

STANDARD BIDDING DOCUMENT



Royal University of Bhutan

OPERATION OF WET CANTEEN

**Office of the Vice Chancellor
Royal University of Bhutan
Lower Motithang, Thimphu**

**Operation of wet canteen, Office of the Vice Chancellor, Royal University of Bhutan,
Lower Motithang, Thimphu for the financial year 2024-2025**

Section I

**Invitation for Quotation
(IFQ)**

Date: 1 May, 2023

Invitation for Quotation (IFQ)

Sir/Madam,

The Office of the Vice Chancellor (OVC), Royal University of Bhutan, Lower Motithang, Thimphu is pleased to invite sealed quotation from eligible bidders to operate the OVC wet canteen for the **FY 2024-2025 commencing from 1st July 2024.**

1. The Bidder shall submit only **one original copy** of the bid and all the pages should be duly sealed and signed by the authorized person. The outer envelope of the sealed bid should be kept as Confidential without revealing the identity of the bidder. The bid will be considered as non-responsive if the bidders fail to abide by this Clause.
2. The bid quotation in the required format should be addressed and submitted to the below mentioned address:

**The Registrar
Office of the Vice Chancellor
Royal University of Bhutan Lower Motithang
Thimphu**

3. The deadline for the receipt of quotation(s) by the Office of the Vice Chancellor is on or before **1300 Hours, dated 22 May, 2024 and will be open on the same date at 1430 hours at Conference Hall, OVC, RUB.**
4. Quotation by fax or any electronic means are **not acceptable.**
5. No spouse or dependent of a staff of the Office of the Vice Chancellor shall be allowed to participate in the tendering related to catering services.
6. The quotation shall be valid for a period of **60 days** from the date of submission of the bid.
7. Any bids received by the Office of the Vice Chancellor after the deadline for submission of bids prescribed by the Office of the Vice Chancellor will be declared '**late**' and shall be rejected and returned (unopened) to the bidder.
8. Sealed bid should be submitted along with the EMD of **Nu. 15,000.00 (Ngultrum Twenty Thousand only)** in the form of Demand Draft/Bank Guarantee/Cash Warrant in favor of the **Registrar, Office of the Vice Chancellor, Royal University of Bhutan.** If the winner withdraws the bid during the bid validity period, the EMD shall be forfeited. The successful bidder EMD shall be kept back as performance security for one year.

9. The quotation should be submitted as per the following instructions:

- a) **PRICE:** all prices shall be quoted in Ngultrum (Nu.). The quoted price shall include all taxes, duties, insurance, service charge, transportation within Thimphu and any other cost involved. The final place of delivery will be as per the work order.
- b) **EVALUATION OF QUOTATION:** offers determined to be substantially responsive to the Terms and Conditions will be evaluated based on the quoted prices. During the evaluation of the quotations, the Office of the Vice Chancellor will determine for each quotation the evaluated price by adjusting the price quotation making correction for any arithmetical errors as follows:
 - a. 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.
 - b. if the bidder refuses to accept the correction, the quotation will be rejected and the EMD shall be forfeited. The work for the same will be awarded to the next bidder.
 - c. **AWARD OF CATERING SERVICE:** The employer shall make the comparative statement of the bid price. *The award shall be made to the bidder who has quoted maximum numbers of items with the lowest rates. Therefore, the grand total will not decide the award of the contract.* The bidders are required to quote for the entire item listed in the Item Details (**Attached as Annexure I**). Failure to quote for even a single item will lead to **rejection of bid**.

10. **The original quotation submitted by the bidder shall comprise of the following documents:**

- a) A duly completed and signed priced quotation as per the Item Details;
- b) A valid Trade License;
- c) A valid Tax Clearance Certificate;
- d) The EMD;
- e) The power of attorney;
- f) Any other documents as specified in this bid.

