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DRUK HOLDING & INVESTMENTS LTD.

**GROUP STANDARD BIDDING DOCUMENT
SERVICES**



Tender Reference : BPC/HRAD/ADM-02/2022/1113

**Dated July 2, 2022, for “Operating the BPC Canteen
and providing catering service”**

TABLE OF CONTENTS

NOTICE INVITING QUOTATION (NIQ)	3
SECTION I - INSTRUCTION TO BIDDERS (ITB)	5
SECTION II - BIDDING FORMS	9
SECTION III - GENERAL CONDITIONS OF CONTRACT	21
SECTION-IV - TERMS OF REFERENCE (Scope of services)	27
SECTION V - PERFORMANCE EVALUATION SYSTEM	32

NOTICE INVITING QUOTATION (NIQ)

BHUTAN POWER CORPORATION
Human Resource and Administration Department
Yarden Lam, Post Box No. 580, Thimphu, Bhutan.

1. The **Human Resource and Administration Department** is pleased to invite bids from the eligible bidders for “**Operating BPC Canteen and providing necessary Catering Services**” as per the scope of works mentioned hereinafter.
2. Detailed specifications, the scope of work and terms and conditions of services are given in the Bidding Documents, which are available at the address given below as per the following schedule:

NIQ No.	:	BPC/HRAD/ADM-02/2022/1113 dated July 2, 2022
Document available period (date & time)	:	From July 2, 2022, to July 21, 2022 by 13:00 hrs.
Last date for Bid receipt & time	:	Up to July 21, 2022 by 13:00 hrs
Bid opening date & time	:	On July 21, 2022, at 14:30 hrs at <i>BPC Conference Hall</i>
The bid document shall be available	:	BPC web site(www.bpc.bt)
Pre-bid meeting	:	NA

3. All Bids must be accompanied by Bid Security for an amount of Nu. 2,000/- (Ngultrum Two Thousand) only in the form of Demand Draft /Cash Warrant / Bank Guarantee, issued by any Financial Institutions acceptable and enforceable by Financial Institutions in Bhutan and shall remain **valid till November 18, 2022**. Bids not accompanied with acceptable Bid security as specified in Bidding Documents or Bids accompanied with Bid Security of inadequate value and validity shall be rejected by the Company at the time of the opening.
4. You are requested to submit your most competitive offer in line with the instructions given in the Bidding Document in a sealed envelope with the following details:

NIQ No. _____
Brief description of the services: _____
Bidder's Name _____

5. Offers must be addressed to:

General Manager
Human resources and Administration Department,
Bhutan Power Corporation Limited,
Thimphu.

6. Contact Personnel:

Interested bidders may contact the following person (Nodal officer) for any clarification:

Name : Tshering Choden

Designation : Senior Manager

Phone No. 02 322279, E-mail: tsheringchoden@bpc.bt

Checklist for Bid Submission

SL. No	Particulars	Purchase Requirement	Bidders to fill up
		YES/NO	YES/NO
1	Signed and sealed Bid form and Price Schedule	YES	
2	Power of Attorney/Letter of Authorization in case of representative.	YES	
3	Valid Trade License	YES	
4	Valid Tax Clearance Certificate	YES	
5	EMD drawn in favour of Director, FAS, BPC, Thimphu Nu. 2000/-	YES	
6	Signed Integrity Pact	YES	
7	Signed "Vendor Performance Management System (VPMS)	YES	
8	Cook trained certificate	YES	

SECTION I - INSTRUCTION TO BIDDERS (ITB)

1. Site Visit

- 1.1 The Bidder, at the Bidder's own responsibility and risk, is encouraged to visit and examine the Site to obtain all information that may be necessary for preparing the Bid. The costs of visiting the Site shall be at the Bidder's own expense.

2. Clarification of the Bidding Document

- 2.1 The Bidder shall examine the Bidding Documents thoroughly; the Bidder may request clarification promptly. Any clarification on Bidding Documents may be notified to the Company in writing, no later than the 5 days *before* submission of the bid.

3. Amendment of Bidding Documents

- 3.1 At any time before the deadline for submission of bids, the Company may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bid Document through an Addendum.
- 3.2 The Addendum, if any, shall be available for downloading from the Company's website by prospective Bidders. The Company may, at its discretion, extend the deadline for bid submission, if the Bidders are expected to require additional time in which to take the Addendum into account in the preparation of their bid or for any other reason.

4. Modification and Withdrawal of Bids

- 4.1 No bid can be modified after the deadline for submission of bids.

5. Price Schedule

- 5.1 The price shall be quoted in accordance with Bidding **Form 2: Price Schedule Form**
- 5.2 The price quoted by the Successful Bidder must remain firm during the entire period of performance of the contract and is not subject to variation.

