

**BHUTAN NATIONAL BANK LIMITED**



**Open Tender for Operating BNB Canteen – 2025**

**May 16, 2025**



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## Section 1: Invitation of Bids

Bhutan National Bank Ltd. (the Bank) invites sealed bids from eligible and qualified Bhutanese firms, as per the details provided below: -

<b>Name of Work</b>	To operate BNB Canteen at Corporate Office building, BNBL, Thimphu for a period of one year.
<b>Sale of Tender / Registration</b>	16.05.2025 – 02.06.2025
<b>Tender Fee (Non-refundable)</b>	Nu. 500.00 (Cash only)
<b>Date &amp; Time of Tender submission</b>	02.06.2025 [9.00 - 11.00 AM]
<b>Date &amp; Time of Tender opening</b>	02.06.2025 [11.30 AM] Tentative
<b>Place of Bid submission &amp; Bid Opening</b>	Procurement Unit, HRA Department, 3 <sup>rd</sup> Floor, Level B, Corporate Office, BNBL, Thimphu
<b>EMD/Bid security</b>	Nu. 20,000.00
<b>Availability of Tender Document</b>	Tender document can be purchased from the Procurement Unit, located on the 3 <sup>rd</sup> floor, Level B of Corporate Office, BNBL, Thimphu on all working days from 9:00 AM to 5:00 PM (Monday - Friday). The tender document can also be downloaded from BNBL website: <a href="http://www.bnb.bt/announcement/">www.bnb.bt/announcement/</a> . However, the bidder should register and deposit the tender fee on or before submission of the bid.



## Section 2: Instruction to Bidders

### 2.1. Background

- 2.1.1 BNBL Corporate Office, Thimphu has a well-designed space for operating canteen for the benefit of its employees and for official purpose.
- 2.1.2 There will be about 270 (Two Hundred & Seventy) employees at the Corporate Office. It is assumed that most of the employees will avail canteen facilities, including breakfast, lunch, tea and snacks. Besides, the canteen will also cater to official meetings and board meetings. With the establishment of the canteen, Bank will not allow outside restaurants and caterers to cater breakfast, lunch, tea and snacks at the Bank. The canteen shall also cater meals, tea and snacks whenever outside agencies hire and use its meeting hall(s).
- 2.1.3 Bank would like to request for proposal from interested and eligible bidders holding a valid trade license of restaurants and hotels with an established and running business and a certificate of quality compliance from BAFRA (a supporting evidence to corroborate the claim should be enclosed) within the country to operate canteen.

### 2.2 Scope of bid

#### 2.2.1 Rent & Facilities

- a) The monthly rent is set at Nu. 10,000/- (Ngultrum Ten thousand) only per month and is due on or before the 5<sup>th</sup> day of each subsequent month. Failure to pay rent within the specified deadline shall incur a late penalty of 24% per annum on the overdue amount. However, the bank shall be responsible for covering the electricity and water bills.
- b) Together with space, Bank shall provide furniture at the canteen. It shall be the responsibility of the operator for maintenance of furniture / fixtures, electrical facilities provided by the bank. The furniture / fixtures provided to the operator shall be returned in good condition at the completion / termination of the contract.
- c) It shall be the operator's responsibility to arrange cooking gas, machines, tools, pots and pans, crockery and cutlery required at the canteen.
- d) It shall also be the operator's responsibility to purchase / arrange all kitchen equipment / appliances and utensils.



### 2.2.2 Menu & Dishes

- a) The canteen shall not serve alcohol. However, the operator may be asked by the management to serve alcohol during official dinners and engagements.
- b) The preparation of vegetarian and non-vegetarian items shall be carried out separately without any intermixing of food items, plates, spoons and other cutlery.
- c) Apart from prescribed standard menu (usually served) mentioned in the tender document, Bank shall have the right to prescribe different menu for breakfast, Lunch, Dinner, Tea etc. with variable cost depending upon the need and occasion. However, the bank reserves the right to cater from different hoteliers / catering agents depending on the nature of guest and dignitaries visiting the bank.

### 2.2.3 Manpower

- a) The Operator shall deploy adequate resources and manpower to provide food and services at the following levels:
  - Board/banquet level service
  - Executive level service
  - Mid-level (staff) service
  - Conference level service
- b) The operator shall strictly adhere to punctuality, promptness in service delivery and proper dress code of the staff members while delivering the service.
- c) All canteen staff are required to wear ID badges issued by the Bank at all times for access to office premises, and the operator will be held accountable for any misuse of these badges. In the event of staff changes, the operator must promptly notify the Bank.
- d) The operator shall not serve stale / expired food items. The operator shall ensure adequate tissue/napkin papers are placed on the dining tables.

### 2.2.4 Access and Security

- a) The canteen shall run from morning to evening based on a time agreed mutually between the operator and Bank.



- b) Except when required and requested by Bank, the canteen shall not organize any party or dinners at the canteen.
- c) The operator and his staff should adhere by security norms of the bank.
- d) The service provider shall not employ the services of any sub-contractor directly or indirectly for the purpose of operating the Canteen pursuant to this contract.
- e) Providing catering services to external parties through the office canteen during weekends and holidays is strictly prohibited, unless specifically requested by the Bank.

