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DRUK HOLDING & INVESTMENTS LTD.

GROUP STANDARD BIDDING DOCUMENT

SERVICES (Quotation for Hotel Accommodation)

[For Non - Consultancy services]



Tender No: **BPC/ESD/GP/ADM-11/2024/328**



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NOTICE INVITING QUOTATION (NIQ)

1. The Electricity Services Division, Bhutan Power Corporation Limited (BPC), Gelephu, is pleased to invite bids from the eligible Bidders (Registered Hotels of Gelephu only) for rate quotation of hotels for the period of one year as per the scope of works mentioned hereinafter.
2. Bidding documents can be collected from the Purchaser's office free of charges but should register with purchaser on or before the closing of bid sale date. Registration should be done through written application together with the valid business license copy to make the bid enforceable. Bidding Documents shall be available as per the following schedule:

NIQ No.	:	BPC/ESD/GP/ADM-11/2024/328
Last date for Bid receipt & time	:	Up to July 15, 2024 by 12:00 hours
Bid opening date & time	:	On July 15, 2024 at 14:30 hours at ESD, Conference Hall, Gelephu

3. All Bids must be accompanied by Bid Security for an amount of **Nu. 5,000.00 [Ngultrum Five Thousand]** only in the form of Demand Draft/Cash Warrant/Bank Guarantee, issued by any Financial Institutions acceptable and enforceable by Financial Institutions in Bhutan and shall remain valid for 90 days from the date of bid opening. Bids not accompanied with an acceptable Bid Security as specified in Bidding Documents or Bids accompanied with Bid Security of inadequate value and validity shall be rejected by the Purchaser at the time of the opening.
4. The Bidder shall submit its most competitive offer in line with the instructions given in the Bidding Document in a sealed envelope with the following details:

NIQ No. _____
 Bid Receipt date _____
 Brief description of the services _____
 Bidder's Name _____

5. Offers must be addressed to:
**Chief Divisional Manager,
 Electricity Services Division,
 Bhutan Power Corporation Ltd.,
 Gelephu**
6. **Contact Personnel:**
 Interested bidders may contact the following person (Nodal officer) for any clarification:
 1. Tshering Zangmo,
 General Support officer,
 ESD, Gelephu
 Phone No. 17664083,
 E-mail: tshering.zangmo@bpc.bt

SECTION I - INSTRUCTION TO BIDDERS (ITB)

1. Site Visit

- 1.1 The Bidder, at the Bidder's own responsibility and risk, is encouraged to visit and examine the Site to obtain all information that may be necessary for preparing the Bid. The costs of visiting the Site shall be at the Bidder's own expense **(Not applicable)**.

2. Clarification on Bidding Document

- 2.1 The Bidder shall examine the Bidding Documents thoroughly. Any clarification request on Bidding Documents shall be submitted in writing before the last date of bid clarification submission.
- 2.2 Any bid clarification inquiry received after the last date of bid clarification will not be responded.

3. Amendment of Bidding Documents

- 3.1 At any time prior to the deadline for submission of bids, the Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bid Document through an Addendum.
- 3.2 The Addendum, if any shall be available for downloading from the Purchaser's website by prospective Bidders. The Purchaser may, at its discretion, extend the deadline for bid submission, if the Bidders are expected to require additional time in which to take the Addendum into account in preparation of their bid or for any other reason.

4. Modification and Withdrawal of Bids

- 4.1 No bid can be modified subsequent to the deadline for submission of bids.

5. Price Schedule

- 5.1 Price shall be quoted in accordance with **Bidding Form 2: Price Schedule Form**
- 5.2 Price quoted by the Successful Bidder(s) must remain firm during the entire period of performance of the Contract.

6. Period of Validity of Bids

- 6.1 Bids shall remain valid for a period of 60 days from the bid opening date (till September 13, 2024). A bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.

7. Currency of Bid

- 7.1 The unit rates and prices should be quoted in BTN by the Bidder.

8. Bid Security

The Bidder shall furnish, as part of its bid, Bid Security amount of **Nu. 5,000.00 (Ngultrum Five Thousand) only in favour of Finance Officer, FAU, ESD, BPC, Gelephu**, valid for 90 days from **July 15, 2024 to October 13, 2024**. The Bid Security shall be submitted in the form of an irrevocable bank guarantee/cash warrant/demand draft payable to the Purchaser issued by any Financial Institution of Bhutan. .

