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STANDARD BIDDING DOCUMENT

“LEASING OF ZOMLINGTHANGM RESTROOM”



DZONGKHAG ADMINISTRATION PUNAKHA

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## **PREFACE**

This Standard Bidding Document have been prepared by the Ministry of Finance to be used for the Procurement and Services through National and International Competitive Bidding in projects that are financed in whole or in part by the Royal Government of Bhutan (RGoB). It should be used in conjunction with the Procurement Rules and Regulations 2019. This document will come into effect from 1<sup>st</sup> July, 2023.

For any comments or clarifications on this Standard Bidding Document contact:

Government Procurement and Property Management Division  
Department of National Properties  
Ministry of Finance Royal  
Government of Bhuta

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**Invitation for Quotation (IFQ)**

Project Title: **Leasing of Zomlingthang**

**Restroom.**

Contract Ref: DAP/Pro-10/2024-2025

To:

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Dear Sir/ Madam,

1. The interested lessee based in Punakha Dzongkhag (ONLY). You are invited to submit your priced bid for the leasing of **“Empty Space and Restroom at Zomlingthang”**. The sets of tender document is available on the Dzongkhag website [www.punakha.gov.bt](http://www.punakha.gov.bt)
2. The bidder(s)/Lessee may quote for an item under this invitation. Contract shall be evaluated and awarded to the firm(s) offering the **“BEST”** evaluated price by the Dzongkhag Tender Committee.
3. The bidder(s)/lessee shall submit one original of the priced quotation with the Form of Bid and clearly marked **ORIGINAL**. In addition, the bidder(s)/lessee should also submit one copy marked as **COPY**. The quotation including all documents in the attached format should

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<sup>1</sup> The procuring agency shall specify the evaluation criteria and should use appropriately. It should be clarified that whether the evaluation will be done item wise or as whole package.

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be sealed in an envelope as required by PRR 2019 clause 5.1.7.2 and addressed to and delivered at the following address.

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

**To,**

**Dasho Dzongdag**

**Dzongkhag Administration Punakha**

4. The deadline for receipt of your quotation(s) by the Lessor at the indicated address is:  
**1/07/2024 on or before 10.30 am sharp** at Procurement Section.
5. Bids must be accompanied by a bid security an amount of **Nu: 8000/-** (Eight Thousand only) in the form of demand draft/cash warrant or Bank guarantee issued by the financial institution.
  - i. The Bid Security shall be valid for thirty (30) days beyond the bid validity period. In exceptional circumstances, prior to the expiration of the Bid validity period, the Employer may solicit the Bidder's consent to an extension of the Bid validity period. The request and responses shall be made in writing. The validity of Bid Security shall be suitably extended.
  - ii. Any bid not accompanied by a Bid-Security shall be treated as non-responsive and shall not evaluate the bid.
  - iii. The **Bid-Security** shall be forfeited:
    - a) If the lessee withdraws the Bid after Bid opening during the period of Bid validity.
    - b) If the lessee does not accept the correction of the Bid price as Clause per 7 (b) (iii);
    - c) In the case of a successful lessee, if the bidder fails submit within the specified time limit to sign the Agreement; or furnish the required Performance Security.

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<sup>2</sup> This option is generally not encouraged which should be used only in urgent situation and before initiating any procurement of this sort, the agency initiating this method should seek approval from the concerned higher authority.

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6. Quotation by fax or by electronic means (**are not**) acceptable
7. The quotation should be submitted as per the following instructions and in accordance with the attached Contract. The attached Terms and Conditions of Supply is an integral part of the Contract.
- a) PRICE: all prices shall be quoted in Ngultrum. The quoted price shall be inclusive of all related costs including taxes, duties and other levies to the final place of delivery.
  - b) EVALUATION OF QUOTATION: offers determined to be substantially responsive to the technical specifications will be evaluated by comparison of their quoted prices. In evaluating the quotations, the lessor 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 as quoted shall govern unless in the opinion of the lessee 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 winning bidder/lessee refuses to accept the correction, this quotation will be rejected and the bid security shall be forfeited.
  - c) AWARD OF PURCHASE ORDER: the award will be made to the bidder who is offering the “BEST” evaluated price in line with PRR2023. The successful bidder/lessee will sign a contract as per attached form-2 of contract terms and conditions.

