

**STANDARD BIDDING DOCUMENT**

**Procurement of services**



**Royal Government of Bhutan**  
**Ministry of Finance**

**DZONGKHAG ADMINISTRATION, MONGAR**

**ROYAL GOVERNMENT OF BHUTAN**  
**Dzongkhag Administration**  
**Mongar**

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***Tender Form***

1. Name of the Work: **Re-Tender for Lease of Cafeteria at Sengor for Five(5) Years.**
2. Name of the Supplier: .....
3. Address of the Supplier: .....
- Phone No.: ..... Fax No.: ..... Mobile No.: .....
4. Earnest Money Deposit: Nu. 20,000.00 EMD No.: .....
5. Tender Document available on Dzongkhag website from: 5<sup>th</sup> October 2018 to 19<sup>th</sup> October 2018.
6. Date of Tender Submission: on or before 11.00 AM of 19<sup>th</sup> October 2018 (Friday).
7. Date of Bid Opening: 11.30 AM of 19<sup>th</sup> October 2018 (Friday).

***Instruction to Bidders***

Dzongkhag, Administration, Mongar, wishes to receive sealed bids from registered firms for leasing of Coffee Shop at Sengor on monthly rental basis against our advertisement number Mongdzong/Proc-11/2018-2019/569, dated 4<sup>th</sup> October 2018. You are requested to submit the bid as per the terms and conditions mentioned thereof.

**1. Deadline for Bid Submission.**

The sealed bid should be addressed to Chairman, Dzongkhag Tender Committee, Mongar and submit to the Procurement Office on or before 11:00 AM on 19<sup>th</sup> October 2018.

**2. Eligibility of Bidder**

Each bidder shall submit only one bid either by owner or by a responsible officer in the management of the company having the power of attorney. A bidder who submits or participates in more than one bid will be disqualified.

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### **3. Clarification of Bidding Documents**

The bidder shall not be allowed to seek any clarification on the bidding documents in person. Any bidders requiring clarification of the bidding documents may notify the same to the Chairman, Tender Committee of Dzongkhag Administration, Mongar in writing.

### **4. Amendment of Bidding Documents**

The Client, Dzongkhag Administration, Mongar, shall reserve the right to amend or modify the bidding documents for any reasons by issuing addendum either in its own initiative or in response to a clarification request from a prospective bidder any time prior to the deadline for submission of bids.

### **5. The cost of Bidding**

The bidder shall bear all costs associated with the preparation and delivery of its bid, and the purchaser (Dzongkhag Administration, Mongar) will in no case be responsible or liable for the costs thus incurred.

### **6. Rent for the Shop**

Only shop space shall be leased out depending on who is willing to bid the highest amount.

### **7. Contract Period**

The shop shall be leased for a period of **Five years** with effect from the date of signing of contract agreement.

### **8. Terms & Conditions**

1. The bidders are required to submit the photocopy of valid trade license, tax clearance certificate and other relevant documents.
2. The bidder has to quote the rate on the basis of rent per month.
2. The bid security of **Nu. 20,000.00** only in the form of demand draft or cash warrant should be submitted along with the bid, in favour of the Chairman, Dzongkhag Administration, Mongar as Refundable deposit.
3. The bid security of unsuccessful bidders shall be discharged/returned as promptly upon the award of the contract, but in event not later than sixty days after the expiry of the bid validity. No bank guarantee shall be accepted. Not fulfilling these criteria will result in

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the bids being rejected.