#### **2.2.5 Price schedule**

- a) Price of the food items and dishes shall be set at comparable rates at standard café / restaurant in town.
- b) Bank is not able to nor shall it guarantee any minimum volume of business for the Canteen.
- c) The canteen shall be liable to pay taxes as per the laws of the land.
- d) The operator shall publish a menu card with agreed rates and shall not sell any item at a rate higher than the agreed rates in the contract.
- e) Rates for menu items not listed in the approved menu shall be determined through mutual negotiation between the service provider and the Bank and shall remain valid throughout the contract period.
- f) Operator shall ensure MRP of items, e.g. bottled water, juice and drinks that are NOT specified in the menu.
- g) The contract/ agreed menu rates shall apply to all staff and other customers who avail the services.
- h) All bills must be verified by the requesting party; failure to do so may result in payment being withheld.



## 2.2.6 Cleanliness and hygiene

- a) The dishes and items available at the Canteen shall be fresh, clean and of good quality.
- b) The Operator shall to ensure that every day after operation, the canteen hall and all the crockery and cutlery are tidied up kept in order before closing for the day.
- c) The Operator shall ensure proper disposal of waste and garbage.
- d) The Operator shall ensure all outlets/ducts provided in the kitchen are not blocked and/or damaged.
- e) The operator shall display NO SMOKING SIGN in the canteen and shall not sell tobacco items and other prohibited items.
- f) The Bank shall reserve the right to check the quality (cleanliness & hygiene) and quantity of the food items supplied and served.

## 2.3 Timeline & Deliverables

Deliverables	Timeline
The canteen operator shall provide the services in accordance with the terms of the contract, ensuring that satisfactory services are provided to the employees of the bank.	For signing one-year contract with the canteen operator. The contract may be extended / renewed for a mutually agreed based on the performance of the operator.

## 2.4 Fraud and Corruption

- 2.4.1 Bank shall reject a Bid for award, if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the Contract in question.
- 2.4.2 Bank requires that a Bidder and his/her employees, consultants & agents, shall observe the highest standards of ethics during the bidding process and execution of contracts.





2.4.3 Bank requires that Bidder, as a condition of admission to eligibility, execute and attach to their Bids an Integrity Pact Statement as per Form: Annexure IV of Section 8. Failure to provide a duly executed Integrity Pact Statement may result in rejection of the Bid.

2.4.4 Bank shall report any case of corrupt, fraudulent, collusive, coercive or obstructive practice to the relevant agencies, including but not limited to the Anti-corruption Commission (ACC), of the Kingdom of Bhutan, for necessary action in accordance with the statutes and provisions of the relevant agency.

## 2.5 Preparation of Bid

2.5.1 The bidder shall bear all costs associated with the preparation and submission of its bid, and the Bank shall not be responsible or liable for those costs, regardless of the conduct or outcome of the Bidding process.

2.5.2 The Bid shall comprise the following:

- a) Form for Submission of Proposal (Annexure-I)
- b) Bidder Identification Form (Annexure-II)
- c) Bill of Quantity (Annexure-III)
- d) Integrity Pact Statement (Annexure-IV)
- e) Valid Trade license and Tax clearance certificate
- f) Bid security (EMD)
- g) The Power of Attorney shall be submitted if an authorized representative is appointed.
- h) Any other document required as per bidding document

2.5.3 The entire set of documents submitted as part of the Proposal shall be signed by the bidder(s) on every page.

2.5.4 The bid document shall be filled neatly and clearly. Incomplete or conditional proposals not submitted as per terms and conditions shall not be entertained. Any interlineations, erasures or overwriting shall be valid if they are signed or initiated by the authorized person signing the bid.

2.5.5 The bidder is expected to examine all instructions, forms, terms and specifications in the bidding document. Failure to furnish all information or documentation required by the bidding document may result in the rejection of the bid.



- 2.5.6 The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Bank, shall be written in English. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the bidding document, in which case, for the purposes of interpretation of the Bid, such translation shall govern.

## 2.6 Price Schedules

- 2.6.1 The price shall be converted in local currency (Ngultrum) inclusive of all taxes, duties and other service charges.
- 2.6.2 The price shall be firm and irrevocable and not subject to any change whatsoever even due to increase in the cost till validity of the contract period.
- 2.6.3 The bidder is required to quote the price in the BOQ –Annexure III of Section 8 provided in this Bid. The bidder is required to quote all the items reflected in the BOQ. Failure to quote even a single item of the BOQ shall lead to rejection of bid.

