



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



# STANDARD BIDDING DOCUMENT(S)

## PROCUREMENT

### OF

## COLLECTION AND DISPOSAL OF MUNICIPAL SOLID WASTE



February 2023

**IMPORTANT DATES AND TIMES**

PERIOD OF BIDDING DOCUMENT(S) AVAILAIBLE	FROM APRIL 26, <u>2023</u>	TO MAY 29, <u>2023</u>
LAST DATE AND TIME FOR RECEIPT OF BIDS	DATE MAY 29, <u>2023</u>	TIME <u>11:30 AM BST</u>
DATE AND TIME OF OPENING	DATE MAY 29, <u>2023</u>	TIME <u>12:00 PM BST</u>
PLACE OF OPENING OF BIDS	<u>Thromde Conference Hall</u>	

## Contents

### PART I: BIDDING PROCEDURES

<b>Section I. Instructions to Bidders .....</b>	<b>5</b>
<b>Section II. Bidding Data Sheet .....</b>	<b>19</b>
<b>Section III. Qualification and Evaluation Criteria .....</b>	<b>21</b>
<b>Section IV. Bidding Forms .....</b>	<b>23</b>
<b>Section V. Activity Schedule .....</b>	<b>32</b>
<b>Section VI. SCOPE OF SERVICE, ROLES AND PERFORMANCE SPECIFICATIONS.....</b>	<b>42</b>
<b>Section VII. General conditions of Contract .....</b>	<b>51</b>
<b>Section VIII. Special Conditions of Contract .....</b>	<b>64</b>
<b>Section IX -Contract Forms .....</b>	<b>67</b>
ANNEX I: DEMARCATION OF SERVICE ZONES .....	84
ANNEX II: ZONES, WASTE COLLECTION AREAS, AND COLLECTION FREQUENCY .....	93
ANNEX III: WASTE COLLECTION SCHEDULE FORMAT: .....	97
ANNEX IV: EVALUATION OF BIDS .....	98
ANNEX V: WASTE DATA FORMAT .....	103

PART - I  
BIDDING PROCEDURES

<b>Section I. Instructions to Bidders</b>
---

<b>Instructions to Bidders</b>
--------------------------------

### A. General

- |   |  |  |
|---|--|--|
| <p><b>1. Scope of Bid</b></p>                 | <p>1.1</p>   | <p>The Employer, as defined in the Bidding Data Sheet (BDS), invites bids through the Open Tender for the Services, as described in the BDS. <b>The name and identification number of the Contract provided in the BDS.</b></p>  |
| <p>1.2</p>                                    | <p>The successful Bidder expected to complete the performance of the Services by the Intended Completion Date <b>provided in the BDS and the SCC Clause 2.3.</b></p> |  |
| <p><b>2. Source of Fund</b></p>               | <p>2.1</p>   | <p>The procurement of this service shall be financed by Employer from its own budgetary allocation.</p>  |
| <p><b>3. Corrupt Fraudulent Practices</b></p> | <p>or 3.1</p>  | <p>It is RGoB's policy to require that Employers, Bidders, Suppliers, Service Providers and their Sub-Service Providers observe the highest standards of ethics during the procurement and execution of contracts. In pursuance of this policy, the RGoB:</p> <p>(a) defines, for the purposes of this provision, the terms set forth below as follows:</p> <p>(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;</p> <p>(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;</p> <p>(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;</p> <p>(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;</p> <p>(v) "obstructive practice" is</p> <p>(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</p> |

- (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-Service Provider, 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 Document(s) 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 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 sub-Service Providers) 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 Document(s) 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 Document(s) listed in ITB sub-clause 5.3 and 5.4 is missing, the Employer may request the submission of that Document(s) subject to the bid being substantially responsive as per ITB clause 27. The non-submission of the Document(s) 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 Document(s) with their bids in Section IV, unless otherwise **stated in the BDS:**
- (a) copies of original Document(s) 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 municipal waste management 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 municipal waste management services 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 Service Providers 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 Service Provider or sub-Service Provider 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 municipal 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. Sub-Service Providers' 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 sub-Service Provider 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 Document(s), 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 Areas** 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 Document(s). Any information given during 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 Document(s).

## B. Bidding Document(s)s

- 9. Content of Bidding Document(s)s**
- 9.1 The set of bidding Document(s)s comprises the Document(s)s 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 Document(s)s. Failure to furnish all information required by the bidding Document(s)s or to submit a bid not substantially responsive to the bidding Document(s)s 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 Document(s)s**
- 10.1 A prospective Bidder requiring any clarification of the bidding Document(s)s 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 Document(s)s, including a description of the inquiry, but without identifying its source.
- 11. Amendment of Bidding Document(s)s**
- 11.1 Before the deadline for submission of bids, the Employer may modify the bidding Document(s)s by issuing addenda.
- 11.2 Any addendum thus issued shall be part of the bidding Document(s)s and shall be communicated in writing to all purchasers of the bidding Document(s)s. Prospective bidders shall acknowledge receipt of each addendum in writing to the Employer.
- 11.3 To give prospective bidders reasonable time in which to consider an addendum 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 Document(s)s relating to the bid exchanged by the Bidder and the Employer shall be written in English. Supporting Document(s)s 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. Document(s) 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 Document(s);
  - (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 Document(s) 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

- |  |   |
|--|---|
| <b>20. Sealing and Marking of Bids</b>         | <p>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".</p> <p>20.2 The inner and outer envelopes shall</p> <ul style="list-style-type: none"> <li>(a) be addressed to the Employer at the address <b>provided in the BDS;</b></li> <li>(b) bear the name and identification number of the Contract as <b>defined in the BDS</b> and Special Conditions of Contract; and</li> <li>(c) provide a warning not to open before the specified time and date for Bid opening as <b>defined in the BDS.</b></li> </ul> <p>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.</p> <p>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.</p> |
| <b>21. Deadline for Submission of Bids</b>     | <p>21.1 Bids shall be delivered to the Employer at the address specified above no later than the time and date <b>specified in the BDS.</b></p> <p>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.</p>  |
| <b>22. Late Bids</b>                           | <p>22.1 Any Bid received by the Employer after the deadline prescribed in ITB clause 21 will be returned unopened to the Bidder.</p>  |
| <b>23. Modification and Withdrawal of Bids</b> | <p>23.1 Bidders may modify or withdraw their bids by giving notice in writing before the deadline prescribed in ITB Clause 21.</p> <p>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.</p> <p>23.3 No Bid may be modified after the deadline for submission of Bids.</p> <p>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</p>  |

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.
- 26.3 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 Document(s).
- 27.2 A substantially responsive Bid is one which conforms to all the terms, conditions, and specifications of the bidding Document(s), 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 Document(s), 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 Document(s) 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

- 31. Award Criteria**
- 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.
- 32. Employer's Right to Accept any Bid and to Reject any or all Bids**
- 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.
- 33. Notification of Award and Signing of Agreement**
- 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 Service Provider 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 Service Provider 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 ([publicprocurement.govmu.org](http://publicprocurement.govmu.org)) and the Employer’s website, the results of the Bidding Process identifying the bid and lot numbers and the following information:

- (i) name of the successful Bidder, and the Price it offered, as well as the duration and summary scope of the contract awarded; and
- (ii) an executive summary of the Bid Evaluation Report.

33.2 Until a formal contract is prepared and executed, the issue of the Letter of Acceptance shall constitute a binding Contract.

33.3 The Contract, in the form provided in the bidding Document(s), will incorporate all agreements between the Employer and the 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 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 Document(s). The insertions should correspond to the information provided in the Invitation for Bids

<b>A. General</b>	
<b>ITB 1.1</b>	The Employer is <b>Executive Secretary, Thimphu Thromde</b> The name and identification number of the Procurement is: <b>Collection and Disposal of Municipal Solid Waste</b>
<b>ITB 1.2</b>	The Intended Contract Period is for five (5) 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>as per the ToR.</b>
<b>ITB 5.3</b>	The Qualification Information and Bidding forms to be submitted are as follows: <ul style="list-style-type: none"> <li>(a) Copy of any business license – <b>Bidders should submit valid and eligible trade license issued by MoEA.</b></li> <li>(b) Bidders have to submit their total monetary value of services for the last three years or less –<b>Not Applicable</b></li> <li>(c) Experience regards to collection and disposal of waste: <b>Not Applicable</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. <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) <b>Not Required</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. <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 to qualify for award of contract. <b>Not Applicable</b>
<b>ITB 5.6</b>	Not applicable.
<b>ITB 8.1 (b)</b>	<b>No Pre-bid meeting</b>
<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 [2] that is one original and [1] copies.
<b>ITB 10.1</b>	The Employers' address for clarification is: City Environment Division

	<p>Thimphu Thromde 220 Gongdzin Lam SE, Norzin, Thimphu</p> <p>For clarifications, bidders can send queries related to bidding Document(s) via email (<a href="mailto:ljdorji@thimphucity.gov.bt">ljdorji@thimphucity.gov.bt</a>) and employer will respond within 24 hours.</p>
<b>C. Preparation of Bids</b>	
<b>ITB 14.1</b>	Presentation not required
<b>ITB 15.6</b>	The Contract <b>IS</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 <b>Nu. 250,000/ drawn addressed to Executive Secretary, Thimphu Thromde. The bid security should be in form of CW, DD and unconditional Bank Guarantee.</b>

<b>D. Submission of Bids</b>	
<b>ITB 20.2</b>	<p>The Employer's address for the purpose of Bid submission is: Executive Secretary Thimphu Thromde 220 Gongdzin Lam SE, Norzin, Thimphu</p> <p>For identification of the bid the envelopes should indicate: Contract: <b>Municipal Solid Waste Collection and Disposal Services</b></p> <p><b>DO NOT OPEN BEFORE 12.00 PM local time on MAY 29, 2023</b></p>
<b>ITB 21.1</b>	The deadline for submission of bids shall be <b>MAY 29, 2023 at 11.30 AM</b>
<b>E. Bid Opening and Evaluation</b>	
<b>ITB 24.1</b>	<p>Bids will be opened at the following address; Time: 12.00 PM Date: MAY 29, 2023 Venue: The Conference hall of Thimphu Thromde</p>
<b>F. Award of Contract</b>	
<b>ITB 34.1</b>	The Performance Security shall be for <b>[10 percent of one year value]</b> 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 (Trade license)	Appropriate non consulting services license to be submitted along with bid document.	
3	Government owned entity	Legally and financially independent if government agencies intend to apply	Must
4	Made misleading or false representation in forms, statements and attachments submitted	Not allowed	Based on verifications if suspected against bidder
5	Bid Validity	90 days	Must
6	Bid Security	Nu. 250,000/-	Must
7	Completeness of bids	i) Bid submission form ii) Integrity pact statement iii) Weekly schedule, routes, and collection points separate for Dzongkhag and Thromde areas iv) Price schedule with detailed cost breakup (specific for fuel cost per litre, frequency, HR, and any other expenditure that contributes to the total lumpsum), separate for Thromde and Dzongkhag areas. Information required for the price schedule is shared in <b>Annex IV</b>	Must
8	Award of contract	While bidders can bid for both Lots, only one contract will be awarded to the best evaluated bidder.	Must
9	Integrity Pact.	Must download and submit along with the bid documents	Must
Personal (bidders must submit CID copy, certificates and CV/resume of proposed personals)			
Sl	Position	Minimum qualifications	Must
1	General Manager	Bachelors Degree any field	1
2	Transport Manager	VIT graduate (Auto/mechanic)	1
3	Accounts Manager	Bachelors or Diploma	1
4	Customer manager	Minimum class 12	1
5	Drivers	Driving license holders	Minimum 11 for North; Minimum 10 for South (The minimum is set as per the number of vehicles available from Thimphu Thromde and Dzongkhag. If less is quoted, please provide evidence to support your claim)

6	Handy personnel	NA	Minimum 22 for North; Minimum 20 for South (The minimum is set as per the number of vehicles available from Thimphu Thromde and Dzongkhag. If less is quoted, please provide evidence to support your claim)
---	-----------------	----	--

*Bids shall be evaluated on a “must comply” basis for items hereunder as per the requirements described in the bidding Document(s). 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.

**The bids shall be evaluated based on the forms and submission made according to the contract, and on the cost-saving and innovation brought to the service (evaluation on cost estimations, schedule, routes, timing, and quotes on additional services). Please check Annex IV for more details.**

**Section IV. Bidding Forms**

**1. BID SUBMISSION FORM**

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

To: Executive Secretary  
Thimphu Thromde

**Collection and Disposal of Municipal Solid Waste Services**

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Document(s), 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 Solid 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: *for 5 years in words*  
.  
.....  
...  
.....
- (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 Document(s), 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(s);
- (f) We are not a government owned entity / We are a government owned entity but meet the requirements of ITB 4.4
- (g) 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 Document(s), 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.

(h) 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;

(i) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive; and

(j) If awarded the contract, the person named below shall act as Service Provider'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(s), which shall be signed by both the parties at the time of purchase of bidding Document(s) and submitted along with the tender Document(s). 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:

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

---

<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.

- 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 previously mentioned 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 Document(s), 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 Integrity Pact at (*place*) \_\_\_\_\_ on (*date*) \_\_\_\_\_

Affix  
Legal  
Stamp

Affix  
Legal  
Stamp

EMPLOYER

BIDDER/REPRESENTATIVE

Executive Secretary

\_\_\_\_\_

Witness

Witness:

Chief Environment Officer

\_\_\_\_\_

**4. LIST OF PROPOSED KEY PERSONALS BY THE BIDDER FOR THIS SERVICE** (please add more rows if necessary, keeping in mind minimum required number of specified personnel)

L 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 personnel	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 of citizen identity card or other relevant documents (especially for handy personnel) and copy of academic certificate of proposed personals.

## 5. 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 Employer to the bidder, clearly mentioning the vehicle/s registration number/s, shall be submitted.

