STANDARD BIDDING DOCUMENTS FOR THE RUNNING OF CANTEEN & CATERING SERVICES 2022-2023



FOOD CORPORATION OF BHUTAN LIMITED

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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

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Invitation Bids

- 1. The [Food Corporation of Bhutan Ltd] now invites sealed Bids from eligible and qualified Bidders for
- 2. [running canteen & catering services for two years].
- 3. Bidding will be conducted through the [National] Limited Bidding a 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.
- 4. Interested eligible Bidders may obtain further information from [Food Corporation of Bhutan Ltd, Phuentsholing and Head (HRAD)] and inspect the Bidding Documents at the address given below [Administrative Officer (HRAD), Phuentsholing] from [9.00 A.M- 5.00P.M.
- 5. Qualification requirements include: [Supplier who hold valid trade license, tax clearance certificate and financial sound]. A margin of preference for eligible national suppliers and joint ventures/ consortia/associations may be applied.
- 6. 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 10th May, 2022 to till 13th June, 2022, from FCBL, Head Office Phuentsholing.
- 7. Bids must be delivered to the *Administrative Unit (HRAD)*, *P/ling* at or before [13th June, 2022]. Electronic bidding [shall not] be permitted and late Bids will be outright rejected.
- 8. Bids will be opened physically in the presence of the Bidders' representatives who choose to attend in person or on-line at the address [Conference Hall, FCBL, and Head Office Phuentsholing], dated: [13/06/2022], Bhutan time: [11.30 A.M].

FCBL Management

Date: 10/05/2022

- 1. The bidder(s) may quote for any or all items under this invitation. Each item shall be evaluated and contract will be awarded to the firm offering the lowest evaluated price (Sum of all the prices). Failing to quote for all items shall be treated as non-responsive.
- 2. Bids must be accompanied by a bid security of Nu. **5,000.00** (Five Thousand) in the form of cash warrant, demand draft or unconditional Bank Guarantee in favor of **Food Corporation of Bhutan Ltd**.
- 3. Quotation by fax or by electronic means (are not) acceptable.
- 4. 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 sum of evaluated price. The successful bidder will sign a contract as per attached form 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. Further information can be obtained from: www.fcbl.bt
- 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.

The terms of the accepted offers shall be incorporated as follows:

A. Qualification Criteria

- I. The contract period is valid for 1 year from the date of award of contract.
- II. Should possess required experience in running canteen/restaurant.

B. Capacity Requirement of Bidder

- I. Should be able to cook both Bhutanese and Indian menu items
- II. Should be able to cater to minimum of 150 heads
- III. Should supply as and when required and notified through supply order
- IV. Should supply standard quality/quantity of food
- V. Should have following items in hand
 - a) Refrigerator/deep freezer
 - b) Buffet set
 - c) Decent Crockery items sufficient to cater minimum of 150 heads
 - d) Sufficient number of good quality glasses, spoon & forks, plates, cups etc
- VI. adequate manpower to run the canteen

C. Requirement Conditions

- I. The winning bidder shall deposit monthly rental by 1st week of the following month.
- II. Serving of meals/refreshments to the staffs shall be permitted.
- III. The winning bidder shall pay all the service charges such as telephone, electricity, water, sewage etc as per the norms.
- IV. If anything is damaged to the canteen building during the tender term, the costs of repair and maintenance has to be borne by the firm. The same estimated amounted shall be deducted from the security deposit if the firm fails to abide by the terms.
- V. The rates in the canteen and supplies shall be same for all customers
- VI. Quoted rate shall remain same for the entire contract period
- VII. Should qualify all the requirements set by BAFRA for hotels pertaining to cleanliness and other safety measures

- VIII. The FCBL, tender committee reserves the right to reject if the service and other compliances is found unsatisfactory and forfeit the performance security
 - IX. The winning party is not allowed to sublet the operation of FCBL canteen to third party
 - X. The service of intoxicating substances, liquor items and gambling in any form shall not be allowed in the canteen premises. If found the contract shall remain terminated with immediate effect.
- XI. The winning bidder should display the rates of all items for information to all customers
- XII. The successful bidder has to deposit two months' rent in advance as a security deposit.
- XIII. The deposit rent shall be returned after the end of the contract period.
- XIV. The Purchaser may, by written notice, terminate the contract term at any time for its convenience:
 - I. If the Supplier fails to perform any other Terms and conditions specified with the supply Order or if the Supplier fails to perform any other obligation(s) under the supply Order, or
 - II. If the Supplier, in the judgment of the Purchaser (FCBL Administration), has engaged in any corrupt or fraudulent practices in competing for or in executing the tasks under this supply Order
- XV. The canteen shall be rented for a minimum of two year extendable based on satisfactory services.

