
STANDARD BIDDING DOCUMENT

Procurement of Goods

(For value up to Nu. 0.25 million)



Royal Government of Bhutan
Ministry of Finance

March 2011

Preface

This Standard Bidding Document for the Procurement of Goods has been prepared by the Public Procurement Policy Division (PPPD), Ministry of Finance to be used for the Procurement of Goods through National 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.

The instructions in italics and footnotes provided are for guidance and are not part of the document therefore it should be removed while preparing the bid document.

Those wishing to submit comments or questions on this Bidding Document or to obtain additional information on procurement can contact:

Public Procurement Policy Division
Ministry of Finance
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Telephone no. 00975 2 336962, fax no. 336961

Invitation for Quotation

To:

Dear Sir/Madam

Yelchen Central School, Pemagatshel is pleased to invite sealed quotations from valid Restaurant/Canteen or food handlers license holder to operate the school Canteen commencing **1st October of 2019** for a term of one year renewable up to a maximum of one year based on the performance of the Operator.

The bidder(s) shall submit the original and a copy of the bid of the priced quotation. All pages should be duly sealed and signed.

1. Your quotation in the required format should be addressed and submitted at the following address

**Principal
Yelchen Central School
Pemagatshel**

2. The bidder(s) **must quote for all the items under this invitation**. 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 deadline for receipt of your quotation(s) by the purchaser at the indicated address is before 10:00 AM BST on or before 26th September 2019 and will be opened at same day on 10:30 AM BST.
4. The bid shall be accompanied by a bid security of Nu. 10,000 (Ten thousand) only in the form of cash warrant, demand draft or unconditional Bank Guarantee valid till 26. 10. 2020. Any bid not accompanied by bid security shall be treated as non-responsive.
5. Quotation by fax or by electronic means **(are not)** acceptable
6. The Bidder have to fill up the menu forms (bid form) in original provided by the school and is not allowed to use additional sheet.

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. The final place of delivery is in Yelchen Central School.

8. 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.

9. AWARD OF CONTRACT:

- a) The bidders are asked to quote for all the items listed in the Bid form. Failure to quote for single item will lead to rejection of bid since the award will be based on the Grand total and not item wise.
- b) The award will be made to the bidder who is offering the lowest evaluated and acceptable price that meets the specifications and all the requirements of the purchaser. The successful bidder will sign a contract as per attached form of contract and terms and conditions of supply.

10. **VALIDITY OF THE OFFERS:** your quotation(s) shall be valid for a period of **one year** from the deadline for receipt of quotation(s).

1. The quotation(s) will be opened in the presence of bidders or their representatives who choose to attend at the specified venue and time.
2. 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.
3. 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).
4. The Purchaser may, by written notice, terminate the contract agreement 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 or exceed the maximum amount of liquidated damages.
 - b. if the Supplier fails to perform any other obligation(s) under the contract agreement, 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 contract agreement; and
5. If the successful bidder fails to deliver the services required for a particular activity. The security deposit shall be used to cover the cost of services rendered from others.
6. Catering Agent should strictly adhere to Punctuality, promptness in service and proper dress code of the staff members while delivering the service.
7. Sealed bid should be submitted along with the EMD of Nu **10,000/- (Ten thousand)** only EMD should be submitted in the form of Demand Draft/Bank Guarantee/Cash Warrant in favor of **Principal, Yelchen CS**. If the lowest bidder withdraws the bid during the bid validity period, the EMD of Nu.10,000/- shall be forfeited.
8. Upon receipt of the notification of award from the Purchaser, the successful bidder shall furnish to the Purchaser a performance security amounting to Nu. **25,000/- (Twenty-Five Thousand)** only and must be delivered in favor of the **Principal, Yelchen CS** in the form of a Demand Draft or cash warrant/Bank Guarantee and shall be valid for **1 year** in accordance with the conditions of contract.
9. The selected bidder will be intimated in writing.

