



འབྲུག་གི་རྒྱལ་ཡོངས་ཚོགས་མཉེན་འབྲེན་

NATIONAL COUNCIL OF BHUTAN



NC/AFD/PRO/03/2017/4044

26th April 2017

INVITING TENDER

The National Council Secretariat would like to invite sealed quotations from eligible Bhutanese firms/suppliers having valid trade license to supply the following items for the financial year 2017-2018.

1. Catering Services

Complete set of bidding documents with terms and conditions can be downloaded from the National Council website www.NationalCouncil.bt from 28/4/2017 - 27/5/2017 till 5.00 PM. The tender documents should be submitted latest by 29/5/2016 at 10.30 AM and same will be opened at 11.00 AM.

For details, please contact National Council Office, 02- 337354 during office hours.

Director

Director
National Council of Bhutan
Thimphu



འབྲུག་གི་རྒྱལ་ཡོངས་ཚོགས་སྤྱེ།
NATIONAL COUNCIL OF BHUTAN



STANDARD BIDDING DOCUMENTS

Bidding Documents for Catering Services on
framework contract basis for the financial year
2017 - 2018.

NC/ADM-Pro/03/2017/4044

Date: 26/04/2017

Invitation for Quotation (IFQ)

Project title: Catering Services on framework contract basis for the financial year 2017-2018.

Source of Funding: RGOB

Contract Ref: NC/AFD/03/2017/4044

Date: 28/04/2017

To:

Dear Sir/Madam,

1. You are invited to submit your priced bid for the supply of the following items;
 - I. Catering Services on framework contract basis for the financial year 2017-2018.
2. The bidder(s) may quote for all items under this invitation¹. Evaluation will be done on lot basis. (Package) Bids will be evaluated for lot. If a Price Schedule shows items listed but not priced, their prices shall be assumed to be included in the prices of other items. **Prior to award of the contract, the appropriate committee will be formed to assess the establishment of the firm.**
3. 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** and addressed to and delivered at the following address [insert address of receipt of bids].

OR (use one of them)

The price quotation in the form attached may be submitted by facsimile or electronically at the following address: [insert facsimile or email address]².

¹ The procuring agency shall specify the evaluation criteria and should use appropriately. It should be clarified that whether the evaluation will be done item wise or as whole package.

² This option is generally not encouraged which should be used only in urgent situation and before initiating any procurement of this sort, the agency initiating this method should seek approval from the concerned higher authority.

Your quotation in the required format should be addressed and submitted to:

Director

National Council Secretariat

Langjophaka, Thimphu

4. The deadline for receipt of your quotation(s) by the purchaser at the indicated address is on or before **29th May, 2017 at 10. 30 AM BST** and the tender documents will be opened on **29th May, 2017 at 11.00 AM BST** in Dy.Chief.Adm.Officer's Office, National Council.
5. The bid shall be accompanied by a bid security of **Nu.50, 000.00 (Nu. Fifty Thousand) only** in lump sum drawn in the form of cash warrant, demand draft or unconditional Bank Guarantee valid 90 days beyond bid validity (30+60=90 days). The bid security should be drawn in favor of **Director**, National Council of Bhutan
6. Any bid not accompanied by bid security shall be treated as non responsive.
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, service charges and other levies to the final place of destination.**
 - 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.

(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 items given above and is **on lot basis**. 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 of opening of the bid (s) while the rate shall be valid for one financial year.

e) Further information can be obtained from: [Procurement Section at 337354]

