

ROYAL GOVERNMENT OF BHUTAN
THIMPHU THROMDE
THIMPHU: 11001-BHUTAN
POST BOX NO.: 215



BIDDING DOCUMENT

FOR
“OPERATION & COLLECTION OF PARKING FEES
OUTSIDE CORE TOWN AREA, THIMPHU (2019-2020)”

Name of bidder : _____

Contract period : 13 months (1st June 2019 to 30th June 2020)

“Operation and Collection of Parking Fees outside core town area, Thimphu (2019-2020)”

1.0 GENERAL CONDITIONS:

- 1.1 The ‘Invitation for bid’ is open to all eligible firms having valid **trade license** issued by competent authority. However, **Micro-trade license’s** holders shall not be considered.
- 1.2 The duration of the contract shall be of **Fourteen (14) months** starting from **1st June, 2019 till 30th June 2020**, corresponding to three fiscal years of RGoB.
- 1.3 Interested bidders may print the bidding documents directly either from our website www.thimphucity.bt free of cost. The bids shall remain valid for a period of **60 days** from the date of bid opening.
- 1.4 The ‘**Integrity Pact**’ needs to be duly signed and sealed by the procuring agency & bidder which otherwise, shall be treated as non-responsive bid and be rejected. The bidders in person/authorized person during the submission of the bid document should sign the IP. The IP Form will be made available by the Procuring Agency at the time of bid submission.
- 1.5 The duly filled ‘**form of bid**’ should be submitted along with bid. Failing which, the bid will be considered as none responsive.
- 1.6 The ‘**Form of Agreement**’ shall be executed between the successful bidder and the Thimphu Thromde prior to commencement of the work.
- 1.7 The unit rates and the price shall be quoted in **Ngultrum** in both words and figures either typed or legibly/clearly written.
- 1.8 All bidders are required to submit a ‘**Technical proposal**’ related to parking management indicating the implementation procedures to be adopted by the firm as mentioned in the evaluation criteria. It shall include, amongst others, information on parking fee collector’s uniform, ticketing procedures, pre-paid facility, mode of employment of parking fee collectors, etc.
- 1.9 The bidders shall furnish as a part of its bid, **a bid security equivalent to Nu.50,000 (Ngultrum Fifty thousand) or an equivalent to 2% of the quoted amount (whichever is higher)** with a validity of **3 months (90 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 as specified under *Clause 3.0 (Payment Condition)*.
- 1.10 Prospective bidders requiring any further information or clarification of the Bidding documents may notify the employer/client (Thimphu Thromde) in writing or by mail. The employer/client will respond in writing to any request for information or clarification of the Bidding documents which it

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receives no later than *[(10) 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 posted in the Thromde’s website, so that all prospective bidders who have downloaded the Bidding documents could get the information.

- 1.11 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.
- 1.12 The amendment shall be part of the Bidding Documents, and it will be notified through Thromde’s website or in writing or by mail to all prospective bidders who have received/downloaded the Bidding Documents, and will be binding on them.
- 1.13 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.
- 1.14 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.
- 1.15 The bidder should complete two copies; one original and one duplicate clearly marked as **ORIGINAL** and **COPY** in two separate sealed envelopes. The two copies (envelopes) shall be placed inside a further outer envelope similarly sealed. The original copy should consist of the complete bidding document along with the bid form and price schedule. In the event of any discrepancy between the original and the copies, the original shall prevail.
- 1.16 The original and copies of the bid shall be clearly marked as **ORIGINAL & COPY**.
- 1.17 Any interlineations, erasures or overwriting shall be valid only if they are signed or initialed by the person signing the bid.
- 1.18 The inner and outer envelopes shall:
 - (a) be addressed and received by the employer in a sealed envelope bearing the following.

a) Address :

**To: Executive Secretary
Thimphu Thromde
Post Box : 215
Thimphu: Bhutan.**

and b) Identification :

Bid for ***“Operation and Collection of parking fees outside core town area, Thimphu (2019-2020)”***

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- 1.19 **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.
- 1.20 Non-submission of Bid *Security, Form of Bid, and Integrity Pact* by the intending bidders shall be regarded as non-responsive and rejected.
- 1.21 The **quoted rates** shall remain valid for a period of **Two (2) years Ten (10) months** from the date of the award of the contract i.e. from **1st June 2019 to 30th June 2020**.
- 1.22 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.
- 1.22.1 Within **10 (ten) days** of receipt of letter of acceptance the successful bidder shall sign the contract agreement including the payment of performance security in accordance with ***Payment Condition (Clauses 3.0)***.
- 1.22.2 Failure to deposit the Performance security and the 1st Installments in accordance with the payment condition 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 appropriate actions as deemed suitable shall be imposed by the management. The firm will also be not allowed to participate in any type of works under Thimphu Thromde in the future.***
- 1.23 The Employer shall promptly notify each unsuccessful Bidder in writing and return its Bid Security and publish a notification of award on the Employer’s website **www.thimphucity.bt**
- 1.24 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 publication of contract award, requests for clarification within ten (10) days, after which, no request or complain with regards to the awards of the contract shall be accepted.

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2.0 CONDITION OF CONTRACT:

- 2.1 The Contractor may at their discretion, make available **Pre-paid** parking card not exceeding at **Nu.4000 per month**. The Client reserves the right to impose penalties in the event if the contractor charges more than the designated amount.
- 2.2 The parking spaces available and included under the contract shall be categorized in general as ‘Parking slots’, irrespective of whether they are roadside or off-road parking areas to maintain uniformity.
- 2.2.1 The parking fee permitted for collection from the users shall not exceed **Nu. 10** for **4-wheelers** and **Nu. 5** for **2-wheelers** per slot for the first **30 minutes or less** as per the structure indicated below. Violation of these limits shall be tantamount to a breach of contract and will lead to cancellation of the contract.
- 2.2.2 The minimum parking fee shall be **Nu.10** for **30 minutes or less** for any four wheeler vehicle using the public parking space, while that of two-wheeler shall be **Nu.5** for **30 minutes or less**. Even vehicles using the public parking space less than the stipulated time of 30 minutes shall be charged with the minimum fee amount.
- 2.2.3 The parking fee shall be collected only in multiples of 30 minutes (thus multiples of Nu.10 and Nu.5) from all the Parking slots and no fractions of 30 minutes (thus fraction of Nu.10 and Nu.5) shall be considered for charging.
- 2.2.4 The Parking fee structures to be adopted shall be as tabulated below:

Parking Fee tariff Structure

Public Parking categories	Four wheelers	Two Wheelers	Other Heavy vehicles (Bus, Trucks etc)
I. Parking slots	Nu.10 per 30 minutes or less	Nu. 5 per 30 minutes or less	Nu. 20 per 30 minutes or less
II. Demarcated Taxi parking areas.	No fees. (Penalty as per RSTA norms.)	No fees. (Penalty as per RSTA norms.)	No fees. (Penalty as per RSTA norms.)

Note: *Taxis shall be parked only in the designated areas/slots, which are not included in the contract document.*

- 2.3 Parking fees shall be collected from all vehicles during all weekdays including weekends except from those exempted vehicles included in the contract.
- 2.4 No parking fees shall be collected from the areas not designated as parking slots and handed over by Thimphu Thromde.

