



**ཐིམ་ཕུག་ཐྲོམ་དྲེ།**  
**Thimphu Thromde**  
Building No: 08  
Gongdzin lam  
Thimphu -11001: Bhutan



# STANDARD BIDDING DOCUMENTS

## PROCUREMENT

## OF

## MUNICIPAL WASTE COLLECTION & DISPOSAL SERVICES



**THIMPHU THROMDE**

**Post Box No. 215, Thimphu**

**Table of Contents**

<b>Part I – Bidding Procedures</b>	<b>1</b>
Section I. Instructions to Bidders	2
Section II. Bidding Data Sheet	20
Section III. Qualification and Evaluation Criteria	23
Section IV. Bidding Forms .....	24
<b>Part II – Activity Schedule</b>	<b>32</b>
Section V. Activity Schedule .....	33
Section VI. Scope of Service and Performance Specifications	44
<b>Part III – Conditions of Contract and Contract Forms</b>	<b>47</b>
Section VII. General conditions of Contract	48
Section VIII. Special Conditions of Contract	61
Section IX - Contract Forms .....	65

## PART - I

# BIDDING PROCEDURES

**Section I. Instructions to Bidders****Instructions to Bidders****A. General**

- 1. Scope of Bid**
  - 1.1 The Employer, as defined in the Bidding Data Sheet (BDS), invites bids through the Open Tender for the Services, as described in the BDS. The name and identification number of the Contract is provided in the BDS.
  - 1.2 The successful Bidder will be expected to complete the performance of the Services by the Intended Completion Date **provided in the BDS and the SCC Clause 2.3.**
- 2. Source of Fund**
  - 2.1 The procurement of this service shall be financed by Employer from its own budgetary allocation.
- 3. Corrupt or Fraudulent Practices**
  - 3.1 It is RGoB's policy to require that Employers, Bidders, Suppliers, Contractors and their Subcontractors observe the highest standards of ethics during the procurement and execution of contracts. In pursuance of this policy, the RGoB:
    - (a) defines, for the purposes of this provision, the terms set forth below as follows:
      - (i) "corrupt practice" is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
      - (ii) "fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
      - (iii) "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
      - (iv) "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly,

any party or the property of the party to influence improperly the actions of a party;

(v) “obstructive practice” is

(aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede the Employer’s investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or

(bb) acts intended to materially impede the exercise of the Employer’s inspection and audit rights provided for under sub-clause 3.2 below.

(b) will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the contract in question

(c) will sanction a firm or an individual, at any time, in accordance with prevailing legislations, including by publicly declaring such firm or individual ineligible, for a stated period of time: (i) to be awarded a public contract; and (ii) to be a nominated sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a public contract.

3.2 In further pursuance of this policy Bidders shall:

(a) permit the Employer to inspect any accounts and records and other documents relating to the Bid submission and contract performance, and to have them audited by auditors appointed by the Employer; and

(b) be aware of section 2.6.1 of the General Conditions of Contract.

**4. Eligible Bidders**

- 4.1 A Bidder may be a natural person, private entity, government-owned entity—subject to ITB 4.4—or any combination of such entities in the form of a joint venture or association (JVA) under an existing agreement or with the intent to enter into such an agreement supported by a letter of intent. In the case of a joint venture or association:
- (a) **unless otherwise specified in the BDS**, all partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms, and
  - (b) the JVA shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the partners of the JVA during the bidding process and, in the event the JVA is awarded the Contract, during contract execution.
- 4.2 All bidders shall provide in Section IV, Bidding Forms, a statement that the Bidder (including all members of a joint venture and subcontractors) is not associated, nor has been associated in the past, directly or indirectly, with the consultant or any other entity that has prepared the design, specifications, and other documents for the Project or being proposed as Project Manager for the Contract.
- 4.3 A Bidder that is under a declaration of ineligibility by the Government of Bhutan in accordance with applicable laws at the date of the deadline for bid submission or thereafter, shall be disqualified.
- 4.4 Government-owned enterprises shall be eligible only if they can establish that they:
- (i) are legally and financially autonomous;
  - (ii) operate under commercial law, and
  - (iii) are not dependent agencies of the Employer.
- 4.5 Bidders shall provide such evidence of their continued eligibility satisfactory to the Employer, as the Employer shall reasonably request.

**5. Qualification of the Bidder**

- 5.1 All bidders shall provide in Section IV, Bidding Forms, a preliminary description of the proposed work method and schedule, including drawings and charts, as necessary.

- 5.2 If, after opening of bids, where prequalification has not been undertaken, it is found that any of the documents listed in ITB sub-clause 5.3 and 5.4 is missing, the Employer may request the submission of that document subject to the bid being substantially responsive as per ITB clause 27. The non-submission of the document by the Bidder within a prescribed period may lead to the rejection of its bid.
- 5.3 If the Employer has not undertaken prequalification of potential bidders, all bidders shall include the following information and documents with their bids in Section IV, unless otherwise **stated in the BDS**:
- (a) copies of original documents defining the constitution or legal status, place of registration, principal place of business and evidence for the signatory of the bid to commit the Bidder, **as specified in the BDS**;
  - (b) total monetary value of collection and disposal of solid waste services performed for each of the last three years or the number of years the company has been in existence or providing this service, if less than three, in the format **indicated in BDS**;
  - (c) experience in respect to collection and disposal of solid waste for each of the last three years or for the number of years it has provided the service, if less than three with details of services under way or contractually committed and clients' contact details for further information on those contracts;
  - (d) list of major items of equipment proposed to carry out the Contract in the **format stated in the BDS**;
  - (e) qualifications and experience of key site management and technical personnel proposed for the Contract;
  - (f) reports on the financial standing of the Bidder, such as financial Statements certified by a qualified accountant, profit and loss statements and auditor's reports, as applicable for the past three years or the number of years the company has been in existence, if less than three;
  - (g) evidence of adequacy of cash-flow for this Contract (access to line(s) of credit and availability of other financial resources) in the **format stated in the BDS**;

- (h) information regarding any litigation, current or during the last three years, in which the Bidder is involved, the parties concerned, and disputed amount; and
  - (i) proposals for subcontracting components of the Services amounting to more than 10 percent of the Contract Price.
- 5.4 Bids submitted by a joint venture of two or more firms, **individually registered as contractors as per ITB sub-clause 5.6**, as partners shall comply with the following requirements, unless otherwise stated in the **BDS**:
  - (a) the Bid shall include all the information listed in ITB Sub-Clause 5.3 above for each joint venture partner;
  - (b) the Bid shall be signed so as to be legally binding on all partners;
  - (c) the Bid shall include a copy of the agreement entered into by the joint venture partners defining the division of assignments to each partner and establishing that all partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms; alternatively, a Letter of Intent to execute a joint venture agreement in the event of a successful bid shall be signed by all partners and submitted with the bid, together with a copy of the proposed agreement;
  - (d) one of the partners shall be nominated as being in charge, authorized to incur liabilities, and receive instructions for and on behalf of any and all partners of the joint venture; and
  - (e) the execution of the entire Contract, including payment, shall be done exclusively with the partner in charge.
- 5.5 To qualify for award of the Contract, bidders shall meet the following minimum qualifying criteria:
  - (a) a minimum average annual financial amount of cleaning services in respect of collection and carting away of solid waste over the last three years or the number of years the company has been in existence if less than three, representing at least the percentage, **as specified in the BDS**, of the annual contract amount for the **lot(s)** for which the bidder is selected for award of contract.



- (b) experience as prime contractor or sub-contractor in the provision of services for collection and disposal of solid waste of at least one year;
- (c) proposals for the timely acquisition (own, lease, hire, etc.) of the essential equipment in the **format stated in the BDS**;
- (d) supervisory personnel with experience in services of collection and disposal of solid waste as required for services; and
- (e) liquid assets and/or credit facilities, net of other contractual commitments as per the amount **stated for services in the BDS** in which the bidder is selected for award of contract.

5.6 The figures for each of the partners of a joint venture shall be added together to determine the Bidder's compliance with the minimum qualifying criteria of ITB sub-clause 6.5 (a), and (e); however, for a joint venture to qualify the partner in charge must meet at least 40 percent of those minimum criteria for an individual Bidder and other partners at least 25% of the criteria. Failure to comply with this requirement will result in rejection of the joint venture's Bid. Subcontractors' experience and resources will not be taken into account in determining the Bidder's compliance with the qualifying criteria, unless otherwise **stated in the BDS**.

## 6. Conflict of Interest

- 7.1 A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if :
- (d) they have a controlling partner in common; or
  - (e) they receive or have received any direct or indirect subsidy from any of them; or
  - (f) they have the same legal representative for purposes of this bid; or
  - (d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Employer regarding this bidding process; or

(e) a Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which the party is involved. However, this does not limit the inclusion of the same subcontractor in more than one bid; or

(f) a Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid.

## **7. Cost of Bidding**

7.1 The Bidder shall bear all costs associated with the preparation and submission of his Bid, and the Employer will in no case be responsible or liable for those costs regardless of the conduct or outcome of the bidding process.

7.2 The price that the Employer may charge for bidding documents, if one is charged, shall reflect only the cost of printing them and providing them to participants in the proceedings.

## **8. Site Visit/Pre-bid Meeting**

8.1 (a) The Bidder, at the Bidder's own responsibility and risk, is encouraged to visit and examine the Site of required Services and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for the Services. The costs of visiting the Site shall be at the Bidder's own expense.

(b) A pre-bid meeting shall be held if so indicated **in the BDS** to allow bidders to obtain clarifications on the bidding documents. Any information given in the course of the meeting that may have an incidence in the preparation of the bids shall be issued by the Employer as addendum after the meeting, as per ITB 12.2, to form part of the Bidding Documents.

## **B. Bidding Documents**

## **9. Content of Bidding Documents**

9.1 The set of bidding documents comprises the documents listed in the table below and addenda issued in accordance with ITB Clause 11:

Section I	Instructions to Bidders
Section II	Bidding Data Sheet
Section III	Qualification and Evaluation Criteria
Section IV	Bidding Forms

## Section V Activity Schedule

## Section VI Scope of Service and Performance Specifications

## Section VII General Conditions of Contract

## Section VIII Special Conditions of Contract

## Section IX Contract Forms

9.2 The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or to submit a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in the rejection of its bid. Sections III and IV should be completed and returned with the Bid in the number of copies specified in the **BDS**.

**10. Clarification  
of Bidding  
Documents**

10.1 A prospective Bidder requiring any clarification of the bidding documents may notify the Employer in writing or by facsimile at the Employer's address indicated in the Invitation for Bid. The Employer will respond to any request for clarification received earlier than 15 days prior to the deadline for submission of bids and by the date indicated in **the BDS**. Copies of the Employer's response will be forwarded to all purchasers of the bidding documents, including a description of the inquiry, but without identifying its source.

**11. Amendment of  
Bidding  
Documents**

11.1 Before the deadline for submission of bids, the Employer may modify the bidding documents by issuing addenda.

11.2 Any addendum thus issued shall be part of the bidding documents and shall be communicated in writing to all purchasers of the bidding documents. Prospective bidders shall acknowledge receipt of each addendum in writing to the Employer.

11.3 To give prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer shall extend, as necessary, the deadline for submission of bids, in accordance with ITB Sub-Clause 21.2 below.

### C. Preparation of Bids

**12. Language of  
Bid**

12.1 The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Employer shall be written in English. Supporting

documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the Bidding Data Sheet, in which case, for purposes of interpretation of the Bid, the translation shall govern.

**13. Documents  
Comprising  
the Bid**

13.1 The Bid submitted by the Bidder shall comprise the following:

- (a) The Form of Bid (in the format indicated in Section IV);
- (b) Bid Security in accordance with clause ITB 18.
- (c) Qualification Information Form and Documents;
- (d) Table 1- List of vehicles to be mobilized by Bidder;
- (e) Integrity Pact Statement

**14. Technical  
Proposal**

14.1 The Bidder shall prepare and submit a brief presentation of its managerial capacity to handle certain aspects of this contract, if awarded, so as to enable its proposal to be properly assessed as per the marking system referred to in ITB sub-clause 30.6.

Unless otherwise **stated in the Bid Data Sheet**, Bidders shall submit

- (a) a company profile stating its general experience and any specific experience that will be beneficial in its performance of this contract to the satisfaction of the Employer. This has to be substantiated with references from clients;
- (b) An organizational chart or structure that it intends to put in place so as to organize works on a daily basis, supervisory arrangements to ensure timely completion of works with quality control and communication facilities to enable the Employer's representative to maintain an efficient follow-up of works; and
- (c) the resources that it may have recourse to in terms of unforeseen contingencies due to festivities or other similar functions, post cyclone cleaning and disposal, personnel absences, vehicles breakdowns and the manner it proposes to organize itself in case the Employer decides to have separate collections as transportation of same to incineration or compost plants.

