
STANDARD BIDDING DOCUMENT

(Procurement of Goods & Services)



**Operation of the University Canteen -
Office of the President Canteen - Khesar Gyalpo University of Medical
Sciences of Bhutan.**

University Canteen for the FY- 2020 - 2021

Procuring Agency: -

**Office of the President
Khesar Gyalpo University of Medical Sciences of Bhutan (KGUMSB)
Thimphu Bhutan**

Website: www.kgumsb.edu.bt



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



Invitation for Quotation (IFQ)

Project title: - RGoB

Source of Funding: - RGoB

Contract Ref: - KGUMSB-Pro-10/2020-2021/1071

Dear Sir/Madam,

1. Office of the President (OOP), Khesar Gyalpo University of Medical Sciences of Bhutan invites sealed Bids from eligible Bidders for the operation of the University Canteen as per the scope of the work mentioned hereinafter.

2. Scope of work

Operation of the University Canteen as per ToR and the price schedule.

3. Detailed specifications, scope of work and terms and conditions are given in the Bidding documents which are available at the address given below as per the following schedule:

Name of the package	Operation of the University canteen, KGUMSB-THIMPHU
Bid receipt date and time	October 09 to November 09,2020
Bid opening date and time	11 am, November 09, 2020
Bidding documents shall be available at:	Website: www.kgumsb.edu.bt

4. Interested bidders can download the bidding documents from the Khesar Gyalpo University of Medical Sciences of Bhutan website **for free**.
5. The bidder must submit one set of original and another set of copy of documents constituting the Bid, and clearly marked each as **ORIGINAL** and **COPY**. In the event of any discrepancy between the copies and the original bid, the original shall prevail. The quotation including all documents in the attached format should be sealed in an envelope as required by PRR 2019, and addressed to and delivered at the following address.

Assistant Procurement Officer
Khesar Gyalpo University of
Medical Sciences of Bhutan,
Thimphu

Telephone: 02-328999/17616187



-
6. The original and *copy (ies)* of quotation submitted by the supplier shall comprise the following:

A duly completed and signed priced quotation as per the Schedule of Items and the Priced Quotation;

- (i) A valid Trade License (Restaurant License)
- (ii) A valid Tax Clearance Certificate;
- (iii) The required bid security
- (iv) Clearance from BAFRA; and
- (v) Any other requirements specified in this document
- (vi) Letter of Experience

7. Address For communication:

Name: Kinley Tshering

Designation: - Administrative Officer –

Email: - kinleyadm@Kgumsb.edu.bt

Office No. 02-328999/17632572

(The bidders are recommended to contact the above-mentioned person regarding any clarification on the terms and conditions)

8. The amount and currency of the Bid security is *[Nu. 20,000/- the bid security shall be validated up to one year]* **Bid security of the successful bidder will be retained with the University as performance security deposit and will be refunded at the end of the contract period.**
9. Submission of bid by fax or by electronic means (**are not**) acceptable.

10. Opening of the Bid

- 1) The Bid 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.

11. Evaluation of Bid

The bidders must quote for all the items under this invitation. Bids will be evaluated for all the items together and contract will be awarded to the firm offering the lowest evaluated total cost of all the items.

The bid 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.

- 1) All prices shall be quoted in Ngultrum.
- 2) Offers determined to be substantially responsive to the technical specifications will be evaluated by comparison of their quoted prices. In evaluating the bids, the purchaser will determine for each bid the evaluated price by adjusting the bid 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 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.
 - (iii) If the supplier refuses to accept the correction, this bid will be rejected and the bid security shall be forfeited.

12. Award of contract:

1) Award Criteria

- (i) KGUMSB shall award the contract to the successful bidder whose bid has been determined to be substantially responsive and to be the lowest evaluated bid, further provided that the bidder is determined to be eligible and qualified and has the capacity and capability to fulfil the contract.

2) Letter of Acceptance

- (i) Prior to the expiry of the period of bid validity, KGUMSB shall notify the successful bidder, through a letter of Acceptance (LoA) that its bid
- (ii) has been accepted indicating the award price.
- (iii) Until a formal contract is prepared and executed, the (LoA) shall constitute a binding contract between the successful bidder and the KGUMSB.
- (iv) Upon the furnishing of performance security by the successful bidder, KGUMSB shall promptly notify each unsuccessful bidder and return their bid security.



3) Signing of Contract Agreement

- (i) At the same time as notifying the successful Bidder in writing through the (LoA) that its Bid has been accepted, KGUMSB shall invite the successful Bidder for signing of Contract Agreement.
- (ii) The contract agreement shall be signed within ten working days of the issuance of the (LoA).