- 8.1 The Bid Security shall be forfeited if a Bidder withdraws its bid during the period of bid validity or if the selected Bidder fails to sign the Contract in accordance with ITB 17: Signing of Contract.
- 8.2 The Bid Security of all the unsuccessful bidders, shall be returned after the Award of Contract/Work Order.
- 8.3 The Bid Security of the successful bidder (s) shall be returned immediately after signing of contract/ issue of Work Order.

9. Signing of Bids

- 9.1 The Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person who is duly authorized by the Bidder, holding a Power of Attorney, with an official seal.

10. Submission of Bids

- 10.1 The Bidder(s) shall submit one original bid clearly marked ORIGINAL and should also submit one copy marked as COPY. The bid including all documents should be duly filled, signed and sealed in an envelope and addressed to and delivered **on or before 12:00 Hrs of July 15, 2024** at the following address:

**Chief Divisional Manager,
Electricity Services Division,
Bhutan Power Corporation Limited,
Gelephu.
Phone No. 06-251047**

- 10.2 The submission of Bid(s) with password protected email are acceptable, however the Bid Security in original should be submitted to the Purchaser's Office with the intimation to the contact person given in this tender.

11. Opening of Bid

- 11.1 The bid(s) will be opened in the presence of bidders or their representatives who choose to attend on **July 15, 2024 at 14:30 hours in ESD Conference Room, Gelephu**. In case due date of the opening of the bid falls on non-working days, the opening of the bid shall be on next working day at the same time.

12. Bid Evaluation

Bids determined to be substantially responsive will be evaluated by comparison of their quoted rates. Where there is a discrepancy between amounts in figures and in words, the amount in words will govern.

- 12.1 To assist in the evaluation, comparison of the Bids, the Purchaser may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder that is not in response to a request by the Purchaser shall not be considered.

13. Award Criteria

- 13.1 The Purchaser will award the Contract to the successful Bidder (s), , whose bid has been determined to be substantially responsive and has been determined to have quoted reasonable rates. The Purchaser reserves the right to choose one or more successful bidders.
- 13.2 However, the Purchaser also reserves the right to accept any bid and to reject any or all bids and to annul the bidding process and reject all Bids at any time prior to Contract award, without incurring any liability to Bidders or any obligation to inform the affected Bidders on the grounds for such action of the Purchaser.

14. Deviation

- 14.1 Bidders shall not be permitted to take any deviation from the terms and conditions as specified in the Bidding Documents. However, any exceptions/deviations to the terms and conditions of the Bid Document should be indicated in the deviation schedule as per the **Form 3: Deviation Schedule**.

15. Notification of Award

- 15.1 Prior to expiry of the period of bid validity or extended validity, Purchaser will issue Notification of Award to the successful Bidder(s). Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.

16. Signing of Contract

Within the time period specified in the NoA, the successful Bidder (s) shall sign the Contract or a Service Order shall be issued by the Purchaser upon submission of Performance Security as per **ITB 17**.

17. Performance Security (Not Required)

- 17.1 The successful Bidder (s) shall have to submit the Performance Security of **Nu. Nil (Ngultrum.....)** only and has to be deposited by the Hotel Business Operators/service provider at the time of signing the agreement.
- 17.2 The performance security shall be submitted in any of the following forms:

- a) irrevocable bank guarantee,
- b) cash warrant, or
- c) demand draft.

17.3 Failure of the successful Bidder to submit the above-mentioned performance security or accept the award or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid security.

18. Performance Evaluation System (Not Required)

18.1 The performance of the Service Provider shall be assessed as per the Performance Evaluation System (PES) attached at Section V herewith.

18.2 Where the PES is required, depending on the nature of Services, Bidders are required to sign and submit the PES Acceptance Form attached as **Annexure- II** along with the bid. In case the bidder does not agree to sign the VPMS Acceptance Form, the bidder shall be liable for rejection.

19. Purchaser's Right

19.1 The Purchaser reserves the right to accept or reject any Bid, and to annual the bidding process and reject all Bids at any time prior to Contract Award, without thereby incurring any liability to Bidders or any obligation to inform the affected Bidders of the grounds for such action of the Purchaser.

