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**Thimphu Thromde**  
Post Box No - 215  
Thimphu-11001: Bhutan



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**BIDDIND DOCUMENT**  
**for**  
**PROVIDING CARE AND MAINTAINING OF PLANTS**  
**WITHIN THIMPHU CITY.**

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**FEBURARY 2017**

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CONTENT

SECTION	DESCRIPTIONS	PAGE NO.
I	INSTRUCTION TO BIDDERS ON PREPARATION AND SUBMISSION OF PROPOSALS-	03-06
II	DID DATA SHEET	07-08
III	FORMS OF CONTRACT	09-13
IV	GENERAL CONDITIONS OF CONTRACT	14- 22
V	SPECIAL CONDITIONS OF CONTRACT	23- 25
VI	PROPOSAL BACKGROUND AND TECHNICAL SPECIFICATIONS	25- 28
VII	SCHEDULE OF RATES/BILL OF QUANTITIES	29- 30
VIII	INTEGRITY PACK STATEMENT	31- 34

**Section I:  
Instruction to Bidders on Preparation and Submission of  
Proposals.**

<p><b>1.1 Site Visit and Information Gathering.</b></p>	<p>The bidder is advised to visit and examine the various sites of works and their surroundings to obtain for him/herself all information and understanding that may be necessary for preparing the bid and entering into a Contract. The bidder will be granted permission to visit the sites in a timely manner for bid preparation, but only upon the express condition that the bidder will release and indemnify the Contractor from any and against all liability in respect thereof and will be responsible for all liability in respect thereof, including responsibility for personal injury, loss of or damage to property and any other losses, damages or costs which accrue from exercise of such permission of access. The costs of visiting sites shall be at the bidder's own expense.</p> <p>If any information useful for bid preparation has not been provided to the bidder at the start of the bidding process, it shall be the responsibility of the bidder to seek such information.</p> <p>Questions regarding additional information needs shall be answered as quickly as possible by the Contractor and answers shall be sent to all bidders equally at the same time.</p>
<p><b>1.2 Available Bidding Documents.</b></p>	<p>The set of bidding documents includes the following sections, together with a set of design drawings.</p> <p style="padding-left: 40px;">Section 1 – Instruction to Bidders  Section 2 – Bid Data sheet  Section 3 – Forms  Section 4 – General Conditions of Contract  Section 5 – Special Conditions of Contract  Section 6 – Technical Specification &amp; Performance Requirements  Section 7 – Bill of Quantities, Priced Items and Schedules  Section 8 – Integrity Pact</p>
<p><b>1.3 Bid Responsiveness.</b></p>	<p>The bidder is expected to examine carefully all instructions, conditions, forms, terms, specifications, definitions, and drawings in the bidding document and take whatever steps are necessary to understand their full meaning. Failure to comply with the requirements of bid submission will be at the bidder's own risk. Bids which are not substantially responsive to the requirements of bidding herein specified shall be rejected.</p>
<p><b>1.4 Bidding Clarification.</b></p>	<p>A prospective bidder requiring clarification of the bidding documents shall see such clarification in writing (by mail, facsimile or email) at the Employer's address. The Employer will respond in writing, provided such request for clarification is received earlier than 15 days prior to the deadline for submission of bids. Written copies of the clarification shall be provided to all prospective bidders known to the Employer to be preparing a bid.</p>

<p><b>1.5 Bidding Modification</b></p>	<p>If the Employer needs to modify the bidding documents at any time prior to the deadline for submission of bids, the Employer may do so by issuing an Addendum in writing to all prospective bidders known to the Employer to be preparing a bid. In such case, the Employer may, at his/her discretion, extend the deadline for submission of bids in order to afford prospective bidders reasonable time to take the Addendum into account in preparing their bids.</p>
<p><b>1.6 Bid Language</b></p>	<p>The bid shall be prepared in the English language. All correspondence associated with the bidding process shall be prepared in the English language.</p>
<p><b>1.7 Bid Pricing.</b></p>	<p>Unless otherwise stated, the bid prepared shall be for the whole works described herein, including any and all related operations described herein.</p>
<p><b>1.8 Deadline for submission of bids</b></p>	<p>Bids shall be delivered to the Employer at the address specified no later than the time and date specified in the BDS. The Employer may extend the deadline for submission of Bids by issuing an amendment in which case all rights and obligations of the Employer and the Bidders previously subject to the original deadline shall then be subject to the new deadline.</p>
<p><b>1.9 Taxes</b></p>	<p>The bid shall include any and all duties, taxes and other levies required by the Thromde and Government for contracted works and operations as described herein, as of the date 30 days prior to the closing date for submission of the bids.</p>
<p><b>1.10 Price adjustment</b></p>	<p>The rates and prices quoted by the bidder shall be fixed for the duration of the Contract and shall not be subjected to any adjustment on any account, except as otherwise noted and provided in Contract.</p>
<p><b>1.11 Currency</b></p>	<p>The unit rates and prices shall be quoted by the bidder in Ngultrum.</p>
<p><b>1.12 Bid Validity</b></p>	<p>Bids shall remain valid and open for acceptance for a period stated in the BDS after the date of bid submission.</p>
<p><b>1.13 One bid per bidder</b></p>	<p>Only one bid may be submitted by each bidder. Any member of a bidding team shall not participate in more than one bid.</p>
<p><b>1.14 Bid Copies</b></p>	<p>The bidder shall prepare and submit one original and the number of copies as stated in BDS of the bid documents, clearly marked “original” and “copy” as appropriate. In the event of any discrepancy between the original and copy, the original shall prevail.</p>

