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DRUK HOLDING & INVESTMENTS LTD.

GROUP STANDARD BIDDING DOCUMENT
SERVICES

[For Non - Consultancy services]



Thimphu TechPark
DHI Company
BHUTAN'S FIRST IT PARK

Bidding Document for Operation of Canteen

at

Thimphu TechPark Limited (TTPL)

Notice Inviting Quotation (NIQ) No: TTPL/HRAD/Proc-01/2024/322

Date: 2nd December, 2023

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NOTICE INVITING QUOTATION (NIQ)

1. The **Thimphu TechPark Limited (TTPL)**, is pleased to invite bids from the eligible bidders for **Operation of Canteen at TTPL** as per the scope of works mentioned hereinafter.
2. Detailed specifications, scope of work and terms and conditions of services are given in the Bidding Documents, which are available at the address given below as per the following schedule:

Tender No. and date	<i>Tender No. TEN24120001 and date: 2nd December 2024</i>
Bid submission (date & time)	As per the notice in e-procurement www.tender.bt
Pre-bid meeting (if any)	Not Applicable
Bid opening date, time & place	As per the notice in e-procurement www.tender.bt
Bidding Documents shall be available	Uploaded in e-procurement www.tender.bt

3. Issuance of Bidding Documents shall not automatically construe that the Bidder fulfils the Qualifying Requirements which shall be determined during Bid evaluation based on data/documents submitted by the Bidder.
4. Bids shall be submitted through the e-procurement website: www.tender.bt. Refer **User Manual for Vendor Registration** and **User Manual for bidding** available under the **Downloads** on the website to guide you through the Bid submission process.
5. All Bids must be accompanied by Bid Security amount of **Nu. 15,000 (Fifteen Thousand Only)** in the form of Demand Draft /Cash Warrant /Banker’s Cheque/ Bank Guarantee/Cash deposit enforceable by any financial institutions in Bhutan, and shall remain valid till **30 days beyond the validity period for the bids.**

The scanned version of the Bid Security should be uploaded with the Bid on www.tender.bt and the original Bid Security shall be submitted to the Procurement Unit, HR, Adm. & Procurement Division, TTPL on/before the date of submission of the Bid.

If the Bidder(s) opts to Bank Transfer the Bid Security, it may be deposited to the account details mentioned below, and scanned copy of the transaction should be uploaded with the bid on www.tender.bt:

Bank Account No: **100925841**
 Bank Name: **Bank of Bhutan Limited**
 Account Name: **Thimphu TechPark Limited**

6. Qualification Requirement for Bidders shall be as specified in the BDS.

7. Bid Documents are not transferrable. The Purchaser reserves the right to accept or reject any Bid partly or fully or cancel the bidding process without assigning any reasons thereof and in such case no Bidder/ intending Bidder shall have any claim arising out of such action of the Purchaser.
8. The bid, accompanied by the following documents, must be submitted on the e-procurement website: www.tender.bt.

Documents comprising bid

- i A valid Trade License;
- ii A valid Tax Clearance Certificate;
- iii BAFRA Certification;
- iv Statement of Compliance as per the Form 1;
- v A duly completed and signed priced quotation as per the price schedule form (Form 2);
- vi Bid Security
- vii Curriculum Vitae (CVs), Reference letters and Certifications;
- viii Any other additional documents/information

9. Address for Submission and communication:

Yeshey Tharchen,
Dy. Admin Manager,
HR, Admin & Procurement Division,
Thimphu TechPark Limited
Contact No: 17878869

e-Procurement system:

Tshering Lham,
Contact No: 17452906
Email ID: tshering.lham@thimphutechpark.bt

SECTION I - INSTRUCTION TO BIDDERS (ITB)

1. Site Visit

- 1.1 The Bidder, at the Bidder's own responsibility and risk, is encouraged to visit and examine the Site to obtain all information that may be necessary for preparing the Bid. The costs of visiting the Site shall be at the Bidder's own expense.

2. Clarification on Bidding Document

- 2.1 The Bidder shall examine the Bidding Documents thoroughly, Bidder may request clarification promptly. Any clarification on Bidding Documents may be notified to the Company in writing, not later than the 5 days from the submission of the bid.

3. Amendment of Bidding Documents

- 3.1 At any time prior to the deadline for submission of bids, the Company may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bid Document through an Addendum.
- 3.2 The Addendum, if any shall be available for downloading from the Company's website by prospective Bidders. The Company may, at its discretion, extend the deadline for bid submission, if the Bidders are expected to require additional time in which to take the Addendum into account in preparation of their bid or for any other reason.

4. Modification and Withdrawal of Bids

- 4.1 No bid can be modified subsequent to the deadline for submission of bids.

5. Price Schedule

- 5.1 Price shall be quoted in accordance with Bidding **Form 2: Price Schedule Form**
- 5.2 Price quoted by the Successful Bidder must remain firm during the entire period of performance of the Contract and is not subject to variation.

6. Period of Validity of Bids

- 6.1 Bids shall remain valid for a period **60 days**. A bid valid for a shorter period shall be rejected by the Company as non-responsive.
- 6.2 As required, the Company may request bidders to extend the period of validity of their bids. However, a bidder may refuse the request to extend the validity of its bids without forfeiting its bid security. A bidder granting request shall not be required or permitted to modify its bids.

