

**ROYAL GOVERNMENT OF BHUTAN
DZONGKHAG ADMINISTRATION
WANGDUE
(Municipal Services)**

BIDDING DOCUMENT

FOR

**Cleaning of Wangduephodrang
Thromde as indicated in Map**

Terms of Reference for contracting out the daily cleaning work of Wangduephodrang Thromde

1. The cleaning area shall include all the urban roads, drainage, parking, sewer networks and plant, market sheds, parks and open spaces, taxi parking, common drainage at the rear side of the buildings, etc (as indicated in the enclosed map). The contractor may be provided with additional areas when required by the Municipal Office.
2. The firm shall strictly collect the degradable and non degradable waste separately from the individual buildings in the core town area.
3. The contractor shall segregate waste into degradable and non-degradable while cleaning and also take care of the spillover wastes from the steel bins.
4. The collected waste shall be disposed to the nearest steel bins and shall not dump elsewhere in the open spaces, be it is mud or leaves.
5. The contractor shall provide a helper each for daily service vehicle i.e. for Tractor, Refuse Compactor and Dyna.
6. The contractor shall water, prune, weed and clean all the green areas in the town.
7. The contractor shall be responsible for cutting grasses in all the open spaces wherever necessary and must have at least two grass cutting machines at all times.
8. The work area shall include cleaning the Sunday vegetable market once a week (Sunday afternoon) and daily vegetable market area on daily basis (morning and evening).
9. The main drainage, streets and sewerage lines in core town as well as in Gangteythankha shall be cleaned/cleared at all times.
10. The contractor shall deploy minimum of 11 (eleven) workers (at least five males) everyday with tools to carry out all the activities mentioned herein and in the event of the absence of worker at the site will lead to deduction of the monthly remuneration.
11. The contract period is for twelve (12) months.

12. The contractor shall also provide the workforce to support the Municipal Office at times of emergency restoration of drinking water line without additional cost.
13. The work shall be monitored everyday by the Municipal Waste In- charge. Non-compliance on the part of the contractor shall lead to 5% deduction of their monthly remuneration.
14. A monitoring log book shall be maintained by the Municipal Office under the supervision of the Waste In-charge.
15. The contractor shall also detain and impound stray horses/cattle above BoD area and shall collect the penalty of Nu.500/- per cattle per day to procure fodder.

The firm shall be responsible to feed the animals from the penalty amount.

The firm shall maintain the animal shed operational and clean at all times.

If the stray animals are detained for more than 15 (fifteen days), the firm shall report to the Municipal Office for auctioning and the amount collected from the auction shall be deposited in the Municipal CD Account.

The firm shall mark the animal with paint (single strip) on their body every time they are detained/impounded to have a record of the number of times the same cattle is detained.

The proper record of the animal like color, size, time, number of days detained, etc shall be maintained by the firm.

The proper receipt and record for the penalty amount collected shall be maintained to avoid complications at the later stage.

UNDERTAKING

I have read, understood and agreed to the above terms of reference.

Name & Signature
(Affix legal stamp)

Seal of the firm
Date :

Section 1 - Bidding Data Sheet

Instructions for completing the Bidding Data Sheet are provided, as needed, in the notes in italics mentioned for the relevant ITB Clauses

ITB Clause	Amendment of, and Supplements to, Clauses in the Instructions to Bidders
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A. General

ITB 1.1	The Employer is [<i>Dasho Dzongdag, Dzongkhag Administration, Wangduephodrang</i>]
	The Name and Identification of the Contract is/are [<i>Cleaning of Wangduephodrang Thromde Area</i>]
	The Works are [<i>cleaning of roads, drainage, sewer network and plant market sheds, open spaces, parks, parking, etc as indicated in map</i>]

ITB 3.2	[<i>Choose option A or B, whichever is applicable, and delete the other option.</i>] Option B: Open Tendering method All Bidders regardless of whether enlisted or not enlisted with the Dzongkhag may submit Bids provided they otherwise qualify.
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ITB 3.3	The evaluation shall be based on the lowest price of the responsive bidder and the work will awarded to the lowest responsive bidder. [<i>Generally the selection is based on the lowest price. If there is a specific project need basic minimum technical qualification requirement should specified here</i>] NIL
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B. Bidding Documents

ITB 7.1	For clarification of Tenders purposes only, the Employer's address is: Attention: [Municipal Engineer, Wangduephodrang Thromde.] Address: [Municipal Office] Telephone: [17630122] Electronic mail address: [slhamo@wangduephodrang.gov.bt]
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C. Preparation of Bids

ITB 15.1	The Bid validity period shall be [60] days. <i>[normally be minimum of 60 days for Works of such a simple nature]</i>
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ITB 15.2	A Bid Security in the amount of Nu. 20,000/- will be required in the form. <ul style="list-style-type: none">a) Unconditional Bank guaranteeb) Cash warrant; orc) Demand draft
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ITB 16.1	A simple bar chart is <i>required or not required</i> [delete which is not appropriate] <i>Required/Not required N/A</i>
ITB 19.1	In addition to the ORIGINAL, [ONE COPY) shall be submitted. <i>[Usually one copy but procuring agencies may asked more if required].</i>
D. Submission and Opening of Bids	
ITB 17.2	The inner and outer envelopes shall bear the following additional identification marks: “Cleaning of whole Wangduephodrang Thromde Area” <i>[indicate any markings that are required on inner and outer envelopes)</i>
ITB 17.2	For <u>Bid submission purposes</u> only, the Employer’s address is: Attention: Dasho Dzongdag Address: Dzongkhag Administration, Wangduephodrang. The deadline for the submission of Tenders is: Time & Date <u>10:30AM on 21/09/2020</u>
ITB 21.1	The Bid opening shall take place on the same day as the closing day of the bid submission at: <i>Dzongkhag Yargay Tshogchung Hall</i> Date: <i>[21/09/2020];Time::[11.00am] _</i>
F. Award of Contract	
ITB 34.2	The amount of Performance Security shall be [10%] of the Contract Price. <i>[It should be equal to ten (10) percent of the Contract Price of the Works].</i>
ITB 35.1	The name and address of the office where complaints to the Procuring Entity is to be submitted <i>[Dasho Dzongdag, Dzongkhag Administration, Wangduephodrang.]</i>

Section 2 – Evaluation and Qualification Criteria

1. Evaluation

Evaluation shall be done to determine the responsiveness and the award shall be made to the lowest evaluated bidder.

Section 3: Forms of Bid

Table of Standard Forms

Standard Form: Form of Bid

Standard Form: Letter of Acceptance

Standard Form: Bid security Bank Guarantee

FORM OF BID

Notes on Form of Bid: The Bidder shall fill in and submit this bid form with the Bid. If Bidders do not fill in the Contract Price and does not sign this Bid form, the bids will be rejected.

_____ [date]

To _____

Address _____

We offer to execute the contract for construction of“ _____

_____.” in accordance

with the Conditions of Contract accompanying this Bid for the Contract Price of Nu. _____

[amount in figures] _____

_____) [amount in

words] _____ [name of currency].

The contract shall be paid in Ngultrums (Nu.)

This Bid and your written acceptance of it shall constitute a binding Contract between us. We understand that you are not bound to accept the lowest or any Bid you receive.

We hereby confirm that this Bid complies with the Bid validity and Bid Security required by the bidding documents and specified in the Bidding Data.

Authorized Signature (Affix legal stamp): _____

Name and Title of Signatory: _____

Name of Bidder: _____

Address: _____

Contact: _____

Standard Form: Letter of Acceptance

[letter head paper of the Employer]

Notes on Standard Form of Letter of Acceptance

The Letter of Acceptance will be the basis for formation of the Contract as described in Clauses 31 and 32 of the Instructions to Bidders. This Standard Form of Letter of Acceptance should be filled in and sent to the successful Bidder only after evaluation of bids has been completed

_____ [date]

To: _____
[name of the Contractor]

[address of the Contractor]

This is to notify that your Bid dated _____ for the execution of the contract for the construction of " _____ " for the Contract Price _____ [amount in numbers] _____ [amount in words] _____ [name of currency], as corrected and modified in accordance with the Instructions to Bidders is hereby accepted by our Agency. The start date of the project is _____. The completion date for whole of the works shall be _____.

You are hereby instructed to proceed with the execution of the said Works in accordance with the Contract documents.