**15. Bid Prices**

- 15.1 The price to be quoted in the Bid Submission Form shall be the total price of the services for which the Bidder has shown interest, excluding any discount offered.
- 15.2 The Bidder shall quote any unconditional discount and indicate the method for their application in the Bid Submission Form.
- 15.3 The Contract shall be for the services and in Section VI – Scope of Service and Performance Specifications, based on the Priced Activity Schedule submitted by the successful bidder”.
- 15.4 The Bidder shall fill in rates and prices for all items of the Services described in Section VI-Scope of Service and Performance Specifications and listed in Section V - Activity Schedule. Bidders are advised that non-filling of the rate and price for any one of the items for a particular item shall render the bid for non-responsive.
- 15.5 All duties, taxes, and other levies payable by the Service Provider under the Contract, or for any other cause, as of the date 28 days prior to the deadline for submission of bids, shall be included in the total Bid price submitted by the Bidder.
- 15.6 If provided for in the BDS, the rates and prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract in accordance with and the provisions of sub-clause 6.6 of the General Conditions of Contract and/or Special Conditions of Contract. The Bidder shall submit with the Bid all the information required under the Special Conditions of Contract and of the General Conditions of Contract.

**16. Currencies of Bid**

- 16.1 The prices shall be quoted in Bhutanese currency (Ngultrum).

**17. Bid Validity**

- 17.1 Bids shall remain valid for the period **specified in the BDS**. A bid valid for a shorter period shall be rejected by the Employer as non responsive.
- 17.2 In exceptional circumstances, the Employer may request that the Bidders extend the period of validity for a specified additional period. The request and the Bidders’ responses shall be made in writing or by electronic mail. The Bid Security required pursuant to ITB Clause 16 shall be extended to 30 days after the deadline of the extended Bid validity period. A Bidder may refuse the request without forfeiting the Bid Security. The refusal to extend the bid by the bidder will make the bid invalid and shall not be further considered for evaluation and award, A Bidder agreeing

to the request shall not be required or permitted to modify its Bid, except as provided for in ITB Clause 18.

- .17.3 In the case of contracts in which the Contract Price is fixed (not subject to price adjustment), if the period of Bid validity is extended beyond 60 days, the amounts payable in local and foreign currency to the Bidder selected for award shall be adjusted as specified in the request for extension. Bid evaluation shall be based on the Bid Price without taking the above correction into consideration.

## **18. Bid Security**

- 18.1 The Bidder shall furnish, as part of the Bid, a Bid Security as **specified in the BDS.**

- 18.2 The Bid Security shall be in fixed amount as specified in BDS and denominated in Ngultrum (Nu) or the currency of the Bid or in another freely convertible currency, and shall:

- (a) at the Bidders option, be in any of the following forms;

(i) a demand unconditional bank guarantee; or

(ii) a account payee demand draft; or

(iii) a account payee cash warrant.

- (b) be issued by a reputable financial institution acceptable to the Employer selected by the Bidder and located in any eligible country. If the institution issuing the Bid Security is located outside Bhutan, it shall have a correspondent financial institution located in Bhutan to make it enforceable.

- (c) in the case of a bank guarantee, be substantially in accordance with the form of Bid Security included in Section IV, Security Forms, or other form approved by the Employer prior to Bid submission;

- (d) be payable promptly upon written demand by the Employer in case the conditions listed in ITB Sub-Clause 18.6 are invoked;

- (e) be submitted in its original form; copies shall not be accepted;

- (f) remain valid for a period of 30 days beyond the validity period of the Bids, as extended, if applicable, in accordance with ITB Sub-Clause 17.2.

18.3 Any Bid not accompanied by a responsive Bid Security shall be Rejected by the Employer as non-responsive

18.4 The Bid Securities of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder furnishing the Performance Security and in any event not later than 30 days after the expiration of the validity of the unsuccessful Bidder's Bid.

18.5 The Bid Security may be forfeited:

- (a) if a Bidder withdraws its Bid during the period of Bid validity specified by the Bidder on the Bid Submission Sheet, except as provided for in ITB Sub-Clause 17.2; or
- (b) if the Bidder that submitted the lowest evaluated Bid does not accept the correction of the Bid price pursuant to Clause 27; or
- (c) if the successful Bidder fails within the specified time limit to
  - (i) sign the Contract; or
  - (ii) furnish the required Performance Security

18.6 The Bid Security of a JV/C/A must be in the name of the JV/C/A that submits the Bid. If the JV/C/A has not been legally constituted at the time of bidding, the Bid Security shall be in the names of all future partners as named in the letter of intent.

## **19. Format and Signing of Bid**

19.1 The Bidder shall prepare one original of the documents comprising the Bid as described in ITB clause 13 of these Instructions to Bidders, bound with the volume containing the Form of Bid, and clearly marked "ORIGINAL." In addition, the Bidder shall submit copies of the Bid, in the number **specified in the BDS**, and clearly marked as "COPIES." In the event of discrepancy between them, the original shall prevail.

19.2 The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder, pursuant to sub-clauses 5.3(a) or 5.4(b), as the case may be. All pages of

the Bid where entries or amendments have been made shall be initialed by the person or persons signing the Bid.

19.3 The Bid shall contain no alterations or additions, except those to comply with instructions issued by the Employer, or as necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the Bid.

19.4 A bid submitted by a JVA shall comply with the following requirements:

- (a) unless not required in accordance with ITB 4.1 (a), be signed so as to be legally binding on all partners, and
- (b) include the representatives' authorization referred to in ITB 13.1 (d), consisting of a power of attorney signed by those legally authorized to sign on behalf of the JVA

#### **D. Submission of Bids**

#### **20. Sealing and Marking of Bids**

20.1 The Bidder shall seal the original and all copies of the Bid in two inner envelopes and one outer envelope, duly marking the inner envelopes as "ORIGINAL" and "COPIES".

20.2 The inner and outer envelopes shall

- (a) be addressed to the Employer at the address **provided in the BDS;**
- (b) bear the name and identification number of the Contract as **defined in the BDS** and Special Conditions of Contract; and
- (c) provide a warning not to open before the specified time and date for Bid opening as **defined in the BDS.**

20.3 In addition to the identification required in ITB sub-clause 20.2, the inner envelopes shall indicate the name and address of the Bidder to enable the Bid to be returned unopened in case it is declared late, pursuant to ITB clause 22.

20.4 If the outer envelope is not sealed and marked as above, the Employer will assume no responsibility for the misplacement or premature opening of the Bid.



- 21. Deadline for Submission of Bids**
- 21.1 Bids shall be delivered to the Employer at the address specified above no later than the time and date **specified in the BDS**.
- 22.2 The Employer may extend the deadline for submission of bids by issuing an amendment in accordance with ITB Clause 10, in which case all rights and obligations of the Employer and the bidders previously subject to the original deadline will then be subject to the new deadline.
- 22. Late Bids**
- 22.1 Any Bid received by the Employer after the deadline prescribed in ITB clause 21 will be returned unopened to the Bidder.
- 23. Modification and Withdrawal of Bids**
- 23.1 Bidders may modify or withdraw their bids by giving notice in writing before the deadline prescribed in ITB Clause 21.
- 23.2 Each Bidder's modification or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with ITB clauses 21 and 20, with the outer and inner envelopes additionally marked "MODIFICATION" or "WITHDRAWAL," as appropriate.
- 23.3 No Bid may be modified after the deadline for submission of Bids.
- 23.4 Withdrawal of a Bid between the deadline for submission of bids and the expiration of the period of Bid validity specified in the BDS or as extended pursuant to ITB sub-clause 17.2 shall result in the forfeiture of the Bid Security or execution of the Bid Securing Declaration pursuant to ITB clause 18.
- 23.5 Bidders may only offer discounts to, or otherwise modify the prices of their bids by submitting Bid modifications in accordance with this clause, or included in the original Bid submission.

### **E. Bid Opening and Evaluation**

- 24. Bid Opening**
- 24.1 The Employer will open the bids, including modifications made pursuant to ITB Clause 24, in the presence of the bidders' representatives who choose to attend at the time and in the place **specified in the BDS**.
- 24.2 Envelopes marked "WITHDRAWAL" shall be opened and read out first. Bids for which an acceptable notice of withdrawal has been submitted pursuant to ITB clause 23 shall not be opened.

24.3 The Bidders' names, the Bid prices, the total amount of each Bid and of any alternative Bid (if alternatives have been requested or permitted), any discounts, Bid modifications and withdrawals, the presence or absence of Bid Security/subscription to Bid Securing Declaration, and such other details as the Employer may consider appropriate, will be announced by the Employer at the opening. No bid shall be rejected at bid opening except for the late bids pursuant to ITB clause 22; Bids, and modifications, sent pursuant to ITB clause 23 that are not opened and read out at bid opening will not be considered for further evaluation regardless of the circumstances. Late and withdrawn bids will be returned unopened to the bidders.

24.4 The Employer shall prepare a record of the bid opening that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, substitution, or modification; the Bid Price, per options if applicable, including any discounts and alternative offers; and the presence or absence of a bid security/subscription to Bid Securing declaration as applicable, if one was required. The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders.

**25. Process to Be Confidential**

25.1 Information relating to the examination, clarification, evaluation, and comparison of bids and recommendations for the award of a contract shall not be disclosed to bidders or any other persons not officially concerned with such process. Any effort by a Bidder to influence the Employer's processing of bids or award decisions may result in the rejection of his Bid.

25.2 If, after finalization of contract with the selected bidder, a bidder wishes to ascertain the grounds on which its bid was not selected, it should address its request to the Employer, who will provide written explanation. Any request for explanation from one bidder should relate only to its own bid; information about the bid of competitors will not be addressed.

**26. Clarification of Bids**

26.1 To assist in the examination, evaluation, and comparison of bids, the Employer may, at the Employer's discretion, ask any Bidder for clarification of the Bidder's Bid, including breakdowns of the prices in the Activity Schedule, and other information that the Employer may require. The request for clarification and the response shall be in writing via e-mail or

facsimile, but no change in the price or substance of the Bid shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the bids in accordance with ITB clause 28.

26.2 Subject to ITB sub-clause 26.1, no Bidder shall contact the Employer on any matter relating to its bid from the time of the bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Employer, he should do so in writing.

27.3 Any effort by the Bidder to influence the Employer in the Employer's bid evaluation or contract award decisions may result in the rejection of the Bidder's bid.

**27. Examination  
of Bids and  
Determination  
of  
Responsiveness**

27.1 Prior to the detailed evaluation of bids, the Employer will determine whether each bid (a) meets the eligibility criteria defined in ITB Clause 4; (b) has been properly signed; (c) is accompanied by the required securities; and (d) is substantially responsive to the requirements of the bidding documents.

27.2 A substantially responsive Bid is one which conforms to all the terms, conditions, and specifications of the bidding documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the Services; (b) which limits in any substantial way, inconsistent with the bidding documents, the Employer's rights or the Bidder's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive bids.

27.3 If a bid is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

**28. Correction of  
Errors**

29.1 Bids determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Arithmetical errors will be rectified by the Employer on the following basis: if there is a discrepancy between unit prices and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected; if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be

corrected; if there is a discrepancy between the amounts in figures and in words, the amount in words will prevail.

- 29.2 The amount stated in the Bid will be adjusted by the Employer in accordance with the above procedure for the correction of errors and, with the concurrence of the Bidder, shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, the Bid will be rejected, and the Bid Security shall be forfeited

**29. Evaluation  
and  
Comparison of  
Bids**

- 29.1 The Employer will evaluate and compare only the bids determined to be substantially responsive in accordance with ITB Clause 27.

- 29.2 In evaluating the bids, the Employer will determine for each Bid the evaluated Bid price by adjusting the Bid price as follows:

- (a) making any correction for errors pursuant to ITB Clause 28;
- (b) making appropriate adjustments to reflect discounts or other price modifications offered in accordance with ITB sub-clause 23.5.

- 29.3 The Employer reserves the right to accept or reject any variation or deviation. Variations and deviations offers and other factors, which are in excess of the requirements of the bidding documents or otherwise result in unsolicited benefits for the Employer will not be taken into account in Bid evaluation.

- 29.4 The estimated effect of any price adjustment conditions under sub-clause 6.6 of the General Conditions of Contract, during the period of implementation of the Contract, will not be taken into account in Bid evaluation.

- 29.5 After clarifications, corrections and adjustments all substantially responsive bids shall be compared through a marking system in respect of their technical and commercial merits as defined in Section III Qualification and Evaluation Criteria.

The markings shall be allocated on the basis of a maximum of 30 marks for the Technical Evaluation and 70 marks for the Financial Evaluation.

**30. Margin of  
Preference**

- 30.1 Margin of Preference is not applicable.

