



ཐིམ་ཕུ་ཐྲོམ་དྲེ།  
Thimphu Thromde  
ROYAL GOVERNMENT OF BHUTAN  
220 Gongdzin Lam, Norzin  
Thimphu-11001: Bhutan



**CITY SPACE DOCUMENT**  
**FOR**  
**ORGANIZING A MEGA ENTERTAINMENT**

**Reference no: TT/PRO/04-2023-2024/476**

**THIMPHU THROMDE**  
**THIMPHU**



ཐིམ་ཕུ་ཐར་མ་  
Thimphu Thromde  
Royal Government of Bhutan  
220 Gongdzin Lam, Norzin  
Thimphu-11001: Bhutan



No. TT/PRO/04-2023-2024/476

9<sup>th</sup> April 2024


### NOTICE INVITING TENDER

Thimphu Thromde hereby invites sealed bids from eligible bidders with valid entertainment license holder in "A" Category **OR** holding event management license for **organizing a mega entertainment** from 1<sup>st</sup> June, 2024 to 5<sup>th</sup> June, 2024 .

The bids must be delivered to the undersigned on or before **23<sup>rd</sup> April, 2024 at 1000 hours BST**. The submission of bids through email and the late bids shall be rejected.

All Bids shall be accompanied with EMD of Nu. 30,000.00 (Ngultrum Thirty Thousand Only).

For any clarification, please contact Chief Environment Officer, City Environment Division at 17581111 or Offtg. Procurement Officer, Thimphu Thromde at 17670815 during office hours.

  
Thrompon  
Thimphu Thromde

[www.thimphucity.bt](http://www.thimphucity.bt)

### IMPORTANT DATES AND TIMES

<b>PERIOD FOR COLLECTION OF BIDDING DOCUMENT (S)</b>	FROM APRIL 9, 2024 TO APRIL 15, 2024
<b>LAST DATE AND TIME FOR SUBMISSION OF BID(S)</b>	APRIL 23, 2024, TIME 1000 HOURS BST
<b>DATE AND TIME OF BID OPENING</b>	APRIL 23, 2024, TIME 1030 HOURS BST
<b>PLACE OF OPENING OF BID(S)</b>	THROMDE CONFERENCE HALL
<b>ACTUAL DATE FOR ORGANIZING EVENT</b>	JUNE 1, 2024 – JUNE 5, 2024

## 2. Instruction to Bidder(s)

### 2.1 Contract Title: Organizing a Mega Entertainment

### 2.2 Eligibility Criteria

- Bidder(s) must provide proof of eligibility, including:
  - Valid entertainment license holder in “A” Category **OR** holding event management license, and
  - Valid tax clearance certificate.

### 2.3 Documents required with Bid

- The **original** and **copy** of bid along with a duly completed Bid Submission Form
  - Duly filled Bills of Quantity
  - Valid entertainment license holder in “A” Category **OR** holding event management license
  - A valid tax clearance certificate
  - Earnest Money Deposit (EMD) of Nu. 30,000.00 (Ngultrum Thirty Thousand) only in the form of Cash Warrant/Demand Draft/Unconditional Bank Guarantee addressed to Thrompon, Thimphu Thromde.
  - Duly signed Integrity Pact Statement
- i. The bidder(s) shall submit one original of the priced quotation with the Form of Bid and must be clearly marked as **ORIGINAL**. In addition, the bidder(s) should also submit one copy marked as **COPY**. The quotation including all documents in the attached format should be sealed in an envelope. In the event of any discrepancy between the original and the copy, the original shall prevail. Your bid in the required format must be addressed and submitted to: **Thrompon, Thimphu Thromde**.
  - ii. The deadline for receipt of bid(s) by Thimphu Thromde is not later than **23<sup>rd</sup> April 2024 at 1000 hours BST**.
  - iii. Bid submitted in any electronic form **shall not** be accepted.
  - iv. The bid should be submitted as per instructions and in accordance with the contract terms. The attached **Terms and Condition** are an integral part of the contract.
  - v. **Validity of the offers:** Bid(s) shall be valid for a period of **60 days** from the deadline for submission of bid(s). Bid valid for a shorter period shall be rejected as non-responsive by Thimphu Thromde.
  - vi. Prospective bidders requiring any further information or clarification on the bidding documents may write to Thimphu Thromde and shall be responded in writing not later than two days prior to the deadline for the submission of bids.
  - vii. The bid(s) will be opened in the presence of bidders or their representatives who choose to attend at the specified venue and time.
  - viii. Bidder whose bid is accepted will be notified of the award of a contract by Thimphu Thromde prior to the expiration of the bid validity period.

### 2.4 Bid Price

- Bidder(s) must provide clear bid price as per the bill of quantity under this invitation. Price quotation will be evaluated for the designated area and the contract awarded to the firm offering the highest evaluated bid price.
- Bid price must be quoted in Ngultrum.