6. Period of Validity of Bids

- 6.1 Bids shall remain valid for a period of **90 days up to October 19, 2022**. A bid valid for a shorter period shall be rejected by the Company as non-responsive.
- 6.2 As required, the Company may request bidders to extend the period of validity of their bids. However, a bidder may refuse the request to extend the validity of its bids without forfeiting its bid security. A bidder granting a request shall not be required or permitted to modify its bids.

7. Currency of Bid

- 7.1 The unit rates and prices quoted by the Bidder are in BTN.

8. Bid Security

- 8.1 The Bidder shall furnish, as part of its bid, bid security denominated in the currency and the amount of **Nu. 2,000/- (Ngultrum Two Thousand) only valid up to November 18, 2022.** The Bid Security shall be submitted in the form of an irrevocable bank guarantee /cash warrant/demand draft payable to the Company issued by any Financial Institution of Bhutan or any foreign bank acceptable and enforceable by the Financial Institution of Bhutan.
- 8.2 The bid security shall be forfeited if a bidder withdraws its bid during the period of bid validity or if the selected Service-Provider fails to sign the Contract in accordance with ITB 17: Signing of Contract.
- 8.3 Immediately after the award of the contract the bid security of all the unsuccessful bidders, shall be returned within fifteen (15) working days of the award of the contract/Work Order.
- 8.4 The bid security of the successful bidder shall be returned immediately after signing the contract/issue of the Work Order.

9. Signing of Bids

- 9.1 The Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person who is duly authorized by the Bidder, holding a Power of Attorney, with an official seal.

10. Submission of Bids

- 10.1 The bidder(s) shall submit one original bid clearly marked ORIGINAL. In addition, the bidder(s) should also submit one copy marked as COPY. The bid including all documents should be duly filled, signed and sealed in an envelope and addressed to and delivered at the following address (**GM, HRAD, BPC, Thimphu**).
- 10.2 The submission of Bid(s) by electronic means *is not* acceptable.

11. Opening of Bid

- 11.1 The bid(s) will be opened in the presence of bidders or their representatives who choose to attend on **July 21, 2022 at 14:30 hrs at BPC Conference Hall**. In case the due date of the opening of the bid falls on non-working days, the opening of the bid shall be on the next working day at the same time.

12. Bid Evaluation

- 12.1 Bids determined to be substantially responsive to the **Scope of Services** and **commercial conditions** will be evaluated by comparison of their quoted prices.
- 12.2 In evaluating the bids, the Company will determine for each bid the evaluated price by adjusting the priced bid by making any corrections for any arithmetical errors as follows:
- i. where there is a discrepancy between amounts in figures and words, the amount in words will govern;

- ii. where there is a 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 Company there is a 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.

12.3 To assist in the evaluation and comparison of the Bids, the Company may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder that is not in response to a request by the Company shall not be considered.

13. Negotiations

13.1 Negotiations may be carried out with the lowest evaluated bidder. In case of failure during negotiation with the lowest evaluated bidder, the Company shall proceed for negotiation with the next-ranked Bidder.

13.2 The minutes of the negotiations, signed by the company and the Bidder, shall form part of the Contract Agreement.

14. Award Criteria

14.1 The Company will award the Contract to the successful Bidder, after negotiation, if any, whose bid has been determined to be substantially responsive and has been determined as the lowest evaluated bid.

14.2 However, the Company also reserves the right to accept any bid and reject any or all bids and to annul the bidding process and reject all Bids at any time prior to the contract award, without thereby incurring any liability to Bidders or any obligation to inform the affected Bidders on the grounds for such action of the Company.

15. Deviation

15.1 Bidders shall not be permitted to take any deviation from the terms and conditions as specified in the Bidding Documents. However, any exceptions/deviations to the terms and conditions of the Bid Document should be indicated in the deviation schedule as per Form 3: Deviation Schedule along with the Technical Bid.

16. Notification of Award (NoA)

16.1 Prior to the expiry of the period of bid validity or extended validity, Company will issue a Notification of Award to the successful Bidder(s). Until a formal contract is prepared and executed, the NoA shall constitute a binding contract.

17. Signing of Contract

Within the time period specified in the NoA, the successful bidder shall sign the contract or a Service Order shall be issued by the Company upon submission of Performance Security as per ITB 18.

18. Performance Security

- 18.1 The successful Bidder shall have to submit the Performance Security of Nu. 40,000/- (Ngultrum Forty Thousand) only on the date of signing the contract. The Performance Security should be valid for two years from the date of signing the contract.
- 18.2 The performance security shall be submitted in any of the following forms:
- a) irrevocable bank guarantee,
 - b) cash warrant, or
 - c) demand draft.
- 18.3 Failure of the successful Bidder to submit the above-mentioned performance security or accept the award or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid security.
- 18.4 The proceeds of the Performance Security shall be payable to the Employer as compensation for any loss resulting from the contractor's failure to execute the contract.

