

"Bidding Document for Operation of Toilet at Ka Ja Throm,  
Thimphu"

# Bidding Document for Operation of Toilet at Ka Ja Throm,

## THIMPHU

Bidder's seal and signature



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## 1. Scope of Bid

1.1 The KaJa Throm Management (*hereafter referred to as the Procuring agency*); wishes to receive bids for operation of Toilet (Upper Floor/Ground Floor, Tick the one you are applying for) at the KaJa Throm, Thimphu. The Procuring agency reserves the right to rent the toilets as defined in these bidding documents (*hereafter referred to as the works*).

1.2 The successful bidders will be expected to operate the toilet immediately from the date of issuance of the work order and contract signing.

## 2. Eligible Bidders

2.1 This invitation to bid is open to Bhutanese National who has a valid trade license for cleaning services.

## 3. Qualification of the Bidders

To be qualified for award of contract, the bidder shall:

a. Submit the valid trade license (cleaning service). If the Trade license is under renewal, a certificated to this effect issued by the concerned authority should be submitted.

3.1 Bidders must fill the Bill of quantity and Bid form with correct information

3.2 Any bid found to be furnishing incorrect information during the evaluation time will be rejected and disqualified.

## 4. One bid per bidder

4.1 Each bidder shall submit only one bid. A bidder who submits or participates in more than one bid will be disqualified.

## 5. Cost of bidding

5.1 The bidder shall bear all the cost associated with the preparation and submission of its bid and the Procuring agency will in no case be responsible or liable for these costs.

## 6. Site visit

6.1 The bidders are advised to visit and examine the site of works and its surroundings and obtain all the information for himself of its own responsibilities that may be necessary for preparing the bid and entering into the contract for running the toilets. The cost of visiting the site shall be at the bidder's own expense and at his own risk.



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## 7. Contents of the bidding documents

7.1 The bidding documents are those stated below and they should be read in conjunction with any addenda issued.

### Section:

1. Invitation for bids
2. Instruction to bidders
3. Conditions of contract
4. Bill of Quantity
5. Form of bid
6. Form of Agreement and Declaration
7. Standard form of letter of acceptance

✓ **The bidders are expected to examine carefully the contents of the Bidding documents.**

## 8. Clarification of the Bidding documents

8.1.1 A prospective bidder requiring any clarification of the bidding document may notify the Procuring agency in writing or email at the Procuring agency's address specified or indicated in the section 1, Invitation for Bids. The Procuring agency will respond to any request for clarification which it receives earlier than 2 days prior to the deadline for submission of bids.

## 9. Language of Bid

9.1 The bid and all correspondence and documents, related to the bid, exchange between the bidder and the Procuring agency shall be written in the English language.

## 10. Bid prices

10.1 Bid price shall be the rate quoted by the bidders in the bid form and that shall be the monthly rental system.

10.2 The Bidder shall fill their respective rates in the Bill of quantity described in the section VIII of the bidding document.

10.3 The rates quoted by the bidders in the Bill of quantity shall be fixed and are not subject to adjustment during the performance of the contract.

10.4 The rate quoted by the bidders should include the vendors as they will not be provided free toilet facilities.





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### **11. Currency of Bid and Payment**

The rates shall be quoted by the bidder entirely in Ngultrum and the payment should also be made in Ngultrum.

### **12. Bid validity**

Bids shall remain valid for a period of 2 years

### **13. Bid security**

13.1 The bidder shall furnish as a part of its bid, a bid security of 2months rent as per his or her quoted amount for the Toilet.

13.2 The bid security shall be in the form of bank draft and any bid not accompanied by an acceptable bid security shall be rejected by the procuring agency as non-responsive.

13.3 The bid securities of the unsuccessful bidders will be returned only after the signing of the contract agreement with the successful bidders.

13.4 The bid security of the successful bidders will be kept as a security deposit with CFM account till the expiry of the contract work.

### **14. Submission of Bids**

14.1 The bidding document should be sealed in an envelope and addressed to the procuring agency in the following address.