### 2.5 Earnest Money Deposit

- Bid shall be accompanied by EMD of **Nu. 30,000.00 (Ngultrum Thirty Thousand)** only in the form of demand draft/Cash Warrant/Unconditional Bank Guarantee by any financial institution in

Bhutan, addressed to **Thrompon, Thimphu Thromde** and must be valid till **90 days**. Any bid not accompanied by EMD shall be treated as non-responsive.

- EMD shall serve as a financial commitment ensuring bidder sincerity, agency's security, and cost recovery in case of bidder(s) default leading to its forfeiture.

## **2.6 Integrity Pact Statement**

- Integrity Pact (IP) is a tool to prevent corruption in large-scale procurement involving government or corporate entities.
- IP entails commitments from both bidders/suppliers to uphold anti-corruption principles throughout the procurement process.
- IP formalizes commitments through written agreements, monitored by independent entities, to ensure transparency, fairness, and accountability, aiming to build trust and deter corruption.

## **2.7 Bid Opening**

- Bid(s) shall be opened on **23<sup>rd</sup> April, 2024 at 1030 Hours** as per NIT announced in official website of Thimphu Thromde.
- Bid opening shall be conducted in the presence of the identified members by Thimphu Thromde management.
- Bid details, including bidder names, bid amounts, and any accompanying documents shall be recorded accurately.
- The proceedings shall be thoroughly documented, including minutes of the meeting, bid opening register, and any other relevant records for audit and review purposes.

## **2.8 Bid Evaluation**

- Submission of the required documents along with the bid.
- Eligibility criteria stipulated in section 2.2.
- Thimphu Thromde reserves the right to reject any bid that does not meet the specified criteria.

## **2.9 Documents required for Successful Bidder**

The successful bidder is required to submit a comprehensive action plan on organizing a mega entertainment that include:

- Event concept, including layout, design and proposed use
- Security measures and crowd control plans.
- Waste management.

## **2.10 Award of Contract**

- The award will be made to the bidder who is offering the highest evaluated price.
- The successful bidder will sign a contract as per agreed-upon terms and conditions.

## **3. Contract Terms**

The successful bidder will enter into a contract with Thimphu Thromde, outlining the terms and conditions of the signing of the Agreement. The contract will specify the following:

### **3.1 Contract Duration**

- The contract duration shall be for organizing one-time event for a total of 5 days.

### **3.2 Payment Terms and Schedule**

- The payment terms of the quoted bid amount shall be 100% up-front payment.
- The due date for payment of the accepted Bid Amount shall be made within 7 working days from the date of opening of the sealed tender in the form of cash warrant or demand draft addressed to Thrompon, Thimphu Thromde.

### **3.3 Roles and Responsibilities**

- **Thimphu Thromde**
  - Monitor, supervise and evaluate the performance of organizing a mega entertainment.
  - Assist and maintain a record of all customer complaints on organizing such events.
  - Assist in supply of main waterline and disposal of waste on request of the Contractor.
  - Ensure provision of main water supply line, however an internal connection has to be arranged by the Contractor.
- **Contractor**
  - Submit details of firms participating the event to CiED, Thimphu Thromde.
  - Contractor should strictly follow ToR on organizing a event.
  - Contractor shall/should adhere to Waste Prevention and Management Regulation 2016, Waste Prevention and Management Act of Bhutan 2009, The Water Act of Bhutan 2011, The Water Regulation of Bhutan 2014.

### **3.4 Offense and penalties**

- The breach of any of the provisions under this contract terms or ToR shall result in administrative charges or penal actions as per the relevant rules and laws.

### **3.5 Termination**

- The Agency may, by written notice, terminate the contract in whole or in part at any time for its convenience if the contractor fails to perform any other terms and conditions specified in the City Space Document.

### **3.6 Compliance**

- The successful bidder must comply with all relevant laws, regulations, and guidelines established by Thimphu Thromde.
- This includes adherence to event planning, safety, and environmental protection regulations.

### **3.7 Dispute Resolution**

- In case of disputes, parties will attempt to resolve them through negotiation and mediation.
- Legal recourse may be pursued if a resolution cannot be reached amicably. The Employer may propose the person named in the Bid Submission Form to be appointed as Adjudicator under the contract. If the Bidder disagrees with this proposal, the Bidder should so state in the Bid. If, in the Letter of Acceptance, the Employer has not agreed on the bidder's nomination of the Adjudicator, the Adjudicator may be appointed by mutual consent.

### 3.8 Confidentiality

- Bidder(s) are required to maintain the confidentiality of any proprietary or sensitive information provided by Thimphu Thromde during the bidding process.