<b>1.15 Bid Signatures</b>	Each page of the original and copies of the bid shall be signed by a person duly authorized to bind the bidder to the Contract. Proof of authorization shall be furnished in the form of a written Power-of-Attorney which shall accompany the bid.
<b>1.16 Bid Withdrawal</b>	Withdrawal of a bid during the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the bidder may result in forfeiture of the bid security.
<b>1.17 Performance Security</b>	Within fifteen (15) working days after receipt of the Letter of Acceptance the successful Bidder shall deliver to the Employer a Performance Security in the amount stipulated in the GCC and in the form stipulated in the BDS, denominated in the type and proportions of currencies in the Letter of Acceptance and in accordance with the GCC.

**Section II :  
Bid Data Sheet**

<b>Paragraph Reference</b>	<b>Details</b>
1.8	<p>Bid Submission Address:</p> <p><b>Executive Secretary Thimphu Thromde Building No: 08 Gongdzin Lam Thimphu 11001: Bhutan</b></p> <p>The deadline for submission of Bids shall be:</p> <p><b>Time :10.00 HRS Day : 02 Month : March Year : 2017</b></p>
1.10	The Contract <i>is Not</i> subject to price adjustment
1.12	Bids shall remain valid and open for acceptance for a period of <b>60</b> days after the date of bid submission.
1.14	One original and one copy
1.17	Performance Security 10%

**Section III**  
**Forms of Contract**

**3.1 Proposal Submission Form**

Pursuant to the foregoing “Bidding Document, the undersigned has thoroughly read and examined the attached “Bidding Document” and the scope of services, including all technical specifications and locations, and understands the amount of work to be done and hereby proposes to do all the work and furnish all labor, equipment, and materials necessary to comply fully with the scope of services.

Upon acceptance of this proposal, in whole or in part, by the Employer, the bidder is bound to execute a contract and furnish a performance security approved by the Employer for performance, completion and operation of the works in accordance with this Agreement and its attachments and for the unit prices contained in this Proposal.

The bidder agrees to provide environmentally safe, cost-effective and efficient manner at the identified site, following upgrading and extension. The bidder agrees to modify in following cases of important national celebrations or state guest visit and price variation will be decided upon involving third party representative from the Ministry of Forest Agriculture.

Monthly fee required to fully cover all operations for the whole of one year of contract is Nu.....(figure)

.....  
.....(words)

Receipt of addenda numbers (addenda to the “Bidding Documents”): \_\_\_\_\_  
\_\_\_\_\_ is acknowledged.

Respectfully submitted,

.....  
Signature

.....  
Name and Title of officer

.....  
Signature of witness

.....  
Name & Seal of the Company

.....  
Name of the witness

.....  
Date

.....  
CID No. of witness

**3.2 Qualification Information**

1. Equipment

S/N	Proposed equipment	Number proposed	Hired or Owned

2. Key Personals

S/N	Name of the committed personnel	Number	Qualification	Position

### **3.3 Letter of acceptance**

TT/ENV/UF&B/2016-2017/

Date.....

The Proprietor

.....

.....

Thimphu, Bhutan

#### **Subject: Letter of Acceptance**

Dear Sir,

We are pleased to inform you that your final bid offer amounting to

Nu.....(figure)

.....

.....(words)

was provisionally accepted by Thimphu Thromde for the work “**Providing care and maintaining of plants within Thimphu city** ” However, final letter of notice to proceed will be issued after the signing of the contract agreement. In this regards you are requested to sign the agreement within 10 days from the date of issue of this letter. Prior to the signing of agreement, you are also requested to submit your work plan and 10 (ten) % of bid offer as a performance security as specified in the tender document to this office.

Thanking You

Yours Sincerely

Executive Secretary  
Thimphu Thromde

3.4 Contract agreement

ARTICLES OF AGREEMENT:

This Contract is made the \_\_\_\_\_ day of \_\_\_\_\_ 2017 between the Thimphu Thromde the one part and the Contractor \_\_\_\_\_ of the other part.

Whereas the Thimphu Thromde wishes to have provided an extended and improved urban beautification service for all and of a nature set out in the Contract for the Contract Price; and

Whereas the Contractor is willing to perform such Service in accordance with the provisions of the Contract and the Contract Price;

It is now agreed between the Thimphu Thromde and the Contractor that this Contract constitutes the sole contract or agreement between the ThimphuThromde and the Contractor for the performance by the Contractor of the Service and that the Contractor 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 whereof the Thimphu Thromde has caused its Common Seal to be hereunto affixed and the Contractor has caused its Common Seal to be affixed/executed as a Deed, hand, and/or seal as appropriate the day and year first before written.

