

STANDARD BIDDING DOCUMENT

Catering services



ROYAL GOVERNMENT OF BHUTAN

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Tourism Council of Bhutan



Name of Work	:	TCB Catering Services for FY 2019-2020.
Period of Completion	:	One Fiscal Year (i.e., w.e.f. 1 st July 2019 - 30 th June 2020)
Bid Reference No	:	TCB/ADM-11/2019/ 8496 , dated 14 th May 2019
Date of Issue	:	14 th May, 2019 (Kuensel)
Method of Procurement	:	Open Tender (30 days)
Concerned Division	:	Administration & Finance Division, Tourism Council of Bhutan
Bidder's Name & Address	:	

Administration and Finance Division
Tourism Council of Bhutan
Download from TCB website www.tourism.gov.bt
14th May, 2019- 14th June 2019

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
Royal Government of Bhutan
pppd@mof.gov.bt
Telephone no. 00975 2 336962, fax no. 336961

Invitation for Quotation (IFQ)

Request for Quotation

FOR

PROVIDING CATERING SERVICES FOR FY 2019-2020.

(i.e., w.e.f. 1st July 2019 - 30th June 2020)

Invitation for Quotation (IFQ)

INVITATION FOR QUOTATION (IFQ)

Project title: **Providing Catering Services for Framework Contract Basis 2019-2020 Fiscal Year**

Contract Ref: **TCB/ADM-11/2018/8496** , dated 14th May, 2019

To:

Dear Sir/Madam,

1. Sealed quotation is hereby invited for the following as per the terms and conditions specified below:

i. *Providing Catering Services for Framework Contract Basis 2019-2020 Fiscal Year.*

[Information on list of menus are attached separately]

2. The quotation must submit in sealed envelope marked as **Quotation for “Providing Catering Services for Framework Contract Basis 2019-2020 Fiscal Year”** and provide warning not to open before **10 AM, 14th June 2019**.

3. The bidder(s) must quote for all items under this invitation. Price quotations will be evaluated for all items together and contract will be awarded to the firm (s) offering the lowest evaluated total cost under this invitation.

4. The bidder(s) shall submit one original of the priced quotation with the Form of Bid and clearly marked **ORIGINAL**. In addition, the bidder(s) should also submit one copy marked as **COPY**. The quotation including all documents in the attached format should be sealed in an envelope as required by PRR 2009 clause 5.1.7.2. **If your envelope is not marked as required by PRR 2009 Clause 5.1.7.2 & 5.1.7.3**, the bid shall be rejected and addressed to and delivered at the following address:

**Director General
Tourism Council of Bhutan
Thimphu, Bhutan.**

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5. The deadline for receipt of your quotation(s) by the purchaser at the indicated address is: **14th June 2019, on or before 10:00 AM BST.**
 6. The bid shall be accompanied with a lump sum of **Nu. 20,000/-** as a bid security amount in the form of cash warrant, demand draft or unconditional Bank Guarantee which should normally be valid **28 days** beyond the end of bid validity period. **Any bid not accompanied by bid security including validity shall be treated as non responsive to Invitation for Quotation and will be rejected without seeking further explanation.**
 7. Quotation by fax or by electronic means is **not** acceptable.
 8. 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 until the end of the contract period. The contract is to perform with **Tourism Council of Bhutan, Thimphu, for the period of one Fiscal Year (w.e.f. 1st July 2019 - 30th June 2020)**
 - b) EVALUATION OF QUOTATION: offers determined to be substantially responsive 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.
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- (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 of contract and terms and conditions of supply.
- d) **VALIDITY OF THE OFFERS:** your quotation(s) shall be valid for a period of **60 days** from the deadline for receipt of quotation(s). ***However, the rates of the items/menus will be valid only for the period of one Fiscal Year/contract duration (w.e.f. 1st July 2019 - 30th June 2020).***
9. Further information can be obtained from: **Administration, TCB.**
10. The **Tourism Council of Bhutan** has a budget allocation for the purchase of Goods and wishes to apply some of that allocation for the purchase of Goods for which this Request for Quotation is issued.
11. Depending on the final requirement, the purchaser may increase or decrease the quantities by fifteen percent (**15%**) of the purchase order.
12. The quotation(s) will be opened in the presence of bidders or their representatives who choose to attend at the specified venue and time.
13. 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.
14. 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).
15. Normal commercial warranty/guarantee shall be applicable to the supplied goods.
16. The payment shall be made to the supplier by the **Accounts Section, Tourism Council of Bhutan, Thimphu**, upon the verification of the challans and the bills by the concerned officials within **thirty (30) days** after the delivery of goods.
17. The lump sum amount of **Nu. 20,000/-** shall be retained as performance security deposit with the Tourism Council of Bhutan and paid at the end of the contract period. The validity of performance security deposit should be one month beyond the end of the contract period and detailed shall be drawn during the contract signing.