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Agency:

Attachment: Agreement

Bank Guarantee for Bid Security

[this is the format for the Bid Security to be issued by a financial institutions in Bhutan in accordance with ITB Clause 19]

Invitation for Bid No:

Date:

Bid Package No:

To:

[Name and address of Employer]

TENDER GUARANTEE No:

We have been informed that *[name of Bidder]* (hereinafter called “the Bidder”) intends to submit to you its Bid dated *[date of bid]* (hereinafter called “the Tender”) for the execution of the Works of *[description of works]* under the above Invitation for Bids (hereinafter called “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, without cavil or argument, any sum or sums not exceeding in total an amount of Nu *[insert amount in figures and words]* upon receipt by us of your first written demand accompanied by a written statement that the Bidder is in breach of its obligation(s) under the Bid conditions, because the Bidder:

- (a) has withdrawn its Bids during the period of Bid validity specified by the Bidder in the Form of Bid;
or
- (b) does not accept the correction of errors in accordance with the Instructions to Bidders ITB; or
- (c) having been notified of the acceptance of the Bid by the Employer during the period of Bid validity, (i) fails or refuses to furnish the performance security in accordance with the ITT, or (ii) fails or refuses to execute the Contract Form,

This guarantee will expire

- (a) if the Bidder is the successful Bidder, upon our receipt of a copy of the Performance Security and a copy of the Contract signed by the Bidder as issued by you; or
- (b) if the Bidder is not the successful Bidder, thirty days after the expiration of the Bidder’s Tender validity period, being *[date of expiration of the Tender]*.

Consequently, we must receive at the above-mentioned office any demand for payment under this guarantee on or before that date.

Signature

Signature

Section 4. Special Conditions of Contract

Instructions for completing the Special Conditions of Contract are provided, as needed, in the notes in italics mentioned for the relevant GCC Clauses.3

Clause Ref	Amendments of, and Supplements to, Clauses in the General Condition of Contract
GCC 1.1(d)	The Contractor is[_____].
GCC 1.1(i)	The Employer is [<i>Dasho Dzongda, Dzongkhag Administration, Wangdue.</i>]
GCC 1.1(j)	The Engineer is [<i>Municipal Engineer</i>]
GCC 1.1(k)	The Intended Completion Date for the whole of the Works shall be [<i>31st October, 2021</i>]
GCC 1.1(l)	The Site is located at [<i>Wangdue Thromde</i>]
GCC 1.1(m)	The Works are [<i>Cleaning of Thromde Area, Wangduephodrang</i>]
GCC 2.2(i)	The additional documents forming part of this Contract are: <i>[Nil]</i>
GCC 4.1	The Language governing the Contract shall be [<i>English</i>] <i>[usually English language].</i>
GCC 5.1	The Engineer shall obtain specific approval of the Employer before taking any of the following actions:
GCC 7.1	The addresses for Communications shall be: <u>For the Employer:</u> <i>[Municipal Office - 17122420]</i> <u>For the Contractor:</u> <i>[Proprietor, M/s_____]</i>
GCC 9.1	The Key Personnel of the Contractor are: [<i>Manager / Supervisor</i>]
GCC 15.1	For insurance purposes the type of cover required shall be: The contractor shall be responsible for the insurance <i>[modify as appropriate]</i> <i>NA</i>
GCC 16.1	Possession of the site shall be within [<i>N/A</i>] days from the date of signing of the Contract.
GCC 17.1	Commencement of work shall be within [<i>N/A</i>] days from the date of handing over possession of the Site.
GCC 18.1	Completion of works shall be within [<i>12 month</i>] from the date of commencing the works on the site.
GCC 19.1 & 19.2	The Contractor shall submit the first work plan <i>[NA]</i> days after signing the Contract, and shall update the work plan every <i>[NA]</i> weeks during the period of the Contract.
GCC 22.1	<i>[The rates for non-scheduled items of works shall be determined by the Engineer].</i>

GCC 25.2	<p>An advance payment of [NA] % of the Contract Price will be made to the Contractor within (NA) days of Contract signing date.</p> <p><i>[an advance payment is usually 10% of the contract price]</i></p> <p>_____</p>
GCC 26.1	<p>The Performance Security shall be [10] % of the Contract Price.</p>
GCC 27.1	<p>The liquidated damages for the whole of the Works are [as per the TOR]</p> <p>The maximum amount of liquidated damages for the whole of the Works is [NA] percent of the final Contract Price</p>
GCC 31.1	<p>The Defects Liability Period shall be [NA]</p>
GCC 35.1	<p>The percentage to apply to the value of the work not completed, representing the Employer's additional cost for completing the Works, is <i>[percent, it is generally 20% of the value of work not completed up to a maximum of 10% of the initial contract price]</i></p> <p>[NA]</p>

Section 7 – Contract Forms

This section contains forms which, once completed, will form part of the Contract. The forms for Performance Security and Advance Payment Security, when required, shall only be completed by the successful Bidder after Contract award.

Contract Forms

Form	Title
Form -1	Notification of Award
Form -2	Contract Agreement
Form -3	Bank Guarantee for Performance Security

Notification of Award

Contract No:

Date:

To:

[name and address of Contractor]

This is to notify you that your Bid dated *[insert date]* for the execution of the Works for *[name of project / Contract]* for the Contract Price of Nu *[amount in figures and in words]*, as corrected and modified in accordance with the Instructions to bidder is hereby accepted by *[name of the Employer]*.

You are requested to proceed with the execution of the Works on the basis that this Notification of Award shall constitute the formation of a Contract, which shall become binding upon you furnishing a Performance Security within fourteen (14) days, in accordance with ITB Clause 32, and the signing the Contract Agreement within twenty-one (21) days, in accordance with ITB Clause 33.

We attach the Contract Agreement and Special Conditions of Contract for your perusal and signature.

Signed

Duly authorized to sign for and on behalf of

[name of Procuring Entity]

Date:

Contract Agreement

THIS **AGREEMENT**, made the _____ between _____

(hereinafter called "the Employer") of the one part and _____
(hereinafter

called "the Contractor") of the other part.

WHEREAS, the Employer invited Tender for certain Works viz. _____,

_____ and has accepted a Tender by the Contractor for

the execution of those works in the sum of Nu. _____, and (in words),

_____ only hereinafter called "the Contract

Price.

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the General Conditions of Contract hereinafter referred to.
2. The documents forming the Contract shall be interpreted in the following order of priority:
 - (a) The signed Contract Agreement;
 - (b) The letter of Acceptance;
 - (c) The completed Bid form as submitted by the Bidder;
 - (d) The Special Conditions of Contract;
 - (e) The General Conditions of Contract;
 - (f) Specifications
 - (g) The Drawings; and
 - (h) Any other document listed in the SCC as forming part of the Contract.
3. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and to remedy any defects therein in conformity in all respects with the provisions of the Contract.
3. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the Parties thereto have caused this Agreement to be executed in accordance with the laws of Bhutan on the day month and year first before written.

For the Employer

For the Contractor

Witness of
Employer

Witness of Contractor.

Form-3

Bank Guarantee for Performance Security

[this is the format for the Performance Security to be issued by any financial institute in Bhutan in accordance with ITB Clause 35]

Contract No:

Date:

To:

[Name and address of Employer]

PERFORMANCE GUARANTEE No:

We have been informed that *[name of Contractor]* (hereinafter called “the Contractor”) has undertaken, pursuant to Contract No *[reference number of Contract]* dated *[date of Contract]* (hereinafter called “the Contract”), the execution of works *[description of works]* under the Contract.

Furthermore, we understand that, according to your conditions, Contracts must be supported by a performance guarantee.

At the request of the Contractor, we *[name of bank]* hereby irrevocably undertake to pay you, without cavil or argument, any sum or sums not exceeding in total an amount of Nu *[insert amount in figures and in words]* upon receipt by us of your first written demand accompanied by a written statement that the Contractor is in breach of its obligation(s) under the Contract conditions, without you needing to prove or show grounds or reasons for your demand of the sum specified therein.

This guarantee is valid until *[date of validity of guarantee]*, consequently, we must receive at the above-mentioned office any demand for payment under this guarantee on or before that date.

Signature

Signature

Section 8: Bill of Quantities (BoQ)

Sl. No	Particular	Qty	Unit	Rate per month	Total amount in one year	Remarks
1	Cleaning of all urban roads, drainage, parking, sewer network and plant, market sheds, parks and open spaces, taxi parking, parks, common drainage at the rear side of the buildings, etc (as indicated in the enclosed map). The contractor may be provided with additional areas when required by the Municipal Office.	12	months			Unit rate and total amount shall be written both in figure & words.
	Total amount in figure					
	Total amount in words					

Name & Signature:

Seal of firm:

Date:

Section 9. Drawings

Notes on Drawings

Insert here a list of Drawings. The actual Drawings, including site plans, should be attached to this section or annexed in a separate folder. The Drawings shall be dated, numbered and show the revision number.

AREA TO BE CONTRACTED FOR CLEANED



Legend

- AREA REQUIRED TO BE CLEANED BY CONTRACTOR
- AREA TO BE CLEANED BY INDIVIDUAL HOUSEHOLD