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

Signed for and on behalf of the Thimphu Thromde:

Signed for and on behalf of the Contractor:

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

\_\_\_\_\_  
.....  
.....

in the presence of the Witness:

in the presence of the Witness:

\_\_\_\_\_  
Chief  
Environmental Development Division  
Thimphu Thromde

\_\_\_\_\_  
.....  
.....

Date :.....

Venue :.....

**Section IV:  
General Conditions of Contract**

<b>Fundamental Purpose</b>	The fundamental purpose of the Contract is to provide care and maintain plants within Thimphu City.
<b>4.1.Contract Documents</b>	<p>The documents forming the Contract shall be interpreted in the following order of priority:</p> <ol style="list-style-type: none"> <li>(1) Contract</li> <li>(2) Letter of Acceptance</li> <li>(3) Contract Forms</li> <li>(4) General Conditions of Contract</li> <li>(5) Special Conditions of Contract</li> <li>(6) Specifications and performance requirements</li> <li>(7) Bill of Quantities, and</li> </ol>
<b>4.2. Language and Law</b>	The language of the Contract and the law governing the Contract are stated in the SCC.
<b>4.3. Contractor's General Obligation</b>	<p>During the Contract Period the Contractor shall provide the Service in a proper, skillful and workmanlike manner to the Contract Standard and to the entire satisfaction of the Thromde, and shall employ sufficient persons sufficiently instructed, skilled and supervised and provide sufficient plant, equipment and management to ensure that it can comply with its obligations under the Contract. The Contractor shall at all times be under the duty to be courteous to the general public and all persons as well as all Officers and representatives of the Thromde. The Contractor shall at all times be under the duty to act with commercial prudence. The Contractor shall at all times in providing the Service comply with all legal duties imposed upon it whether arising by way of statute or common law, including any provisions of site licenses or permits. In case of failure to perform the duty or negligence of the contractor the Thromde shall impose penalty for the services not performed for the amount stated in the SCC.</p>
<b>4.4. Advance payment</b>	<p>The Employer shall make advance payment to the Contractor of the amount stated in the SCC (mobilization advances) by the date stated in the SCC, against provision by the Contractor of an Unconditional Bank Guarantee in a form and by a bank acceptable to the Employer in amounts and currencies equal to the advance payment. The Guarantee shall remain effective until the advance payment has been repaid, but the amount of the Guarantee shall be progressively reduced by the amounts repaid by the Contractor. Interest shall not be charged on the advance payment.</p>

<p><b>4.5. Employer’s</b></p>	<p>Except where otherwise specifically stated, Executive Secretary Thimphu Thromde shall decide contractual matters between the Employer and the Contractor in the role representing the Employer. The Head may delegate any of his duties and responsibilities to other people, except to the Adjudicator, after notifying the Contractor, and may cancel any delegation after notifying the Contractor.</p>
<p><b>4.6. Contractor’s Project Manager</b></p>	<p>The Contractor shall provide a full-time English-speaking Project Manager who shall reside in Thimphu, to manage and coordinate the service, supply of equipment, disposal site operation, and aftercare in a manner that ensures that the Contractor executes its obligations in accordance with the Contract. The Project Manager shall require the approval of the Thromde prior to the start of work under this Contract.</p>
<p><b>4.7. Contractor’s Employees</b></p>	<p>The Thromde shall be at liberty to object to and require the Contractor to remove forthwith from the works and/or operation any person employed by the Contractor who in the opinion of the Thromde is incompetent, negligent, rude, or otherwise misconducts himself or herself relative to this Contract. Such misconduct shall be found if said employees offer any advantage, gratuity, bonus, discount, bribe or loan of any sort to any agent or employee of the Thromde or other Government entity with respect to this Contract.</p>
<p><b>4.8. Engagement of Labor</b></p>	<p>The Contractor shall pay rates of wages and observe hours and conditions of labor which are not less favorable than the general level of wages, hours and conditions observed by other employers in Bhutan, which are involved in field operations, including operation of heavy earth-moving equipment. The minimum labour wage and health and safety guidelines of Ministry of Labour and Human Resource shall be followed.</p>
<p><b>4.9. Equipment</b></p>	<p>The Contractor shall employ the use the equipment identified in its Bid, to carry out the Works or other equipment approved by the Employer. The Employer shall approve any proposed replacement of equipment only if their relevant characteristics are substantially equal to or better than those proposed in the Bid.</p>
<p><b>4.10. Retention money</b></p>	<p>A retention amounting to ten percent of the amount to be paid in any monthly Interim Payment due to the Contractor shall be made by the Employer until such time as the cumulative total of such deductions shall ten percent of the Contract Price. The retention money shall be issued only after agreed term is successfully completed.</p>
<p><b>4.11. Contractor’s</b></p>	<p>The Contractor shall indemnify and keep indemnified the</p>