## **F. Award of Contract**

- |   |  |
|---|--|
| <b>31. Award Criteria</b>   | 31.1 Subject to ITB clause 32, the Employer will award the Contract to the Bidder whose Bid has been determined to be substantially responsive to the bidding, provided that such Bidder has been determined to be (a) eligible in accordance with the provisions of ITB clause 4, and (b) qualified in accordance with the provisions of ITB Clause 5.  |
| <b>32. Employer's Right to Accept any Bid and to Reject any or all Bids</b> | 32.1 Notwithstanding ITB Clause 31, the Employer reserves the right to accept or reject any bid, and to cancel the bidding process and reject all bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or bidders.   |
| <b>33. Notification of Award and Signing of Agreement</b>                   | <p>33.1 Prior to the expiration of the period of bid validity, the Employer shall, for contract amount above the prescribed threshold, notify the selected bidder of the proposed award and accordingly notify unsuccessful bidders. Subject to Challenge and Appeal the Employer shall notify the selected Bidder, in writing, by a Letter of Acceptance for award of contract. The Letter of Acceptance shall specify the sum that the Employer will pay the Contractor in consideration of the execution and completion of the Works (hereinafter and in the Conditions of Contract and Contract Forms called "the Contract Price") and the requirement for the Contractor to remedy any defects therein as prescribed by the Contract. Within seven days from the issue of Letter of Acceptance, the Employer shall publish on the Public Procurement Portal (<a href="http://publicprocurement.govmu.org">publicprocurement.govmu.org</a>) and the Employer's website, the results of the Bidding Process identifying the bid and lot numbers and the following information:</p> <ul style="list-style-type: none"><li>(i) name of the successful Bidder, and the Price it offered, as well as the duration and summary scope of the contract awarded; and</li><li>(ii) an executive summary of the Bid Evaluation Report.</li></ul> <p>33.2 Until a formal contract is prepared and executed, the issue of the Letter of Acceptance shall constitute a binding Contract.</p> <p>33.3 The Contract, in the form provided in the bidding documents, will incorporate all agreements between the Employer and the</p> |

successful Bidder. It will be signed by the Employer and sent to the successful Bidder along with the Letter of Acceptance. Within 10 days of receipt of the Contract, the successful bidder shall sign the Contract and return it to the Employer, together with the required performance security pursuant to Clause 33.

**34. Performance  
Security**

- 34.1 Within 7 days after receipt of the Letter of Acceptance, the successful Bidder shall deliver to the Employer a Performance Security in the amount and in the form of a Bank Guarantee **stipulated in the BDS**, denominated in the type and proportions of currencies in the Letter of Acceptance and in accordance with the General Conditions of Contract.
- 34.2 If the Performance Security is provided by the successful Bidder in the form of a Bank Guarantee, it shall be issued by a correspondent bank located in the Bhutan.
- 35.3 Failure of the successful Bidder to comply with the requirements of ITB Sub-Clause 34.1 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Bid Security or enforcement of the Bid Securing declaration, whichever is applicable.

**35. Adjudicator**

- 35.1 The Employer may propose the person named in the BDS 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.

<b>Section II. Bidding Data Sheet</b>
---------------------------------------

This section should be filled in by the Employer before issuance of the bidding documents. The insertions should correspond to the information provided in the Invitation for Bids

<b>A. General</b>	
<b>ITB 1.1</b>	<p>The Employer is <b>Executive Secretary, Thimphu Thromde</b></p> <p>The name and identification number of the Procurement is :<b>Collection and Disposal of Municipal Waste</b></p>
<b>ITB 1.2</b>	The Intended Contract Period is for <b>2</b> years as from the effective date of the Contract. If not terminated earlier as per clause 2.6.1 of the General Conditions of Contract
<b>ITB 4.1(a)</b>	Not Applicable
<b>ITB 5.3</b>	Pre-qualifications is <b>not applicable</b> .
<b>ITB 5.3</b>	<p>The Qualification Information and Bidding forms to be submitted are as follows:</p> <ul style="list-style-type: none"> <li>(a) Copy of any business license – <b>Bidders can submit prior to signing of contract.</b></li> <li>(b) Bidders have to submit their total monetary value of services for the last three years or less as applicable by filling in the Form provided in Section IV as Table 1. –<b>Not Applicable</b></li> <li>(c) Experience regards to collection and disposal of waste : <b>NA</b></li> <li>(d) Bidders have to submit their list of major items of equipment and tools they propose to mobilize for part or whole of the services required in this contract by filling the Form provided in Section IV as Table 2.<b>Not Necessary</b></li> <li>(e) Qualification and experience of key staffs- <b>Required</b></li> <li>(f) Report of profit and loss statement of the company- <b>Not Applicable</b></li> <li>(g) Bidders have to submit evidence of their credit facility for an amount representing the total amount for the lots as set out in the Scope of Service and Performance Specifications for which they have shown interest and consider that they would qualify for award of contract as per ITB Clause 6.5. The evidence shall be dated not later than one month prior to the closing date for submission of bids and shall remain valid till the award of contract. <b>Not Applicable</b></li> <li>(h) Information on litigation- <b>Need to provide if any</b></li> <li>(i) Subcontracting of services- <b>Not applicable</b></li> </ul>

<b>ITB 5.4</b>	Joint Venture – <b>Not Applicable</b>
<b>ITB 5.5(a)</b>	Not Applicable
<b>ITB 5.5(b)</b>	Not Applicable
<b>ITB 5.5(c)</b>	The essential equipment to be made available for the Contract by the successful Bidder shall be at least as indicated in Section VI. <b>Not Necessary</b>
<b>ITB 5.5(e)</b>	The successful bidder should have secured a credit facility or liquid asset for at least the amount as indicated services in Section VI to be qualified for award of contract. <b>Not Applicable</b>
<b>ITB 5.6</b>	Subcontractors' experience <b>will not</b> be taken into account.
<b>ITB 8.1 (b)</b>	<b>No Pre-bid meeting</b>  For clarifications, bidders can send queries related to bidding documents via email ( <a href="mailto:ywangdi@thimphucity.gov.bt">ywangdi@thimphucity.gov.bt</a> ) and employer will response within 24 hours.
<b>B. Bidding Data</b>	
<b>ITB 9.2 and 20.1</b>	The number of copies of the Bid to be completed and returned shall be <i>[2]</i> that is one original and <i>[1]</i> copies.
<b>ITB 10.1</b>	The Employers' address for clarification is:  Yeshe Wangdi Environment Division Thimphu Thromde Post Box-215 Telephone#336310
<b>C. Preparation of Bids</b>	
<b>ITB 14.1</b>	Technical proposals not required
<b>ITB 15.6</b>	The Contract <b>IS NOT</b> subject to price adjustment clause 6.6 of the General Conditions of Contract.
<b>ITB 17.1</b>	The period of Bid validity shall be <b>90</b> days after the deadline for Bid submission specified in the BDS.
<b>ITB 18.1</b>	Bid Security amounting to Nu. 180,000.00 for Lot:I and 120,000.00 for Lot:II



<b>D. Submission of Bids</b>	
<b>ITB 20.2</b>	<p>The Employer's address for the purpose of Bid submission is:</p> <p><b>Executive Secretary</b></p> <p><b>Thimphu Thromde</b></p> <p><b>Post Box=215</b></p> <p><b>NPPF Building</b></p> <p>For identification of the bid the envelopes should indicate:</p> <p>Contract: <b>Collection and Disposal of Municipal Waste Services</b></p> <p><b>DO NOT OPEN BEFORE 10.00 Hours local time on February 05, 2020</b></p>
<b>ITB 21.1</b>	The deadline for submission of bids shall be <i>February 05, 2020 at 10.00 Hours</i>
<b>E. Bid Opening and Evaluation</b>	
<b>ITB 24.1</b>	<p>Bids will be opened at the following address;</p> <p>Time: 10.30 AM</p> <p>Date : February 05, 2020</p> <p>Venue: The Conference hall of Thimphu Thromde</p>
<b>ITB 29.5</b>	Not Applicable
<b>F. Award of Contract</b>	
<b>ITB 34.1</b>	The Performance Security shall be for <i>[10 percent of one year value]</i> and shall remain valid for a period of 28 days after the expiry date of the contract. In the event the contract is renewed, this security shall be renewed for each contract period and shall remain <b>valid for a period of 28 days</b> after the expiry date of the renewed contract.
<b>ITB 35</b>	Adjudicator may be appointed by mutual consent.

<b>Section III. Qualification and Evaluation Criteria</b>
---

Sl#	Descriptions	Requirement Criteria	Remarks
1	Nationality	Only Bhutanese Nationals	Must
2	Business license	Appropriate non consulting services license to be submitted prior to signing of agreement.	Bidder shall submit undertaking to obtain license in due course
3	Government owned entity	Legally and financially independent if government agencies intends to apply	Must
4	Made misleading or false representation in forms, statements and attachments submitted	Based on verifications if suspected against bidder	Must
5	Bid Validity	90 days	Must
6	Bid Security	1% of quoted price	Must
7	Completeness of bids	i) Bid submission form ii) Integrity pact statement and iii) price schedule with cost analysis sheet	Must
Personal (bidders must submit CID copy, certificates and CV/resume of proposed personals)			
Sl	Position	Minimum qualifications	Must
8	General Manager	Bachelors Degree any field	1
9	Transport Manager	VIT graduate (Auto/mechanic)	1
10	Accounts Manager	Bachelors or Diploma	1
11	Customer manager	Minimum class 12	1
13	Drivers	Driving license holders	5
14	Handy boys	NA	5

***Bids shall be evaluated on a “must comply” basis for items hereunder as per the requirements described in the bidding document. Non-compliance with any of the criteria will render the bid non-responsive.***

Bids found to be substantially responsive and having satisfied the “must comply” criteria shall be subject to an evaluation financial offer.

<b>Section IV. Bidding Forms</b>
----------------------------------

**1. Bid Submission Form**

Date: \_\_\_\_\_

To: Executive Secretary  
Thimphu Thromde

<b>Collection and Disposal of Municipal Waste</b>
---

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders (ITB) Clause 11;
- (b) We offer to execute the **services** for **Collection and Disposal of Municipal waste** in accordance with the Conditions of Contract, Special Conditions of Contract, Scope of Service and Performance Specifications, and Activity Schedule accompanying this Bid.
- (c) The contract value:  
 .....  
 .....
- (d) Our bid shall be valid for a period of **90** days from the deadline fixed for the bid submission in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (e) If our bid is accepted, we commit to obtain a Performance Security in accordance with the Bidding Document;
- (f) We are not participating, as a Bidder in more than one bid in this bidding process.
- (g) We are not a government owned entity / We are a government owned entity but meet the requirements of ITB 4.4
- (j) We have taken steps to ensure that no person acting for us or on our behalf will engage in any type of fraud and corruption as per the principles described hereunder, during the bidding process and contract execution:

- (i) We shall not, directly or through any other person or firm, offer, promise or give to any of the Thimphu Thromde's employees involved in the bidding process or the execution of the contract or to any third person any material or immaterial benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
- (ii) We shall not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- (iii) We shall not use falsified documents, erroneous data or deliberately not disclose requested facts to obtain a benefit in a procurement proceeding.

We understand that transgression of the above is a serious offence and appropriate actions will be taken against such bidders.

- (o) We understand that this bid, together with your written acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed;
- (p) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive; and
- (q) If awarded the contract, the person named below shall act as Contractor's Representative:

Name: .....

In the capacity of: .....

Signed: .....

Duly authorized to  
sign the Bid for and  
on behalf of: .....

Date: .....

Seal of Company .....

## 2. Form of Bid Security (Bank Guarantee) – Any banks from Bhutan

*[The **Bank/Bidder** shall fill in this Bank Guarantee form in accordance with the instructions indicated in brackets.]*

\_\_\_\_\_ *[Bank's Name, and Address of Issuing Branch or Office]*

**Beneficiary:** \_\_\_\_\_ *[Name and Address of Employer]*

**Date:** \_\_\_\_\_

**BID GUARANTEE No.:** \_\_\_\_\_

We have been informed that *[name of the Bidder]* (hereinafter called "the Bidder") has submitted to you its Bid dated (hereinafter called "the Bid") for the execution of *[name of contract]* under Invitation for Bids No. *[IFB number]* ("the IFB").

Furthermore, we understand that, according to your conditions, Bids must be supported by a Bid Guarantee.

At the request of the Bidder, we *[name of Bank]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[amount in figures]* (*[amount in words]*) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the bid conditions, because the Bidder:

- (a) has withdrawn its Bid during the period of Bid validity specified by the Bidder in the Form of Bid; or
- (b) having been notified of the acceptance of its Bid by the Employer during the period of Bid validity, (i) fails or refuses to execute the Contract Form, if required, or (ii) fails or refuses to furnish the Performance Security, in accordance with the Instructions to Bidders.

This guarantee will expire: (a) if the Bidder is the successful Bidder, upon our receipt of copies of the Contract signed by the Bidder and the Performance Security issued to you upon the instruction of the Bidder; or (b) if the Bidder is not the successful Bidder, upon the earlier

of (i) our receipt of a copy of your notification to the Bidder of the name of the successful Bidder; or (ii) 30 days after the expiration of the Bidder's Bid.

Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

---

*[Signature]*

### 3. Integrity Pact Statement

#### 1. General:

Whereas *(Name of head of the procuring agency or his/her authorized representative, with power of attorney)* representing the *(Name of procuring agency)*, 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, the 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:

---

<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.

The validity of this IP shall cover the bidding process and contract administration period.