SECTION II- BIDDING FORMS

Form – 1: Statement of Compliance

To
[PURCHASER's Name and Address]
Dear Sir/Madam,

With reference to our Bid dated.....for of*[insert brief scope of work]*against NIQ No....., we hereby conform that we have read the provisions of bidding document and further confirm that notwithstanding anything stated elsewhere to the contrary, the stipulations of these clauses are acceptable to us and we have not taken any deviation to any of these clauses anywhere in the Bid:

We further confirm that any deviation to the above clauses, found anywhere in our Bid, implicit or explicit, shall stand unconditionally withdrawn without any cost implication whatsoever to PURCHASER failing which the Bid security may be forfeited

Sealed and sign

Form – 2: Price Schedule Forms

Sl. No.	Description (Room Type)	No. of Rooms available	Room Rate (Nu.) per night (Including tax)	Room Rate per night in words (including Tax)
1	Single			
2	Twin			
3	Standard Single			
4	Standard Double			
5	Deluxe Double			
6	Deluxe Single			
7	Suite			

Sealed and signed

Form – 3: Deviation Schedule

(Only exceptions/deviations to be mentioned)

Section No. (Page No.)	Clause No. Sub-clause No.	Details of deviation	Cost Compensation for Deviation	Remarks

Sealed and Signed

SECTION III- GENERAL CONDITIONS OF CONTRACT

1. Definition

- 1.1 The following terms and expressions used herein shall have the meaning as indicated therein:
- a) **“Contract Price”** means the aggregate price payable to the Contractor as specified in the Contract at the time of award, subject to such additions and adjustments thereto or deductions therefrom as may be made pursuant to the provisions of the Contract till the completion of the contract, the price so adjusted shall be termed as Executed Price;
 - b) **“Purchaser”** means Bhutan Power Corporation Limited applying this Document;
 - c) **“Services”** means Non-Consultancy Services which are not Consultancy Services. Non-consultancy Services are normally bid and contracted on the basis of performance of measurable outputs, and for which performance standards can be clearly identified and consistently applied. Examples include: drilling, aerial photography, satellite imagery, mapping, catering services, ticketing services, printing services, hiring of training facilities, and similar operations;
 - d) **“Completion Date”** means the date of completion of the Services by the Service Provider as certified by the Purchaser;
 - e) **“Service Provider”** means a legal entity or registered commercial hotels holding valid license, including the legal successors or permitted assigns of such entity, entering into a Contract with Purchaser to provide Services;

2. Governing Law

- 2.1 The Contract/ Purchase Order shall be governed by and interpreted in accordance with the Laws of Bhutan.

3. Service Provider’s Responsibilities

- 3.1 The Service Provider shall provide all the Services in accordance with this bid document and the Delivery and completion requirements.

3.2 Room Maintenance

- 3.2.1 The service provider is to ensure that the all rooms allotted to our guests is kept in good condition all the time.

3.3 Check In/Out-Time

The check in and out time for the Purchaser's guests can be as per the Service Provider's standard rules.

3.4 Damage of Hotel Property

In case of any property damage by the Purchaser's guest, BPC shall not be held responsible for repairing the property.

4. Notice of room requirement

4.1 The requirement of rooms will be notified to the Service Provider as and when required by the Purchaser.

5. Location

5.1 The hotel should specifically mention the distance of the hotel from ESD office, BPC, Gelephu.

6. Quality of Services

6.1 The Service Provider shall guarantee for the quality of Service. The quality of its service shall be of generally accepted professional standards and practices and to the full satisfaction to the Purchaser.

6.2 The Service Provider shall perform the Services and carry out its obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices.

7. Inspection and Tests

7.1 Inspection of the hotel will be carried out, if during the delivery of services, it is found that the requirements and the deliverables of the Contract, in terms of performance and time, is not delivered, the Purchaser will terminate the contract subsequent to clause **GCC 14: Termination**.

8. Insurance and other taxes

8.1 The insurance premium, annual income tax, rental, etc, are to be borne by the Hotel Service Provider. The Hotel Service provider should have insurance coverage and BPC will not be responsible for any damage or loss due to accidents/incidents.

8.2 Any fine/penalty, if imposed for default, shall be paid by the Hotel service provider.

9. Contract Price

9.1 The Contract Price shall be as specified in the Contract/Work Order subject to any additions and adjustments thereto or deductions therefrom as may be made pursuant to the Contract.