<p><b>General Liability</b></p>	<p>Thromde against the consequences of any breach of its obligations and also against injury to, or death of, any person, or loss of, or damage to, any property, including property owned by the Thromde or any Designated Hauler. Without thereby limiting its responsibilities under the Contract, the Contractor shall make such insurance arrangements as the Thromde may require in order ensuring that it can meet its obligations. Such insurance shall include at least a Comprehensive General Liability policy with a minimum limit of not less than stated in the SCC single limit for bodily injury and property damage per occurrence, Comprehensive Vehicle policy with a minimum limit of not less than the amount stated in the SCC for bodily injury and property damage per occurrence, Worker’s Compensation and Employer’s Liability policy with a minimum of at least the amount stated in the SCC as employer’s liability coverage, Environmental Liability policy with a minimum limit of not less than the amount if provided in the SCC, and Excess Umbrella Liability policy with a minimum limit of not less than the amount if provided in the SCC per occurrence. Neither party shall be liable for indirect or consequential loss.</p>
<p><b>4.12. Sufficiency of Information</b></p>	<p>The Contractor shall be deemed to have satisfied itself before submitting its tender as to the accuracy and sufficiency of the site conditions, source of sampling rates and prices stated by the Contract. The Contractor is obliged under the Contract to address any discrepancies, risks, contingencies and other circumstances in its bid that might reasonably influence or affect the Contractor’s bid price.</p>
<p><b>4.13. Contract Mutually Explanatory</b></p>	<p>Except as otherwise expressly provided, the provisions of the Contract are to be taken as mutually explanatory of one another. Any ambiguities or discrepancies shall be resolved by the Thromde, who shall thereupon issue to the Contractor appropriate instructions in writing and the Contractor shall carry out and be bound by such instructions. In the event of any inconsistency between Conditions and Schedules, the Conditions shall prevail over the Schedules.</p>
<p><b>4.14. Variation of Conditions</b></p>	<p>No deletion from, addition to, or alteration of the Contract shall be valid or of any effect unless agreed in writing and signed by the parties.</p>
<p><b>4.15. Good Faith</b></p>	<p>The Contractor and the Thromde will act in good faith towards each other in relation to all matters arising under this Contract. Each party shall inform the other fully and as soon as possible of any circumstance which might lead to any substantial change in the nature or any other circumstance which might alter the burden of the obligations of each party under the Contract. The Contractor shall inform the Thromde fully and as soon as possible of any circumstances that might prejudice the Contractor’s ability to provide the Service, whether temporarily or permanently. Both</p>

	<p>parties will do all things reasonably within their power which are necessary or desirable to give effect to the spirit and intent of this Contract and its fundamental purpose. Both parties recognize that it is of paramount importance that there is no break in the provision of any form of service during the Contract Period, except in such extreme circumstance as a Force Majeure (i.e., Act of God, riots, wars, civil disturbances, insurrections, terrorist acts, epidemics, landslides, hurricanes, earthquakes, lightning, floods, washouts, explosions, fires and government orders and regulations beyond the reasonable control of the Thomde or Contractor).</p>
<p><b>4.16. Reasonableness</b></p>	<p>Any act, omission, decision, requirement, agreement or any other step of any kind taken by either party shall be so taken reasonably and in good faith and so as not to place an undue burden upon either Party, and any reference (express or implied) to period, time, occasion, amount, price or any other matter shall be subject to the qualification of reasonableness, unless the context otherwise requires. The Contract shall at any time as required by the Thomde prove to the Thomde’s satisfaction at the date of the said requirement to the end of the Contract period.</p>
<p><b>4.17. Fundamental Change</b></p>	<p>If an unforeseen fundamental change of circumstance arises of such a kind that it is no longer possible to operate the Contract according to its terms, either party may require such minimum variation in the Contract as will enable the Service to be provided for the remainder of the Contract Period in accordance with the fundamental purpose of the Contract.</p>
<p><b>4.18. Change of Law</b></p>	<p>If any legislation or other provisions having the force of law or by means of any decision of any Court shall affect any part of the Contract to render it void, invalid, illegal or unenforceable for any reason whatsoever, the parties shall make such minimum variation in the Contract as will enable the Service to be provided for the remainder of the Contract period in accordance with the fundamental purpose of the Contract.</p>
<p><b>4.19. Change of Quantities</b></p>	<p>Change in the quantity being delivered to the site shall not necessitate change in the Contract, except for the negotiated fee associated with delivery of the Service. Change in the quantity shall not be grounds for any delay or stop of work by the Contractor or delay or stop of payment by the Thomde. Emergency circumstances, such as storms or fires, which might result in unexpected fluctuations in the quantity shall be considered significant cause for any change in the quantities covered under this Contract, unless such emergency circumstances lead to changes in quantities for more than a the period stated in the SCC.</p>
<p><b>4.20. Site Cleanliness</b></p>	<p>The Contractor shall provide and maintain their respective area clean.</p>
<p><b>4.21. Change of</b></p>	<p>No change ordered by the Thomde shall be valid without said</p>