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- 2.5 The time permitted for collection of fees shall be from **9AM** to **9PM** on all weekdays (including weekends), however, fees can be collected till 10pm from the vehicles that have parked before 9pm.
- 2.6 The rates quoted (**as per the BOQ – “refer annexure A”**) shall be in terms of **Nu/slot/month** and will remain valid from the date of award of the contract till 30th June 2020.
- 2.7 The evaluation of the bids shall be done based on the following weightages:
- | | | |
|---------------------------------|----------|--|
| Technical Proposal | : | 10% [will be evaluated as follows]: |
| | | a) <i>Office Establishment</i> : 3 % |
| | | b) <i>Ticketing Procedure</i> : 2 % |
| | | c) <i>Mode of employment of fee collector:</i> 3 % |
| | | d) <i>Uniform for fee collector</i> : 2 % |
| Financial Proposal | : | 90% |
| Total Overall weightages | : | 100% |
- 2.8 There shall be **no compensation** payable to the contractor on account of any private 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.
- 2.9 The contractor shall adhere to the rules and regulations of **RSTA/RBP (Traffic)** governing the parking in public places of two-wheelers and four-wheelers vehicles and shall remain effective throughout the operation period. This will include all penalties as may be applicable under the rules.
- 2.10 The contractor shall have no authority to delete the slots that have been included in the **BoQ** unless agreed and accepted by the client. The compensation payable shall be according to the quoted rates under such circumstances.
- 2.11 The contractor shall not enter into any kind of agreement or leasing of parking space to the third party or individual for any type of business purposes. No vehicle or person shall be allowed to use the parking spaces for their business without the approval of Thimphu Thromde.
- 2.12 Any additional parking lots that are added by the client during the contract period shall be accepted by the contractor at his quoted rates. Similarly, the deletion of any parking lots by the client shall be accepted by the contractor at his quoted rates and the compensation shall be paid accordingly.
- 2.13 In case of **any default** or **non-compliance** of contract clauses by the Contractor, the contractor shall be penalized as follows:

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- 1st Offence** : A fine of **Nu.10,000.00** plus warning.
2nd Offence : A fine of **Nu.30,000.00** with final notice
3rd Offence : **Termination of Contract** (for repeated offences)

- 2.13.1 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 Thimphu Thromde. Upon forfeiture of the above securities/amount, the client shall enter into a fresh agreement with the next highest bidder as per prevailing contract norms or as maybe decided by the management. *The cost difference shall be borne by the default contractor.*
- 2.14 In the event of disputes with the road users or difficulties encountered by the Contractor towards realization of parking fees during the routine operation, the Contractor shall liaise with **Traffic Division, RBP** in getting the issues resolved amicably and in compliance with the prevailing rules of **RBP and RSTA**. Thimphu Thromde shall assist the firm in resolution of the disputes in consultation with Traffic police wherever necessary.
- 2.15 The following vehicles shall be exempted from payment of parking fees :
- Vehicles registered as **‘BHT’.(KU-KHOR)**
 - All service vehicles and light vehicles belonging to **Thimphu Thromde**.
 - Vehicles belonging to the staffs (Private cars) of Thimphu Thromde (approx. 200 cars)
 - Vehicles belonging to Diplomatic missions like Indian and Bangladesh embassies with **(CD No. only)**.
 - Vehicles belonging to **RBG** on **Royal duty**.
 - All the vehicles registered as **RBG, RBA** and **RBP**.
- 2.16 The contractor shall provide proper uniforms (*traditional dress (Gho/Kira) with name cards*) duly approved by the competent authority to all parking fee collectors employed by the 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.
- 2.16.1 The Contractor shall submit a **‘SAMPLE’** of the uniform for approval to the Thromde within two weeks from the date of signing of contract. The approval shall be granted by the Thromde. All fee collectors shall wear the traditional dress (Gho/kira) at all times, even before finalization of the sample uniforms from the day of award of the contract.
- 2.17 The Contractor shall also maintain an Office at suitable location to facilitate proper coordination with Thimphu Thromde and other relevant stakeholders.
- 2.18 The contractor shall also provide the detail list of the employees employed by the contractor to the Thromde within 15 days from signing the contract.

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- 2.19 The employment of parking fee collectors shall be according to the *Labour Act* and the **National work force wages** approved by the government. Thimphu Thromde reserves the right to reject the employment of parking fee collectors whose performance if found, not to be *sociably acceptable or upon receiving written complaint from the road users*.
- 2.20 The contractor shall submit to Thimphu Thromde a sample of ‘parking tickets’ to be used for collection prior to commencement of the contract for approval.
- 2.21 The winning bidder should furnish the **Performance Security** an equivalent amount (i.e 10 % of the quoted amount) with validity till **30th June 2020**. *The performance security should be in form of unconditional Bank Guarantee, Cash Warrant or Demand Draft in favor of Executive Secretary, Thimphu Thromde within ten days from date of issuance of ‘Acceptance letter’.*
- 2.22 The **Performance Security** shall be returned to the contractor within ten **(10) days** of the completion of the contract.
- 2.23 In an event of any dispute that may arise during the implementation of the contract, the existing ‘Procurement Rules & Regulation 2009’ 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.
- 3.0 **PAYMENT CONDITIONS:**
- 3.1 The contractor shall be required to pay the quoted amount through **5 (five)** quarterly installments as described in the subsequent clauses.
- 3.2 The First (1st) Installment for the months of May & June, 2019 (two months payment), shall be deposited along with the performance guarantee within 10 working days of receiving the ‘Acceptance letter’.
- 3.3 The contractor shall deposit the subsequent quarterly installments within **fifteen (15) working days** of the preceding month of the quarter. For e.g., for the 2nd Installment (i.e. for July, August & September 2019), the contractor shall deposit the installment amounting to 1/4 of the quoted amount or equivalent to 3 month’s quoted amount in cash/ cash warrant or Demand Draft within 15th May 2019 and so on.
- 3.4 In the event of delay in payment of any quarterly installment within the given deadline, a penalty @ 0.10 percent per day of the quarterly 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 Bank Guarantee submitted earlier by the contractor as

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performance security shall be forfeited if the quarterly installment is not paid until the end of the penalty period.

3.5 No compensation of any nature which results in disruption to the collection of parking fees shall be entertained or paid to the contractor during his contract tenure, unless it has occurred due to important National events or natural calamities which are unavoidable or due to Authority's intervention. This shall be adjusted from the installment package effective at that point of time upon due approval by the Thromde Management.

3.6 The Quarterly installments shall be deposited by the contractor as shown in the table below within ***Fifteen (15) working days*** of each preceding month in pursuant to ***clauses 3.2 & 3.5;***

Installments period (June 2019-June 2020)	Amount to be deposited (Nu.)	Date of payment latest by:
1 st Installment (June 2019)	1 month's quoted amount	10 working days from the date of issuance of 'Acceptance letter'
2 nd Installment (July – September 2019)	3 month's quoted amount	15 th June 2019
3 rd Installment (October – December 2019)	- do -	15 th September 2019
4 th Installment (Jan – March 2020)	- do -	15 th December 2019
5 th Installment (April – June 2020)	- do -	15 th March 2020

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Forms of Bid

Name of contract : **“Operation and collection of parking Fees outside core town area, Thimphu (2019-2020)”**

To : **The Executive Secretary
Post Box 215
Thimphu Thromde**

Sir/Madam

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

1. We acknowledge that the Contract Data submitted forms part of our Bid.
2. 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.
3. 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.
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 the employer and the contractor.
5. 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 THISDAY OF2019

SIGNATUREIN 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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AGREEMENT

This Agreement made this _____ day of _____ 2019 between **Executive Secretary, Thimphu Thromde** (hereinafter called “the Employer”) of the one part and ***Mr./Mrs*** (hereinafter called “the Contractor”) of the other part **Whereas** the Employer is desirous that certain Works should be executed by the Contractor, viz. ***“Operation and Collection of parking fees outside core town area, Thimphu (2019 – 2020)”*** 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: -

**Executive Secretary
Thimphu Thromde
P.O. Box 215**

Tel: 322265/323662/325210

For the Contractor:-

Mr./Mrs.

Contact No.

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.

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(Employer)

(Contractor)

Authorized Signature

Authorized Signature

Signed in presence of: -

Witness to Employers Signature

Witness to Contractors Signature

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ANNEXURE A: BILL OF QUANTITY

Particulars/Location	[1]		[2] Rate(Nu/slot/Month)		[3]	[1] x [2] x [3]
	Qty	Unit	Figure (Nu.)	Words (Ngultrums)	Months	Amount (Nu.)
<u>Olakha Area</u>						
<u>(I) Roadside parking</u>						
a) From Halipad Junction to old ECB Junction						
4-Wheelers	98	slots			13	
2-Wheelers	25	slots			13	
<u>Total Amount: Nu.</u>						

(Ngultrum: _____)

_____)only.

Seal & signature