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d) VALIDITY OF THE OFFERS: your quotation(s) shall be valid for a period of One year from the deadline for receipt of quotation(s).

8. Further information can be obtained from: [choneydorji@punakha.gov.bt](mailto:choneydorji@punakha.gov.bt)
9. The quotation(s) will be opened in the presence of bidders/lessee or their representatives who choose to attend at the specified venue and time as specified in the contract document on the same day at 11 am.
10. The lessor is not bound to accept the highest bid and reserves the right to accept or reject any or all the bids without assigning any reason whatsoever.
11. The lessee whose bid is accepted will be notified for an award of the contract by the Dzongkhag Administration prior to expiration of the quotation bid validity period. The terms of the accepted offer shall be incorporated in the work order **form- 5**.

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**Schedule of Items and Priced Quotation (bid form)**  
*[Describe below the items, unit and quantity of the goods required]*

S/No	Name/item code	Quoted price (Nu) per month (Lump Sum fixed)	Rates in words
1	<b>Leasing of Zomlingthang Empty Space (Restroom)</b>		

**Remark:** Visit the site and quote the price based on the prevailing market rates.

Total Amount in Nu. (in words)	<i>[Total Amount including all related costs.....]</i>
Leasing period	<i>1 years (extendable based on the performance)</i>

<b>Present Address:</b>	
<b>Name of Lessees:</b>	
<b>Contact No with email address</b>	
<b>Signature with official stamp/legal stamp</b>	
<b>Date of submission</b>	

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**Documents required to be submitted as part of the Quotation:**

The original and *copy (ies)* of quotation submitted by the lessee shall comprise of the following:

- (a) A duly completed and signed priced quotation as per the price schedule.
- (b) Bid- security.
- (c) Trade License registered in Punakha.
- (d) Tax Clearance.
- (e) Any other requirements specified in this document.

**“Terms and Conditions for the Leasing of Restroom”**

The Terms and Conditions hereinafter may only be varied with the written agreement of the Lessor and no terms and conditions put forward at any time by the lessee shall form any part of the Contract.

1. The Lessee shall be required to submit a performance security of **Nu10000** (Ten Thousand only) LUMP SUM in the form of cash warrant, demand draft or unconditional Bank Guarantee issued by a financial institution located in Bhutan, which shall be furnished upon signing the contract. Performance security shall be valid till the end of warranty period and will be returned after the end of warranty period.
2. The lessor may, by written notice, terminate the lessee (or Contract if applicable) in whole or in part at any time for its convenience:
  - a. If the Lessee fails to perform any other Terms and conditions specified as per the contract agreement specified.

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### **“Terms and Conditions for the leasing of Empty Space and Restroom at Zomlingthang”**