4) Performance Security

- (i) The amount and currency of the Bid security is *[Nu. 20,000/- the bid security shall be validated up to one year] Bid security of the successful bidder will be retained with the University as performance security deposit and will be refunded at the end of the contract period.*
- (ii) Failure of the successful bidder to submit the above-mentioned performance security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security. In that event, KGUMSB may award the Contract to the next lowest evaluated Bidder whose offer is substantially responsive and is determined by KGUMSB to be qualified to perform the Contract satisfactorily or call for fresh bids.

Schedule of Items and Priced Quotation (bid form)

Sl.	Item	Description & Details (<i>minimum specifications of goods to be supplied</i>)	Unit	Qty	Unit Rate (Nu.)	Total Amount (Nu.)
1		List of Menu attached				
2		Catering services				
		Sub-Total for Supply of Goods				
		Total Amount for Supply of Goods to Purchaser (including all types of cost)				
		Goods to be supplied to [<i>Destination of Goods</i>]				



Total Amount in Nu. (in words)	
Delivery period	<i>Number of days from the date of issue of the Purchase Order by the Purchaser</i>

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

[The Supplier may attach copies of relevant brochures/catalogue for the goods to be supplied, which will give sufficient information to carry out effective evaluation]

Technical Specification of the Goods and workers required

Sl. #	Item	Specification
1		List attached

Signature of Supplier	Supplier's Stamp
Name of Supplier	
Date	



Terms and Conditions: -

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.

The terms and conditions of the contract agreement shall be;

1. Contract Duration

The contract duration is for a period of **12 months** from the date of award of contract.

2. Service provider's scope:

The service provider will be required to undertake the following activities;

- (i) The winning bidder will have to operate the University Canteen, Office of the President, KGUMSB.
- (ii) Bidders have to fill up the menu forms in original provided by the University without using extra forms or sheets.
- (iii) The University Canteen- OOP will be charged a nominal rent of Nu. **3500/-** (ngultrum Three thousand and Five Hundred) only per month for the University Canteen, OOP. The canteen operator is cautioned to take extra care of the furniture and other items provided by the University while handling these items and if they are broken accidentally, the University will consider on a case by case basis but if anything is missing, the owner shall have to replace them at his own expense.
- (iv) The monthly rental of canteen shall be reviewed after every 2 years as per the existing Tenancy Act.
- (v) 10% Bhutan Sales Tax (BST) will be allowed on the bills as per the existing rules and regulations of the Ministry of Finance.
- (vi) However, the 10% service charge will be allowed only if the catering is done outside the University building premises.
- (vii) Payment of any official catering will be made upon submission of the bills/invoice after completion of each activity.
- (viii) The canteen operator must cater refreshment, lunch for the official meeting, workshop/seminar/training as per the order and requirement of the University.
- (ix) No meals will be served in the individual rooms. However, tea, snacks and refreshment will be served to the individual rooms as and when ordered.
- (x) The Canteen Operator shall ensure that its employees follow proper dress code in the University Office.



Working hours:

- (i) The Canteen services should be available after the office hours till **6 PM**.
- (ii) The Canteen operator shall provide their services even on weekends and holidays if desired by the University.

Staffing:

- (i) The service provider shall provide required staff for the proper carrying out of the operations at its own expenses and such staff must be experienced, medically fit, BAFRA licensed and shall at all times be properly, formally and neatly dressed.
- (ii) They must make their own arrangement for transporting food items to various locations.
- (iii) Enough staff has to be mobilized by the canteen operator every time.
- (iv) The service provider shall strictly comply with Labour and Employment Act in terms of recruitment and remuneration of its staff.

Quality, Health and Safety Management:

- (i) Ensure compliance to all requirements of Bhutan Agriculture & Food Regulatory Authority regulations.
- (ii) Ensure that all staff know how to handle fire hazards, fire extinguishers and are trained first aid workers.
- (iii) Keep all catering areas, equipment, fixtures, kitchen drains, kitchen refuse area, crockery; utensils etc. clean, hygienic and tidy using only environmentally safe products.
- (iv) Use of fuel wood for cooking shall not be allowed.

Monitoring:

- (i) Administration Unit, OOP, KGUMSB shall schedule a standard meeting between the service provider and University periodically as and when required.
- (ii) Administration Unit, OOP- KGUMSB shall conduct regular surveys to assess the quality of service and certain standards provided by the service provider.

