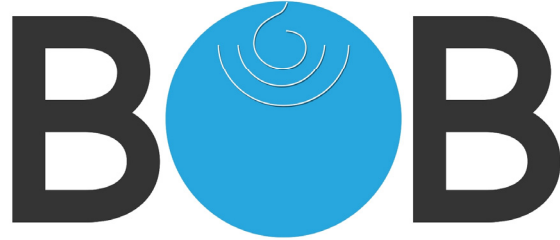


# REQUEST FOR PROPOSAL

RFP number	<b><i>TCO(CAFE)/RED-BoBL/2019/019</i></b>
Project Name	<b><i>Operation of BOB Café at TCO</i></b>
Procuring Agency	<b><i>Bank of Bhutan Limited</i></b>
Last Time and Date of Submission	<b><i>4:00 PM and 26/07/2019</i></b>

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**BANK OF BHUTAN**

A **chi** Company

Banker to the Nation since 1968

## NOTICE INVITING TENDER

TCO(CAFE)/RED-BoBL/2019/019

26/06/2019

Bank of Bhutan invites sealed bids from eligible bidders with valid trade license to run a restaurant/café for execution of following work.

Name of the work	Bid No	EMD (Nu.)	Tender Cost (Nu.)
Operation of BOB Café	TCO(CAFE)/RED-BoBL/2019/019	50,000	500

Bidding will be conducted through the National Competitive Bidding procedure. Interested eligible bidders may obtain further information and inspect the bidding Documents at the address given below:

***Head, Real Estate and Administration Division, BoBL HO, Babesa, Thimphu, Tel 02-334333***

A complete set of bidding documents in English may be purchased on submission of a copy of valid trade license to the address given above. Documents will be available for sale or downloaded from [www.bob.bt](http://www.bob.bt) till 25/07/2019 up-to 1:00PM. Please note that the payment for the document should be made prior to submission of the bid. Bid submitted without prior payment for the cost of tender will not be accepted and disqualified. For more details please visit <http://www.bob.bt>

Bids must be delivered to the address given above on or before 4:00PM on 26/07/2019 and will be opened on 26/07/2019 at 5:00 PM, at the conference hall, BoBL Head Office, Babesa, Thimphu

**For Bank of Bhutan Limited**

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## **Terms and Conditions – Procurement of service for BoB cafeteria**

### **1. Introduction.**

The Corporate Head Office building of the Bank of Bhutan Ltd. is scheduled to be completed soon and start the operation of the office in October, 2019. The head office building is a double basement + G + 5F iconic structure with a total floor area of 9,657.21 Sq.m and constructed with the latest and contemporary technology, double glazed glass, energy efficient with HVAC facilities etc. The building will house the main branch office as well as the corporate head office with approximate staff strength of about 450 people.

Located on the second floor of the building, a space measuring 1,550 Sqft. has been designed and set up for use as the Bank cafeteria. The Bank of Bhutan (Lessor) would like to invite proposal from interested restaurant owners (Lessee) for lease of space for establishment of office cafeteria for the corporate head office Thimphu.

### **2. Scope.**

- The scope mainly includes leasing of space by the Lessor to the Lessee for running employee cafeteria for the BOB corporate office. The number of people working in the building will be around 450 staff including staff of the DHI
- Only ONE Café operator will be selected to operate the Cafe.
- The Café should have both vegetarian and non vegetarian meal at all times.
- The Lessee shall quote the rent (Nu. Per Month) that can be paid by the Lessee based on the terms and conditions mentioned herein. The monthly rate offer of the Lessee should be filled in the attached Bid Form and submitted in a sealed cover to the Head, Real Estate and ADMIN on or before 26/07/2019 and 4:00 PM and will form the basis of award of the contract.
- The Lessor reserves the right to reject any or all tenders and cancel the tender process at any time with or without stating any reason.
- The sealed covers will be opened on 26/07/2019 and 5:00 PM by the Bank committee in the presence of applicants who wish to attend at the conference hall, BoB head office, Babesa.
- Bids should be valid for 90 days beyond the opening date of the bids.
- Earnest Money Deposit (EMD) in the form of Bank Guarantee, Bankers Check or demand draft for Nu. 50,000/- (Ngultrums Fifty Thousand) only drawn in favour of Bank of Bhutan should be submitted with the application form for lease of cafeteria. EMD of unsuccessful tenders will be refunded within seven days of the award of the contract. Applications without an EMD will not be considered.
- The EMD will be forfeited:

- a) If the bidder (s) withdraw it bids during the period of bid validity; or
- b) If the bidder does not accept the arithmetical corrections of its bid price; or
- c) In case of the successful bidder, if the bidder fails –
  - I. To sign the contract agreement within the prescribed time; or
  - II. To furnish the performance security within the prescribed time.
- The bidder shall commence the operation of the Café within two weeks from the date of issuance of work order.
- The café is subject to inspection and report of the BAFRA and other relevant agencies.
- Sufficient number of staff for the Café should be employed for operating the café. The bidders are required to submit the number of staff to be employed in the technical proposal. A minimum of SIX staff is required to be employed by the Café operator.
- For queries, you may contact the Head, ADMIN at pasang.dorji@bob.bt.

### **3. Eligible Bidder**

- Bidder shall be a Bhutanese firm having a valid trade license to run a restaurant/café.
- Bidder shall be certified by BAFRA.
- The Bidder should not have been blacklisted by other offices over the last three years. The bidder should declare any such blacklist by any of its client and if at any time the Bank finds out that a bidder had been blacklisted over the last three years, even after award of the contract, the Bank reserves the right to terminate the contract, along with the forfeiture of the EMD/Performance Security.

### **4. Documents required for submission**

- Properly filled-in Bid Form
- Valid trade license for restaurant/café
- BAFRA certificate
- EMD @ Nu. 50,000 as per format of the bid document
- Technical Proposal

### **5. Evaluation of Bid**

- The bid will be evaluated on quality and cost based selection method.
- The technical score will be determined by the data provided in the Annexure 1 – Technical Proposal.
- The financial score will be determined by the lease rate being offered by the bidder and as submitted in the Bid Form.
- The weight of the technical bid is 30 and financial bid is 70.

- The operation of the Café will be awarded to the lowest evaluated bid which will be based on the combined score of technical and financial bid.

## **6. Quality**

- The quality of the food should be equivalent to a three star restaurant.
- It should be clean and hygienic. The quality of the food served should be such that any BoB staff could entertain his or her guest in the BoB Café.
- The Lessee shall ensure that all the crockery and cutlery are clean and hygienic at all times.
- The Café operator shall implement a program of substantially improved cleanliness in the Café including kitchen area, such as frequent cleaning of tables, floors, seatings and mopping of floors.
- The Café operator shall be responsible for disposing all the waste generated from the Café. Proper bins with lids should be kept for both dry and wet waste.
- The Cafe Management Committee shall be formed by the Bank and shall monitor the quality of the food and premises on regular basis.

## **7. Rate**

- Based on market study, the rates have been fixed by the BoB and attached. The rates shall be as per the item listed in Annexure A – List of Items.
- The rates fixed will be applicable for BoB staffs. The same rate will also be applicable for BoB staff guests, in which case the guests should be accompanied by a BoB staff.
- BoB reserves the right to reject any or all tender applications and cancel the tender at any time without assigning any reason.
- A MENU chart should be displayed at the Café. The rates/quantum fixed for the items shall remain the same during the lease period.
- The rates/quantum for the item may be changed subject to a very strong justification of change and upon approval of the BOB committee.
- For sale of any other items other than those in the approved list, the Lessee may do so with prior approval of the Committee.
- The Lessee shall be permitted to sell only those articles which are maintained in the list. The approved list shall be revised from time to time marking necessary additions and alterations. No un-approved articles shall be kept for sale. For snack articles, the Lessee shall have to seek written approval of the BoB canteen committee with regard to the quality and rate.
- All articles sold in the canteen by the Lessee shall be in accordance with the approved rates.