10. The quotation should be submitted latest by **26th September 2019 on or before 1030 hours** and will be opened on **the same day**.
11. Eligible bidders may submit their quotations if the Terms and Conditions set forth are acceptable.
12. Any bids received by the purchaser after the deadline for submission of Bids prescribed by the purchaser will be declared '**late**' and rejected and returned unopened to the bidder
13. In the event of poor quality of food and services, the clients shall issue a letter to the bidder to improve their services. However, if there is no improvement in services during the mentioned duration in the letter, the client shall terminate the contract and will award the same contract to the next lowest evaluated bidder.

Documents required to be submitted as part of the Quotation

The original copy 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. The required bid security
- e. Any other requirements specified in this document
- f. Copies CID and Food Handlers License of the Kitchen Staff

General Terms and Conditions

1. The contract period for operating the canteen is for a term of one year and renewable up to one more year (total 2 years) if services are found satisfactory.
2. The monthly rent for operation of canteen will be fixed at Nu. 5,000.00 (Ngultrum five thousand) with the exception of July & January. The rent for December will be calculated till 18th of the month.
3. The rent should be deposited on or before the 7th of every month to the Adm.section. In case the monthly rent is not deposited within the said time, a late fee of Nu.50/- per day for the delayed period shall be charged, not exceeding 10 days, beyond which the contact will be terminated.
4. The Operator shall be responsible for payment for the electricity bill.
5. Subletting of contract/license directly or indirectly is not permissible and may result in pre-mature termination of contract or imposition of penalty, including forfeiture of security.

6. The Operator shall not be permitted to make any structural additions/alterations to the facilities provided by the school without written sanctions.
7. The Operator shall be responsible for maintenance of furniture/fixtures, electrical equipment and any other equipment provided. The items /furniture /fixtures /equipment provided to the operator should be returned in good condition at the expiry/termination of the contract. However, for the major maintenance if required, school shall be responsible.
8. The Operator shall publish a menu card with agreed rates and shall not sell any item at a rate higher than the agreed rates in the contract. Operator shall ensure MRP of items NOT specified in the Menu.
9. The Operator shall be responsible for providing all food/snacks/ refreshments items mentioned in the menu based on the quoted rate for all official catering and daily menu as and when required.
10. The operator shall be required to furnish sum of Nu. 25,000/- (twenty-five thousand) only as security deposit, at the time of awarded of contract. The security deposit should be submitted in the form of bank draft, bank warrant, or cheque in favor of Principal, Yelchin CS, Pemagatshel,
11. The operator shall handover all items as per the inventory list prepared at the initial handing taking over of the canteen facilities to the school. Any loss or damages to the facilities/property at the end of the expiry of the lease or upon termination, the operator shall either repair or replace and make good.
12. The canteen operator shall be responsible for payment of all applicable levies and taxes including BST and Services Charges.
13. The Canteen Management Committee instituted (CMC) by office shall monitor the quality (cleanliness and hygiene) of food on regular basis.
14. The canteen operator shall take corrective actions within 5 working days, given by the CMC in respect of feedback received from staffs of the school.
15. The canteen committee shall conduct regular meeting with the canteen operator and staffs (monthly basis/quarterly) as and when required.
16. The canteen shall operate normally from 7:00am to 7:00pm throughout the week. However, the operator should provide services beyond the above-mentioned time based on the requirement of the school; and special permission shall be sought from the school to operate apart from school's program within the canteen.
17. The school shall reserve to right terminate the agreement at any time in-case of poor quality of food, services and hygiene which shall be determined by the CMC.
18. In special instances, school reserves the right to cater from different sources depending on the nature of guest and dignitaries visiting the school.
19. Canteen shall be meant for the sale of toiletries, stationery, and other eatable items at MRP.
20. The canteen operator shall bear all the expenses for running the canteen and the school shall not in any manner be liable for collection of credit from staffs and students and any damage caused on incidents like theft, burn, fire, electric shock or