## 4. Terms of Reference

### 4.1 Designated area for organizing a event: Changlingmethang Parking in area of 38,034 ft<sup>2</sup> or 0.87 Acres



*Identified event area at Changlingmethang Parking*

### 4.2 Base Price

- The Base Price for quoting a minimum bid price is set at **Nu. 7,50,000.00 (Ngultrum Seven Lakh Fifty Thousand) only** as determined through experiences drawn from the past years.
- This base price shall serve as a threshold below which any bid will be rejected to uphold the integrity of the procurement process and secure appropriate compensation for the service or property.

### 4.3 Allocation of Stalls and Participants

- Priority must be given to socially contributing entities.
- Not more than **one** international band or a singer shall be allowed for the event.
- Vendors selling (*Momo* and *Thukpa*) in and around during the event are not allowed.
- Final decisions regarding stall awards and allotment priority has to be approved by the organizing committee in accordance with the Entertainment Rules and Regulations, 2022, and submit to Thimphu Thromde for information and monitoring.

### 4.4 Schedule for event

- The event shall be organized from **1<sup>st</sup> June to 5<sup>th</sup> June, 2024** for a period of 5 days.
- The event will run from **7:00 PM until 3:30 AM** the following day.
- The event shall be allowed for a **maximum of 5 days**, with a **preparation period of 7 days** (event setup) and **post-event activities** (clearing and cleaning) respectively.

- Until 12:00 midnight, only singing activities shall be permitted and may host JD night (dance parties from 12:00 midnight until 3:30 PM the following day.

#### **4.5 Sound Pollution**

- The noise level should be strictly maintained along with appropriate noise reduction measures.

#### **4.6 Waste Management**

- Waste generated during the event must be properly managed and segregated.
- Proper dustbins must be provided for waste disposal.
- Waste should be disposed of when garbage trucks come for collection.
- Garbage trucks will collect waste between **2:00 PM to 5:00 PM on working days and weekends**.
- Contractor is responsible for cleaning the premises and managing waste after and during the event.
- Failure to comply with Waste Prevention and Management Act of Bhutan, 2009 and Waste Prevention and Management Regulation 2016 may result in enforcement of penalties.

#### **4.7 Electricity and Water Connection**

- The Power line connection should be done upon approval from the BPCL and a separate meter should be installed during the event. The bill incurred should be paid to BPCL accordingly.
- The water supply connection should be done upon approval from the Water Supply Section of the Operation and Maintenance Division, Thimphu Thromde and a separate meter should be installed during the event. The bill incurred should be paid accordingly without any delay to Thimphu Thromde.

#### **4.8 Damage/Liability**

- Any damage to the premises or facility shall be documented with time-stamped photos to accurately record the condition of the property.
- The contractor is responsible to repairs any damages and handing-over has to be accepted by the CiED and O&MD, Thimphu Thromde.

#### **4.9 Security Management**

- Contractor shall be responsible for management of security during the event in the allotted area.
- Implement effective crowd control measures, including traffic management plans, routes, and parking to direct vehicles and ensure smooth traffic flow.



## BID SUBMISSION FORM

Dated:

Dasho Thrompon  
Thimphu Thromde

**Subject:** *Organizing a mega entertainment*

Sir,

1. Having examined the Conditions of Contract and the bidding amount, the undersigned offer to execute the work and remedy any defects or violations therein in conformity with the Conditions of Contract and Terms of Reference, for the sum of bid amounting to Nu.....in figure and in words Nu.....as specified in the Bid or such other sums as may be ascertained in accordance with the said condition.
2. We acknowledge that the contract data submitted forms the part of our Bid.
3. We undertake, if our Bid is accepted, to commence the works upon the receipt of the Thromde's notice to commence, and to carry out the task comprised in this document, consistent throughout the time stated in this contract.
4. We agree to abide by this Bid for the period of 60 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. Until a formal agreement is prepared and executed on this Bid along with the written acceptance thereof, shall constitute a binding contract between Thimphu Thromde and the Contractor.

DAY ..... MONTH ..... YEAR.....

SIGNATURE IN THE CAPACITY OF PROPRIETOR/MANAGER DULY

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

**(In Block or Typed)**

Address of the Contractor: .....

Contact Number:.....

Name of witness and signature:.....

Contract address:.....

Occupation: .....