7. Currency of Bid

- 7.1 The unit rates and prices quoted by the Bidder, other than BTN, shall be in a freely convertible currency.

8. Bid Security

- 8.1 The Bidder shall furnish, as part of its bid, bid security denominated in the currency and in the amount of **Nu. 15,000 [Fifteen Thousand Only]** valid for 60 days from the date of submission of the bid. The Bid Security shall be submitted in the form of an irrevocable bank guarantee /cash

warrant/demand draft payable to the Company issued by any Financial Institution of Bhutan or any Foreign bank acceptable and enforceable by Financial Institution of Bhutan.

- 8.2 The bid security shall be forfeited if a bidder withdraws its bid during the period of bid validity or if the selected Service-Provider fails to sign the Contract in accordance with ITC 17: Signing of Contract.
- 8.3 Immediately after the award of contract the bid security of all the unsuccessful bidders, shall be returned within fifteen (15) working days of the award of contract/Work Order.
- 8.4 The bid security of the successful bidder shall be returned immediately after signing of contract/issue of Work Order.

9. Signing of Bids

- 9.1 The Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person who is duly authorized by the Bidder, holding a Power of Attorney, with an official seal.

10. Submission of Bids

- 10.1 The bidder(s) shall submit **ONE TECHNICAL** and **ONE FINANCIAL** bid in two separate envelopes. The bid including all documents should be duly filled, signed and sealed in an envelope and addressed to and delivered at the following address:

**Procurement unit, Admin and HR Division,
Thimphu TechPark Limited
WangchuTaba, Thimphu**

- 10.2 The submission of Bid(s) by electronic means are **NOT** acceptable.

11. Opening of Bid

- 11.1 The bid(s) will be opened in the presence of bidders or their representatives who choose to attend at **HRAD, TTPL on 2nd November 2023 at 11:30 AM**. In case due date of the opening of the bid falls on non-working days, the opening of the bid shall be on next working day at the same time. Only Technical bid will be opened as per the Term of Reference (ToR).

12. Bid Evaluation

- 12.1 Bids determined to be substantially responsive to the technical specifications and commercial conditions will be evaluated by comparison of their quoted prices. In evaluating the bids, the Company will determine for each bids the evaluated price by adjusting the priced bid 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 as quoted shall govern unless in the opinion of the Company 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.
- 12.2 To assist in the evaluation, comparison of the Bids, the Company 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 Company shall not be considered.

13. Negotiations

- 13.1 Negotiations may be carried out with the lowest evaluated within **5 days (after the combination of both technical and financial score) at HRAD, TTPL**. In case of failure during negotiation with the lowest evaluated bidder, the Company shall proceed for negotiation with the next-ranked Bidder.
- 13.2 The minutes of the negotiations, signed by the company and the Bidder, shall form part of the Contract Agreement.

14. Award Criteria

- 14.1 The Company will award the Contract to the successful Bidder, after negotiation, if any, whose bid has been determined to be substantially responsive and has been determined as the lowest evaluated bid.
- 14.2 However, the Company also reserves the right to accept any bid and to reject any or all bids and to annul the bidding process and reject all Bids at any time prior to Contract award, without thereby incurring any liability to Bidders or any obligation to inform the affected Bidders on the grounds for such action of the Company.

15. Deviation

- 15.1 Bidders shall not be permitted to take any deviation from the terms and conditions as specified in the Bidding Documents. However, any exceptions/deviations to the terms and conditions of the Bid Document should be indicated in the deviation schedule as per the Form 3: Deviation Schedule along with the Technical Bid.

16. Notification of Award

- 16.1 Prior to expiry of the period of bid validity or extended validity, Company will issue Notification of Award to the successful Bidder(s). Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.

17. Signing of Contract

Within the time period specified in the NoA, the successful consultant shall sign the contract or a Service Order shall be issued by the Company upon submission of Performance Security as per ITC 18.

18. Performance Security

- 18.1 The successful Bidder shall have to submit the performance security equal to **two month's rent**.
- 18.2 The performance security shall be submitted in any of the following forms:
- a) irrevocable bank guarantee,
 - b) cash warrant, or
 - c) demand draft.
- 18.3 Failure of the successful Bidder to submit the above-mentioned performance security or accept the award or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid security.

19. Performance Evaluation System

- 19.1 The performance of the Service Provider shall be assessed as per the Performance Evaluation System (PES) attached at Section V herewith
- 19.2 Where the PES is required, depending on the nature of Services, Bidders are required to sign and submit the PES Acceptance Form attached as **Annexure- II** along with the bid. In case the bidder does not agree to sign the VPMS Acceptance Form, the bidder shall be liable for rejection.

20. Document Required

The quotation submitted by the service providers shall consist of following documents:

- (a) A valid Trade License;
- (b) A valid Tax Clearance Certificate;
- (c) BAFRA Certification;
- (d) Statement of Compliance as per the Form 1;
- (e) A duly completed and signed priced quotation as per the price schedule form (Form 2);
- (f) Bid Security
- (g) CVs, Reference letters and Certifications;
- (h) Any other additional documents/information

SECTION II - BIDDING FORMS

(Based on the need of the project the bidding forms can be customized/ modified accordingly.)