## 2.7 Clarification and amendment of Bids

- 2.7.1 The Bank reserves rights to issue any amendment on the Bid document at any time prior to the last date of submission. This may be done either on the bank's own initiative or in response to a clarification request from a prospective bidders. Such amendment shall be notified to those bidders who have purchased the tender document in writing including by electronic email to the bidders.
- 2.7.2 Likewise, bidder may request for bid clarification from the Bank in writing including by electronic email and the Bank shall send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all bidders. Should the Bank deem it necessary to amend the Bid document as a result of a clarification, it shall do so after following the due procedure. Bidder shall not be allowed to seek clarification of the bidding document in person or by telephone or other verbal means.
- 2.7.3 A pre-bid meeting shall be conducted only if strictly necessary to clarify doubts and concerns of the bidders prior to submission of bids. Minutes of the pre-bid meeting shall be circulated to all bidders that have purchased bidding document.



## 2.8 Period of validity of Bid

- 2.8.1 The bid shall be valid for a minimum period of Ninety (90) calendar days from the date of submission. A Bid valid for a shorter period shall be rejected as non-responsive.
- 2.8.2 In exceptional circumstances, prior to the expiry of the Bid validity period, Bank may request Bidder in writing to extend the period of validity of their bids. Bidder may refuse the request to extend the validity of its Bid without forfeiting its Bid Security. In such a case, the Bid of the Bidder, refusing to extend the validity of its Bid, shall not be considered for evaluation and award. Bidder granting the request shall be required to extend the validity of its Bid Security, correspondingly but shall not be required or permitted to modify its Bid.

## 2.9 Bid Security

- 2.9.1 The Bid security (EMD) of Nu. 20,000/- (Ngultrum Twenty thousand) only shall be enclosed in the form of Draft/Cash warrant/Bank Guarantee favoring to “Bhutan National Bank Ltd., Thimphu” with validity for a minimum period of Ninety (90) calendar days from the date of bid submission.
- 2.9.2 The bid without bid security (EMD) or bid security which do not comply with the above terms shall be disqualified or considered as non-responsive.
- 2.9.3 Bid security (EMD) of “Responsive” but unsuccessful bidder shall be returned after signing of the contract and receiving the performance security from the “successful bidder”.
- 2.9.4 Bid security (EMD) of “successful bidder” shall be returned after signing the contract and deposit of performance security by the successful bidder.



2.9.5 The bid security (EMD) shall be forfeited;

- a) If bidder withdraws its bid as a whole or in part during the period of bid validity;  
or
- b) If bidder does not accept the arithmetical corrections of its bid price [ITB clause 2.16.4], or
- c) If bidder has been found practicing corrupt, fraudulent, collusive or coercive practices during the bidding process, or
- d) In case of successful bidder(s), if the bidder(s) fails to produce the performance security and sign the contract agreement within the prescribed time.

## 2.10 Submission of bid

2.10.1 The sealed bids (Technical/Financial) shall be submitted in one sealed envelope marked as “Confidential” and address to:

Bhutan National Bank Limited  
Corporate Office  
Thimphu

Attention: The Procurement Officer, HRA Department, BNBL, Thimphu

2.10.2 bear the name and identification number of the contract;

2.10.3 Provide a warning not to open before the specified time and date for bid opening as defined in the bid document.

2.10.4 Upon the received of submission, the Bank shall register the bid response. Only complete submissions shall be registered.

2.10.5 All submissions, including any accompanying documents, shall become the property of the Bank. Hence, submission of response to the bid shall be deemed as responds' license, and grant all rights to the Bank to reproduce the whole or any portion of their submission for the purpose of evaluation, notwithstanding any copy right or other intellectual property right that may subsist in the submission or accompanying documents.



## **2.11 Deadline for submission of Bids**

2.11.1 Bids shall be delivered by hand to the bank at the address and no later than the date and time indicated in the bidding document.

2.11.2 The Bank may, at its discretion, extend the deadline for the submission of bids by amending the bidding documents in accordance with ITB clause 2.7, in which case all rights and obligations of the Bank and Bidder previously subject to the deadline shall thereafter be subject to the deadline as extended.

## **2.12 Late Bid submission**

2.12.1 The Bank shall not consider any bid that is submitted after the deadline for submission of bids. Any bid received after the deadline for submission of bids shall be declared late, rejected, and returned unopened to the Bidder(s).

2.12.2 The Bank has no liability to any respondent who lodges a late Bid submission for any reason whatsoever including Bid responses taken to be late only because of another condition of responding.

## **2.13 Withdrawal, Substitution, and Modifications of Bids**

2.13.1 No Bid may be withdrawn, substituted or modified in the interval between the deadline for submission of Bids and the expiry of the period of Bid validity specified in the bidding document.

## **2.14 Requests for information/clarification**

2.14.1 Respondents are required to direct all communications related to this Bid to:

The Procurement Officer,  
HRA Department,  
Bhutan National Bank Ltd., Thimphu  
Contact No. 02-328588, IP: 1276  
Email: ugyenwangdi@bnb.bt

2.14.2 All questions related to the Bid, technical or otherwise, shall be addressed to the above addresses, interpersonal communications shall not be entered into and the respondent shall be disqualified if attempting to enter into such communications.



2.14.3 Bank shall try to respond to all the queries raised by the bidder(s). However, Bank reserves the right of not responding to any query, if the Bank feels that the same is not required to be answered.