Termination of Contract:

Management of OOP, KGUMSB shall terminate the Contract pre-maturely and forfeit the performance security after serving three written notices as follows:

1) Notice

- (i) The Administration Unit must give a written notice to the Supplier if



any complaints received from the users with regard to the canteen services and shall give them a period of seven days to improve their service on the first instance.

- (ii) If the Supplier fails to improve after the first written notice then the Administration Unit shall serve a second written notice to the Supplier with a period of seven days to improve their services.
- (iii) If the Supplier fails to improve after serving two written notices then the Administration Unit will forward the matter to Management for termination of the contract agreement in whole at any time.

2) Grounds for termination of contract:

- i) The quality of the food or hygiene standard is found unsatisfactory.
- ii) Found to have indulged in selling of the toxic products like alcohol, tobacco items, drugs, etc.
- iii) Found involved in any undesirable or illegal activities.
- iv) In the event of repeated complaints against the Canteen management from the the employees of University regarding quality/supply of meals.
- v) Any of the above terms and conditions is violated.

Reservation of rights:

- (i) The OOP, KGUMSB reserves the right to amend, modify or terminate any of the procedures or requirements set out in this TOR at any time or from time to time without prior notice to interested parties or successful bidders.
- (ii) The OOP, KGUMSB further reserves the right to accept or reject the lowest or any proposal or Bid.

Right to engage third party:

OOP, KGUMSB reserves the right to engage third party(s) if the service provided is not as per the requirement of OOP, KGUMSB. However, the winning party is not allowed to sublet the operation of the canteen to &e third Party.

Rate:

No rate increase shall be entertained during the period of Contract. The rate shall be fixed as per the rate submitted in the price schedule.

Effective date of contract:

The term “Effective date of contract” shall mean the date of the signing of the contract Agreement.



Taxes:

Any rates and taxes applicable for running the canteen will be the responsibility of the service provider.

Dispute and Adjudication:

Disputes arising from the implementation of the provisions of the contract shall be settled through negotiation. In the event, negotiation fails; the case shall be adjudicated at the Royal Court of Justice.



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:

In the capacity of *Adm. Officer, OOP, KGUMSB*

In the presence of

Procurement Officer, Procurement Unit, OOP, KGUMSB

For and on behalf of the Supplier

Signed:

In the capacity of *Owner*

In the presence of

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]



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]



Menu and Rate for University Canteen for FY-2020-2021

Sl.No	Particular	Qty	Rate	Remarks
1	Red Rice	per plate		
2	White Rice	per plate		
3	Roti (3 piece)	per plate		
4	Puri (3 piece)	per plate		
5	Pork (Sikam paa)	per plate		
6	Pork curry	per cup		
7	Pork ribs	per plate		
8	Beef curry	per cup		
9	Beef (Shakam paa)	per plate		
10	Beef ribs	per plate		
11	Fish curry	per cup		
12	Fish Fry	per plate		
13	Chicken Curry	per cup		
14	Chicken Chilli	per plate		
15	Dry Fish	per plate		
16	Ema Datshi	per cup		
17	Mixed Vegetable	per cup		
18	Mushroom Datshi	per cup		
29	Kewa Datshi	per cup		
20	Aloo Dum	per cup		
21	Dhal/Jaju	per cup		
22	Noodles (Maggi/Koka/Waiwai with mixed veg.)	per plate		
23	Noodles (Maggi/Koka/Wai Wai with one meat item)	per plate		
24	Noodles (Maggi/Koka/Wai Wai with one egg)	per plate		

25	Veg. Chowmin	per plate		
26	Non-veg. Chowmin	per plate		
27	Egg Chowmin	per plate		
28	Egg Omelette (one egg)	per plate		
29	Egg Scrambled (one egg)	per plate		
30	Cheese Momo (5 piece)	per plate		
31	Non-veg. Momo (5 piece)	per plate		
32	Samosa (3 piece)	per plate		

33	Veg. Bathup	per plate		
34	Non-veg. Bathup	per plate		
35	Veg. fried Rice	per plate		
36	Non-veg. fried rice	per plate		
37	Dhal/Jaju	per cup		
1	Milk tea (small cup)	per cup		
2	Milk tea (double cup)	per cup		
3	Black tea (small cup)	per cup		
4	Black tea (double cup)	per cup		
5	Milk coffee (small cup)	per cup		
6	Milk coffee (double cup)	per cup		
7	Black coffee (small cup)	per cup		
8	Black coffee (double cup)	per cup		
9	suja (double cup)	per cup		<i>Any items which are not in the list will be based on MRP.</i>
10	Mineral water (small bottle)	per bottle		

11	Mineral water (big bottle)	per bottle		
Grand Total =				