Form – 1: Statement of Compliance

To
[COMPANY’s Name and Address]
Dear Sir/Madam,

With reference to our Bid dated.....for of*[insert brief scope of work]*against NIQ No....., we hereby confirm that we have read the provisions of following clauses and further confirm that notwithstanding anything stated elsewhere to the contrary, the stipulations of these clauses are acceptable to us and we have not taken any deviation to any of these clauses anywhere in the Bid:

[List of clauses to be inserted with clause heading and reference number, as applicable]

- i. Governing Laws (2).
- ii. Retention Money (11).
- iii. Warranty (**Error! Reference source not found.**).
- iv. Limitation of Liability (0).
- v.
- vi.

We further confirm that any deviation to the above clauses, found anywhere in our Bid, implicit or explicit, shall stand unconditionally withdrawn without any cost implication whatsoever to COMPANY failing which the Bid security may be forfeited

Sealed and signed

Form – 2: Price Schedule Forms

Schedule of activities for Services [The Bidder shall fill in this table]

1. TECHNIAL SUBMISSION FORM

The bidders will be evaluated and marked based on the following technical evaluation criteria. The bidder are requested to submit all the documents as requested. Failure to submit the required documents would lead to award of **0 (zero) points** against each criterion.

Sl. No	Criteria	Points allocated	Documents to be submitted
1	Experience of the bidder	50 Points	1. Valid Trade License 2. Letter of reference 3. Past experience letters
	1.a More than 3 years	50	
	1.b 2-3 years	30	
	1.c Less than 2 years	20	
2	Experience of the Head Cook/Chef	50 Points	Have to submit a CV as per the format attached as Annexure I of the ToR
	2.a Years of Experience	25 Points	1. Reference letters and/or office order
	2.a.i 3 or more than 3 years	25	
	2.a.ii Less than 3 years	20	
	2.b Trainings and Certification	10 Points	1. Copy of certificates and/or training certificates
	2.b.i 2 or more than 2 Certification/trainings	25	
2.b.ii Less than 2 certifications/trainings	20		

IMPORTANT NOTE:

*The bidder scoring the minimum technical qualification marks of **60 points** will only be qualified for the opening of the financial bids.

*The bidder nominating the Head Cook/Chef should assure that the person is available for the entire duration of the contract. If in case the same has to be replaced, the new nominated individual should be of same/higher experience. It will be upto the discretion of TTPL management whether to accept the replacement or not.

2. FINANCIAL SUBMISSION FORM

Sl No	Category	Item Description	Unit	Rate Per Unit
1	Lunch Set 1 (VIP Lunch)	Rice/Nan, 3 Meat Items, 2 Veg Items, Dal/Jaju, Salad/Ezay	Per plate	
2	Lunch Set 2 (Standard Lunch)	Rice/Nan, 2 Meat Items, 2 Veg Items, Dal/Jaju, Salad/Ezay	Per plate	
3	Lunch Set 3	Rice/Nan, 1 Meat Item, 2 Veg Items, Dal/Jaju, Salad/Ezay	Per plate	
4	Lunch Set 4	Rice/Nan, 1 Meat Item, 1 Veg Item, Dal/Jaju, Salad/Ezay	Per plate	
5	Lunch Set 5	Rice, 1 Meat Item, Dal/Jaju, Salad/Ezay	Per plate	
6	Lunch Set 6	Rice, 1 Veg Item, Dal/Jaju, Salad/Ezay	Per plate	
7	High Tea	Tea/Suja/Coffee/Lemon Tea/Green Tea, Cream Cake/Fruit Cake, 3 Types of Fruits, Mushroom/Chicken Patties, Kaju Barfi/Gulab Jamun	Per plate	
8	Fried Rice	Meat Fried Rice with Dal/Jaju/Ezay	Per plate	
9	Fried Rice	Egg Fried Rice with Dal/Jaju/Ezay	Per plate	
10	Fried Rice	Veg Fried Rice with Dal/Jaju/Ezay	Per plate	
11	Shamdey	Non-Veg Shamdey (Standard cup)	Per cup	
12	Shamdey	Veg Shamdey (Standard cup)	Per cup	
13	Dresee	Dresee (Standard cup)	Per cup	
14	Tea	Milk Tea (Standard cup)	Per cup	
15	Tea	Black Tea (Standard cup)	Per cup	
16	Tea	Suja (Standard cup)	Per cup	
17	Tea	Lemon Tea (Standard cup)	Per cup	
18	Tea	Green Tea (Standard cup)	Per cup	
19	Coffee	Milk Coffee (Standard cup)	Per cup	
20	Coffee	Black Coffee (Standard cup)	Per cup	
21	Water	Mineral Water Small (1000ml)	Per Bottle	
22	Water	Mineral Water Small (500ml)	Per Bottle	
23	Snacks	Non-Veg Momo (5 pcs in a plate)	Per plate	
24	Snacks	Veg Momo (5 pcs in a plate)	Per plate	
25	Snacks	Ting Momo (5 Standard pcs in a plate)	Per plate	
26	Snacks	Puri/Roti with veg. item (4 pcs in a plate)	Per plate	
27	Snacks	Koka noodle cooked plain	Per plate	

