
- 20.2. If the Supplier fails to perform any other terms and conditions specified with the Purchase Order/ Contract, or exceeds the maximum amount of Liquidated Damages; and
- 20.3. if the Supplier fails to perform any other obligation(s) under the Purchase Order / Contract, and if the Supplier does not take any remedial action within a period of **[15 days]** after receipt of a notice of default from the Purchaser specifying the nature of the default(s).

21. Governing Law

- 21.1. The Contract/ Purchase Order shall be governed by and interpreted in accordance with the Laws of Bhutan.

22. Dispute Resolution

- 22.1. Any settlement of dispute or arbitration of matter arising from the contract shall be settled as per the Alternative Dispute Resolution Act of Bhutan 2013 for Bhutanese

Supplier and United Nations Commission on International Trade Law [UNCITRAL] Arbitration Rules of 1976 for International Supplier and will be binding for both parties.

TERMS OF REFERENCE

1. Background

Menjong Sorig Pharmaceuticals Corporation Limited is requesting bids from reputable Catering firms, Restaurants and hotels for the purpose of securing a contract agreement with a potential Catering and Meal Service Provider. The specification and requirements of the service and meals sought are outlined in the scope of work.

2. Scope of Work

MSPCL wishes to enter into contracts with a service provider to provide catering services during the events:

- i. The preferred service provider/s should provide adequate catering equipment, cutlery and crockery when required.
- ii. The quality of food prepared must adhere to acceptable food industry standards and must be prepared in a clean and hygienic manner in accordance with all health and safety regulations.
- iii. The preferred service providers should be able to respond within 12 hours.
- iv. Service providers must price each category and indicate the pack per category in the attached price schedule Form.
- v. Service provider must be able to deliver services within 12 hours of placing the order.
- vi. The menu for all the categories is listed in the attached Price Schedule Form and must be completed by service providers.
- vii. The Service provider shall depute adequate and experienced servers and shall come in proper dress code.

3. Skills, Knowledge and Qualifications:

The service provider/s should have the following:

- Experience in the food and beverage industry
- Valid certification from health and food authorities,

4. Competency, Expertise and Experience Requirements:

Basic competencies and expertise which may be required include, inter alia: 2(two) years' experience is required and a proof that the service provider has performed similar services.

5. General requirements:

Bidders must provide all the information requested in the Terms of Reference and instruction to Bidders. MSPCL reserves the right to procure its requirement elsewhere outside the contract should the services be urgently required and not immediately available or in emergency cases.

6. Duration of the Contract

The duration for the service will be one year. However, MSPCL reserves the right to pre-terminate the contract for the service provider's breach of any of the provisions of the contract or poor services subject to thirty (30) days prior notice. Proposed rates must be valid for 365 days after the date of submission



Annexure- I

Bid Submission Form

[The Bidder shall fill in this form in accordance with the instructions indicated. No alterations to its format shall be permitted and no substitutions shall be accepted.]

Date : [Insert date of Bid submission]

Tender No.: [Insert number].

To

.....
.....
.....

[Insert complete name of the Purchaser]

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda number: [Insert the number and date of issue of each addendum];
- (b) We offer to supply in conformity with the Bidding Documents and in accordance with the Schedule of Supply the following Goods and Related Services: [insert a brief description of the Goods and Related Services];
- (c) The total price of our Bid, excluding any discounts offered in item is
[Insert the Bid Price in words and figures, indicating the various amounts and their respective currencies];
- (d) The discounts offered and the methodologies for their application are:

Discounts:

If our Bid is accepted, the following discounts shall apply:

.....
[Specify in detail each discount offered and the specific item of the Schedule of Supply to which it applies.]

Methodology of Application of the Discounts:

The discounts shall be applied using the following methodology:

.....
[Specify in detail the methodology that shall be used to apply the discounts];

- (e) Our Bid shall be valid for a period of..... [Insert number] from the date fixed for the Bid submission deadline and it shall remain binding upon us and may be accepted at any time before expiry of that period;
- (f) If our Bid is accepted, we commit to provide a Performance Security in accordance with Clause 15 for the due performance of the Contract;
- (h) We, including any subcontractors or suppliers for any part of the Contract, have nationality from eligible countries, viz:
[Insert the nationality of the Bidder, including that of all parties that comprise the Bidder if the Bidder is a JV/C, and the nationality each subcontractor and supplier]
- (i) We have no conflict of interest;
- (j) Our firm, its affiliates or subsidiaries - including any subcontractors or suppliers for any part of the contract - has not been declared ineligible by the Purchaser under the laws or official regulations of Bhutan;
- (k) We have read the terms and conditions carefully, understood and agree to comply with all the clauses which are mentioned therein. In case of any breach of any condition on our part, we shall be liable for actions as per terms and conditions of the Contract.
- (l) We understand that this Bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed.



- (m) We understand that you are not bound to accept the lowest evaluated Bid or any other Bid that you may receive.
- n) We accept the Vendor Performance Management System.

Signed:

[Insert signature of person whose name and capacity are shown]

In the capacity of:

[Insert legal capacity of person signing the Bid Submission Form]

Name:

[Insert complete name of person signing the Bid Submission Form]

Duly authorized to sign the bid for and on behalf of:

[Insert complete name of Bidder]

Dated on _____ day of _____ [insert date of signing]



Annexure II: PRICE SCHEDULE

CATERING ITEMS			
SN	Particulars	Items	Rate
1	VIP Lunch	<ul style="list-style-type: none"> • Red rice, White rice, Nan, Roti / Chowmen (any three items) • Meat three items • Veg. Two items • Dal / Jaju • Salad and Ezay • Assorted fruits (three varieties) 	
2	Standard Lunch	<ul style="list-style-type: none"> • Red rice, White rice, Nan, Roti / Chowmen (any two items) • Meat two items • Veg. Two items • Dal / Jaju • Salad / Ezay 	
3	Simple working Lunch	<ul style="list-style-type: none"> • Red rice, White rice, Nan, Roti / Chowmen (any one items) • One meat item • One veg. item • Dal/jaju • Salad/Ezay 	
4	Hi-Tea	<ul style="list-style-type: none"> • Tea • Coffee • Suja • Chinta /Green tea • Four different snacks (including cake as one item) • Assorted fruits (three varieties minium) 	
5	Momo	<ul style="list-style-type: none"> • Cheese momo (5pieces) • Beef momo (5pieces) 	
6	Cake Assorted	<ul style="list-style-type: none"> • Three pieces 	
7	Standard tea	<ul style="list-style-type: none"> • Tea, Coffee, Suja,Chinta (any two) 	
8	Working tea	<ul style="list-style-type: none"> • Tea/Coffee / Suja / along with one item snacks 	
9	Suja and Dreasi	<ul style="list-style-type: none"> • Standard size cups/phorps 	
10	Dem and drezang	<ul style="list-style-type: none"> • Standard size cups/phorps 	
11	Mineral water per bottle <ul style="list-style-type: none"> • 250 ml • 500 ml 	<ul style="list-style-type: none"> • Properly sealed water bottle to be served 	