**BILL OF QUANTITY**

Description & Details	Duration	Total Rate per Event (Nu.)	Rate in words
Rental Charges for organizing a mega entertainment from 1 <sup>st</sup> June to 5 <sup>th</sup> June 2024	5 days		

**Official Seal and Signature**

# INTEGRITY PACT

NIT No. **TT/PRO/04-2023-2024/476**

Dated:

## Organizing a mega entertainment

### 1. General

Whereas, Dasho Thrompon representing the Thimphu Thromde, Royal Government of Bhutan, hereinafter referred to as the **"Employer"** on one part, and (Name of bidder or his/her authorized representative, with power of attorney.) representing M/s. (Name of firm), hereinafter referred to as the **"Bidder"** on the other part hereby execute this agreement as follows:

This agreement shall be a part of the standard bidding document, which shall be signed by both the parties at the time of purchase of bidding documents and submitted along with the tender document. This IP is applicable only to **"large"** scale works, goods and services, threshold of which will be announced by the government from time to time. The signing of the IP shall not apply to framework contracting such as annual office supplies etc.

### 2. Objectives

Whereas, the Employer and the Bidder agree to enter into this agreement, hereinafter referred to as IP, to avoid all forms of corruption or deceptive practice by following a system that is fair, transparent and free from any influence/unprejudiced dealings in the **bidding process**<sup>1</sup> and **contract administration**<sup>2</sup>, 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 or goods or services; and

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.

### 3. Scope

The validity of this IP shall cover the bidding process<sup>1</sup> and contract administration period<sup>2</sup>.

### 4. Commitments of the Employer

The Employer Commits itself to the following:

4.1 The Employer hereby undertakes that no officials 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 or themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process and contract administration.

4.2 The Employer further confirms that its officials shall not favor any prospective bidder in any form that could afford an undue advantage to that particular bidder in the bidding process and contract administration and will treat all Bidder(s) alike.

4.3 Officials of the Employer, who may have observed or noticed or have reasonable suspicion shall report to the head of the employing agency or an appropriate government office on any violation or attempted violation of clauses 4.1 and 4.2.

<sup>1</sup>Bidding process, for the purpose of this IP, shall mean the procedures covering tendering process starting from bid preparation, bid submission, bid processing, and bid evaluation.

<sup>2</sup>Contract administration, for the purpose of this IP, shall mean contract award, contract implementation, un-authorized sub-contracting and contract handing/taking over.



## LETTER OF ACCEPTANCE

Dated:

To: *[name and address of the Service provider]*

This is to notify you that your Bid dated *[date]* for execution of the *[name of the Contract and identification number, as given in the Contract Terms and Terms of Reference]* for the Contract Price of the equivalent of *[amount in numbers and words] [name of currency]* as corrected and modified in accordance with the Instructions to Bidders is hereby accepted by our Agency.

**Note:** Insert one of the 3 options for the second paragraph. The first option should be used if the Bidder has not objected the name proposed for Adjudicator. The second option if the Bidder has objected the proposed Adjudicator and proposed a name for a substitute, who was accepted by the Employer. And the third option if the Bidder has objected the proposed Adjudicator and proposed a name for a substitute, who was not accepted by the Employer.

We confirm that *[insert name proposed by Employer in the Bidding Data]*

or

We accept that *[name proposed by bidder]* be appointed as the Adjudicator

or

We do not accept that *[name proposed by bidder]* be appointed as Adjudicator, and by sending a copy of this letter of acceptance to *[insert the name of the Appointing Authority]*, we are hereby requesting *[name]*, the Appointing Authority, to appoint the Adjudicator in accordance with Clause 3.6 of the Instructions to Bidders.

You are hereby instructed to proceed with the execution of the said contract for the provision of Services in accordance with the Contract Document(s).

Please return the attached Contract fully signed

Authorized Signature:

Name and Title of Signatory:

Name of Agency:

Attachment: Contract

## AGREEMENT

This **CONTRACT** is made on \_\_\_\_\_ day of the month of \_\_\_\_\_, 2024, between Thimphu Thromde on the one hand (hereinafter called the “**Employer**”) and, on the other \_\_\_\_\_ (hereinafter called the “**Service Provider**”).

### WHEREAS

- a) **Employer** wishes to **organize a mega entertainment** in a designated city space for entertainment of a nature set out in the Contract for the Contract Price; and
- b) **Service Provider** agrees to perform such Service in accordance with the provisions of the Contract and the Contract Bid Price at Nu. \_\_\_\_\_

It is now agreed between the Thimphu Thromde and the Service Provider that this Contract constitutes the sole contract or agreement between the Thimphu Thromde and the Service Provider for the performance by the Service Provider of the Service and that the Service Provider shall provide the Service in accordance with the provisions of the Contract and to the satisfaction of the Thromde for the Contract Period.

In witness the seals and/or hands of the parties hereto.

**For Employer**

**For Service Provider**

\_\_\_\_\_  
Dasho Thrompon  
Thimphu Thromde

\_\_\_\_\_  
Chief Executive Officer  
*[Address of the Service provider]*

**Witness**

\_\_\_\_\_  
Chief Environment Officer  
City Environment Division

\_\_\_\_\_  
Name, Sign & CID No.