



Royal University of Bhutan



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Royal University of Bhutan

Punakha: Bhutan

Lobesa

Dear Sir/Madam,

The College of Natural Resources, Lobesa, Punakha, Royal University of Bhutan, is pleased to invite sealed quotations from eligible bidders to operate the College Dry Canteen for the year commencing **15th February, 2021** for a term of one-year renewable up to a maximum of one year based on the performance of the Operator.

The bidder(s) shall submit the original and a copy of the bid of the priced quotation. All pages should be duly sealed and signed.

1. Your quotation in the required format should be addressed and submitted to

**The President
College of Natural Resources
Lobesa, Punakha
Royal University of Bhutan
Telephone: 376249**

2. The quotation should be submitted as per the following instructions and in accordance with the attached Contract document. The attached Terms and Conditions of Services is an integral part of the Contract.
 - a) **PRICE:** The bidders are required to quote for all the items in the reflected in the BoQ in Ngultrum.
 - b) **EVALUATION OF QUOTATION:** offers determined to be substantially responsive will be evaluated by comparing the quoted rates. In evaluating the quotations, the purchaser will determine for each quotation the evaluated price by adjusting the price quotation by making any correction for any arithmetical errors as follows;
 - (i) Where there is a discrepancy between amounts in figures and in words, the amount in words will govern;
 - (ii) where there is discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate quoted shall govern unless in the opinion of the Employer there is an obviously gross misplacement of the decimal point in the unit rate, in which case the line item total as quoted shall govern, and the unit rate shall be corrected.

(iii) if the bidder refuses to accept the correction, this quotation will be rejected and the bid security shall be forfeited.

(iv) The College of Natural Resources, based on the current market price has determined a minimum rate for all the items. All the prospective bidders are required to quote as per the prevailing Market rate. If any bidder quotes below 10% of the overall predetermined rates, bidder shall be considered as non-responsive.

(v) The quoted price shall include any other costs including taxes such as Bhutan Sales Tax and Service Charges if applicable.

c) AWARD OF PURCHASE ORDER:

- i. Since the contract of award shall be awarded based on the Grand total and not item wise, the bidders are asked to quote for all the items listed in the BoQ. Failure to quote for single item will lead to rejection of bid.
- ii. The award will be made to the bidder who is offering the lowest evaluated and acceptable price that meets the specifications and all the requirements of the purchaser. The successful bidder will sign a contract as per attached form of contract terms and conditions of services. The award shall be based on the Grand Total.

d) VALIDITY OF THE OFFERS:

- i. Your quotation(s) shall be valid for a period of **one year** from the deadline for receipt of award letter subject to renewal base on service performance.
3. The quotation(s) will be opened in the presence of bidders or their representatives who choose to attend at the specified venue and time.
 4. The Purchaser is not bound to accept the lowest bid and reserves the right to accept or reject any or all the bids without assigning any reason whatsoever.

5. The bidder whose bid is accepted will be notified of the award of contract by the Purchaser prior to expiration of the quotation validity period. The terms of the accepted offer shall be incorporated in the supply order (sample form attached).
6. The Purchaser may, by written notice, terminate the contract agreement in whole at any time for its convenience:
 - a. If the Supplier fails to perform any other Terms and conditions specified with the contract agreement.
 - b. if the Supplier fails to perform any other obligation(s) under the contract agreement, or
 - c. if the Supplier does not take any remedial action within a period of (7) seven calendar days after receipt of a notice of default from the Purchaser specifying the nature of the default(s), or
 - d. if the Supplier, in the judgment of the Purchaser, has engaged in any corrupt or fraudulent practices in competing for or in executing the tasks under this contract agreement; and
7. Upon receipt of the notification of award from the Purchaser, the successful bidder's EMD will be retained as the performance security for the term of one year.
8. The selected bidder will be intimated in writing.
9. The quotation should be submitted latest by 10th February 2021 on or before 10:00 AM and will be opened on the same day at 10:30 AM in conference hall.
10. Eligible bidders may submit their quotations if the Terms and Conditions set forth are acceptable.
11. Any bids received by the purchaser after the deadline for submission of Bids prescribed by the purchaser will be declared 'late' and rejected and returned unopened to the bidder.
12. Further information can be obtained from: Assistant Administrative Officer, # 376269 during office hours.
13. In the event of poor quality of services, the clients shall issue a letter to the bidder to improve their services. However, if there is no improvement in services during the mentioned duration in the letter, the client shall terminate the contract and will award the same contract to the next lowest evaluated bidder.