19. Performance Evaluation System

- 19.1 The performance of the Service Provider shall be assessed as per the Performance Evaluation System (PES) attached to Section V herewith
- 19.2 Where the PES is required, depending on the nature of the Services, Bidders are required to sign and submit the Vendor Performance Management System (VPMS) Form attached as **Section V** along with the bid. In case the bidder does not agree to sign the PES/VPMS Acceptance Form, the bidder shall be liable for rejection.

SECTION II - BIDDING FORMS

(Based on the need of the project the bidding forms can be customized/modified accordingly.)

1.1 Form I: Bidder’s Information Form

The Bidder shall fill in this form in accordance with the instructions indicated below.

Date: *[insert date (as day, month and year) of Bid submission]*

Tender No.: *[insert number of bidding process]*

1. Bidder’s Legal Name <i>[insert name]</i>	
2. Bidder’s Country of Registration: <i>[insert Country of Registration]</i>	
3. Bidder’s Year of Registration: <i>[insert year of registration]</i>	
4. Bidder’s Legal Address in Country of Registration:..... <i>[insert legal address]</i>	
5. Bidder’s Authorized Representative Information (if applicable) Name and identity No.: <i>[insert Authorized Representative’s name and identity No.]</i> Address: <i>[insert Authorized Representative’s address]</i> Telephone/mobile No.:..... <i>[insert Authorized Representative’s contact No.]</i> E-mail Address: <i>[insert Authorized Representative’s email]</i>	
Attached are copies of the following original documents: <i>[check the box(es) of the attached original documents]</i>	
<input type="checkbox"/>	Articles of Incorporation or Registration of firm or valid Trade license named in 1 above,
<input type="checkbox"/>	In the case of a JV/C letter of intent to form the JV/C or the JV/C agreement

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<input type="checkbox"/>	In the case of a government-owned entity from Bhutan, documents establishing legal and financial autonomy and compliance with commercial law
<input type="checkbox"/>	Power of attorney authorizing the signatory of the Bid to sign on behalf of the Bidder.
<input type="checkbox"/>	Tax clearance certificates.

1.2 Form II: Bid Submission Form

[The Bidder shall fill in this form in accordance with the instructions indicated. No alterations to its format shall be permitted and no substitutions shall be accepted.]

Date:[insert date of Bid submission]
Tender No.:[insert number]
Alternative No.:..... [insert number, if this Bid is for an alternative]

To:.....
.....
..... [insert complete name of the Purchaser]

We, the undersigned, declare that:

(a) We have examined and have no reservations about the Bidding Documents, including Addenda No.....[insert the number and date of issue of each addendum];

(b) We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the SCC the following Goods and Related Services:
.....
.....[insert a brief description of the Goods and Related Services];

(c) The total price of our Bid, excluding any discounts offered in item (d) below is:
.....
.....
.....
[insert the Bid Price in words and figures, indicating the various amounts and their respective currencies];

(d) The discounts offered and the methodologies for their application are:

Discounts. If our Bid is accepted, the following discounts shall apply:
.....
.....[Specify in detail each discount offered and the specific item of the Schedule of Supply to which it applies.]

Methodology of Application of the Discounts. The discounts shall be applied using the following methodology.....
.....
[Specify in detail the methodology that shall be used to apply the discounts];

- (e) Our Bid shall be valid for a period of 90 days [insert number] from the date fixed for the Bid submission deadline in accordance with ITB Sub-Clause 26.1, and it shall remain binding upon us and may be accepted at any time before the expiry of that period;
- (c) If our Bid is accepted, we commit to provide a Performance Security in accordance with ITB Clause 45 and GCC Clause 16 for the due performance of the Contract;
- (d) We are not participating, as Bidders, in more than one Bid in this bidding process, other than any alternative offers submitted in accordance with ITB Clause 15;
- (e) We, including any subcontractors or suppliers for any part of the Contract, have nationality from eligible countries, viz:
.....
.....
[insert the nationality of the Bidder, including that of all parties that comprise the Bidder if the Bidder is a JV/C, and the nationality of each subcontractor and supplier]
- (i) We have no conflict of interest pursuant to ITB Sub-Clause 3.2;
- (j) Our firm, its affiliates or subsidiaries - including any subcontractors or suppliers for any part of the contract - has not been declared ineligible by the Purchaser under the laws or official regulations of Bhutan, in accordance with ITB Sub-Clause 3.4;
- (k) We have carefully read the ITB and GCC documents from the BPC website and understood and agree to comply with all the clauses which are mentioned therein. In case of any breach of any condition on our part, we shall be liable for actions as per the terms and conditions of the Contract.
- (l) We understand that this Bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us until a formal contract is prepared and executed.
- (m) We accept the Vendor Performance Management System (VPMS) and agreed to abide by the provision in the VPMS in case the contract is awarded.

