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THIMPHU THROMDE
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STANDARD BIDDING DOCUMENT

Procurement of services



CITY BUS SERVICE, THIMPHU



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Tender Form

1. Name of the Work: **Operation of City Bus Service Canteen for the FY2022-2023**
2. Name of the Supplier:
3. Address of the Supplier:
- Phone No.: Fax No.: Mobile No.:
4. Earnest Money Deposit: Nu. 5,000.00 EMD No.:
5. Tender Document available on: **www.citybusservice.bt**
6. Date of Tender Submission: on or before **2:30 PM of 5 September 2022** (Monday).
7. Date of Bid Opening: **3:00 PM of 5 September 2022** (Monday)



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Instructions to Bidders

The Management of City Bus Service invites sealed bids from registered firms for running of City Bus Service Canteen for the FY2022-2023

You are requested to submit the bid as per the terms and conditions mentioned thereof.

1. Deadline for Bid Submission.

The sealed bid should be addressed to the **Manager, AFHRD City Bus Service, Thimphu** and submit to the **Administration** on or before **2:30 PM of 5 September 2022**.

2. Eligibility of Bidder

Each bidder shall submit only one bid either by itself, or as a responsible officer in the management of the firm having the power of attorney. A bidder who submits or participates in more than one bid will be disqualified.

3. Clarification of Bidding Documents

The bidder shall not be allowed to seek any clarification on the bidding documents in person.

4. Amendment of Bidding Documents

The Client, City Bus Service, Thimphu, shall reserve the right to amend or modify the bidding documents for any reasons by issuing addendum either on its own initiative or in response to a clarification request from a prospective bidder any time prior to the deadline for submission of bids.

5. Contract Period

The contract period is for **1 year** with effect from the date of signing of contract agreement and the contract period will be extended if the services provided by the lessee is satisfactory.



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6. Terms & Conditions

- The bidders are required to submit a copy of valid trade license, tax clearance certificate and other relevant documents.
- The bidder(s) must quote for all items under this invitation. Price quotations will be evaluated for all items together and contract will be awarded to the firm (s) offering the lowest evaluated total cost under this invitation.
- The bid security of **Nu. 5,000.00** (Five Thousand ngultrums only) in the form of demand draft or cash warrant should be submitted along with the bid, in favor of the City Bus Service, Thimphu which is a Refundable deposit.
- The bid security of unsuccessful bidders shall be discharged/returned promptly upon the award of the contract. The lump sum amount of **Nu.20000/-** shall be retained as performance security deposit with the City Bus Service and paid at the end of the contract period. The validity of performance security deposit should be one month beyond the end of the contract period and details shall be drawn during the contract signing.
- The Lessee shall not sublet the canteen. Failing which the performance security shall be forfeited and the contract shall be terminated thereof.
- Bidder shall sign the integrity pact
- **The successful bidder shall pay charges for electricity, and any other services as per the bills received from the concerned agencies. On expiry of the contract the bidder must handover the shop to the lesser with details of the above payment.**
- In a case that the City Bus Service wishes to terminate the contract before the expiry of contract, a written notification shall be served, one month in advance. And similarly, the successful bidder wishes to discontinued the service, the bidder should inform the City Bus Service management in one month advance.
- The bidder shall be allowed to sell only food, tea, coffee and packed snacks as listed in BoQ. The sales of any other items (e.g. **Narcotic drugs, Cigarette, Tobacco, Alcohol etc.**.) shall not be permitted as it is in the office premises.
- The bidder shall handover the shop to the lesser with all fittings and fixtures listed in the inventory in working/functional conditions at the expiry of the lease.



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- If the City Bus Service receive any genuine complaint against the firm, the Committee will look into the matter and upon serving three warning letter, City Bus Service will have the right to terminate the contract.
- The successful lessee should maintain the cleanliness in and around the canteen area.
- Any serious dispute shall be settled in a court of law of the Kingdom.

7. Bidding Document

The goods required, bidding procedures and contract terms are prescribed in the bidding document. In addition to the invitation of bids, the bidding documents include:

- ✓ Tender forms
- ✓ Terms and conditions (TOR)
- ✓ Price Schedule

The bidders are required to examine the bidding document carefully, including all instructions given in the 'terms and conditions', and the 'Rate and specifications. Failure to furnish all information required by the bidding documents or a submission of a bid not substantially responsive to the bidding documents in every respect, will result in the rejection of the bid. In case of any error made in the rate column, the bidder is required to countersign on it, failing which the bids shall be rejected without any further notification.