**Dy. Manager  
KaJa Throm Management Office  
Thimphu: Bhutan**

14.2 The Envelop should have initial signature of the bidder near the sealed area.

### **15. Deadline for submission of bid**

15.1 Bids must be submitted on or before 10:30 AM on August 22, 2024.

### **16. Late bids**

16.1 Any bid submitted after the deadline prescribed in clause 16 will not be accepted.

### **17. Modification & withdrawal of bids**

17.1 The bidders will not be allowed to modify their bids once it is submitted and however, they will be allowed to withdraw their bids before opening after submission of written application to the procuring agency at the above-mentioned address.



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## 18. Bid opening

- 18.1 The tender opening committee will open the bids in the presence of the bidder or bidder's representative who choose to attend the tender opening at 10: 30 AM on August 22, 2024 in the KaJa Throm Conference Hall, Thimphu.
- 18.2 The Bidders or their representatives present shall sign a register evidencing their attendance.

## 19. Process to be confidential

- 19.1 Information relating to the examination, clarification, evaluation and comparison of the bids and recommendations for the award of contract shall not be disclosed to any bidders or any other persons not officially concerned with such process until the award to the successful bidder has been announced.
- 19.2 Any effort by a bidder to influence the procuring agency's processing of bids or award decision may result in the rejection of the bidder's bid.

## 20. Clarification of bids

- 20.1 To assist in the examination, evaluation and comparison of bids, the procuring agency may at its discretion ask any bidder for clarification of its bid.
- 20.2 The request for clarification and response shall be in writing or through email but no change in the bid price shall be sought.

## 21. Preliminary Examination of Bids.

- 21.1 Prior to the detailed evaluation of bids, the employer will determine whether each bid:
1. Meet the eligibility criteria
  2. Has been properly signed
  3. Is accompanied by the required securities
  4. Is substantially responsive to the requirements of the bidding documents.
  5. Provides any clarification
- 21.2 A responsive bid is the one which conforms to the terms, conditions and specification of the bidding documents.
- 21.3 If the successful bidders, do not response in given time frame, the procuring agency will reject the award. The bid security will be forfeited and award to the next highest bidder.





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### **22. Evaluation and comparison of Bids**

- 22.1 The procuring agency will evaluate and compare only the bids determined to be responsive in accordance with clause 22.
- 22.2 The tender committee shall choose the highest quoted amongst the bids.

### **23. Awards**

- 23.1 The procuring agency will award the contract to the bidder whose bid has been determine to be substantially responsive to the bidding documents and who has offered the highest bid price as quoted in the Bill of quantity and Bid form.

### **24. Notification of award**

- 24.1 The Procuring agency will notify the successful bidder by email or registered letter that its bid has been accepted. This letter (*hereafter called the "Letter of Acceptance"*) shall name the sum which the bidder has to pay to the Procuring agency for the monthly rent of the toilets.
- 24.2 The Procuring agency will also notify those unsuccessful bidders by email or registered letter.

### **25. Signing of Agreement**

- 25.1 At the time the Procuring agency notifies the successful bidder that its bid has been accepted, the Procuring agency or the tender committee shall call on the bidder to the Office, KaJa Throm for signing the Agreement between the two parties. Within 3 days of receipt of such notice, the successful bidder shall sign and complete all the formalities of the Agreement.

## **ARTICLE I-General provision**

### **A. Definitions**

The following words shall be construed in accordance with the meanings assigned to them except when a different meaning is clearly intended.

- a. **Contract** -the signed agreement between the Procuring agency and the operator and is deemed to include the following.
- Instructions to the bidder
  - Condition of contract
  - Form of bid
  - Letter of acceptance
  - Bill of Quantities
  - Form of Agreement
  - Any and all addenda as may be expressly incorporated in the Letter of acceptance.



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- b. **Procuring agency-** The KaJa Throm, Management Office, Thimphu who lease out the toilets to the operators.
- c. **Operators** – who is engaged by the Procuring agency to operate the toilets at KaJa Throm.
- d. **Parties-** refer to both Procuring agency and the operator.
- e. **Works-**what the Procuring agency requires the tenant to do under the contract.
- f. **Specifications-**means the specification of work included in the contract.
- g. **Bid price-** is the price stated in the bid form.
- h. **Commencement date-**the date indicated in the notice to proceed as the date for commencement of work.
- i. **Expiry date-** the date on which the contract terminates by itself.
- j. **Site-** means the place provided by the Procuring agency where the works are to be executed.

