

PLEASE Project

Plastic Free Rivers and Seas for South Asia

Implemented
by:



supported by:



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**BIDDING DOCUMENTS
FOR
SUPPLY AND INSTALLATION OF
WASTE WATER TREATMENT PLANT AT
MEMEY LAKHA
2024**



**BHUTAN WASTE BANK PROJECT
GREENER WAY
THIMPHU, BHUTAN**

BHUTAN WASTE BANK

An Innovative Way to Reduce, Reuse, and Recycle Plastic Waste in Bhutan
Greener Way, Babesa, Thimphu, 11001
1213, thinkgreenerway@gmail.com
Contact us: 02 337232 or Toll free: 1213

BIDDING DOCUMENTS

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Section I: Invitation for Bids (IFB)

Bhutan

Bhutan Waste Bank Project

GW/BWB/IFB/2024/007

1. Greener way invites sealed Bids from Bidders for supply and installation of Waste Water Treatment Plant with a capacity of 25KLD per day.
2. Interested eligible Bidders may obtain further information from Greener way at thinkgreenerway@gmail.com or call 1213 from 9am to 5pm.
3. Bids must be delivered to Greener way, Near Barp Lhakang, Babesa, Thimphu on 02nd December 2024 before 12:00pm Bhutan time. Electronic Bidding shall not be permitted. Late Bids will be rejected.
4. Bid security: All Bids shall be accompanied by a Bid Security or Bid Security declaration of 2% of total quoted amount.
 - a. The Bid Security declaration (Section IV) will include the Bidder declaring that the Bidder will pay the bid security amount if they are awarded the contract and fail to sign the contract, or submit a performance security before the deadline as defined in Section I: clause 11.
 - b. Failure to pay the bid security will lead to the Bidder being blacklisted by Greener way for future works.
5. Site visit: The Bidder, at their own responsibility and risk, is encouraged to visit and examine the Site of Works to obtain all information that may be necessary. The costs of visiting the Site shall be at the Bidder's own expense.
6. Fraud and Corruption: Greener way, Bidders, Suppliers, Contractors and their Sub-contractors are to maintain highest standards of ethics and refrain from corrupt practices, fraudulent practices, coercive practices and obstructive practices.
7. Price: The unit rates and prices shall be quoted by the Bidder entirely in Ngultrum (Nu).

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8. prices shall be quoted by the Bidder entirely in Ngultrum (Nu).
9. Bid validity: The bids shall remain valid for 90 days from the date of submission. The validity may be extended by 60 days through mutual agreement.
10. Confidentiality: 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 until publication of the award to the successful Bidder has been announced.
11. Award of contract: Greener way will inform the selected bidder in writing before the end of the bid validity and will notify the selected bidder for the work order and the signing of contract.
12. Performance security: Within ten (10) days after receipt of the Letter of Acceptance the successful Bidder shall deliver to the Procuring Agency a Performance Security of 10%.
13. Payment terms:
 - a. Payment shall be done only through cheque. TDS, as applicable, shall be deducted.
 - b. The payment mode shall be as follows:
 - i. 10% after the signing of the contract.
 - ii. 70% after completion of delivery.
 - iii. 20% after the completion of installation and signing of the handing taking letter.
14. Greener way rights:
 - a. Greener way 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 Bidders.
 - b. Greener way reserves the right to accept or reject any Bid and is not required to select the lowest bidder. Greener way is not required to provide any reason for rejection to the bidders.
 - c. Greener way reserves the right to award extra work(s) to the bidder if Greener way finds the bidder capable while executing the work on grounds of early completion of work and/or if it is in the best interest of Greener way.

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- d. Greener way reserves the right to blacklist a selected Bidder if the selected Bidder fails to execute the work in the given time without sufficient grounds or in case of breach of contract (Section II).



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Section II: Contract agreement

(*Note: Contract agreement for reference to be signed between Greener way and the successful bidder)

This AGREEMENT is entered into on ____/____/2024 by and between:

The CLIENT

GREENER WAY

BABESA, THIMPHU

AND

The SUPPLIER

Collectively the “Parties” and individually as “Party”.