## 2.15 Bid Opening

2.15.1 The Bank shall conduct the bid opening in presence of Bidders' designated representatives who choose to attend, and at the address, date and time specified in the bidding document.

2.15.2 The Bidder(s), their representative(s) and other attendee(s) at the bid opening shall not be permitted to approach any members of the Bid Opening Committee or any other Bank officials.

2.15.3 The sealed envelope shall be opened one at a time. The Bidders' names, the Bid prices, the total amount of each bid, and such other details as the Bank may consider appropriate shall be announced by the Bank at the Bid opening.

2.15.4 Complaints or other comments made by the bidders' representative(s) during the bid opening shall be submitted in writing to the address under ITB clause 2.14.1, within five (5) calendar days from the date of opening of the bids.

## 2.16 Evaluation and comparison of Bids

### 2.16.1 Confidentiality

- a) Information relating to the examination, evaluation, comparison and post qualification of Bids, and recommendation of Contract Award, shall not be disclosed to Bidder or any other person not officially concerned with such process until publication of the Contract Award.
- b) Any effort by Bidder to influence the Bank's authorized representative(s) in the examination, evaluation, comparison and qualification of the bids or contract award decisions may result in the rejection of its Bid.



### 2.16.2 Clarification of Bids

- a) To assist in the examination, evaluation, comparison and post qualification of the Bids, the Bank 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 Bank shall not be considered. The Bank's request for clarification and the response shall be in writing. No change in the prices or substance of the Bid shall be sought, offered or permitted, except to confirm the correction of arithmetic errors discovered by the Bank in the evaluation of the Bid.

### 2.16.3 Responsiveness of Bids

- a) The Bank's determination of a Bid's responsiveness shall be based on the contents of the Bid itself, and is to determine which of the Bid's received are responsive and thereafter to compare the responsive Bids against each other to select the best evaluated Bid.
- b) A substantially responsive Bid is one that conforms to all the terms, conditions and specifications of the Bidding document without any material deviation, reservation or omission.
- c) If a Bid is not substantially responsive to the Bidding document it shall be rejected and may not subsequently be made responsive by the Bidder(s) by correction of the material deviation, reservation or omission.

### 2.16.4 Correction of errors in price bid

- a) Arithmetical errors shall be corrected at the time of evaluation of Price Bids and the corrected figure shall be considered for the purpose of evaluated bid price.
- b) If there is a discrepancy between the unit price and the total price (product of unit price & quantity), the unit price shall prevail and the total price shall be corrected, unless in the opinion of Bank, there is an obviously gross misplacement of decimal point in the unit rate, in which case, the total of line item as quoted shall prevail and unit rate shall be corrected accordingly.





### 2.16.5 Preliminary examination of Bids

The Bank shall examine the Bids to confirm that all documents and technical documentation requested have been provided as per the pre-qualification criteria mentioned below:

Sl.#	Description	Status
1.	Form for Submission of Proposal (Annexure-I)	Mandatory
2.	Bidder Identification Form (Annexure-II)	Mandatory
3.	Bill of Quantity (Annexure-III)	Mandatory
4.	Integrity Pact Statement (Annexure IV)	Mandatory
5.	Valid certificate of quality compliance from BAFRA (a supporting evidence to corroborate the claim should be enclosed)	Mandatory
6.	Valid trade license and tax clearance certificate	Mandatory
7.	Bid Security (EMD)	Mandatory
8.	Proof of at least 1 (one) year of experience of running / operating canteen, hotel, restaurant and cafeteria. The bidder must submit very clear documentary evidences in this regard failing which the bid will be rejected. (minimum of one certificate/work order)	Mandatory

**Note:** Verifiable documentary proofs for all the above requirements are mandatory. Proposals shall be rejected if a bidder fails to submit any of the verifiable documentary evidence.

### 2.16.6 Evaluation of Bids

- a) The Bank shall evaluate each Bid that has been determined, up to this stage of the evaluation, to substantially responsive.
- b) The evaluation shall be done on lot system and fulfillment of the following criteria:
  - i. Bid price quoted (Financial)
  - ii. Based on product specification provided by BNBL (Technical)
  - iii. Preliminary examination of Bids (clause: 2.16.5)
- c) All the bidders are advised to compulsorily quote for all the items of the lot as the evaluation will be done on lot basis and only the total amount of the lot will be considered for the evaluation and any bidder failing to quote for any item of the





lot will lead to rejection of the bid. Further, if bidder quotes two rates for one item, it shall be not evaluated (one rate for one item).

### **2.16.7 Bank's Right to Accept Any Bid, and to reject any or All Bids**

- a) The Bank reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to bidders.
- b) The Bank reserves the right to negotiate with bidder, if necessary such negotiations shall be held at the date, time and address intimated to the qualified and selected bidder. Representatives conducting negotiations on behalf of the successful Bidder shall have written authority to negotiate and conclude a contract.