- For any other items that are not mentioned in the attached item rate, the item may be sold at rates approved by the Bank committee.

#### **8. Catering for BoB meetings**

- The Café Operator shall provide catering to BoB meetings and seminars that are held within the office of BoB. However, BoB reserves the option to get it from other restaurants.
- Extra 10% shall be charged to the rate for catering.

#### **9. Furnishing of furniture**

- The Lessor will provide the space for the Café with furniture, kitchen equipment and crockery.
- During the lease period, the Café operator shall be fully responsible for the maintenance of the furniture. Any damages or repairs for the furniture will be charged to the Lessee.

#### **10. Rent**

- The Lessee is required to quote the monthly rent that will be paid to the Lessor. The lease rate offered by the Lessee shall be the basis of award of lease of café.
- The monthly rent should be paid by the Lessee on or before 10th of every successive month to the accounts section, BoB head office.
- Interest at the prevailing BoB rate shall be levied to the Lessee for any delay in the payment of the rent. The interest shall be computed to the nearest day.

#### **11. Food Items**

- The Café shall offer lunch with at least three items, one of which shall be a vegetable component, morning and afternoon snacks.
- The Café should cater to the need of catering services during various BoB meetings and occasions. The rates of the catered foods should be same with that of staff rate with 10% catering charge.

#### **12. Non saleable items**

- Alcohol and tobacco products are NOT allowed to be sold by the Lessee in the Café.
- The Café shall not be used for public gathering events. However, if the BoB cafe committee approves the use of cafe for BoB events, it will be permitted only on the written approval of the BoB cafe committee.

- Only soft drinks/juices and mineral water produced in Bhutan will be allowed. Should there be need for others, it may be allowed with approval of the BOB Café committee.

### **13. Water and electricity bills**

- Electricity and water supply charges will be paid by the Lessor. However, it will be the responsibility of the Lessee to arrange for alternate supply of water and electricity during non supply from the source.
- The Lessee shall implement measures to avoid extravagant use of electricity and water.
- The Lessee will use commercial LPG cylinders for cooking and the use of electricity for cooking purpose will be limited to emergency time when there is problem of LPG supply.
- The Lessee will be responsible for the maintenance of all the equipment and appliances in the Café.

### **14. Repairs**

- Any repairs during the Contract period are to be attended by the Lessee and BoB will not be responsible for such repairs.

### **15. Uniform of canteen workers**

- The employees of the Café should wear a uniform dress. The uniform should be provided to the workers by the Lessee.

### **16. Dedicated tea serving to the BoB employee**

- The Lessee shall provide a dedicated waiter to serve tea to the BoB employee in their offices.
- The timing for serving tea to the offices shall be 10:30 – 11:30 AM in the morning and 3:30 – 4:30 PM in the afternoon. However, it is not mandatory for the all the Bank employees to avail the service.
- The tea server of the Lessee shall make two rounds a day to all sections/staff/officers with tea during tea time.
- The Lessee shall also provide office service facilities and articles should be served within reasonable time to the officers/staff at their work place/room as and when called for.

### **17. Duration of contract**

- The Café shall be leased out initially for two year. If the performance of the Lessee is satisfactory, the lease may be extended by one year after review and approval of the café committee.
- The decision of the BoB Café committee shall be final and binding on the Lessee.



- During the subsistence of the contract period, the lease may be terminated if the performance of the Lessee is not satisfactory to the BoB Café committee. The termination shall be done by giving one month notice. The Lessee may terminate the contract during the subsistence of the contract through a notice period of two months.

### 18. Security Deposit

- The lessee shall deposit an amount of Nu. 100,000/- (Ngultrums One Hundred Thousand) only towards security deposit which will be retained by the Lessor during the lease period.
- The security deposit will be refunded to the Lessee after necessary deductions for any damages caused to the furniture, infrastructures, repairs, compensation charges etc.