Schedule of Items and Priced Quotation (bid form)

Bidders have to fill up the menu forms in original provided by the TCB without using extra forms or sheets.

SL	Description of Goods	Menu Items in Package	Rate per Head/Plate	Remarks
1	<i>VIP Lunch</i>	1) Rice/Nan/Roti/Chowmin (Any three items) 2) Meat three items, 3) Veg. Two items, 4) Dal/Jaju, 5) Salad/Ezay, 6) Veg, Soup, & 7) Assorted fruits		The items should be served as per the demand of the concerned person on official duty.
2	<i>Standard Lunch</i>	1) Rice/Nan/Roti/Chowmin (Any two items), 2) Meat two items, 3) Veg. Two items, 4) Dal/Jaju, 5) Salad/Jaju		-do
3	<i>Simple Working Lunch</i>	1) Rice, 2) One meat item, 3) One Veg. Item, 4) Dal/Jaju, 5) Salad/Ezay		-do-
4	<i>Hi-Tea</i>	1) Tea, 2) Coffee, 3) Suja, 4) Chinta, 5) Four different Snacks item (including cake as one item), & 6) Assorted fruits display		-do-
5	<i>Standard Tea with Snacks</i>	1) Tea, 2) Coffee, 3) Suja, 4) Chinta, 5) Three different Snacks item (including cake as one item)		-do-
6	<i>Working Tea with Snacks</i>	Tea/Coffee/Suja along with one item snacks		-do-
7	<i>Fruits with leamon tea/ green tea</i>	Any 3 types of seasonal fruits (6 pieces of fruits in a plate with green tea and lemon tea		
8	<i>Suja-Dreasi</i>			-do
9	<i>Dem-Dezang</i>			-do-
10	<i>Standard Size Thokey</i>	Assorted Fruits		-do-
11	<i>Mineral Water per Bottle (1000ml)</i>			-do-
12	<i>Mineral Water per Bottle (500ml)</i>			-do-
		Grand Total Amount (Nu.)		

Contract Duration	One Fiscal Year (w.e.f. 1st July 2019 - 30th June 2020)
Warranty Provided	Months from date of supply or commissioning of the Goods.N/A.....

Signature of Supplier/Contractor	Supplier's Official Stamp
Name of Supplier/Contractor	
Date	

Note:

Contract duration is not extendable.

The Evaluation and the comparison of the rates shall be based on the sum total of the whole package. Please you are required to quote the rates for all the items under this package. If you fail to quote for any of the given item (s), your bid shall be considered non-compliance to the bidding instructions and will be rejected without seeking further explanation/information.