8. Late Bids

Any bid received by the purchaser after the deadline for submission of bids prescribed by the purchaser, pursuant to clause 1, will be declared "Late" and shall be rejected and returned unopened to the bidder.

9. Format and Signing of Bids

The bidder should submit two copies of the documents (ORIGINAL and COPY)

All bid forms accompanying the tender documents and rate forms should be signed with official seal. The name and position held by the person signing the bid must be written below the signature. **(Name & competent signature are compulsory).**



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10. Bid Opening

The bid will be opened on **1 September 2022 at 3:00 PM**, in the presence of interested bidders' representatives and tender opening committee members of City Bus Service.

11. Bid Validity

The bid is valid for a period of 6 months from the date of entering into rate contract agreement.

12. Taxes and Duties

The firm shall be entirely responsible for taxes, stamp duties and other levies/ duties etc. payable unless otherwise specifically exempted by the Department of Revenue and Customs.

13. Forfeit of Bid Security

The bid security shall be forfeited:

- ✓ if a bidder withdraws its bid during the period of bid validity.
- ✓ if the bidder fails to sign the contract.
- ✓ if a bidder fails to furnish the performance security.

14. Signing of Contract

The successful bidder(s) is/are required to contact this office to sign the contract agreement within five working days from the date of issuance of Letter of Acceptance along with performance security, failing which the contract shall be terminated and forfeit the earnest money and award the contract to the 2nd lowest evaluated bidder.

15. Other Terms and Conditions

The other terms and conditions not covered by this document will be governed by the Financial/Procurement Manual. The bidders should sign in the tender register upon submission of tender, Name and detailed addresses of the tenderer.

The Tender Committee member's decision will be final and binding.



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Price Schedule

The tender will be award to the total lowest evaluated bidder and bidders should sign with legal stamp and seal in the price schedule page.

Bidders are requested to quote the rate for the operation of office canteen in the table below				
SL. No	Description of items	Unit	Rate	Rate in words
1	Rice (White/red)	Per plate		
2	Veg fried rice	Per plate		
3	Egg fried rice	Per plate		
4	Chicken fried rice	Per plate		
5	Beef fried rice	Per plate		
6	Pork fried rice	Per plate		
7	Sickam Paa	per plate		
8	Pork paa	Per plate		
9	Shakam Paa	Per plate		
10	Beef paa	Per plate		
11	Beef Chilli	Per plate		
12	Beef curry	Per plate		
13	Chicken curry	Per plate		
14	Chicken chilli (Fry/gravy)	Per plate		
15	Pork curry	Per plate		
16	Pork chilli	Per plate		
17	Fish curry	Per plate		



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18	Ema datshi	Per plate		
19	Mushroom datshi	per plate		
20	Kewa datshi	Per plate		
21	Aludum	Per plate		
22	Mixed vegetables	Per plate		
23	Mutter paneer	Per plate		
24	Channa	Per plate		
25	Fish fried	Per piece		
26	Dry fish fried	Per piece		
27	Egg Omelet	Per piece		
28	Egg Poach	Per piece		
29	Boiled egg	Per piece		
30	Dal	Per cup		
31	Jaju	Per cup		
32	Puri with veg curry	Per plate		
33	Puri with non-veg curry	Per plate		
34	Sukha Roti	Per plate		
35	Parathra with curry	Per plate		
36	Cheese Momo 5 piece	Per plate		
37	Beef Momo (5 pcs)	Per plate		
38	Potato Momo (5 pcs)	Per plate		
39	Samosa per pcs	Per piece		
40	Peygiee (4 pcs)	Per piece		
41	Chilli chop per pcs	Per piece		



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42	Alu chop per pcs	Per piece		
43	Sha balay per pcs	Per piece		
44	Papad	Per piece		
45	Veg chow-mein	Per plate		
46	Pork chow-mein	Per plate		
47	Beef chow-mein	Per plate		
48	Chicken chow-mein	Per plate		
49	Egg chow-mein	Per plate		
50	Beef Bathub	Per plate		
51	Pork bathup	Per plate		
52	Veg bathup	Per plate		
53	Veg Thukpa (noodle)	Per plate		
54	Beef Thukpa (noodle)	Per plate		
55	Pork Thukpa (noodle)	Per plate		
56	Panner bathup	Per plate		
57	Koka with egg	Per plate		
58	Plain koka	Per plate		
59	Black Coffee	Per cup		
60	Black Tea	Per cup		
61	Green Tea	Per cup		
62	Lemon Tea	Per cup		
63	Lassi	Per cup		
64	Milk Coffee	Per cup		
65	Milk Tea	Per cup		
66	Suja	Per cup		
67	Mineral water (big)	Per bottle		
68	Mineral water (small)	Per bottle		

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Note: Procurement of services “Operation of City Bus Service Canteen for the FY2022-2023” will be evaluated lot wise.

