
STANDARD BIDDING DOCUMENT

**For Operation of Canteen at Gadhen
Lingka Central Park, Bajo**



**DZONGKHAG ADMINISTRATION
WANGDUE PHODRANG**

FY 2023-2024

Invitation for Quotation (IFQ)

Project title: **Outsourcing of Canteen at Gadhen Lingka Central Park, Bajo**

Contract Ref: **Municipal**

To:

All the interested bidders(locality of Bajo) Wangdue
Phodrang

Dear Sir/ Madam,

You are invited to submit Monthly Rental Charges for operating canteen in the Gadhen Lingka Central Park, Bajo Town.

1. The bidder(s) shall submit two sets of bidding document one clearly marked ORIGINAL and one copy marked as COPY. The quotation including all documents in the attached format should be sealed in an envelope as required by PRR 2019 clause 5.1.7.2 and addressed to and delivered at the following address:

**To,
The Dasho Dzongdag
Dzongkhag Administration
Wangdue Phodrang.**

2. The deadline for receipt of your quotation(s) by the purchaser at the indicated address is **14th July, 2023 10.00 Am and opened on the same day at 11:00 at Dasho Dzongda's chamber.**
3. Bids must be accompanied by a bid security of **Nu.20,000** address to Dasho Dzongdag, shall be in one of the following forms:
 - i. Unconditional Guarantee issued by a reputed Financial Institution acceptable to the procuring agency in the form provided in the bidding documents or any other form satisfactory to the procuring agency;
 - ii. Baker's cheque/ Cash warrant;

iii. Demand Draft.

4. Quotations by fax or by electronic means are **not** acceptable.
5. The quotation should be submitted as per the following instructions and in accordance with the attached TOR. The attached Terms and Conditions of operating a canteen is integral part of the Contract.
 - a) PRICE: the rate shall be quoted in Ngultrum. The quoted price shall be inclusive of all related costs including taxes, duties and other levies.
 - b) EVALUATION OF QUOTATION: offers determined to be substantially responsive to the ToR will be evaluated by comparison of offered rate. In evaluating the quotations, the purchaser will determine offer rate by making any correction for any arithmetical errors and if the supplier refuses to accept the correction, this quotation will be rejected and the bid security shall be forfeited.
 - c) AWARD OF WORK ORDER: the award will be made to the bidder who is offering the Highest Rate that meets the ToR. The successful bidder will sign a contract as per attached form-2 of contract and terms and conditions.
 - d) VALIDITY OF THE OFFERS: your quotation(s) shall be valid for a period of **two months** from the deadline for receipt of quotation(s) and the winning bidder will operate for **one year** from the date of signing the contract.
6. Further information can be obtained from: *Procurement Officer/Municipal In-charge Dzongkhag Administration, Wangdue Phodrang at Phone No. 17345990/02-481842*
7. The quotation(s) will be opened in the presence of bidders or their representatives who choose to attend at the specified venue and time.
8. The Purchaser reserves the right to accept or reject any or all the bids without assigning any reason whatsoever.
9. 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.

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 Form and Bid Forms
- (b) A valid Trade License
- (c) A valid Tax Clearance Certificate;
- (d) Bid Security
- (e) Any other requirements specified in this document

ToR for Operating Canteen 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/owner shall form any part of the Contract.

1. The Supplier shall be required to submit a performance security of lump sum amount of **Nu.20, 000**, 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. Performance security shall be valid for entire contract period and will be returned one month after the end of contract period.
2. The Monthly Rental Charges applicable shall be paid to the Municipal Office within Five (5) days of every following month and 24% penal interest per year will be applied against the late payment.
3. Selling of any intoxicating substance/beverages like alcohol, tobacco and doma are not allowed.
4. The successful bidder shall set up all the equipment that are require to operate the canteen.
5. The service utilities like water and electricity shall be provided by the Municipal Office. However, the utility bills have to be borne by the Operator.
6. The operator shall maintain the canteen surrounding and its premises neat and clean-operator has to provide the dustbins and empty the dustbins.

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7. The operator shall take care of the canteen structure and if any damages to the structure shall be maintained or replaced.
8. The Dzongkhag may, by written notice, terminate the Contract if applicable in whole or in part at any time for its convenience:
- a. If the operator fails to perform any other Terms and conditions specified with the above.
 - b. if the operator fails to perform any other obligation(s) issued by the Dzongkhag or
 - c. if the operator does not take any remedial action within a period of (7) seven calendar days after receipt of a notice of default from the Dzongkhag specifying the nature of the default(s), or
 - d. If the operator, in the judgment of the Dzongkhag, has engaged in any corrupt or fraudulent practices in competing for or in executing the tasks under this Work Order.
 - e. The contract will be till 30th June 2024.
9. I have read and understood all the above clauses and offer a **Monthly Rental Charge** of Nu.....(in figure.....)to operate Canteen in the Gadhen Lingka Central Park, Bajo.

Affix a legal Stamp

Sign & Seal:

Name:.....

CID No.:.....

Date:.....&Place.....

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 sums 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]*

[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 date¹]*. 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]