WHEREAS The Client is a waste management business and the lead implementor establishing the BHUTAN WASTE BANK (the “Project”), and desiring to engage the services of a qualified and competent Supplier for the Work described herein.

WHEREAS The Supplier is a licensed supplier, with the required capacity and resources to perform the Work required by the Client.

WHEREAS The Supplier is now awarded this Contract by the Client to supply and installation of PET washing and Shredding line to Memey Lakha Landfill for the PET and Eco-pole plant as part of the Project.

NOW, THEREFORE, the Parties agree as follows:

Scope of Work

1. The Supplier agrees to construct supply and installation of Waste Water Treatment Plant at Memey Lakha as part of the Project.
 - a. A capacity of 25 KLD
 - b. Treatment for microplastic, grey water and oil



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2. The Supplier shall provide and pay for, including but not limited to, all materials, tools, equipment, insurance, transportation and all other requirements and services for completion of the Work.
3. The Supplier shall be responsible for proper clearing and cleaning of debris and waste from the installation.
4. The Supplier shall be responsible for any cutting, fitting or patching as necessary for the Project without damaging the Work.
5. The Supplier shall be responsible for direct supervision of the Work to ensure completion of the Work and fulfillment of the other terms of this Agreement.
6. The Supplier agrees to fulfill its obligations in good faith and with a high standard of care.

Changes to Work

7. Any changes to the scope of work must be documented in writing and signed by both Parties.

Completion of Work

8. Completion of Work shall mean the Client's written acknowledgment and acceptance of the Supplier's fulfillment of the obligations under the Scope of Work, and any other relevant terms of this Agreement.
9. The Supplier agrees to complete the Work by _____(Completion Date).

Liquidated Damage

10. The Supplier shall be liable to pay a daily penalty 0.05% of the total contract price for each calendar day beyond the Completion Date in case of failure to complete the Work by the agreed Completion Date up to a maximum 10% of the total contract price.

Taxes and Duties

11. For Goods manufactured outside Bhutan the Supplier shall bear and pay all applicable taxes, stamp duties, license fees and other similar levies imposed outside Bhutan.



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12. For Goods manufactured within Bhutan the Supplier shall bear and promptly pay all applicable taxes, duties, license fees and other similar levies incurred until delivery of the contracted Goods to the Procuring agency.

Packing and Documents

13. The Supplier shall provide such packing of the Goods as required to prevent the damage or deterioration during transit to their final destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case sizes and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.

Transportation

14. Responsibility for arranging and cost of transportation of the Goods shall be borne by the supplier.

Warranty

15. The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.

16. The Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials and workmanship, under normal use in the conditions prevailing in Bhutan.

17. The warranty shall remain valid for minimum thirty-six (36) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination, or for minimum thirty-nine (39) months after the date of shipment from the port or place of loading in the country of origin, whichever period concludes earlier.



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Contract Price

18. The Client agrees to pay a total contract price of Nu. _____ (in words).
19. The payment schedule shall be as follows:
 - i. 10% after the signing of the contract.
 - ii. 70% after completion of delivery.
 - iii. 20% after the completion of installation and signing of the handing taking letter.

Liability and Indemnity

20. The Supplier shall be responsible job site safety, and liable for all damages caused to any other third-party persons or property.
21. The Supplier shall indemnify the Client and its officers and agents against any claim arising out of or related to negligent acts or omissions, or willful misconduct of the Supplier or its officers and agents arising out of or in connection with the performance of the Work, and any breach of this Agreement.
22. The defects liability period is 365 days.
23. The Supplier shall request the Project Manager to issue a Certificate of Completion of the Works, and the Project Manager shall do so upon deciding that the work is completed. After completion certificate is issued, the contract will formally end and the work shall be updated as completed in relevant systems.
24. The Procuring Agency shall take over the Site and the Works and shall issue the completion Certificate within 7 days of taking over.
25. The Goods and Related Services to be supplied shall be as specified in the Schedule of Supply.
26. The Warranty, liability and indemnity obligations under this Agreement shall survive termination or expiration of this Agreement.