**PART - II**  
**ACTIVITY SCHEDULE**

**Section V. Activity Schedule****A. DEFINITIONS**

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

1. Household, Commercial, and Institutional Waste: Waste generated by households, shops, institutions, restaurants, kitchens comprising food rests, vegetables rests, litter, cans, food containers, used clothes, shoes etc.
2. Green/Garden Waste: Exclusively organic waste comprising cut grass, leaves, branches less than 1 meter long and less than 15-centimeter diameter, fruits, vegetables rests, flowers, seaweeds.
1. Bulky/Bulk Waste: Generally, waste that may cause blockages of compactors or transfer stations. It means waste material which cannot be appropriately placed in separate containers because of their bulky size, shape or other physical attributes. These include large worn-out or broken household, commercial, and industrial items such as furniture, lamps, bookcases, filing cabinets, and other similar items.
2. Non-compactable waste: This would comprise concrete demolition waste, concrete construction waste, earth, stones, sand, grit, dry mud, foreign bodies on the beaches 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.
3. Industrial waste: Waste generated by industries. This would include waste like textiles, wood, sawdust, metal scraps, plastics, cartons and paper, tires, 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.
4. Toxic and dangerous waste: This would include asbestos, sludge, waste from slaughterhouse, animal wastes, pharmaceutical waste, clinical waste and any other type of waste that may cause health hazards or environmental damages.
5. Bags: means plastic, nylon, or burlap sacks designed to contain solid waste with sufficient wall strength to maintain physical integrity of the container when lifted by the opening. Total weight of a bag and its contents shall not exceed 15 kilograms
6. Door-to-door collection: means a solid waste collection service where the collection vehicle arrives at a designated location and time and waits a scheduled time for the generator to bring solid waste to the vehicle.
7. Bundle Waste: means tree parts, shrubs, brush trimmings, newspapers, magazines, cartons or other solid waste securely tied as a package not exceeding 1 meter in length or 15 kilograms in weight.
8. Construction or Demolition Debris: means waste building materials resulting from construction, remodeling, repair, or demolition operations with sights or volumes greater than those allowed for bags, bundle waste or dustbins.
9. Containers: means metal or durable plastic receptacles designed to store solid waste in minimum volumes of .2 cubic meters, to be lifted mechanically and emptied by gravity
10. Default Notice: means written notice from the employer to the Service Provider that there has been a default in performance of the services required under this agreement.
11. Dustbins: means metal or durable plastic receptacles designed to store solid waste and to be lifted and emptied easily by one worker, with a volume not to exceed 120 liters and the total weight of the dustbin and its contents not to exceed 30 kilograms
12. Door Service: means collection service from premises wherein bags, bundles, dustbins or containers are collected from the curbside or similar location designated by Service

- Provider at or near the collection route.
13. Generators: includes all solid waste service customers, regardless of whether they are households, institutions, commercial establishments, or industries, as regulated by the laws and bye-laws of government represented by the employer.
  14. Hazardous Waste: means waste which is toxic, flammable, corrosive, radioactive, explosive or otherwise dangerous in accordance with definitions, established by the National Environment Commission, and shall also include motor oil, diesel fuel, gasoline (petrol), paint, solvents, dry cell and vehicle batteries, pesticides, and infectious or otherwise hazardous medical wastes from hospitals and clinics, metallic and/or oily sludges or solvents from commercial and industrial establishments, batteries, asbestos materials, pesticides, radioactive wastes, etc. These do not included household hazardous wastes.
  15. Performance Security: means a surety bond or letter of credit that guarantees compensation to the employer in the event that it must assume the obligations and/or duties of the Service Provider in order to continue the services as defined by this agreement for a period of at least 60 months.
  16. Premises: means any land, building, and/or structure, or portion thereof.
  17. Recycling: means the process of sorting, collecting and turning used materials and/or products including, but not limited to, newspapers, cartons, cans, bottles, durable plastics, textiles, and bones, into new products by reprocessing or remanufacturing
  18. Regulatory Framework: means any laws, regulations, decrees and policies officially developed and approved by the government, including the local, provincial and central government, for the purposes of regulating SOLID WASTE generation, collection, transport, recycling, reuse, treatment, and disposal.
  19. Sanction: means penalties to be paid by the Service Provider to the employer, through adjustments in payments by the employer to the Service Provider or otherwise, upon issuance by the employer of a default notice.
  20. Contract: is an authorization and specification for the Service Provider to perform services for the employer in the zone whereby Service Provider is paid by the employer for services performed.
  21. Services: means the whole of the work to be executed under the agreement, including solid waste collection from generator's premises and curbside, and special waste collection (e.g., dead animals, bulky wastes, construction/demolition debris, and yard wastes).
  22. Solid Waste: means all waste material generated by households, institutions, commercial establishments, and industries and discharged from their premises for collection; all litter and clandestine piles of such wastes; and includes street litter, bulk waste, bundle waste, dead animals and other waste materials, except hazardous waste.
  23. Zone: designated area of service as part of this service agreement.

## B. ACRONYMS

1. DOC: Drop-off Centre
2. MRF: Materials Recovery Facility
3. MTO: Motor Transport Officer
4. SLB: Street Litter Bin
5. WCF: Waste Collection Facility

## C. ZONES AND SERVICES

### 1. Coverage:

The description of the zones under this agreement is further divided into different areas as indicated in the maps in *Annex I*. All waste collection facilities, drop-off centres, households, commercial entities, offices, institutions, etc. within the waste collection areas must be serviced without fail as per the frequency stipulated in schedule attached herein as *Annex II*. The Bidders should visit and familiarize themselves with the areas included here.

The Service Provider shall be fully responsible for the removal of all non-hazardous (not including household hazardous) waste from establishments within their respective zones.

There are two zones – North Zone and South Zone – and each zone is further divided into two parts, Thromde and Dzongkhag. The areas which fall under each are given below:

- i. Thimphu Thromde (*Please note all areas under Thromde must be serviced with door-to-door collections*):

North Zone		South Zone	
Sl. No	Area	S. No	Area
1	Dechencholing	1	Babesa
2	Taba	2	Changbangdu
3	Lhadrong/Hejo	3	Chang Gedaphu
4	Langjophakha	4	Changjalu
5	Bebena/Samteling	5	Changjiji
6	Zilukha	6	Chang khorlo
7	Yangchenphu	7	Olakha
8	Changangkha	8	Changzamtok
9	Motithang	9	Dolay Gang
10	Chang zeri	10	Kemkha
11	Kawang Chhodzong	11	Lubding
12	Chang Genye	12	Lungtenphu
13	Kawajangsa	13	Semtokha
14	Norzin (Norzin lam and Chang lam)	14	Serbithang
15	Jungshina	15	Tshatshobaykha (RIM Area)
		16	Wangchhu Taba (IT Park-Semtokha E4 area)

## ii. Thimphu Dzongkhag:

<b>North</b>		
<b>Sl. No</b>	<b>Area</b>	<b>Service</b>
1	Kabisa	Door-to-door
	Changtagang	WCF
	Begana	WCF

<b>South</b>		
<b>S. No</b>	<b>Area</b>	<b>Service</b>
1	RTC	Door-to-door
2	Debsi	Door-to-door
3	Gamchey-Nyezer gang	Door-to-door
4	Khasadrapchu	Door-to-door and WCF (2)
5	Geney Gewog	WCF (6)
6	Namseling	WCF (2)
7	Sisina	WCF (1)
8	Chamgang	WCFs (2)
9	Bjemina	WCFs (3)

The Service provider will collect waste from all the WCF located within the service areas, even if not provided here, where Service Provider is mandated to provide door-to-door services.

**2. Collection Frequency and Schedule:****a. Thimphu Thromde:**

<b>Area/Zone</b>	<b>Frequency of collection (per week)</b>	<b>Dry</b>	<b>Wet</b>	<b>Timing</b>
Norzin area and Honkong Market area (Lot I)	5	3	2	Night (8:30PM to 10:30PM)
Chang Lam area (Lot I)	5	3	2	Night (8.30PM to 10.30PM)
North Zone (Lot I)	4	2	2	Day (8:00AM – 6:00PM)
South Zone (Lot II)	4	2	2	Day (8:00AM – 6:00PM)
Drop-off Centers	As specified in the Section V.11 below			

**b. Dzongkhag**

The required frequency for waste collection areas and waste collection facilities under each zone is specified under *Annex II*.

**c. Sunday is a ‘No Waste Collection’ day for Thromde and Dzongkhag areas.****d. Timing and Service Area**

Service Provider shall perform their duties in accordance with collection areas and frequencies as per *Annex II*.

A sample of waste collection schedule is provided in *Annex III*. The bidder should follow the schedule format and make a separate schedule for Thromde (except for Norzin Lam and Hongkong Market, which is already shared in this document) and Dzongkhag areas, and should include the timings, routes, and waste pick-up points.

The bidder must also submit collection schedules of waste drop-off centers and waste collection facilities according to the requirements stipulated in **Section VI.B.ii**.

**3. Service Hours:** Except as otherwise provided herein, collections at the premises of generators shall not start before 8 a.m. or continue after 6 p.m. for daytime collection, and before 8:30 p.m. or continue after 11:30 p.m. for nighttime collection, unless the Service Provider reasonably determines that an exception is necessary in order to complete collection on an existing route due to unusual circumstances and has notified Thromde of the same.

**4. Collection route and collection points:** Bidders shall provide Thromde with the planned and scheduled collection route, collection points, and timing for each truck for waste collection. Whenever there is a need to change the routes or timing, Service Provider shall seek a written approval from Thromde before implementing the new route and accordingly Thromde shall notify the general public.

**5. Changes in Frequency:** If, during the period agreed in the contract, the number of frequencies required increases or decreases, the monthly payments will be accordingly adjusted as per the cost estimation submitted by the Bidder. Therefore, the Bidders shall include an average cost for once-a-week waste collection frequency (separate for dry and wet collection) in a specific waste collection area when submitting their cost estimations. (*Eg. For area A, the average cost to collect dry waste once a week is Nu.x and for wet waste is Nu. y.*) Else, the changes in monthly payments due to frequency changes will be made according to the Employer's calculations without further negotiations.

**6. Disposal and Transfer:**

The Service Provider shall, at all times, properly discharge solid wastes only to officially designated transfer and disposal facilities. No dumping of solid wastes shall be made to drains, sewers, open lands, quarries, rivers, channels, swamps, or other locations not officially designated. The Service Provider shall at all times supervise its workers and inspect their activities to ensure that unauthorized dumping does not occur.

Officially designated waste disposal for North zone is Taba MRF, and Greener Way MRF/transfer station for South. The Service Provider is required to dispose all dry wastes at the respective zone Materials Recovery Facility (MRF).

In the event the MRF is non-operational/under major renovations, the dry waste must be disposed at the Memelakha landfill.

All wet waste must be disposed at the Memelakha Landfill, unless a new treatment facility is identified by Thimphu Thromde.

If the assigned disposal site is closed and a new disposal site is developed during the period covered by this agreement, the new disposal site shall also meet these same requirements. If

the new disposal site is located beyond the distance stipulated above, Thromde shall modify the service fee contract of the agreement to compensate for additional transit distance and time.

## 7. Vehicles available for hiring:

### i. Number and type of vehicles:

The following vehicles and containers shall be provided to the Service Provider. This is the maximum number of vehicles and containers that Thromde shall be providing for each zone.

<b>Thromde -North Zone</b>	
<b>Vehicle/Container Type</b>	<b>Maximum Number available</b>
Medium compactor	3
Small compactor	5
Container Carrier	1
Containers	11
<b>Thromde – South</b>	
Medium compactor	3
Small compactor	4
Container Carrier	1
Container	11
<b>Dzongkhag</b>	
Maximum of two (2) medium-type compactors shall be provided for services in the Dzongkhag	

The Service Provider may utilize vehicles provided for Thromde areas for collection in Dzongkhag areas, provided that the required number of frequencies in Thromde is maintained.

If the number of available vehicles is deemed insufficient for the services, the Bidders shall depute additional private vehicles mentioned in **Section IV.5** above. Any additional costs incurred due to additional vehicles after the contract is signed will be borne by the Service Provider without considerations from Employer.

Vehicles details and conditions are stipulated in *Terms and Conditions for Vehicles* shared under *Section IX – Contract Forms*.

ii. **Periodic maintenance:** All vehicles provided by Thromde should be brought to the Thromde Service Center (Babesa) for periodic inspection as per the schedule provided below. Failing to do so will cause Thromde to withhold monthly payment as per conditions stipulated in this document.

<b>Types of parts</b>	<b>Parts Name</b>	<b>Replacement time</b>
<b>Oils</b>	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
<b>Filters</b>	Engine oil filter	10,000 kilometer
	Fuel filter	20,000 kilometer
	Water separator (cleaning)	10,000 kilometer
	Air Cleaner	50,000 kilometer
<b>Parts</b>	Battery	2 years
	Fan belt	1 year

Periodic checkups shall be done by Thromde without charge. However, materials/parts required as indicated above should be procured by the respective Service Provider at the time of inspection period. Regarding the terms and conditions for the vehicles, please refer the *Terms and Conditions for Vehicles* shared under *Section IX – Contract Forms* at the end of the document.

8. **Contract Price:** The bidder shall fill in the prices and rates for each case. The prices and rates shall be valid for **60** months from award.

9. **Bid Price:** Bidders must attach cost analysis sheet (separate for Thromde and Dzongkhag areas) for the assessment of the bids

10. **Personnel:** Service Provider shall provide an adequate number of employees with adequate skill to undertake the services under this agreement. The Service Provider shall require its employees to be courteous at all times, to work quietly and not to use loud or profane language. Each employee shall wear clothing which is as neat and clean as circumstances permit. The Service Provider's employees shall not trespass or loiter on private property and shall not meddle or tamper with property which does not or should not concern them. Each employee assigned to drive a vehicle shall at all times carry a valid driver's license for the type of vehicle which he/she is driving, and all employees shall carry an identification card issued by the Service Provider.

Any complaints regarding the general behavior and presentation of the Service Provider's workers shall adversely affect performance score.

11. **Miscellaneous Services:** The Service Provider may propose to market the sale of special bags, private dustbins, or private containers to customers upon written approval from Thimphu Thromde. In no way shall any generators be required to subscribe to pre-collection services or to buy such special bags, dustbins, or containers.

12. **Commissioning period:** Tentatively from *June 1st till June 30<sup>th</sup>, 2023* prior to the commencement date, Thromde shall notify public of the services to be provided under this Agreement. Thromde shall advocate public about proper waste management, segregation, and disposal requirements and about the mechanisms for public to address incomplete performance or other complaints.

During the commissioning period, the Service Provider/Bidders shall fully prepare for the performance of services and shall obtain any additional vehicles and equipment required to train its personnel and shall secure such other facilities as it may require.

**13. Generator education and compliance:** Thromde shall educate the generators so that they place their waste outside for collection only at the scheduled time and place of pick-up, and provide informative brochures, information on rights and responsibilities of the generators, including information regarding allowable waste and defining prohibited hazardous waste, based on the framework provided in the bidding process.