D. Award of Contract

I. The tender will be awarded to the bidder who has quoted the lowest prices for the menu item and who has bided to pay the highest rental.

Schedule of Items and Priced Quotation (bid form)

Annexure 1:

S1.No	Menu Description	Unit	Rate	Remarks
01	White Rice	Per Plate		
02	Red Rice	Per Plate		
03	Beef Pa	Per Plate		
04	Pork Pa	Per Plate		
05	Sha kam Pa	Per Plate		
06	Sikam Paa	Per Plate		
07	Gyep Paa	Per Plate		
08	Dry Fish Paa	Per Plate		
09	Jasha Maroo	Per Plate		
10	Kangchu Maroo	Per Plate		
11	Pork Curry	Per Plate		
12	Sha kam Curry	Per Plate		
13	Sikam Curry	Per Plate		
14	Beef Curry	Per Plate		
15	Chicken Curry	Per Plate		
16	Sha Kam Datshi	Per Plate		
17	Fish Curry	Per Plate		
18	Pork Chili	Per Plate		
19	Beef Chili	Per Plate		
20	Liver Fried	Per Plate		
21	Liver Curry	Per Plate		
22	Puri Sabji (5pcs)	Per Plate		
23	Sukha Roti (5pcs)	Per Plate		
24	Aludam and Puri (5pcs)	Per Plate		
25	Aludam	Per Plate		
26	Chana	Per Plate		
27	Boil Egg	Per Plate		
28	Boil Egg Fried	Per Plate		
29	Omlet Egg	Per Plate		
30	Paizee/Pokora	Per Plate		
31	Momo Beef (5pcs)	Per Plate		
32	Momo Pork (5pcs)	Per Plate		
33	Momo Vegetables (5pcs)	Per Plate		
34	Momo Cheese (5pcs)	Per Plate		
35	Fried Rice Beef	Per Plate		
36	Fried Rice Pork	Per Plate		
37	Fried Rice Vegetables	Per Plate		
38	Fried Rice Plain	Per Plate		
39	Freid Rice Egg	Per Plate		
40	Wai Wai Plain	Per Plate		
41	Maggi Plain	Per Plate		
42	Koka Plain	Per Plate		
43	Wai Wai with Egg	Per Plate		

44	Maggi with Egg	Per Plate			
45	Koka Plain with Egg	Per Plate			
46	Suja	Per Cup			
47	Milk Coffee	Per Cup			
48	Black Coffee	Per Cup			
49	Black Tea	Per Cup			
50	Milk Tea	Per Cup			
51	Wet Mushroom Datshi	Per Plate			
52	Emadatsi Curry (Bhutanese Dry Chilli)	Per Plate			
53	Emadatsi Curry (Bhutanese Green Chilli)	Per Plate			
54	Kewa Datshi	Per Plate			
55	Nakey Datshi	Per Plate			
56	Beans Datshi	Per Plate			
57	Mixed Vegetable Curry	Per Plate			
58	Mater Paner	Per Plate			
59	Salad	Per Plate			
60	Jaju	Per Plate			
61	Dretshi Veg.	Per Plate			
62	Shamdey Non -Veg.	Per Plate			
63	Thukpa Chicken	Per Plate			
64	Thukpa Pork	Per Plate			
65	Thukpa Beef	Per Plate			
66	Thukpa Plain	Per Plate			
67	Veg Chowmein	Per Plate			
68	Chicken Chowmein	Per Plate			
69	Pork Chowmein	Per Plate			
70	Beef Chowmein	Per Plate			
71	Plain Dhal	Per Plate			
72	Fried Dhal	Per Plate			
73	Bathup Veg	Per Plate			
74	Bathup Pork	Per Plate			
75	Bathup Beef	Per Plate			
76	Lassi	Per Glass			
77	Mineral Water 500ml	Per Bottle			
78	Mineral Water 1000ml	Per Bottle			
	Grand Total				

Annexure 2:

Sl.no	Descriptioon	Rent per month
01	Canteen Rental	

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) Evidence of past work experience/certificate
- (f) Power of attorney letter if the bid is signed other than the proprietor himself/herself to ensure legality of the bidding process.
- (g) Any other requirements specified in this document

Form- 1

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.

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

Form-3

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 of authorized representative(s) of the bank]

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