### **2.17 Award of Contract**

- 2.17.1 The Bank shall award the contract to the bidder(s) whose offer is determined to be the lowest evaluated bid and is substantially responsive to the requirements of the bidding document.
- 2.17.2 The Bank reserves the right, at the time of contract award, to increase or decrease the quantity of items tendered, without altering the price or any other terms and conditions of the contract.
- 2.17.3 The Bank shall notify the successful bidder(s) of its intention to award the contract in writing, using the format provided in Annexure-V, referred to as the "Letter of Intent to Award the contract," ensuring compliance with all mandatory requirements. Simultaneously, unsuccessful bidders shall receive written notifications using the format in Annexure-VI, referred to as the "Letter for unsuccessful bid," informing them of the outcome. All bidders shall also be provided with information regarding the name and bid amount of the successful bidder(s). These notifications shall be sent on the same day, including by email.
- 2.17.4 Upon receiving the Bank's notification [ITB 2.16 (c)], an unsuccessful bidder has seven (7) calendar days to submit a written request for a debriefing. The bank shall respond to all such requests for debriefing within this deadline.
- 2.17.5 If a debriefing request is made within the deadline, the Bank shall provide a response within five (5) calendar days.



- 2.17.6 The debriefing shall focus solely on the bidder's own bid and will not include discussions about other competing bids. The debriefing shall not:
- Point-by-point comparisons with other bids; and
  - Information that is confidential or commercially sensitive to other bidder(s).
- 2.17.7 The purpose of the debriefing is to inform the unsuccessful bidder(s) of the specific reasons for their lack of success, highlighting the shortcomings of their bid, but without disclosing details of other bids.
- 2.17.8 If two or more bidders submit identical L1 rates, the Bank shall request fresh quotes from both L1 bidders, providing five (5) calendar days for resubmission. The Bank's decision on the reasonable time allowed for this resubmission shall be final and binding. Following this, the contract shall be awarded to the L1 bidder(s) based on the fresh quotes received.
- 2.17.9 The successful bidder(s) shall sign the contract acceptance in writing within seven (7) calendar days after the expiry of the compliance period specified in the letter of intent issued. Failure to do so shall result in the bid being rejected without further notice.

### **Section 3: Performance Security**

- 3.1 The successful bidder shall be required to furnish sum of Nu.50, 000/- (Ngultrum Fifty thousand) only in lump sum as Security within seven (7) calendar days after the expiry of the compliance period specified in the letter of intent.
- 3.2 If the successful bidder fails to provide the performance security within 7 (seven) calendar days after the expiry of the compliance period specified in the letter of intent, the bid will be considered as invalid and the particular work will be given to second lowest bidder.
- 3.3 The validity of Performance Security should be initially for 1 (One) year. However for Performance security in form of Draft & Cash warrant which is valid for 6 (six) months, the successful bidder should undertake to renew the Draft/Cash warrant for another additional period of up to 6 (six) months before the expiry of the Security.



- 3.4 The Performance security shall be discharged with or without deductions (as applicable) to the successful bidder upon completion of performance obligations as described in the contract terms.
- 3.5 The proceeds of the performance security shall be payable to the Bank as compensation for any loss resulting from the successful bidder's failure to complete its work specified under the contract.

#### **Section 4: Service Delivery Penalty**

- 4.1 The Bank may, by written notice, terminate the contract agreement or forfeit the performance security in whole at any time for its convenience;
- a) If the successful bidder fails to perform any obligation (s) under the contract agreement, or
  - b) If the successful bidder does not take any remedial action within a period of 15 (fifteen) calendar days after receipt of a notice of default from the Bank specifying the nature of the default (s), or
  - c) If the successful bidder, in the judgment of the Bank, has engaged in any corrupt or fraudulent practices in competing for or in executing the tasks under this contract terms & conditions, or
  - d) If the successful bidder fails to deliver the services required for a particular activity, and
  - e) In the event of poor quality of food & services, the Bank shall issue a letter to the successful bidder to improve their services. However, if there is no improvement in services during the mentioned duration in the letter, the Bank shall terminate the contract and forfeit the performance security at its own discretion.

#### **Section 5: Force Majeure**

- 5.1. The successful Bidder shall not be liable for forfeiture of its Performance Security, liquidated damages or termination for default if and to the extent that it's delays in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.



- 5.2. For purpose of this Clause, “Force Majeure” means an event or situation beyond the control of the bidder that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of Bidder. Such events may include, but not limited to, acts of the Purchaser (Bank) in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 5.3. If a Force Majeure situation arises, the successful bidder shall promptly notify the Bank in writing of such condition and the cause thereof along with documentary or pictorial evidence acceptable to Bank. Unless otherwise directed by the Bank in writing, the successful Bidder shall continue to perform its obligation under the Contract.

## Section 6: Terms of Payment

- 6.1. Payment of the invoice shall be arranged by the Bank upon submission of original invoice and TPN number, against the actual work completed as specified in the work order.
- 6.2. Payment shall be made within thirty (30) calendar days and upon successful completion of the supply items listed in the purchase order. The necessary deductions on account of income tax, service tax etc. shall be deducted at source, as applicable, as per Government Rules from the bills submitted by the successful Bidder(s) and necessary TDS certificate shall be issued.