### B. Language and enforcement of contract

The contract is executed in English. Enforcement of the contract will be in accordance with Bhutanese laws and any dispute not settled by arbitration shall be brought to the Bhutan court having jurisdiction thereof.

### C. Settlement of Disputes

Disputes arising from the implementation of the provision of the contract shall be settled first by negotiations between the parties in order to arrive at the amicable settlement. If negotiation fails, the matter will be settled by arbitration, whereby each of the parties will be entitled to appoint one arbitrator, and a third one to be appointed by mutual of the parties. If either the Procuring agency or tenant fails to appoint a representative or if both of them cannot agree on the appointment of a third member within 30 days from the date of agreement to refer the matter for arbitration, then the case will be referred to the proper court in Bhutan for adjudication.

### A. Procuring agency's General Obligations

#### 1. Approvals, Authorizations

The Procuring agency shall not unnecessarily withhold or delay giving any approval, authorization, instructions or notices as may be required of him under the provision of the contract. Any issue, problem, or matter submitted to him for consideration or decision may be addressed promptly and decisively.

#### 2. Examination of work

The Procuring agency shall determine whether the work is being executed in accordance with the provision of the contract.

The KaJa Throm Management will monitor the operation of toilet pertaining to hygiene, quality and other toilet items. The tenant shall





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comply the CFM Management Rules and Regulation -2018 at all times until replaced by the new rules and regulation issued by the Ministry of Agriculture and Livestock.

### **3. Electricity and Water supply**

The Procuring agency shall provide electricity and water supply especially during the working days.

## **B. Tenant’s General Obligations**

### **1. Monthly Rent:**

- a. The operator shall pay a monthly rent as quoted amount on or before 5<sup>th</sup> day of the next month. If fails, the operators should pay penalty of Nu.100 per day.
- b. The monthly rent delays by two months, the operators will be terminated and next highest bidders will be call for negotiation.

### **2. Care of Toilet**

The operator shall assume full responsibility for the care and protection of the toilets from the date of commencement till the termination/expiry of the contract. Any damage occurring to the toilet during this period, the recovery shall be made from the security deposit of the tenant. The tenant shall obey the CFM Rules and Regulations, 2018 and any other Government legislation relevant to his/her activity.

### **3. Commencement date**

The Procuring agency shall issue a notice to proceed which will be the basis for commencement of the work by the operator. The operator should start work not later than the date indicated in the notice to proceed.

### **4. Extension of the contract period by the Procuring agency.**

For the extension of the contract period the operator shall give a written notice before 2 months from the date of expiry of the contract to the Procuring agency.

The Procuring agency and DAMC (MoAL) shall extend the contract period only if the

- i. Operator pays the rent on time during the contract period.
- ii. Operator obeyed the CFM Rules and Regulation 2018 during the contract period.
- iii. Operator should keep the toilet need and clean during the entire contract period.





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### **3. Termination of Contract by the Procuring agency**

The Procuring agency may terminate the contract upon Thirty Days (30) advance notice to the tenant on the ground that:

- a. the operator should not pay the rent for the last month.
- b. the operator sublet the toilet to other operators.
- c. the operator has boycotted any one of the clauses in this contract document for more than thrice.
- d. Non compliance to the rules and regulation nor follow directives from the KaJa Throm and DAMC, MoAL

### **4. Termination of the contract by the tenant.**

If the operator doesn't want to continue his/her work then he/she may terminate the contract upon thirty (30) days' notice to the Procuring agency.



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**Section V**

**Bid Form**

[Note: Bids shall be rejected if the bidder fails to complete the bid form.]

Name of contract: Operation of Toilet (Ground Floor/Upper Floor) at KaJa Throm,  
Thimphu

The Manager  
KaJa Throm  
Thimphu: Bhutan

Sir,

1. Having examined the Condition of Contract, Bill of quantities for the execution of above-mentioned work we, the undersigned offer to execute such works with the condition of contract, Bill of quantity at the monthly rent of Nu. .... [ in figure].....  
.....[in words].

