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STANDARD BIDDING DOCUMENT

# Procurement of Goods



**Royal Government of Bhutan  
Bumthang Sport Association (BSA)  
BUMTHANG**

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## **Preface**

This Standard Bidding Document for the Procurement of Goods has been prepared by the Public Procurement Policy Division (PPPD), Ministry of Finance to be used for the Procurement of Goods through National 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.

The instructions in italics and footnotes provided are for guidance and are not part of the document therefore it should be removed while preparing the bid document.

Those wishing to submit comments or questions on this Bidding Document or to obtain additional information on procurement can contact:

**Bumthang Sport Association (BSA)**  
**Bumthang: Bhutan**  
**Telephone # 06-631605**

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**Request for Quotation:**

**Package Identification- Leasing of Gym  
Hall in the Multi sports Complex at the  
Ugyen Wangchuck Stadium for the Year  
2019-2020**

**Procuring Agency:**

**BUMTHANG SPORT ASSOCIATION  
(BSA)**

22<sup>nd</sup> October 2019**Invitation for Quotation (IFQ)**

Project title: **Leasing of Gym Hall in the Multi sports complex at the Ugyen Wangchuck Stadium for the year 2019-2020.**

Source of Funding: **Royal Government of Bhutan (RGoB)**

Contract Ref:

Dear Sir/Madam,

1. You are invited to submit your priced bid for the:  
**Leasing of Gym hall in the multisport complex at the Ugyen Wangchck Stadium, Bumthang for the year 2019-2020 for the period of 12 months from the award of work order.**
2. The bidder(s) must quote for **Rental Price Schedule** under this invitation. Price quotations will be **evaluated as per the evaluation criteria as furnished below.**
  - a) Bid will be evaluated based on “highest quoted monthly rental charges” submitted by the bidders as per the rental price scheduled attached to award the work.*
  - b) The bidders shall submit all the required documents mentioned in the bidding documents. Failing to submit the asked documents shall lead to bid rejection*
  - c) The base line for monthly rental charges shall be a minimum of Nu.7500/- (Seven thousand five hundred) per month. All the bidders shall quote not less than the base line.*
  - d) The Bumthang Dzongkhag Tender Committee decision will be final & binding.**
3. The bidder(s) shall submit one original of the priced quotation with the Form of Bid and clearly marked **ORIGINAL**. In addition, the bidder(s) should also submit one copy marked as **COPY**. The bids shall be delivered in seal envelopes to the appropriate addressee and shall be marked “Confidential”. A “sealed envelope” shall mean that:
  - i. A bid shall be contained in an inner envelope sealed with adhesive or other sealant, which will prevent re-opening;

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- ii. The inner envelope shall be signed across the seal. The name of the bidder shall be written on the inner envelope.
    - iii. The inner envelope shall be placed inside a further outer envelope similarly sealed. On this outer envelope, only the addressee, the word “Confidential”, and any other relevant information in accordance with the bidding documents shall appear.
  
  4. Your quotation in the required format should be addressed and submitted to:  
**Chairman  
Dzongkhag Tender Committee  
Bumthang.**
  
  5. The deadline for receipt of your quotation(s) by the purchaser at the indicated address is **28<sup>th</sup> October, 2019, on or before 10:00 AM (Bhutan Standard Time) and will be opened on the same date at 11:00 AM (Bhutan Standard Time) at the Dasho Dzongrab’s Chamber.**
  
  6. The bid shall be accompanied by a lump sum bid security of **Nu. 30,000.00 (Ngultrum: Ten Thousand) only** in the form of Unconditional Guarantee issued by a reputed financial institutions or Cash Warrant or Demand Draft Account Payee addressing **President, Bumthang Sport Association (BSA), Bumthang** for a validity period of **60** days. Any bid not accompanied by bid security shall be treated as non-responsive to Invitation for Quotation and will be rejected without seeking further explanation.
  
  7. Quotation by fax or by electronic means **is not** acceptable.
  
  8. **Bidders have to fill up the Rental Price Schedule Forms in the original sheet provided by the Dzongkhag Administration without using extra forms or sheets.**
  
  9. 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.