We understand that you are not bound to accept the lowest evaluated Bid or any other Bid that you may receive.

Signed:

.....
.....[insert signature
of the person whose name and capacity are shown]

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In the capacity of _____ [insert legal capacity of person signing the Bid Submission Form]

Name: _____ [insert complete name of person signing the Bid Submission Form]

Duly authorized to sign the bid for and on behalf of: _____ [insert complete name of Bidder]

Dated on _____ day of _____ [insert date of signing]

(f) Form – 2: Price Schedule Forms

Schedule of activities for Services [The Bidder shall fill in this table]

Sl. No.	Menu Item	Rate
1.01	Black Tea (per cup)	
1.02	Milk Tea (per cup)	
1.03	Black Coffee (per cup)	
1.04	Milk Coffee (per cup)	
1.05	Suja (per cup)	
1.05	Water (500 ML)	
1.06	Water (1000 ML)	
1.07	Special tea (per cup)	
SNACKS		
2.01	Veg Momo (per plate)	
2.02	Non-veg Momo (per plate)	
2.03	Spring roll (per piece)	
2.04	Paneer Pakora (per plate)	
2.05	Muffins (per piece)	
2.06	Egg Roll (per Piece)	
2.07	Meat Ball (per plate)	
2.08	Chicken Drumstick (per Piece)	
2.09	Chicken roll (per piece)	
2.10	Marlboro Cake (
2.11	Cabbage roll (per piece)	
2.12	Chilli Chop (per piece)	
2.13	Alu chop (per piece)	

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2.14	Puree/Roti (per piece)	
2.15	Puree/Roti (per plate with curry)	
2.16	Cheese stick (per plate)	
LUNCH SET (Regular-Served in Canteen)		
3.01	Rice + 1 beef item + 1 veg item + dal + ezay	
3.02	Rice + 1 Pork item + 1 veg curry + dal + ezay	
3.03	Rice + 1 Chicken item + 1 veg curry + dal + ezay	
3.04	Rice + 1 Fish item + 1 veg curry + dal + ezay	
3.05	Rice + 1 Egg Curry + 1 veg curry + dal + ezay	
3.06	Rice + 2 Veg Curry + Dal + ezay	
3.07	Omelette (1 Egg)	
3.08	Cooked Maggie (per plate)	
3.09	Cooked Waiwai (per plate)	
3.10	Cooked Koka (per plate)	
3.11	Fried Koka (per plate)	
3.12	Fried Waiwai (per plate)	
3.13	Fried Maggie (per plate)	
LUNCH (Catering)		
4.01	Simple Working Lunch (Rice + 1 Non Veg + 1 Veg + Dal/ Jaju + Ezay/Salad)	
4.02	Standard Lunch (Rice + Puree/Tea Momo + 2 Non Veg + 2 Veg + Dal/ Jaju + Ezay/Salad)	
4.03	Executive Lunch (Rice + Roti/Naan/Momo + 2 Non Veg + 2 Veg + Dal/Jaju + Ezay/Salad + Desserts)	
SNACKS		
5.01	Chocolates + Dry Fruits	
5.02	Chocolates + Dry Fruits + Nuts	

Sealed and Signed

(g) Form - 3: Deviation Schedule

(Only exceptions/deviations to be mentioned)

Section No. (Page No.)	Clause No. Sub-clause No.	Details of deviation	Cost Compensation for Deviation	Remarks

Sealed and Signed

..

Form – 4: Performance Evaluation System Acceptance Form

To
GM, HRAD, BPC

Dear Sir/Madam,

With reference to our Bid dated.....for the supply of
.....*[insert brief scope of supply]* against NIT No.....
we hereby confirm that we have read the provisions in clause 19 regarding the VPMS and we hereby
agree to abide by the provisions in the VPMS or do affirm as follows:

1. If our bid is accepted, we agree to be assessed as per the VPMS methodology adopted by Company.
2. We accept the rating of VPMS depending on our performance and any action hereof.
3. We shall be liable for any breach of this undertaking and non-compliance to the provisions of VPMS.

Sealed and signed

1. Form V: Integrity Pact

This agreement should be a part of the tender document, which shall be signed and submitted along with the tender document. The head of employing agency/or his authorized representative should be the signing authority. For the Bidders, the Bidder himself or his authorized representative must sign the Integrity Pact (IP).

1. General:

Whereas, Human Resource & Administration Department representing the *Bhutan Power Corporation Limited*, Royal Government of Bhutan, hereinafter referred to as the “Employer” on one part, and representing hereinafter referred to as the “Bidder” on the other part hereby execute this agreement as follows:

This agreement shall be a part of the standard bidding document, which shall be signed by both the parties at the time of purchase of bidding documents and submitted along with the tender document.

2 Objectives:

Whereas, the Employer and the Bidder agree to enter into this agreement, hereinafter referred to as IP, to avoid all forms of corruption or deceptive practice by following a system that is fair, transparent and free from any influence/unprejudiced dealings in the bidding process¹ and contract administration², with a view to:

2.1 Enabling the Employer to obtain the desired contract at a reasonable and competitive price in conformity to the defined specifications of the goods or services; and

2.2 Enabling bidders to abstain from bribing or any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also refrain from bribing and other corrupt practices.

3. Scope:

The validity of this IP shall cover the bidding process and contract administration period.

4. Commitments of the Employer:

The Employer Commits itself to the following: -

¹ Bidding process, for the purpose of this IP, shall mean the procedures covering tendering process starting from bid preparation, bid submission, bid processing, and bid evaluation.

² Contract administration, for the purpose of this IP, shall mean contract award, contract implementation, unauthorized sub-contracting and contract handing/taking over.

4.1 The Employer hereby undertakes that no officials of the Employer, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the Bidder, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process and contract administration.

4.2 The Employer further confirms that its officials shall not favour any prospective bidder in any form that could afford an undue advantage to that particular bidder in the bidding process and contract administration and will treat all Bidders alike.

4.3 Officials of the Employer, who may have observed or noticed or have reasonable suspicion shall report to the head of the employing agency or an appropriate government office any violation or attempted violation of clauses 4.1 and 4.2.

4.4 The Following report on violation of clauses 4.1 and 4.2 by the official(s), through any source, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings shall be initiated by the Employer and such a person shall be debarred from further dealings related to the bidding process and contract administration.

5. Commitments of Bidders

The Bidder commits himself/herself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of the bidding process and contract administration in order to secure the contract or in furtherance to secure it and in particular commits himself/herself to the following: -

5.1 The Bidder shall not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantages, commission, fees, brokerage or inducement to any official of the Employer, connected directly or indirectly with the bidding process and contract administration, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding process and contract administration.

5.2 The Bidder shall not collude with other parties interested in the contract to manipulate in whatsoever form or manner, the bidding process and contract administration.

5.3 If the bidder(s) have observed or noticed or have reasonable suspicion that the provisions of the IP have been violated by the procuring agency or other bidders, the bidder shall report such violations to the head of the procuring agency.

6. Sanctions for Violation:

The breach of any of the aforesaid provisions shall result in administrative charges or penal actions as per the relevant rules and laws.

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6.1 The breach of the IP or commission of any offence (forgery, providing false information, misrepresentation, providing false/fake documents, bid-rigging, bid steering or coercion) by the Bidder, or anyone employed by him, or acting on his/her behalf (whether with or without the knowledge of the Bidder), shall be dealt with as per the terms and conditions of the contract and other provisions of the relevant laws, including De-barment Rules.

6.2 The breach of the IP or commission of any offence by the officials of the procuring agency shall be dealt with as per the rules and laws of the land in vogue.

7. Monitoring and Administration:

7.1 The respective procuring agency shall be responsible for the administration and monitoring of the IP as per the relevant laws.

7.2 The bidder shall have the right to appeal as per the arbitration mechanism contained in the relevant rules.

We, hereby declare that we have read and understood the clauses of this agreement and shall abide by it.

The parties hereby sign this Integrity Pact at _____ on _____.

EM 

Affix
Legal
Stamp

EMPLOYER: Rinchen Wangdi

BIDDER/REPRESENTATIVE

CID :

1	0	8	1	1	0	0	1	1	4	2
---	---	---	---	---	---	---	---	---	---	---

CID :

--	--	--	--	--	--	--	--	--	--	--

Witness: 
(Tshering Choden)
Senior Manager

Witness:

Name: Tshering Choden

Name:

CID :

1	0	2	1	1	0	0	1	1	0	6
---	---	---	---	---	---	---	---	---	---	---

CID :

--	--	--	--	--	--	--	--	--	--	--

SECTION III- GENERAL CONDITIONS OF CONTRACT

1. Definition

1.1 The following terms and expressions used herein shall have the meaning as indicated therein:

- a) **“Contract Price”** means the aggregate price payable to the Contractor as specified in the Contract at the time of award, subject to such additions and adjustments thereto or deductions therefrom as may be made pursuant to the provisions of the Contract till the completion of the contract, the price so adjusted shall be termed as Executed Price;
- b) **“Company”** means the DHI and/or its Companies applying this Document;
- c) **“Services”** means Non-Consultancy Services which are not Consultancy Services. Non-consultancy Services are normally bid and contracted based on the performance of measurable outputs, and for which performance standards can be clearly identified and consistently applied. Examples include: drilling, aerial photography, satellite imagery, mapping, ***operating canteen and providing catering services***, ticketing services, printing services, hiring of training facilities, and similar operations;
- d) **“Completion Date”** means the date of completion of the Services by the Service Provider as certified by Company;
- e) **“Service Provider”** means a legal entity, including the legal successors or permitted assigns of such entity, entering into a Contract with Company to provide Services;