9. The budget allocation for the purchase of Goods will be made by the Accounts Divisions of the National Council.
10. Depending on the final requirement, the purchaser may increase or decrease the quantities by fifteen percent (15%) of the catering order. N/A
11. The quotation (s) will be opened in the presence of bidders or their authorized representatives who choose to attend at the specified venue and time.
12. 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.
13. The bidder whose bid is accepted will be notified of the award of contract by the Purchaser prior to the expiration of the quotation validity period. The terms of the accepted offer shall be incorporated in the award order.
14. Normal commercial warranty/guarantee shall be applicable for handling and distributions of daks and any other document (s) etc. N/A
15. Ten percent (10%) of the Contract Price shall be paid within thirty (30) days of signing of the Contract, and upon submission of a claim and an advance payment guarantee for the equivalent amount valid until the Goods are delivered and in the form provided in the Bidding Documents. (N/A)
16. Ninety percent (90%) of the Contract Price shall be paid to the Supplier within thirty (30) days after the date of the acceptance certificate for the respective delivery issued by the Purchaser. The ten (10) percent performance security shall be retained as security deposit

and paid at the end of the warranty period or after six (6) months whichever is later after adjustment of dues if any.(N/A)

17. The caterer must serve warm, fresh, clean and hygienic dishes with enough quantity.
18. Prompt services must be provided at all times.
19. The Procuring agency is not bound in any way to commit guaranteed catering order, which will depend solely on the budget availability. Therefore, there may be instances where there will be no catering order at all for the whole year and caterer shall have no legal right to claim for any form of damages or compensation what so ever.
20. No left over or unhygienic food item shall be served 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.
21. The caterer must have capacity to provide mass catering services, such as for workshops, seminar, high level meetings and conference etc.....

Schedule of Items and Priced Quotation (bid form)

Sl	Item	Description & Details(minimum specifications of goods to be supplied)	Unit	Qty	Unit Rate (Nu.)	Total Amount (Nu.)
1	Catering Services	Detailed Price schedules/BoQ attached as annexure-I				
Total Amount for Supply of Goods to Purchaser (including all types of cost)						

Total Amount in Nu. (in words)	
Delivery period	As and when required basis.
Warranty Provided	NA

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 Required

Sl. No.	Item	Specification
1	Catering Services for FY 2017-2018.	<p>They 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 left over or unhygienic food item shall served 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 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	

Price schedule for Catering Services for the financial year 2017-2018
The National Council, Parliament of Bhutan

Catering items	Qty.	Rate
<p><u>Standard Lunch/Dinner (I)</u></p> <ol style="list-style-type: none"> 1. soup 2. Green salad 3. Red rice/white rice 4. Kharang mixed/Kharang 5. Rooti/Plain nun/butter nun/khuli/puta/pasta/chowmen/jangbaling 6. Sikam paa/phaksha beyzom/Pork ribs/kangchung maru/phango 7. Shakam paa/beef curry/beef chilli/kow/goep/chenpa/beef ribs 8. Chicken chilli/chicken curry/jasha maru 9. Fish curry/fish fry/fishy gravy 10. Mutton curry 11. Datshi margno/egg fry/egg tezay/boil egg 12. Mixed vegetable 13. Steamed asparagus/beans 14. Ema datshi/shamu datshi/kewa datshi/dolom dtashi 15. Jaju 16. dhal 17. Ezay 18. Desert (Fresh fruits/fruit cocktail/ice cream/fresh cake) 	Per head	
<p><u>Standard Lunch/Dinner (II)</u></p> <ol style="list-style-type: none"> 1. soup 2. Green salad 3. Red rice/white rice 4. Rooti/Palin nun/butter nun/khuli/puta/pasta/chowmen/jangmaling 5. Pork/fish 6. Beef 7. Chicken/mutton 8. Datshi margno/egg fry/egg tezay/boil egg 9. Mixed vegetable 10. Steamed asparagus/beans 11. Ema datshi/shamu datshi/kewa datshi/dolom dtashi 12. Jaju 13. Dhal 14. Ezay 15. Desert (Fresh fruits/fruit cocktail/ice cream/fresh cake) 	Per head	