### 19. Maintenance

- The Lessee shall keep the café premises clean and hygienic and shall make his own engagement for clearance of café waste material/garbage on day to day basis.
- At all times, the tables, flooring and display areas should be clean and dry. Waste baskets should not be found overflowing and wastes shall be removed/collected before leaving the café in the evening.
- No alterations, additions, modification of layout and other changes shall be made by the operator during the subsistence of the contract. In case any changes or alterations are made without prior approval of the Bank, the Café operator shall be held liable for any expenses incurred to restore the space to its original state.
- If alterations are made to the space with permission of the Bank and the Café operator wishes to leave the materials, it will be the Bank's right to compensate at salvage value if it enhances the space or, ask the operator to dismantle the materials without any damage to the space.

### 20. Utensils

- The Café is furnished with kitchen equipment as per the details tabulated below:

Sl. No.	Item Code	Equipment Name	Qty.	Unit
1	KGR-01	Single burner gas range Size: 700Wx930Dx850+150H mm	1	Nos
2	KGR-02	Single burner gas range Size: 700Wx930Dx850+150H mm	1	Nos
3	KEH-03	Exhaust Hood Size: 3000Wx1000Dx400/500H mm	2	Nos
4	KRK-01	Four door vertical fridge Size: 1320Wx800Dx2050H mm	2	Nos
5	KWT-01	Work table with sliding doors cabinet and one pull out drawer Size:1850Wx750Dx850H mm	1	Nos
6	KOS-02	2-Tier Over Shelf Size: 1850Wx350Dx400+400H mm	1	Nos
7	KEF-01	Electric Fryer Size: 400Wx930Dx850+150H mm	1	Nos

8	KST-02	Stand Table Size: 1000Wx700Dx850+150H mm	1	Nos
9	KSS-01	4-Tier Stainless Steel Slatted Shelf Size: 2000Wx500Dx1500H mm	1	Nos
10	KSS-02	4-Tier Stainless Steel Slatted Shelf Size: 1200Wx500Dx1500H mm	1	Nos
11	KSS-03	4-Tier Stainless Steel Slatted Shelf Size: 900Wx500Dx1500H mm	1	Nos
12	KWT-02	Worktable with Shelf Size: 1000Wx750Dx850+150H mm	1	Nos
13	KCB-01	Plastic Cutting Board WITH STANDTABLE Size: 700Wx400Dx20H mm	1	Nos
14	KTS-01	Work table with double sink unit Size: 1200Wx750Dx850+150H mm	1	Nos
15	KKS-01	Knife Sterilizer Size: 540Wx135Dx645H mm	1	Nos
16	KWS-01	Wall Shelf Size: 1150Wx400D	1	Nos
17	KGB-01	Mobile Plastic Garbage Bin Size: 480 diax770H	1	Nos
18	KGR-01	Five levels glass rack station @100glasses	1	Nos
19	KW2-02	Worktable with sliding doors cabinet Size: 1650Wx750Dx850+150H mm	1	Nos
20	KW2-03	Worktable with sliding doors cabinet and one pullout drawer Size: 1000Wx750Dx850+150H mm	1	Nos
21	KMR-01	29cu.ft. Glass Door Merchandise Refrigerator	1	Nos
22	KTT-01	Clean Tray Trolley @100plate per cart Size: 425Wx500Dx900H mm	1	Nos
23	KBM-01	Hot & Plain Bain Marie with Single Deck Classic Cafeteria Sneeze Guard Size: 2300Wx750Dx850H mm	1	Nos
24	KBM-02	Hot & Plain Bain Marie with Single Deck Classic Cafeteria Sneeze Guard Size: 2300Wx750Dx850H mm	1	Nos
25	KWT-03	Work table with swing door cabinet Size: 775Wx750Dx850H mm	1	Nos
26	KRK-01	4 Door Refrigerator Approximated Size: 1320Wx800Dx2050H mm	2	Nos
27	KIK-01	Compact Unit Insect Killer Size: 518Wx69Dx162H mm	1	Nos
28	KOV-01	Heavy Duty Commercial Microwave with push controls Approximated Size: 440Wx515Dx345H mm	2	Nos
29	KDW-01	Dish Washer	1	Nos