28	Snacks	Koka noodle cooked with egg/non-veg	Per plate	
29	Snacks	Noodle (maggi/wai wai) cooked plain	Per plate	
30	Snacks	Noodle (maggi/wai wai) cooked with egg/non-veg	Per plate	
31	Snacks	Non-Veg Bathup (Standard Bowl)	Per plate	
32	Snacks	Veg Bathup (Standard Bowl)	Per plate	
33	Snacks	Non-Veg Chowmein	Per plate	
34	Snacks	Veg Chowmein	Per plate	
35	Snacks	Chilli Chop (4 pcs in a plate)	Per plate	
36	Snacks	Alu Chop (5 pcs in a plate)	Per plate	
37	Snacks	Cheese Stick (5 pcs each in plate)	Per plate	
38	Snacks	French Fries (Standard plate)	Per plate	
39	Snacks	Paneer Pakora (5 pcs in a plate)	Per plate	
40	Snacks	Pakora (5 pcs in a plate)	Per plate	
41	Snacks	Samosa (2 pcs in a plate)	Per plate	
42	Snacks	Shabalay (Standard size)	Per pcs	
43	Snacks	Pouch	Per pcs	
44	Snacks	Omlet	Per pcs	
45	Snacks	Egg Roll (Standard)	Per pcs	
46	Snacks	Vegetable Spring Roll (Standard)	Per pcs	
47	Snacks	Cheese Sandwich	Per pcs	
48	Snacks	Alu Paratha (Standard)	Per pcs	
Total Cost				

IMPORTANT NOTE:

*All the rate should be inclusive of taxes and service charges.

*We will not take into consideration for the evaluation if the service provider quote as complimentary or free for any of the items.

*The service provider shall provide the catering services at the same quoted rates of the lunch sets during the workshops/trainings/official dinners.

The formula for determining the financial scores is the following:

$S_f = 100 \times F_m/F$, in which S_f is the financial score, F_m is the lowest price and F is the price of the proposal under consideration.

The weights given to the Technical and Financial Proposals are:

Technical Weightage = 30% and

Financial Weightage = 70%

Sealed and Signed of the Bidder

Form – 3: Deviation Schedule

(Only exceptions/ deviations to be mentioned)

Section No. (Page No.)	Clause No. Sub-clause No.	Details of deviation	Cost Compensation for Deviation	Remarks

Sealed and Signed

Form – 4: Performance Evaluation System Acceptance Form

To

[Company's Name and Address]

Dear Sir/Madam,

With reference to our Bid dated.....for supply of*[insert brief scope of supply]*against NIT No....., we hereby conform that we have read the provisions in clause 19 regarding the VPMS and we hereby agree to abide by the provisions in the VPMS or do affirm as follows:

1. If our bid is accepted, we agree to be assessed as per the VPMS methodology adopted by Company.
2. We accept the rating of VPMS depending on our performance and any action hereof.
3. We shall be liable for any breach of this undertaking and non- compliance to the provisions of VPMS.

Sealed and signed

SECTION III- GENERAL CONDITIONS OF CONTRACT

1. Definition

- 1.1 The following terms and expressions used herein shall have the meaning as indicated therein:
- a) **“Contract Price”** means the aggregate price payable to the Contractor as specified in the Contract at the time of award, subject to such additions and adjustments thereto or deductions therefrom as may be made pursuant to the provisions of the Contract till the completion of the contract, the price so adjusted shall be termed as Executed Price;
 - b) **“Company”** means the DHI and/or its Companies applying this Document;
 - c) **“Services”** means Non-Consultancy Services which are not Consultancy Services. Non-consultancy Services are normally bid and contracted on the basis of performance of measurable outputs, and for which performance standards can be clearly identified and consistently applied. Examples include: drilling, aerial photography, satellite imagery, mapping, catering services, ticketing services, printing services, hiring of training facilities, and similar operations;
 - d) **“Completion Date”** means the date of completion of the Services by the Service Provider as certified by Company;
 - e) **“Service Provider”** means a legal entity, including the legal successors or permitted assigns of such entity, entering into a Contract with Company to provide Services;

2. Governing Law

- 2.1 The Contract/ Purchase Order shall be governed by and interpreted in accordance with the Laws of Bhutan.

3. Service Provider’s Responsibilities

- 3.1 The Service Provider shall provide all the Services in accordance with **Section IV Error! Reference source not found.** and the Delivery and completion requirements.

4. Company’s Responsibilities

- 4.1 The company shall provide all the Services in accordance with **Section IV Error! Reference source not found.** and the Delivery and completion requirements.

5. Quality of Work

- 5.1 The Service Provider shall guarantee for the quality of work. The quality of workmanship shall be of highest standard and to the full satisfaction to the Company.
- 5.2 The Service Provider shall perform the Services and carry out its obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices.

6. Inspection and Tests

- 6.1 Company may depute its employee at Service Provider’s work to inspect the on-going works. During the delivery of services, if it is found that the requirements and the deliverables of the contract, in

terms of performance and time, is not delivered as per the Technical Specification/ToR, the Company terminate the contract subsequent to clause GCC 15: Termination.