The charges of the rooms shall be paid as and when used based on the following:

- a) The Bidders shall quote the rate in **Nu. Per room Per Night** for the following:
 - i. Single
 - ii. Twin
 - iii. Standard Single
 - iv. Standard Double
 - v. Deluxe Single
 - vi. Deluxe Double
 - vii. Suite

10 Terms of Payment

- 10.1 Payments shall be made promptly by the Purchaser, but no later than thirty (30) days after the receipt of invoices and documents, provided that the documents are compliant with all the requirements of the Purchaser. The process for raising invoice will be as bellow:

The Service Provider will raise the invoice to the Purchaser's guest and it will be the responsibility of the guest to process for payment to the Service Provider.

The hotel should have a register book separately maintained for BPC bookings. The hotel must keep daily records of the room bookings under BPC reservation.

- 10.2 The currencies in which payments shall be made to the Service Provider under this Contract shall be those in which the Contract Price is expressed.

11 Tax Deducted at Source

- 11.1 At the time of release of payment, two (2%) percent TDS on service portion shall be deducted from the Service Providers having Bhutanese trade license, or Three (3%) on the service portion from the Service Providers having other than Bhutanese trade license respectively from the gross amount of bills except from the manufacturers and authorized dealers. The Purchaser shall furnish necessary TDS Certificate to the Bidders, issued by the Department of Revenue & Customs, RGoB.
- 11.2 If any tax exemptions, reductions, allowances or privileges may be available to the Service Provider in the Kingdom of Bhutan, the Purchaser shall use its best efforts to enable the Service Provider to benefit from any such tax savings to the maximum allowable extent.

12 Performance Security (Not Applicable)

- 12.1 The Performance Security shall be valid until the successful completion of the obligations under the Contract, including warranty obligations, if any.
- 12.2 The Performance Security of **Nu. Nil (Ngultrum.....)** only shall be discharged by the Purchaser and returned to the Service Provider not later than thirty (30) days following the date of completion of the Consultant's performance obligations under the Contract, including any warranty obligations.

13 **Liability**

- 13.1 The Purchaser shall not be liable for any payment for loss or damage due to accident/incidents of the rooms/properties under any circumstances. The guests once checked-in the guest shall be taken care of by Service Provider and shall be governed by hotel rules and regulations. Appropriate action shall be taken by the Service Provider to resolve any nuisance or incidents caused by the guest and shall be simultaneously inform the Purchaser.

14 **Force Majeure**

- 14.1 The Service Provider shall not be liable for forfeiture of its Performance Security, liquidated damages or termination for default if and to the extent that it's delays in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- 14.2 For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Service Provider that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Service Provider. Such events may include, but not be limited to, acts of the RGoB in its sovereign capacity, act of God, wars or revolutions, riot, civil commotion, sabotage, fires, floods, epidemics, quarantine restrictions and freight embargoes or any other cause of similar nature which are not within the control of either party to the contract and which renders the performance of the contract by the said party impossible.
- 14.3 If a Force Majeure situation arises, the Service Provider shall promptly notify Purchaser in writing of such condition and the cause thereof, along with documentary or pictorial evidence. Unless otherwise directed by Purchaser in writing, the Service Provider shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

15 **Termination**

15.1 **Termination for Default**

- 15.1.1 The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Service Provider, may terminate the Contract in whole or in part:
- a. If the Service Provider fails to deliver any or all of the Services in accordance to the Contract, within the stipulated delivery schedule or within any extension thereof granted by the Purchaser; or
 - b. If the Service Provider fails to perform any other obligation under the Contract; or
 - c. If the Service Provider, in the opinion of the Purchaser has engaged in fraud and corruption, in competing for or in executing the Contract, the Purchaser shall be the final authority to decide whether the Service Provider has engaged in any fraud and

corruption as mentioned above and such decision shall be final and binding on the Service Provider; or

- d. If the Service Provider becomes bankrupt or goes into liquidation or makes general assignment for the benefit of the creditors or any receiver is appointed for the property owned by the vendor.
- e. 30 days' notice from either party will be required for withdrawing the service at any stage.

15.1.2 In the event the Purchaser terminates the Contract in whole or in part, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Services similar to those undelivered, and the Service Provider shall be liable to Purchaser for any additional costs incurred by Purchaser in procurement of such undelivered Services. Wherever the Contract is terminated in part, the Service Provider shall continue performance of the Contract to the extent not terminated.

