

TENDER DOCUMENTS FOR OPERATING AND
MANAGING THE COLLEGE DRY CANTEEN AT
COLLEGE VILLAGE (STAFF QUARTER) AT THE
COLLEGE OF NATURAL RESOURCES, LOBESA,
PUNAKHA

DECEMBER 2022

Bidder's Name with seal and Signature:

Contact No#

Invitation for Quotation (IFQ)

Interested eligible bidders are invited to submit their bids for Managing and Operating the College Dry Canteen at the Staff Quarter at its campus at Lobesa for College's students and staff.

To get a competent bidder who can good services, the minimum monthly rent for the use of the premises for the Canteen has been fixed to only Nu.5,000/month where the highest monthly rent quoted against the fixed rent will be awarded.

With increased activities, events, and other programmes during the non-academic session, the Canteen services are required to be run/operated at full scale almost continually throughout the year.

Tender documents may be obtained **free of charge** and can be downloaded from our website at www.cnr.edu.bt. Tenders will be available from 6th December 2022 onwards, and the tender submission deadline is 16th December 2022 on or before 10:00 am and will open on the same day at 10:30 am.

The tentative timelines for the operations of the canteen under this contract shall be as follows

- Tentative contract signing date: **25th December 2022**
- Commencement of services: **1 January 2023**

For further information or to arrange for a site visit, you may contact us at **02-376269 or 77244434**

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1. Contract Terms and Conditions

- 1.1 Bidders are invited to submit a priced bid against the minimum house rent fixed at the rate of Nu. 5000/- per month.
- 1.2 Price quotations will be evaluated, and contracts awarded to the firm **offering the highest evaluated price rent per month.**
- 1.3 The bidder(s) shall submit one original of the priced quotation with the Form of Bid and clearly marked **ORIGINAL**. In addition, the bidder(s) should also submit one copy marked as **COPY**. The quotation including all documents in the attached format should be sealed in an envelope and addressed to and delivered to the following address.

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

The President

College of Natural Resources

Royal University of Bhutan

Lobesa: Bhutan

#02-376249

- 1.4 Bid security of **Nu.15,000/-** must be submitted in the form of cash or demand draft or unconditional bank guarantee in favour of the CNR valid for at least 12 months. This fee is refundable if the contractor's bid is not accepted or will be credited toward the security deposit amount if the bid is accepted.
- 1.5 Quotations by fax or by electronic means are not acceptable.
- 1.6 Bidders must fill up the bid price both in original and copy as provided.
- 1.7 The quotation should be submitted as per the following instructions and in accordance with the attached Contract. The attached Terms and Conditions are an integral part of the Contract.
- 1.7.1 **Price:** all prices shall be quoted in Ngultrum.
- 1.7.2 **Evaluation of quotation:** offers determined to be substantially responsive to therequirement will be evaluated by comparison of their quoted price.
- 1.7.3 **Award of purchase order:**
- i. The award will be made to the bidder who is offering the highest evaluated price that meets the requirement. The successful bidder will sign a contract as per the attached form of contract

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and terms and conditions of supply.

- 1.7.4 Termination of contract: The purchaser may in written notice terminate the contract agreement in whole at any time for its convenience
- i. If the Bidder fails to perform as per the terms and conditions specified in the contract agreement.
 - ii. If the Bidder fails to perform any other obligation(s) under the contract agreement
 - iii. If the Bidder does not take any remedial action within a period of 10 working days after the receipt of a notice of default from the purchaser specifying the nature of the default (s)
 - iv. If the Bidder 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.
- 1.7.5 Validity of the offers: quotation(s) shall be valid for a period of one year from the deadline of receipt of the award letter and subject to renewal for only one year based on the feedback received on the services provided.
- 1.7.6 The quotation(s) will be opened in the presence of bidders or their representatives who choose to attend at the specified venue and time.
- 1.7.7 Payment will be made upon submitting the bills/ invoice after the completion of each activity.
- 1.7.8 Documents required to be submitted as part of the Quotation (The original and copy(ies) of the quotation submitted by the bidder shall comprise the following):**
- (a) A valid Trade License
 - (b) A valid Tax Clearance Certificate.
 - (c) The required bid security

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2. General Conditions of the Contract

2.1 Facilities:

2.1.1 The College will provide the canteen space

2.1.2 The successful bidder must purchase the other things required.

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

2.2 General Terms and Conditions

2.2.1 The College Canteen Committee (CCC) shall be the ultimate decision-making authority. CCC shall oversee the affairs of the canteen and ensure the implementation of the terms and conditions of the contract.

2.2.2 The CCC shall carry out overall monitoring of the canteen including quality of food, price, cleanliness/hygiene, service etc. at least twice a month with one routine and one ad-hoc. The routine monitoring will take place on the first Monday of every month.

2.2.3 The contract period for operating the canteen is for a term of one year and subject to the extension of only one year if services are found satisfactory after which the contract period shall be terminated.

