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STANDARD BIDDING DOCUMENT

**“LEASING OF MSH (PUNAKHA SPORT ASSOCIATION) EMPTY SPACE”**



**DZONGKHAG ADMINISTRATION PUNAKHA**

**Royal Government of Bhutan Ministry of Finance**

**2019**

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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, 2019.

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

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**Invitation for Quotation (IFQ)**

Project title: **Lessening of (Punakha Multipurpose hall) BOC Empty Space.**

Contract Ref: **DAP/Pro-10.2023-2024/**

To:

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Dear Sir/ Madam,

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

**i) (MSH) BOC empty space (Enclosed Price schedule)**

*[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 (space) shall be evaluated and contract awarded separately to the firm(s) offering the “BEST” evaluated price for each item 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

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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 : **25/7/2023 on or before 10.30 am** (Procurement Section)
5. Bids must be accompanied by a bid securing
  - 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 Declaration 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 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 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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- iv. In case Bid Securing is executed, the lessee shall deposit the bid security of Nu: 10000/- (Ten Thousand only Lump Sum) within 3 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.
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 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  
Two year from the deadline for receipt of quotation(s).

8. Further information can be obtained from: [www.punakha.gov.bt](http://www.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.
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 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 work order **form- 5**.

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

Sl No	Name of Agency	Based charges per month	rental per Space	Rent per month Nu: (Lumpsum)	Rates in words
1	Municipal Office	6,030.00	832 sq.ft		
2	Store	27,035.00	2688 sq.ft		

Total Amount in Nu. (in words)	<i>Nu:</i>          <i>1 year</i>
Leasing period	

Signature of Supplier	<i>Suppliers official seal</i>
Name of Supplier	
Date	

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## 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 License<sup>3</sup>;
- (c) A valid Tax Clearance Certificate;
- (d) Bid- securing
- (e) Any other requirements specified in this document

## **“Terms and Conditions for the leasing of MSH (BOC) empty Space”**

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 Nu:20000 (Twenty 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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<sup>3</sup> The non-submission of historical (b & c) documents should not become rejection criteria and bidder should be allowed to submit again

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## “Terms and Conditions for the leasing of MSH (BOC) empty space ”

3. The Lessee has to deposit his rental charges per month to Punakha Sports Association.
4. The Lessee shall maintain the Space clean should ensure that the property are well taken care.
5. The Lessee shall be responsible for maintaining the cleanliness of the compound and surroundings at all times.
6. The Lessee shall always use garbage collection truck services provided by the Dzongkhag Municipal and shall dump it properly.
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 lessor 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 3<sup>rd</sup> 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.
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 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 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.



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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 *[inser.....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 Spaces of MSH (BOC)]* 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 Bid and original Price Schedules;
  - (f) The Purchaser’s Notification of Award of Contract;
  - (g) The form of Performance Security;
  - (h) The form of Bank Guarantee for Advance Payment;
  - (i) *[insert here any other document(s) forming part of the Contract]*
3. 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

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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 Lessor

**Signed: [insert signature]**

**In the capacity of**

**(Thuji Tshering)**

**Dzongda**

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

**(Pema Thinley)**

**Member Secretary**

**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*

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*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*

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