<b>Works or Operations</b>	order being presented to the Contractor in writing. The Thromde shall be responsible for additional expenses, if any, of executing a change order. Within 15 days of receiving a change order, the Contractor shall provide the Thromde with an estimate of the effect and/or cost of said change. If the Contractor fails to comply with the change ordered, the Thromde shall be entitled to perform the change with its own resources or pay another Contractor to perform the change and any cost incurred in so doing shall be recoverable by the Thromde from the Contractor
<b>4.22. Assignment and Subcontracting</b>	The Contractor shall not assign nor subcontract the Contract or any part thereof or the benefit or advantage of the Contract or any part thereof without the previous written consent of the Thromde; and if given, the Contractor shall not be relieved of any liability or obligation under the Contract. The Contractor shall be responsible for any acts, defaults or neglects of any employees or agents to parties to which this Contract or parts thereof may be assigned or subcontracted.
<b>4.23. Contractor's Obligation For Performance Security</b>	The contractor shall furnish to the Thromde, and maintain during the term of the agreement, a letter of credit or unconditional bank guarantee as performance security in a form reasonably acceptable to the Thromde in the amount of 10% of the total bid price with good and sufficient surety acceptable to the Thromde and conditioned upon the Thromde performing the obligations provided in this contract and any extension or renewal thereof.
<b>4.24. Environmental Contingency</b>	The performance security also shall be subject to covering environmental damages and/or impairments and environmental clean-up costs caused by pollution incidents occurring from the contractor's or its subcontractor's negligence, including coverage for release of liquid, gaseous, or solid materials, whether they are defined as waste or non-waste materials.
<b>4.25. Failure to Maintain Security</b>	This contract may be terminated by the Thromde if performance security is canceled and not replaced immediately with an equivalent amount.
<b>4.26. Termination by the Thromde</b>	The Thromde shall have the right to terminate the Contract if the Contractor commits an irremediable breach of any of its obligations under the Contract (including unauthorized assignment of the Contract or any portion thereof, failure to maintain permits or licenses, failure to provide and maintain sufficient labor and equipment for execution of the work, failure to commence work on time or evidence that work has been abandoned), or any other breach which it fails to remedy in a way and a time to the satisfaction of the Thromde; becomes bankrupt or otherwise incapable of rendering the Service required under the Contract; is pending a Winding Up Order regarding liquidation, receivership, or other legally valid requirements to stop all business activities. The Thromde shall be entitled, without prejudice to any other rights or remedies, to terminate this Contract immediately without

	<p>opportunity to cure and without resort to the panel and arbitration procedures established in this Contract at any time after occurrence of the following:</p> <ul style="list-style-type: none"> <li>• If an application is filed or a resolution passed for the winding up, liquidation, dissolution or bankruptcy of the Contractor;</li> <li>• If any of the Contractor’s equipment, properties, or assets are attached by any governmental authority, court or tribunal;</li> <li>• If the assets or security created in favor of the Thromde are seized or threatened with seizure, and such seizure or threat of seizure is not revoked or set aside within 7 days;</li> <li>• If any permission/sanction/license necessary to carry out the services required under this Contract shall have been revoked or not obtained;</li> <li>• If it is discovered, at any time, that the Contractor has made a false or incorrect statement or representation in this agreement;</li> <li>• If it is discovered, at any time, that the Contractor has a partner, director or proprietor who is connected with persons in government responsible for award of this Contract through known family or financial relationship;</li> <li>• If it is discovered, at any time, that the Contractor has a partner or proprietor who is connected with another firm through family or financial relationship which has tendered separately under different names or establishments for the same contract, or is similarly connected with another firm working in a competitive zone under a comparable contract; or</li> <li>• If the Contractor fails to comply with its obligations under this Contract and has received warnings which have not been resolved as provided in this Contract or which have not been withdrawn, by reason of the panel and arbitration proceedings established in this Contract.</li> </ul>
<p><b>4.27. Contractor’s Taxation Responsibilities</b></p>	<p>The Contractor shall procure any necessary import permits, pay all customs and import duties promptly, pay all value-added taxes as may be required, pay all employee income taxes, pay all corporate income taxes.</p>
<p><b>4.28. Price Adjustment</b></p>	<p>The rates and prices quoted by the bidder shall be fixed for the duration of the Contract and shall not be subjected to any adjustment on any account, except as otherwise noted and provided in SCC.</p>
<p><b>4.29. Insurance</b></p>	<p>The Contractor shall provide, in the joint names of the Employer and the Contractor, insurance cover from the Start Date to the end of the Defects Liability Period, in the amounts and deductibles</p>