## Section 7: Termination

- 7.1. The Bank may, by written one month notice, terminate the contract in whole or in part at any time for its convenience;
- a) If the operator fails to perform any other Terms and Conditions specified within the contract period, or exceeds the maximum amount of liquidated damages or if the operator does not take any remedial action within a period specified by the Bank.



- b) If the operator, in the judgment of the Bank, has engaged in any corrupt or fraudulent practices in competing for or in executing the tasks under this contract.
- c) If the operator receives more than three official written complaints.
- d) If the operator decides to leave before the completion of the contract term, 2 (two) months' notice period in written should be submitted to the Administrative Incharge, HRAD, Corporate office, BNBL, Thimphu failing which the performance security shall be forfeited.



## Section 8: Bidding Forms

### Annexure I: Form for Submission of Proposal

Date: [DD/MM/YY]

To: Bhutan National Bank Limited  
Corporate Office  
Thimphu

Dear Sir/Madam,

The undersigned, having read the tender document, hereby offers to provide canteen services as per the terms and conditions set out or specified in the document.

I/We agree to abide by this Proposal/Bid for a period of Ninety (90) calendar days from the date for Bid submission in the tender, and the Bid shall remain binding upon us and may be accepted at any time before the expiration of that period.

I/We certify that all information furnished by our firm is true & correct and, in the event, that the information is found to be incorrect/untrue or found violated, then your company/organization shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full performance security deposit, absolutely.

**Best regards**

* Signature and seal of the Bidder:	
* Name/Title:	
* Telephone:	
* Email:	

Footnote: /\* Compulsory field



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Bidder Seal & Signature

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## Annexure II: Bidder Identification Form

<b>1. Firm (s) Information</b>	
* Name and Address:	
Telephone/Mobile:	
Email address:	
*Legal Representative: Name/Surname/Position (if any)	
<b>2. Proprietor (s) Details</b>	
*Name:	
*CID Card No.	
*Telephone/Mobile No.	
*Email Address:	
<b>3. Contact details of persons that BNB may contact for requests for clarification during Bid evaluation:</b>	
* Name/Surname:	
* Telephone/Mobile:	
* Email address:	
<b>Be advised that this person must be available during the evaluation of the bids.</b>	
* Signature and stamp of the Bidder:	

Footnote: /\* Compulsory field



**Annexure-III: Bill of Quantity (BOQ):**

(Attached on the last page)



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## Annexure IV: Integrity Pact Statement (IPS)

### 1. General:

Whereas, the Chief Executive Officer, representing Bhutan National Bank Limited, hereinafter referred to as the “Employer” on one part, and ..... (Name or Designation) 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.**

### 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 and contract administration, 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 Tender 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 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.



4.2 The Employer further confirms that its officials shall not favor 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 for any violation or attempted violation of clauses 4.1 and 4.2.

4.4 Following report on violation of clauses 4.1 and 4.2 by 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, 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.

## **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, misrepresentation, 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 Debarment 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.

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) \_\_\_\_\_

Affix
Legal
Stamp

Affix
Legal
Stamp

**EMPLOYER**

**BIDDER/REPRESENTATIVE**

CID 

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CID 

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Witness: .....

Witness: .....

Name: .....

Name: .....

CID 

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CID 

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**Annexure-V: Letter of Intent to Award the Work**

BNBL/PO-TENDER/TH-.../2025/

[Date]

[Bidder's Firm Name]

[Bidder's Address]

[City, State]

Subject: Letter of Intent to Award Contract for [Project/Tender Title]

Tender reference No.....

Sir/Madam,

We are pleased to inform you that your bid for the [Project/Tender name] has been selected, and we intend to award the contract to your firm. This letter serves as an official notice of our intent to award the contract to your firm, subject to the conditions outlined below.

**Conditions of Award:**

1. This Work Awarding Letter is issued on the condition that no formal complaints or objections are received from the unsuccessful bidders within the next seven (7) calendar days from the date of this letter. During this period, unsuccessful bidders may raise any concerns or objections regarding the bidding process.
2. If no valid complaints are received during this period, you are required to report to the Procurement Unit, Human Resource and Administration Department, Corporate Office, BNBL, Thimphu, within seven (7) calendar days after the end of the compliant period to complete the following formalities.
  - a) Sign the Bid Acceptance letter and Contract Agreement;
  - b) Submit a Performance Security deposit amounting to Nu. [in figures/words] (10% of the contract value) in the form of Demand Draft/Cash Warrant/Bank Guarantee, valid of [months/days], in favor of "Bhutan National Bank Limited".



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Bidder Seal & Signature

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3. You are encourage to begin preliminary preparations for the work. However, please refrain from commencing any work or incurring any related costs the formalities outlined in points 2. (a) & (b) are completed.

Important Notes:

1. If a complaint is received within the specified period, we will notify you promptly. We will then review and address the compliant before providing further instructions.
2. This letter does not constitute a binding agreement until the seven-day period has passed without any objections and the formalities outlined in points 2. (a) & (b) are completed.
3. Please arrange to collect the EMD deposited with us once the formalities outlined in points  
2. (a) & (b) are completed.
4. Please note that if you do not complete the required formalities within the specified timeframe, your selection may be revoked, and the EMD may be forfeited in accordance with bidding terms and conditions.

