

**DUNGSAM CEMENT CORPORATION LIMITED**



a **chil** Company

**BIDDING DOCUMENT FOR SUPPLY OF COMPANY UNIFORM  
DOMESTIC COMPETITIVE BIDDING**

**2023**

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 Mr. Yonten Jamtsho  
 Assistant Manager Procurement  
 Dungsam Cement corporation Ltd

**NOTICE INVITING TENDER**  
Dungsam Cement Corporation Limited (DHI)  
Procurement Unit, Corporate Services Division  
Nganglam , Pemagatshel  
For

**Supply and delivery of Uniforms**

NIT No: DCCL/COM/PROC/05/2023/ 2750

Date: 25<sup>th</sup> December 2023

Procurement Unit, Corporate Services Division, Dungsam Cement Corporation Limited. invites eligible bidders to submit your bid for the supply and delivery of Uniforms as per the following Terms and Conditions

**TERMS AND CONDITIONS**

**1. SCOPE OF SUPPLY**

1.1. The bidder(s) must quote for all the items as per the Technical Specification (Annexure - III) and the Price Schedule (Annexure - II).

**2. CLARIFICATION TO THE BIDDING DOCUMENT**

2.1. Further information can be obtained in writing from the Assistant Manager, Procurement Unit, CSD, DCCL or by email at yenten.jamtsho@767.dcl.bt, +975 17942013, not later than 7 days from the date of bid submission

**3. DOCUMENTS COMPRISING BID**

3.1. The bid, accompanied by the following documents, must be submitted on the procurement mail: procurement@dcl.bt or either in hard copy.

- i i. Bid Submission Form (Annexure - I)
- ii ii. Price Schedule (Annexure - II)
- iii iii. Bid Security
- iv iv. Valid Trade license
- v v. Tax clearance
- vi vi. Delivery Schedule (Annexure - IV)
- vii vii. Integrity Pact Statement (Annexure - V)

viii Any other relevant documents

#### 4. SUBMISSION OF BID

- 4.1. Bidders must submit the Bids through the procurement mail; [procurement@dccl.bt](mailto:procurement@dccl.bt) or hard Copy.
- 4.2. The Bidder shall submit the Bid Submission Form using the Form in Annexure - I: This form must be completed without any alterations to its format, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.
- 4.3. A bid in which the Bid Submission Form is not duly filled, signed and sealed by the bidder shall be rejected.
- 4.4. Bidders must inspect the samples of each item before submitting the Bid. Please visit the Procurement Unit, CSD, DCCL during office hours to check the samples.
- 4.5. Bidders must submit samples of the items on/before the date of the Bid Opening. Failure to submit a sample for an item shall result in the rejection of the Bid for the item.

#### 5. BID PRICE

- 5.1. All prices shall be quoted in **Ngultrum (BTN)**. The quoted price shall be in **Delivered Duty Paid (DDP)** including taxes, duties and other levies to the final place of delivery if required.
- 5.2. The final place of delivery is the Procurement Unit, CSD, DHI addressed to Loday Zangpo, Senior Manager, Procurement Unit, CSD, DCCL
- 5.3. Evaluation will be done for: **lotwise**. Alternative prices shall not be accepted.

Lot No	Lot Title	Mode of Evaluation
Lot 1	Uniform	Lotwise

- 5.4. The bidder(s) must quote for all the items in the lot. Price bids will be evaluated for all the items together in a lot and the contracts shall be awarded to the firm offering the lowest evaluated total cost of the lot.

#### 6. BID VALIDITY

- 6.1. The bid shall be valid for **90 days** from the date of submission of the bid. In exceptional circumstances, prior to the expiration of the bid validity period, the Purchaser may solicit the Bidder's consent to an extension

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Assistant Manager Procurement  
Dungsam Cement corporation Ltd

of the bid validity period. The request and responses shall be made in writing. A bid valid for a shorter period shall be considered non-responsive

## 7. BID SECURITY

7.1 The Bid shall be accompanied by a Bid Security of **BTN 50,000/-** in the form of a Cash Warrant/ Unconditional Bank Guarantee/ Banker Cheque/ Demand draft in the name of the *CEO, Dungsam Cement Corporation Limited, Nganglam, Pemagatshel* issued by the Financial Institution enforceable in any Banks in Bhutan:

- a. The Bid security shall be valid up to **90 days** from the date of submission of the bid.
- b. The original Bid Security shall be submitted to the Procurement Unit, CSD, DCCL on/before the date of submission of the Bid.
- c. Any Bid not accompanied by a bid security of adequate value and validity shall be rejected by the Purchaser as non-responsive.
- d. If the Bidder(s) opts to Bank Transfer the Bid Security, it may be deposited to the DCCL's BOB Account No. 103074363, and submit the transaction details along with other documents during bid submission as well as email to [procurement@dccl.bt](mailto:procurement@dccl.bt)/copy: [yenten.jamtsho@767dccl.bt](mailto:yenten.jamtsho@767dccl.bt).