Section II

Terms and Conditions

Terms and Conditions

The Terms and Conditions hereinafter may only be altered with the written agreement of the Office of the Vice Chancellor and no terms and conditions put forward at any time by the bidder shall form any part of the Contract. Following are the terms and conditions:

1. The Office of the Vice Chancellor will award the contract as per the Section I, IFQ, Clause No. 9 (c) and reserves the right to accept or reject any or all the bids without assigning any reason whatsoever.
2. Before the award of the work, if there are new items to be included, the rate will be agreed jointly by the tender award committee and the winning bidder.
3. The bidder whose bid is accepted will be notified of the award of the contract by the Office of the Vice Chancellor prior to expiration of the quotation validity period.
4. Any complaint lodged by any of the bidders in the written form shall be dealt upon verification, if necessary, before the award of the contract.
5. In special instances, the Office of the Vice Chancellor reserves the right to avail services from different hoteliers/catering agents depending on the need of the Office of the Vice Chancellor.
6. This bid shall not apply for convocation catering services.
7. During the contract period, the Catering Agent must render unfailing services. If fails, the Office of the Vice Chancellor reserves the right to award to the next bidder as per Section I, IFQ, Clause No. 9 (b).
8. In the course of services, if the Catering Agent fails to abide by the contract agreement, the Office of the Vice Chancellor shall issue a letter to improve the services. However, if there is no improvement in the services during the prescribed period, the Office of the Vice Chancellor shall terminate the contract and will award the same contract to the next bidder or call for retender.
9. In case the selected bidder withdraws owing to his interest or is terminated due to breach of the contract agreement, the performance security of Nu. 15,000/- (Ngultrum Twenty Thousand only) shall be forfeited. The particular license holder will not be allowed to participate in any sort of tender related to catering services at the Office of the Vice Chancellor for a period of 2 (two) years from the date of issuance of the letter.
10. The Office of the Vice Chancellor may, by written notice, terminate the contract agreement at any time for its convenience, if:
 - a) the Catering Agent fails to perform as per the Terms and conditions specified in the contract agreement;

- b) the Catering Agent does not take any remedial action within a period of (7) seven calendar days after receipt of a notice of default from the Office of the Vice Chancellor specifying the nature of the default(s);
 - c) the Catering Agent, in the judgment of the Office of the Vice Chancellor has engaged in any corrupt or fraudulent practices in competing for or in executing the tasks under this contract agreement; and
11. If the Catering Agent fails to deliver the services required for a particular activity, the Office of the Vice Chancellor reserves the right to use the Performance Security to cover the cost of services sought from other catering agent.
12. The contract duration for the operation of the canteen shall be One year and renewable by another one year based on the performance of the Catering Agent.

Section III

General Terms and Conditions

General Terms and Conditions for the Operation of Canteen are as follows:

1. The rent for the Canteen is **Nu. 5000/- (Ngultrum Five Thousand only)** including water bill.
2. The Catering Agent shall bear the electricity bill.
3. The Catering Agent shall cater refreshment and meals for all official purposes.
4. The Canteen shall operate normally from 0800 hours to 1700 hours during week days (Monday to Friday) and beyond office hours if required. The catering services shall be made available even during weekends and government holidays as per the requirement.
5. Arrangements should be made to serve meals or refreshments within 3 hours of advance order to Catering Agent. Catering Agent should be responsible to deliver quality services without fail.
6. The foodstuff may be inspected by the Canteen Regulation Committee and if found sub-standard or unacceptable, the Catering Agent is liable for termination of the contract without assigning any reason thereof.
7. The foodstuff should be enough for the number of heads ordered. Deviation for two heads after order shall be unaccounted.
8. The rent should be deposited on or before the 7th of every month to the Finance Division. In case the monthly rent is not deposited within the said time, a late fee of Nu.100/- per day for the delayed period shall be charged, not exceeding 10 days, beyond which the contract will be terminated.
9. Payment of the Invoice shall be arranged by the Office of the Vice Chancellor within thirty (25) days upon submission of original bill against the catering order duly signed by the Administrative Officer.
10. The Catering Agent shall not be permitted to make any structural additions/alterations to the facilities provided by the OVC without written sanctions.
11. The Catering Agent shall be responsible for maintenance of furniture/fixtures, electrical equipment and kitchen equipment damaged during the operation of the canteen. The items/furniture/fixtures /equipment provided to the operator should be returned in good condition at the expiry/termination of the contract.
12. The Catering Agent shall handover all items as per the inventory list prepared at the initial handing and taking over of the canteen facilities to the store, OVC. Any loss or damage to the facilities/property at the end of the expiry of the lease or upon termination, the operator shall either repair or replace the property. Failure to do so, the Office of the Vice Chancellor reserves the right to deduct the actual cost of items including miscellaneous expenses from the performance security.