7. Insurance and Transportation¹

- 7.1 The repaired equipment under the Contract shall be fully insured, in the currency of the Contract Price, against loss or damage incidental to manufacture or acquisition, transportation, storage and Delivery.
- 7.2 The insurance covers to be taken by the Service Provider shall be equal to at least 100% of the value of equipment valid till thirty (30) days after the Delivery of repaired equipment.
- 7.3 In case of delays attributable to the Service Provider, the validity period of the insurance cover shall be extended up to thirty (30) days after the actual Delivery. However, if the delays are attributable to the Company, the extra cost, if any, for the extended period of insurance cover, shall be reimbursed by Company.
- 7.4 The insurance cover shall be in the names of COMPANY and the Service Provider, wherein the beneficiary will be COMPANY and the Service Provider will be the custodian. The Service Provider shall, however, be authorized to deal directly with the Insurance Company or Companies and shall be responsible in regard to maintenance of all insurance covers.
- 7.5 The Service Provider shall be responsible for transportation of the equipment along with any other related services.
- 7.6 In case, any other mode of transport has to be resorted to other than that mentioned in above clause, the same shall be done only after obtaining prior approval in writing from the COMPANY.

8. Contract Price

- 8.1 The Contract Price shall be as specified in the Contract/Work Order subject to any additions and adjustments thereto or deductions therefrom as may be made pursuant to the Contract.

9. Terms of Payment

- 9.1 The Contract Price, including any advance payments, if applicable.
- 9.2 Payments shall be made promptly by the Company, but no later than thirty (30) days after the receipt of invoices and documents, provided that the documents are compliant with all the requirements of the Company.
- 9.3 The currencies in which payments shall be made to the Service Provider under this Contract shall be those in which the Contract Price is expressed.

10. Tax Deducted at Source

- 10.1 At the time of release of payment, two (2%) percent TDS on service portion shall be deducted from the Service Providers having Bhutanese trade license, or Three (3%) on the service portion from the Service Providers having other than Bhutanese trade license respectively from the gross amount of bills except from the manufacturers and authorized dealers. The Company shall furnish necessary TDS Certificate to the Bidders, issued by the Department of Revenue & Customs, RGoB.
- 10.2 If any tax exemptions, reductions, allowances or privileges may be available to the Service Provider in the Kingdom of Bhutan, the Company shall use its best efforts to enable the Service Provider to benefit from any such tax savings to the maximum allowable extent.

¹“This clause is applicable only for that equipment send outside for repair”

11. Performance Security

- 11.1 The Performance Security shall be valid until the successful completion of the obligations under the Contract, including warranty obligations, if any.
- 11.2 The Performance Security shall be discharged by the Company and returned to the Service Provider not later than thirty (30) days following the date of completion of the Consultant’s performance obligations under the Contract, including any warranty obligations.

12. Liquidated Damages for delay in delivery

- ~~12.1 If the Service Provider fails to deliver any or all of the Goods by the date(s) of delivery or fails to perform the Services within the period specified in the Contract/ Purchase Order, the Company shall deduct liquidated damages at the rate of..... (insert %) per day for each day of delay to a maximum of 10% of the Contract Price.~~

13. Limitations of Liability

- 13.1 Except in cases of gross negligence or willful misconduct:
 - a) neither party shall be liable to the other party, whether in Contract, tort or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Service Provider to pay liquidated damages to Company; and
 - b) the aggregate liability of the Service Provider to the Company, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective Services, or to any obligation of the Service Provider to indemnify Company with respect to patent infringement.

14. Force Majeure

- 14.1 The Service Provider 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.
- 14.2 For purposes of this Clause, “Force Majeure” means an event or situation beyond the control of the Service Provider that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Service Provider. Such events may include, but not be limited to, acts of the RGoB in its sovereign capacity, act of God, wars or revolutions, riot, civil commotion, sabotage, fires, floods, epidemics, quarantine restrictions and freight embargoes or any other cause of similar nature which are not within the control of either party to the contract and which renders the performance of the contract by the said party impossible.
- 14.3 If a Force Majeure situation arises, the Service Provider shall promptly notify Company in writing of such condition and the cause thereof, along with documentary or pictorial evidence. Unless otherwise directed by company in writing, the Service Provider shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

15. Termination

15.1 Termination for Default

15.1.1 The Company, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Service Provider, may terminate the Contract in whole or in part:

- a. if the Service Provider fails to deliver any or all of the Services in accordance to the Contract, within the stipulated delivery schedule or within any extension thereof granted by the Company; or
- b. if the Service Provider fails to perform any other obligation under the Contract; or
- c. if the Service Provider, in the opinion of the Company has engaged in fraud and corruption, in competing for or in executing the Contract, the Company shall be the final authority to decide whether the Service Provider has engaged in any Fraud and Corruption as mentioned above and such decision shall be final and binding on the Service Provider; or
- d. If the Service Provider becomes bankrupt or goes into liquidation or makes general assignment for the benefit of the creditors or any receiver is appointed for the property owned by the vendor.

15.1.2 In the event the Company terminates the Contract in whole or in part, the Company may procure, upon such terms and in such manner as it deems appropriate, Services similar to those undelivered, and the Service Provider shall be liable to Company for any additional costs incurred by Company in procurement of such undelivered Services. Wherever the Contract is terminated in part, the Service Provider shall continue performance of the Contract to the extent not terminated.

15.2 Termination by Service Provider

15.2.1 If,

- a) The Company commits a substantial breach of the Contract; the Service Provider may give a notice to Company that specifies the breach and requires Company to remedy the same. If Company fails to remedy the breach or take steps to remedy the breach within thirty (30) days after receipt of the Service Provider's notice, or,

15.2.2 If the Service Provider is unable to carry out any of its obligations under the Contract for any reason attributable to the Company, including but not limited to Company's failure to obtain any governmental permit necessary for the Delivery of Services, which Company is required to obtain as per provision of the Contract or as per relevant applicable laws, the Service Provider may give a notice to Company to carry out such obligation under the Contract and if Company fails to comply within thirty (30) days after receipt of the Service Provider's notice, then the Service Provider may, referring to this sub-clause, forthwith terminate the Contract.