Name of owner:

Name of business:

Signature:

Legal Stamp

TERM OF REFERENCE

Operation of City Bus Service Canteen for the FY-2022-2023.

A. Rationale

The canteen services is required to operate within office premises of City Bus Service w.e.f. Monday to Saturday every week. The canteen services shall made available to all City Bus Service staff and if needed to outside parties.

B. Scope

1. The canteen shall be operated and maintained by one license holder.
2. The operator shall not lease to operate the canteen to next party.

C. Opening Hours

The recommended opening hours are:

1. 6:30 AM to 6:00 PM (Monday to Friday) every week, whereby, 01:00 PM to 02:00 PM lunch timings. The canteen should not remain closed during the working days without the consensus of the City Bus Service office.

Note:

Some events can take partially outside regular office hours and sometimes late evenings, whereby, the concerned officials shall inform you to provide the services.



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D. Payment:

1. Sell of items on credit basis shall be at owners' own risk and the Management of City Bus Service shall not take any liability for such credit and its recovery thereof.
2. The monthly utility bills shall be borne by the canteen owner (electricity). The water bill will be shared basis with City Bus office.

F. Role of City Bus Service

1. Day to day monitoring shall be done by officials from City Bus Service office.

G. Role of canteen owner/Service provider. (The service provider SHALL)

1. Serve menu on time to time, fresh, well hygienic and enough as per the demand/order of the customers/officials
2. Adhere to the punctuality, promptness in services and proper dress code of the staff members while delivering the services which includes catering services.
3. The service provider shall be responsible to clean the place after the services are being provided and garbage should be disposed off properly and bins maintained well.
4. The sale of **ALCOHOL, TOBACCO or other harmful substance** is strictly prohibited.
5. There should be sufficient utensils.

H. Rates of items

The menu should be sold as per the approved quoted rates. The prices/rates decided and agreed between the parties for various items shall be fixed and no escalation in the finalized rates will be permitted. **If found charging beyond the approved rates, stern action will be taken against the service provider.** The rates for all the food items shall be valid for one Fiscal Year till 31st July, 2023.

The soft drink & Juice items shall not be sold beyond MRP.

I. Cleanness and hygiene

The service provider shall maintain highest level of decency and peaceful environment. It is expected to keep the canteen premises all the time clean.

J. Manpower & other requirement.

1. Enough man-power has to be mobilized by operator.
2. The service provider has to arrange furniture and utensils at your own cost. The City Bus Service shall not be responsible for providing furniture and other items.



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K. Performance Security

1. A lump sum amount of **Nu.20000/-** (Ngultrum Twenty Thousand) only should be deposited as a performance security in the form of cash warrant, demand draft or unconditional bank guarantee issued by a financial institution located in Bhutan that shall be valid for 30 days beyond the end of contract duration. During the contract period, the bidder must render unfailing services. If failed, the City Bus Service shall have a right to forfeit the performance security deposit and either call for new tender or ask the next lowest evaluated bidder to perform the service accordantly.



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INTEGRITY PACT

1. General:

Whereas (*Name of head of the procuring agency or his/her authorized representative, with power of attorney*) representing the (*Name of procuring agency*), Royal Government of Bhutan, hereinafter referred to as the “**Employer**” on one part, and (*Name of bidder or his/her authorized representative, with power of attorney*) representing M/s. (*Name of firm*), 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. This IP is applicable only to “**large**” scale works, goods and services, the threshold of which will be announced by the government from time to time. The signing of the IP shall not apply to framework contracting such as annual office supplies etc.

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 process**¹⁵ and **contract administration**¹⁶, 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 works or 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:-

- 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



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intermediaries, any bribe, consideration, gift, reward, favor 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.

5. Commitments of Bidders

- 5.1. The Bidder shall not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favor, any material or immaterial benefit or other advantage, 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.

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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.

- 6.1. The breach of the IP or commission of any offence (forgery, providing false information, mis-representation, providing false/fake documents, bid rigging, bid steering or coercion) by the Bidder, or any one 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 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.



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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 (*place*) _____ on (*date*) _____

A
ffix
Legal
Stam

EMPLOYER

Witness: _____

Name:

A
ffix
Legal
Stam

BIDDER/REPRESENTATIVE

Witness: _____

Name: