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Bhutan Trust Fund for Environmental Conservation

P.O.Box:520 | Thimphu Bhutan

☎ 00975-2-339861/62

☎ 00975-2-339863

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STANDARD BIDDING DOCUMENT

ANNUAL CATERING SERVICES

**Bhutan Trust Fund for Environmental Conservation
(BTF)**

July



། འབྲུག་རང་བཞིན་གནས་སྡངས་ཉམས་སྲུང་གི་གཏང་མ་དབུལ།

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REQUEST FOR QUOTATION

For

BTF Catering Services

(FY2024-25)



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Invitation for Quotation (IFQ)

Terms and Conditions

1. In pursuant to the tender announcement in Kuensel issue on 25th July 2024, the BTF invites the quote/bids for **Catering Services for FY2024-25**.
2. The bidder(s) have to quote for all the items under this invitation. The bids shall be evaluated and contract awarded to the firm(s) offering the lowest evaluated price.
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 and addressed to and delivered at the following address **[Managing Director (MD), Bhutan Trust Fund for Environmental Conservation]**.
4. The deadline for receipt of your quotation(s) by the purchaser at the indicated address is **07th August 2024 on/before 12.00 PM** and will be opened on the same day at **02:30 PM**
5. The bid shall be accompanied by a Bid Security of **Nu.10,000.00 (Nu. Ten Thousand)** only, in the form of cash warrant, demand draft or unconditional Bank Guarantee valid till one year. Any bid not accompanied by bid security shall be treated as non-responsive and will not qualify for further evaluations.
6. Quotation by fax or by any other electronic means **will not** be accepted.
7. The successful bidder shall deposit **Nu.20,000.00** (Nu. Twenty Thousand) only, as Performance Security deposit. The security deposit shall be valid through the contract period and will be returned after the end of the contract.
8. Payment of the invoice shall be arranged by the Client (BTF) within thirty (30) days upon submission of original invoice and TPN number against the actual supplied quantities of good/services as listed in the Work Order.
9. The quoted price shall include only the costs involved.
10. The Client reserves the right to procure catering services from the open for its high level official meetings and special events, which are not covered under the prescribed quoted menus.
11. VALIDITY OF THE OFFERS: your quotation(s) shall be valid for period of **[One Financial Year 2024-25]** from the deadline, for receipt of quotation(s).
12. The Client, by written notice, may terminate the contract agreement at any time if:



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- a. The Caterer fails to perform the services as per the terms and conditions specified in contract agreement, or exceed the maximum amount of liquidated damages.
 - b. The Caterer fails to perform any of the responsibility agreed under the contract or,
 - c. The Caterer does not take any remedial action or improve its services, after receipt of a notice for service improvement, from the Client specifying the nature of the complaint(s)
13. The Client may obtain services (CATERING) from the open market in case the Supplier fails to deliver the services within the stipulated time and the difference in amount between the quoted price & market price shall be deducted from the security deposit.

Documents required to be submitted as part of the Quotation:

Two copies (One Original and One Copy) of quotations, submitted by the supplier shall comprise of the following:

- a) A duly completed and signed priced quotation, as per the Schedule of Items and the Priced Quotation of the SBD.
- b) A valid Trade License¹;
- c) A valid Tax Clearance Certificate;
- d) The required bid Security
- e) Any other requirements specified in this document

¹ The non-submission of historical (b & c) documents should not become rejection criteria and should be given one chance to the bidder(s) to submit.



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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) [The Bhutan Trust Fund for Environmental Conservation-BTF], having its principal place of business at [THIMPHU near NAZHOEN PELRI COMPLEX, GENYEN LAM] (hereinafter called “the CLIENT”), and

(2) [Insert name of Supplier], a registered license holder and having its principal place of business at [insert: address of Supplier] (hereinafter called “the Supplier”).

WHEREAS the CLIENT invited Bids for CATERING 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 of quoted rates] (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 Client 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) The Supplier’s Bid/Quote;
- (d) The Client’s Notification of Award of Contract;
- (e) The form of Performance Security;
- (f) The form of Bank Guarantee for Advance Payment;
- (g) [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 Client to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Client to provide the Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.



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5. The Client hereby covenants to pay the Supplier in consideration of the provision of the 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 CLIENT:

Signed:

Bhutan Trust Fund for Environmental Conservation

In the presence of:

BTF

For and on behalf of the Supplier:

Signed:

In the capacity of Owner

In the presence of:

Witness



འབྲུག་རང་བཞིན་གནས་སྡང་ས་ཉམས་སྲུང་སྐྱོང་གཏང་མ་དངུལ།

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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)² 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]*,³ 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]

² 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.

³ 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.

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").

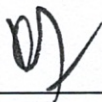
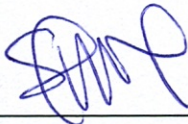
Furthermore, we understand that, according to the conditions of the Contract, an advance payment is to be made against an advance payment guarantee.

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 date⁴]*. 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]



⁴ Insert the Delivery date stipulated in the Contract Delivery Schedule. 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 establ



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SL.	Item Description	Amount (Nu.)
MENU (per head)		
PACKAGE I - Executive Lunch/Dinner		
1	Rice	Nu. _____
2	Naan /Roti/ Khuley	
3	Noodles/ Pasta	
4	Non Veg - 3 items	
5	Veg - 3 items	
6	Dal /Jaju	
7	Salad	
8	Dessert	
PACKAGE II – Standard Lunch/Dinner		
1	Rice	Nu. _____
2	Naan /Roti/ Noodles	
3	Non Veg.- 2 items	
4	Veg - 2 items	
5	Dal / Jaju	
6	Salad	
7	Dessert	
PACKAGE III – Working Lunch/Dinner		
1	Rice	
2	Non-Veg.- 1 items	
3	Veg - 1 items	
4	Dal / Jaju	
REFRESHMENT (per head)		
Package I		
1	Tea/ Coffee	Nu. _____
2	Non Veg – 1 items	
3	Veg – 2 items	
4	Cookies/ Pastries (Cake)	
Package II		
1	Tea/ Coffee	Nu. _____
2	Non Veg – 1 item	
3	Veg – 1 item	
4	Pastries (Cake)	
Package III		
1	Tea/ Coffee	Nu. _____
2	Zhow	
3	Biscuits	

NOTE: The amount quoted should be EXCLUSIVE of Tax and Service Charge.

(Handwritten signatures)