

STANDARD BIDDING DOCUMENT
Royal Government of Bhutan Ministry of Finance

2019



STANDARD BIDDING DOCUMENT

“LEASING OF THANGDZONA BACHOO”



DZONGKHAG ADMINISTRATION PUNAKHA

Royal Government of Bhutan Ministry of Finance

PREFACE

This Standard Bidding Document for the Procurement have been prepared by the Ministry of Finance to be used for the Procurement 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 1st 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 Bhutan

Invitation for Quotation (IFO)

Date 5 /9/2023

Project title: “**Thangzon Bachoo**”

Contract Ref: **DAP/Pro-10.2024-2025**

To:

Dear Sir/ Madam,

1. You are invited to submit your priced bid for the following items:

- i) **Thangzona Bachoo**

[Information on technical specifications and required quantities are attached]

2. The bidder(s)/Lessee may quote for any or all items under this invitation. Each item shall be evaluated and contract awarded separately to the firm(s) offering the “**BEST**” evaluated price for each item OR lot wise (package wise) depending on the situation by the 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

¹ 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.

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 purchaser at the indicated address is : **25/9/2024 on or before 10.30 am** (Procurement Section)
5. Bids must be accompanied by a **bid Security Nu: 30000/- (Thirty thousand only)** in the form of Cash Warrant, Demand Draft and Unconditional Bank Guarantee in name of Dasho Dzongdag issued by the any of the financial institution.
 - i. The Bid Securing 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 Securing shall be suitably extended.
 - ii. Any bid not accompanied by a Bid-Securing shall be treated as non-responsive
 - iii. The Bid-Securing shall be executed:
 - a) If the Bidder withdraws the Bid after Bid opening during the period of Bid validity.
 - b) If the Bidder does not accept the correction of the Bid price as Clause per 7 (b) (iii);
 - c) In the case of a successful bidder, if the bidder fails within the specified time limit to sign the Agreement; or furnish the required Performance Security.

² 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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- iv. In case Bid Securing is executed, the lessee shall deposit the bid security of Nu. 20000 **(Twenty Thousand only, Lump Sum fixed)** within 7 days from date of notification by Employer.
 - v. In case the lessee fails to comply 5 (iv), bidder shall be excluded from being eligible for Bidding or submitting Bid in any tender with the Employer for a period of two years.
- 1. Quotation by fax or by electronic means **(are not)** acceptable
 - 2. 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 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 as 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 winning bidder 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 that meets the specifications. The successful bidder/lessee will sign a contract as per attached form-2 of contract and terms and conditions of supply.

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- d) **VALIDITY OF THE OFFERS:** your quotation(s) shall be valid for a period of One year (360 days)_from the deadline for receipt of quotation(s).
3. Further information can be obtained from: www.punakha.gov.bt
4. 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.
5. 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.
6. The lessee whose bid is accepted will be notified of the award of contract by the Dzongkhag administration prior to expiration of the quotation validity period. The terms of the accepted offer shall be incorporated in the supply order **form- 5**.

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

| Sl | Item | Description & Details(<i>minimum specifications of goods to be supplied</i>) | Unit | Unit Rate (Nu. lump sum) | Rates in Words |
|----|-----------------|--|-----------|--------------------------|----------------|
| 1 | Thangzona Bacho | Monthly Rental for Thangzona Bacho | Per month | | |

| | |
|--------------------------------|--|
| Total Amount in Nu. (in words) | <i>[Total Amount including all related costs.....]</i> |
| Leasing period | One year |

| | |
|-----------------------|---------------------------|
| Signature of Supplier | Supplier's Official Stamp |
| Name of Supplier | |
| Date | |

Documents required to be submitted as part of the Quotation

The original and *copy (ies)* 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 License³;
- (c) A valid Tax Clearance Certificate;
- (d) Bid- securing
- (e) Technical Specification of the Goods to be supplied; and
- (f) Any other requirements specified in this document

"Terms and Conditions for the leasing of Bacho"

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

1. The bidder shall be required to submit a performance security of Nu: 50000/- (Fifty 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 quoted price shall include all taxes, duties, insurance and any other costs involved etc..
3. The Purchaser may, by written notice, terminate the Purchase Order (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.

