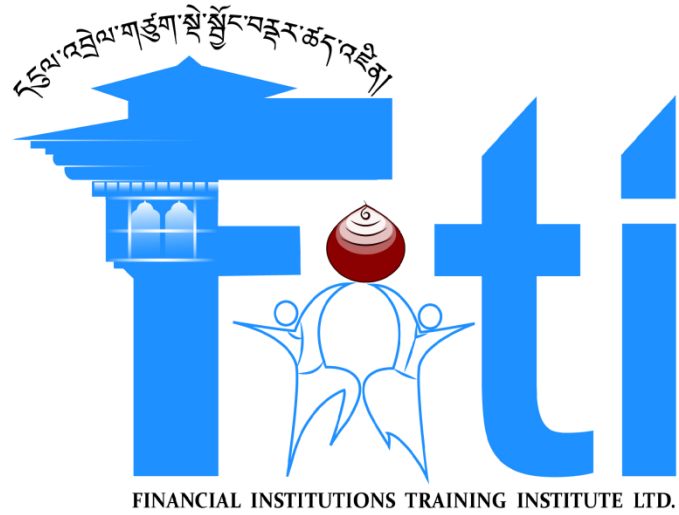

Bidding Documents for Cafeteria



Operation of FITI Cafeteria and Dinning Hall Financial Institutions Training Institute Ltd.

IFQ No: 20/Quotation/FITI/2017/360

(16th September 2017)

Terms and conditions for the operation of Cafeteria at Financial Institutions Training Institute Ltd. (FITI)

1. FITI intends to operate Cafeteria (ground floor) and manage Dinning Hall (third floor) at the Institute building.
2. FITI office, now invites sealed bids from eligible bidders, for the operation of the Cafeteria on lease rate of **Nu 10,000/-** per month and increase as per Tenancy Act. The lease rate has been fixed marginally low so as to ensure the food rate quoted is competitively reasonable. Interested eligible bidders may obtain further information on the bid from the office of the:

Head HR, Admin and Finance
Financial Institutions Training Institute Ltd,
YDF (Main Premises), Above Swimming Pool,
Thimphu, Bhutan

3. The bid security and the performance security should be furnished in the name of the **Director, FITI**, Thimphu, Bhutan.
4. All Bids must be accompanied by a **Bid security** in the form of Demand Draft for the lump sum amount of **Nu.5, 000.00 (Five Thousand) only** in the currency of the bid and must be delivered along with the bid at the office on or before 12.00 PM on 4th October 2017 and will be publicly opened on the same day at 2.30 PM.
5. The Bid Security amount shall be denominated in the currency of the bid. The bid security shall be valid for a minimum of ninety (90) working days. Any bid not secured with the bid security will be rejected as non-responsive Bids. The unsuccessful bidders bid security will be discharged/returned as promptly as possible upon finalization of the award of bid, but in any event not later than thirty (30) working days after the expiry of the period of bid validity prescribed by the FITI. The successful bidders bid security will be discharged/returned upon the bidders signing of the Agreement and furnishing of the performance security.
6. The Agreement shall be made for an initial period of 2 (two) years, However if FITI Management is not satisfied with the service provided by the awardee, the Institute may issue a written notice to terminate the Agreement, any time prior to the expiry of the award validity. Similarly, the awardee, if not interested to continue to provide the service, may issue a written notice for the termination of the Agreement. Either party wishing to issue a written notice shall give at least two months' notice period.
7. The bid security may be forfeited – if a bidder withdraws its bid during the period of bid validity as specified in the tender document or in the case of a successful bidder, if the bidder fails – to sign the agreement as specified in the bid document or to furnish the performance security.
8. The FITI shall not be responsible for any costs or expenses incurred by bidders in connection with the preparation or delivery of bids.



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9. **Clarification of Bidding Document** - prospective bidders requiring any further information or clarification on the bidding documents may notify the FITI office in writing at the mailing address indicated herein. The FITI office will respond in writing to any request for information or clarification of the bidding documents which it receives no later than seven (7) days prior to the deadline for the submission of bids as prescribed in the bid document, provided that the clarification sought for is reasonable for the FITI.
 10. **Amendments of Bidding Document** – at any time prior to the deadline for submission of bids, the FITI may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the bidding documents by amendment. The amendment will be notified in writing to all prospective bidders, which have received/purchased the bidding documents and shall be binding on them. In order to afford prospective bidders reasonable time in which to take the amendment into account in preparing their Bids, the leaser may, at its discretion, extend the deadline for submission of bids. The bidders are required to acknowledge receipt of any such amendment to the bidding documents and all such amendments shall be submitted along with the bid.
 11. **Documents comprising the bid-** the bid prepared by the bidder shall comprise the following components. A bid form completed in accordance with bid form and price clause; documentary evidence (License) establishing the bidder is eligible to bid and to operate the Cafeteria. Bid security furnished in accordance with the requirement of the bidding document.
 12. The successful bidder shall submit a copy of the applicable License before starting to operate the Cafeteria.
 13. **Price adjustment-** No price adjustment on labor, materials, services or any other component pertaining to the performance of the agreement shall be entertained. **The rate of item quoted by the bidder will remain fixed and valid for the period of two years from the date of signing of contract (item list provided in Appendix 2 & 3).** The proposal for the revision of the rates/price on the items or any new item with rates/price, if any, by the awardee will be studied by the FITI Management Team at the Institute and new rates or new items with rates will be fixed and approved.