15.2.3 In the event of termination, all payments due to the Service Provider for the Services already delivered, shall be settled by Company with no further liability on any account whatsoever.

15.3 Termination by Force Majeure

15.3.1 Service Provider shall not be considered in default if delay in delivery occurs due to Force Majeure.

15.3.2 Only those causes which have duration of more than 7 days shall be considered causes of Force Majeure. In the event of delay due to such causes, the delivery schedule will be extended for a length of time equal to the period of Force Majeure or at the option of the Company, the order may be cancelled. Such cancellation would be without any liability whatsoever on the part of the Company.

In the event of such cancellation, the Service Provider shall refund any

amount advanced or paid to the Service Provider by the Company and deliver back any materials issued to him by the Service Provider and release facilities, if any provided by the Company.

16. Payment upon termination

- 16.1 Upon termination of this contract pursuant to Clauses GCC 16.1 to GCC 16.3 hereof, the Company shall make the following payments to the Service Provider:
- (a) remuneration pursuant to GCC.9: Terms of Payment hereof for services satisfactorily performed prior to the effective date of termination, and reimbursable expenditures pursuant to Clause GC 6 hereof for expenditures actually incurred prior to the effective date of termination; and
 - (b) except in the case of termination pursuant to clauses (a) through (d) of Clause GC 15.1 hereof, reimbursement of any reasonable cost incidental to the prompt and orderly termination of this contract including the cost of the return travel of the personnel and their eligible dependents.

17. Time for completion

- 17.1.1 The work shall be completed within <insert completion time> from the date of Signing of Contract/Issuance of Service Order, as the case maybe.
- 17.1.2 Time is the essence of this contract and no variation shall be permitted in the delivery time/delivery schedule mentioned in the Contract/Service Order.

18. Sub- Letting

- 18.1 The Service Provider shall not sub-let, transfer or assign any part of this contract, without the prior written consent of the Company.

19. Variations

- 19.1 Depending on the final requirement, at the time of the award of the Contract, the Company may increase or decrease the quantities by twenty five percent (25%) of the indicated quantity against each item without any changes in rates provided in the Contract.
- 19.2 Any other modification or variation in the scope of the Services may only be made by written agreement between the Parties.

21. Dispute Resolutions

- 21.1 Amicable Settlement
In case of any dispute of any kind whatsoever arises between Employer and the Consultant in connection with or arising out of the Contract, the parties shall seek to resolve any such dispute or difference by mutual consultation.
- 21.2 However, any dispute which cannot be amicably settled between the parties, shall be referred to adjudication/ arbitration in accordance with the laws of Bhutan.

SECTION-IV: TERMS OF REFERENCE

Operation of Canteen at Thimphu TechPark Limited (TTPL)

1. INTRODUCTION

Thimphu Techpark Limited (TTPL) features **one canteen** situated in the attic of Building I (Block I). The canteen is intended to function as regular canteen.

To encourage healthy competition and enhance service quality, the management has decided to outsource the operation of the canteen to the eligible service providers. The eligible service providers shall submit as per the standing bidding documents (SBD). The operation of the canteen will be awarded to the lowest evaluated bidders.

The operation of the canteens is scheduled to commence from **1st January 2025**, for an initial one-year period. The contract may be renewed for an additional year based on performance and user feedback.

2. RENT

- 2.1. Monthly rent is fixed at **Nu. 20,000 (Twenty Thousand Only)**.
- 2.2. The operator shall be required to furnish a sum of two months rental payment as a security deposit, at the time of award of contract.
- 2.3. The monthly rent should be deposited on or before 10th day of every month. In the event of late payment, the operator shall be liable to pay the amount with interest at the rate of 24% p.a on the amount due.
- 2.4. Payment for power usage charge shall be made separately by operator to the company or directly to the service provider.
- 2.5. TTPL shall provide and ensure 24x7 supply of water. However, in the event of shortage of supply from the source, the operator shall make their own arrangements. Separate meter would be provided.

3. EXECUTION OF CONTRACT

- 3.1. The contract shall commence/executed from **1st January 2025 – 31st December 2025** for an initial period of one year subject to review of its services and can be extended the contract for another one year.
- 3.2. If the operator wishes to vacate the premise or leave the contract, two month's advance notice shall be given in writing to the management or in lieu pay two month's rent.
- 3.3. The management reserves the right to terminate the contract by giving on month's advance notice to the operator if the service are not found to be up to the required standard or quality including hygiene, or if the operator is in breach of the terms of the contract.
- 3.4. The management shall conduct regular meeting with the operator(s) and staff monthly/quarterly or as and when required.
- 3.5. Further, TTPL reserves the right to allow a third food outlet with the compound if there is demand from the people working in the Tech Park.