	<p>stated in the SCC for the following events which are due to the Contractor's risks:</p> <ul style="list-style-type: none"> <li>(a) loss of or damage to the Vehicles, Plant, and Materials;</li> <li>(b) loss of or damage to Equipment;</li> <li>(c) personal injury or death</li> </ul>
<b>4.30. Copyright</b>	<p>Copyright in the Contract Documents shall vest in the Thromde but the Contractor may obtain or make at its own expense any further copies required for use by the Contractor in performance of the Service, but for no other purposes whatsoever.</p>
<b>4.31. Confidentiality</b>	<p>The Thromde shall not disclose to any person any information or material provided to the Thromde by the Contractor pursuant to the Invitation to Bid or the Contract which the Contractor declares to be commercially sensitive information, and shall take such steps to limit distribution of such commercially sensitive information to only those parties within the Thromde administration who need to have access to it for the performance of their duties for the Thromde, and that such persons are as few as possible.</p>
<b>4.32. Notices</b>	<p>Any notice, demand, or other communication required to be given under the Contract shall be sufficiently served if served personally on the addressee in writing, or sent by pre-paid first class recorded delivery post, by facsimile with recorded transmission, or by email with recorded transmission to the registered office or last known address of the party.</p>
<b>4.33. Complaint Resolution</b>	<p>The Thromde may investigate each case where it has received a complaint in writing, including any complaint put in writing by the department and signed by complainant, where the Contractor has failed to perform the services required under the Contract. If the Thromde considers the complaint to be justified after investigation, within 14 days it may request the Contractor to resolve the complaint. If the Contractor fails to comply within 7 days with the instruction of the Thromde to resolve the complaint, the Thromde may write a default notice and issue a sanction. If the Contractor considers the complaint is unjustified, or if it is unable to reach an agreement with the Thromde on how to resolve the complaint, the Contractor may seek within a period of 7 days the separate review.</p>
<b>4.34. Warning</b>	<p>If the Contractor defaults in performance, the Thromde may issue a warning that the Contract may be terminated if the default is not resolved. If the Contractor considers the warning is unjustified, or if it is unable to reach an agreement with the Employer on how to resolve the basis for the warning, the Contractor may seek a review and determination pursuant</p>

<p><b>4.35. Disputes and Arbitration</b></p>	<p>The parties will use their best endeavors to resolve by agreement any dispute, difference or question between them with respect to any matter or thing arising out of or relating to the Contract, including a reference to conciliation by an independent person to be agreed between the parties, or, in the case of failure to agree, by a three-member panel of arbitrators (i.e., representatives of a professional arbitration body appropriate in the circumstances of the case), one member selected by the Thromde, one by the Contractor, and the neutral chairperson selected by the first two panel members. Such independent persons or body shall be given all information and assistance by the parties in carrying out his/its duties, to recommend or approve terms of settlement between the parties.</p>
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**Section V:  
Special Conditions of Contract**

<b>Paragraph Reference</b>	<b>Details</b>
<b>4.2</b>	The language of the contract is <b>English</b>  The law that applies to the Contract is the law of the Kingdom of Bhutan.
<b>4.3</b>	The Thromde shall impose penalty on the following conditions: <ol style="list-style-type: none"> <li>1. The contractor shall be warned in the first instance on his failure to provide desired service standard as mentioned in bidding document.</li> <li>2. If there is a repetition of the non compliance to notice, a penalty of 2% of the net monthly payment shall be realized from the contractor's monthly payment.</li> <li>3. If the contractor continues to fail in providing desired services, Thromde shall carry out the services and actual service charge shall be realized from contractors monthly payment.</li> <li>4. If the contractor consistently neglects to carry out the services even after serving repeated notice, then the contract will be terminated and the performance security shall be forfeited.</li> </ol>
<b>4.4</b>	The Advance Payment shall be limited to ten percent (10%)of the Contract  Price
<b>4.5</b>	Thrompon or Executive Secretary of Thimphu Thromde
<b>4.10</b>	Not Applicable
<b>4.28</b>	No Price adjustment during the contract period
<b>4.29</b>	The minimum insurance amounts and deductibles shall be:  (a) As per insurance agencies of the country

**Section VI:  
Proposal Background and Technical Specifications**

**6.1 Introduction** Thimphu Thromde seeks to engage a gardening firm to carry out the beautification works within Thimphu city. The TOR will be a guiding document that will provide direction for planting flowers and shrubs, their routine care, management and expenditure for a period of one year. The TOR will assess the beautification work within Thimphu city and the work will be planned according to the future needs of the city and its community.

**6.2 Description** Thimphu is the capital of Bhutan and it is the most modern city. It is main center of business, religion and center of government where important meetings and conferences are held. It is a touristic place with lot of places of interest for the tourists to visit. Therefore, it is important to make Thimphu an attractive and beautiful city by planting flowers and trees wherever possible.

**6.3 Purpose** To provide clear direction to the gardening firm for planting flowers and shrubs, choice of plants, routine care, maintenance and management of the plants.

#### **6.4 Scope of Service**

##### **6.4.1 Soil preparation**

Soil preparation for planting flowers should be done as and when you change the plants seasonally in the planters. Healthy soil is the basis of healthy plants and a healthy environment. When garden soil is in good shape there is less need for fertilizers or pesticides. The planters should be dug thoroughly and all the weeds and existing plants should be removed. Spread two or three inches of organic matter, well-rotted manure, leaf mould (composted leaves) or compost, over the bed. Any soil fallen outside the planter on the road should be cleaned properly while carrying out the soil preparation work.

##### **6.4.2 Choice of plant**

The firm should plant ornamental plants that serves decorative purposes in the urban landscape. The plants should be changed seasonally and should be replaced if they are dead or killed. Theft of the plants will be the responsibility of the firm and Thromde won't entertain the extra expenditure incurred. The plant should also be changed twice a season i.e. spring, summer, autumn and winter. The choice of plants and the seasonal change of the plants should be approved by Urban Forestry and City Beautification Section prior to planting and the bill will approved accordingly after verification at the site.

##### **6.4.3 Spacing between the plants**

The spacing of the plants should be maintained properly so that the plants are not too crowded or not to less in the planters. Proper plant spacing is usually detailed on plant labels or seed packets, or you can estimate spacing by determining the mature spread of a plant and spacing them at this distance. Plants require space to

spread their roots, stems, for sunlight to filter down to the lower leaves and for moisture to reach the soil. When plants grow with proper spacing, air can move freely between the plants, stems and foliage, which dries out the leaves and prevents fungal infections.

#### **6.4.4 Leaf mould/Compost**

Leaf mould (composted leaves) or compost should be added twice a year i.e. in spring and late autumn. Compost is effective in gardens as a mulch material on the surface and it is recommended to spread two or three inches. Mulching is generally used to improve the soil around plants but it also gives a neat, tidy appearance to the garden and can reduce the amount of time spent on tasks such as watering and weeding. Mulches help soil retain moisture in summer, prevent weeds from growing and protect the roots of plants in winter.

#### **6.4.5 Watering**

Watering should be done once a week during the dry season. It should be noted not to water the plants too much in winter as the frost may kill the plants and watering should be done in early morning in winter. During the rainy season watering can be done depending upon the frequency of the rain and in other season like in spring and autumn, watering should be done twice or thrice a week in early morning or in late afternoon.

#### **6.4.6 Weeding**

Weeding should be done weekly during the rainy season depending upon the frequency of growth and during the dry season as and when needed. It is necessary to control the weeds in the planter so that it doesn't compete with the plants for sunlight, water and nutrients. After the weeding, the weeds should be disposed off properly after getting approval for disposal area from Environment Division.

#### **6.4.7 Pruning**

Remove dead flowers regularly from perennial and annual flowering plants to encourage continual flowering. Prune shrubs by removing dead or damaged branches. Use shears, loppers, or a saw, depending upon the size of the branches. Make your pruning cut at a 45-degree angle. This prevents water from collecting in the cut end of the branch, which could allow fungus to grow and disease to spread. Prune evergreen shrubs in fall or winter. Prune again in spring, once new growth has begun, to control height. Avoid pruning below new growth, or a branch may never grow back. Pruning at the wrong time of year may result in fewer flowers and

fruits. A great many flowering and fruiting plants prefer to be pruned while they are dormant, in late winter through early spring.

#### 6.4.8 Others

- ✓ Adding topsoil to the planters as and when required.
- ✓ Picking up litters lying inside the planters.

#### 6.4.9 List of Planters

- 3 triangle planters near UNDP
- 37.4m long and about 0.30m width road divider planter beside Taj Tashi
- Planter on the way to Motithang near Ministry of Information and Communication Office
- 2 triangle planters and 1 roundabout near Telecom Office
- 2 triangle planters near Thimphu Thromde's garage in Motithang
- Planter at double turning in Motithang
- 1 triangle planter near Memorial chorten
- 1 triangle planter below Lungtenzampa bridge
- 1 triangle planter near BOD main town
- 3 planters near Lungtenzampa Middle Secondary School
- Doebum Lam road divider planters – 1300nos.

**Note:**

**1. For specific site locations please contact Sr. Forestry Officer at 77235353 during office hours**

**Section VII:  
Price Schedule/Bill of Quantities**

**Schedule of rate/Bill of Quantities**

S/N	Particulars	Qty.	Unit	Rate	Amount-I (Qty.x Rate)	Final Amount (A-I x MF)	Multiplying Factors (MF)
1.0	Labour Payment	10	Labour				(12) twelve months a year
2.0	Leaf mould	7	Trip (DCM)				(2) Twice a year
3.0	Providing plants including transportation cost	2100	Plant				(4) Four seasons a year
4.0	Equipments						
4.1	Grub hoe	10	No				(1) Once a year
4.2	Garden rake	10	No				(1) Once a year
4.3	Hedge shear	10	No				(1) Once a year
4.4	Pruning shear	10	No				(1) Once a year
4.5	Trowel/transplanter	10	No				(1) Once a year
4.6	Hose 3 nos of (30m)	3	30m roll				(1) Once a year
4.7	Watering can	5	No				(1) Once a year
5.0	Water charges	1	Month				(9) Three seasons
					TOTAL Nu=		

*\*Amount-I = A-I, Qty = Quantity, MF = Multiplying factor*

## INTEGRITY PACT STATEMENT

### 1 General

Whereas, **Executive Secretary** representing the **Thimphu Thromde**, Royal Government of Bhutan, hereinafter referred to as the Employer on one part and the [ ] representing [ ] on the other part hereby execute this agreement as follows.