The market rates of the consumable commodities, affecting the Cafeteria menu, prevailing at the time of lease agreement and at the time proposed for the revision of the rates will be studied prior to approval of the revised rates.

The Cafeteria operator, Awardee shall not have the right to revise the rates of items that are offered in the bid without the consent/ approval of the FITI Management. Accordingly the price for the new commodity/item, which are not included in the list of the items in the BoQ/menu list at the time of bidding, will be jointly agreed and fixed by the FITI Management and the Cafeteria Management/Awardee.



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14. Period of Bid Validity –Bids shall remain valid for a period of sixty (60) days after the date of bid opening prescribed by the FITI, pursuant to the Deadline for Submission of Bids Clause. A bid valid for a shorter period may be rejected as non-responsive.
 15. The Bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the bidder, in which case the person or persons signing the bid shall initial such corrections.
 16. The bid must be addressed to the FITI, bear the bid no. *20/Quotation/FITI/2017/360* and the words **“DO NOT OPEN BEFORE 4th October 2017”**, the inner envelope shall indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared “late”. The bid(s) shall be accompanied by a forwarding letter, and the bidder’s terms and conditions if deviated from that prescribed in the bid document.
 17. If the outer envelope is not sealed and marked as required by the above Para, the FITI will assume no responsibility for the Bids misplacement or premature opening.
 18. The awardee shall operate the Cafeteria in the Institute. The bidders need to possess the valid trade license for the operation of the Cafeteria.
 19. **Opening of the Bid-** The FITI will open bids, in the presence of bidders’ representative who chooses to attend, at the Date, Time and Location identified for the bid submission. The bidders’ representatives who are present shall sign a register evidencing their attendance. The leaser shall inform the bidders in writing if the Date or Time or Location of the opening of the Bids is changed.
 20. The bidders names, Bid price, modifications, Bid withdrawals and the presence or absence of the requisite Bid security and such other details as the leaser, at its discretion, may consider appropriate will be announced at the opening. The leaser shall prepare minutes of the Bid Opening.
 21. Right to accept any bid and to reject any or all bids- The awardee reserves the right to accept or reject any bid without assigning any reason and to annul the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected bidder or any obligation to inform the affected bidder or bidders of the grounds for the leasers action.
 22. **Award of contract-** The FITI will determine to its satisfaction whether the bidder selected as having submitted responsive bid is qualified to satisfactorily perform the contract. The determination will take into account the bidder’s financial and technical capabilities. It will be based upon an examination of the documentary evidence of bidder’s qualification submitted by the bidder as well as such other information as the FITI deems necessary and appropriate, in addition to the monthly rent amount and the discount rates of the items offered by the bidder in its offer.
 23. **Signing of contract-** At the time of notification of award, the FITI will send the successful bidder the Agreement Form, provided in the bidding documents, incorporating all agreements



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- between the parties. Within ten (10) days of receipt of the Agreement Form /notice of award, the successful bidder shall sign and date the contract / Agreement and return it to the FITI, which shall be kept in the custody of the Institute.
24. The Cafeteria should be made operational within 30 days from the date of signing of contract. Any delays in the establishment and operation of the Cafeteria will be viewed seriously and this may lead to the cancellation of the award.
 25. The operation of Cafeteria will be awarded for a period of two years (24 months) initially. This can be renewed upon expiry of the first award period based on the services performances.
 26. If the awardee is interested to continue to operate the Cafeteria on the initial terms and conditions, a written request must be submitted to the Institute at least two months prior to the expiry of the operation period. Failure to receive such notice, the FITI shall look for alternative ways to run the Cafeteria upon the expiry of the agreement.
 27. The successful bidder will be required to furnish a security deposit of sum of Nu 15,000.00 as performance security. The proceeds of the performance security shall be payable to the FITI as compensation for any loss resulting from the awardee's failure to perform its contract satisfactorily. The performance security shall be valid for a period not less than 24 months from the date of signing the contract.
 28. The rent for the Cafeteria must be paid before the 7th day of the next month failing which a fine of Nu 45/- per day will be charged.
 29. The lessee shall be responsible for the payment of the water and electricity bill of the Cafeteria building and will not claim any reimbursement of the expenses on the account.
 30. Minor maintenance and replacement of utilities of Cafeteria and its premises should be borne by operator.
 31. The Cafeteria will not be authorized to sell intoxicating items such as alcohols, cigarette, tobacco, etc.
 32. The awardee/ Cafeteria Operator shall organize to maintain high decency and peaceful environment within the Cafeteria complex.
 33. The awardee/ Cafeteria operator shall prepare and put up the menu (with rates) in the Cafeteria for information to all the guests willing to avail the services from the Cafeteria.
 34. The awardee/ Cafeteria operator shall open the Cafeteria from 8:00 am up to 9:00 pm throughout the semester, and shall inform /seek permission for late night programs.
 35. The awardee/ Cafeteria operator will arrange to serve the order in the respective office within 15 minutes in case of tea and readymade snacks.