2. Governing Law

2.1 The Contract/ Purchase Order shall be governed by and interpreted in accordance with the Laws of Bhutan.

3. Service Provider’s Responsibilities

3.1 The Service Provider shall provide all the Services in accordance with **Section IV** (Scope of services).

4. Company's Responsibilities

4.1 The company shall ensure that the contractor provides all the Services in accordance with **Section IV (Scope of the Services)**

5. Quality of Work

5.1 The Service Provider shall guarantee the quality of services. The quality of workmanship shall be of the highest standard and to the full satisfaction of the Company.

5.2 The Service Provider shall perform the Services and carry out its obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices.

6. Inspection and Tests

6.1 The company may inspect the quality of the menu and services periodically by a food committee. During the inspection, if it is found that the requirements are not delivered as per the *Scope of services under section IV*, the Company may terminate the contract subsequent to clause GCC 15: Termination.

7. Insurance

7.1 The Contractor shall ensure the safety of the infrastructure, any loss or damage incidental to the Company's property shall be at the cost of the Contractor.

8. Contract Price

8.1 The Contract Price shall be as specified in the Contract/Work Order (Price schedule) subject to any additions and adjustments thereto or deductions therefrom as may be made pursuant to the Contract.

9. Terms of Payment

9.1 Payments shall be made promptly by the Company, but no later than thirty (30) days after the receipt of invoices and documents, provided that the documents are compliant with all the requirements of the Company.

9.2 The currencies in which payments shall be made to the Service Provider under this Contract shall be those in which the Contract Price is expressed.

10. Tax Deducted at Source

10.1 At the time of the release of payment, two (2%) per cent TDS on the service portion shall be deducted from the Service Providers having **Bhutanese trade license** from the gross amount of bills. The Company shall furnish the necessary TDS Certificate to the Bidders, issued by the Department of Revenue & Customs, RGoB.

10.2 If any tax exemptions, deductions, allowances or privileges may be available to the Service Provider in the Kingdom of Bhutan, the Company shall use its best efforts to enable the Service Provider to benefit from any such tax savings to the maximum allowable extent.

11. Performance Security

- 11.1 The Performance Security shall be valid until the successful completion of the obligations under the Contract, including warranty obligations if any.
- 11.2 The Performance Security shall be discharged by the Company and returned to the Service Provider not later than thirty (30) days following the date of completion of the Consultant's performance obligations under the Contract, including any warranty obligations.

12. Force Majeure

- 12.1 The Service Provider shall not be liable for forfeiture of its Performance Security, liquidated damages or termination for default if and to the extent that its delays in performance or other failures to perform its obligations under the Contract are the result of an event of Force Majeure.
- 12.2 For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Service Provider that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Service Provider. Such events may include, but not be limited to, acts of the RGoB in its sovereign capacity, an act of God, wars or revolutions, riots, civil commotion, sabotage, fires, floods, epidemics, quarantine restrictions and freight embargoes or any other cause of similar nature which are not within the control of either party to the contract and which renders the performance of the contract by the said party impossible.
- 12.3 If a Force Majeure situation arises, the Service Provider shall promptly notify Company in writing of such condition and the cause thereof, along with documentary or pictorial evidence. Unless otherwise directed by the company in writing, the Service Provider shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

13. Termination

13.1 Termination for Default

- 13.1.1 The Company, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Service Provider, may terminate the Contract in whole or in part:
 - a. if the Service Provider fails to deliver quality services in accordance with the Contract.
 - b. if the Service Provider fails to perform any other obligation under the Contract; or
 - c. if the Service Provider, in the opinion of the Company has engaged in fraud and corruption, in competing for or in executing the Contract, the Company shall be the final authority to decide whether the Service Provider has engaged in any Fraud and

Corruption as mentioned above and such decision shall be final and binding on the Service Provider; or

- d. If the Service Provider becomes bankrupt or goes into liquidation or makes a general assignment for the benefit of the creditors or any receiver is appointed for the property owned by the vendor.

13.1.2 In the event the Company terminates the Contract in whole or in part, the Company may procure, upon such terms and in such manner as it deems appropriate, Services similar to those undelivered, and the Service Provider shall be liable to Company for any additional costs incurred by Company in the procurement of such undelivered Services. Wherever the Contract is terminated in part, the Service Provider shall continue the performance of the Contract to the extent not terminated.