2.2.4 The Canteen should be open on all 7 days of the week and should be open from 8:30 AM to 8:30 PM. The Canteen should be closed by 8:30 PM. Operation beyond this timing is not permissible under normal circumstances and shall require approval in advance.

2.2.5 The bidder shall be responsible for payment of the electricity bill.

2.2.6 The bidder should arrange their own logistics including residential facilities.

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

2.2.8 The bidder shall not make any structural additions/alterations to the facilities provided by the college without written sanctions from the College Management.

2.2.9 The bidder shall be responsible for the maintenance of the Canteen, furniture and electrical equipment provided by the college. The facilities provided to the bidder should be returned in good condition at the expiry/termination of the contract.

2.2.10 The bidder shall display a price list of essential goods as listed in annexure I and ensure that these goods are available all the time in the canteen.

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- 2.2.11 The bidder shall hand over 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 bidder shall either repair or replace and make good.
- 2.2.12 The bidder shall be responsible for payment of all applicable levies and taxes including BST and Services Charges. The bidder will be responsible for all the government requirements and obligations.
- 2.2.13 The bidder shall not use the name of the college for the Canteen including the title of the bills/cash memos, etc., although the Canteen is within the premises of the CNR.
- 2.2.14 Special permission shall be sought from the college to operate apart from the college program within the canteen.
- 2.2.15 The rental charge must be paid to the college finance section within the 24th day of the month without fail. Failing to deposit shall lead to Nu. 500/- (Five Hundred) only as a penalty for 1 day at the maximum of 10 days after which it shall lead to the termination of the contract.
- 2.2.16 If the force majeure affects the performance of the contract, the bidder shall promptly notify the CCC and submit to the CCC a sufficient and valid proof of force majeure within a month period after the end of force majeure. Otherwise, the corresponding liability shall not be waived or exempted. However, the bidder shall continue to perform other obligations under this contract which have not been affected by such force majeure.
- 2.2.17 **Under no circumstances will the bidder serve any alcoholic drinks/Tobacco products** of any kind to anyone on the CNR campus. Violation of this stipulation will result in immediate termination of the contract with no liability to the CNR whatsoever and forfeiture of the Security Deposit.
- 2.2.18 The winning bidder must sell the essential items as specified in annexure 1 as per the MRP rate where the MRP rate is not available, the price tag should be affixed.

2.3 Human Resources

2.3.1 If the contract is not renewed, the bidder agrees to fully cooperate in all aspects of the transition to a new bidder, including a review of all practices and any outstanding service issues. The Bidder will turn over facilities, equipment, furniture, etc. in the same condition as first received, having replaced all broken/damaged items.

2.4 Hygiene and Cleanliness

- 2.4.1 The bidder is required to maintain the highest standard of hygiene both for the Canteen and its surroundings. The bidder is required to manage its waste on its own. In any case, all waste should be segregated and disposed of properly. Proper bins with lids should be used.
- 2.4.2 The bidder shall not serve stale/expired food items.

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- 2.4.3 The bidder shall display a **NO SMOKING SIGN** in the canteen and shall not sell tobacco items, alcohol, and other prohibited items in the canteen.
- 2.4.4 Standards for the canteen shall conform with the rules and regulations of the Bhutan Agriculture and Food Regulatory Authority (BAFRA).

The month's rent I would like to quote is Nu.(in words.....only.

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Contract Agreement

[The successful Bidder shall fill in this form by 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 the type of legal entity, for example, an agency of the Ministry of ... of the Government of Bhutan, or a 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 Bidder], a corporation incorporated under the laws of [insert: country of Bidder] and having its principal place of business at [insert: address of Bidder] (hereinafter called “the Bidder”).

WHEREAS the Purchaser invited Bids for certain Goods and ancillary services, viz., [insert a brief description of Goods and Services] and has accepted a Bid by the Bidder 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:

In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

The following documents shall constitute the Contract between the Purchaser and the Bidder, 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 Specifications);
- (e) The Bidder’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;

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(i) [insert here any other document(s) forming part of the Contract]

This 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 consideration of the payments to be made by the Purchaser to the Bidder as hereinafter mentioned, the Bidder 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.

The Purchaser hereby covenants to pay the Bidder 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 by 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 Bidder

Signed: [insert signature of authorized representative(s) of the Bidder] in the capacity of [insert title or other appropriate designation]

in the presence of [insert signature]

[insert identification of the official witness]

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Annexure 1: Essential List

1. Rice
2. Cooking Oil
3. Salt
4. Sugar
5. Milk Powder
6. Milk
7. Coffee
8. Tea Leaves
9. Cheese
10. Mineral Water
11. Washing Soap
12. Cloth washing soap
13. Dishwashing soap
14. Surf
15. Toothpaste
16. Toothbrush
17. Toilet paper

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