We appreciate your patience and understanding throughout the process. We look forward to a successful partnership on this project. For any further clarifications, please feel free to contact us at [contact details].

Thanking you.

Yours Sincerely,

[Name of Authorized Official]

[Designation & Name of Department]

Cc: The Procurement In-charge/Officer, HRA Department, Corporate Office, BNBL, Thimphu: for information and necessary compliance.



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Bidder Seal & Signature

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**Annexure-VI: Letter to unsuccessful bidder(s)**

[Bidder's Firm Name]

[Bidder's Address]

[City, State]

Subject: Unsuccessful Bid for [Project/Tender Title]

Tender reference No.....

Sir/Madam,

We regret to inform you that your bid for [Project/Tender Name] has not been selected due to the following reasons:

1. ....

We sincerely appreciate the effort and time you dedicated to preparing and submitting your bid. Please arrange to collect your EMD from our office after the signing of the contract and receipt of the performance security deposit from the successful bidder, or after fourteen (14) calendar days of the compliant period and completion of formalities by the successful bidder, whichever comes first or is more convenient.

If you have any concerns or wish to raise a complaint regarding the bid process, you are required to submit your concerns to the procurement unit within seven (7) calendar days from the date of this letter, as outlined in the bid document. If no formal complaint is received within this period, it will be considered that you have no objections, and we will proceed with awarding the contract to the successful bidder according to the bidding terms and conditions. We thank you for your participation and look forward to your participation in future bidding opportunities.

Thanking you.

Yours Sincerely,

[Name of Authorized Official]

[Designation & Name of  
Department]

Cc:

- The Procurement In-charge/Officer, HRA Department, Corporate Office, BNBL, Thimphu: for information and necessary compliance.



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Bidder Seal & Signature

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## Annexure VII: Contract Agreement

[The successful Bidder shall fill in this form in accordance with the instructions indicated]

THIS CONTRACT AGREEMENT is made on the [insert number] day of [insert month], [insert year],

BETWEEN

1. [Insert complete name of bank], having its registered head office at [insert address] (hereinafter called “the bank”),

And

2. [Insert name of successful bidder], holding certificate No. [Insert certificate number] (Hereinafter called “the successful bidder/Supplier”).

WHEREAS the BNBL invited Bids- Tender for [Insert brief description of work] and has accepted the Proposal by the successful bidder for the supply of [Insert details of work] at the sum of [insert contract price in words and figures], expressed in the contract [currency] quoted by the successful bidder (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 BNBL and the successful bidder, and each shall be read and construed as an integral part of the Contract, viz.:
  - a) This Contract Agreement;
  - b) Tender terms & conditions;
  - c) The successful bidder’s Proposal and original Price Schedules;
  - d) The bank’s Notification of Award of Contract;
  - e) The form of Performance Security;



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Standard Bidding Document for Operating BNB Canteen

- f) Negotiation of bids (if any).
3. The 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.

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 bank

for and on behalf of the successful bidder

(\_\_\_\_\_)

[Insert title or other appropriate designation]

(\_\_\_\_\_)

[Insert title or other appropriate designation]

Witnessed by: \_\_\_\_\_

[Insert identification of official witness]

Witnessed by: \_\_\_\_\_

[Insert identification of official witness]

\*\*\*\*\*



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Bidder Seal & Signature

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## BILL OF QUANTITY (BOQ)

Sl.#	Particular (s)	Unit	Rate (Nu.)	Bidder's Remarks (if any)
	<b>Rice</b>			
1	White Rice (Raj Bhog or Equivalent)	Plate		
2	Red Rice (Good quality)	Plate		
3	Fried Rice with Ezay	Plate		
4	Egg Fried Rice with Ezay	Plate		
5	Beef / Pork / Chicken Fried Rice with Ezay	Plate		
<b>Sl.#</b>	<b>Vegetarian Items</b>			
1	Mushroom Datshi	Plate		
2	Kewa Datshi	Plate		
3	Ema Datshi	Plate		
4	Mutter Paneer	Plate		
5	Mixed Vegetable	Plate		
6	Alu Dam	Plate		
7	Chana Masala / Curry	Plate		
8	Dhal (Fried / Plain)	Plate		
9	Jaju	Plate		
10	Green Salad	Plate		
<b>Sl.#</b>	<b>Non Vegetarian Items</b>			
1	Shakam Paa (2 pcs.)	Plate		
2	Shakam Datshi	Plate		
3	Shakam Shukam Datshi	Plate		
4	Beef / Pork / Chicken Curry	Plate		
5	Sikam Paa (2 pcs.)	Plate		
6	Pork Paa (2 pcs.)	Plate		
7	Kangchung Curry	Plate		
8	Goep Paa (2 pcs.)	Plate		
9	Dry Fish Paa (2 pcs.)	Plate		
10	Beef / Pork / Chicken Chili	Plate		
11	Fish Curry	Plate		
12	Egg Curry	Plate		
13	Fried Egg & Cheese	Plate		
14	Jhasha Maru	Plate		
15	Egg - Omelette / Poach / Scrambled / Boiled	Piece		
<b>Sl.#</b>	<b>Snacks</b>			
1	Cheese Momo (5 pcs.) with Ezay	Plate		
2	Kewa Momo (5 pcs.) with Ezay	Plate		
3	Beef / Pork Momo (5 pcs.) with Ezay	Plate		
4	Aloo Chop (3 pcs) with Ezay	Plate		
5	Pyazee (4pcs) with Ezay	Plate		
6	Samosa (3pcs) with Ezay	Plate		
7	Shabaalay (Veg) (1 pc.)	Plate		