4. PROVISIONS

- 4.1. The canteen will be partly furnished with available basic furniture like tables and chairs. It shall be responsibility of the operator to purchase/arrange all necessary equipment such as kitchen equipment/appliances, utensil and any other furnishings.
- 4.2. The operator shall comply with all the rules and regulations issued by the management of TTPL from time to time.
- 4.3. The operator shall allow the office representatives to inspect the property and carry out any repair works as and when necessary.
- 4.4. Subletting the premise shall not be allowed and would be considered as the breach of the contract.
- 4.5. The operator shall hand over all items as per the inventory list prepared at the initial handing taking note of the facilities to the procuring agency. Any loss or damages to the facilities/property at the end of the expiry of the contract or upon termination shall be either repaired or replaced by the operator.
- 4.6. The operator shall not be permitted to make any structural additions and alterations to the facilities provided by the TTPL without written approvals.

5. OPERATING HOURS

- 5.1. The premise shall remain open from **8:00 AM to 6:00 PM daily** including weekends and holidays and shall only close when all companies operating from the TechPark are not working. Besides, the operator shall strive to render services to those staff who work at night on shifts.

6. ACCOUNTABILITY

- 6.1. The management shall not be held responsible or accountable for the dues of any kind against the consumption made by any individual of TTPL or any company located at the TTPL.
- 6.2. The management shall be accountable for the bills pertaining to the consumption made for official purpose based on the orders through signed official slips or supply orders.
- 6.3. The operator shall publish a menu card/list with agreed rates and shall not sell any item at a rate higher than the agreed rates in the contract. Operator shall ensure that food products are sold at MRP for items not specified in the Menu.
- 6.4. The operator shall be responsible for providing all food/snacks/refreshments items mentioned in the menu based on the quoted rate for all official catering and daily menu as and when required.
- 6.5. The operator shall be responsible for all damages or loss of properties provided by the TTPL.

7. SERVICES AND TARIFF

- 7.1. Priority for catering services shall be given to the official orders as and when required.
- 7.2. Since there are two canteen in TTPL, both the operators will be served with an opportunity to provide catering services to TTPL,
- 7.3. The operator shall follow decorum of the office in their service activities.

- 7.4. The operator shall ensure that the items are available for services on order against the rate quoted for specific items.
- 7.5. No revision of price of any item shall be allowed without prior consent of the TTPL management during the term of the contract. The management reserves the right to monitor the rates regularly.
- 7.6. Enough number of staff shall be deployed to deliver the services efficiently.
- 7.7. During the operation phase, rates for any items which are not covered within the quotation from will have to be approved by TTPL management in order to prevent overpricing.
- 7.8. The operator shall be responsible for payment of all applicable levies and taxes including BST and Service Charges.
- 7.9. The operator shall be liable to pay the applicable TDS for all the services provided to the TTPL.

8. MAINTENANCE OF PROPERTY AND HYGIENE

- 8.1. The operator shall be responsible for maintaining hygiene environment in the canteen as well as in the utensils they use, foods they prepare. They shall always maintain high standard of hygiene as well as catering.
- 8.2. The operator must:
 - Prevent wastage of water and electricity
 - Take care of the fixtures and fittings
 - Keep the canteen and its surrounding clean and make it mandatory
 - Always dispose of the wastes in a proper manner
- 8.3. The operator shall inform TTPL should there be any need for repair. The operator shall not take up any repair or alteration at his/her free will.

9. RESTRICTIONS

- 9.1. The entire premise is a NO SMOKING area and smoking is strictly prohibited
- 9.2. No person shall be allowed to lodge in the IT Park building.
- 9.3. Sale of liquors, alcohols, beers and tobacco products is strictly prohibited.

Acknowledge by the Bidder:

I hereby acknowledge that I have read and understood all the terms and conditions for the contract.

Signature of Bidder
Name of the Bidder
Date:

Annexure I: Sample of the Curriculum Vitae (CV) (*Attach necessary documents to support your CV*)

1. Proposed Position: _____
 2. Name of the Staff [insert full name]: _____
 3. Date of Birth: _____ Nationality: _____
 4. Education: _____
 5. Other Trainings: _____
-

6. **Employment Record** [*Starting with present position, list in reverse order every employment held by staff member, giving for each employment (see format here below):*]

[*Dates of employment, name of employing organization, positions held.*]:

- a. From [Year]_____: To [Year]: _____
Employer: _____
Positions held: _____
- b. From [Year]_____: To [Year]: _____
Employer: _____
Positions held: _____
- c. From [Year]_____: To [Year]: _____
Employer: _____
Positions held: _____

13. Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes me, my qualifications and my experience. I understand that any willful misstatement herein may lead to my disqualification or dismissal, if engaged.

_____ Date: _____

[*Signature of staff member or authorized representative of the staff*]

Day/Month/Year

Full name of authorized representative:

SECTION V – PERFORMANCE EVALUATION SYSTEM

1. Introduction

A consultant performance evaluation is a standardized, systematic and objective assessment of a consultant’s performance on a specific project contract. This enables the Company to judge whether the consultant has performed the work to a high standard on a number of fronts, and whether it is worth engaging them for future projects.

The performance evaluation criteria shall be used by each Project Manager immediately with the commissioning of any services after the award of contract. The consultants shall be evaluated as the project progresses.

2. Objectives

The main objectives of the performance evaluation of Consultants for services are as follows:

- To adopt a more holistic approach in reviewing overall performance of Consultant;
- To work with Consultant to raise safety and quality standards;
- To encourage an environment of continuous improvement by Consultant;
- To build partnership with Consultant in specific and strategic areas; and
- To have a list of preferred Consultant to be selected for limited bidding process

3. Performance Evaluation System (PES)

The assessment of the Consultants shall be done as follows:

SN	Performance Criteria	Weightage
3.1	Scope Management	15%
3.2	Time Management	20%
3.3	Quality Management	30%
3.4	General Assessment	35%
Total		100%

3.1 Scope Management (15%)

SN	Evaluation Criteria	Score	Key performance measure	Remarks
3.1.1	Commencement	5%	✓ Early= 120% ✓ On time=100% ✓ Late=0%	As per the contract

SN	Evaluation Criteria	Score	Key performance measure	Remarks
3.1.2	Work Schedule	5%	On time =100% or else 0%	As per contract agreement
3.1.3	Resource deployment	5%	Full deployment = 100% or else 0%	As per contract agreement

3.2 Time Management (20%)

SN	Evaluation Criteria	Score	Key performance measurement	Remarks
3.2.1	Meeting Milestones/ Deliverables	5%	<ul style="list-style-type: none"> ✓ On time = 100% ✓ Delay up to 20% = 80% ✓ Beyond 20% = 0% 	To be measured as per the work schedule submitted.
3.2.2	Submission of revised work schedules	5%	Timely= 100% or else 0%	To be measured based on the written request made by the Project Manager
3.2.3	Timely response to Client's instruction	5%	<ul style="list-style-type: none"> ✓ 100% response = 100%. ✓ 80% response = 80%. ✓ Less than 80% response = 0% 	Calculation will be based on the number of requests made by the Project Manager/Project Engineer.
3.2.4	Problem identification and problem solving	5%	Timely intimation = 100 % or 0%	Timely intimation resulting in resolving of problems during the contract period.

3.3 Quality Management (30%)

SN	Evaluation Criteria	Score	Key performance measurement	Remarks
3.3.1	Compliance to TOR	10%	<ul style="list-style-type: none"> ✓ Strict adherence =100% ✓ With minor deviations= 80% ✓ Frequent non-compliance= 0% 	✓ Minor deviations would mean deviations which does not lead to major issues to the project.

SN	Evaluation Criteria	Score	Key performance measurement	Remarks
				✓ Frequent non-compliance would mean non-compliance leading to delays.
3.3.2	Response to Non-Compliance, Complaints and Notices	10%	<ul style="list-style-type: none"> ✓ 100% response = 100%. ✓ 80% response = 80%. ✓ Less than 80% response = 0% 	Calculation will be based on the number of requests made by the Project Manager.
3.3.3	Innovation and alternate option/design solution during the course of work.	5%	<ul style="list-style-type: none"> ✓ Yes = 100% ✓ No=0% 	
3.3.4	Overall quality of the design, reports and presentation	10%	<ul style="list-style-type: none"> ✓ Excellent = 100% ✓ Good with comments =50% ✓ Poor or rejected = 0% 	

3.4 General Assessment (35%)

SN	Evaluation Criteria	Score	Key performance measurement	Remarks
3.4.1	Cooperation and Coordination with Employer	4%	<ul style="list-style-type: none"> ✓ Excellent = 100% ✓ Good = 50% ✓ Poor = 0% 	To be rated on the promptness of the Contractor on resolution of any issue and on following the guidelines set in the Contract Document. Also, on the

SN	Evaluation Criteria	Score	Key performance measurement	Remarks
				communication, returning of phone calls or replying of emails.
3.4.2	Personnel Resource Management	5%	Availability of proposed professional = 100% or else 0%	As per the staffing schedule submitted and agreed between both the parties.
3.4.3	Technical Competence	10%	<ul style="list-style-type: none"> ✓ Excellent (resolves issues by themselves) = 100% ✓ Good (with discussion with Client) = 50% ✓ Poor (solutions given by the Client) = 0% 	The ability of the consultant to resolve an issue and notifying the Client on the same.
3.4.4	Integrity and Ethical Conduct	4%	Zero written complaints = 100% or else 0%	
3.4.5	Accurate communication	4%	<ul style="list-style-type: none"> ✓ Excellent=100% ✓ Good= 80% ✓ Poor = 0% 	An excellent communication would mean returning calls and emails before the day ends.
3.4.6	Trainings and back up services	4%	Survey to be conducted = 100% or else 0%	
3.4.7	Problem Resolution	4%	<ul style="list-style-type: none"> ✓ Excellent= 100% ✓ Good (needs to be prompted twice) = 50% ✓ Poor (always needs to prompted) =0 	An excellent Consultant would mean being proactive and providing problem resolution without the need of being prompted.

4. Consultant Assessment Category

The Consultants shall be categorized into three categories as under:

Category	Score	Remarks
A	80-100	Recommended/Preferred Consultants
B	50-79	<ul style="list-style-type: none"> ✓ Consultants must be developed; ✓ Consider, but with mandatory debriefing on the short comings.
C	0-49	Consultants not qualified

5. Evaluation Period and Debarment

5.1 Evaluation period

The Performance evaluation shall be carried out after the award of any service till its closure.

5.2 Debarment of Consultants

Based on the assessment of consultants at the closure of each project, all non-performing Consultants shall be referred to the Debarment Committee as per the Debarment Rules 2019 of RGoB. The non-performing Consultants falling under category B and C shall be subjected to referral to the Debarment Committee and the decision of the Committee shall be final and binding.