



MENJONG SORIG

PHARMACEUTICALS CORPORATION LTD

a **dhi** Company

STANDARD BIDDING DOCUMENT

FOR

CATERING SERVICE (PACKAGE 3)

FEBRUARY 2025

Standard Bidding Document for Goods

Table of Contents

NOTICE INVITING TENDER.....3

1. SCOPE OF SUPPLY..... 4

2. CLARIFICATION TO THE BIDDING DOCUMENT..... 4

3. DOCUMENTS COMPRISING BID 4

4. BID PRICE 4

5. BID VALIDITY 4

6. BID SECURITY 4

7. SUBMISSION OF BIDS..... 5

8. SUBMISSION DEADLINE..... 5

9. BID OPENING 5

10. EVALUATION OF BID..... 5

11. PURCHASER'S RIGHT TO ACCEPT ANY BID, AND REJECT ANY OR ALL BIDS..... 6

12. QUANTITY VARIATION..... 6

13. AWARD OF CONTRACT 6

14. DELIVERY SCHEDULE 6

15. PERFORMANCE SECURITY..... 6

16. LIQUIDATED DAMAGE 6

17. PAYMENT TERMS 6

18. WARRANTY PERIOD..... 7

19. SUBMISSION OF BID..... 7

20. TERMINATION 7

21. GOVERNING LAW..... 7

22. DISPUTE RESOLUTION..... 7

BID SUBMISSION FORM..... 8



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Tender No: MSPCL/Pro-Ndrug/02/2025/ 079

dated 11th February 2025

NOTICE INVITING TENDER

Menjong Sorig Pharmaceuticals Corporation Limited (MSPCL) invites sealed bids from Bhutanese eligible bidders for supply of Annual Goods and Services as per the Bidding Documents.

Package#	Name of Tender	Bid Submission Date & Time	Bid Opening Date & Time
Package 3	Catering Service	3 rd March 2025, 10:30 AM	3 rd March 2025 11.30 AM

For more details, please visit www.tender.bt or contact Mr. Tshewang Rinzin, mobile # 17359637 or email at tshewangrinzin@mspcl.bt.



Chief Executive Officer

Standard Bidding Document for Goods

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.
2. Clarification to the bidding document
 - 2.1. Further information can be obtained in writing from **Procurement Section** not later than **7 days** from the date of bid submission.
3. Documents comprising bid
 - 3.1. The bid must be accompanied by the following document (To be uploaded in the e-tender system):
 - i. Bid Security
 - ii. Valid Trade license
 - iii. Tax clearance
 - iv. Price Schedule
 - v. Power of Attorney (if the bidding documents are signed on behalf of the owner)
 - vi. Bid Submission Form (Annexure-I) (Completely filled up form)
 - vii. Any other relevant documents
4. Bid Price
 - 4.1. All prices shall be quoted in **Ngultrum**. The quoted price shall be Incoterm including taxes, duties and other levies to the final place of delivery, if required.
 - 4.2. The final place of delivery is **Menjong Sorig Pharmaceuticals Corporation Limited, Kawajangsa, Thimphu**.
 - 4.3. The package is considered as one lot and shall be evaluated accordingly. The contract shall be awarded to the firm offering the lowest evaluated price.
5. Bid Validity
 - 5.1. The bid shall be valid for **120 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. 20,000 (Ngultrum Twenty Thousand)** in the form of Cash Warrant/ Unconditional Bank Guarantee/ Banker Cheque/ Demand draft in the name of the **Chief Executive Officer, Menjong Sorig Pharmaceuticals Corporation Limited** issued by



Standard Bidding Document for Goods

the Financial Institution enforceable in any Banks in Bhutan.

- a) The Bid security (EMD) shall be valid up to **3 month or 90 Days** from the date of bid submission.
- b) The Bid Security is to be submitted as a part of the Bid in a separate sealed envelope.
- c) 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:

- 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;
- c) 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 **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.

**Chief Executive Officer,
Menjong Sorig Pharmaceuticals Corporation Limited,
Kawajangsa, Thimphu**

8. Submission deadline

8.1. The deadline for receipt of your bid(s) by the Purchaser is on or before **3rd March 2025 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 3rd March 2025 at 11.30 AM**. 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



Standard Bidding Document for Goods

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 **given days or as specified for respective good** from the date of issue of the Purchase Order.
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 favor of the 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
 - 16.1. If the Supplier fails to deliver any or all of the Goods by the date(s) of delivery or fails to perform the Related Services within the period specified in the Contract/ Purchase Order, the Purchaser shall deduct Liquidated Damages at the rate of 0.10 % per day for each day of delay to a maximum of 10% of the quoted price.
17. Payment Terms
 - 17.1. **Full Payment at the delivery of goods.**
 - 17.2. 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.



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Standard Bidding Document for Goods

18. Warranty Period
- 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 and **uploaded in the e-tender system**.
- 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 [if applicable] 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 Damaged; 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.



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