13.2 **Termination by Service Provider**

13.2.1 If,

- a) The Company commits a substantial breach of the Contract; the Service Provider may give a notice to Company that specifies the breach and requires the Company to remedy the same. If Company fails to remedy the breach or take steps to remedy the breach within thirty (30) days after receipt of the Service Provider's notice, or,

13.2.2 If the Service Provider is unable to carry out any of its obligations under the Contract for any reason attributable to the Company, including but not limited to the Company's failure to obtain any governmental permit necessary for the Delivery of Services, which Company is required to obtain as per provision of the Contract or as per relevant applicable laws, the Service Provider may give notice to Company to carry out such obligation under the Contract and if Company fails to comply within thirty (30) days after receipt of the Service Provider's notice, then the Service Provider may, referring to this sub-clause, forthwith terminate the Contract.

13.2.3 In the event of termination, all payments due to the Service Provider for the Services already delivered, shall be settled by Company with no further liability on any account whatsoever.

13.3 **Termination by Force Majeure**

13.3.1 Service Provider shall not be considered in default if the delay in delivery occurs due to Force Majeure.

13.3.2 Only those causes which have a duration of more than 7 days shall be considered causes of Force Majeure. In the event of delay due to such causes, the delivery schedule will be extended for a length of time equal to the period of Force Majeure or at the option of the Company, the order may be cancelled. Such cancellation would be without any liability whatsoever on the part of the Company. In the event of such cancellation, the Service Provider shall refund any amount advanced or paid to the Service Provider by the Company and deliver back any materials issued to him by the Service Provider and release facilities, if any provided by the Company.

14. Payment upon termination

14.1 Upon termination of this contract pursuant to Clauses GCC 16.1 to GCC 16.3 hereof, the Company shall make the following payments to the Service Provider:

- (a) remuneration pursuant to GCC.9: Terms of Payment hereof for services satisfactorily performed prior to the effective date of termination, and reimbursable expenditures pursuant to Clause GC 6 hereof for expenditures actually incurred prior to the effective date of termination; and
- (b) except in the case of termination pursuant to clauses (a) through (d) of Clause GC 15.1 hereof, reimbursement of any reasonable cost incidental to the prompt and orderly termination of this contract including the cost of the return travel of the personnel and their eligible dependents.

14.1.1 Time is the essence of this contract and no variation shall be permitted in the delivery time/delivery schedule mentioned in the Contract/Service Order.

15. Sub- Letting

15.1 The Service Provider shall not sub-let, transfer or assign any part of this contract, without the prior written consent of the Company.

20. Dispute Resolutions

20.1 Amicable Settlement

In case of any dispute of any kind whatsoever arises between the Employer and the Consultant in connection with or arising out of the Contract, the parties shall seek to resolve any such dispute or difference by mutual consultation.

20.2 However, any dispute which cannot be amicably settled between the parties shall be referred to adjudication/ arbitration in accordance with the laws of Bhutan.

SECTION-IV: Terms of Reference.

1. Scope of Services:

1. The contract shall be initially for a period of one year and may be extended for a further period at the discretion of BPC management on the same terms and conditions or with some addition/deletion/ modification.
2. The contractor should pay the monthly rental of Nu. 20,000/- (Ngultrum Twenty Thousand) only within the 5th of every month.
3. The contractor should pay the monthly electricity charges as per the bill provided by ESD, BPC on time.
4. The contractor should have a **trained cook**, whose certificate should be submitted during the bid submission. The cook can be changed later after submitting the training certificate to HRAD and upon approval from HRAD.
5. The contractor should have a **valid license** with a minimum experience of two years in the operation of the hotel, restaurant and cafeteria. The contractors with inadequate experience as mentioned are liable for rejection.
6. In case of food items not covered in the initial contract, the rate should be negotiated with the food committee and sanctioned by the committee appointed by the BPC management.
7. The employer reserves the right to terminate the contract at any time without assigning any reasons by giving one-month notice to the bidder.
8. The bidder cannot quote alternative prices only a single price will be accepted.
9. Should the canteen host decide to leave before the completion of the contract term, 2 months' notice period in writing should be submitted to the Human Resources & Administration Department failing which the security deposit shall be forfeited.
10. Applicable taxes will be deducted at source at the time of settlement of Bills.
11. No escalation in rates on any account will be entertained during the contract period. Also, no subsidy will be given over the quoted rate.
12. Crockery items and catering dishes are to be arranged by the contractor.
13. The Preparation of vegetarian and non-vegetarian items shall be carried out separately without any intermixing of food items, plates, spoons and other cutlery.
14. Apart from the prescribed standard menu (usually served) mentioned in the tender document, BPC will have the right to prescribe a different menu for breakfast, lunch, tea, etc. with variable costs depending upon the need and occasion which the contractor has to negotiate and get sanction for.
15. The contractor has to provide tea/coffee/snacks on the desk on-demand from BPC employees.
16. The contractor will ensure the supply of morning and evening tea to staff and officers found sitting at their working places at 10:30 hours and 15:30 hours respectively on all working days and will be paid by the company (BPC).
17. The office shall furnish the canteen with a full set of furniture.