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Force Majeure

27. The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages or termination for default if and to the extent that it's delays in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
28. For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Procuring agency in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
29. If a Force Majeure situation arises, the Supplier shall promptly notify the Procuring agency in writing of such condition and the cause thereof. Unless otherwise directed by the Procuring agency in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

Amendment

30. Any amendment to the terms of this Agreement shall be made in writing and signed by the Parties.

Termination

31. Either Party may terminate this Agreement upon two weeks' written notice if the other Party fails to perform its obligations under this Agreement.
32. In case the terminating Party is the Client, the good that are complete and ready for shipment within fifteen (15) days after the supplier's receipt of notice of termination shall be accepted by the Procuring agency at the Contract terms and prices. For the remaining goods, Greener way may elect:
- a. to have any portion completed and delivered at the Contract terms and prices;
- and/or



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- b. to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier.
- 33. Following the termination of contract, the procuring agency may directly award or directly procure from the market.

Dispute Resolution

- 34. The Parties agree to amicably resolve all disputes arising out of or in connection with this Agreement through good faith negotiations, failing which the dispute may be referred to the Royal Court of Justice, Thimphu District.

IN WITNESS WHEREOF, the Parties hereby execute this Agreement as of the date first written above written.

For The Client,

Name:.....

Designation/Title:.....

WITNESS

Name:.....

CID No.:.....

Contact Details:.....

For The Supplier,

Name:.....

Designation/Title:.....

WITNESS

Name:.....

CID No.:.....

Contact Details:.....



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Section III: Letter of Undertaking

(* Note: To be attached by the bidder with their bids)

UNDERTAKING

This is to certify that the Firm/ Agency/ Company.....has never been blacklisted by any of the Departments/ Autonomous Institutions/ Universities/ Public Sector Undertakings of the Government of Bhutan, and no criminal case is pending against the said Firm/ Agency/ Company as of.....

Signature of the Bidder:

Name of the Signatory:

Name of the Firm/ Agency:

Place:

Date: ./.../.....



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Section IV: Bid Security Declaration

Date: _____

IFB No.: _____

To: _____

We, the undersigned, declare that:

We understand that, according to your conditions, Bids must be supported by a Bid- Securing Declaration.

We accept that we are required to pay the bid security amount of 2% of the quoted price within 5 days of your instruction and failure to do so will automatically debar us (not eligible for Bidding or submitting Bid in any contract of Greener way), if we are in breach of our obligation(s) under the Bid conditions, because we:

- a) have withdrawn our Bid during the period of Bid validity specified by the Bidder in the Form of Bid;
- b) have been notified of the acceptance of our Bid by the Procuring agency during the period of Bid validity but
 - i. fail or refuse to furnish the performance security, or
 - ii. fail or refuse to execute the Contract.

Greener way has the authority to immediately go to the next bidder, once the notice is served to the defaulting bidder.

Signed: _____

In the capacity of _____

Name: _____



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

Dated on _____ day of _____

Company Seal (where appropriate)

Affix Legal Stamp



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Section V: List of Goods and Delivery Schedule

Line-item N	Description	Quantity	Physical Unit	Final (Project) Destination	Delivery Date
1.1	(*specifications and parts from bidders)	-	set		
1.2	-	-	set		

*Note: Items must be BSB certified.

*Note: Local machineries will be given preference.



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Section VI: Bid Form

Documents to be submitted along with Bid:

1. Valid trade license
2. Tax clearance certificate
3. Work Profile (5 years past experience dealing with similar works)
4. CV of technical team
5. Workplan
6. Bid security/ Bid security declaration (Section IV)
7. Filled Goods and Delivery schedule (Section V)
8. Undertaking form (Section III)
9. Supporting documents if any



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