- It is the responsibility of the Lessee to take proper care of the kitchen equipments and hand over to the Lessor in proper condition with no damage to the equipments. If there are damages to any of the equipment, the Lessor shall deduct the cost of repair or cost of replacement of the equipment from the security deposit of the Lessee. To this effect, the Lessee may choose to insure the equipment at the cost to the Lessee.
- It is the responsibility of the vendor for the connection of the gas and other detail for the kitchen.
- The Café operator should have adequate numbers as well as use standard tableware and crockery. The uses of porcelain or related products are recommended.
- The Lessee shall keep all edible items in fly-proof and dust proof containers

- The Lessee must ensure that his workers who are engaged by him in the café do not carry any infectious, communicable or contagious disease.

### **21. Outsourcing**

- The Lessee shall not transfer the lease to any other individual or agency. The manager of the Café should be present at the premises and supervise the day-to-day affairs of the Café and should not give room for any complaints either from the BoB staff or its customers.

### **22. Compliance**

- The Lessee shall comply with and bear all statutory and legal expenses under all Labor Laws, the shop and commercial establishment Act and any other law in force and applicable to his establishment. The Lessee shall be wholly and solely responsible for any dispute on account of non compliance with any such laws.

### **23. Committee**

- There will be a BoB Cafe Management Committee, which will comprise of a minimum of three BoB officials.
- The BoB Cafe committee will be responsible for inspection of café in all respects including installation, stores, Kitchen, preparation and supply of food items, hygienic conditions etc., at regular intervals.
- BoB Cafe committee mentioned above may also authorize any other person to inspect the café.
- The Cafe Committee shall have every right to inspect the Café without any notice and can seal the Café in case of violation of any terms and conditions.
- The decision of the BoB Cafe Committee with regard to any matter pertaining to the Café of BoB will be final and binding.

### **24. Timing**

- The Lessee shall operate the café during working days between 08:30 AM to 06:30 PM on weekdays and 09:00AM to 01:00 PM on Saturdays. The Café shall remain closed on Sunday and government holidays except when required by BoB.
- The Café shall not be kept closed on working days.

## **25. Termination**

- BoB on the recommendation of the BoB Café Committee shall have the right to terminate the lease after giving two weeks prior written notice to the café to terminate the contract for any of the following reasons:
  - If a breach of any of the Terms and Conditions of engagement occurs;
  - If an action or incident occurs, which in the opinion of BoB is prejudicial to the interest of BoB.
  - If the quality of the food and services including the cleanliness of the space and furniture is not maintained.
- In the event of termination of the lease due to breach of contract term by the Lessee, the security deposit shall be forfeited and the Lessee shall be barred from future businesses with BoB.
- The Café operator shall handover all equipments, furniture, fixtures, fittings etc., to the BoB Café Committee when the lease is terminated.

## **26. Miscellaneous**

- The Lessee or any member of his establishment shall not use the Café for residential purposes.
- The Lessee shall not employ minors in the Café.
- The Lessee will use quality crockery for serving food.
- The Terms and Conditions may not be modified except by an agreement in writing signed between BoB and the Café and properly notarized.
- Should BoB be dissatisfied with the services provided, a complaint should be made immediately in writing to the Lessee so that suitable action may be taken.
- The Café services will be subjected to regular evaluation by the BoB Café Committee for the purpose of service and quality improvement.

## **27. Clarification**

- For enquiry related to this invitation of bid, please contact Pasang Dorji, Head, ADMIN and Real Estate Division through email at [pasang.dorji@bob.bt](mailto:pasang.dorji@bob.bt)