13. Catering Agent should strictly adhere to:
 - Punctuality, promptness in service and proper dress code of the staff members, while delivering the service, and;
 - Fresh and hygienic preparation of food items.
14. The Catering Agent 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.
15. The Catering Agent shall be responsible for payment of all applicable levies and taxes including BST and Services Charges.
16. The Canteen Regulation Committee instituted by OVC shall monitor the quality (cleanliness and hygiene) of food on regular basis.
17. The Canteen Regulation Committee shall conduct regular meeting with the Catering Agent and the OVC staff as and when required.
18. If the Catering Agent intends to entertain customers (organization of events) beyond OVC staff within the office premises, special permission shall be sought from the Administrative Officer. Failing to do so, the Operator will be liable for any inconveniences caused.

Human Resources

1. The Catering Agent shall employ adequate number of staff in order to provide quality food and desired services.
2. The Catering Agent shall be responsible to provide appropriate dress/uniform to the employees as per requirement.

Hygiene and Cleanliness

1. The Catering Agent shall ensure to have Valid **Food Handlers' License** for the kitchen staff. In the event of the change in kitchen staff, the operator shall inform OVC of the change.
2. The Catering Agent shall be responsible for general cleanliness and hygiene of canteen facilities, crockery, cooking utensils in the kitchen. The garbage shall be disposed properly.
3. The Catering Agent shall be held accountable for any food poisoning/contamination.
4. The Catering Agent shall not serve stale/expired food items. He/ She shall ensure to provide adequate tissue/napkin papers.

5. The Catering Agent shall display **NO SMOKING SIGN** along with requirement for COVID-19 protocol.
6. The Catering Agent shall not sell tobacco items, alcohol and other prohibited items in the Canteen.

Section IV

List of Canteen facilities

List of Canteen Facilities

The office shall provide the following facilities:

Sn.	List of facilities	Quantity	Unit	Remarks
1	Canteen space	approx. 765	sq.ft.	
2	Dining table 4-seater	3	Nos.	
3	Dining table 8-seater (medium)	1	No.	
4	Easy chair triple seater (sofa)	3	Nos.	
5	Center table	1	No.	
6	Chair without arm	25	Nos.	
7	Showcase with 3 eyes 2 units	1	No.	
8	Chair for counter	1	No.	
9	Counter A	1	No.	
10	Counter B	1	No.	
11	Long bench	2	Nos.	
12	White board	1	No.	
13	Geyser 50 ltr	1	No.	
14	Geyser 25 ltr.	1	No.	
15	Intercom telephone	1	No.	
16	24 hrs running water			

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 Procuring agency]*

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 an extension of this Guarantee for a period as required by the procuring agency in response to the procuring agency'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 Procuring agency]*, 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 Procuring agency]* (hereinafter called “the Procuring agency”), 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 Procuring agency 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 Procuring agency 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 Procuring agency’s Notification of Award of Contract;
 - (g) The form of Performance Security;
 - (h) The form of Bank Guarantee for Advance Payment; and
 - (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 Procuring agency to the Supplier as here in after mentioned, the Supplier hereby covenants with the Procuring agency to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
5. The Procuring agency 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 Procuring agency 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]

ITEM DETAILS**A. Official Catering (Meals)**

Item Menu 1 (Lump sum)		
Item Menu	Item Description	Rate in Nu.
1	Rice (Red)	
	Rice (White)	
	3 Vegetable items	
	3 Non-vegetable items	
	Noodle/Naan/Putta	
	Dal/Jaju	
	Eazey	
	Salad	
	Fried papad	
	Mineral water – 500ml	
	Dessert- Fruits cocktail/Rasgulla/Apple pie / Ice cream etc.	
Item Menu 2 (Lump Sum)		
Item Menu	Item Description	Rate in Nu.
2	Rice (Red)	
	Rice (White)	
	2 Vegetable items	
	2 Non-vegetable items	
	Naan Roti	
	Dal /Jaju	
	Eazey	
	Mineral water – 500ml	
Item Menu 3 (Lump Sum)		
Item Menu	Item Description	Rate in Nu.
3	Rice (Red)	
	Rice (White)	
	1 Vegetable item	
	1 Non-vegetable item	
	Naan/ Roti	
	Dal/Jaju	
	Eazey	
	Mineral Water – 500ml	