8	Shabaalay (Non Veg) (1 pc.)	Plate		
9	Channa	Plate		
10	Alu Paratha	Plate		
11	Puri (4 pcs.)	Plate		
12	Sukha Roti (4 pcs.)	Plate		
13	Chole Batora (2 pcs.)	Plate		
14	Shel Roti (4 pcs.)	Plate		
15	Bread Toast with Butter / Jam (4 pcs.)	Plate		
16	French Toast with Jam (4pcs.)	Plate		
17	Suja & Desi	Cup/Plate		
18	Suja & Shamdey (Veg.)	Cup/Plate		
19	Suja & Shamdey (Non Veg.)	Cup/Plate		
20	Bathub (Veg.)	Plate		
21	Bathub (Non Veg.)	Plate		
22	Chowmein (Veg.)	Plate		
23	Chowmen (Non Veg.)	Plate		
24	Maggi Noodles (Plain)	Plate		
25	Maggi Noodles with Egg	Plate		
26	Koka Noodles (Plain)	Plate		
27	Koka Noodles with Egg	Plate		
28	Koka Chowmein (Veg.)	Plate		
29	Koka Chowmein with Egg	Plate		
30	Wai Wai Chat	Plate		
31	Egg Roll 1 pcc with Ezay/Sauce	Plate		
32	Samyang Noodles (Plain)	Pck/plate		
33	Samyang Noodles with Egg	Pck/plate		
<b>Sl.#</b>	<b>Hot / Cold Drinks</b>			
1	Tea (Black) - Single Cup	Cup		
2	Tea (Milk) - Single Cup	Cup		
3	Coffee (Black) - Single Cup	Cup		
4	Coffee (Milk) - Single Cup	Cup		
5	Suja - Single Cup	Cup		
6	Lemon Tea - Single Cup	Cup		
7	Green Tea - Single Cup	Cup		
8	Lassi	Cup		
9	Yogurt (small)	Cup		
10	Yogurt (big)	Cup		
<b>Sl.#</b>	<b>Buffet - Lunch (Vegetarian)</b>			
1	Rice - White (Standard)	Set		
2	Vegetarian Items			
3	Mixed Vegetable			
4	Dhal / Jaju			
5	Ezay			
<b>Sl.#</b>	<b>Buffet - Lunch (Non Vegetarian)</b>			



1	Rice - White (Standard)	Set		
2	Vegetarian Items			
3	Non Vegetarian Items			
4	Mixed Vegetable			
5	Dhal / Jaju			
6	Ezay			
<b>Sl.#</b>	<b>Lumpsum Menu - 1</b>			
1	Rice - White (Standard)	Set		
2	Rice - Red			
3	3 Items - Vegetarian			
4	3 Items - Non Vegetarian			
5	Noodle / Naan / Puta			
6	Dhal / Jaju			
7	Ezay			
8	Salad			
9	Curd			
10	Desert- Fruit Cocktail / Rasgola / Apple Pie etc.			
<b>Sl.#</b>	<b>Lumpsum Menu - 2</b>			
1	Rice - White (Standard)	Set		
2	Rice - Red			
3	2 Items - Vegetarian			
4	2 items - Non Vegetarian			
5	Noodle / Naan / Puta			
6	Dhal / Jaju			
7	Eazey			
8	Curd			
9	Salad			
10	Desert - Fruit Cocktail / Rasgola / Apple Pie etc.			
<b>Sl.#</b>	<b>Lumpsum Menu - 3</b>			
1	Rice - White (Standard)	Set		
2	1 Item - Vegetarian			
3	1 Item - Non Vegetarian			
4	Dhal / Jaju			
5	Ezay			
<b>Sl.#</b>	<b>Lumpsum Menu - 4</b>			
1	Rice - White (Standard)	Set		
2	1 Item - Vegetarian			
3	1 Item - Non Vegetarian			
4	Ezay			
5	Suja / Milk Tea			
<b>Total:</b>		-		

Remarks: Except for fried rice, extra servings of all types of rice must be provided free of charge.



<b>Note:</b>	All bidders are advised to compulsorily quote for all items of the lot as the evaluation will be done on lot basis and only the total amount of the lot will be considered for the evaluation and any bidder failing to quote for any item of the lot will lead to rejection of the bid. Further, if bidder quotes two rates for one item, it shall not be evaluated (one rate for one item).
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