#### **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 for 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 Bidders 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 any violation or attempted violation of clauses 4.1 and 4.2.
- 4.4 Following report on violation of clauses 4.1 and 4.2 by official (s), through any source, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings shall be initiated by the Employer and such a person shall be debarred from further dealings related to the bidding process and contract administration.

#### **5. Commitments of Bidders**

The Bidder commits himself/herself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of the bidding process and contract administration in order to secure the contract or in furtherance to secure it and in particular commits himself/herself to the following :-

- 5.1 The Bidder shall 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 and contract administration, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding process and contract administration.
- 5.2 The Bidder shall not collude with other parties interested in the contract to manipulate in whatsoever form or manner, the bidding process and contract administration.

- 5.3 If the bidder(s) have observed or noticed or have reasonable suspicion that the provisions of the IP have been violated by the procuring agency or other bidders, the bidder shall report such violations to the head of the procuring agency.

#### **6. Sanctions for Violation:**

The breach of any of the aforesaid provisions shall result in administrative charges or penal actions as per the relevant rules and laws;

- 6.1 The breach of the IP or commission of any offence (forgery, providing false information, mis-representation, providing false/fake documents, bid rigging, bid steering or coercion) by the Bidder, or any one employed by him, or acting on his/her behalf (whether with or without the knowledge of the Bidder), shall be dealt with as per the terms and conditions of the contract and other provisions of the relevant laws.

- 6.2 The breach of the IP or commission of any offence by the officials of the procuring agency shall be dealt with as per the rules and laws of the land in vogue.

#### **7. Monitoring and Administration:**

- 7.1 The respective procuring agency shall be responsible for administration and monitoring of the IP as per the relevant laws.

- 7.2 The bidder shall have the right to appeal as per the arbitration mechanism contained in the relevant rules.

We, hereby declare that we have read and understood the clauses of this agreement and shall abide by it.

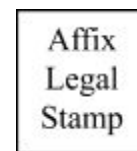
The parties hereby sign this IntegrityPact at *(place)* \_\_\_\_\_ on *(date)* \_\_\_\_\_



EMPLOYER

Executive Secretary

\_\_\_\_\_  
Witness



BIDDER/REPRESENTATIVE

\_\_\_\_\_  
Witness:



Chief Environment Officer

**8. - List of proposed key personals by the Bidder for this service**

SL No.	Proposed designation	No.	Min. Qualification	Proposed candidates	
				Name	CID
1	General Manager	1	Bachelors Degree in any field		
2	Transport Manager	1	VTI graduate in Auto General Mechanics		
3	Accounts Manager	1	Diploma in accounting		
4	Customer Manager	1	Class 12		
5	Drivers	1	Medium/Heavy		
6		2	Medium/Heavy		
7		3	Medium/Heavy		
8		4	Medium/Heavy		
9		5	Medium/Heavy		
10	Handy boys	1	NA		
11		2	NA		
12		3	NA		
13		4	NA		
14		5	NA		

Note: Provide names of proposed candidates and attach CV's/Resume, copy citizen indentify card and copy of academic certificate of proposed personals.

**9. List of vehicles to be deployed by bidders**

*(if bidders wishes to use additional vehicles besides employers vehicle)*

Description (Type, model)	Registration Number	Year of Registration	Waste Carrier License ( optional) <sup>1</sup>	Capacity/ Tons and Volumetric capacity <sup>2</sup>	Owned (O) or Lease(L) <sup>3</sup>

--	--	--	--	--	--

**Notes :**

<sup>1</sup> – In case Waste Carrier License is not available, bidder shall submit undertaking to obtain license in due course or propose alternate vehicles at least volumetric capacity holding valid waste carrier licenses

<sup>2</sup>- Volumetric Capacity means volume of bins. In case of Compactor Lorry, a factor of 1.5 times the volume of the closed bin shall be used.

<sup>3</sup>- In case of lease, a letter evidencing the intention of lease from lessor to the bidder, clearly mentioning the vehicle/s registration number/s, shall be submitted.

PART - II

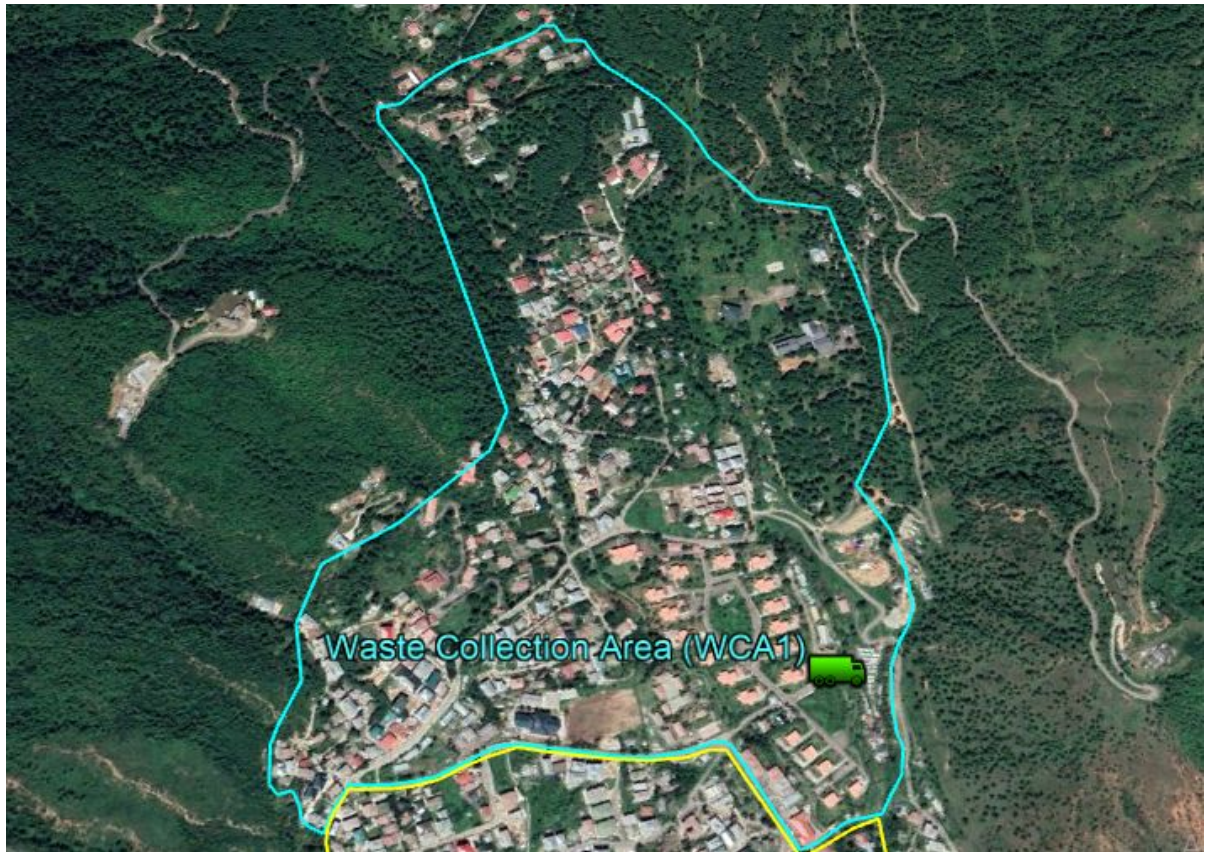
ACTIVITY SCHEDULE

**Section V. Activity Schedule**

## LOT-I (Central City)

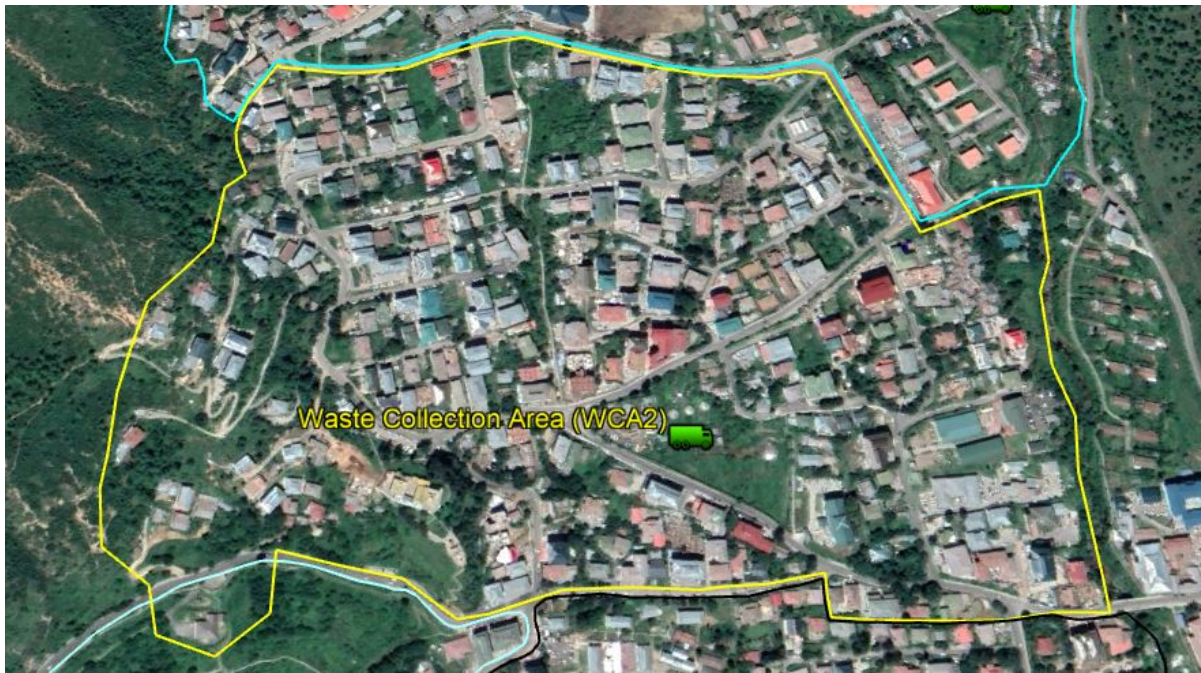
## 1. Map showing waste collection areas under Lot-I

## 1. a) Waste Collection Area (WCA1)



## 1. b) Waste Collection Area (WCA2)



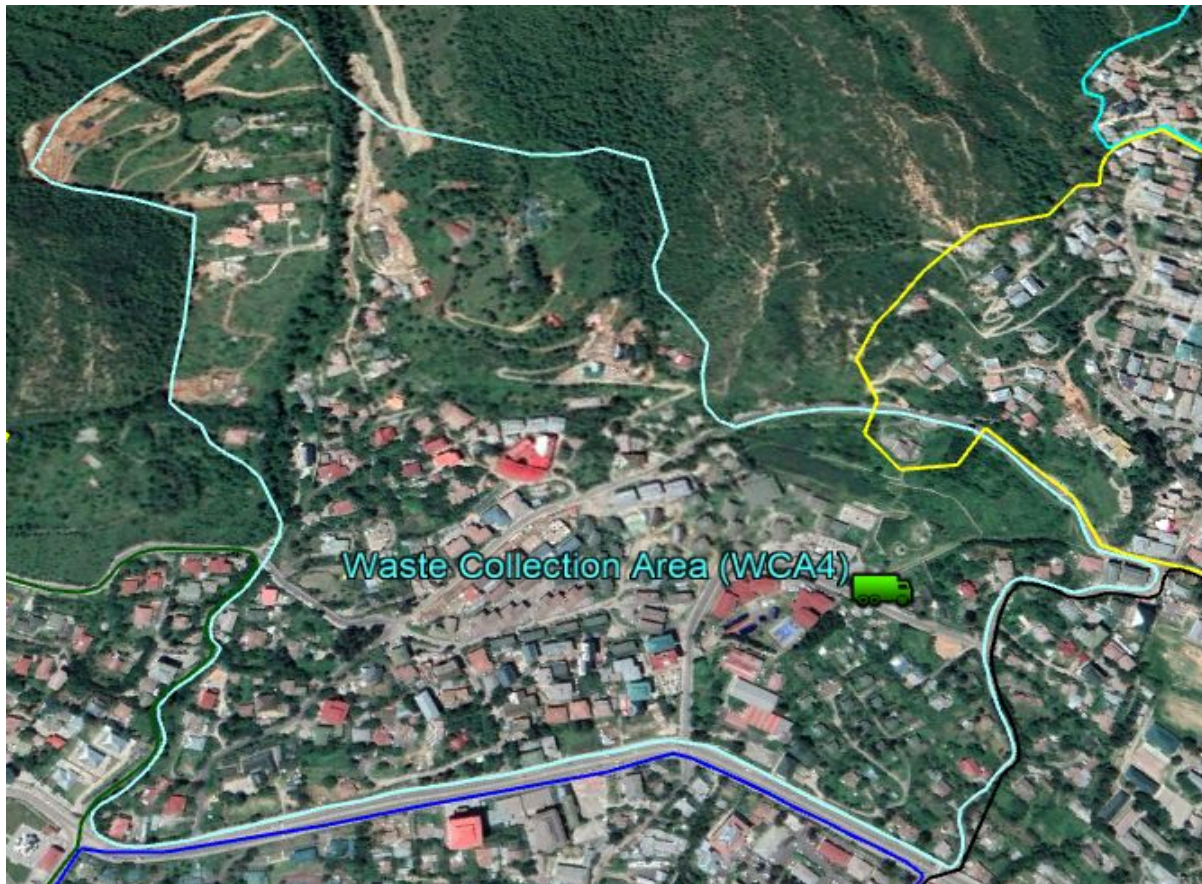


1. c) Waste Collection Area (WCA3)