2. We undertake, if our Bid is accepted, to commence the works as soon as possible after the receipt of the Procuring agency's notice to proceed the work comprised in the contract within immediately from the commencement date.

3. We agree to by this Bid for the period of .....days from the date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiration of the period.

4. Unless and until a formal agreement is prepared and executed, this Bid, together with your written acceptance thereof, shall constitute a binding contract between us.

We understand that you are not bound to accept the highest bid or any bid you may receive.

Dated this .....day of .....2024

Signature.....in the capacity of .....



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duly authorized to sign bids to and on behalf of

.....

**[ In Capitals]**

**Address**

.....  
.....  
.....

**Witness**

**Name:**.....

**Signature:**.....

.....

**Address:**

.....  
.....  
.....

**Occupation:**

.....  
.....  
.....





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**Form of Agreement**

[Note: Bidders should not complete the form of agreement at this time. Only the successful bidder will be required to complete the form.]

**TENANCY AGREEMENT**

This **TENANCY AGREEMENT** is executed at KaJa Throm Thimphu, on \_\_\_\_\_ (Day) of \_\_\_\_\_ (Month) of \_\_\_\_\_ (Year)

**BETWEEN**

The KaJa Throm Management Office, the Procuring agency of the Ground/Upper Floor Toilet no. \_\_\_\_\_ herein after called the **LESSOR** which expression shall, unless repugnant to the context or meaning hereof, mean and include its executors and legal representatives of the **First Party**.

**AND**

Mr./MS/The \_\_\_\_\_ herein after called \_\_\_\_\_ / **LESSEE** which expression shall, unless repugnant to the context or meaning hereof, mean and include its legal representatives of the **Second Party**.

**WHEREAS** the KaJa Throm Mgt. Office is the Procuring agency of the Toilets (ground/upper floor) described above.

**AND WHEREAS** Mr./Ms./The \_\_\_\_\_ is only operator of (upper/ground floor) toilets of the KaJa Throm Management Office described above.

**NOW, THEREFORE, THIS AGREEMENT WITNESSES AS follows:**

In this Agreement words and expression shall have the same meanings as are respectively assigned to them in the condition of contract hereafter referred to.

The following documents shall be deemed to form and be read and constructed as part of this agreement:

1. The letter of Acceptance,
2. Notification for the award of work,
3. The said bid,
4. The condition of contract,
5. Bill of quantities



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The Procuring agency is willing to lease out the Toilets (upper/ground floor) as given in the bidding document and Mr./Ms/The \_\_\_\_\_ is willing to take the same at the monthly rent of Nu. \_\_\_\_\_/- ( \_\_\_\_\_ ) only with effect from \_\_\_\_\_ 2024.

That Mr./Ms/The \_\_\_\_\_ shall pay the monthly rent directly to the KaJa Thom Management Office by bank draft/cheque/mBoB/ in cash to the KaJa Throm Management,

1. That Mr. /Ms/ The \_\_\_\_\_ shall pay the stipulated rent latest by 5th working Day of the following month and if it is not paid within the set deadline, he/ she/ they shall be liable for a penalty of Nu. 150 per day till subsequent month. Failure to pay rent beyond subsequent two months shall result in termination of the contract, forfeiture of the security deposit along with recovery of due rental charges.
2. That in addition to the rent Mr/Mrs/The \_\_\_\_\_ shall pay utility charges to appropriate authorities.
3. That Mr./Mrs./The \_\_\_\_\_ shall be required to deposit two months' rent for the toilet towards the rental and damage security and the amount collected shall not earn any interest. The deposit shall be refunded at the time of vacation of the toilet subject to adjustment of damages and recovery of dues, if any.
4. That Mr./Mrs./The \_\_\_\_\_ shall use toilet for the purpose it is intended for.
5. That the properties of the toilets shall be at the LESSEES own risk.
6. That the agreement is entered into for a period of \_\_\_\_\_ months from the date of execution of the instrument and it may be renewable upon written request by the LESSEE before one month from the date of expiry of contract.