After the commissioning period, Service Provider’s vehicle and equipment operators shall write down and report to Service Provider’s designated officer the time and location of any unauthorized, illegal, or clandestine dumping of the solid waste that they observe. These reports shall be sent to the Thimphu Thromde within 2 hours.

It is the Service Provider’s responsibility to instruct generators to only dispose segregated municipal solid waste in the collection vehicle during the designated days of collection service.

## **B. PAYMENT TO SERVICE PROVIDERS**

### **1. Payment Of Service Charges**

Payment for services performed pursuant to this contract shall be made by Thromde. The payment shall be based on the performance of the Service Provider.

Full payment shall be made if the SLI scores is 95% and above. Payment shall be pro-rated based on the SLI score if the score is below 95%.

### **2. Monthly Processing of Service Charges**

After the assessment of the performance of the service, Thromde shall, within ten calendar days of the following month, make the payment of the contract fees as per the achievement of the SLI score.

During this time, the performance rating will be corresponded to the Service Provider by Thromde and the Service Provider shall accordingly submit the bill for payment.

Any adjustments/changes in monthly payment due to factors specified within the Price Adjustment Clause in **6.6.1** of the **GCC** will be made monthly pro-rata basis, during the month in which the changes were made. If the changes were made before the end/after the start of a month, the payment will be made as per the following calculation:

$$[(D_p * N_p) + (D_n * N_n)] = \text{Total Monthly Payment for the relevant month}$$

Where  $D_p$  = Daily payment rate for previous monthly payment [calculated as (previous monthly payment/number of days in that specific month)],

$N_p$  = Number of days worked within the month before the changes,

$D_n$  = Daily payment rate for new monthly payment [calculated as (new monthly payment/number of days in that specific month)], and

$N_n$  = Number of days worked within the month after the changes

*Note: The new monthly payment mentioned under  $D_n$  is the payment to be made to the Service Provider after the price adjustment, assuming that the Service Provider has performed the changed services for a whole month.*

### **3. Force Majeure**

The Service Provider shall not be required to perform the services required under this agreement if prevented from doing so by an Act of God, order or direction of government or local authorities, act of state enemies, riots, strikes, substantial destruction to the plant or equipment of any supplier, shortage of fuel or lubricants, or any other circumstances beyond their control. For purposes of this agreement, Act of God shall include causes arising from natural calamities such as earthquakes, volcano eruptions, rainstorms. Service Provider shall notify the Thromde within 2 days of such occurrence.

Service Provider shall not be entitled to payment for services not performed due to force majeure and shall not be deemed in breach or default of this agreement by reason of such non-performance.

### **4. Default in Performance**

Thromde may investigate each case where it has received a complaint in writing, including any complaint put in writing by the Thromde and signed by complainant, where the Service Provider has failed to perform the services required under the agreement.

If Thromde considers the complaint to be justified after investigation, within 1 day it shall communicate to Service Provider to resolve the complaint.

If the Service Provider fails to comply within 1 day with the instruction of Thromde to resolve the complaint, Thromde may write a default notice and maintain a record of the unresolved incident. Such record shall be kept for performance rating of the Service Provider.

If the Service Provider considers the complaint is unjustified, or if it is unable to reach an agreement with Thromde on how to resolve the complaint, the Service Provider may seek within a period of 2 days the separate review and/or proceed as per the conditions of the bidding document.

### **5. Warnings**

If Service Provider goes below the SLI performance score threshold of 80% and below on each of the key performance indicator for two consecutive months for both Thromde and/or Dzongkhag areas, Thromde may issue a warning that the agreement may be terminated if the default is not resolved. If the Service Provider considers the warning is unjustified, or if it is unable to reach an agreement with the Thromde on how to resolve the basis for the warning, the Service Provider may seek a review and/ or proceed as per the conditions of the bidding document. If the Service Provider continues to score below the threshold the following month, it will be terminated without further negotiation and remuneration.

**6. TO BE FILLED BY BIDDERS FOR RESPECTIVE ZONES:**

*Note I: Respective bidders MUST submit the relevant cost breakdowns and calculations for their bids (separate for fuel cost, vehicle operation and maintenance, human resources, public litter bins, frequency and any other breakdowns that contribute to the total lump-sum charge). The calculations must also be separate for Thromde and Dzongkhag.*

*Note II: While bidders may bid for both zones, only one contract shall be awarded to a single bidder.*

**I. North Zone (Lot I)**

SL.No	Description of items	Value in Nu. (figure)
1	Monthly Waste Collection Service Charge for Thromde in Nu.	
2	Monthly Waste Collection Service Charge for Dzongkhag in Nu.	
3	Bulk/bundle waste quote for commercial entities, offices, and institutions	
4	Bulk/bundle waste quote for households	
5	Bulk/bundle waste quote for events	

Total monthly service charge (excluding bulk waste) in Nu. (Words)

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

**II. South Zone (Lot II)**

SL.No	Description of items	Value in Nu.(figure)
1	Monthly Waste Collection Service Charge for Thromde in Nu.	
2	Monthly Waste Collection Service Charge for Dzongkhag in Nu.	
3	Bulk/bundle waste quote for commercial entities, offices, and institutions	
4	Bulk/bundle waste quote for households	
5	Bulk/bundle waste quote for events	

Monthly service charge (excluding bulk waste) in Nu. (Words)

.....  
 .....only

**Section VI. SCOPE OF SERVICE, ROLES AND PERFORMANCE SPECIFICATIONS****A. ROLE OF STAKEHOLDERS****1. Thimphu Thromde:**

- i. Monitor, supervise and evaluate the performance of collection & transportation of municipal solid waste.
- ii. Appoint a focal from Dzongkhag to monitor the performance of Service Providers in Dzongkhag areas.
- iii. Monitor and evaluate the Service Level Performance Indicators (SLIs) to rate the performance and determine monthly payments of the Service Providers.
- iv. Ensuring GPSMS is operating smoothly and making necessary improvements to the system.
- v. Payment of monthly service charges to Service Provider proportionately to SLI performance score.
- vi. Assist and maintain a record of all customer complaints on solid waste collection.

**2. Service Provider:**

- i. Collect, remove, transport, and dispose of all municipal solid waste from households, commercials, drop off centers and institutions in the Zone allocated to the Service Provider.
- ii. The Service Provider shall not leave any residual waste (waste which falls off the vehicle or during disposal in the vehicle) behind after collecting waste at a stop, and shall be fined according to **Section VIII 3.10.2 ii)**
- iii. Collect and transport solid waste on time and from designated collection point as per the submitted Bidding documents.
- iv. Submit monthly reports on waste data to Thromde as per the format shared in **Annex V**, or whenever requested by Thimphu Thromde.
- v. Provide all municipal solid waste collection staff with identification cards with their name, photo and identification number, and require them to carry said identification cards at all times for monitoring purposes. When requested to do so by any of the Thromde's staff, the Service Provider's staff shall submit their identification cards for inspection.
- vi. Provide readily recognizable, brightly colored uniforms of a single design and color to all its workers, to be worn at all times when performing PRIMARY SERVICES under this AGREEMENT, so that they can be readily observed, and their performance can be steadily monitored. Uniforms shall be replenished as they become worn or damaged, and on at least a semi- annual basis. Service Provider shall also provide personal protective gear/equipment (boots, gloves, masks, and any other) to all workers, for use at all times during performance of services under this AGREEMENT.
- vii. Non-compliance will adversely the Service Provider's performance score and monthly payment.

- viii. Attend to and maintain a record of all customer complaints and action taken on solid waste collection. The Service Provider must submit a monthly report of complaints and actions taken to Thomde, or whenever requested.
- ix. Deliver service above the required SLI threshold.
- x. Provide waste collection and disposal services for bulky waste, green waste from individual, business entities, public and private organizations etc. and waste collection and transportation during public events and functions, to which Thomde shall notify the Service Provider in advance.

## **B. SCOPE OF SERVICES**

### **1. Services to be rendered:**

#### i. Door-to-door collection:

The service provider **MUST** provide door-to-door services as per the frequency and areas stipulated in this contract.

#### ii. Waste drop-off centres:

Service Provider shall be responsible for managing and maintenance of the DOCs. The wet waste container at DOCs must be emptied every day or whenever it is filled up to its optimum level. The waste compartment of dry household hazardous and other waste must be emptied every other day, or when every it is filled up to its optimum level. Please refer the *Terms and Conditions of Drop-off Centres* shared under *Section IX – Contract Forms* towards the end of this document.

#### iii. Waste collection facilities:

Service Provider is responsible for collection and emptying of the WCFs located within its service jurisdictions. The frequency of servicing the WCFs are provided in the **Annex II**. It shall be the responsibility of the Service provider to empty the WCFs whenever it is filled to its optimum level. The performance metrics will be similar to that of waste DOCs, such as cleanliness of WCF surroundings (about 1m from the WCF), and emptying of WCF as per schedule.

Bidder shall submit as a separate collection schedule for all WCFs in line with the frequency of collection as provided in **Annex II**.

#### iv. Containers:

The Service Provider shall be responsible for placing and emptying the containers that are provided with the container carrier. The Service Provider shall empty the containers as per the schedule submitted during bidding.

Bidders must submit a schedule for emptying the container.

#### v. Street litter bins:

Service Provider shall be responsible for emptying the street litter bins placed by employer within the delimited areas for waste collection as provided in

**Annex I.** The street litter bins must be emptied during the collection schedule of the respective area, or whenever requested by the Employer.

vi. Municipal waste bags:

Service Provider must pick up all Municipal waste bags left by Thimphu Thromde from approved or notified collection points.

vii. Bulk waste channel:

The Service Provider must depute a relevant vehicle to collect and dispose bulk waste (check Definitions under Section V) from DOCs, and as per public requirement. The Service Provider is mandated under this contract to empty all waste from the DOCs free of charge to the public, including the bulk waste that may be stored in the ‘Other Waste’ compartment. However, the Service Provider can collect a user fee from entities that may require additional services, such as:

- a. Bulk/Bundle waste from commercial entities, institutions, and offices
- b. Bulk/Bundle waste from households
- c. Bulk/Bundle waste from events

Payment for such services shall be made separately at the rate quoted by Service Provider. This shall be applicable only if the public requires the services.

All bidders are required to submit their quotes and the breakdowns for the quote, for the bulk waste channel, including vehicle(s) to be deputed, human resources (if more required) and other operational expenses. The bidders shall quote for such services in the format as provided in **Annexure IV**.

viii. Limited access areas

For neighborhoods with limited access the Service Provider should depute a relevant vehicle that can service the area.

ix. Carting away/Disposal of collection waste:

All waste types must be disposed of at their respective sites, i.e., MRF for dry waste; wet waste treatment plant for wet waste; and incinerator for household hazardous waste, unless notified otherwise by the Thimphu Thromde. In case the treatment/recycling facilities are not in place at the time the contract is signed, the waste must be disposed of at the landfill.

**2. Declinations:**

The Service Provider may decline to collect any bag, dustbin, bundle, container, or pile of solid waste from a generator which is not properly contained or segregated in accordance with the requirements of laws, by-laws, or this contract agreement, or which contains liquid wastes or contains injurious or hazardous materials, such as biomedical or toxic wastes.

Where the Service Provider has reason to decline municipal solid waste from a generator, it shall inform the generator verbally, and inform Thromde by written SMS or mailing immediately as to why the solid waste was not collected.

**3. Types of municipal solid waste:**

## i. Must be collected:

- a. Household Waste: including dry, wet, and household hazardous waste generated at residential households.
- b. Trade waste: Refuse from commercial establishments, restaurants, guest houses/tourist residence, hotels etc. should be collected at a frequency as indicated in the document.
- c. Other waste: Any other type of compactable waste not specifically mentioned above, should be collected whenever requested by Thimphu Thromde.

## ii. Not allowed inside the waste compactors and waste collection vehicles:

- a. Bulk/Bulky waste
- b. Medical or industrial toxic/hazardous waste
- c. Construction and demolition waste

**C. BASIC SERVICE REQUIREMENTS:**

1. Uniforms and PPE for all Service Provider staff.
2. Proper etiquette and ethics from all Service Provider staff.
3. Compliance with the waste collection frequency from areas stipulated in **Annex II**.
4. Collection of municipal solid waste from households, offices, businesses, institutions, DOCs, WCFs, SLBs, etc. as stipulated in this contract.
5. Proper maintenance of all vehicles accepted from Thimphu Thromde via lease agreement.

**D. OWNERSHIP OF SOLID WASTE**

1. All solid waste collected from the service jurisdiction of the Service Provider shall be the property of Thromde or Dzongkhag respectively according to the geographic jurisdiction. Collection, transport, and disposal activities conducted by the Service Provider does not grant the Service Provider ownership of solid waste. No solid waste handled by the Service Provider shall be used directly by the Service Provider for land reclamation, recycling or resource recovery, or sold to others for land reclamation, recycling or resource recovery, without the written consent of Thimphu Thromde. Failure to comply will result in penalties as per **Section VIII 3.10.2 iii**).
2. All collected wastes from respective zones will be transported to respective Material Recovery Facility, and subsequently, the waste disposed there will belong to the respective firm who manages the Materials Recovery Facility. In the event of facility breakdowns, Thromde management will decide on the waste disposal location and its ownership.
3. Waste disposed at Memelakha landfill site belongs to Thimphu Thromde.

**E. WASTE INSPECTION**

The Thimphu Thromde and its appointed officials shall conduct periodic and ad hoc monitoring and inspection of all aspects of the services outlined within this contract. The Service Provider must allow and cooperate with Thimphu Thromde during such an event. Failure to do so may result in the deduction of performance score due to perceived non-

compliance and hostility. The inspection report shall be compiled to be used for the performance appraisal of the Service Provider, identifying necessary changes that may be required and impact of such changes in the service delivery.

## **F. SERVICE LEVEL INDICATORS**

The Service Level Indicators (SLI) is a quantitative measurement to track the performance of the Service Provider. Thomde shall use the SLI to monitor the quality of service being provided by the Service provider, identify the areas for the improvement and also used in the performance based payment for the service provided.

### **1. Performance Monitoring**

Thomde and its appointed officials shall be responsible for monitoring, supervision and assessment of collection and transportation of solid waste by the Service Providers. Thomde shall use two methods of monitoring:

#### **i. Offline method**

- a) Physical monitoring of service shall be carried out at least once a week in the Zone by Thomde inspectors/appointed officials to validate and assess the performance of the Service Providers on ground. Feedback and complaints shall also be collected by the Inspectors/Officials from the general public on the performance of Service Provider.