1. The Lessee has to deposit monthly rental charges Nu:..... to Punakha Dzongkhag CD account.
2. The Lessee shall collect a fee for the restroom on “**pay and use**” by charging not exceeding Nu.10 /- per person, however any increase and revision for the fee should be approved by the Dzongkhag administration depending on the increasing user traffic upon lessee proposal.
3. The Lessee shall maintain the toilet and be required to monitor the area regularly and ensure that sanitary items such as broom, bucket, jug, tissue paper, soap, disinfectants etc. are made available in the restroom at all times.
4. The Lessee shall be responsible for maintaining the cleanliness of the compound and surroundings at all times. Ensure that the restroom will be of the highest benefit and available to all visitors at all times.
5. The Lessee shall always use garbage collection truck services provided by the Dzongkhag Municipal and shall dump it properly.
6. The Lessee should ensure that the government properties are well taken care of and timely maintenance of minor maintenance and rectification works for the restrooms if required. For major maintenance works confining to major structural damages caused due to natural disasters and internal structural failures, the Dzongkhag Administration, Punakha will provide fund support, if available
7. The validity of this contract agreement is for **1 year**
8. The Lessee **shall not sublet** in part or whole without prior notification of the lesser. Failing which the performance security shall be forfeited and the contract shall be terminated thereof.
9. The lessee shall pay charges for electricity, water, sewerage, telephone, and any other services as per the bills received from the concerned agencies. On the expiry of the contract, the lessee must produce no-due clearance bills/certificates to the lesser for the facilities he/she has availed during his/her tenure.
10. If the lessee wishes to discontinue before the expiry of the lease period, the lessee shall give in writing (one month in advance) to the lesser or in lieu thereof pay one month’s rent. In a case that the lesser wishes to terminate the contract before the expiry of the lease period, a written notification shall be served, one month in advance.
11. The lessee shall pay a monthly rent by the 4<sup>th</sup> day of every calendar month, failing which a penalty of 24% shall be imposed in line with the financial norm. If the lessee fails to pay the monthly rent for three months consecutively, the performance security shall be forfeited and the lessee shall be terminated and awarded to the next evaluated bidders.
12. If the Administration receives any genuine complaint against the lessee, the Dzongkhag Tender Committee will look into the matter and issue a reprimand letter to the lessee if he

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was found guilty. However, if the lessee does not show any improvement after serving a reprimand letter, the administration will have the right to terminate the contract.

13. The lessee is authorized to run the retail business with valid trade license in their name and shall not be allowed to sublet to their relatives and third parties. The Dzongkhag administration shall verify and validate the authenticity of the lessee. If found breaching of the contract terms and conditions shall directly led to termination of contract without any justification and award the contract to the next best evaluated bid in line with the PRR2019.

14. The Lessee/operator shall only carry out lawful business activities according to the rules and regulations in force, and shall not trade abusive substances.

15. Dzongkhag Administration, Punakha and its designated representatives, and any other authorized government officials for the official purpose shall have the right to enter the restroom site, for inspection and monitoring the restroom management. The standard monitoring checklist will be used to monitor the management of restrooms

16. Ensure uninterrupted flow of water and power supply all the time

17. Ensure that the operator performs acceptably in dealing with the customers/users. Etc

18. The Lessee/operator will take full responsibility for maintenance needs arising out of irresponsibility or negligence.

19. Where the lessee/operator wants to further uplift the restroom site or construct any additional attached structures, the Dzongkhag Administration shall be informed of such plan/s.

20. The lessee/operator shall ensure that proper book of account has to be maintained for future reference.

21. The lessee/operator shall be solely responsible for procuring all the necessary approvals /licenses/permissions/authorizations required by it as per the Applicable Laws to operate and manage the restrooms for the entire term.

22. The lessee/operator will provide any informational updates to the Dzongkhag Administration as and when required.

23. Any dispute, arising in connection with the interpretation or implementation or purported termination of this Agreement shall refer as per the PRR 2023 and law of the land.

24. The terms and conditions are subject to review and alteration every year to keep them relevant to the situation and conditions of the time, upon agreement by both parties.

25. The other terms and conditions not covered by this document will be governed by the Procurement Rules and Regulations and financial norms. The bidders/Lessee should provide the correct contract address with contact no during the time tender submission in the given tender document. The committee decisions will be final and binding.

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### Performance Security

*[The bank, as requested by the successful Bidder/Lessee, shall fill in this form in accordance with the instructions indicated]*

Date: *[insert date (as day, month, and year) of Bid submission]*

IFB No. and title: *[insert no. and title of bidding process]*

Bank's Branch or Office: *[insert complete name of Guarantor]*

**Beneficiary:** *[insert complete name of Purchaser]*

**PERFORMANCE GUARANTEE No.:** *[insert number.....]*                      *Performance*                      *Guarantee*

We have been informed that *[insert complete name of Lessee.....]* (hereinafter called "the lessee") has entered into Contract No. *[Insert number.....]* dated *[insert day and month.....]*, *[insert year]* with you, for the leasing of empty space of BOC (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a Performance Guarantee is required.