- bear any compensation for damage or injury caused to its workmen during discharging their duty.
21. The accommodation allotted by the school should not be used for any other purpose or business other than school canteen.
 22. The operator should not use the name of the school in any business dealing with other persons or traders.
 23. The canteen shall remain closed on the 2nd of every month to observe the "No buying Day".
 24. The Operator shall be responsible for general cleanliness and hygiene of canteen facilities, crockery, cooking utensils in the kitchen. The garbage shall be disposed properly.
 25. The Operator shall ensure the cleanliness of tablecloths, windows/doors curtain.
 26. Canteen operator should not entertain any person inside the kitchen other than cooks and waiters.
 27. The Operator shall not serve stale/adulterated food items. They shall be held accountable for any food poisoning/contamination.
 28. The school Campus is a "FREE ZONE", hence sale and use of tobacco, doma, alcohol and another intoxicant is strictly prohibited.

Canteen staff

- a. The operator shall employ adequate number of staffs in-order to provide quality food and services desired.
- b. The Operator shall ensure that the kitchen staff have Valid **Food Handlers' License**. In the event of the change in kitchen staff, the operator shall inform school of the change.
- c. The operator shall produce recent medical certificate of his/her employee/workers to be free from communicable diseases in addition to general fitness.
- d. The Operator shall be responsible to provide workers with appropriate uniforms to the kitchen staffs and National dress to the waiters and managers and ensure neatness and cleanliness of the staffs.
- e. The list of personnel deployed for food preparation, handling and serving have to be intimated to the school from time to time.

Schedule of Items and Priced Quotation (bid form) for canteen

| Sl.No | Item/Description | Rate in figure | Rate in word |
|-------|---|----------------|--------------|
| 1. | Rice, 3 Meat Items, 2 Vegetable items, Jaju/Dal, Salad/Ezay (per Head) | | |
| 2. | Rice, 2 Meat Items, 2 vegetable items, jaju /Dal, Salad/Ezay (per head) | | |
| 3. | Simple Lunch: Rice, 1 meat item, 1 veg item, Dal/jaju & salad/ezay (per head) | | |
| 4. | Rice, 2 veg items, Dal/Jaju and salad/ezey | | |
| 5. | Egg (Omelet) | | |
| 6. | Egg (Pouch) | | |
| 7. | Boiled egg | | |
| 8. | Mineral water (Big) per bottle | | |
| 9. | Mineral water (small) per bottle | | |
| 10. | Tea per cup | | |
| 11. | Black Tea per cup | | |
| 12. | Suja per cup | | |
| 13. | Apple juice per bottle (1 litre) | | |
| 14. | Coffee per cup | | |
| 15. | Black Coffee (per cup) | | |
| 16. | Lemon Tea (per cup) | | |
| 17. | Cheese momo per plate 5 pic | | |
| 18. | Beef momo per plate 5 pic | | |
| 19. | Vegetable momo per plate 5 pic | | |
| 20. | Roti 4 pcs with veg curry | | |
| 21. | Puri 4 pcs with veg curry | | |
| 22. | Maggi with egg (per plate) | | |
| 23. | Plain Maggi (per plate) | | |
| 24. | Koka with egg (per plate) | | |
| 25. | Plain Koka (per plate) | | |
| 26. | Pokra(4 piece with ezay) | | |
| 27. | Alu chop (4 pieces with ezay) | | |
| 28. | Chana per plate | | |
| 29. | Chilli chop per piece | | |
| 30. | Vegetable Fried rice (per plate) | | |
| 31. | Bonda per piece | | |
| 32. | Vegetable chowmein (per plate) | | |
| 33. | Meat chowmein(per plate) | | |
| 34. | Veg Bathup (per plate) | | |
| 35. | Meat bathup (per plate) | | |

| | | | |
|-----|-----------------------------|--|--|
| 36. | Vegetable thukpa(per plate) | | |
| 37. | Meat thukpa(per plate) | | |

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 WITNESS 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.
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)]¹ 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]*,² 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]

¹ 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.

² 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 date³]*. 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]

³ 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