#### **ii. Online system:**

- a) Monitoring of real time data from the GPS trackers and the GPS Management System (GPSMS) to assess the service level performance of the Service Provider.

### **2. Inspection**

The Service Provider shall allow Thomde, including the appointed Officers and Inspectors, to have access at all times to inspect the work being conducted under this agreement, all records and all documents maintained by the Service Providers regarding work performed under this agreement.

### **3. Complaints**

The Service Provider shall establish and operate a customer care service within its assigned zone of service. The Service Provider shall also establish and operate a telephone line with a full-time answering service or machine for receipt of complaints and public comments. Said service shall have at least one responsible person in charge and present during collection hours and shall be open during all collection hours.

Thomde shall also operate a help line to receive complaints and public feedback. A complete log of all communications shall be maintained by Service Provider and Thomde separately, including a record of actions to follow-up on any complaints or comments. Service Provider is required to submit monthly logs of complaints and action taken report to Thomde.

### **4. Cooperation**

All work conducted under this agreement shall be subject to performance monitoring by Thomde and/or the Thomde's officially designated officer. The Service Provider shall cooperate fully with the efforts of Thomde, and to monitor and supervise the services.

### **5. GPS Monitoring System (GPSMS)**

All waste collection trucks shall install GPS tracker in the trucks to capture real time movement of vehicle in the GPS monitoring system. The GPS tracker shall provide data on the route/path taken by each waste vehicle, servicing of each collection area and timing of each collection area, which are key SLI indicators for measuring service level performance.

Thomde and/or the Thomde's officially designated independent monitor shall be responsible for operating the GPS monitoring system for monitoring the solid waste collection & transportation. The system shall daily capture, retrieve and report on the SLI performance in the system. The login information for the Service Provider for its respective Zone will be shared during the commencement date.

### **6. Data Collection**

- i. *Capturing Data:* Data collection will be from the GPS tracker installed in the trucks which are captured by the GPSMS. The GPSMS will be further designed and tailored to provide and capture data and report the same upwards within the organization for collation and determination of the service level performance.
- ii. *Collation and analysis of Performance Indicators:* Thomde shall assign designated person with the mandate to collate the data received from system and generate the performance reports weekly and monthly. The person shall report to Chief, Environment Division, Thomde for supervision and guidance.
- iii. *Frequency of reporting:* The SLI performance reports of the Service Providers should be compiled and generated every week and achievement/non achievement of SLIs should be presented and discussed in the Thomde Management Meeting before payment of fees.
- iv. *Systems for Operational decisions and plans:* Decisions and plans will need to be periodically reviewed in light of the performance achieved and follow-on decisions taken up. Based on the performance, contracting decisions, remedial actions, review and follow-up decisions will need to be instituted.

### **7. Service Level Indicators**

A. Thomde:

- i. The key SLIs used for measuring service level tied to Service Provider's monthly service payment within Thomde boundaries are:

<b>Sl.No</b>	<b>Indicators</b>	<b>Weight</b>
1	Number of verified complaints on PPE	5%
2	Number of verified complaints on conduct of Service Provider	10%
3	Number of verified complaints/observations on maintenance and operation of DOCs	20%
4	Number of vehicles not maintained as per the TOR	20%

5	Number of verified complaints regarding the collection services (area not serviced)	20%
6	Number of complaints not yet resolved	5%
7	Number of complaints on timing of waste collection (not on time and as scheduled)	20%

The SLI Sl. No. 1,2,3,5 and 7 shall be based on the number of complaints from the general public and record from the scheduled and ad hoc inspections by Thromde officials and data from GPS wherever appropriate.

The SLI Sl, No 4 and 6 shall be measured based on the record with the Thromde MTO and Environment Division under Thimphu Thromde.

The SLI Performance Score Threshold for Thromde is 90-94 (Outstanding category), below which, warning and subsequent action will be taken.

#### **B. Dzongkhag:**

i. The key SLIs used for measuring service level tied to Service Provider's monthly service payment within Dzongkhag areas are:

<b>Sl.No</b>	<b>Indicators</b>	<b>Weight</b>
1	Number of verified complaints on PPE	5%
2	Number of verified complaints on conduct of Service Provider	10%
3	Number of vehicles not maintained as per the TOR	20%
4	Number of verified complaints regarding the collection services (area not serviced - door-to -door, as per schedule)	20%
5	Number of verified complaints regarding the collection services (area not serviced – WCF, as per schedule)	20%
6	Number of complaints not yet resolved	5%
7	Number of complaints on timing of waste collection (not on time and as scheduled – door-to-door)	20%

The SLI Sl. No. 1,2,4,5 and 7 shall be based on the number of complaints from the general public, record from the scheduled and adhoc inspections by Dzongkhag/gewog officials and data from GPS wherever appropriate.

The SLI Sl, No 3 and 6 shall be measured based on the record with the Dzongkhag MTO and Environment Section under Thimphu Dzongkhag Administration.

The SLI Performance Score Threshold for Dzongkhag is 90-94 (Outstanding category), below which, warning and subsequent action will be taken.

#### **8. Service Level Scale Definition**

<b>Scale</b>	<b>SLI Score</b>	<b>Definition</b>
Exceptional	95-100	Performance consistently exceeds the expectation. Service level performance is excellent, and service provided is at the highest level.

Outstanding	90– 94	Performance clearly and consistently exceeds the required standards. Performance levels are met and exceeded the required service standards.
Good	84-89	Performance just meets the required standards and occasionally surpasses the required service standards
Average	80-84	Performance not up to the required standards. Performance at this level requires improvement.
Poor	Below 80	Not meeting the minimum service standards.

**Acceptance Level of Performance**

If the SLI score on each of the indicator is below 80%, Service provider shall be answerable to Thomde on its inability to provide the service as desired by Thomde.

**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 Document(s) 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 Employer.
- (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 Sub-Service Provider 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(s) 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(s) 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) “Sub-Service Provider” 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, Sub-Service Providers, 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 mobilization** **and of** Before commencement of the Services, the Service Provider shall submit to the Employer for approval a Program showing the general

<b>vehicles and equipment</b>	<p>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.</p> <p>Failure of the Service Provider to deploy the necessary lorries with valid waste carrier license on the commencement date of the contract shall constitute sufficient ground for the Termination of the Contract as per GCC 2.6.1.</p>
<b>2.2.2 Starting Date</b>	<p>The Service Provider shall start carrying out the Services ten (10) days after the date the Contract becomes effective, or at such other date as may be <b>specified in the SCC</b>.</p>
<b>2.3 Intended Completion Date</b>	<p>Unless terminated earlier pursuant to Sub-Clause 2.6, the Service Provider shall complete the activities by the Intended Completion Date, as is <b>specified in the SCC</b>.</p>
<b>2.4 Modification</b>	<p>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.</p>
<b>2.5 Force Majeure</b>	
<b>2.5.1 Definition</b>	<p>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.</p>
<b>2.5.2 No Breach of Contract</b>	<p>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.</p>
<b>2.5.3 Extension of Time</b>	<p>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.</p>
<b>2.6 Termination</b>	
<b>2.6.1 By the Employer</b>	<p>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:</p> <ul style="list-style-type: none"> <li>(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;</li> <li>(b) if the Service Provider become insolvent or bankrupt;</li> </ul>

- (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 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) If the Service Provider continues to score below threshold in its monthly performance score after receiving a warning from Thomde.
- (g) 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 Sub-Service Providers 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 Sub-Service Providers, 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

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 Sub-Service Provider and any of its affiliates, shall be disqualified from providing goods, works, or Services (other than the

- Interested Project** **in** 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 Sub-Service Providers 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 Sub-Service Providers 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, such as termination.
- 3.3 Confidentiality** The Service Provider, its Sub-Service Providers, 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 Service Provider'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-Service Providers, 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 Service Provider, its employees, officers, agents, servants or sub-Service Providers. 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 Sub-Service Providers"),
  - (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 document(s) at the end of every month as specified in the Activity Schedule.
- 3.9 Document(s) Prepared by the Service Provider to Be the Property of the Employer** All plans, drawings, specifications, designs, reports, and other Document(s) 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 Document(s) and software to the Employer, together with a detailed inventory thereof. The Service Provider may retain a copy of such Document(s) and software.
- 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 of the Service Provider for non-performance of works in a locality or part thereof on a particular day, an amount as per the SLI performance score received by the Service Provider. 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.**
- 3.12 Statements of nuisances** 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.

**3.13 Statutory obligation, fee and charges** 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.

**3.14 Possible changes in disposal sites** 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.

**3.15 Service provider's conduct** 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

**3.16 Occupational health and safety at work** **A. Safety** (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 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.

(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.

(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.

**B. Occupational health**

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.

All employees on any contract should be given a simple leaflet of do's and don'ts to guide them in occupational health, safety and hygiene. Simple precautions such as:

- Washing
- Wearing protective clothing provided
- Wearing gloves, hard hats, facemasks and boots when required
- Attending to cuts and abrasions immediately
- Bandaging and covering open wounds, scratches or sores etc.

#### **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.

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 available to meet the needs for special events or due to unforeseen circumstances and to cater for absences.

**4.3 Mobilization of Resources**

#### **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 Sub-Service Providers' 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:

$$P_c = A_c + B_c \frac{L_{mc}}{L_{oc}} + C_c \frac{I_{mc}}{I_{oc}}$$

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 Service Provider 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 satisfying 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.

<b>Section VIII. Special Conditions of Contract</b>
---

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

<b>Number of GC Clause</b>	<b>Amendments of, and Supplements to, Clauses in the General Conditions of Contract</b>
<b>1.1(c)</b>	The contract name is :  <b>Municipal Solid Waste Collection and Disposal Services</b>
<b>1.1(f)</b>	The Employer is “Thimphu Thromde”
<b>1.1(k)</b>	The Member in Charge is <i>[Not Applicable].</i>
<b>1.1(p)</b>	The Service Provider is <i>[ lowest evaluated bidder]</i>
<b>1.4</b>	The address is: Executive Secretary 220 Gongdzin Lam SE, Norzin, Thimphu
<b>1.6</b>	The Authorized Representatives are: For the Employer: Chief Environmental Officer For the Service Provider: Thimphu Thromde
<b>2.1</b>	The date on which this Contract shall come into effect is. <i>Date of signing of contract</i>
<b>2.2.2</b>	The Intended Starting Date for the commencement of Services is <i>July 1, 2023</i>
<b>2.3</b>	The Intended Completion Date is <i>[60 months from the intended commencement date of the contract].</i>
<b>3.2.3</b>	Delete
<b>3.6</b>	Provide insurance against all risks as per the relevant laws of the Kingdom
<b>3.7(d)</b>	<i>Delete</i>
<b>3.10.2</b>	i) Deduction based on SLI performance score/rating: a) Exceptional (95-100): no deductions b) Pro-rated for every percent below 95% ii) failure to clean remnants at collection points = Nu. 1000/instance iii) Municipal solid wastes recycled, sold, or used for any other purpose by Service Provider when MRF facilities are available or without prior written consent from Employer will be subject to a penalty that is double the official tipping fees/rate at the respective MRF, as per the amount of waste repurposed without consent.
<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 any local banks. Please note that the Performance Security for the contract and the Monthly Retention (for the waste collection vehicles) are separate. The Monthly Retention is maintained from the Waste Service Provider’s monthly payments.
<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 contract agreement.</i>

<b>6.2(b)</b>	The amount in foreign currency or currencies is <b>Not applicable.</b>
<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 released 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 affected 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 affected in the current month after due notice given to the Service Provider.</p> <p>(e) Advance Payment is applicable to this contract – 50% of payment is released during the 1<sup>st</sup> week of the month after submission of bill from Service Provider. The remaining 50% is subject to deductions based on performance score.</p>
<b>6.5</b>	<p>Payment shall be made within 10 days of submission of bill by Service Provider.</p> <p>The interest rate is <b>the official rate as applicable.</b></p>
<b>6.6.1</b>	<p>Price adjustment is <b>to be applied as per the GCC 6.6.</b></p> <p>Price adjustments will only be applied to (if provided for in the SCC) fuel cost, and changes in frequency of waste collection. The formulas for each are as follows:</p> <p><b>A. Fuel Price Adjustment (per unit)</b>  [ (Current fuel price (per unit)) – (Initial Quoted Fuel Price (per unit)) = (Fuel price adjustment (per unit)) ]</p> <p>i) The Fuel Price Adjustment is the per unit adjustment amount made to the Initial Quoted Fuel Price, either as additional payment due to national fuel escalations or as deductions due to reduction in the national fuel price. The total Fuel Price Adjustment will be made according to the calculations submitted by the Waste Service Provider during Bidding after verification by Thimphu Thromde.</p> <p>ii) The Fuel Price Adjustment will only be applicable if the current fuel price is +/- 10% of the Initial quoted fuel price, and if the change in national fuel price affects the operation of the services. The impact of the fuel price changes must submit detailed cost calculations, including Initial Quoted Fuel Price, mileage considered, road length, or any other calculations that are dependent on fuel price.</p>

	<p><b>B. Changes in Frequency of Waste Collection (in a specific waste collection area)</b>  [ (Cost for Once-A-Week collection in a collection area) * (New Frequency of Collection in a week) = (Cost for New Frequency of Collection in a week) ]</p> <p>i) The cost calculation for Once-A-Week Collection in a collection area must be submitted by the Waste Service Provider during bidding, separate for wet waste and dry waste. If this cost calculation was not submitted, then this cost calculation will be made by Thimphu Thromde after factoring in the Initial Quoted Price submitted by the bidder without further negotiations.</p> <p>ii) The Cost for New Frequency of Collection in a week will be divided by 7 to get the daily rate, and multiplied by the number of days in the month the frequency has been changed. This new cost can either be higher or lower than the initial bid cost due to increase or decrease in frequency respectively.</p>
7.1	<p>The principle and modalities of inspection of the Services by the Employer are as follows:  <i>Random Inspection based on public complains.</i>  <i>Agreed frequencies and timing shall be monitored using GPS devices</i>  <i>Respective sanitary inspector's inspection report</i>  <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 Service Provider*..... (hereinafter called "the Service Provider") 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 Service Provider, 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 Service Provider 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 Document(s).