**Annexure A – Rates**

**LUNCH**

No	Items	Unit	Rate
<b>A) Rice</b>			
1	White Rice	Per plate	35
2	Red Rice	Per plate	40
3	Egg fried rice	Per plate	75
4	Veg fried rice	Per plate	55
5	chicken fried rice	Per plate	85
6	pork fried rice	Per plate	80
7	Beef fried rice	Per plate	80
<b>B) Curry</b>			
1	Mixed vegetable curry	Per plate	40
2	Ema Datshi	Per plate	50
3	Mushroom daatshi	Per plate	55
4	Egg curry	Per plate	50
5	Fish Fried	Per plate	60
6	Fish curry	Per plate	60
7	Dry fish paa	Per plate	60
8	Chicken curry	Per plate	65
9	Chicken fried	Per plate	65
10	Chicken chilly	Per plate	65
11	Mutton curry	Per plate	85
12	Pork curry	Per plate	60
13	Pork chilly	Per plate	60
14	Pork Paa	Per plate	60
15	Sekam paa	Per plate	75
16	Pork ribs paa	Per plate	70
17	Pork kangchung	Per plate	60

<b>TEA AND SNACKS</b>			
No	Items	Unit	Rate
<b>A) Tea &amp; Coffee</b>			
1	Tea single cup	Per cup	10
2	Tea Double cup	Per cup	20
3	Suja Single cup	Per cup	10
4	Suja Double cup	Per cup	20
5	Black Tea	Per cup	10
6	Milk Coffee Single cup	Per cup	15
7	Milk Coffee double cup	Per cup	25
8	Black Coffee	Per cup	10
9	Green tea	Per cup	15
10	Lemon Tea	Per cup	15
<b>B) Snacks</b>			
1	Puri with Guguni sabji	Per plate	50
2	Chowmein (veg)	Per plate	40
3	Chowmein (non veg)	Per plate	50
4	Chana	Per plate	15
5	Butter toast	Per piece	25
6	Meat shabaalay	Per piece	15
7	Cheese shabaalay	Per piece	10
8	Sukha roti	Per plate	30
9	Momo (non veg)	Per plate	45
10	Momo (cheese)	Per plate	40
11	T momo (3 pcs)	Per plate	30
12	Beef Thukpa	Per plate	45

18	Beef curry	Per plate	60
19	Beef maru	Per plate	60
20	Beef Paa	Per plate	60
21	Beef Datsi	Per plate	55
22	Shakam Paa	Per plate	70
23	Gyap paa	Per plate	60
24	Chenpaa	Per plate	50
25	Plain Dal	Per cup	5
26	Fried dal	Per cup	10
27	Naan	Per piece	20
28	Puri 3pcs	Per plate	35
29	Jaju	per cup	10
30	Cheese and egg fried	Per plate	70
31	Beef Ribs	Per plate	55
32	Alu dam	Per plate	15
33	Kewa Datsi	Per plate	40
34	Green Salad	per set	35

13	Pork Thukpa	Per plate	45
14	Veg Thukpa	Per plate	35
15	Baathu non veg	Per plate	45
16	Baathu veg	Per plate	35
17	Sandwich (veg)	Per piece	40
18	Sandwich (non veg)	Per piece	50
19	Maggi	Per plate	30
20	Maggi with egg	Per plate	45
21	Koka	Per plate	40
22	Koka with egg	Per plate	50
23	WaiWai	Per plate	35
24	WaiWai with egg	Per plate	45
25	Biscuits	Per packet	MRP
26	Omlete	Per egg	15
27	Boiled eggs	Per egg	12

### C) Cold Drinks

Cold drinks and juices as per MRP

**Note: All cold drinks including mineral water should be product manufactured in Bhutan.**

**Bid Form – FINANCIAL PROPOSAL**

*Note on Form of Bid*  
**The Bidder shall fill in, sign with legal stamp and submit this Bid form with the Bid. Bidders who has not filled in the required details and/or not signed the bid form will be considered as UNRESPONSIVE BID**

*Date: .....*

Title of Contract and Identification No. : *Lease of space for BOB Cafeteria*

*Identification No. TCO(CAFE)/RED-BoBL/2019/019*

To: *Head, Administration Division, Bank of Bhutan Limited*

Having examined the all the Bidding Documents, including addenda [*insert list*], we offer our bid for the *Lease of space for BOB Cafeteria at Norzin Lam Identification No. TCO(CAFE)/RED-BoBL/2019/019 in accordance with the Conditions of Contract* accompanying this Bid as per the quoted lease rate and amount as below.