7.2. The bid security shall be forfeited in the following cases:

- a. If the Bidder withdraws the bid after the Bid opening during the period of Bid validity.
- b. If the Bidder does not accept the correction of the Bid price;
- c. In the case of a successful bidder, if the bidder fails within the specified time limit to sign the Contract or furnish Performance Security

## 8. SUBMISSION DEADLINE

The deadline for receipt of your bid(s) by the Purchaser is **January 10, 2024 at 15:00 hours**.

## 9. BID OPENING

The bid(s) will be opened in the presence of bidders or their representatives who choose to attend on **January 10, 2024 at 15:30 hours in the DCCL Conference Hall**. In case due date of the opening of the bid falls on non-working days, the opening of the bid shall be on next working day at the same time

## 10. EVALUATION OF BID

10.1. Bids determined to be substantially responsive to the technical specifications and commercial conditions will be evaluated by comparison of their quoted prices. In evaluating the bids, the Purchaser will determine for each bid the evaluated price by adjusting the priced bid by making any correction for any arithmetical errors as follows; where there is a discrepancy between amounts in figures and in words, the amount in words will govern;

10.2. Where there is a discrepancy between the unit rate and the line-item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted shall govern unless, in the opinion of the Purchaser, there is an obviously gross misplacement of the decimal point in the unit rate, in which case the line-item total as quoted shall govern, and the unit rate shall be corrected.

10.3. To assist in the evaluation and comparison of the Bids, the Purchaser may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder that is not in response to a request by the Purchaser shall not be considered.

10.4. Quality and Cost-Based Selection (QCBS) method would be used for the evaluation. QCBS uses a competitive process among short-listed suppliers that takes into account the quality and the cost of the items in the selection of a successful supplier. The weightage of evaluation for **Cost:Quality** is **60:40**. Following are the criteria for the evaluation of the Quality aspect of the Bids:

### a. Compliance with Design Specifications (10 points)

SN	Criteria	Score
1	Accuracy Of Design Elements	4
2	Conformance to Size and Dimension Specification	4
3	Material Selection	2

The Evaluation Committee shall assess compliance to design specifications based on the sample submitted. The sample need not be an exact match. The samples can be of previous supply or similar material.

### b. Fabric quality and Durability (10 points)

SN	Criteria	Score
1	Material Composition	4
2	Fabric weight and Thickness	4
3	Color Fastness	2

The Evaluation Committee shall assess the fabric quality and durability based on the sample submitted. The sample need not be an exact match. The samples can be of previous supply or similar material.

**c. Supplier Experience and Track Record (10 points)**

SN	Criteria	Score
1	More than 5 Supplies	6
2	3-4 Supplies	3
3	1-2 Supplies	1

The Evaluation Committee shall assess the supplier experience and track record based on the Performance Certificates/Purchase Orders/Evidences of past supplies furnished by the Bidders.

**d. Delivery Timeline (10 points)**

SN	Criteria	Score
1	Within 45 Days from the date of signing the contract	10
2	Within 45-90 Days from the date of signing the contract	6
3	Within 90-120 Day Days from the date of signing the contract	3

The Bidders should submit a realistic Delivery Schedule. The Bidder must fill out the Delivery Schedule, attached as Annexure - IV, and submit it along with the Bid.

**11. PURCHASER'S RIGHT TO ACCEPT ANY BID, AND REJECT ANY OR ALL BIDS**

The Purchaser is not bound to accept the lowest bid and reserves the right to accept or reject any or all the bids without assigning any reason whatsoever

**12. AWARD OF CONTRACT**

12.1 The Purchaser shall award the Contract to the Bidder whose offer has been determined to be the lowest evaluated Bid. The Purchaser shall issue a Notification of Award/ Purchase Order to the successful Bidder. Until a formal Contract is prepared and executed, the Notification of Award shall constitute a binding Contract.

**13. FRAMEWORK CONTRACT**

In addition, a Framework Contract will be executed, and a binding agreement shall be formed. The Bidder will be hereby committed to furnish the specified Goods as per the Contract terms at pre-established rates/prices, upon the Purchaser's request, within the mutually agreed-upon timeframe.