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36. The awardee/ Cafeteria operator will make sure all official serving will be done in formal dress (Gho/Kira) or proper Cafeteria uniform as approved by the FITI committee.
 37. Inspection and test – the awardee/ Cafeteria Operator will permit the Awarder / Concerned Authority (like BAFRA) to enter the Cafeteria store / kitchen any time and check the quality of food items being served or being processed for preparation. The awardee/ Cafeteria operator will be required to maintain very high level of hygiene within the Cafeteria premises; failure to do so will be subject to serious action and may lead to the cancellation of the Agreement.
 38. The Cafeteria shall arrange to serve all items put up in the menu when order are placed for hours in advance and the items or part of items are not banned in the country.
 39. Stale food should not be served.
 40. **Licenses and permits**- The awardee/ Cafeteria operator shall be a Bhutanese national to operate the Cafeteria & Dining Hall and will be responsible for the renewal of the license.
 41. **Furniture and Utensils**- The furniture attached in Appendix 1 will be provided. The awardee/ Cafeteria operator will have to arrange his or her own utensils and cookeries required in the Cafeteria and additional furniture like table counter, kitchen chimney/ exhaust fan etc.
 42. The bidder may propose their own terms and conditions if deviated from the terms and conditions stated herein. The bid evaluation will take into account the conditions proposed by the bidder.
 43. The furniture provided (Appendix 1) need to be returned in good working condition during the cancellation of the agreement or at the expiry of the agreement term (whichever is early) and Operator shall be responsible for any damages or loss to the property (structure, furniture and equipment). Replacement of any damage items should be made of same brand.
 44. The decision taken by the FITI management shall be final and binding at any course of time.
 45. The operator shall be allowed to cook meals in the Cafeteria other than the fast food items.
 46. The bidders shall propose list of items with rates in two parts: Appendix 2 & 3.
 47. The bidder shall clearly mention the rates for catering separately.
 48. The rates shall be inclusive of all charges and taxes.



Agreement

(to be filled upon finalization of the award)

THIS AGREEMENT made on the..... day month of 2017 between FITI, Thimphu (hereinafter “ the client”) of the one part and..... (hereinafter “ the awardee”) of the part.

WHEREAS the awarder is desirous that in campus Cafeteria and Dinning Hall services be provided by the awardee, for the items identified in the menu list of the Bidding Document (hereinafter “the service”) and has accepted a bid by the client.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. The Agreement shall consist of this Agreement, the terms and conditions stated in the bid documents and any other conditions set forth by the bidder at the time of submission of the bid and the same if accepted by the client.
2. This Agreement sets forth the entire contract and agreement between the parties pertaining to the operation of the Cafeteria.
3. This Agreement shall prevail over all other contract documents unless revised.
4. The house rent, furniture hiring charge and electricity bill for the particular month will be paid to the account section, FITI, on monthly basis within 7th day of the current month.
5. In the event that “the client” is not satisfied with performance of the awardee, the client will issue notice, giving one-month time, to awardee to terminate the agreement signed between them. The dues, if not cleared by the awardee, will be recovered from the performance security.
6. The client shall not bear any cost for the stock balance or dues not collected, in the event the agreement is terminated. The client shall make necessary arrangements to collect its outstanding dues, sell of the stock balances and make all entitled payments to the awardee and windup the agreement.
7. Any notice under the agreement shall be in the form of letter, telex or fax. Notices to either party shall be given at such address or addresses that either party shall specify from time to time by written notice to the other. In the absence of such notice, notice to the awarder shall be properly addressed to:

Head HR, Admin and Finance
Financial Institutions Training Institute Ltd,
Post Box No. 01621, Changeney

(Penjor Gyeltshen)
Head HR, Admin and Finance

(XYZ)
Awardee

Witnessed by:
(Witness 1)
FITI

(XYZ)
Awardee witness

