
**STANDARD BIDDING DOCUMENTS
FOR
THE SUPPLY OF DIARY BOOKS & TABLE
CALENDAR 2023**



FOOD CORPORATION OF BHUTAN LIMITED

Corporate Head Office, Phuentsholing

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PREFACE

This Standard Bidding Document for the Procurement of Goods have been prepared by the Ministry of Finance to be used for the Procurement of Goods through National and International 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 2019. This document will come into effect from 1st July, 2019. For any comments or clarifications on this Standard Bidding Document contact:

Government Procurement and Property Management Division Department of National Properties
Ministry of Finance
Royal Government of Bhutan +975 02 - 322582



Invitation Bids

1. The [Food Corporation of Bhutan Ltd] now invites sealed Bids from eligible and qualified Bidders for [Supply of Diary Books & Table Calendar].
2. Bidding will be conducted through the Open Bidding procedure specified in the RGoB Procurement Rules and Regulations, and is open to all Bidders from Countries as defined in Section V of the Bidding Documents.
3. Interested eligible Bidders may obtain further information from *Head (HRAD)* and inspect the Bidding Documents at the address given below [Administrative Unit (HRAD), Phuentsholing] from [9.00 A.M-5.00P.M].
4. Qualification requirements include: [Supplier who hold valid trade license, tax clearance certificate and financially sound]. A margin of preference for eligible national suppliers and joint ventures/ consortia/associations may be applied.
5. A complete set of Bidding Documents in [English] may be purchased by interested Bidders upon payment of a non-refundable fee of [300.00]. The method of payment will be [Cash]. The Bidding documents may be downloaded free of cost from purchaser's website www.fcbl.bt or available for sale from 6/10/2022 till 20/10/2022 from FCBL, Head Office Phuentsholing.
6. Bids must be delivered to the *Administrative Unit (HRAD), P/ing* at or before [20th Oct, 2022]. Electronic bidding [shall not] be permitted and late Bids will be rejected.
7. Bids will be opened physically in the presence of the Bidders' representatives who choose to attend in person at the address [Conference Hall, FCBL, Head Office Phuentsholing], dated: [20th Oct, 2022], Bhutan time: [11.30 A.M].

FCBL Management



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1. The rate should be quoted for F.O.R. FCBL Phuentsholing inclusive of all taxes and levies.
 2. The bids should be accompanied by a bid security of **Nu.5, 000.00** (Five Thousand) only, in the form of Cash Warrant/Demand Draft/Bank Guarantee in favor of FCBL, Phuentsholing without which the quotation shall be rejected outright. The bid security of unsuccessful bidders shall be discharged as promptly as possible upon award of contract.
 3. The successful bidder should furnish **performance security** of **Nu. 10,000.00** (Ten Thousand) only, in the form of Cash Warrant/Demand Draft/Bank Guarantee in favor of FCBL, Phuentsholing and shall be valid until successful completion of the deal.
 4. The up to date copies of the valid trade license with a tax clearance certificate to be enclosed without which quotation will not be accepted

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 *Corporate Head Office, Phuentsholing (FCBL)*.
- 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-2 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).

5. Depending on the final requirement, the purchaser may increase or decrease the quantities by fifteen percent (15%) of the purchase order.
6. The quotation(s) will be opened in the presence of bidders or their representatives who choose to attend at the specified venue and time.
7. 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.
8. 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.
9. Normal commercial warranty/guarantee shall be applicable to the supplied goods.
10. Hundred percent (100%) of the Contract Price shall be paid after satisfactory delivery of goods to the final destination (**Food Corporation of Bhutan limited, Phuentsholing**).
11. No advance payment shall be sanctioned.
12. The ten (10) percent performance security shall be retained as security deposit and paid at the end of the contract whichever is later after adjustment of dues if any.



Price Schedule:

| Sl.No | Item Description | Units | Approx. Qty | Rate/unit |
|-------|------------------|-------|-------------|-----------|
| 01 | FCBL Diary Books | Nos | 1000 | |
| 02 | Table Calendar | Nos | 150 | |

[The Supplier may collect sample from FCBL, HQ P//ingl]



Technical Specification of the Goods Required

| SI | 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.

| | |
|-----------------------|------------------|
| Signature of Supplier | Supplier's Stamp |
| 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:

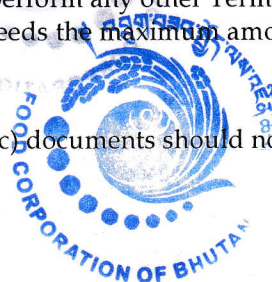
- (a) A duly completed and signed priced quotation as per the Schedule of Items and the Priced Quotation.
- (b) A valid Trade License;
- (c) A valid Tax Clearance Certificate;
- (d) Bid Security
- (e) Technical Specification of the Goods to be supplied; and
- (f) Any other requirements specified in this 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.

1. The Supplier shall be required to submit a performance security of 10% of the quoted price 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 within [state number] days from the date of issue of the Purchase Order, or the signing of the contract (if applicable);
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:
 - 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.

³ The non-submission of historical (b & c) documents should not become rejection criteria and bidder should be allowed to submit again.



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- 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.



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) 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

[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]*,

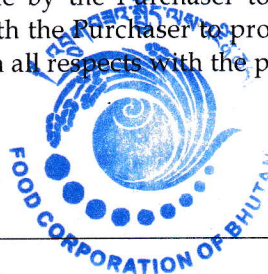
BETWEEN

- (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) 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.



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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]*



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