4. The bid security of the successful bidder shall upon the bidders executing the contract and furnishing the bid performance security of FIVE MONTHS QUOTED RENT.
5. The Lessee shall not sublet the shop in part or whole without the prior notification of the Lesser failing which the performance security of two months quoted rent only shall be forfeited and the contract shall be terminated thereof.
6. The lessee shall pay for electricity, water, sewerage, telephone and any other services as per the bills received from the concerned agencies. On expiry of the contract the lessee must handover the shop to the lesser with details of the above payment.
7. If the lessee wishes to vacate the shop before the expiry of lease period, the lessee shall give in writing (one month in advance) to the lesser or in lieu thereof pay one month's rent. If the leaser wishes to terminate the contract before the expiry of the lease period a written notification shall be served, one month in advance.
8. The Lessee shall be allowed to sell only food, tea, coffee and packed snacks as listed in BoQ. The sales of any other items (e.g. Narcotic drugs, Doma Pan, Cigarette, Tobacco, Groceries etc.,) shall not be permitted.
9. The lessee shall handover the shop to the lesser with all fittings and fixtures listed in the inventory in working/functional conditions at the expiry of the lease.
10. The lessee shall pay the monthly rent by the 1st week of 5th day of the every calendar Month, failing which the 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 a three consecutive months, the performance security shall be forfeited and terminated and contract shall be awarded to the 2nd highest bidder.
11. The successful lessee should maintain the cleanliness in and around the coffee shop area
12. Only the following items shall be sold in the cafe. In case of non-compliance, other goods in the café will be confiscated:
  - a) Food Items
  - b) Tea/Coffee
  - c) Mineral Water
  - d) Shakes: Milk/Vanilla/Fruits etc
  - e) Biscuits/Cookies

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- f) Pastries
- g) Cold Drinks

14. Any dispute shall be settled in the court of law of the Kingdom.

## **9. Bidding Document**

The goods required, bidding procedure and contract terms are prescribed in the bidding document. In addition to invitation of bids, the bidding documents include.

- Tender forms
- Terms and conditions (TOR)
- Price Schedule

The bidders are required to examine the bidding, including all instructions given in the 'terms and conditions', and the 'Rates and specifications'. Failure to furnish all information required by the bidding documents or a submission of a bid not substantially responsive to the bidding documents in every respect will result in the rejection of the bid. In case of any error made in the rate column, the bidder is required to countersign on it, failing which the bids shall be rejected without any further notification.

## **10. Late Bids**

Any bid received by the purchaser after the deadline for submission of bids prescribed by the purchaser, pursuant to clause 1, will be declared "Late" and shall be rejected and returned unopened to the bidder.

## **12. Format and Signing of Bids**

The bidder should submit two copies of the documents (ORIGINAL and COPY)  
All bid forms accompanying the tender documents and rate forms should be signed with official seal. The name and position held by the person signing the bid must be written below the signature. (Name, signature & company seal are compulsory).

## **13. Bid Opening**

The bid will be opened on Friday at 11:00 am on 19th October 2018 in presence of interested bidders' representatives and tender committee members Dzongkhag Administration, Mongar.

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**14. Bid Validity**

The bid is valid for a period of 2 months from the date of entering into rate contract agreement.

**15. Taxes and Duties**

The firm shall be entirely responsible for taxes, stamp duties and other levies/ duties etc. payable unless otherwise specifically exempted by the Department of Revenue and Customs.

**16. Forfeit of Bid Security**

The bid security shall be forfeited:

- a. if a bidder withdraws its bid during the period of bid validity.
- b. if a bidder does not accept the arithmetical correction
- c. if the bidders fails to sign the contract.
- d. if a bidder fails to furnish the performance security.

**17. Signing of Contract**

The successful bidder(s) is/are required to contact this office to sign the contract agreement within fifteen working days from the date of issuance of notification of award along with performance security, failing which the contract shall be terminated and forfeit the earnest money and award the contract to the 2nd highest bidder.

**18. Rejection of Tender Documents**

The Client, Dzongkhag, Administration, Mongar reserves the right to reject the tender documents if the following documents are not submitted:

- a. Forwarding letter
- b. Signed Bid Form
- c. Earnest Money

**19. Other Terms and Conditions**

The other terms and conditions not covered by this document will be governed by the Financial/Procurement Manual. The bidders should 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 tenderer. The committee member's decision will be final and binding.

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**Price Schedule**

Your Offered Rent Per Month:

Nu. :.....( in figure)

Nu.:.....  
.....(in  
words)

(Name & Signature with Seal of the Bidder)