



MENJONG SORIG

PHARMACEUTICALS CORPORATION LTD

A **Chi** Company

STANDARD BIDDING DOCUMENT

FOR

THE SUPPLY OF UNIFORMS

MARCH 2025

A handwritten signature in blue ink, appearing to be 'Ray'.



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NOTICE INVITING TENDER

NIT No. MSPCL/Pro-Ndrug-02/2025/177

Date: 28th March 2025

Menjong Sorig Pharmaceutical Corporation Limited (MSPCL) invites sealed bids from Bhutanese eligible bidders for the supply and delivery of uniforms as per the Bidding Documents.

SN	Name of Tender	Bid Submission Date & Time	Bid Opening Date & Time
1	Supply of Uniforms	15 th April 2025 at 10.30 AM	15 th April 2025 at 11.00 AM

For more details, please visit the www.tender.bt or contact Mr. Tshewang Rinzin at mobile no. 17359637 or email at tshewangrinzin@mspcl.bt.


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 specification mentioned against each item in the e-tender system.

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 (hard copy to be submitted to MSPCL)
 - 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 Pharmaceutical Corporation Limited**.
- 4.3. **Items shall be evaluated and contract awarded separately to the firm (s) offering the lowest evaluated price for the item.**

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. 20,000.00** 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.
- a) The Bid security shall be valid up to **15th July 2025**
- b) The original copy of Bid Security is to be submitted to Procurement Officer, MSPCL.



- 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 his/her bid through the e-tender system. To access the e-tender system, you will need to register by visiting the website at www.tender.bt. The bid including bid submission should be duly filled, signed and sealed.

7.2. Your bid in the required format should be addressed and submitted to **(Not Applicable)**

8. Submission deadline

8.1. The deadline for receipt of your bid(s) by the Purchaser is on **15th April 2025 at 10.30 AM.**

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 **15th April 2025 at 11.00 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 Sixty (60) days 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 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

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

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

- 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 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.

