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བསམ་གྲུབ་ལྗོངས་མཐར་ཁྲིམ་ཇེ།  
THROMDE ADMINISTRATION  
SAMDRUP JONGKHAR THROMDE



SJT/Pro-01/2023-2024/221

7/08/2023

1. The Manager, ST cable, S/Jongkhar
2. The Manager, Phakpa cable, S/Jongkhar.

**Sub: Airing of NIT**

Dear Sir/Madam,

Kindly air the tender in regard to the truck parking fee collection within SJ Throm for a period of 5 days with effect from 08/08/2023. The bill may be submitted to this office for payment.

**Notice inviting Tender**

Samdrup Jongkhar Thromde would like to invite interested bidders for the operation and collection of truck parking fees within SJ Throm.

**Date of submission of tender:** 16<sup>th</sup> August 2023

**Date of Opening :** 10:30 A.M.

**Venue:** Conference hall, Thromde Office

The details of the Terms of Conditions can be obtained our website: [www.sjthromde.gov.bt](http://www.sjthromde.gov.bt)

Thanking you.

Yours sincerely,

**Nima Dorji**

**(Offtg. Executive Secretary)**

Copy to:

1. The Dasho Thrompon, SJT for kind information.
2. The TC members, SJT for kind information.
3. The ICT Officer, SJT to upload same in our website.



ROYAL GOVERNMENT OF BHUTAN  
SAMDRUP JONGKHAR THROMDE

BIDDING DOCUMENT

FOR

"OPERATION & COLLECTION OF TRUCK PARKING FEES WITHIN SJ THROM: 2023-2024"



**Objective of the operation of Truck Parking Fees**

- *Efficiently manage the existing parking spaces.*
- *Restrict and discourage continual occupation of public parking spaces.*
- *Reduce traffic congestion and effective management of traffic in core area.*





**GENERAL CONDITIONS:**

- 1.1 The 'Invitation for bid' is open to all eligible interested, whoever, the successful bidder should produce valid **Service license (Parking Fees Collection Services license only)** issued by competent authority.
- 1.2 The duration of the contract shall be of one (1) **year** starting from the issue of the work order.
- 1.3 The '**Form of Bid**' & '**Integrity Pact**' (enclosed) shall be duly signed and sealed by the bidder which otherwise, shall be treated as non-responsive bid and be rejected.
- 1.4 The '**Form of Agreement**' shall be executed between the successful bidder and the SJ Thromde prior to commencement of the work.
- 1.5 The unit rates and the price shall be quoted in **Ngultrum** either typed or legibly/clearly written.
- 1.6 The bidders shall furnish as a part of its bid, **a bid security equivalent to 2% (minimum) of the quoted amount** with a validity of **120 days** which shall be refunded to all the participating bidders soon after finalization of the contract. However, the successful bidder shall be required to submit Performance Security with validity.
- 1.7 Prospective bidders requiring any further information or clarification of the Bidding documents may notify the employer/client (SJ Thromde) in writing or by fax. The employer/client will respond in writing to any request for information or clarification of the Bidding documents which it receives no later than **[(15) days]** prior to the deadline for the submission of Bids prescribed by the client. The Client's response (including an explanation of the query) will be sent in writing or by fax to all prospective bidders who have received the Bidding documents.
- 1.8 At any time prior to the deadline for submission of Bids, the Client may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the Bidding documents by addendum.
- 1.9 The amendment shall be part of the Bidding Documents, and it will be notified in writing or by fax to all prospective bidders who have received the Bidding Documents, and will be binding on them.
- 1.10 In-order to afford prospective bidders reasonable time in which to take the amendment into account in preparing their Bids, the Client may, at its discretion, extend the deadline for the submission of Bids.
- 1.11 The Bid prepared by the bidder, and all correspondence and documents relating to the Bid exchanged by the bidder and the Client, shall be written in English language.



## **"Operation and Collection of Truck Parking Fees within SJ Throm: 2023- 2024"**

2 The Bidder shall prepare ONE Original of the documents comprising the Bid as described in ITB Clause 13 and clearly mark it "ORIGINAL." In addition, the Bidder shall submit copies of the Bid, in the number specified in the BDS, and clearly mark them "COPY." In the event of any discrepancy between the original and the copies, the original shall prevail.

1.13 The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. Any interlineations, erasures or overwriting shall be valid only if they are signed or initialed by the person signing the bid.

1.14 The inner envelope shall:

- (a) be signed across their seals by the person authorized to sign the Bid on behalf of the Bidder; and
- (b) be marked "ORIGINAL" and "COPIES"
- (c) bear the name and identification of the bidder.

The outer envelope shall:

- (a) be marked "Confidential";
- (b) be addressed to:

**The Executive Secretary**

**SJ Thromde**

(c) With Bid for "Operation and collection of parking fees within core town of SJ Thromde" clearly written.

(d) Provide a warning not to open before the specified time and date for Bid Opening

**"Do not open before Before 10:30 AM on 16/08/2023."**

1.15 **Clarification of Bids;** to assist in the examination, evaluation and comparison of Bids, the employer may, at its discretion, ask the bidder for a clarification of its Bid. All responses to request for clarification shall be in writing, and no change in the prices or substances of the Bid shall be sought, offered or permitted.

1.16 Non submission of *Bid Security, Form of Bid and Integrity Pact* with legal stamp and signature by the intending bidders shall be regarded as non-responsive, and rejected.

1.17 The **quoted rates** shall remain valid for a period of one (1 year from the date of the award of the contract).

1.18 The Employer shall award the Contract to the Bidder whose offer has been determined to be the Highest evaluated Bid and is substantially responsive to the Bidding Documents, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

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## **"Operation and Collection of Truck Parking Fees within SJ Throm: 2023- 2024"**

Within **15 days** of receipt of acceptance of work award the successful bidder shall sign the contract agreement with 10% Performance Security.

- 1.20 Failure to deposit 10% Performance Security within 15 days shall result in cancellation of the bid and the work shall be awarded to the next highest evaluated bidder. Further, the EMD will stand forfeited and the difference in cost between the winning firm and the next highest bidder shall be recovered from the default firm. The firm shall not be allowed to participate in any type of works under SJ Thromde in near future.
- 1.21 The Employer shall promptly notify each unsuccessful Bidder in writing and return its Bid Security.
- 1.22 After publication of the award, unsuccessful Bidders may request in writing within ten (10) days to the Employer, in the event if they are not satisfied with the contract award or are seeking explanations of the grounds on which their Bids were not selected. The Employer shall promptly respond in writing to any unsuccessful Bidder who, after award of contract for clarification within ten (10) days, after which, no request or complaint with regards to the awards of the contract shall be accepted.

### **2.0 CONDITION OF CONTRACT:**

2.1 The Contractor may at their discretion, make available **Pre-paid** parking card as per the approved ceiling rate. The Client reserves the right to impose penalties in the event if the contractor charges more than the designated amount.

2.2 The parking fee collection area (DESIGNATED AREA) is at new truck parking area developed by Thromde, truck parking area near RSTA, along the highway from Pinchena check post and along the roads being maintained by Thromde within LAP 2,3, and 4. Same rate shall be applied to discourage parking along highways. Trucks are not be allowed to park near residential areas and core commercial area.

2.3 The fees under shall be charged as parking fee for the vehicle parked to 24 hours per instance within designated parking area. Emergency parking up to 2 minutes may be allowed by the operator with parking lights on.

- ❖ Nu. 60 (Maximum) for 6 wheelers per instance (up to 24 hours);
- ❖ Nu. 110 (Maximum) for 10 and 12 wheelers per instance (up to 24 hours);
- ❖ Nu. 160 (Maximum) for 16 and above wheelers per instance (up to 24 hours)
- ❖ Heavy equipment such as JCB, Concrete mixers etc shall charged as per the 6 wheeler rate.

2.4 The Operator shall not let vehicle to park other than the designated parking places. Non- compliance to which actions will be taken as per Traffic rules by Traffic Personnel, S/Jongkhar

2.5 The Operator should ensure proper cleanliness of all designated parking areas and its surroundings.

2.6 The Operator shall take care of the infrastructures within the Truck Parking area (Street lights, Footpath, Parking etc.). Any infrastructure disrupted shall be maintained by the Parking Operator before handing over.

2.7 The tender committee shall have the right to accept or reject offers without assigning any reason, whatsoever.

2.8 A complaint from the bidder shall not be entertained once the all tender process is completed.





## "Operation and Collection of Truck Parking Fees within SJ Throm: 2023- 2024"

A bidder shall not resort to any syndication or commit any fraud prior during the submission of tender documents. in connection with the aforesaid property. For further information, you may contact us @ 251619 during office hour.

- 2.10 The above terms and conditions are valid for a period of one year with effect from the date of issue of work order.
- 2.11 In the event if the Operator fails to comply with the above terms and conditions, the amount deposited shall be forfeited and re-tendered
- 2.12 Parking fees shall be collected on all days.
- 2.13 The operator should ensure proper cleanliness of all designated parking areas and its surroundings by providing dustbins and disposal of waste to collection team from Thromde.
- 2.14 The operator shall take care of the infrastructures within the truck parking area ( streetlight, footpath, parking etc) any damages caused to the property shall be maintained by the operator and will dealt as per the RSTA regulations.
- 2.15 The refusal to pay parking fees by the Truck drivers shall be reported to Traffic Police by the concerned operator.
- 2.16 The operator shall display the rates on a board in the parking area.
- 2.17 The operator shall employ only national employees with proper identification.
- 2.18 *The Thromde estimated amount is Nu.800,000/-*
- 2.19 The evaluation of the bids shall be done based on the following weight ages:  
**Financial Proposal : 100%**
- 2.19 There shall be **no compensation** payable to the contractor on account of any developments activities that might restrict the use of parking slots. However, the closure of any parking slots/areas under the contract at any point of time during the Contract period may be permitted by the contractor at his discretion with no compensation payable by the client. In such a case, the firm may enter into mutual agreement with the agencies requesting for closure at their discretion, and due permission has to be sought from the Client in the event if the duration of the closure lasts for over one (1) month.
- 2.20 The contractor shall adhere to the rules and regulations of **RSTA/RBP (Traffic)** governing the parking in public places. This will include all penalties as may be applicable under the rules.
- 2.21 In case of **any default or non-compliance** of contract clauses by the Contractor, the contractor shall be penalized as follows:  
**1<sup>st</sup> Offence** : A fine of Nu.10,000.00 plus warning.  
**2<sup>nd</sup> Offence** : A fine of Nu.30,000.00 with final notice  
**3<sup>rd</sup> Offence** : Termination of Contract (for repeated offences)
- 2.22 In the event of **cancellation/termination** of the contract, the contractor shall not be entitled to either the performance security or the amount already deposited with the SJ Thromde. Further, the contractor should deposit all the remaining bid amount to Thromde Administration within a month after the termination of the contract.
- 2.23 The contractor shall provide proper uniforms (**fluorescent jacket over appropriate uniform with logo of the company**) duly approved by the competent authority to all parking fee collectors employed by the





## "Operation and Collection of Truck Parking Fees within SJ Throm: 2023- 2024"

firm to maintain their identities from the date of commencement of the contract. The road users/vehicle owners shall possess the right not to pay fees in the event if proper identification of the collectors is not exhibited.

- 2.24 In an event of any dispute that may arise during the implementation of the contract, the existing 'Procurement Manuals'/ FRRs of RGoB and all other relevant rules and regularizations of the RSTA/Traffic Police shall be referred to which shall be final and binding on both the parties.

### 3 PAYMENT CONDITIONS:

- 3.1 The successful bidder shall be pay the 50% of the quoted amount before the issue of work order by Thromde Administration. Only after paying 50% of the quoted amount, the bidder will be authorized to perform the work. The remaining 50% shall be paid on installments basis in **CASH/Demand draft/Cash warrant** within **5 (fifth) day of the succeeding month and so on and in similar manner for other months which the amount will be determined by Thromde office.**
- 3.2 The 10% Performance Security shall remain valid for one year till the expiry of the contract period.
- 3.3 The 10% Performance Security shall be returned to the contractor within fourteen (14) days of the completion of the contract and upon full payment of all monthly installments.
- 3.4 In the event of delay in payment of any monthly installment within the given deadline, a penalty @ 0.10 percent per day of the monthly installment shall be imposed for every day of delay up to a maximum of 1 (one) month, after which, the contract shall be rescinded as may be decided by the committee/management. Subsequently, the performance security shall be forfeited to recover the payment shortages and the firm will be debarred from participating in any Thromde activities thereafter.

### 4. Form of Bid

Name of contract : "Operation and collection of truck parking Fees within of SJ Throm: 2018- 2019"

To : The Executive Secretary

SJ Thromde

Sir/Madam

1. Having examined the Conditions of Contract, Responsibilities, Fee structure, bidding amount and collection system the undersigned, offer to execute the work and remedy any defects or violations therein in conformity with the Conditions of Contract, specification, Drawings, bill of quantities and agenda for the sum(s) of Bid amount (Nu. ....) in figure and in words Nu.....

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**“Operation and Collection of Truck Parking Fees within SJ Throm: 2023- 2024”**

.....as specified in the appendix to Bid or such other sums as may be ascertained in accordance with the said condition.

2. We acknowledge that the Contract Data submitted forms part of our Bid.
3. We undertake, if our Bid is accepted, to commence the works upon the receipt of the Employer's notice to commence, and to carry out the task comprised in this document, consistent through out the time stated in this Contract.
4. We agree to abide 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.
5. Unless and until a formal Agreement is prepared and executed this Bid, together with your written acceptance thereof, shall constitute a binding contract between the employer and the contractor.
6. We understand that the employer reserves the right to accept any bid and to reject any or all bids without assigning any reasons whatsoever for the action.

DATED THIS .....DAY OF .....2023

SIGNATURE ( Affix legal stamp).....

IN THE CAPACITY OF PROPRIETOR / MANAGER DULY

AUTHORIZED TO SIGN BIDS FOR AND ON BEHALF OF M/s.....

*(In block capitals or typed)*

Address of the Contractor : .....

Contract Number : .....

Name of witness and signature: .....

Contract address : .....

Occupation : .....

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# "Operation and Collection of Truck Parking Fees within SJ Throm: 2023- 2024"

## FORM OF AGREEMENT

Bidders should not complete the Form of Agreement at this time. Only the successful bidder will be required to complete the Form.

## AGREEMENT

This Agreement made this \_\_\_\_\_ day of \_\_\_\_\_ 2017 between SJ Thromde (hereinafter called "the Employer") of the one part and \_\_\_\_\_ of \_\_\_\_\_ (hereinafter called "the Contractor") of the other part Whereas the Employer is desirous that certain Works should be executed by the Contractor, viz. "**The truck parking fees within SJ Thromde : 2023 - 2024**" and has accepted a Bid by the Contractor for the execution and completion of such Works and the remedying of any defects therein.

Now this Agreement witnesses 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 hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:
  - (a) The Letter of Acceptance;
  - (b) The said Bid;
  - (c) The Terms and Conditions of Contract;
  - (d) The contents of the Tender Document
3. In consideration of the payments to be made by the contractor to the employer as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all respects with the provisions of the Contract.
4. The contractor hereby covenants to pay the employer, the total bidding amount agreed, in installments in the manner prescribed by the Terms and Conditions of the Contract.
5. Any notice under this Contract shall be in the form of a letter, telex, cable or facsimile. Notices to either party shall be given to the following address, unless subsequently modified by either party in writing: -

For the Employer:-

The Executive Secretary  
SJ Thromde

For the Contractor:-

.....  
.....

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**“Operation and Collection of Truck Parking Fees within SJ Throm: 2023- 2024”**

in **Witness** whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of the Kingdom of Bhutan on the day and year written above.

\_\_\_\_\_  
(Employer)

\_\_\_\_\_  
(Contractor)

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Authorized Signature

Signed in presence of: -

\_\_\_\_\_  
Witness to Employers Signature

\_\_\_\_\_  
Witness to Contractors Signature

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# "Operation and Collection of Truck Parking Fees within SJ Throm: 2023- 2024"

## ROYAL GOVERNMENT OF BHUTAN SJ Thromde

Name of Work: **Operation and Collection of Parking Fees within SJ Thromde: 2018-2019**

### INTEGRITY PACT STATEMENT

#### 1 General

Whereas, **Executive Secretary** representing the **SJ Thromde**, Royal Government of Bhutan, hereinafter referred to as the Employer on one part and the

Mr.....representing

M/s.....**Services**,..... on the other part hereby execute this agreement as follows.

This agreement should be a part of the tender document, which shall be signed and submitted along with the tender document. The head of the employing agency/or his authorized representative should be the signing authority. For the bidders, the bidder himself or his authorized representative must sign the Integrity Pact (IP). If the winning bidder had not signed during the submission of the bid, the tender shall be cancelled.

#### 2 Objectives

Now, therefore, the Employer and the Bidder agree to enter into this pre-contract agreement, hereinafter referred to as Integrity Pact, to avoid all forms of corruption by following a system that is fair, transparent and free from any influence/unprejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to :-

- 2.1 Enabling the Employer to obtain the desired contract at a reasonable and competitive price in conformity to the defined specifications of the works, goods and services;
- 2.2 Enabling bidders to abstain from bribing or any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also refrain from bribing and other corrupt practices and the Employer will commit to prevent corruption, in any form by their officials by following transparent procedures.

#### 3. Commitments of the Employer:

The Employer Commits itself to the following:-

- 3.1 The Employer hereby undertakes that no official of the Employer, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favor or any material or immaterial benefit or any other advantage from the Bidder, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the Contract.

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## **"Operation and Collection of Truck Parking Fees within SJ Throm: 2023- 2024"**

The Employer further confirms that its officials has not favored any prospective bidder in any form that could afford an undue advantage to that particular bidder during the tendering stage, and will further treat all Bidders alike.

- 3.3 All the officials of the Employer shall report to the head of the employing agency or an appropriate Government office any attempted or completed violation of clauses 3.1 and 3.2.
- 3.4 Following report on violation of clauses 3.1 and 3.2 by official (s), through any source, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the Employer and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the Employer the proceedings under the contract would not be stalled

### **4 Commitments of Bidders**

The Bidder commits himself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of his bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commits himself to the following :-

- 4.1 The Bidder will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Employer, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the Contract.
- 4.2 The Bidder further undertakes that he has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Employer or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the Contract or any other contract with the Government for showing or forbearing to show favor or disfavor to any person in relation to the Contract or any other contract with the Government.
- 4.3 The Bidder will not collude with other parties interested in the contract to preclude the competitive bid price, impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 4.4 The Bidder, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the Employer or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

### **5 Sanctions for Violation**

Any breach of the aforesaid provisions or providing false information by employers, including manipulation of information by evaluators, shall face administrative charges and penal actions as per the existing relevant rules and laws. The breach of the Pact or providing false information by the Bidder or any one employed by him or acting on his behalf (whether with or without the knowledge of the Bidder) or the





## **“Operation and Collection of Truck Parking Fees within SJ Throm: 2023- 2024”**

commission of any offence by the Bidder or any one, employed by him or acting on his behalf, shall be dealt with as per the provisions of the Bhutan Penal Code 2004, and the Anti-Corruption Act, 2006.

The Employer/relevant agency shall also take all or any one of the following actions, wherever required :-

- 5.1 To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the Bidder. However, the proceedings with the other Bidder(s) would continue.
- 5.2 To immediately cancel the contract, if already awarded/signed, without giving any compensation to the Bidder.
- 5.3 To recover all sums already paid by the Employer.
- 5.4 To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the Bidder, in order to recover the payments, already made by the Employer, along with interest.
- 5.5 To cancel all or any other Contracts with the Bidder.
- 5.6 To debar the Bidder from entering into any bid from the government of Bhutan as per the Debarment Rule.

### **6. Conflict of Interest**

- 6.1 A conflict of interest involves a conflict between the public duty and private interests (for favor or vengeance) of a public official, in which the public official has private interest which could improperly influence the performance of their official duties and responsibilities. Conflict of Interest would arise in a situation when any concerned members of both the parties are related either directly or indirectly, or has any association or had any confrontation. Thus, conflict of interest of any tender committee member must be declared in the prescribed form (attached).
- 6.2 The Bidder shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any committee member, and if he does so, the Employer shall be entitled forthwith to rescind the Contract and all other contracts with the Bidder.

### **7. Examination of Books of Accounts**

- 7.1 In case of any allegation of violation of any provisions of this Integrity Pact or payment of commission, the Employer/authorized persons or relevant agencies shall be entitled to examine the Books of Accounts of the Bidder and the Bidder shall provide necessary information of the relevant financial documents and shall extend all possible help for the purpose of such examination.

### **8. Monitoring and Arbitration**

- 8.1 The respective procuring agency shall be responsible for monitoring and arbitration of IP as per the Procurement Rule.

### **9 Legal Actions**

- 9.1 The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.





**“Operation and Collection of Truck Parking Fees within SJ Throm: 2023- 2024”**

**ANNEXURE 1: BILL OF QUANTITY (BoQ) for Four wheelers parking**

Sl/No.	Description	Amount for 1 year ( Nu in figure)	Amounts in word
1.	Fees collection of truck parking		
	<b>Grand total for One year</b>		

Ngultrum in words for one year

.....  
 .....

**Seal, legal stamp & Signature of Contractor**