Documents required to be submitted as part of the Quotation

The original *copy* of quotation submitted by the supplier shall comprise the following:

- (a) A duly completed and signed priced quotation as per the Schedule of Items and the Priced Quotation.
- (b) A valid Trade License
- (c) The required bid security amount
- (d) Any other requirements specified in this document
- (e) Copies of valid CID of the operator
- (f) The filled proposal (format attached)

Note: The College will provide the license who does not possess.

General Conditions of the Contract

1. Facilities:

1.1 The College will provide the canteen space.

1.2 The successful bidder has to buy the things of canteen available in the College.

1.3 The successful bidder has to purchase the other things required.

Note: *The prospective bidders are advised to inspect the canteen physically.*

2. General Terms and Conditions

2.1 The contract period for operating the canteen is for a term of one year and subjected to extension if services are found satisfactory. If the contract is extended the operator have to again submit the bid amount of Nu.10, 000/- to the college.

2.2 The Operator shall be responsible for payment for the electricity bill which will be determined by the College.

2.3 The Operator should arrange their own logistics.

2.4 Subletting of contract/license directly or indirectly is not permissible and may result in premature termination of contract or imposition of penalty, including forfeiture of security deposit.

2.5 The Operator shall not be permitted to make any structural additions/alterations to the facilities provided by the college without written sanctions from the College Management Committee.

2.6 The Operator shall be responsible for maintenance of Canteen, electrical equipment and provided by college. The facilities provided to the operator should be returned in good condition at the expiry/termination of the contract. However, for the major maintenance if required, college shall be responsible.

2.7 Operator shall ensure MRP of items NOT specified in the BoQ.

2.8 The operator shall be required to furnish **Nu.10, 000/- (Ten Thousand) only** as the security deposit (EMD) at the time of submission of the documents (SBD). The security deposit should be submitted in the form of cash/bank draft in favor of the President CNR, Lobesa.

2.9 The operator should help to sell the College Farm Products.

2.10 The operator shall handover all items as per the inventory list prepared at the initial handing taking over of the canteen facilities to the college. Any loss or damages to the facilities/property at the end of the expiry of the lease or upon termination, the operator shall either repair or replace and make good.

2.11 The Canteen operator shall be responsible for payment of all applicable levies and taxes. The operator will be responsible for any government requirements and obligations.

2.12 The College Canteen Committee instituted (CCC) by college shall monitor the quality and performance of the canteen.

2.13 The canteen operator shall take corrective actions within 5 working days, given by the CCC in respect of feedback received from staffs and student of the college.

2.14 The canteen committee shall conduct regular meeting with the canteen operator and staffs (monthly basis/quarterly) as and when required.

2.15 The canteen shall operate normally from 8 am to 8pm (Monday to Sunday). However, the operator should provide services beyond the above-mentioned time based on the requirement of the college; and

2.16 Special permission shall be sought from the college to operate apart from college program within the canteen.

2.17 College shall reserve to terminate the agreement at any time in-case of poor quality of services and the goods are found to be sold above the MRP rate.

2.18 The rent of Nu. **4000/- (Four Thousand) only** shall be deposited to college finance section in last week of every month without fail. Failing to deposit shall led to Nu. **500/- (Five Hundred) only** as penalty for 1 day at the maximum of 10 days after which it shall led to termination of contract.

2.19 The Operator have to display the rate of the items quoted.

3 Human Resources

3.1 The operator shall employ adequate number of staff in-order to provide quality services desired.

4 Hygiene and Cleanliness

4.1 The Operator shall be responsible for general cleanliness and hygiene of canteen.

4.2 The garbage shall be disposed properly.

4.3 The Operator shall not serve stale/expired food items.

4.4 The Operator shall display **NO SMOKING SIGN** in the canteen and shall not sell tobacco items, alcohol and other prohibited items in the canteen.