1. d) Waste Collection Area (WCA4)



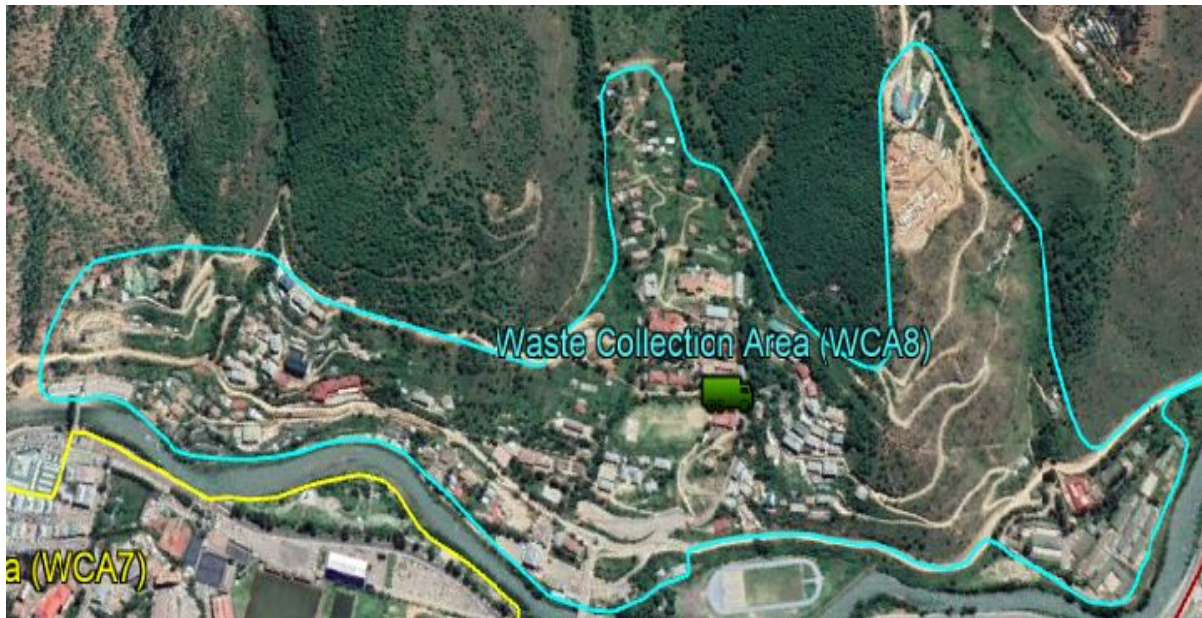


1.e) Waste Collection Area (WCA5, WCA6 and WCA7)





1.f) Waste Collection Area (WCA8)





1.g) Waste Collection Area (WCA9)



1.h) Waste Collection Area (WCA10)

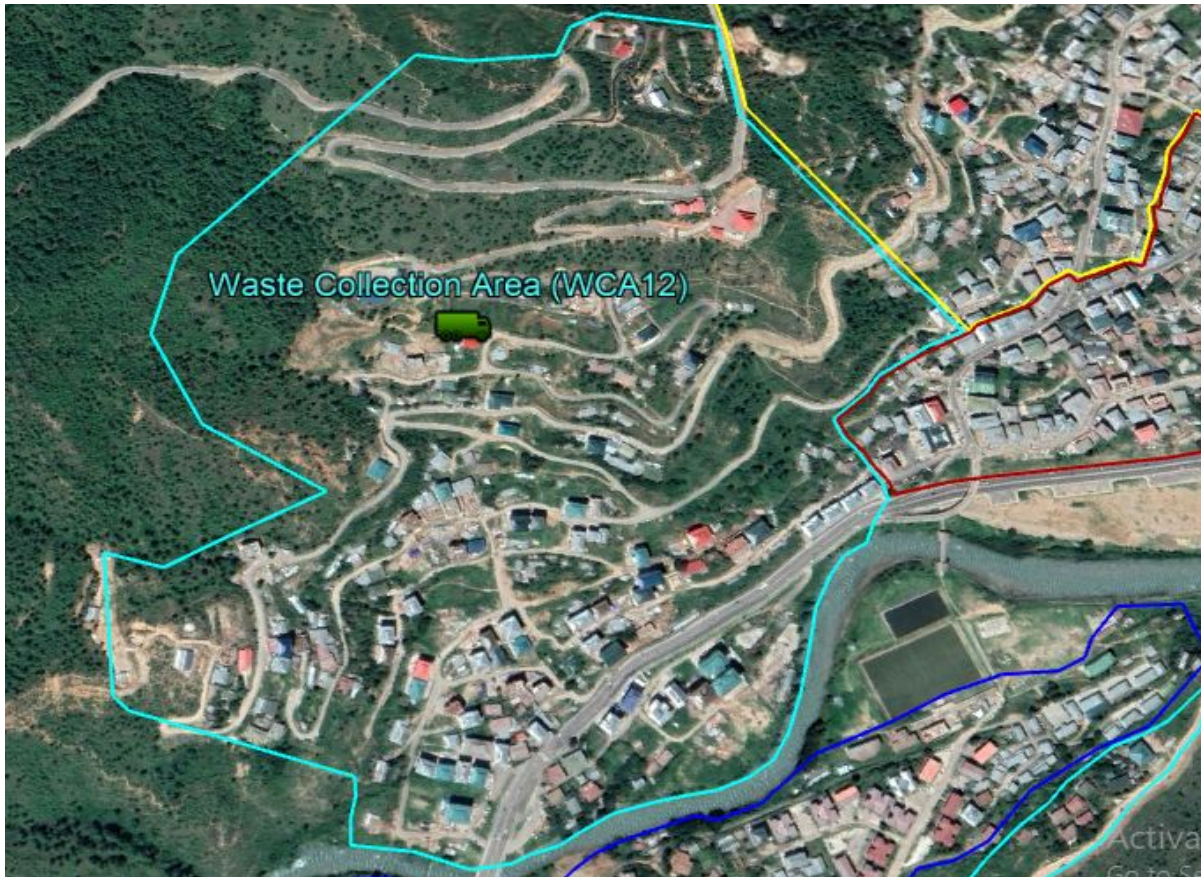




## 1.i) Waste Collection Area (WCA11)



## 1.j) Waste Collection Area (WCA12)





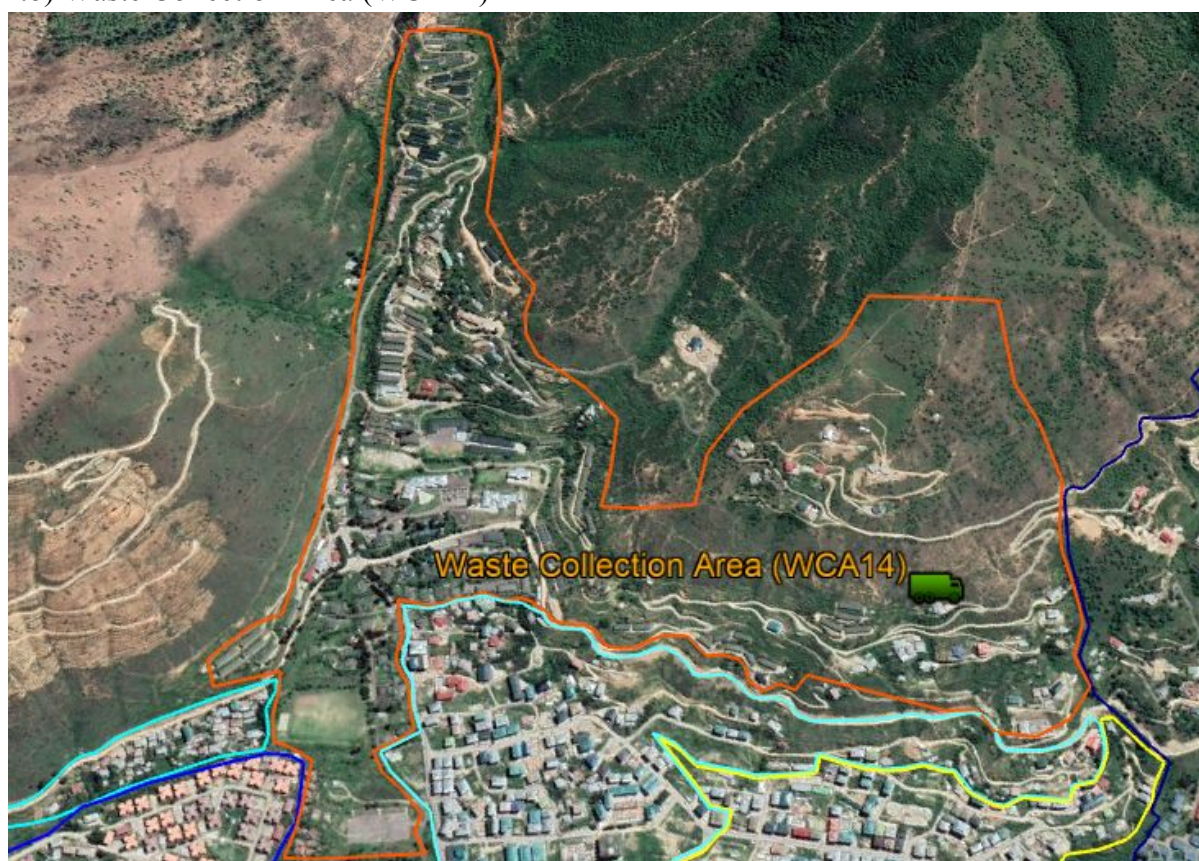
LOT-II (South City)

2. Map showing waste collection areas under Lot-II

2. a) Waste Collection Area (WCA13)



2.b) Waste Collection Area (WCA14)





2.c) Waste Collection Area (WCA15 and WCA16)



2.d) Waste Collection Area (WCA17)





2.e) Waste Collection Area (WCA18)



2.f) Waste Collection Area (WCA19)



2.g) Waste Collection Area (WCA20)



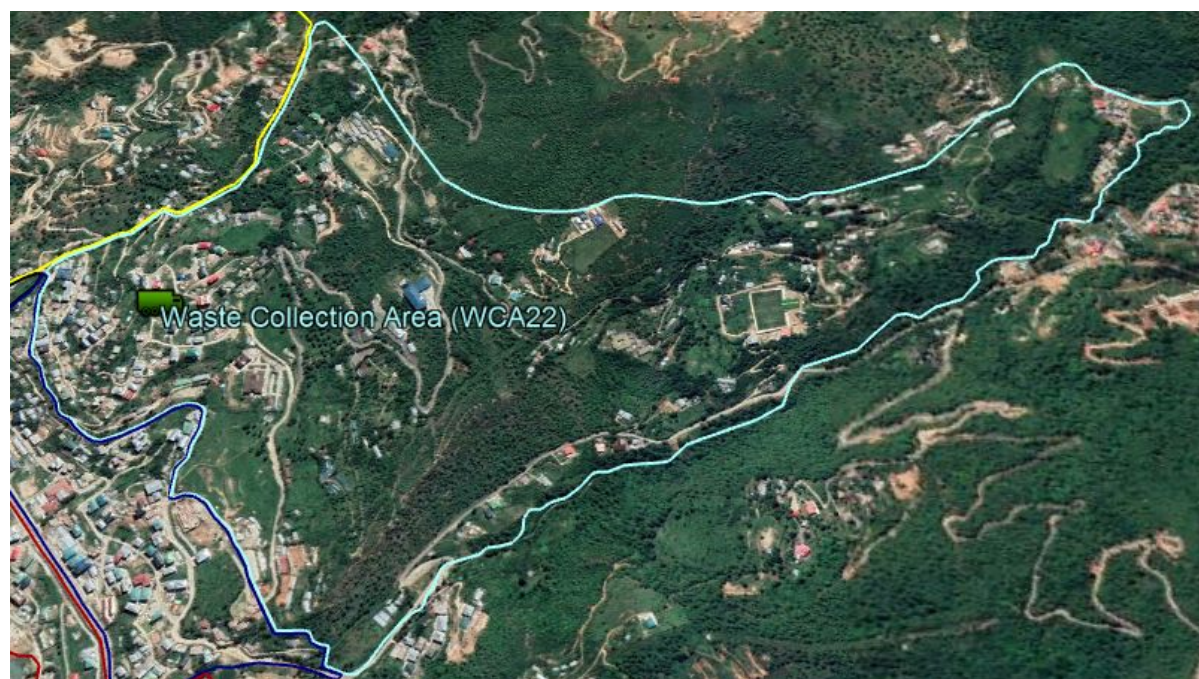


2.h) Waste Collection Area (WCA21)



2.i) Waste Collection Area (WCA22)





### 1. Service Contract

The bidder shall fill in the prices and rates for each case. The prices and rates shall be valid for **24** months from award.