18. The office property issued to the canteen host should be well maintained. The cost of the loss and the damaged properties shall be borne by the Contractor.
19. There should not be two types of tea provided by the canteen. All tea/coffee provided by the canteen should be at the same rate as quoted.
20. BPC management shall check the quality and quantity of the items supplied and served.
21. Complaints received from the staff on the quality of food will be viewed seriously and penalties will be levied in such cases. The penalty could be the cost of entire food items prepared on the date of complaint.
22. The contractor will get all his workers medically examined at regular intervals from the approved hospital, to ensure top hygiene both physically and mentally.
23. No child labour to be engaged.
24. The contractor shall appoint adequate staff and a manager as overall in-charge and the bidder shall ensure that the staff in the catering are suitably trained, well-mannered and should be in National dress.
25. During the time of catering services, all the items must be displayed twenty (20) minutes before the serving.
26. The Server has to be neatly dressed in a white apron.
27. A high standard of cleanliness and hygiene at all times has to be maintained and especially during the preparation and serving of food/tea.
28. The workers of the Contractor are not allowed to wash dishes in the toilets.
29. It is the responsibility of the Contractor to keep track of people taking credit from the Canteen. The Contractor cannot hold BPC responsible for any unpaid dues by the employees in the Canteen.
30. Although BPC will utilize the Canteen for providing catering services during official meetings/official events BPC can still choose to order from outside of the food quality is not satisfactory.
31. Similar to the employees of BPC the contractor and his/her staff should also maintain office decorum while on the office premises.
32. Apart from the Standard menu mentioned in the tender document, the contractor has to prepare a menu for the rest of the items that are not included in the tender document. The rate for that prepared menu should be presented to Food Committee and get approval from the committee.
33. The Contractor will have to keep the canteen open from 07.00 a.m. to 8.30 p.m. from Monday to Friday. If need to be opened on holidays, BPC shall inform in advance.
34. The contractor shall not be allowed to transfer, assign, pledge or sub-contract its rights and liabilities under this contract to any other agency without the prior written consent of BPC management.
35. In case of any food poisoning/contamination, the Contractor shall be held fully responsible to bear all the expenses caused due to food poisoning/Contamination.
36. The sale of all illegal products and Liquor is prohibited on the office campus. Failure to abide by this clause shall be liable for penalty as per the laws of the Kingdom of Bhutan by the law enforcement agencies.

37. The Contractor and their staff should adhere to the Security norms of the Company **(Bhutan Power Corporation Limited)**
38. The bidder shall not sublet or assign the license or use the space provided for running the canteen for purposes other than running a canteen and shall not allow anybody to reside in the licensed premises and shall not use the same or part of it for stocking or keeping articles other than those needed for use in the canteen nor shall be made or permit to be made any structural additions and alterations to the same without written sanction of the Management.
39. BPC management shall not be responsible for any damages, losses, theft, claims, financial or other injuries to any canteen workers deployed by the bidder in the course of their performing the functions/ duties, or for payment towards any compensation.
40. The evaluation shall be done based on the rate quoted for each item. The Contract shall be awarded to the bidder who has a maximum number of items with the lowest price.
41. The winning contractor shall ensure to separate the wastes properly into dry and wet as per the Company's requirement.

SECTION V –

2. VPMS Acceptance Form

[The Bidder shall fill in this form in accordance with the instructions indicated. No alterations to its format shall be permitted and no substitutions shall be accepted.]

WHEREAS MESSRS **M/s.**(hereinafter called "the Bidder") License No..... having our registered office at has submitted its bid dated

We hereby agree to abide by the Vendor Performance Management System of BPC or do affirm as follows.

4. We have read and understood all provisions set in the Vendor Performance Management System (VPMS) and we have no reservations about the VPMS document included in the Bidding Documents.
5. We agree to abide by all the provisions of VPMS.
6. If our bid is accepted, we agree to be assessed as per the vendor rating methodology adopted by Bhutan Power Corporation Limited.
7. Depending on our performance, we accept the rating of the Vendor Performance Index issued and any action taken by Bhutan Power Corporation Limited pursuant to the VPMS.
8. We shall be liable for any breach of this undertaking and non-compliance to the provisions of VPMS.

(Seal / Signature of Bidder)

(Signature of witness)

Date:

Date:

Address:

Contact No.: