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**BHUTAN TELECOM LTD.**



**NOTICE INVITING TENDER**

**TENDER NO. BT/Canteen/2023**

**TERMS OF REFERENCE**

Bhutan Telecom invites ELIGIBLE bidders for submitting ebid through eProcurement systems for Operating BT Canteen subject to conditions as below:

**1. Instruction to Bidders**

- 1.1 Bidders are requested to read the RFP document, before creating Quotation for the tender
- 1.2 Bidders are requested to read the Manual for Bidding before bidding in the eprocurement Systems.
- 1.3 Bidders are requested to update the documents (Trade License & Tax clearance ) if expired before creating the Quotation for the tender.
- 1.4 Bidders are requested to submit **eBid** in the systems first and then also submit EMD **a day before actual submission date** of the systems date (**i,e by 22<sup>nd</sup> May 2023**) to avoid disqualifying of bid submission.
- 1.6. The online bid shall be opened on 23<sup>rd</sup> May 2023 (14:00 hrs)

**2. Bid Security**

- 2.1 **Lumpsum amount of 20,000** in the form of Cash Warrant/Banker Cheque/ Demand draft in the name of the **Chief Executive Officer, Bhutan Telecom Ltd.**, in a sealed envelope to be submitted to Accounts Section on or before 22<sup>nd</sup> May 2023.

2.2 The bid security shall be in the form of unconditional bank guarantee/Banker's Cheque/ Cash Warrant/ Demand Draft or as specified in the bidding documents and shall be enforceable in any Bank in Bhutan.

2.3 The Bid Security shall be in the name of Chief Executive Officer, Bhutan Telecom Ltd. Thimphu Bhutan. Bid Security must be issued by any scheduled Bank and acceptable to Bhutanese Bank and shall have to be valid for three months from the date of bid opening.

2.4 Bid Security of bidders whose bids have been declared "Non-Responsive" shall be returned after such declaration.

2.5 Bid Security of "Responsive" but unsuccessful bidders will be returned after receiving Performance Security from the "successful bidder".

2.6 Bid Security of "successful bidder" will be returned after receiving Performance Security.



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### 3. Forfeiture of Bid Security

- 3.1 If a Bidder withdraws its bid during the period of bid validity his Bid Security shall be forfeited.
- 3.2 If the "Successful Bidder", to whom the Notification of Award for the supply/services is presented, refuses or neglects or fails to furnish the required Performance Security, his Bid Security shall be forfeited.

### 4. Performance Security

- 4.1 Upon receipt of notification of award, the successful Bidder shall furnish a "Performance Security" to the purchaser within two weeks from the date of issuance of Work Order and Contract Signing.
- 4.2 A successful bidder should furnish a Security Deposit of **Nu. 20,000** only in the form of Cash Warrant/Demand Draft in favor of Chief Executive Officer, Bhutan Telecom valid till one year
- 4.3 The "Performance Security" shall be denominated in the currencies of the contract and shall be in the form of Cash Warrant/Demand Draft/ an irrevocable Bank Guarantee to be given by any branch of scheduled banks in Bhutan.
- 4.4 The proceeds of this "Performance Security" shall be payable to the purchaser as compensation for any failure of the Bidder to complete his obligations stipulated in the contract.
- 4.5 If supplier fails to deposit "performance Security" within one week from the date of issuance of Work Order, the order shall be treated as cancelled and it shall be placed to the 2<sup>nd</sup> Lowest .
- 4.6 The "Performance Security" shall be discharged with or without deductions (as applicable) to the supplier upon his completion of performance obligations as described in the contract terms.

### 5. Other Terms & Conditions:

- 5.1 The interested bidders are required to submit the **rates** (price schedule) for food items as per the Table –I and submit bid (monthly rate) in the systems accordingly.
- 5.2 The contract will be valid for one year and shall be renewed at the end of the year upon the agreement of both the parties.
- 5.3 The canteen shall remain open throughout the year inclusive of government holidays.
- 5.4 The canteen should be open by 8 am and the expected time of closing is 10 pm. These facilities should be opened throughout the year including weekends and Govt. holidays.
- 5.5 No outsiders are allowed in the canteen during the holidays and off hours



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- 5.6 The selling of any kind of alcohols to employees within the office premises during the office hours is strictly prohibited.
- 5.7 Should the canteen host decide to leave before the completion of the contract term, 2 months' notice period in written should be submitted to the Administration Section, Corporate Services Division failing which the security deposit shall be forfeited.
- 5.8 The electricity bill and water bills shall be borne by the canteen host.
- 5.9 The office shall furnish the canteen with full set of furniture. List of Furniture to be provided during handing taking and contract signing.
- 5.10 The Canteen Operator shall not occupy the VIP lunchroom and the other room attached to Canteen.
- 5.11 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 canteen host.
- 5.12 Should the service provided by the canteen to be found unsatisfactory despite a reminder; a written notice of a month prior shall be issued to the canteen host to vacate the post, 50% of the security deposit shall be forfeited during the event.
- 5.13 Any revised rates shall be charged only after being approved by the Management.
- 5.14 Detail price schedule requirement to be submitted as per the Table: 1 in the Annexure-I (B)
- 5.15 The office reserves the right to accept or reject the offer without assigning reason thereof.

For further details and queries regarding the tender, please contact @ 343434( Extn :3020) or email to [rajen.pradhan@bt.bt](mailto:rajen.pradhan@bt.bt). For any system assistance, please contact [procurement@bt.bt](mailto:procurement@bt.bt).

## **6. Purchaser's Right to Accept Any Bid, and Reject Any or All Bids**

- 6.1 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.



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**7. Governing Law**

7.1 The Contract shall be governed by and interpreted in accordance with the Laws of Bhutan.

**8. Dispute Resolution**

8.1 Any settlement of dispute or arbitration of matter arising from the contract shall be settled as per the Alternative Dispute Resolution Act of Bhutan 2013 for Bhutanese Supplier and United Nations Commission on International Trade Law [UNCITRAL] Arbitration Rules of 1976 for International Supplier and will be binding for both parties.

**Annexure-I**

**A. Canteen should have:**

- a. Have an experienced cook.
- b. Render the service promptly.
- c. Not serve in the cracked or chipped plates and cups.
- d. Maintain hygiene all the time
- e. Change the menu daily.
- f. Should serve at least minimum of two non-veg. & two veg. items, excluding snacks all the working days.
- g. Official dinner to be hosted if required
- h. To keep the surroundings of the canteen neat and clean including the rest rooms, wash basins and other surrounding.
- i. Minor maintenance should be done by the operator (changing of tubes, bulbs, wash basin host pipes and other minor maintenance etc)
- j. The rent should be paid on or before 7<sup>th</sup> day of every month.

**B: Food Rates:**

The rates for food and drinks shall be submitted along with the monthly quote rate. Please quote the rates for food items in detail. Canteen host are not allowed to increase the rate during the entire contract period.

**Table –I : Sample for quoting rates for the food items in Price Schedule. The price schedule to be uploaded in eprocurement systems.**

SI	Food Items	UoM	Rate
1		Per Plate/cup/	
2		Per Plate/cup/	

**NB: Evaluation Criteria (60% Rent & 40% Menu/Rates)**



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