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- 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 until the end of the contract period.
- 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 supplier 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 rental charges price that meets the specifications. The successful bidder will sign a contract as per attached form of contract and terms and conditions of supply.
- 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). **However, the rates will be valid only for the period till the contract end.**

10. Further information can be obtained from: **Dzongkhag Procurement Office, Dzongkhag Administration, Bumthang.**

11. The quotation(s) will be opened in the presence of bidders or their representatives who choose to attend at the specified venue and time. The **Power of Attorney** letter shall be asked if the representatives other than the legal owner attend the bid opening.
12. The Purchaser is not bound to accept the lowest bid and reserves the right to accept or reject any or all the bids without assigning any reason whatsoever.
13. The bidder whose bid is accepted will be notified of the award of contract by the purchaser prior to expiration of the bid validity period. The terms of the accepted offer shall be incorporated in the supply order (sample form attached).
14. The lump sum amount of **Nu. 30,000.00 (Ngultrum: Thirty Thousand) only** shall be retained as security deposit with the Dzongkhag Administration and shall be paid at the end of the contract period. The validity of security deposit should be one year.

**Schedule of Items and Priced Quotation (bid form)**

Bidders have to fill up the Bid Forms in original provided by the Dzongkhag Administration without using extra forms or sheets.

Contract Duration	<i>One Year from the date of contact signing agreement</i>
Warranty Provided	.....N/A.....

Signature of Supplier/Contractor	Supplier's Official Stamp
Name of Supplier/Contractor	
Date	

**Note:**

***Contract duration is extendable at the discretion of the Administration***

***The Evaluation and the comparison of the rates shall be based on the sum total of the whole package. You are required to quote the rates for all the items under this package. If you fail to quote for any of the given***

*item (s), your bid shall be considered non-compliance to the bidding instructions and will be rejected without seeking further explanation/information.*

### Specification of the Services Required

Sl	Item	Specifications
1	Operation of Leasing of Gym hall in the multi-sports complex at the Ugyen Wangchuck Stadium for the year 2019-2020.	1. Refer Terms & Condition of the Leasing of Gym hall in the multi-sports complex at the Ugyen Wangchuck Stadium, Bumthang.
Signature of Supplier:		Supplier's 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 Rental Price Schedule Form;
- (b) A copy of valid Trade License;
- (c) A copy of valid Tax Clearance Certificate;
- (d) The Original Bid security

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- (e) Power of attorney letter if the bid is signed other than the proprietor himself/herself to ensure legality of the bidding process.
  - (f) Any other requirements specified in this document.

**Terms and Conditions for Leasing of Gym hall in the multi -sports complex at the Ugyen Wangchuck Stadium, Bumthang.**

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 Supplier shall be required to submit a lump sum amount of Nu. 30,000.00 (Ngultrum: Thirty Thousand) only as a security deposit to the **Chairperson, Dzongkhag Administration, Bumthang** in the form of cash warrant, demand draft or unconditional Bank Guarantee issued by a financial institution located in Bhutan, which shall be furnished before signing the contract agreement. The performance security deposit shall be valid for one year.
2. The Gym facilities should open between 6:00 AM-09:00 PM (Bhutan Standard Time).
3. The Contract shall for the period of 12 months, equivalent to one year.
4. The owner shall be responsible to bear their monthly electricity bills.
5. The owner of the gym shall be responsible to bear water bills.
6. The owner shall be responsible for any damages made to the properties.
7. The owner shall be responsible to replace the damaged properties within a week's time.
8. Any misplacement and damaged properties is subjected to be informed and replaced at the earliest.
9. The owner is fully responsible to segregate waste into degradable and non-degradable waste and also manage all kind of waste accordingly.
10. Ensure daily cleanliness in and around the space.
11. Ensure no entertainment programs shall be conducted within the hall.
12. Ensure trained technical mentor to be deployed for imparting safe use of gym amenities.
13. Any casualties due to lack of improper handling of gym shall be at owner's risk.
14. The gym amenities are at owner's risk.
15. Use of any contraband substances and liquors in the hall is strictly prohibited.