<p><u>Working Lunch/Dinner (I)</u></p> <ol style="list-style-type: none"> 1. Green salad 2. Red rice/white rice 3. Pork/fish 4. Beef/chicken 5. Mixed vegetable 6. Ema datshi/shamu datshi/kewa datshi/dolom dtashi 7. jaju 8. Dhal 9. Ezay 	<p>Per head</p>	
<p><u>Working Lunch/Dinner (II)</u></p> <ol style="list-style-type: none"> 1. Green salad 2. Red rice/white rice 3. Pork/fish/beef/chicken 4. Ema datshi/shamu datshi/kewa datshi/dolom dtashi 5. Jaju 6. Dhal 	<p>Per head</p>	
<p><u>High tea</u></p> <ol style="list-style-type: none"> 1. Milk tea 2. Milk coffee 3. Black tea 4. Black coffee 5. Chinta/green tea 6. Suja with butter/crematop suja 7. Pastry (veg. /non veg.) 8. Cheese sandwich/tuna sandwich 9. Shabalay/Samosa 10. Fish finger/fish ball 11. Chicken dumstick 12. Cheese momo/beef momo/pork momo 13. Egg roll/spring roll 14. Sweets (Gulab jamun/rasgula) 15. Cream cake 16. Cheese sticks 17. Assorted biscuits 18. Shamdrey/desi 19. Veg. zhelthup/non veg. zhelthup 20. Mixed fresh fruits 21. Zaw/sip 	<p>Per head</p>	

<p><u>Refreshment (I)</u></p> <ol style="list-style-type: none"> 1. Tea/coffee 2. Suja with butter/crematop suja 3. Chinta/green tea 4. Black tea/black coffee 5. Pastry (veg. /non veg.) 6. Cheese sandwich/tuna sandwich 7. Fish finger/fish ball/chicken dumstick 8. Shabalay/Samosa/pokora 9. Cheese momo/beef momo/pork momo 	Per head		
<p><u>Refreshment (II)</u></p> <ol style="list-style-type: none"> 1. Tea/coffee/Suja with butter/crematop suja 2. Black tea/black coffee 3. Pastry (veg. /non veg.)/Cheese sandwich/tuna sandwich/fish finger/fish ball/chicken dumstick 4. Shabalay/Samosa/pokora/Cheese momo/beef momo/pork momo/egg roll/spring roll 	Per head		
Zhelthup (Veg with chugo/non veg)	Per head		
Suja butter/crematop with Deser	Per head		
Suja/tea with Shamdrey	Per head		
<p>Changpaa</p> <ol style="list-style-type: none"> 1. Non veg. (Chenpa/Juma/Fish finger/shakam ezay) 2. Veg. (Pokora/peanut masala/goenchung hogey) 	Per head		
Mineral water	1000 ml.	Per bottle	
	500 ml.	Per bottle	

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 License³;
- (c) A valid Tax Clearance Certificate;
- (d) The required bid security
- (e) Power of attorney letter if the bid is signed by other than the proprietor himself/herself to ensure legality of the bidding process.
- (f) Past performance certificate.
- (g) Any other requirements specified in this document

³The non submission of historical (b & c) documents should not become rejection criteria and should be given one chance to the bidder(s) to submit.

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 performance security of **Nu. 100,000/-** of the quoted price 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 of the contract. Performance security shall be valid till the end of warranty period and will be returned after the end of warranty period.
2. 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.
3. The quoted price shall include all taxes, duties, Service Charges, insurance and any other costs involved and nothing extra shall be paid.
4. Any goods or daks found defective during the time of delivery shall be at the cost and risk of the service provider. N/A
5. 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.
6. The Purchaser may, by written notice, terminate the contract in whole or in part at any time for its convenience:
 - a. If the Supplier fails to perform any other Terms and conditions specified in the Purchase Order, or exceed the maximum amount of liquidated damages.
 - b. If the Supplier fails to perform any other obligation (s) under the Purchase Order, or
 - c. 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
 - d. 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
7. 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/printed document, the Supplier shall be bound to rectify the fault or replace the printed document 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.
8. 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.

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 National Council of Bhutan 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]

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)⁴ 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],⁵ 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]

⁴ *The Bank shall insert the amount(s) specified in the SCC and denominated, as specified in the SCC, either in the currency(ies) of the Contract or a freely convertible currency acceptable to the Purchaser.*

⁵ *Date established in accordance with Clause 19.4 of the General Conditions of Contract ("GCC"). 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*