### Bidder's seal and signature

7. That the operator shall handover the Toilet to the KaJa Throm Management Office with the fittings as per list attached to this agreement at the time of vacation of space.
8. That the operator shall go through all the provisions of the CFM Rules and Regulations November -2018 before signing the agreement



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9. That both KaJa Throm Management Office and Operator shall abide by the Centenary Farmers Market Rules and Regulations November 2018.
10. That the tenant shall not sublet his/ her space to anybody else or any other party.
11. That if the LESSEE/ LESSOR /.....for any reason whatsoever wants to vacate/takeover the space either party should serve 30 days advance vacation notice in writing to that effect.
12. The KaJa Throm Management Office will not take responsibility for the settlement of transaction dispute between the customers and the lessee.

IN WITNESS WHEREOF the parties have signed this document on the date first above written in presence of the following witnesses:

1. For Procuring agency

2. For Operator

Authorized Signature

Date & Place:.....

Authorized Signature

Date & Place:.....

**In presence of:**

Signature:.....

Name:.....

Date & Place:.....

(Witness to Employers Signature)

Signature:.....

Name:.....

Date & Place:.....

(Witness to Employers Signature)





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**DECLARATION**

Ref: Toilets No. \_\_\_\_\_ Kaja Throm, Thimphu.

Today on the \_\_\_\_\_ DAY of the \_\_\_\_\_ MONTH of YEAR, I \_\_\_\_\_  
son / daughter of \_\_\_\_\_ holding Citizenship ID Card No.  
\_\_\_\_\_ and valid Trade License No. \_\_\_\_\_ have entered into  
Tenancy Agreement with the Procuring agency, Kaja Throm, for a period of \_\_\_\_\_  
months. I confirm that I read and understood all the terms and conditions of the  
Tenancy Agreement and undertake to abide by the same. I also undertake not to  
sublet or mutually transfer the store to anybody including my relatives in case I  
relocate myself. I will hand over the store to the Kaja Throm Office immediately on  
my relocation.

In case of any irregularity on my part, the Tenancy Agreement will become void and  
I undertake to vacate the toilets as and when required upon the Kaja Throm Office  
serving notice after clearing all my dues. In case of failure to vacate the toilets, the  
Kaja Throm Office can take appropriate action against me.

In case any amount is lying unsettled on vacation of the flat for any reason whatsoever,  
I am authorizing the Kaja Throm Office to recover the same from my Security  
Deposit.

I, in the presence of the witness put my signature/ Impression here in under.

**WITNESS**

**TENANT**

Signature : \_\_\_\_\_  
Name : \_\_\_\_\_  
Address: : \_\_\_\_\_  
: \_\_\_\_\_  
: \_\_\_\_\_

Signature : \_\_\_\_\_  
Name : \_\_\_\_\_  
Per. Address : \_\_\_\_\_  
: \_\_\_\_\_  
: \_\_\_\_\_

Date: \_\_\_\_\_  
Place: \_\_\_\_\_

Present Address: \_\_\_\_\_  
: \_\_\_\_\_  
: \_\_\_\_\_



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**Section VII**

**Letter of Acceptance**

[Note: Bidders should not complete the letter of Acceptance. This is for official use only.]

Date:.....

To

[Name of the tenant]

[Address of the tenant]

This is to notify you that your bid dated.....for the execution of the contract for the work "Operation of Toilet" in the Kaja Throm for the sum of ..... [amount in figure].....[amount in words].....[Name of the currency] as a rent of the toilets corrected and modified in accordance with the instruction to bidders is hereby accepted by our Agency. The start date of the work is..... The expiry date for the work shall be.....

Confirm your acceptance of this Letter of Acceptance by signing and dating both copies of it, and returning one copy to us no later than 3 days from the date hereof;

You are hereby instructed to proceed with the execution of the said works in accordance with the contract documents.

Authorized Signature:.....

Name and Title of signatory:.....

Name of the Agency:.....

Attachment: Agreement, Declaration



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**Section VIII**

**Bill Of Quantity**

(To be filled by the interested Operators for the toilets (Upper/ground floor,  
choose one)

Sl. No.	Description	Unit	Bid Amount
1	Rent Upper Floor	monthly	
2	Rent Lower Floor	Monthly	

Name of Bidders:

CID No:

Signature: .....

Date:.....