Please return the attached Contract dully signed

Authorized Signature: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Agency: \_\_\_\_\_

Attachment: Contract

**AGREEMENT**

This CONTRACT is made the \_\_\_\_\_ day of the month of \_\_\_\_\_, 2023, between Thimphu Thromde on the one hand (hereinafter called the “Employer”) and, on the other hand, \_\_\_\_\_ (hereinafter called the “Service Provider”).

**WHEREAS**

- (a) the Employer wishes to improve solid waste collection and disposal service for all municipal solid waste, excluding bulky wastes and large construction/demolition debris, and of a nature set out in the Contract for the Contract Price; and
- (b) the Service Provider is agrees to perform such Service in accordance with the provisions of the Contract and the Contract Price at Nu. \_\_\_\_\_

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

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

**For Employer**

**For Service Provider**

\_\_\_\_\_  
Executive Secretary  
Thimphu Thromde

\_\_\_\_\_  
Chief Executive Officer  
[ \_\_\_\_\_ ]

Witness

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

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

## Terms and Conditions for Vehicles

### 1. VEHICLE AND HIRE RATES

1.1 The types, quantity of vehicle(s), mileage, and hire rates are as given below:

Sl. No.	Vehicle type	Mileage	Vehicle number	Vehicle commission year	Hire rate for each vehicle per month (Nu.)
1	Small compactor	3.6 KM/L	BG-1-A0054	2022	20,000
			BG-1-A0055		20,000
			BG-1-A0056		20,000
			BG-1-A0057		20,000
			BG-1-A0058		20,000
			BG-1-A0059		20,000
			BG-1-A0060		20,000
			BG-1-A0061		20,000
			BG-1-A0062		20,000
2	Medium compactors	4 KM/L	BG-1-A0843	2022	20,000
			BG-1-A0844		20,000
			BG-1-A0845		20,000
			BG-1-A0846		20,000
			BG-1-A0847		20,000
			BG-1-A0848		20,000
			BG-1-A0849		5,000
3	Container Carriers		BG-1-A0850	2022	5,000
4	Dzongkhag old compactors (2)	3 KM/L	BG1A-0813	2022	20,000
			BG-1A-0796		20,000
5	Dzongkhag new compactors (2)		BG-1A0852	2023	20,000 for each
			BG-1A0853		

1.2 Vehicles will be leased after proper handing-taking is done between the Service Provider and Thimphu Thromde once the Contract is signed.

1.3 All hire rates are lump sum per month irrespective of the daily operation hours. The rates are exclusive of complete operation, repair & maintenance, and spare parts cost which shall be borne by the Service Provider.

1.3 The Employer shall directly obtain the hiring charges, subtracted from the monthly payment amount to the Service Provider.

### 2. EFFECTIVE DATE OF HIRE

The lease shall be effective from July 1<sup>st</sup>, 2023 for the vehicle(s).

### 3. DURATION OF HIRE

3.1 The Hire shall be for a duration of 60 months, or until the contract is terminated, whichever is earlier. The Employer shall reserves the right to cancel the lease in the event the operation and maintenance of the vehicles are deemed unsatisfactory.

- 3.2 The Service Provider shall, 10 days prior to the expiration of the term, give written notice to the Employer of its request either to extend the term or return the vehicle(s) to the Employer. However, if the contract is terminated, the Service Provider must return the vehicles within 1 week after conducting all the required repair and maintenance works.

#### **4. DELIVERY OF VEHICLES**

- 4.1 All transportation charges of vehicle(s) from the Employer yard to the place of work shall be borne by the Service Provider.
- 4.2 The Service Provider shall satisfy himself on taking possession of the vehicle(s) that it is in good working condition order and in undamaged condition. The Service Provider's signature on the rental agreement shall be taken as conclusive evidence that such agreement has been satisfied.

#### **5. DE-HIRING OF VEHICLES**

- 5.1 The Service Provider may de-hire the vehicle(s) by giving one month's advance written notice to Employer. The complete cost of de-hiring and transportation to the Employer's yard shall be borne by the Service Provider.
- 5.2 Following the receipt of the notice for de-hiring from the Service Provider, the Employer and Service Provider shall jointly carry out the detailed inspection of the vehicle(s) to assess the status of the condition of the vehicle(s). The Parties shall make the inventory of damages and defective parts requiring repair and replacement. The Service Provider shall refurbish the vehicle(s) and carry out repair & maintenance or replacement of parts as may be necessary to render the vehicle(s) in good working condition.
- 5.3 If the de-hiring of the vehicles is done before the completion of the respective month, then the hiring charges will be deducted as per the following formula:

[(One month hiring charge/total number of days in the month) \* number of days the vehicle was used before initiating de-hiring]

#### **6. REPAIR, MAINTENANCE, AND INSPECTION**

- 6.1 The Service Provider shall carry out periodic and preventive repair and maintenance of the vehicle(s) on a monthly basis, or as and when necessary.
- 6.2 The Service Provider shall conduct daily inspection as per the 'Driver's check list for daily inspection' (attached in the next section) for each vehicle, with the date of the inspection. This check list shall be submitted to the Thromde MTO on the last day of every month or whenever requested by Thimphu Thromde. Failure to do so will result in 'negligence'.
- 6.3 All costs of repair and maintenance, including spare parts, shall be borne by the Service Provider.
- 6.4 The Employer shall inspect the conditions of the vehicle(s) on a monthly basis, as per the 'Periodic service inspection sheet' check list (attached in the next section) and the components under the monthly checking under the 'Vehicle Maintenance Equipment service schedule' (attached in the next section) provided by the Japanese consultants involved in the Grant Project. The Motor Transport Officer from Thimphu Thromde and/or any other officially appointed staff by Thromde shall be responsible for the monthly inspections. He will send a copy of the checklist, physically or electronically, to the City Environment Division monthly. This inspection shall be carried out on the 1st, 2nd, and 3rd of each month. In case the dates mentioned above fall on holidays or day offs, it will be carried out on the next working days. The Thromde MTO and/or any other officially appointed staff by Thromde shall be responsible for rating the conditions of the vehicles as per the Service Level Indicators, and accordingly, the monthly contract payments of the Service Provider will be affected.

- 6.5 In case the inspection reveals negligence on part of the Service Provider, both Service Provider and Employer will be notified, and reparations must be made within the week by the Service Provider. If negligence is revealed on 3 separate inspections, the total retention amount of the vehicle contract will be withheld at the end of the contract term without further negotiations, and the vehicles will be promptly de-hired after all necessary maintenance are conducted by the Service Provider.
- 6.6 Spare parts for the new vehicles possessed by the Employer will be handed over to the Service Provider in two ways as per the justification provided by the Service Provider:
- a. For free if spare parts in possession are required as per the normal wear and tear (to be discerned by the Thromde MTO).
  - b. As per the cost of the parts in possession if Thromde MTO discerns it as due to negligence.

## **7. DRIVERS AND CARE OF VEHICLE(S).**

- 7.1 The Service Provider shall assign a dedicated licensed driver for each of the vehicle(s).
- 7.2 The driver shall ensure that the vehicle(s) is kept clean and washed immediately following the usage, especially collection of wet waste, to remove all remnants of waste and avoid setting of waste liquids on the vehicle(s)
- 7.3 The Service Provider shall provide proper watch and ward for the safety of the vehicle(s).
- 7.4 The Service Provider shall ensure that the GPS systems in the vehicle(s) are always functional and operational. The Service Provider shall be responsible for the payment of monthly data charges for each GPS system (Nu. 50 for each SIM). The Employer retains all administrative rights over the software component of the GPS systems, including the GPS systems acquired by the Service Provider as replacement. The Service Provider shall send the Employer a written notice in the event a GPS system malfunctions or is rendered useless and shall replace the old device with a new one of the same make and model.
- 7.5 In the event of a breakdown, the Service Provider shall depute another vehicle upon prior approval from Employer. If Service Provider fails to depute another equivalent vehicle as a substitute, Employer will deduct points from SLI score if the services are hampered in any way.
- 7.5 The Service Provider shall use the vehicle(s) only for collection in areas in their waste collection contract agreement and shall not use the vehicle(s) for personal collection.
- 7.6 All minor maintenance/repair costs must be borne by the Service Provider. Any major maintenance work must be submitted to Thimphu Thromde for support/scrutiny. Thromde will support up to 50% of the costs if the work is deemed to be valid and genuine by Thromde MTO. If the major maintenance work is evaluated by Thromde MTO to be due to negligence on part of the Service Provider, the Service Provider will bear the entire cost of the maintenance work.
- 7.7 Any damages to the vehicle(s) must be immediately notified to Thromde and rectified.
- 7.8 In case of an accident with a third-party vehicle/person/property, all costs beyond that which is covered by the vehicle insurance must be borne by the Service Provider.

## **8. REGISTRATION RENEWAL, EMISSION TEST, AND INSURANCE**

- 8.1 The Employer shall renew the registration of vehicle(s) as applicable on a regular basis at its own cost.
- 8.2 The Employer shall ensure that emission and fitness tests for vehicle(s) are kept up to date.
- 8.3 The insurance for vehicle(s) shall be obtained and maintained by the Employer.

## **9. TAXES AND DUTIES**

9.1 The Service Provider shall deduct applicable taxes and duties in vogue on the date of signing of this Agreement. Any taxes and duties that comes into force after the signing of this Agreement shall be borne by the Service Provider

9.2 The Service Provider shall remit any TDS or any other taxes deducted from the payment due to the Employer to the statutory authorities as promptly as required under the laws in force from time to time.

9.3 The Service Provider shall issue TDS certificate or any other certificates in connection with the taxes deducted from the Service Provider.

## 10. RETENTION AMOUNT

10.1 The Service Provider shall have 5% of their monthly payments retained by the Thromde monthly as an additional form of vehicle insurance not covered by normal vehicle insurance, regardless of the number of vehicles selected for hire. This retention amount shall be submitted to ensure the efficient and effective usage of the vehicles. The retention amount will be calculated as follows:

Service provider	Monthly payments	Monthly retention amount (5% of monthly payments)

10.2 The total retention amount shall be released within 30 days of taking-over of vehicle(s) by the Employer and having satisfied the vehicle(s) is in good running condition. **In case vehicle(s) is found to be defective and requires repair & maintenance as per Thromde MTO's evaluation, the Employer shall inform the Service Provider for repair, which has to be done within one week of the notification.**

10.3 In the event the newly leased vehicle(s) is broken down without any reasonable grounds or due to negligence of the Service Provider, the total retention amount shall be withheld, and the vehicle(s) shall be returned to the Employer after vehicle(s) is returned to good working condition (as per Thromde MTO's assessment). Subsequently, the vehicle lease agreement shall be deemed null and void.

## 11. TITLE AND SUB-LEASE

11.1 The vehicle(s) is the absolute property of Employer, and the Service Provider acknowledges that during the term, Service Provider only has the right to use the vehicle(s) as a mere bailee and has no right to sublease the vehicle(s) without the prior written approval of the Employer.

## 12. CONTACT ADDRESS

Any communication or correspondence with regard to these vehicles shall be addressed to as mentioned hereunder, or such other address and persons appointed by one party from time to time and communicated to the other party in writing.

### **For Thimphu Thromde**

Mr. Pema

Motor and Transport Officer

Thimphu Thromde

Thimphu, Bhutan.

Phone No.: +975 17235539

Email ID: pema@thimphucity.gov.bt

**Check list for Vehicles**

## i. Daily Inspection Sheet (to be filled by Service Provider or its drivers)

Driver's check list for daily inspection				
Truck No.			Driver Name.	
Place	Check item	No.	Contents	Check
Front	Front	1	Condition of lighting device	
		2	Condition of number plate, wiper and side mirror	
		3	Level of clutch oil and wind washer	
		4	Level of coolant water	
Side	Bottom	5	Engine oil leakage	
		6	Radiator water leakage	
	Left	7	Condition of front left tire	
		Right	8	Level of hydraulic oil
			9	Level and leakage of brake oil
		10	Condition of air cleaner indicator	
		11	Condition of fuel sedimenter	
		12	Level of engine oil	
		13	Draining air tanks	
		14	Battery condition	
	15	Transmission oil leakage		
Back	Back	16	Condition of compactor hydraulic cylinder	
		17	Condition of rear left tire	
	Bottom	18	Condition of lighting device	
		19	Condition of number plate	
Inside of engine room		20	Differential oil leakage	
		21	Coolant water leakage	
		22	Oil leakage (Engine oil, Power steering oil)	
		23	Condition of fan belt	
General	Condition	24	Level of power steering oil	
		25	General condition of vehicle	

The important daily inspection point	1	Brake oil	
	2	Air tank water	
	3	Radiator coolant water	
	4	Engine oil	
	5	Bottom of truck (Front)	
	6	Bottom of truck (Rear)	

## ii. Periodic Service Inspection Sheet (to be filled by Thromde MTO)

<b>Periodic service inspection sheet</b>							
Res.No	Driver name	Mechanic name		Km in	Date in	Date out	
✓ OK	×	Change	T	Tighten	C	Clean up	
A Adjust	△	Repair	○	Overhaul	L	Lubricant	
<b>Driving room</b>					Engine mounting bolt ( tightening )		
Engine general (start, running sound, smoking )				Clutch release cylinder (leakage, working condition)			
Steering (play, working condition )				Transmission (amount, leakage)			
Brake pedal (play, working condition )				Transmission mounting (tightening)			
Accelerator (play, working condition )				Parking brake (working condition, damage, wear-out)			
Parking brake (play, working condition )				Propeller shaft (tightening, damage)			
Clutch pedal (play, working condition )				Universal joint (tightening, damage)			
Lightening (working condition )				Fuel tank (leakage, damage)			
Wiper (working condition )				Fuel sedimenter (water level, leakage, damage)			



	Brake lining front (leakage, damage, wear-out)					Brake air tank Drain (leakage, working condition)		
	Radiator and coolant (leakage)					Power steering (amount, leakage)		
	Fan belt (damage, loosening )					Battery (amount, looseing )		
	Fan (damage, loosening )					Wheel alignment (damage, working condition )		
	Engine oil (leakage)					Front wheel bearing (play, working condition )		
	Fuel (leakage )					Rear wheel bearing (play, working condition )		
	Injector pump (leakage)					Tire (depth of ditch, damage )		
	Generator (damage, working condition )					Wheel nut bolt (damage, loosening)		
	Starter (damage, working condition )					Bumper, Mirror (tightening, damage)		
	<b>Contents and Spare parts</b>					Frame, body (tightening, damage)		
	Rating:			Date:		Signature of responsible person		