4.5 Operator shall also be responsible to manage full time water in canteen even if there is water problem in camp.

| Sl. No | Item | Rate | Remarks |
|--------|---------------------------|------|---------|
| 1 | Rice | | |
| | SK Gold | | 25kg |
| | Raj Bhog | | 25kg |
| | Rai Bhog | | 20 kg |
| | Nawab | | 20 kg |
| 2 | Cooking oil | | |
| | 1L | | |
| | 2L | | |
| | 5L | | |
| 3 | Life Boy Soap medium size | | |
| | 175g | | per no |
| | 100g | | per no |
| 4 | Detol Soap | | |
| | 120g | | per no |
| | 75g | | per no |
| 5 | Cloth washing soap | | |
| | Square shape | | per no |
| | Rectangle shape | | per no |
| 6 | Coldgate 100ml | | per no |
| 7 | Pepsodent 100 ml | | per no |
| 8 | Toilet paper | | |
| | 1 roll | | |
| | 6 rolls | | |
| | 10 rolls | | |
| 9 | Coke | | |
| | 1ltr | | |
| | Medium size | | |
| | Smallest size | | |
| 10 | Orange Juice 1L | | |
| 11 | lemon juice 1L | | |
| 12 | Pineapple 1L | | |
| 13 | Daldha | | |
| | 1kg | | |
| 14 | Incense stick | | |
| 15 | Sugar cracker | | |
| 16 | Good Day biscuit | | |
| 17 | Sugar 1 kg | | |
| 18 | Salt 1kg | | |
| 19 | Coffee | | |
| 20 | Milk powder 1 kg | | |
| | | | |
| | Grant total | | |

Contract Agreement

[The successful Bidder shall fill in this form in accordance with the instructions indicated] THIS CONTRACT AGREEMENT made the *[insert number]* day of *[insert month]*, *[insert year]*,

BETWEEN

(1) *[insert complete name of Purchaser]*, a *[insert description of type of legal entity, for example, an agency of the Ministry of of the Government of Bhutan, or corporation incorporated under the laws of Bhutan]* and having its principal place of business at *[insert address of Purchaser]* (hereinafter called "the Purchaser"), and

(2) *[Insert name of Supplier]*, a corporation incorporated under the laws of *[insert: country of Supplier]* and having its principal place of business at *[insert: address of Supplier]* (hereinafter called "the Supplier").

WHEREAS the Purchaser invited Bids for certain Goods and ancillary services, viz., *[insert brief description of Goods and Services]* and has accepted a Bid by the Supplier for the supply of those Goods and Services in the sum of *[insert Contract Price in words and figures, expressed in the Contract currency/ies]* (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 Purchaser and the Supplier, and each shall be read and construed as an integral part of the Contract, viz.:
 - (a) This Contract Agreement;
 - (b) Terms and Conditions;
 - (c) Technical Requirements (including Schedule of Supply and Technical
 - (e) The Supplier's Bid and original Price Schedules;
 - (f) The Purchaser's Notification of Award of Contract;
 - (g) The form of Performance Security;
 - (h) The form of Bank Guarantee for Advance Payment;
 - (i) *[insert here any other document(s) forming part of the Contract]*

3. 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.

4. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

5. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Related Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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 Purchaser

Signed: *[insert signature]*

in the capacity of *[insert title or other appropriate designation]*

in the presence of *[insert signature] [insert identification of official witness]*

For and on behalf of the Supplier

Signed: *[insert signature of authorized representative(s) of the Supplier]*

in the capacity of *[insert title or other appropriate designation]*

in the presence of *[insert signature]*

[insert identification of official witness]

The Proposal Format

The main objective of the proposal is to see how the planning of bidder to operate the canteen. This will be the first thing to evaluate the bid document.

- 1. Resident for yourself and the workers of canteen**

- 2. Man-power**

- 3. Transportation**

- 4. Capital**