16. Entertaining programs, such as gambling, parties, discos etc are strictly prohibited.
17. Ensure any chaotic dispute and conflicts to be managed in accordance to the law of the Nation.
18. The owner shall deposit a sum of Nu. (*Refer an agreement drawn between procuring agency & the supplier*) on or before fifth day of every month as a Rental Charges to the Bumthang Sport Association Accounts, failing to which the penalty of 0.01% each day of delay to a maximum of 10% of the rent in a week shall be applied. If the service provider fails to pay the rent for a three consecutive months the Performance Security of Nu. 30,000.00 (Ngultrum: Thirty Thousand) only shall be forfeited and terminate the contract accordingly.
19. A notification to vacate the gym hall will be served before three months or if the owner intends to leave the space must give a notice three month before hand.
20. The baseline of monthly rental charges shall be not less than **Nu. 7,500 (Seven thousand five hundred)**. **The bidders must not quote less than the prescribed baseline.**
21. **The contract shall be renewed for the subsequent two years by the DTC upon the thorough review of the performance.**
22. **The gym hall should not be sublet to any other party at any times.**
23. **The modification including partitioning of the gym hall etc is strictly prohibited.**
24. **The gym owner is fully responsible for the gym equipment and that the Dzongkhag administration/Bumthang Sports Association is not required to procure the gym equipment at end of contract period from the gym owner.**
25. The canteen space shall not be used for gambling, discos, parties, political and religious meetings.
26. The Dzongkhag Tender Committee's decision on any matter shall be final and binding.

**Rental Price Schedule of Leasing of Gym hall at Multi-sports complex for the Ugyen Wangchuck Stadium, Bumthang for the year 2019-2020.**

Sl No	(I) Rent Per Month (Nu.)	(II) Discount (Nu.)	Total rent per month (Nu.) (I-II)	Remarks
1				

**Note: Overwriting rate will result in rejection of the bid without any information to the bidders.**

**Name of the Bidder: .....**

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**Address:** .....

**Contact Number:**.....

**Mail Address:** .....

**(Seal & Sign of the Proprietor)**

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

WHEREAS the Purchaser invited Bids for certain Goods and ancillary services, viz., *[insert brief description of Goods and Services.....]* and has accepted a Bid by the Supplier for the supply of those Goods and Services in the sum of

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*[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); (**List of items**)
- (e) The Original Supplier’s Bid security
- (f) The Purchaser’s Notification of Award of Contract;
- (g) The form of Performance Security;
- (h) *[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 provisions of the Contract.

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:.....  
in the capacity of.....

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in the presence of .....  
*in the capacity of*.....

For and on behalf of the Supplier

Signed: .....  
in the capacity of.....

in the presence of.....  
*Witness*.....

## **Bid Security (Bank Guarantee)**

*[The Bank shall fill in this Bank Guarantee Form in accordance with the instructions indicated.]*

\_\_\_\_\_  
*[insert Bank's Name, and Address of Issuing Branch or Office]*

**Beneficiary:** \_\_\_\_\_ *[Name and Address of Purchaser]*

**Date:** \_\_\_\_\_

**BID GUARANTEE No.:** \_\_\_\_\_

We have been informed that *[insert name of the Bidder]* (hereinafter called "the Bidder") has submitted to you its Bid dated (hereinafter called "the Bid") for the execution of *[insert name of Contract]* under Invitation for Bids No. *[insert IFB number]* ("the IFB").

Furthermore, we understand that, according to your conditions, Bids must be supported by a Bid Guarantee.

At the request of the Bidder, we *[insert name of Bank]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[insert amount in figures]* (*[insert amount in words]*) upon receipt by us of your first demand in writing accompanied by a

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written statement stating that the Bidder is in breach of its obligation(s) under the Bid conditions, because the Bidder:

- (a) has withdrawn its Bid during the period of Bid validity specified by the Bidder in the Form of Bid; or
- (b) having been notified of the acceptance of its Bid by the Purchaser during the period of Bid validity, (i) fails or refuses to execute the Contract Form; or (ii) fails or refuses to furnish the Performance Security, if required, in accordance with the Instructions to Bidders.

This guarantee will expire: (a) if the Bidder is the successful Bidder, upon our receipt of copies of the contract signed by the Bidder and the Performance Security issued to you upon the instruction of the Bidder; or (b) if the Bidder is not the successful Bidder, upon the earlier of (i) our receipt of a copy of your notification to the Bidder of the name of the successful Bidder; or (ii) twenty-eight days after the expiration of the Bidder's Bid.

Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

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*[signature(s)*

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## 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)<sup>1</sup> 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]*,<sup>2</sup> 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]*