Note: The above item menu will be considered as 3 different items (Item Menu 1, Item Menu 2 and Item Menu 3)

B. Snacks Item Menu

Item Menu	Item Description	Unit	Rate in Nu.
4	Milk tea/milk coffee	standard single cup	
5	Black tea/black coffee	standard single cup	
6	Chinta/green tea/lemon tea/honey lemon tea	standard single cup	
7	Butter tea (Suja)	standard single cup	
8	Momo (Veg)	6 pcs./plate	
9	Momo (Non-Veg)	6 pcs./plate	
10	Pakora	4 pcs./plate	
11	Samosa	3 pcs./plate	
12	Alu chop	4 pcs./plate	
13	Spring roll (Veg)	3 pcs./plate	
14	Spring roll (Non-veg)	3 pcs./plate	
15	Sandwich	3 pcs./plate	
16	Chilli chop	3 pcs./plate	
17	Cake (assorted quality type – cream roll, éclairs, vanilla, chocolate, black forest etc.) per piece	1 pc./ plate	
18	Cheese stick	5 pcs./plate	
19	Suja with Daesi/ Shamdey	set	
20	Thokye	set	
21	Marchang	set	

Note: Items like assorted cakes (cream rolls, éclairs, chocolate and vanilla, black forest, and spring rolls may not be served by cutting into smaller pieces and to be served whole.

C. General Meals (Non-Vegetarian)

Item Menu	Item Description	Unit	Rate in Nu.
22	Rice (Red)	per plate	
23	Rice (White)	per plate	
24	Fried Rice (Non-veg.) with eazey	per plate	
25	Dal/Jaju	per cup (standard size)	
26	Pork Paa	3 pcs./plate	
27	Pork curry	standard cup	
28	Pork chilli	standard cup	
29	Sikam paa	3 pcs./plate	
30	Sikam curry	standard cup	
31	Sikam datsi	standard cup	
32	Pork ribs	Min. 3 pcs./plate	
33	Beef paa	3 pcs./plate	
34	Shakam paa	3 pcs./plate	
35	Shakam curry	standard cup	
36	Beef curry	standard cup	
37	Beef chilli	standard plate	
38	Fried fish	3 pcs./plate	
39	Fish curry	standard cup	
40	Dry fish	2 pcs./plate	
41	Chicken chilli	standard plate	
42	Chicken curry	standard cup	
43	Egg curry	standard cup	
44	Egg (Fried/omelette/scramble /poach)	per egg	
45	Boiled egg	per pic	
46	Koka chowmein	per plate	
47	Koka	per plate	
48	Roti	4 pcs./plate	
49	Puri	4 pcs./plate	

D. General Meals (Vegetarian)

Item Menu	Item Description	Unit	Rate in Nu.
50	Fried rice with eazey	standard plate	
51	Mixed vegetable curry/fried	standard plate	
52	Ema datsi	standard cup	
53	Shamu datsi	standard cup	
54	Sagg datsi	standard cup	
55	Beans datsi	standard cup	
56	Matar paneer	standard cup	
57	Kewa datsi	standard cup	
58	Aludum	standard plate	
59	French fries/crispy	standard plate	
60	Koka	standard plate	
61	Maggi/Wai Wai	standard plate	
62	Koka Chowmein	standard plate	
63	Maggi/WaiWai Chowmein	standard plate	
64	Chana (fried)	standard plate	
65	Bread Toast with Butter/Jam	3 pcs./plate	
66	Peanut masala/badam or mixed Salad/Chadpati	standard plate	
67	Dhaw	standard glass	
68	Mineral Water	500ml	
69	Fried Papad	2 pcs./plate	

Affix legal
stamp and sign

Name of the Bidder	
Day and Date	
Contact Number	
Email	