³ The non-submission of historical (b & c) documents should not become rejection criteria and bidder should be allowed to submit again.

"Terms and Conditions for the leasing of Bacho"

4. The Lessee has to deposit Nu.....per month to Punakha Sports Association.
5. The Lessee shall collect a fee not exceeding Nu. 2,000/- (Two Thousand) only for a one-day archery match played at the range. To the maximum of Nu. 3500/-(Three thousand five hundred) only, shall be charged if the players prefer to have a target.
6. To the maximum sum of Nu. 30/- (thirty only) shall be collected, as Baa- fee during the daytime and Nu. 50/- during the night time as Baa and Electricity charges.
7. The successful bidder shall furnish the bid performance security of Nu. 50,000/-(**FIFTY THOUSAND**) only.
8. The Lessee shall maintain the Bacho regularly and change the target every after the 4th day of its use.
9. The Lessee shall be responsible for maintaining the cleanliness of the compound and surroundings at all times.
10. Smoking shall be restricted within the archery range and the lessee shall be responsible to provide designated smoking zone to the players.
11. The Lessee shall be responsible to provide smoke and smoke free zone in line with the government law. Smoking open space is prohibited within the smoke free zone shall be dealt as per law.
12. The Lessee shall always use garbage collection truck services provided by the Dzongkhag Municipal and shall dump it properly at the landfill
13. Any tournament shall be subject to prior approval from Dzongkhag Sports Association. The Leasee shall facilitate the authorized organizer.
14. The validity of this contract agreement is for **1 Year**.
15. 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.
16. 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.
17. 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.

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18. The lessee shall pay a monthly rent by the 5th day of every calendar month, failing which a penalty of 0.1% daily to a maximum of 10% in a week shall be applied. 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. The contract may then be awarded to the 2nd highest bidder.
 19. 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 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.
 20. The Lessee shall ensure that all players must strictly adhere to the covid protocols such as wearing a face mask, washing hands, and maintaining social distance while in the field for the safety during the time of pandemic as per the government notification.
 21. The Lessee shall ensure that all players must at all times be in proper national dress (full Gho) while playing the game.
 22. The lessee is authorized to sell only the following items in the Canteen. If he/she sells other items/goods apart from the list below, the item/ goods in the canteen will be confiscated:

- i. Food Items**
- ii. Pastries**
- iii. Biscuits/Cookies**
- iv. Tea/Coffee**
- v. Hard Drinks**
- vi. Cold Drinks**
- vii. Mineral Water**

18. The other terms and conditions not covered by this document will be governed by the Financial/Procurement Manual. The bidders shall sign in the tender register upon submission of tender and at the time of purchase with detailed contact Number, Name, and detailed addresses of the renderer. The committee member's decisions will be final and binding.

Performance Security

[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 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 Performance Guarantee number]*

We have been informed that *[insert complete name of Supplier]* (hereinafter called "the Supplier") has entered into Contract No. *[insert number]* dated *[insert day and month]*, *[insert year]* with you, for the supply of *[description of Goods and related Services]* (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 Supplier, 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]

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 *25th/ 09-2023*], 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 Purchaser”), and
- (2) *[Insert Name of Supplier.....]*, a corporation incorporated under the laws of *[insert: country of Supplier: Bhutan]* and having its principal place of business at *[insert: address of Supplier.....]* (Hereinafter called “the Supplier).

WHEREAS the Purchaser invited Bids for the supply of *[.....]* and has accepted a Bid by the Supplier for the supply of those Goods and Services for the FY 2023-2024 (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 Bid and original Price Schedules;
 - (f) The Purchaser’s Notification of Award of Contract;
 - (g) The form of Performance Security;
 - (h) Any other document(s) forming part of the Contract.
3. 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.
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.

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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

(Thuji Tshering)

Dzongda

In the presence of [insert signature]

**[insert identification of official
witness]**

(Choney Dorji)

Dz. Procurement Officer

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 name
and CID NO*

.....

Witness

Signature.....

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 date⁴]*. 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.

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

- ⁴ *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 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 Guarantee*