## iii. Vehicle Period Inspection Sheet

<b><u>Periodic inspection check sheet</u></b>						Dec./2019 ver.2.0	Card No.
<b>Date:</b>	<b>Model:</b>	<b>Reg. No.</b>		<b>Mileage(KM):</b>	<b>Checked by:</b>		
				km			

	✓	OK	X	Not OK	R	Replace	A	Adjust	C	Clean up	T	Tighten	L	Lubricant	
	<b>Engine compartment</b>						Qty.								Qty.
1		Engine oil level (amount, leakage, change)						30		Clutch oil level (amount, leakage, change)					
2		Engine oil filter (leakage, change)						31		Clutch pedal free play and stroke (wear-out, adjust)					
3		Engine mounting (damage, loosening)						32		Wheel nut / bolt (damage, loosening)					
4		Fuel filter (leakage, change)						33		Tire / Tread depth (cracks, abnormal wear)					
5		Water separator (pre -fuel filter) (leakage, change)						34		Door (damage, condition)					
6		Fuel pipe, Injector pump, Nozzle (leakage)						35		Window glass / Front / Rear / Side (damage, condition)					
7		Radiator coolant level (amount, leakage, change)						36		Mirror (damage, condition)					
8		Air cleaner element condition (blocked, change)						37		Lighting system / Illumination, flashing (damage, condition)					
9		Fan belt condition (damage, loosening)						38		Greasing					
10		Radiator fan (damage, loosening)							<b>Compactor body</b>						
11		Power steering fluid level (amount, leakage, change)						39		Hydraulic oil level (amount, leakage, change)					
12		Generator (damage, condition)						40		Hydraulic oil filter (leakage, change)					
13		Starter (damage, condition)						41		Hydraulic cylinder (leakage, condition)					
14		Battery (amount, leakage, change)						42		Compactor device (function, damage)					
	<b>Chassis / Body compartment</b>								43		Emergency stop (function, damage)				
15		Steering gear box Steering rod and arm Steering ball joint (damage, loosening)						44		Frame / body (damage, loosening)					
16		Shock absorber (leakage, damaged)							<b>Test driving</b>						
17		Leaf spring (damage, loosening)						45		Engine Idle RPM /Engine operating condition					
18		Brake hose (damage, loosening)						46		Exhaust smoke / Noise					



## Terms and Conditions for Drop-off Centres

### 1. Locations:

#### North Zone

- i. Dangrina
- ii. Pamtsho
- iii. Motithang
- iv. Bebena

#### South Zone

- i. Changzamtok
- ii. Changbangdu
- iii. Changjalu
- iv. Chubogang
- v. Tshalumaphay

### 2. The Service Provider will be provided with following equipment, which must be replaced if damaged or lost (same brand and type) during the contract period:

- i. A hose pipe.
- ii. A weighing scale

The equipment must also be handed over in proper working condition when the contract period ends or if the operation and maintenance rights of the drop-off centre is terminated according to **part 10** of these **terms and conditions**.

### 3. Responsibilities of Service Provider:

- i. Must hire/recruit a caretaker for each Drop-off Centre under their zone. Each caretaker must be provided the necessary training and equipment to effectively manage the Drop-off Centre.
- ii. Do not collect fees from the public for use of Drop-off Centre.
- iii. Do not conduct any other business/work apart from temporary storage of municipal household waste disposed by residents, collection and transportation of said municipal household waste, cleaning and maintaining of Drop-off Centre compartments and surrounding, and collection of waste data.
- iv. Carry out minor repair/maintenance works within the Drop-off Centre compound such as changing of light bulbs, replacement of hose pipe (same brand), repainting caretaker house (same color as earlier). Any major repairs/maintenance works not due to damage by Service Provider may be submitted to Thromde in writing for further support/scrutiny.
- v. Not assign, sublet or grant concession for the use of Drop-off Centre to any third party/private individuals/firms/company.
- vi. Ensure that all Drop-off Centre within their Mega-zone are open from 7AM till 8PM, Monday to Sunday.
- vii. Comply with the provisions of the Waste Prevention and Management Act of Bhutan 2009 and its Regulation 2016.
- viii. Ensure only segregated municipal household wastes are dropped off into designated compartments, except for wet waste, which must be stored in a container/dumper. Unsegregated wastes of any sort must not be accepted.
- ix. To encourage the segregation of waste at source and reduce the workload

for the Service Provider of segregating the waste. Service Provider must have display board in front of the DOCS visible to public with rates for each category of the waste for which the Service Provider has a monetary value and must pay the segregator accordingly. Rates for each category of waste shall be determined by the Service Provider.

- x. Bulk waste from households, such as refrigerators, sofa, bed frames, etc., must not be accepted into and removed from the Other waste compartment. Such waste must be removed at least once every two days or whenever necessary from the Drop-off Centre premises.
  - xi. Ensure only municipal household wastes are being disposed at the Drop-off Centre. No commercial/institutional/medical/construction and demolition/soil dumping wastes are allowed within the premises of the Drop-off Centre.
  - xii. Ensure the Drop-off Centre is emptied once every two days or whenever necessary, in order to reduce bad odor and unsanitary conditions. The Service Provider shall submit a schedule for emptying the Drop-off Centre to Thromde.
  - xiii. Ensure the Drop-off Centre is cleaned daily.
  - xiv. Not stockpile materials in and around the premises of the Drop-off Centre.
  - xv. Ensure the healthy maintenance of beautification works within the Drop-off Centre.
  - xvi. Maintain a record of wastes stored and collected in the Drop-off Centre and must submit monthly reports on the waste data via email, or whenever medium as instructed to do so by Thromde as per format shared in **Annex V**.
4. Any deviation from the clauses under Section 7 of this Agreement will have an adverse impact on the SLI performance score.
  5. All utility bills from each Drop-off Centre after signing the contract must be borne by the respective Service Provider. No rental fees for the caretaker's house or Drop-off Centre facility will be charged to the Service Provider.
  6. Service Provider shall hand over the Drop-off Centre structures and facilities to Thimphu Thromde as per the initial handing-taking record.
  7. The Service Provider shall restore the damages and conduct maintenance of the Drop-Off Centers and the Caretaker's house at their own costs prior to handing over to Thimphu Thromde as per section 2.d) of the Terms and Conditions for Drop-off Centre.
  8. In case an outsider is responsible for the destruction of Drop-off Centre property, he/she will be held liable for any reparations given that the Service Provider and/or Thimphu Thromde has successfully identified the individual(s). If the individual is not identified, evaluation of the incident and damage will be conducted by Thimphu Thromde, and reparations have to be done by the Service Provider if deemed to be responsible due to negligence.
  9. Monitoring and Evaluation: Thimphu Thromde shall monitor the management of Drop-off Centres.
  10. Reservations: Thromde reserves the right to terminate Drop-off Centre management rights of the Service Provider at any time, if the Service Provider fails to render

satisfactory services to the public or comply with any of the aforementioned conditions as may be deemed necessary and shall constitute an offence under any relevant laws.

Penalties for such offences shall include suspension and or revocation of the Agreement. A notification shall be provided one month (30 days) prior to termination.

In case Service Provider want to hand over the management of Drop-off Centre(s) to the Thimphu Thromde at any time prior to the completion of the contract period, Service Provider shall serve a written notification of one month (30 days) to the Thimphu Thromde prior to such termination.

### Performance Matrix for Drop-Off Centers

Each KPI will be rated in 1–10-point scale, as per the scale given in the sub criteria below.

	Key Performance Indicator	Date of inspection
C1	Waste disposed/ segregated as per the Compartment	
C2	Cleanliness of surrounding	
C3	Cleanliness of Dry compartment	
C4	Cleanliness of Other compartment	
C5	Cleanliness of Household Hazardous Compartment	
C6	Cleanliness of Wet Container	
C7	Emptying of DOC as per scheduled	
	<b>Average Score</b>	

### Rating Scores (Sub Criteria)

	Cleanliness of Surrounding	Points
1	No smell around surrounding	1
2	Surrounding floor/tiles/steps are clean	1
3	Cleanliness of sink	1
4	Cleanliness of compound walls	1
5	Cleanliness of entrance and gate	1
6	Cleanliness of outside wall	1
7	Cleanliness of apartment surrounding	1
8	Signboards are clean and visible	1
9	Garden maintained well (fencing wall)	1
10	Caretaker at site (during inspection and on demand)	1
	<b>Total Points</b>	<b>10</b>

	Cleanliness of Compartment (separate for each)	
1	Four interior walls are clean (1 each point)	4
2	Floor is clean	1
3	Doors/windows are clean (1 each point)	2

4	Compartment not filled beyond accepted level	1
5	Compartment used as specified	1
6	Ceiling is clean	1
	<b>Total Points</b>	<b>10</b>

The rating for the sub criteria can be from 0 to 1. Rater can give 0 or 0.5 or 1 depending on the degree of cleanliness. Total points for one DOC will be 50 (10 for compound cleanliness, and 40 for compartments).

#### **For emptying of DOCs**

Each point for deduction shall be computed as follow:

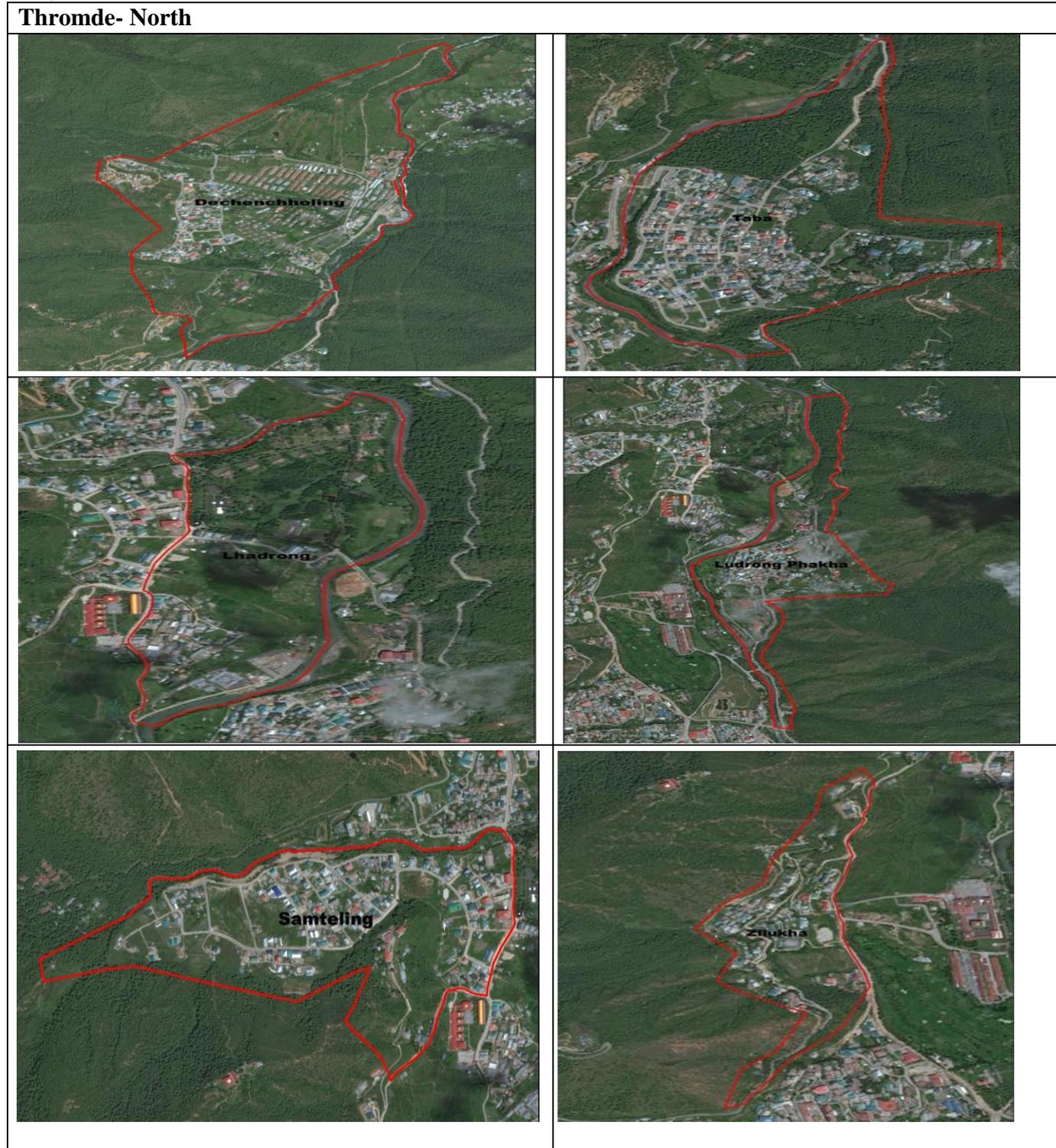
10/number of frequencies as scheduled

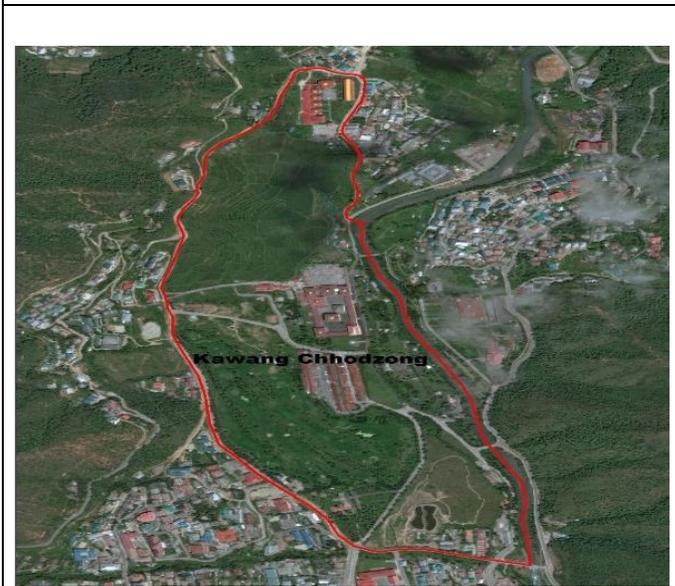
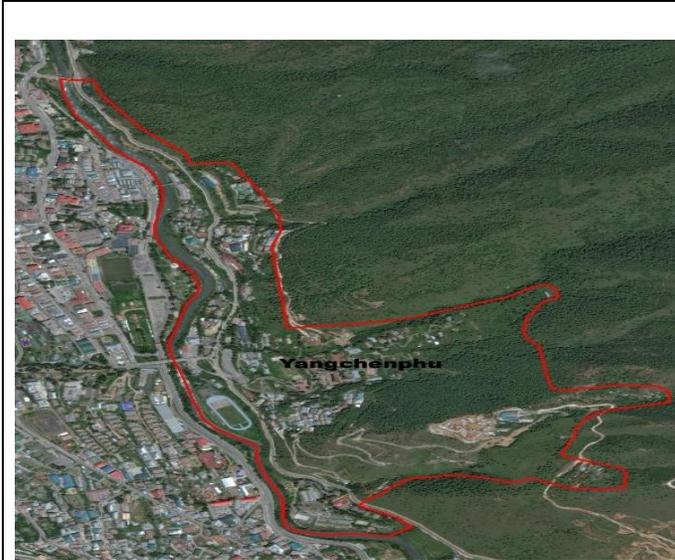
Each point for non-performance will be deducted from total points of 10.