At the request of the Lessee, we hereby irrevocably undertake to pay you any sum(s) not exceeding *[insert amount(s) in figures and words]* upon receipt by us of your first demand in writing declaring the Supplier to be in default under the Contract, without cavil or argument, or you needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This Guarantee shall expire no later than the *[insert number]* day of *[insert month]* *[insert year]*, and any demand for payment under it must be received by us at this office on or before that date. We agree to a one-time extension of this Guarantee for a period not to exceed *[six months]* *[one year]*, in response to the Purchaser's written request for such extension, such request to be presented to us before the expiry of the Guarantee.

*[signatures of authorized representatives of the bank and the Supplier]*

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## 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) ***[Dzongkhag Administration Punakha]***, the Government of Bhutan, incorporated under the laws of Bhutan] and having its principal place of business at ***[Punakha Dzongkhag Administration]*** (hereinafter called “the Lessor”), and
- (2) *[insert name of Lessee.....]*, a corporation incorporated under the laws of *[insert: country of Supplier/Lessee.....]* and having its principal place of business at *[insert: address of lessee.....]* (hereinafter called “the Lessee”.....).

WHEREAS the Purchaser invited Bids for certain Goods and ancillary services, viz., “***Leasing of Empty Space and Restroom at Zomlingthang***” and has accepted a Bid by the LESSEE for the RENTAL 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 Specifications);
  - (e) The Supplier’s/lessees Bid and original Price Schedules;
  - (f) The Purchaser’s Notification of Award of Contract;
  - (g) The form of Performance Security;
  - (h) Other related contract agreement.

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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 Lessor

**Signed: [insert signature]**  
**In the capacity of**

**(Thuji Tshering)**  
**DTC Chairperson**

**In the presence of [insert signature] [**

**Insert identification of official witness]**

**Procurement Officer**

For and on behalf of the Lessee

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

in the presence of *[insert signature,.....]*

*[insert identification of official witness.....  
...]*

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### **Bank Guarantee for Advance Payment**

*[The bank, as requested by the successful Bidder, shall fill in this form in accordance with the instructions indicated.]*

Date: *[insert date (as day, month, and year) of Bid submission]*  
IFB No. and title: *[insert number and title of bidding process]*

*[bank's letterhead]*

**Beneficiary:** *[insert legal name and address of Purchaser]*

**ADVANCE PAYMENT GUARANTEE No.:** *[insert Advance Payment Guarantee no.]*

We, *[insert legal name and address of bank]*, have been informed that *[insert complete name and address of Supplier]* (hereinafter called "the Supplier") has entered into Contract No. *[insert number]* dated *[insert date of Contract]* with you, for the supply of *[insert types of Goods to be delivered]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance payment is to be made against an advance payment guarantee.

At the request of the Supplier, we hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[insert amount(s) in figures and words]* upon receipt by us of your first demand in writing declaring that the Supplier is in breach of its obligation under the Contract because the Supplier used the advance payment for purposes other than toward delivery of the Goods.

It is a condition for any claim and payment under this Guarantee to be made that the advance payment referred to above must have been received by the Supplier in its account *[insert number and domicile of the account]*

This Guarantee shall remain valid and in full effect from the date of the advance payment received by the Supplier under the Contract until *[insert date<sup>4</sup>]*. We agree to a one-time extension of this Guarantee for a period not to exceed *[six months][one year]*, in response to the Purchaser's written request for such extension, such request to be presented to us before the expiry of the Guarantee.

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*[signature(s) of authorized representative(s) of the bank]*

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<sup>4</sup> *Insert the Delivery date stipulated in the Contract Delivery Schedule. The Purchaser should note that in the event of an extension of the time to perform the Contract, the Purchaser*

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*would need to request an extension of this Guarantee from the bank. Such request must be in writing and must be made prior to the expiration date established in the Guarant*

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