



དཔལ་ལྷན་འབྲུག་གཞུང་། བསམ་ཆེ་རྫོང་ཁག།

SAMTSE MUNICIPALITY
"Towards Quality Infrastructure"



Date: 8/11/2023

Terms and Conditions for Outsourcing of Lichibari Eco-Park, Samtse

- Bidder Selection:** The bidder offering the highest monthly rent to the Dzongkhag Administration, once renovation is complete, shall be allowed to operate the facilities.
- Renovation Responsibility:** The bidder shall undertake all necessary renovations of the existing Eco-Park facilities as per the attached list, at their own cost.
- Renovation Timeline:** The renovation must be completed within three months from the date of signing of the contract agreement.
- Eligibility:** Any Bhutanese nationals holding valid business licenses (Construction, Restaurant, and General) are eligible to participate in the bidding.
- Physical Inspection:** All bidders are advised to physically inspect the facilities before bidding to accurately assess the scale of renovation and associated investment.
- Blacklisting:** Individuals who have been blacklisted in the past for any offenses within Bhutan shall not be eligible to participate.
- Earnest Money:** A lump sum earnest money of Nu. 30,000.00 (thirty thousand only), valid for six months from the date of the contract award, must be deposited in cash warrant or bank guarantee along with the bid form for participation. Bids without earnest money shall be rejected after the opening for the evaluation process.
- Forfeiture of Earnest Money:** If the highest bidder surrenders or withdraws their bid before signing the contract agreement, their earnest money will be forfeited. In such a case, the contract shall be awarded to the second-highest bidder. If the second-highest bidder also withdraws, their earnest money shall also be forfeited, and the work shall be re-tendered.
- Contract Duration:** The operational contract shall have a duration of five years from the date of certification of the maintenance works by the Dzongkhag Administration.



དཔལ་ལྷན་འབྲུག་གཞུང་། བསམ་རྩེ་རྫོང་ཁག།

SAMTSE MUNICIPALITY
"Towards Quality Infrastructure"



10. **Rental Charges:** Rental charges must be deposited into the DE&HSS CD Accounts (Account No. 101417351) on or before the 5th day of each month. Failure to do so will result in a 24% penalty, as per the Financial Rules & Regulations 2016.
11. **Non-Payment Consequences:** If the successful bidder fails to deposit monthly rental charges for two consecutive months during the operational period, the matter shall be dealt with according to the terms and conditions of the contract agreement.
12. **Maintenance and Management:** The entire Eco-Park compound and its facilities must be properly managed and maintained by the winning bidder at regular intervals, as per the directives of the Dzongkhag Administration.
13. **Ownership of Furniture and Equipment:** The cafeteria and other facilities must be furnished with necessary amenities by the winning bidder at their own cost and ownership of such property shall remain with them.
14. **Exemptions:** No exemptions or deductions from the payment of rental charges shall be granted for holidays or any unforeseen events that might disrupt the cafeteria's operation during the contract period.
15. **Operational Hours:** Operational hours, including the cafeteria, must be aligned with other similar business establishments in the area and the business hour timing implemented by the Dzongkhag Administration. Any alterations to the timing shall require prior permission from the Dzongkhag Administration.
16. **Bid Acceptance/Rejection:** The Dzongkhag committee reserves the absolute right to accept or reject any bid, and its decision shall be final and binding.
17. **Appeals:** Any person aggrieved by the committee's decision may appeal to the Royal Court of Justice, Samtse District Court.
18. **Utility Bills:** The payment of utility bills, such as electricity, water, sewerage and solid waste management charges, shall be the responsibility of the winning bidder.
19. **Compliance with Guidelines:** Other rules and regulations set forth in the Eco-Park operational user guide manual, SOP, checklist, etc., must be referred to and followed at all times.



དཔལ་ལྷན་འབྲུག་གཞི་རིམ་ བསམ་ཅེ་རྫོང་ཁག།

SAMTSE MUNICIPALITY
"Towards Quality Infrastructure"



20. **Agreement:** Both the parties, Dzongkhag Administration, Samtse, as the client, and the interested bidder as the contractor, agrees without limitation that the clauses in this terms and conditions constitute a legal, valid and binding agreement.

21. **Monitoring:** The overall operation of the eco-park shall be monitored by the Dzongkhag Administration, Samtse.

Signed:

(Municipal Chairman)

(Interested Bidder)

Witness:

Chief Dzongkhag Engineer
DE&HSS
Dzongkhag Administration
Samtse : Bhutan

Witness:

Ph: 05 – 365660 / 365847 Telefax: 05 - 365660