# ANNEX I: DEMARCATION OF SERVICE ZONES

## A) THIMPHU THROMDE

### i) North

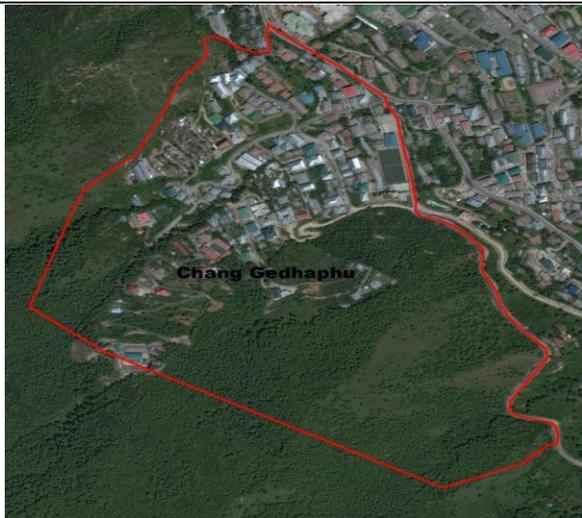


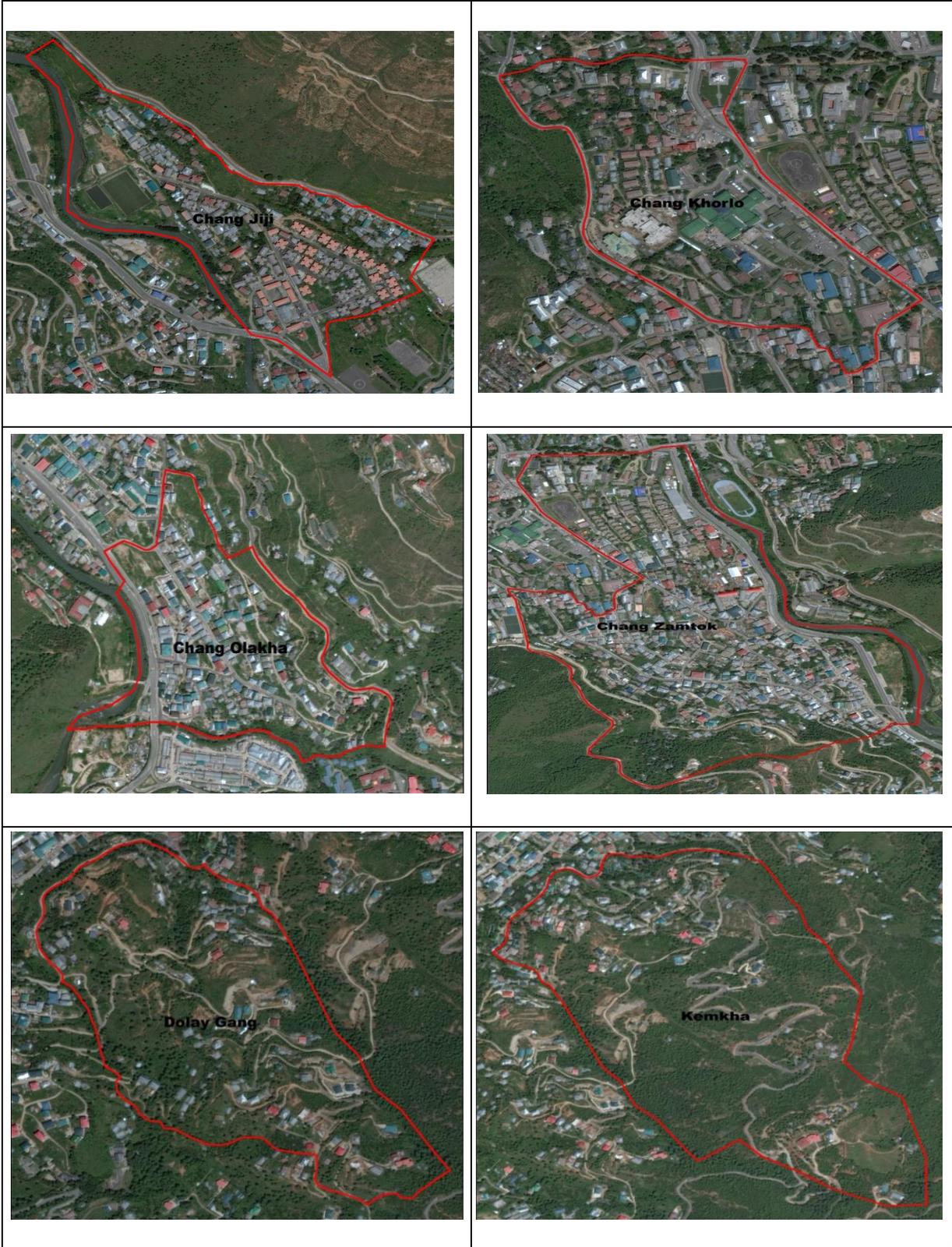




**ii) South**

**Thromde - South**

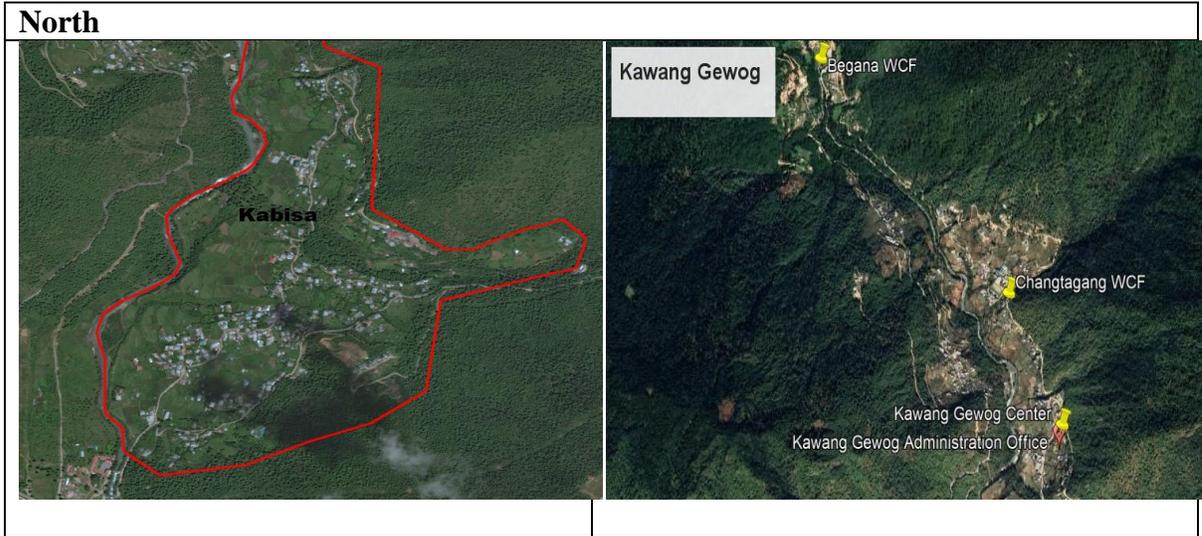






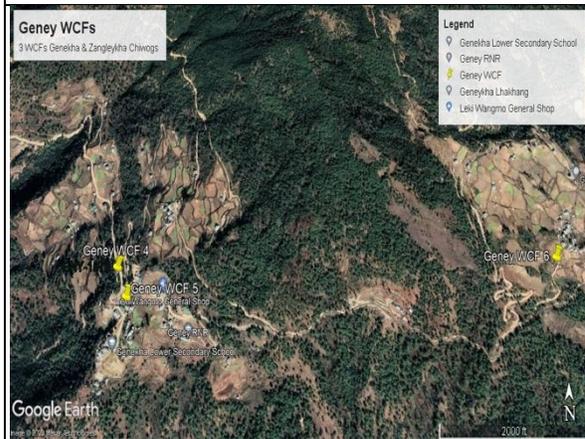
## B) DZONGKHAG

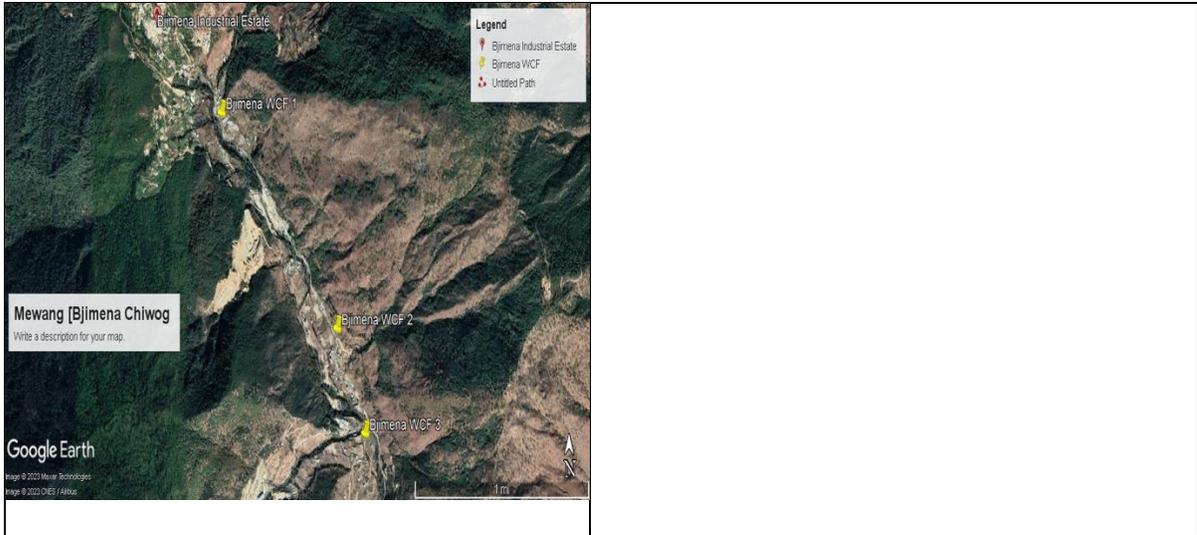
### i) North



### ii) South







## ANNEX II: ZONES, WASTE COLLECTION AREAS, AND COLLECTION FREQUENCY

### A. North Zone

#### a. Thimphu Thromde

<u>Sl.no</u>	Waste Collection Areas	Required frequency per week (dry, wet)
1	Yangchenphu	2,2
2	Norzin (Changlam and Norzin lam)	3,2
3	Chang Zeri	2,2
4	Chang Gangkha	2,2
5	Motithang	2,2
6	Kawajangsa	2,2
7	Zilukha	2,2
8	Kawang Chhodzong	2,2
9	Lhadrong	2,2
10	Samteling	2,2
11	Ludrong Phakha	2,2
12	Jungzhina	2,2
13	Taba	2,2
14	Dechencholing	2,2
15	Chang Genye	2,2

#### b. Thimphu Dzongkhag

<u>Sl.no</u>	Waste Collection Areas/Points	Required frequency per week (dry, wet)
1	Kabisa	1,1
2	Changtagang WCF	1,0
3	Begana WCF	1,0

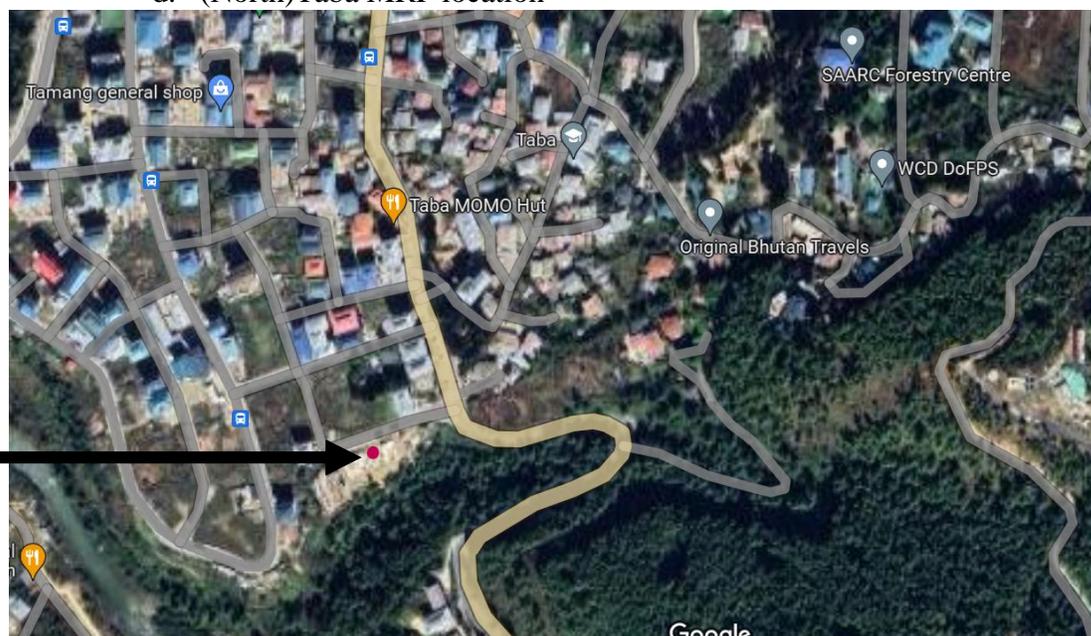
#### c. Night Collection at Norzin and Hongkong Market

The tentative timing for night collection for Norzin Lam and Hongkong Market areas is as given below. However, the Service Provider must finish servicing the area no later than 11:30 PM. Bidders will have to submit a similar schedule for Changlam night collection.