Specification of the Service Required

SI	Item	Specifications
1	Providing Catering services Canteen Services for 2019-2020 Fiscal Year	<p>The service provider/caterer should provide healthy services as per BAFRA standard.</p> <ol style="list-style-type: none"> 1. Prompt catering services must be ensured whenever ordered. 2. No leftover or unhygienic food item shall serve at any given point of catering services, and if found, stern action shall be taken, with the possibility of terminating the contract and even barred from future tender participation. <p>The service provider/caterer must have capacity to provide mass catering services, such as for workshops, seminar, high level meetings and conference etc.</p>

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) The required bid security as specified in Clause 6, under Invitation for Quotation.
- (e) Copy of valid BAFRA certificate
- (f) Evidence of past work experience
- (g) Integrity Pact Statement issued during the time of tender purchase and should be signed & duly filled.
- (h) Power of attorney letter if the bid is signed other than the proprietor himself/herself to ensure legality of the bidding process.
- (i) Any other requirements specified in this document

Your bid will be considered as non-compliance to the instructions of bidding documents, if failing to provide the above mentioned as a part of quotation. Moreover, your bid will be rejected without seeking further information

General 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 lump sum amount of **Nu. 20,000/-** as a performance security deposit to the Tourism Council of Bhutan 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. The performance security deposit shall be valid one month beyond the end contract period.
2. The contract duration shall be for the period of one Fiscal Year starting from **1st July 2019 - 30th June 2020.**
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, service charges, duties; insurance and any other costs involved till the end of contract period/duration 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. **Three times notice/reminder shall be given failure to fulfill the terms and condition of the contract. Otherwise the contract will be terminated.**
 - b. if the Supplier fails to perform any other Terms and conditions specified with the Purchase Order, or exceeds the maximum amount of liquidated damages.
 - c. if the Supplier fails to perform any other obligation(s) under the Purchase Order, or
 - d. 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

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- e. 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.

REQUIRED TERMS & CONDITIONS

1. **Work Details:**
“Providing TCB Catering Services for Framework Contract Basis” for 2019-2020 Fiscal Year
2. **Contract Duration:**
The period of contract shall be for One Fiscal Year (w.e.f., 1st July 2019 - 30th June 2020)
3. **Place of Performance**
With Tourism Council of Bhutan, Thimphu
4. **Effective Date:**
Contract will come into force **w.e.f., 1st July 2019**
5. **Timing**
On demand by the concerned officials from the TCB at all the times.
6. **Rates of Item**
The menu should be sold as per the approved quoted rates. The prices/rates decided and agreed between the parties for various items shall be fixed and no escalation in the finalized rates will be permitted during the duration of the Agreement. **If found charging beyond the approved rates, stern action will be taken against the service provider.**
7. **Validity of Rates**
The rates for all the food items shall be valid for one **“FISCAL YEAR”**
8. The food and refreshment should be served on time to time, fresh, well hygienic and enough as per the demand/order of the purchaser.

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9. You should strictly adhere to the punctuality, promptness in services and proper dress code of the staff members while delivering the service.
 10. The services should be carried out all the time as per the demand of the concerned officials from TCB. You are also required to provide services on any occasion beyond the stipulated time as per the order of the concerned officials.
 11. The service provider shall maintain highest level of decency and peaceful environment within the TCB's complex. **"Hygiene and cleanness is the TCB's priority; since the TCB is one of the courtesy for official guest in the nation"**.
 12. The Administration and Finance Division will monitor the rates charged from time to time.
 13. Very high standards of hygiene and cleanliness shall be observed by the service provider at all times.
 14. **Enough man-power has to be mobilized by the operator and should be wearing the formal dress within office premises.**
 15. The service provider shall be liable to pay **2% TDS** for all catering service made to the TCB or any other agency.
 16. **The service provider/caterer shall not have right to revise any rates of the items that are offered in the bid without the prior approval of the Tourism Council of Bhutan.**
 17. **Enough man-power has to be mobilized by the caterer and should be wearing the formal dress within office premises.**
 18. **The service provider/caterer has to arrange furniture and utensils at his own cost. The TCB shall not be responsible for providing furniture items.**
 19. ***Detail terms & conditions shall be drawn with the winning bidder during the time of contract signing on later dates.***

Invitation for Quotation (IFQ)

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]

Invitation for Quotation (IFQ)

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]

Invitation for Quotation (IFQ)