This agreement should be a part of the tender document, which shall be signed and submitted along with the tender document. The head of the employing agency/or his authorized representative should be the signing authority. For the bidders, the bidder himself or his authorized representative must sign the Integrity Pact (IP). If the winning bidder had not signed during the submission of the bid, the tender shall be cancelled.

### 2 Objectives

Now, therefore, the Employer and the Bidder agree to enter into this pre-contract agreement, hereinafter referred to as Integrity Pact, to avoid all forms of corruption by following a system that is fair, transparent and free from any influence/unprejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into 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, goods and services;
- 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 and the Employer will commit to prevent corruption, in any form by their officials by following transparent procedures.

### 3. Commitments of the Employer:

The Employer Commits itself to the following:-

- 3.1 The Employer hereby undertakes that no official 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, bid evaluation, contracting or implementation process related to the Contract.
- 3.2 The Employer further confirms that its officials has not favored any prospective bidder in any form that could afford an undue advantage to that particular bidder during the tendering stage, and will further treat all Bidders alike.
- 3.3 All the officials of the Employer shall report to the head of the employing agency or an appropriate Government office any attempted or completed violation of clauses 3.1 and 3.2.

- 3.4 Following report on violation of clauses 3.1 and 3.2 by official (s), through any source, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the Employer and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the Employer the proceedings under the contract would not be stalled.

#### **4 Commitments of Bidders**

The Bidder commits himself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of his bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commits himself to the following :-

- 4.1 The Bidder will 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, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the Contract.
- 4.2 The Bidder further undertakes that he has not given, offered or promised to give, directly or indirectly 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 or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the Contract or any other contract with the Government for showing or forbearing to show favor or disfavor to any person in relation to the Contract or any other contract with the Government.
- 4.3 The Bidder will not collude with other parties interested in the contract to preclude the competitive bid price, impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 4.4 The Bidder, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the Employer or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

#### **5 Sanctions for Violation**

Any breach of the aforesaid provisions or providing false information by employers, including manipulation of information by evaluators, shall face administrative charges and penal actions as per the existing relevant rules and laws. The breach of the Pact or providing false information by the Bidder or any one employed by him or acting on his behalf (whether with or without the knowledge of the Bidder) or the commission of any offence by the Bidder or any one, employed by him or acting on his behalf, shall be dealt with as per the provisions of the Bhutan Penal Code 2004, and the Anti-Corruption Act, 2006.

The Employer/relevant agency shall also take all or any one of the following actions,

**Bidding Document For Providing Care and Maintenance of Plants within Thimphu City**  
wherever required :-

- 5.1 To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the Bidder. However, the proceedings with the other Bidder(s) would continue.
- 5.2 To immediately cancel the contract, if already awarded/signed, without giving any compensation to the Bidder.
- 5.3 To recover all sums already paid by the Employer.
- 5.4 To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the Bidder, in order to recover the payments, already made by the Employer, along with interest.
- 5.5 To cancel all or any other Contracts with the Bidder.
- 5.6 To debar the Bidder from entering into any bid from the government of Bhutan as per the Debarment Rule.

**6. Conflict of Interest**

- 6.1 A conflict of interest involves a conflict between the public duty and private interests (for favor or vengeance) of a public official, in which the public official has private interest which could improperly influence the performance of their official duties and responsibilities. Conflict of Interest would arise in a situation when any concerned members of both the parties are related either directly or indirectly, or has any association or had any confrontation. Thus, conflict of interest of any tender committee member must be declared in the prescribed form (attached).
- 6.2 The Bidder shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any committee member, and if he does so, the Employer shall be entitled forthwith to rescind the Contract and all other contracts with the Bidder.

**7. Examination of Books of Accounts**

- 7.1 In case of any allegation of violation of any provisions of this Integrity Pact or payment of commission, the Employer/authorized persons or relevant agencies shall be entitled to examine the Books of Accounts of the Bidder and the Bidder shall provide necessary information of the relevant financial documents and shall extend all possible help for the purpose of such examination.

**8. Monitoring and Arbitration**

- 8.1 The respective procuring agency shall be responsible for monitoring and arbitration of IP as per the Procurement Rule.

**9 Legal Actions**

- 9.1 The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

**10 Validity**

- 10.1 The validity of this Integrity Pact shall cover the tender process and extend until the completion of the contract to the satisfaction of both the Employer and the Bidder.
- 10.2 Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

**We hereby declare that we have read and understood the clauses of this agreement and the information provided in this agreement are true and correct to the best of our knowledge and belief. In case any information is found incorrect, we assume full responsibility thereof and shall be liable for penalties as per clause 5 of this agreement.**

The parties hereby sign this Integrity Pact at the office of Thimphu Thromde on

\_\_\_\_\_

EMPLOYER

BIDDER

(Affix Legal Stamp)

(Affix Legal Stamp)

Witness:

Witness:

1. \_\_\_\_\_

1. \_\_\_\_\_