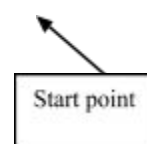
### 2. Basic information about collection and disposal route distance in meters

### 3 Collection frequencies

Bidders will follow the collection day in different areas as follows:

Lot: I

Areas	Monday		Tuesday		Wednesday		Thursday		Friday		Saturday		Sunday	
	FN	AN	FN	AN	FN	AN	FN	AN	FN	AN	FN	AN	FN	AN
WCA1	OFF		Dry						Wet					
WCA2				Dry						Wet				
WCA3					Dry						Wet			
WCA4						Dry						Wet		
WCA5							Dry						Wet	



WCA6			Dry				Wet			Dry			Wet
WCA7		Dry						Wet					
WCA8			Dry						Wet				
WCA9				Dry						Wet			
WCA10					Dry						Wet		
WCA11						Dry						Wet	
WCA12							Dry						Wet

Lot: II

Areas	Monday		Tuesday		Wednesday		Thursday		Friday		Saturday		Sunday	
	F	A	FN	AN	FN	AN	FN	AN	FN	AN	FN	AN	FN	AN
WCA13	OFF		Dry						Wet					
WCA14				Dry						Wet				
WCA15					Dry						Wet			
WCA16						Dry						Wet		
WCA17							Dry						Wet	
WCA18								Dry						Wet
WCA19				Wet					Dry					
WCA20					Dry					Wet				
WCA21						Dry					Wet			
WCA22							Dry					Wet		

From every area, bidder will collect waste twice a week, one for dry waste and one for wet week except in waste collection area WCA6.

#### 4 Collection timing

In summer (March-November) vehicles shall arrive by 7.0 am at first collection point of the respective waste collection areas. While in winter (December-February) vehicles shall arrive by 8.0am at first collection point of respective waste collection area. The arrival time for every collection point should be worked out by the winning bidders within one month from the date of commencement of service.



## 5 Collection points

Bidders will locate appropriate collection points based on the conditions of the road, traffic and settlement for the benefit of public's convenience.

## 6 Collection route conditions

While assessing contract value, bidders are requested to visit waste collection areas to assess the conditions of routes. The better quality roads will always be cheaper in terms of vehicle maintenance cost.

## 8. Vehicle from employer available for this service

a) For Lot: I,

Maximum of five numbers of vehicles are available for the service purpose.

b) For Lot: II,

Maximum of four numbers of vehicles are available for the service purpose.

All vehicles provided by Thromde should be brought to the Thromde Service Center for periodic inspection as per the schedule provided below:

Types of parts	Parts Name	Replacement time
Oils	Engine Oil	5,000 kilometer
	Transmission oil	30,000 kilometer
	Differential oil	30,000 kilometer
	Grease	5,000 kilometer
	Brake oil	1 year
	Clutch oil	1 year
	Coolant water	1 year
	Power steering oil	2 years
Filters	Engine oil filter	10,000 kilometer
	Fuel filter	20,000 kilometer
	Water separator (cleaning)	10,000 kilometer
	Air Cleaner	50,000 kilometer
Parts	Battery	2 years
	Fan belt	1 year

Periodic checkups shall be done by Thromde management without charge. However, materials/parts required as indicated above should be procured by the respective contractor at the time of inspection period.

## 9. Contract value

Contract value will not change based on other factors such as variations in labour wages, fluctuation in fuel price etc.

### 10. Price schedule

Bidders shall attach detail **cost analysis** sheet for further assessment of the bids.

a) For Lot:I

SL.No	Description of items	Value in Nu.(figure)
1	Monthly Waste Collection Service Charge in Nu.	

Monthly service charge in Nu. (Words)

.....  
 .....only.

b) For Lot:II

SL.No	Description of items	Value in Nu.(figure)
1	Monthly Waste Collection Service Charge in Nu.	

Monthly service charge in Nu. (Words)

.....

.....only.

## Section VI. Scope of Service and Performance Specifications

The Scope of Service and Performance Specifications defined in this section is a sample to assist Thimphu Thromde to define their requirements.

### 1. The Scope of services;

- **Refuse Collection**
  - (a) Door to door collection of refuse from individual residences, bungalows, collective garbage rooms, public buildings, public places, commercial concerns, offices, restaurants, guest houses and hotels, small industries and small enterprises, dispensaries/community centers etc...;
  - (b) Collection of refuse from streets, public places, public dustbins, drains, pavements, gutters, road side dumps, bare lands, taxi stands, markets fairs, cemeteries, cremation grounds, parks and gardens etc.... However, cleaning of works is not included in this scope of services.
- **Household Refuse**  
This type of refuse from household producing not more than 2m<sup>3</sup> of non-compacted waste weekly, should be collected regularly and on specific days of the week where applicable, as defined for each region hereunder and shall be completed in one day for the region specified by the employer
- **Green/Garden waste**  
Green waste including branches cut to less than 1 meter long, and of less than 15 centimeters diameter should be collected as and when instructed by Thimphu Thromde(along with normal household refuse)
- **Trade Waste**  
Refuse from commercial concerns, restaurants, guest houses/tourist residence, hotels etc. producing not more than 2m<sup>3</sup> of non-compacted waste per day should be collected at a frequency, as indicated hereunder, depending on the volume of waste.
- **Removal of Posters**  
Removal of posters and banners from public areas as well as cleaning of posters panels as directed by the Thimphu Thromde
- **Other type of waste**  
Non-compact waste, bulky waste, animal carcass as well as e-waste shall be collected and disposed of as directed by the Thromde as and when required. Large amounts of more than 7 tons of non-compact waste should not be delivered at any transfer station. These should be disposed of directly at the landfill site or to such other site as the Thromde may direct.
- **Carting away of wastes.**
  - a) All Dry waste collected shall be disposed of at identified disposal site.

## 2. Waste Definitions

The following definitions shall apply in respect of this bid exercise:

Household and Restaurant Waste:	Waste generated by households, restaurants, kitchens comprising food rests, vegetables rests, litter, cans, food containers, used clothes, shoes etc.
Green/Garden Waste:	Exclusively organic waste comprising cut grass, leaves, branches less than 1 metre long and less than 15 centimetre diameter, fruits, vegetables rests, flowers, seaweeds.
Bulky Waste:	Generally waste that may cause blockages of compactors on transfer stations. The following shall be considered as bulky waste: old refrigerators, washing machines, cookers, household equipment, mattresses, old furniture, old woods and corrugated iron sheets from demolition, tree trunks of a diameter of more than 15 centimetres, stumps, iron masses, carcasses of light vehicles (vans, cars and motorcycles) etc.
Non-compactible waste:	This would comprise concrete demolition waste, concrete construction waste, earth, stones, sand, grit, dry mud, foreign bodies on the beaches etc.
Industrial waste:	Waste generated by industries. This would include waste like textiles, wood, sawdust, metal scraps, plastics, cartons and paper, tyres, waste from hatcheries etc. Some of these types of waste, prior to disposal at a transfer station will have to be placed in bags or boxes to prevent blockages of compactors or to limit health nuisances.
Toxic and Dangerous Waste:	This would include: asbestos, sludge, waste from slaughter house, animal wastes, pharmaceutical waste, clinical waste and any other type of waste that may cause health hazards or environmental damages.

## 3. Ownership of Waste

The service provider owns all waste in the jurisdiction of their respective waste collection area boundaries. However, once it has been placed at its Transfer station, all waste becomes the property of Greener way the proprietor of Transfer Station. Similarly waste disposed at Memelakha landfill site belongs to Thimphu Thromde.

The service provider and Greenerway, in the event of any hazardous conditions created by such waste at their respective sites, including fires, explosions, gas releases, slides, spills, and other possible hazards shall be fully responsible for expeditious and adequate emergency response to protect the health and safety of all workers and well as the general public.

## 4. Waste Inspection

The service provider shall carry out random checking of Waste entering the Disposal Facility to confirm that only Permitted Wastes are being deposited on the Site. The Thromde shall support the service provider's efforts to confirm that only suitable Permitted Wastes are being received at the Facility

**Special Notes**

Bidder will bear the cost of transportation for re-collecting waste if

- (a) Bidders dispose waste other than designated place.

## **PART- III**

# **CONDITIONS OF CONTRACT AND CONTRACT FORMS**

**Section VII. General conditions of Contract****A. General Provisions****1.1 Definitions**

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- (a) “Activity Schedule” is the priced and completed list of items of Services to be performed by the Service Provider forming part of his Bid;
- (b) “Completion Date” means the date of completion of the Services by the Service Provider as certified by the Employer
- (c) “Contract” means the Contract signed by the Parties, to which these General Conditions of Contract (GCC) are attached, together with all the documents listed in Clause 1 of such signed Contract;
- (d) “Contract Price” means the price to be paid for the performance of the Services, in accordance with Clause 6;
- (e) “Dayworks” means varied work inputs subject to payment on a time basis for the Service Provider’s employees and equipment, in addition to payments for associated materials and administration.
- (f) “Employer” means the party who employs the Service Provider
- (g) “Foreign Currency” means any currency other than the currency of the country of the Employer;
- (h) “GCC” means these General Conditions of Contract;
- (i) “Government” means the Government of the Bhutan;
- (j) “Local Currency” means Bhutanese Ngultrum;
- (k) “Member,” in case the Service Provider consist of a joint venture of more than one entity, means any of these entities; “Members” means all these entities, and “Member in Charge” means the entity specified in the SC to act on their behalf in exercising all the Service Provider’ rights and obligations towards the Employer under this Contract;



- (l) “Officers” shall mean Executive Secretary and any other Officer of the ..... designated by the Employerl.
- (m) “Party” means the Employer or the Service Provider, as the case may be, and “Parties” means both of them;
- (n) “Personnel” means persons hired by the Service Provider or by any Subcontractor as employees and assigned to the performance of the Services or any part thereof;
- (o) “Regular Basis Services” means a refuse collection service once or twice weekly in the localities in the manner set out in the scope of service.
- (p) “Service Provider” is a person or corporate body whose Bid to provide the Services has been accepted by the Employer;
- (q) “Service Provider’s Bid” means the completed bidding document submitted by the Service Provider to the Employer
- (r) “SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented;
- (s) “Specifications” means the specifications of the service included in the bidding document submitted by the Service Provider to the Employer
- (t) “Services” means the work to be performed by the Service Provider pursuant to this Contract, and in the Specifications and Schedule of Activities included in the Service Provider’s Bid.
- (u) “Subcontractor” means any entity to which the Service Provider subcontracts any part of the Services in accordance with the provisions of Sub-Clauses 3.5 and 4.

**1.2 Applicable Law** The Contract shall be interpreted in accordance with the laws of Bhutan.

**1.3 Language** This Contract has been executed in English, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

**1.4 Notices** Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the

communication is addressed, or when sent by registered mail, or facsimile to such Party at the address **specified in the SCC**.

### **1.5 Location**

The Services shall be performed at such locations as are specified in the specifications and, where the location of a particular task is not so specified, at such locations, whether in Bhutan or elsewhere, as the Employer may approve.

### **1.6 Authorized Representatives**

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Employer or the Service Provider may be taken or executed by the officials **specified in the SCC**.

### **1.7 Inspection and Audit by the Employer**

The Service Provider shall permit the Employer to inspect its accounts and records relating to the performance of the Services and to have them audited by auditors appointed by the Employer, if so required by the Latter.

### **1.8 Taxes and Duties**

The Service Provider, Subcontractors, and their Personnel shall pay such taxes, duties, fees, and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price.

## **2. Commencement, Completion, Modification, and Termination of Contract**

### **2.1 Effectiveness of Contract**

This Contract shall come into effect on the date the Contract is signed by both parties or such other later date as may be **stated in the SCC**.

### **2.2 Commencement of Services**

#### **2.2.1 Program and mobilization of vehicles and equipment**

Before commencement of the Services, the Service Provider shall submit to the Employer for approval a Program showing the general methods, evidence for mobilization of vehicles and equipment as proposed in the bid, arrangements, order and timing for all activities. The Services shall be carried out in accordance with the approved Program as updated.

Failure of the Service Provider to deploy the necessary lorries with valid waste carrier licence on the commencement date of the contract shall constitute sufficient ground for the Termination of the Contract as per GCC 2.6.1.