15.2 Termination by Service Provider

15.2.1 If, the Purchaser commits a substantial breach of the Contract; the Service Provider may give a notice to Purchaser that specifies the breach and requires Purchaser to remedy the same. If Purchaser fails to remedy the breach or take steps to remedy the breach within thirty (30) days after receipt of the Service Provider's notice, or,

15.2.2 If the Service Provider is unable to carry out any of its obligations under the Contract for any reason attributable to the Purchaser, including but not limited to Purchaser's failure to obtain any governmental permit necessary for the Delivery of Services, which Purchaser is required to obtain as per provision of the Contract or as per relevant applicable laws, the Service Provider may give a notice to Purchaser to carry out such obligation under the Contract and if Purchaser fails to comply within thirty (30) days after receipt of the Service Provider's notice, then the Service Provider may, referring to this sub-clause, forthwith terminate the Contract.

15.2.3 In the event of termination, all payments due to the Service Provider for the Services already delivered, shall be settled by Purchaser with no further liability on any account whatsoever.

15.3 Termination by Force Majeure

15.3.1 Service Provider shall not be considered in default if delay in delivery occurs due to Force Majeure.

15.3.2 Only those causes which have duration of more than 7 days shall be considered causes of Force Majeure. In the event of delay due to such causes, the delivery schedule will be extended for a length of time equal to the period of Force Majeure or at the option of the Purchaser, the order may be cancelled. Such cancellation would be without any liability whatsoever on the part of the Purchaser.

16 Payment upon termination

- 16.1 Upon termination of this contract pursuant to Clauses GCC 14.1 to GCC 14.3 hereof, the Purchaser shall make the following payments to the Service Provider:
- (a) Remuneration pursuant to GCC.10: Terms of Payment hereof for services satisfactorily performed prior to the effective date of termination, and reimbursable expenditures pursuant to Clause GCC 10 hereof for expenditures actually incurred prior to the effective date of termination; and
 - (b) Except in the case of termination pursuant to clauses (a) through (d) of Clause GCC 14.1 hereof, reimbursement of any reasonable cost incidental to the prompt and orderly termination of this contract including the cost of the return travel of the personnel and their eligible dependents.

17 Time for completion

- 17.1.1 The Service shall be availed for one year from the date of Signing of Contract/Issuance of Service Order.
- 17.1.2 Time is the essence of this contract and no variation shall be permitted in the delivery time/delivery schedule mentioned in the Contract/Service Order.

18 Sub- Letting

- 18.1 The Service Provider shall not sub-let, transfer or assign any part of this contract, without the prior written consent of the Purchaser.

19 Variations

- 19.1 Any other modification or variation in the scope of the Services may only be made by written agreement between the Parties.

20 Dispute Resolutions

19.2 Amicable Settlement

In case of any dispute of any kind whatsoever arises between Purchaser and the Service Provider in connection with or arising out of the Contract, the parties shall seek to resolve any such dispute or difference by mutual consultation.

- 19.3 However, any dispute which cannot be amicably settled between the parties, shall be referred to adjudication/ arbitration in accordance with the laws of Bhutan.

SECTION IV – PERFORMANCE EVALUATION SYSTEM

1. Introduction

A Service provider performance evaluation is a standardized, systematic and objective assessment of a service provider's performance during the contract period. This enables the Purchaser to judge whether the service provider has performed the work to a high standard on a number of fronts, and whether it is worth engaging them for future non-consultancy services.

The performance evaluation criteria shall be used by Purchaser immediately upon completion of any services after the award of contract. The Service Provider shall be evaluated as per the service provided.

2. Objectives

The main objectives of the performance evaluation of Service Providers for services are as follows:

- To adopt a more holistic approach in reviewing overall performance of Service Provider;
- To work with Service Provider to raise safety and quality standards;
- To encourage an environment of continuous improvement by Service Provider;
- To build partnership with Service Provider in specific and strategic areas; and
- To have a list of preferred Service Provider to be selected for limited bidding process

3. Performance Evaluation System (PES)

The assessment of the Service Provider shall be done as follows:

Sl. No	Performance Criteria	Weightage
3.1	Scope Management	15%
3.2	Time Management	20%
3.3	Quality Management	30%
3.4	General Assessment	35%
Total		100%

4. Service Provider Assessment Category

The service shall be categorized into three categories as under:

Category	Score	Remarks
A	80-100	Recommended/Preferred service provider
B	50-79	Consider, but with mandatory debriefing on the shortcomings.
C	0-49	Service provider not qualified

5. Evaluation Period

The Performance evaluation shall be carried out after the award of any service till its closure.