Particulars	Duration (Months)	Lease Rate Per Month (Nu.)	Total Amount (Nu.)
Lease of space for set up and running of BOB Cafeteria as per the mentioned terms and conditions.	24		
Total Lease Amount for 24 months (Nu.)			

*[Ngultrums .....*

*..... insert amount in words]*

This Bid and your written acceptance of it shall constitute a binding Contract between us. We understand that you are not bound to accept the lowest or any Bid you receive.

We hereby confirm that this Bid complies with the Bid validity and Bid Security required by the Bidding Documents and specified in the Bidding Data Sheet.

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

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In case if I withdraw my bid after opening for whatsoever reasons, *I agree to the forfeiture of the EMD/Bid Security and also I shall be bound to pay the cost difference (positive) between my bid with that of the next lowest evaluated bidder and failure on my part to do so within a month, will authorize the client to debar my firm for a period of 2 years.*

Our duly executed Integrity Pact Statement is attached herewith as Appendix A.

Authorized Signature: \_\_\_\_\_

(Affix Legal Stamp)

Name and Title of Signatory: \_\_\_\_\_

Name of Bidder: \_\_\_\_\_

Address: \_\_\_\_\_



**Annex 1: TECHNICAL PROPOSAL**

Please provide your background and other relevant details in the following format and use additional/separate sheets if necessary.

<p>i. Name of the Bidder: _____</p> <p>ii. Name of the Proprietor: _____</p> <p>iii. License No. _____ Year of Establishment: _____</p> <p>iv. Address:</p> <p>v. Contact number of the Authorized Person _____ Email: _____</p>
<p>vi. Write about your past experiences in managing Cafes (5):</p>
<p>vii. How will your firm ensure the quality and cleanliness of the food (5)</p>
<p>viii. Write about how the cleanliness of the kitchen will be maintained (4)</p>

ix. State your financial capability and relate this capability to your business continuity (5)

x. Organization Chart - Write on the composition of staff you intend to employ for the Cafe. List the function of each staff along with their experiences as Café/Restaurant worker and age (5)

xi. Supply Chain - Mention your existing and potential contacts or network of suppliers for grocery, vegetables and other supplies for the operations of the Café (3)

xii. What welfare measures do you have for your staff? (2)

xiii. Any other information in support of your bid (1)

***Note: Extra sheets may be attested for the answers to the questions if necessary.***

## INTEGRITY PACT STATEMENT

### BOB Cafeteria

#### 1 General

Whereas, [ **Pasang Dorji** ] representing the [ **Bank of Bhutan Limited** ], hereinafter referred to as the Employer on one part and [ ] representing [ ] on the other part hereby execute this agreement as follows.

This agreement should be a part of the tender document, which shall be signed and submitted along with the tender document. The head of the employing agency/or his authorized representative should be the signing authority. For the bidders, the bidder himself or his authorized representative must sign the Integrity Pact (IP). If the winning bidder had not signed during the submission of the bid, the tender shall be cancelled.

#### 2 Objectives

Now, therefore, the Employer and the Bidder agree to enter into this pre-contract agreement, hereinafter referred to as Integrity Pact, to avoid all forms of corruption by following a system that is fair, transparent and free from any influence/unprejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into 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, goods and services;

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 and the Employer will commit to prevent corruption, in any form by their officials by following transparent procedures.

#### 3. Commitments of the Employer:

The Employer Commits itself to the following:-

3.1 The Employer hereby undertakes that no official 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, bid evaluation, contracting or implementation process related to the Contract.

3.2 The Employer further confirms that its officials has not favored any prospective bidder in any form that could afford an undue advantage to that particular bidder during the tendering stage, and will further treat all Bidders alike.

3.3 All the officials of the Employer shall report to the head of the employing agency or an appropriate Government office any attempted or completed violation of clauses 3.1 and 3.2.