- 2.2.2 Starting Date** The Service Provider shall start carrying out the Services thirty (10) days after the date the Contract becomes effective, or at such other date as may be **specified in the SCC**.
- 2.3 Intended Completion Date** Unless terminated earlier pursuant to Sub-Clause 2.6, the Service Provider shall complete the activities by the Intended Completion Date, as is **specified in the SCC**.
- 2.4 Modification** Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made by written agreement between the Parties.
- 2.5 Force Majeure**
- 2.5.1 Definition** For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party and which makes a Party’s performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.
- 2.5.2 No Breach of Contract** The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.
- 2.5.3 Extension of Time** Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.
- 2.6 Termination**
- 2.6.1 By the Employer** The Employer may terminate this Contract, by not less than thirty (30) days’ written notice of termination to the Service Provider, to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Sub-Clause 2.6.1:
- (a) if the Service Provider does not remedy a failure in the performance of its obligations under the Contract, within thirty (30) days after being notified or within any further period as the Employer may have subsequently approved in writing;

- (b) if the Service Provider become insolvent or bankrupt;
- (c) if, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- (d) if the Service Provider, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purposes of this Sub-Clause:

- (i) “corrupt practice” is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
- (ii) “fraudulent practice” is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
- (iii) “collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
- (iv) “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- (v) “obstructive practice” is
  - (aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation.

- (e) In case the liquidated damage reaches the maximum as per sub-clause 3.10.1.

(f) Notwithstanding the above the Employer may terminate the contract for its convenience after giving a prior notice of 30 days.

**2.6.2 By the  
Service  
Provider**

The Service Provider may terminate this Contract, by not less than thirty (30) days' written notice to the Employer, such notice to be given after the occurrence of any of the events specified in paragraphs (a) and (b) of this Sub-Clause 2.6.2:

- (a) if the Employer fails to pay any monies due to the Service Provider pursuant to this Contract and not subject to dispute pursuant to Clause 7 within forty-five (45) days after receiving written notice from the Service Provider that such payment is overdue; or
- (b) if, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

**2.6.3 Payment  
upon  
Termination**

Upon termination of this Contract pursuant to Sub-Clauses 2.6.1 or 2.6.2, the Employer shall make the following payments to the Service Provider:

- (a) remuneration pursuant to Clause 6 for Services satisfactorily performed prior to the effective date of termination;
- (b) except in the case of termination pursuant to paragraphs (a), (b), (d) of Sub-Clause 2.6.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel.

### **3. Obligations of the Service Provider**

#### **3.1 General**

The Service Provider shall perform the Services in accordance with the Specifications and the Activity Schedule, and carry out its obligations with all due diligence, efficiency, and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Service Provider shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to the Employer, and shall at all times support and safeguard the Employer's legitimate interests in any dealings with Subcontractors or third parties.

### 3.2 Conflict of Interests.

#### 3.2.1 Service Provider Not to Benefit from Commissions and Discounts.

The remuneration of the Service Provider pursuant to Clause 6 shall constitute the Service Provider's sole remuneration in connection with this Contract or the Services, and the Service Provider shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Service Provider shall use their best efforts to ensure that the Personnel, any Subcontractors, and agents of either of them similarly shall not receive any such additional remuneration.

#### 3.2.2 Service Provider and Affiliates Not to be Otherwise Interested in Project

The Service Provider agree that, during the term of this Contract and after its termination, the Service Provider and its affiliates, as well as any Subcontractor and any of its affiliates, shall be disqualified from providing goods, works, or Services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

#### 3.2.3 Prohibition of Conflicting Activities

Neither the Service Provider nor its Subcontractors nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

- (a) during the term of this Contract, any business or professional activities in the Bhutan which would conflict with the activities assigned to them under this Contract;
- (b) during the term of this Contract, neither the Service Provider nor their Subcontractors shall hire public employees in active duty or on any type of leave, to perform any activity under this Contract;
- (c) after the termination of this Contract, such other activities as may be **specified in the SCC**.

#### 3.2.4 Integrity Clause

The Service Provider shall take steps to ensure that no person acting for it or on its behalf will engage in any type of fraud and corruption during the contract execution.

Transgression of the above is a serious offence and appropriate actions will be taken against such Service Provider.

### 3.3 Confidentiality

The Service Provider, its Subcontractors, and the Personnel of either of them shall not, either during the term of this Contract,

disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Employer's business or operations without the prior written consent of the Employer.

### **3.4 Assignment**

The Service Provider shall not assign, transfer, pledge or make other disposition of this Contract or any part thereof, or any of the Contractor's rights, claims or obligations under this Contract except with the prior written consent of the Employer.

### **3.5 Indemnification**

The Service Provider shall indemnify, hold and save harmless, and defend, at its own expense, the Employer, its officials, agents, servants and employees from and against all suits, claims, demands, and liability of any nature or kind, including their costs and expenses, arising out of acts or omissions of the Service Provider, or the Service Provider's employees, officers, agents or sub-contractors, in the performance of this Contract. This provision shall extend, inter alia, to claims and liability in the nature of Employer's liability and Workmen's compensation, products liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property by the Contractor, its employees, officers, agents, servants or sub-contractors. The obligations under this clause do not lapse upon termination of this Contract.

### **3.6 Insurance to be Taken Out by the Service Provider**

The Service Provider shall provide and thereafter maintain insurance against all risks in respect of its property and any equipment used for the execution of this Contract **as specified in the SCC.**

### **3.7 Service Provider's Actions Requiring Employer's Prior Approval**

The Service Provider shall obtain the Employer's prior approval in writing before taking any of the following actions:

- (a) entering into a subcontract for the performance of any part of the Services,
- (b) appointing such members of the Personnel not listed by name in Appendix C ("Key Personnel and Subcontractors"),
- (c) changing the Program of activities; and
- (d) any other action that may be **specified in the SCC.**

- 3.8 Reporting Obligations** The Service Provider shall submit to the Employer the progress reports and documents at the end of every month.
- 3.9 Documents Prepared by the Service Provider to Be the Property of the Employer** All plans, drawings, specifications, designs, reports, and other documents and software submitted by the Service Provider in accordance with Sub-Clause 3.8 shall become and remain the property of the Employer, and the Service Provider shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Employer, together with a detailed inventory thereof. The Service Provider may retain a copy of such documents and software.
- 3.10 Liquidated Damages**
- 3.10.1 Payments of Liquidated Damages** The Service Provider shall be liable for payment of liquidated damages for delays to correct shortcomings referred to in GCC 7.2 at the daily rate, as indicated in the SCC, for each work up to a cumulative maximum of 10 % of the monthly contract. The Employer may deduct liquidated damages from payments due to the Service Provider. Payment of liquidated damages shall not affect the Service Provider's liabilities.
- 3.10.2 Deduction due to non-performance** The Employer shall deduct from payment due to the Service Provider for non-performance of works in a locality or part thereof on a particular day, an amount equal to **twice** what it may cost the Employer to have the work done by alternative means. Such deductions shall not affect the Service Provider's liabilities.
- 3.11 Performance Security** The Service Provider shall provide the Performance Security to the Employer no later than the date specified in the Letter of acceptance. The Performance Security shall be issued in an amount and form and by a bank acceptable to the Employer, and denominated in the types and proportions of the currencies in which the Contract Price is payable. The performance Security shall be valid until a date **28 days from the Completion Date of the Contract**.

#### **4. Service Provider's Personnel**

- 4.1 Description of Personnel** The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Service Provider's Key Personnel are hereby approved by the Employer.



**4.2 Removal and/or Replacement of Personnel**

- (a) Except as the Employer may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Service Provider, it becomes necessary to replace any of the Key Personnel, the Service Provider shall provide as a replacement a person of equivalent or better qualifications.
- (b) If the Employer finds that any of the Personnel have:
  - (i) committed serious misconduct or have been charged with having committed a criminal action, or
  - (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel,then the Service Provider shall, at the Employer's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Employer.
- (c) The Service Provider shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

**5. Obligations of the Employer****5.1 Assistance and Exemptions**

The Employer shall use its best efforts to ensure that the Government shall provide the Service Provider such assistance and exemptions as **specified in the SCC.**

**5.2 Change in the Applicable Law**

If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost of the Services rendered by the Service Provider, then the remuneration and reimbursable expenses otherwise payable to the Service Provider under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred to in Sub-Clauses 6.2 (a) or (b), as the case may be.

**5.3 Services and Facilities**

The Employer shall make available to the Service Provider the Services and Facilities such as installing CCTV cameras, backup services in the case of natural disasters and major events.

**6. Payments to the Service Provider**

- 6.1 Lump-Sum Remuneration** The Service Provider's remuneration shall not exceed the Contract Price and shall be a fixed lump-sum including all Subcontractors' costs, and all other costs incurred by the Service Provider in carrying out the Services described in Appendix A. Except as provided in Sub-Clause 5.2, the Contract Price may only be increased above the amounts stated in Sub-Clause 6.2 if the Parties have agreed to additional payments in accordance with Sub-Clauses 2.4 and 6.3.
- 6.2 Contract Price** (a) The price payable in local currency is **set forth in the SCC**.  
(b) The price payable in foreign currency is **set forth in the SCC**.
- 6.3 Payment for Additional Services, and Performance Incentive Compensation** 6.3.1 For the purpose of determining the remuneration due for additional Services as may be agreed under Sub-Clause 2.4, a breakdown of the lump-sum price is provided.
- 6.4 Terms and Conditions of Payment** 6.4 Payments will be made to the Service Provider according to the payment schedule **stated in the SCC**. Unless otherwise stated in the SCC, the advance payment (Advance for Mobilization, Materials and Supplies) shall be made against the provision by the Service Provider of a bank guarantee from a bank operating in Bhutan for the same amount, and shall be valid for the period **stated in the SCC**. Any other payment shall be made after the conditions **listed in the SCC** for such payment have been met, and the Service Provider have submitted an invoice to the Employer specifying the amount due.
- 6.5 Interest on Delayed Payments** 6.5 If the Employer has delayed\*payments beyond fifteen (15) days after the due date stated in the SCC, interest shall be paid to the Service Provider for each day of delay at the rate stated in the SCC.
- 6.6 Price Adjustment** 6.6.1 Prices shall be adjusted for fluctuations in the cost of inputs only if **provided for in the SCC**. If so provided, the amounts certified in each payment certificate, after deducting for Advance Payment, shall be adjusted by applying the respective price adjustment factor to the payment amounts due in each currency. A separate formula of the type indicated below applies to each Contract currency:

$$P_c = A_c + B_c \text{ Lmc/Loc} + C_c \text{ Imc/Ioc}$$

Where:

$P_c$  is the adjustment factor for the portion of the Contract Price payable in a specific currency “c”.

$A_c$ ,  $B_c$  and  $C_c$  are coefficients specified in the SCC, representing:  $A_c$  the nonadjustable portion;  $B_c$  the adjustable portion relative to labor costs and  $C_c$  the adjustable portion for other inputs, of the Contract Price payable in that specific currency “c”; and

$L_{mc}$  is the index prevailing at the first day of the month of the corresponding invoice date and  $L_{oc}$  is the index prevailing 28 days before Bid opening for labor; both in the specific currency “c”.

$I_{mc}$  is the index prevailing at the first day of the month of the corresponding invoice date and  $I_{oc}$  is the index prevailing 28 days before Bid opening for other inputs payable; both in the specific currency “c”.

If a price adjustment factor is applied to payments made in a currency other than the currency of the source of the index for a particular indexed input, a correction factor  $Z_o/Z_n$  will be applied to the respective component factor of  $p_n$  for the formula of the relevant currency.  $Z_o$  is the number of units of currency of the country of the index, equivalent to one unit of the currency payment on the date of the base index, and  $Z_n$  is the corresponding number of such currency units on the date of the current index.

6.6.2 If the value of the index is changed after it has been used in a calculation, the calculation shall be corrected and an adjustment made in the next payment certificate. The index value shall be deemed to take account of all changes in cost due to fluctuations in costs.

## 6.7 Dayworks

6.7.1 If applicable, the Daywork rates in the Service Provider’s Bid shall be used for small additional amounts of Services only when the Employer has given written instructions in advance for additional services to be paid in that way.

6.7.2 All work to be paid for as Dayworks shall be recorded by the Service Provider on forms approved by the Employer. Each completed form shall be verified and signed by the Employer representative as indicated in Sub-Clause 1.6 within two days of the Services being performed.

6.7.3 The Service Provider shall be paid for Dayworks subject to obtaining signed Dayworks forms as indicated in Sub-Clause 6.7.2

**6.8 Labour Clause**

- 6.8.1(a) The remuneration and other conditions of work of the employees of the Service Provider shall not be less favourable than those established for work of the same character in the trade concerned-
- (i) by collective agreement applying to a substantial proportion of the employees and employers in the trade concerned;
  - (ii) by arbitration awards; or
  - (iii) by Remuneration Orders.
- (b) Where remuneration and conditions of work are not regulated in a manner referred to at (a) above, the rates of the remuneration and other conditions of work shall be not less favourable than the general level observed in the trade in which the contractor is engaged by employers whose general circumstances are similar.

6.8.2 No Service Provider shall be entitled to any payment in respect of work performed in the execution of the contract unless he has, together with his claim for payment filed a certificate:

- (a) showing the rates of remuneration and hours of work of the various categories of employees employed in the execution of the contracts;
- (b) stating whether any remuneration payable in respect of work done is due;
- (c) containing such other information as the Executive Secretary of the Thimphu Thromde administering the contract may require to satisfy himself that the provisions under this clause have been complied with.