<b>Sl. No.</b>	<b>Area</b>	<b>Collection Start (PM)</b>	<b>Collection Stop (PM)</b>
<b>Route 1: Sangay Enterprise to Zimdra Complex (Hongkong Market Area)</b>			
1	Sangay Enterprise	8:30	8:42
2	Hotel Phuntsho Pelri	8:45	8:57
3	Miniso	9:00	9:12
4	Zimdra Showroom	9:15	9:27
<b>Norzin Lam Area</b>			
<i>Route 1: Tashi BOB to Main Traffic</i>			
1	Main Gate	8:30	8:42

2	24/7 Shop	8:45	8:57
3	Clock Tower	9:00	9:12
4	PNB	9:15	9:27
<i>Route 2: Le Meridian to Eight 11/MLP</i>			
1	Le Meridian	8:30	8:42
2	Karsang Building	8:45	8:57
3	Yedzin Guesthouse	9:00	9:12
4	PWD Colony 1&2	9:15	9:42
5	Hotel Namgay Heritage	9:45	9:57
6	Dusit Hotel	10:00	10:12
7	Eight 11	10:15	10:27
8	MLCP	10:30	10:42
<i>Route 2: Main Traffic to Handicraft Emporium</i>			
1	Norling Building	8:30	8:42
2	RICB	8:45	8:57
3	BOB	9:00	9:12
4	BCoop	9:15	9:27
5	Handicraft Emp	9:30	9:42
<i>Route 3: Druk Liquor Shop to Chubachu junction</i>			
1	Zeeling	8:30	8:42
2	Karma's Daba	8:45	8:57
3	Duty Free	9:00	9:12
4	Sanmaru	9:15	9:27
5	BBS	9:30	9:42
6	MOIC	9:45	9:57
7	Chubachu	10:00	10:12

d. (North)Taba MRF location



## B. South Zone

## a. Thimphu Thromde

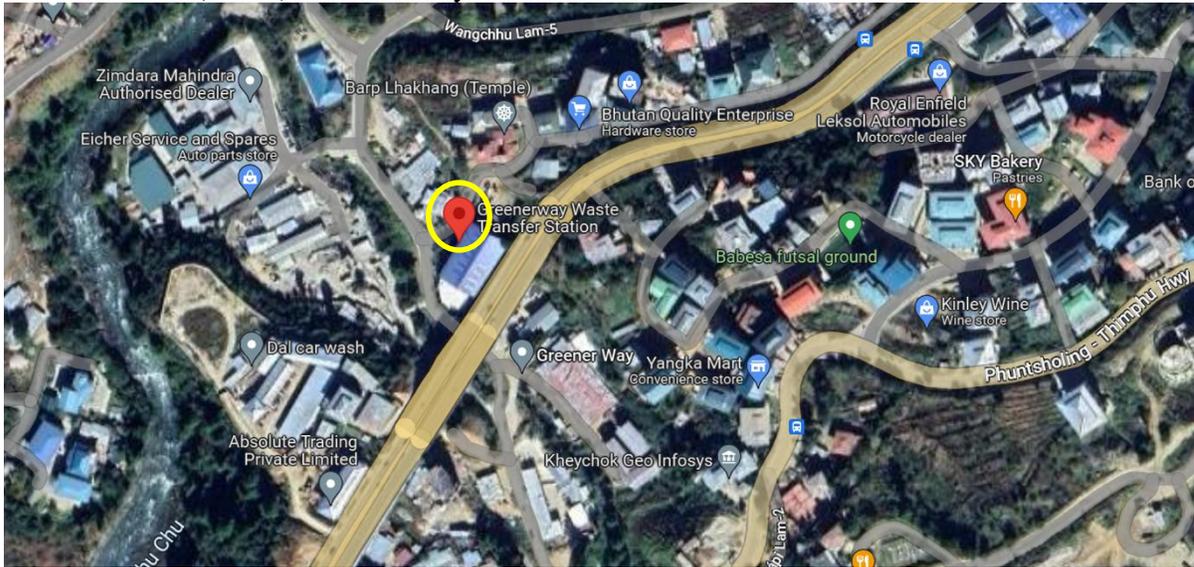
<u>Sl.No</u>	Waste Collection Areas	Required frequency per week (dry, wet)
1	Serbithang	2,2
2	Babesa	2,2
3	Wangchu Taba	2,2
4	Kemkha	2,2
5	Dolay Gang	2,2
6	Simtokha Dzong Area	2,2
7	RIM (Tsa Tsho)	2,2
8	Lubding	2,2
9	Chang Olakha	2,2
10	Chang Jalu	2,2
11	Changbangdu	2,2
12	Changjiji	2,2
13	Changgidaphu	2,2
14	Changzamtok	2,2
15	Lungtenphu RBA	2,2
16	Chang khorlo	2,2

## b. Thimphu Dzongkhag

<u>Sl.no</u>	Waste Collection Areas/Points	Required frequency per week (dry, wet)
1	RTC	1,1
2	RTC WCF	4,0
3	Gamchey-Nyezer gang	1,1
4	Debsi	1,1
5	Khasadrapchu	1,1
6	Khasadrapchu WCF1	1,0
7	Khasadrapchu WCF2	1,0
8	Genekha WCF1	1,0
9	Genekha WCF2	1,0
10	Genekha WCF3	1,0
11	Genekha WCF4	1,0
12	Genekha WCF5	1,0
13	Genekha WCF6	1,0
14	Namseling WCF1	1,0
15	Namseling WCF2	1,0
16	Sisina WCF	1,0
17	Chamgang WCF1	1,0

18	Chamgang WCF2	1,0
19	Bjimina WCF1	1,0
20	Bjimina WCF1	1,0
21	Bjimina WCF1	1,0

c. (South) Greener Way MRF



**ANNEX III: WASTE COLLECTION SCHEDULE FORMAT:**

The following is a sample waste collection schedule format for bidders' reference. The routes, timing, and collection days for each type of waste may be decided by the bidder. The waste collection area can also be divided into smaller parts or merged for convenience. Dry waste collection must be colored blue, while wet waste collection must be colored green.

The bidders must submit separate schedules for Thromde and Dzongkhag areas, DOCs and WCFs with start and end time for each service area

Collection areas		Waste collection timing						
AREA	ROUTES	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Kawajangsa								OFF
Zilukha								
Dechencholing								
Jungshina								
Taba								
Ludrong phakha								
Samteling								
Lhadrong								
Motithang								
Chang Gangkha								
Yangchenphu								
Norzin								
Chang Zeri								
Chang Genye								
Kawang Chhodzong								

**ANNEX IV: EVALUATION OF BIDS**

All cost calculations must be provided separately for Thromde areas and for Dzongkhag areas. However, expenditure duplications will not be considered (eg. Office costs for both Thromde and Dzongkhag price schedule). Also, fuel calculations must be made in two parts – one assuming final disposal at landfill, and another assuming final disposal at the respective zone MRF. **When submitting forms under this Annex, please do not forget to submit the cost calculations and breakdowns.**

**A. For Thromde (please provide separately for LOT I and LOT II)**

Sl. No	Particulars	Details and Cost	SCORE (filled by TT)
1	Fuel cost per litre.	Nu. _____	5
2	Average cost for once-a-week dry collection in each collection area (for future cost implications). This should be done in two parts – one for collection area/point to landfill and another for collection area/point to respective MRF.	1. Directly to landfill. Nu. _____ (in word _____)  2. To MRF Nu. _____ (in word _____)	20
3	Mileage for additional vehicles if available, with vehicle information (model, type, capacity, etc.)	Model: _____ Type: _____ Capacity: _____ Milage per KM: _____	5
4	Cost for HR (Drivers, handy personnel, office staff, etc.).	Nu. _____ (in _____ word _____)	20
5	Cost for office (utility, rent, etc.).	Nu. _____ (in _____ word _____)	5
6	Cost for OHS related items/activities	Nu. _____ (in _____ word _____)	5
7	Other operational cost (Please specify)	Nu. _____ (in _____ word _____)	5

8	Any other cost associate with the service	Nu. _____ (in _____ word _____)	5
9	Weekly schedule for North or South door-to-door (specify which)		20
10	Submission of routes and stop points for North or South door-to-door (specify which)		20
11	Weekly schedule for North or South DOCs (specify which)		20
12	Weekly schedule for North or South containers		20
13	Total cost estimation for the chosen LOT (specify which LOT)	Nu. _____ (in _____ words _____)	50

**B. Dzongkhag (Separate for North and South Lots – Do not duplicate costs for Throm and Dzongkhag, only submit information and breakdowns for additional costs)**

Sl. No	Particulars	Details and Cost	SCORE (filled by TT)
1	Fuel cost per litre (should be same as Thromde quote)	Nu. _____	0
2	Average cost of once-a-week dry collection in each collection area (for future cost implications). This should be done in two parts – one for collection area/point to landfill and another for collection area/point to respective MRF.	1. Directly to landfill. Nu. _____ (in word _____) 2. To MRF Nu. _____ (in word _____)	20
3	Mileage for additional vehicles, if available with vehicle information (model, type, capacity, etc.) ( <b>NOTE: Do not duplicate for Thromde and Dzongkhag</b> )	Model: _____ Type: _____ Capacity: _____ Mileage per KM: _____	5
4	Calculation for emptying WCFs beyond the collection, and during nearby door-to-door	1. Beyond normal frequency (without	20

	collection (not considering expenditure for nearby door-to-door, just considering the additional expenditure)  (this is required in case frequency changes in the future)	considering nearby collection). Nu. _____ (in words _____)  2. Beyond normal frequency (considering nearby collection) Nu. _____ (in words _____)	
5	Cost for HR (additional drivers and handy personnel).	Nu. _____ (in _____ word _____)	10
6	Cost for additional OHS related items/activities (for additional HR)	Nu. _____ (in _____ word _____)	5
7	Other additional operational cost (Please specify)	Nu. _____ (in _____ word _____)	5
8	Any other cost associate with the service	Nu. _____ (in _____ word _____)	5
9	Weekly schedule for North or South door-to-door (specify which)	Nu. _____ (in _____ word _____)	20
10	Submission of routes and stop points for North or South door-to-door (specify which)		20
11	Weekly schedule for North or South WCFs (specify which)	Nu. _____ (in _____ word _____)	20
12	Weekly schedule for North or South containers (if any)		20
<b>13</b>	Total cost estimation for the chosen LOT (specify whether LOT I or LOT II)	Nu. _____ (in words _____)	50

**C. Summary Cost Sheet (no breakdowns required, only value in numbers and words)**

Total cost for service in Thromde (North) area	Nu. _____ (in _____) word:
Total cost for service in Thromde (South) area	Nu. _____ (in _____) word:
Total cost for service in Dzongkhag area	Nu. _____ (in _____) word:
Total cost for service in both Thromde & Dzongkhag (North & South) (excluding all the common cost which may not be incurred in taken up Thromde and Dzongkhag service together)	Nu. _____ (in _____) word:

**D. For Bulky Waste and Waste from Public Events and Functions**

(Note: Please submit cost breakdowns and calculations accordingly for ease of evaluation)

Vehicle Type	Base Rate	Rate per KM	Total	SCORE (filled by TT)
<b>Categories of Waste: Green Waste</b>				15
Light				
Medium				
Large				
<b>Categories of Waste: Bulk Waste from Commercial Entities, Offices, and Institutions</b>				15
Light				
Medium				
Large				
<b>Categories of Waste: Bulk Waste from Households</b>				15
Light				
Medium				
Large				
<b>Categories of Waste: Bulk Waste from Events</b>				15
Light				
Medium				
Large				

*Note: base rate is minimum rate for hiring (constant price) regardless of the volume and travel distance.*

*Total = base rate + (rate per KM \* distance)*

**E. Financial Evaluation Criteria**

<b>Service Area</b>	<b>Weightage</b>
Thromde and Dzongkhag (Lot I and II) each	95%
Bulky Waste and Waste from Public Events and Function	5%
<b>Total</b>	<b>100%</b>

**F. Score Breakdown (for reference only)**

<b>Sl.no.</b>	<b>Form</b>	<b>Total Score</b>
1	Thromde LOT (specify which) breakdown	200
2	Dzongkhag LOT (specify which) breakdown	200
3	Bulk Waste breakdown	60
<b>Total overall score</b>		<b>460</b>

## ANNEX V: WASTE DATA FORMAT

### A. Daily waste disposed at landfill/MRF:

1. This is a daily log for recording amount of waste disposed at landfill/MRF (no weighing bridge). Each month must be tabulated accordingly by the Service Provider for each vehicle.

Dry Waste																																					
VEHICLE. No	TYPE/ Owner	volum e (m3)	specific gravity (t/m3)	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	Monthly collection (trips)	Tonnage collection in month	
	Small compactor	3.92	0.27																																		
	Medium compactor	8.11	0.27																																		
<b>Total Trips</b>																																					

Wet Waste																																						
VEHICLE. No	TYPE/ Owner	volum e (m3)	specific gravity (t/m3)	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	Monthly collection (trips)	Tonnage collection in month		
	Small compactor	3.92	0.58																																			
	Medium compactor	8.11	0.58																																			
<b>Total Trips</b>																																						

The format shall be the same for wet waste and dry waste save for the value of specific gravity of waste (wet: 0.58 t/m3; dry: 0.27 t/m3), and the data for each type must be maintained separately. The tonnage collection in a month can be calculated by multiplying the volume, specific gravity, and monthly collection. In addition to this, the Service Provider must mention which vehicle collects from which area, and the number of trips taken to completely service the said area.

2. In the event that the MRF in the Zone has a working weigh bridge, the actual weight per trip of each vehicle must be tabulated daily by the Service Provider by getting the difference between the true weight of the empty waste vehicle (different for different sizes) and the weight of the full vehicle. Here, the waste collection area from which each trip is collected must also be tabulated accordingly by the Service Provider. The format is provided below:

Date:								
Vehicle number	Vehicle type	Weight of empty vehicle	Type of waste	Trip number	Time	Location covered	Weight of full vehicle	Weight of waste
<b>SUM</b>								

### B. Waste at DOCs

The Service Providers must maintain a log for wastes stored/removed from each DOC. A sample format with the required information is as follows:

Vehicle number	Vehicle type	Date	Weight of dry waste removed from the DOC (kg)	Weight of household hazardous waste removed from the DOC (kg)	Weight of wet waste removed from DOC (if applicable) (kg)