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## Section 3a – Integrity Pact Statement

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3.4 Following report on violation of clauses 3.1 and 3.2 by official (s), through any source, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the Employer and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the Employer the proceedings under the contract would not be stalled.

### 4 Commitments of Bidders

The Bidder commits himself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of his bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commits himself to the following :-

4.1 The Bidder will 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, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the Contract.

4.2 The Bidder further undertakes that he has not given, offered or promised to give, directly or indirectly 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 or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the Contract or any other contract with the Government for showing or forbearing to show favor or disfavor to any person in relation to the Contract or any other contract with the Government.

4.3 The Bidder will not collude with other parties interested in the contract to preclude the competitive bid price, impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

4.4 The Bidder, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the Employer or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

### 5 Sanctions for Violation

Any breach of the aforesaid provisions or providing false information by employers, including manipulation of information by evaluators, shall face administrative charges and penal actions as per the existing relevant rules and laws. The breach of the Pact or providing false information by the Bidder or any one employed by him or acting on his behalf (whether with or without the knowledge of the Bidder) or the commission of any offence by the Bidder or any one, employed by him or acting on his behalf, shall be dealt with as per the provisions of the Bhutan Penal Code 2004, and the Anti-Corruption Act, 2006.

The Employer/relevant agency shall also take all or any one of the following actions, wherever required:-

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5.1 To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the Bidder. However, the proceedings with the other Bidder(s) would continue.

5.2 To immediately cancel the contract, if already awarded/signed, without giving any compensation to the Bidder.

5.3 To recover all sums already paid by the Employer.

5.4 To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the Bidder, in order to recover the payments, already made by the Employer, along with interest.

5.5 To cancel all or any other Contracts with the Bidder.

5.6 To debar the Bidder from entering into any bid from the government of Bhutan as per the Debarment Rule.

**6. Conflict of Interest**

6.1 A conflict of interest involves a conflict between the public duty and private interests (for favor or vengeance) of a public official, in which the public official has private interest which could improperly influence the performance of their official duties and responsibilities. Conflict of Interest would arise in a situation when any concerned members of both the parties are related either directly or indirectly, or has any association or had any confrontation. Thus, conflict of interest of any tender committee member must be declared in the prescribed form (attached).

6.2 The Bidder shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any committee member, and if he does so, the Employer shall be entitled forthwith to rescind the Contract and all other contracts with the Bidder.

**7. Examination of Books of Accounts**

7.1 In case of any allegation of violation of any provisions of this Integrity Pact or payment of commission, the Employer/authorized persons or relevant agencies shall be entitled to examine the Books of Accounts of the Bidder and the Bidder shall provide necessary information of the relevant financial documents and shall extend all possible help for the purpose of such examination.

**8. Monitoring and Arbitration**

8.1 The respective procuring agency shall be responsible for monitoring and arbitration of IP as per the Procurement Rule.

**9 Legal Actions**

9.1 The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

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**10 Validity**

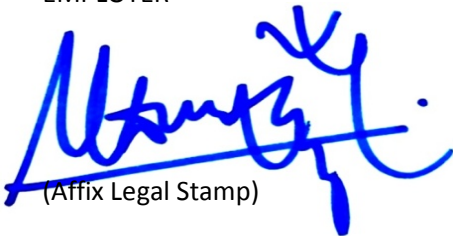
10.1 The validity of this Integrity Pact shall cover the tender process and extend until the completion of the contract to the satisfaction of both the Employer and the Bidder.

10.2 Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

**We hereby declare that we have read and understood the clauses of this agreement and the information provided in this agreement are true and correct to the best of our knowledge and belief. In case any information is found incorrect, we assume full responsibility thereof and shall be liable for penalties as per clause 5 of this agreement.**

The parties hereby sign this Integrity Pact on \_\_\_\_/\_\_\_\_/2019.

EMPLOYER

  
(Affix Legal Stamp)

Witness:

\_\_\_\_\_

BIDDER

(Affix Legal Stamp)

Witness:

\_\_\_\_\_