6.8.3 Where the Executive Secretary of the Thimphu Thromde administering the contract is satisfied that remuneration is still due to an employee employed under this contract at the time the claim for payment is filed under subsection 1, he may, unless the remuneration is sooner paid by the Service Provider, arrange for the payment of the remuneration out of the money payable under this contract.

- 6.8.4 Every Service Provider shall display a copy of this clause of the contract at the place at which the work required by the contract is performed.

## 7. Quality Control

### 7.1 Identifying Defects

- 7.1 The principle and modalities of Inspection of the Services by the Employer shall be as **indicated in the SCC**. The Employer shall check the Service Provider's performance and notify him of shortcomings that are found. Such checking shall not affect the Service Provider's responsibilities.

### 7.2 Correction of Defects,

- (a) The Employer shall give notice to the Service Provider of any redress in respect of shortcomings in its performance at the Service Provider's cost.
- (b) Every time notice of a shortcoming is given, the Service Provider shall correct the notified shortcoming within the length of time specified by the Employer's notice.
- (c) If the Service Provider has not corrected a shortcoming within the time specified in the Employer's notice, the Service Provider shall be liable to pay liquidated damages for delay in clearing the shortcomings calculated as described in Sub-Clause 3.10.2.

## 8. Settlement of Disputes

### 8.1 Amicable Settlement

- 8.1.1 The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

### 8.2 Dispute Settlement






- 8.2.1 If any dispute arises between the Employer and the Service Provider in connection with, or arising out of, the Contract or the provision of the Services, whether during carrying out the Services or after their completion is not resolved amicably after 30 days of notification either party may refer the matter to the competent court of the country.

## Section VIII. Special Conditions of Contract

Clauses in brackets are optional; all notes should be deleted in final text.

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1(c)	The contract name is : Collection and Disposal of Municipal Waste Services
1.1(f)	The Employer is “Thimphu Thromde”
1.1(k)	The Member in Charge is <i>[Not Applicable].</i>
1.1(p)	The Service Provider is <i>[ lowest evaluated bidder]</i>
1.4	The addresses are:  Executive Secretary  Thimphu Thromde  Tel: 336310
1.6	The Authorized Representatives are:  For the Employer: Chief Environmental Officer  For the Service Provider: Thimphu Thromde
2.1	The date on which this Contract shall come into effect is.  <i>Date of signing of contract</i>
2.2.2	The Intended Starting Date for the commencement of Services is  <i>after 10 days from the date of issue of “letter to proceed</i>
2.3	The Intended Completion Date is <i>[24 months from the intended commencement date of the contract].</i>
3.2.3 (a)	Not more than 2 business activities
3.2.3 (b)	Delete
3.6	The Service Provider shall prior to commencement of works provide insurance covers for an adequate amount against damages to its equipment and materials used in the execution of the works.
3.7(d)	<b>Delete</b>
3.10.2	Deduction for non performance:  a) non deployment of vehicle as per the agreed collection timing/period.

	<p>= WCA (s) x 0.5% x Monthly Service Charge of Total Lot Value</p> <p>b) non deployment of vehicle as per the agreed collection frequency</p> <p>= WCA (s) x 1% x Monthly Service Charge of Total Lot Value</p> <p>c) failure to clean remnants at collection points</p> <p>= Nu. 1000/instance</p>
<b>3.11</b>	The Performance Security shall be of an amount of 10 % of the first year value in the form of a bank guarantee issued by local banks.
<b>GCC 3.12 Statements of nuisances</b>	<p>To add:</p> <p>All notices related to Statement of Nuisances received from enforcing agencies shall be communicated to the Service Provider for prompt remedial measures for works falling under its responsibility as per the contract.</p>
<b>GCC 3.14 Statutory obligation, fee and charges</b>	<p>To add:</p> <p>The Service Provider shall comply with all laws and Regulations in force in the execution of its works irrespective of the fact that it has received the approval of the Employer to proceed with the works.</p>
<b>GCC 3.15 Possible Changes in Disposal sites</b>	<p>To add:</p> <p>The Service provider (bidder) shall be notified by the employer in respect of anticipated changes in disposal sites for which the bidders have been fully advised in the Scope of Works and Specifications and the procedures defined therein in respect of change in contract value</p>
<b>GCC 3.16 Service Provider's conduct</b>	<p>To add:</p> <p>In the execution of this contract the Service Provider shall deal with the general public in a courteous manner and advise the households, business and commercial concerns of the respective localities for provision of access and collection of refuses from their premises. They shall also act in a responsible manner to avoid damages to property</p>
<b>GCC 3.17 Occupational Health and safety at Work</b>	<p>To add:</p> <p><b><u>A. Safety</u></b></p> <p>(i) The Service Provider shall comply with all its legal obligations in respect of safety at works and as per instructions when directed. In the performance of the works, the Service Provider shall exercise every reasonable precaution to protect people from injuries and properties from</p>

	<p>damages. It shall adopt and enforce such rules and regulations as may be necessary, desirable or proper to safeguard the public and all persons engaged in the work and its supervision.</p> <p>(ii) The Service Provider shall constantly employ, during the progress of the works, an employee familiar with the type of work being performed, whose assignment shall include initiation of measures for the protection of health and prevention of accidents and who shall see, by personal inspection, that all safety rules and regulations are enforced, that all workers are wearing uniforms, identification badges, boots, gloves, etc. The Service Provider shall hold regular scheduled safety meetings with his supervisor and when directed by the employer.</p> <p>(iii) Safety measures relating to lighting and CEB power cables shall be provided to ensure safe working conditions for the Service Provider's personnel and for the personnel of the employer so that a complete inspection of all works in progress can be made by the employer.</p> <p><b><u>B. Occupational health</u></b></p> <p>The Service Provider shall promptly report to the employer all accidents involving death or injury to staff, workmen or any third party and furnish a detailed report of such accident.</p> <p>All employees on any contract should be given a simple leaflet of do's and don't's to guide them in occupational health, safety and hygiene. Simple precautions such as:</p> <ul style="list-style-type: none"> <li> Washing</li> <li> Wearing protective clothing provided</li> <li> Wearing gloves, hard hats, facemasks and car defenders when required</li> <li> Attending to cuts and abrasions immediately</li> <li> Bandaging and covering open wounds, scratches or sores etc.</li> </ul>
<p><b>GCC 4.3 Mobilization of resources</b></p>	<p>To add:</p> <p>The Service Provider shall ensure that it has the minimum resources available at all time as confirmed in its bid and that additional resources are</p>



	available to meet the needs for special events or due to unforeseen circumstances and to cater for absences.
<b>5.1</b>	The assistance and exemptions provided to the Service Provider are: Not Applicable
<b>6.2(a)</b>	The amount in local currency is <i>[as reflected in letter of Award]</i> .
<b>6.2(b)</b>	The amount in foreign currency or currencies is <b>Not applicable.</b>
<b>6.3.1</b>	Delete
<b>6.4</b>	<p>Payments shall be made according to the following schedule:</p> <p>(a) Mobilization amount of 10% of first year contract value shall be release upon submission of Bank Guarantee after 10 days from the date of issue of letter to proceed.</p> <p>(b) Payment for the works undertaken will be effected on a monthly basis upon receipt of an invoice from the Service Provider not later than the 10<sup>th</sup> of the following month on the basis of the performance report.</p> <p>(c) The invoices should be submitted together with all details of lorries, personnel, and other equipment deployed, details of ticket number, lorries registration number, tonnage of waste etc...</p> <p>(d) Any deductions for liquidated damages or for non-performance in respect of the current month shall be effected in the following month after due notice given to the Service Provider.</p> <p>(e) Advance Payment is not applicable to this contract.</p>
<b>6.5</b>	<p>Payment shall be made at the end of every month.</p> <p>The interest rate is <b>the official rate as applicable.</b></p>
<b>6.6.1</b>	Price adjustment is <b>not to be applied.</b>
<b>7.1</b>	<p>The principle and modalities of inspection of the Services by the Employer are as follows:</p> <p><i>Random Inspection based on public complains.</i></p> <p><i>Agreed frequencies and timing shall be monitored using GPS devices</i></p>

	<p><i>Respective sanitary inspectors inspection report</i></p> <p><i>Notice for redress shall be issued by the Chief Environment Officer in respect of each shortcoming.</i></p>
--	--

## Section IX -Contract Forms

### Performance Security

.....*Bank's Name and Address of Issuing Branch or Office*.....

**Beneficiary:** .....*Name and Address of Public Body*.....

**Date...**

#### PERFORMANCE GUARANTEE

**No.:**.....

We have been informed that .....*name of the Contractor*..... (hereinafter called "the Contractor") has entered into Contract No.....*reference number of the Contract*..... dated..... with you, for the execution of .....*name of Contract and brief description of services* .....(hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a performance security is required.

At the request of the Contractor, we ..... *name of Bank* .....hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of .....*amount in figures (amount in words)*..... such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation(s) under the Contract, without your needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire not later than twenty-eight days from the date of issuance of the Certificate of Completion/Acceptance Certificate, calculated based on a copy of such Certificate which shall be provided to us, or on the.....day of ....., ....., whichever occurs first. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

.....*Seal of bank and*

***Signature(s)***.....

## Letter of Acceptance

*[date]*

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 Special Conditions of Contract]* 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 36.1 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 documents.

Please return the attached Contract duly signed

Authorized Signature:

Name and Title of Signatory:

Name of Agency:

Attachment: Contract

## Form of Contract

### LUMP-SUM REMUNERATION

This CONTRACT (hereinafter called the “Contract”) is made the *[day]* day of the month of *[month]*, *[year]*, between, on the one hand, *[name of Employer]* (hereinafter called the “Employer”) and, on the other hand, *[name of Service Provider]* (hereinafter called the “Service Provider”).

*[Note: In the text below text in brackets is optional; all notes should be deleted in final text. If the Service Provider consist of more than one entity, the above should be partially amended to read as follows: “...(hereinafter called the “Employer”) and, on the other hand, a joint venture consisting of the following entities, each of which will be jointly and severally liable to the Employer for all the Service Provider’s obligations under this Contract, namely, [name of Service Provider] and [name of Service Provider] (hereinafter called the “Service Provider”).]*

### WHEREAS

- (a) the Employer has requested the Service Provider to provide certain Services as defined in the General Conditions of Contract attached to this Contract (hereinafter called the “Services”);
- (b) the Service Provider, having represented to the Employer that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract at a contract price of.....;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents shall be deemed to form and be read and construed as part of this Agreement, and the priority of the documents shall be as follows:

- (a) the Letter of Acceptance;
- (b) the Service Provider’s Bid
- (c) the Special Conditions of Contract;
- (d) the General Conditions of Contract;
- (e) the Scope of Service and Performance Specifications;
- (f) the Priced Activity Schedule;

- (g) the Performance Security; and
- (h) Terms and conditions for vehicles

### **Terms and conditions for vehicles**

**Thimphu Thromde**, (hereinafter called the leaser), and **service provider** (hereinafter called the lessee).

1. Lessee shall depute only those drivers pre-authorized by leaser
2. Lessee shall provide vehicle orientation to the drivers
3. Lessee shall maintain vehicle mileage and trip log for each vehicle used and shall submit to leaser quarterly.
4. Lessee shall use vehicle for designated zone only
5. Cost incurred for regular maintenance, spare parts and fuel cost of the vehicle shall be borne by lessee
6. Cost for repair of Gear box and Engine overhaul shall be shared 50% equally between the two parties
7. In the event of an accident involving the vehicle(s) described herein while this agreement is in effect, lessee will bear the cost of repair which is not covered by insurance,
8. Lessee shall pay vehicle insurance to the insurance company as per the law of the country
9. Renewal of blue book and fitness test shall be done by lessee.
10. Fees for renewal and fitness shall be borne by lessee.
11. Lessee shall perform monthly routine maintenance and cleaning as per periodic inspection schedule provided in these documents.
12. Lessee shall not subcontract vehicles without prior consent from leaser
13. In circumstances when the vehicle requires towing, maintenance, or repair during the time when lessee is using the vehicle, such activities will be managed and coordinated by lessee upon approval by leaser signed.

14. Lessee must return all leased vehicles in running condition within one week from the expiry of contract period, failing to which shall be dealt as per the law of the country.
15. In the event of break down, lessee shall depute another equivalent vehicle upon prior approval from leaser. If bidders fail to depute equivalent vehicles as a substitute, Thromde management will deduct the equivalent amount from the monthly payment.
2. The mutual rights and obligations of the Employer and the Service Provider shall be as set forth in the Contract, in particular:
  - (a) the Service Provider shall carry out the Services in accordance with the provisions of the Contract; and
  - (b) the Employer shall make payments to the Service Provider in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

For and on behalf of *[name of Employer]*

*[Authorized Representative]*

For and on behalf of *[name of Service Provider]*

*[Authorized Representative]*

**[Note:** *If the Service Provider consists of more than one entity, all these entities should appear as signatories, e.g., in the following manner:*]

For and on behalf of each of the Members of the Service Provider

*[name of member]*

*[Authorized Representative]*

*[name of member]*

*[Authorized Representative]*