  
Assistant Manager Procurement  
Dungsam Cement Corporation Ltd

#### 14. DELIVERY PERIOD

The supply of the Goods and related services shall be completed within **60 days** from the date of the signing of the contract

#### 15. PERFORMANCE SECURITY

15.1 The Supplier shall be required to furnish Performance Security of 10% of the quoted price in the form of cash warrant, demand draft or unconditional Bank Guarantee in the name of the *CEO, DCCL, Nganglam, Pemagatshel* issued by a financial institution enforceable in any Banks in Bhutan, which shall be furnished upon issuance of notification of the award. Performance Security shall be valid till the end of the warranty period and will be returned after the end of the warranty period.

15.2 The Performance Security shall be forfeited if the successful Bidder fails to adhere to the obligations during the contract period

#### 16. LIQUIDATED DAMAGE

If the Supplier fails to deliver any or all of the Goods by the date(s) of delivery or fails to perform the Related Services within the period specified in the Contract/ Purchase Order, the Purchaser shall deduct Liquidated Damages at the rate of **0.1%** per day for each day of delay to a maximum of 10% of the quoted price.

#### 17. VERIFICATION AND ACCEPTANCE

DCCL shall carry out detailed verification and acceptance of the required items, and in case of fault, mismatching of specification or any other issues found, DCCL reserves the right to reject any or all of the items without assigning any reason. It will be at the DCCL's discretion to take the final decision if such a situation pertains.

#### 18. PAYMENT TERMS

18.1 The payment shall be made within 30 days upon verification and acceptance by DCCL, based on the receipt of the bill/invoice from the firm.

18.2. At the time of the release of payment, Tax shall be Deducted at Source [TDS] from the gross amount of bills as per the Income Tax Act of Bhutan. The Purchaser shall furnish the necessary TDS Certificate to the Bidders, issued by the Department of Revenue & Customs, RGoB.



## 19. WARRANTY PERIOD

19.1. The Supplier shall provide the warranty for a period of **1 year** from the date of delivery of the goods to be supplied and confirm that if any faults are detected within the warranty period in the supplied/installed Goods, the Supplier shall be bound to rectify the fault or replace the Goods as the case may be. The performance security shall be used to cover the cost of supplies not delivered or defective items not replaced or rectified.

19.2. Any goods found defective during the warranty period shall be replaced/ repaired by the supplier at his cost. If the supplier fails to rectify and or replace the defective goods, the Purchaser shall do it at the cost of the supplier.

## 20. TERMINATION

20.1 The Purchaser may, by written notice, terminate the Purchase Order or Contract [if applicable] in whole or in part at any time for its convenience:

20.2. if the Supplier fails to perform any other terms and conditions specified with the Purchase Order/ Contract or exceeds the maximum number of Liquidated Damages; and

20.3. if the Supplier fails to perform any other obligation(s) under the Purchase Order / Contract, and if the Supplier does not take any remedial action within a period of **7 days** after receipt of a notice of default from the Purchaser specifying the nature of the default(s).

## 21. GOVERNING LAW

The Contract/ Purchase Order shall be governed by and interpreted in accordance with the Laws of Bhutan.

## 22. DISPUTE RESOLUTION

Any settlement of dispute or arbitration of matter arising from the contract shall be settled as per the Alternative Dispute Resolution Act of Bhutan 2013 for Bhutanese Supplier and United Nations Commission on International Trade Law [UNCITRAL] Arbitration Rules of 1976 for International Supplier and will be binding for both parties.

  
Mr. Yonten Jamtsho  
Assistant Manager Procurement  
Dungsam Cement corporation Ltd

**ANNEXURE - I  
BID SUBMISSION FORM**

*[The Bidder shall fill in this form in accordance with the instructions indicated. No alterations to its format shall be permitted and no substitutions shall be accepted.]*

Date : .....*[insert date of Bid submission]*

Tender No.: .....*[insert number ]*

To : .....*[insert complete name of the Purchaser]*

We, the undersigned, declare that:

a. We have examined and have no reservations about the Bidding Documents, including Addenda number: \_\_\_\_\_ *[insert the number and date of issue of each addendum]*;

b. We offer to supply in conformity with the Bidding Documents and in accordance with the Schedule of Supply the following Goods and Related Services: \_\_\_\_\_ *[insert a brief description of the Goods and Related Services]*;

c. The total price of our Bid, excluding any discounts offered is: \_\_\_\_\_ *[insert the Bid Price in words and figures, indicating the various amounts and their respective currencies]*;

d. The discounts offered and the methodologies for their application are:

*Discounts.* If our Bid is accepted, the following discounts shall apply: \_\_\_\_\_ *[Specify in detail each discount offered and the specific item of the Schedule of Supply to which it applies.]*

*Methodology of Application of the Discounts.* The discounts shall be applied using the following methodology: \_\_\_\_\_ *[Specify in detail the methodology that shall be used to apply the discounts]*;

e. Our Bid shall be valid for a period of \_\_\_\_\_ *[insert number]* from the date fixed for the Bid submission deadline and it shall remain binding upon us and may be accepted at any time before the expiry of that period;

  
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Tongsham Cement Corporation Ltd

f. If our Bid is accepted, we commit to provide a Performance Security in accordance with Clause 15 for the due performance of the Contract;

g. We have no conflict of interest;

h. Our firm, its affiliates or subsidiaries - including any subcontractors or suppliers for any part of the contract - has not been declared ineligible by the Purchaser under the laws or official regulations of Bhutan;

i. We have read the terms and conditions carefully, understood and agree to comply with all the clauses which are mentioned therein. In case of any breach of any condition on our part, we shall be liable for actions as per the terms and conditions of the Contract.

j. We understand that this Bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us until a formal contract is prepared and executed.

k. We understand that you are not bound to accept the lowest evaluated Bid or any other Bid that you may receive.

l. We accept the Vendor Performance Management System.

m. We have thoroughly inspected the samples of the items we have Bid for.

Signed: \_\_\_\_\_ [insert signature of person whose name and capacity are shown]

In the capacity of \_\_\_\_\_ [insert legal capacity of person signing the Bid Submission Form]

Name: \_\_\_\_\_ [insert complete name of person signing the Bid Submission Form]

Duly authorized to sign the bid for and on behalf of: \_\_\_\_\_ [insert complete name of Bidder]

Dated on day of \_\_\_\_\_ [insert date of signing]

ANNEXURE - II

PRICE SCHEDULE OF LOT 1

Sl. No.	Description of Goods	Tentative Quantity	Unit	Offered Brand & Country of Origin	Unit Price, DDP (BTN)	Amount, DDP (BTN)
1	Pant	437	Nos			
2	Jacket <i>[fully stitched with embedded DCCL]</i>	437	Nos			
3	Half sleeve T-shirt <i>[fully stitched with embedded DCCL]</i>	437	Nos			
Total Amount						

Total Amount in words:

.....

Signature of the Supplier: .....

Name of the Supplier: .....

Date: .....

  
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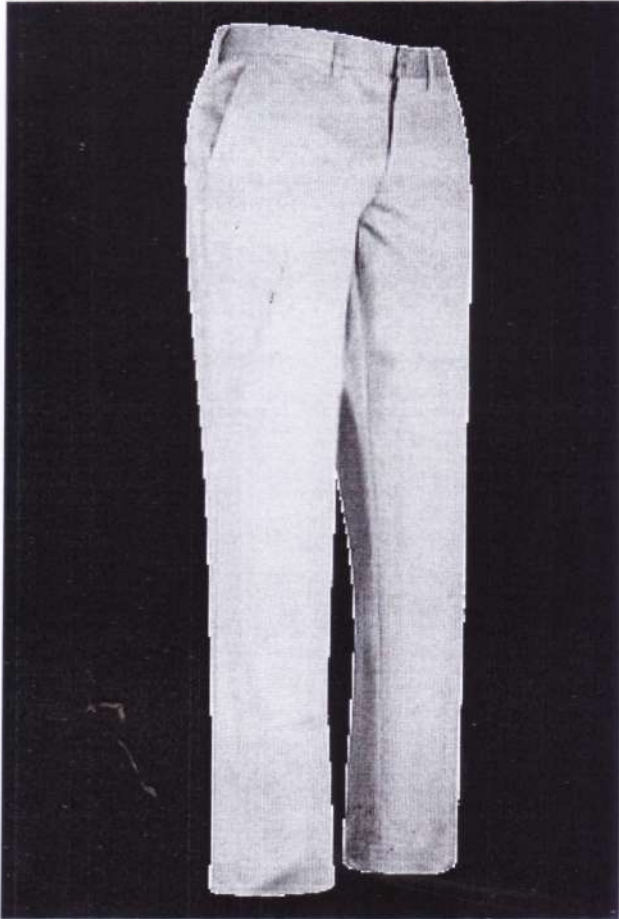
**ANNEXURE - III**

**Technical Specifications**

**Item no.1 pant. 2.Jacket**

Fabric: 35% Cotton and 65% Polyester

Grey Colour for Jacket & Pant

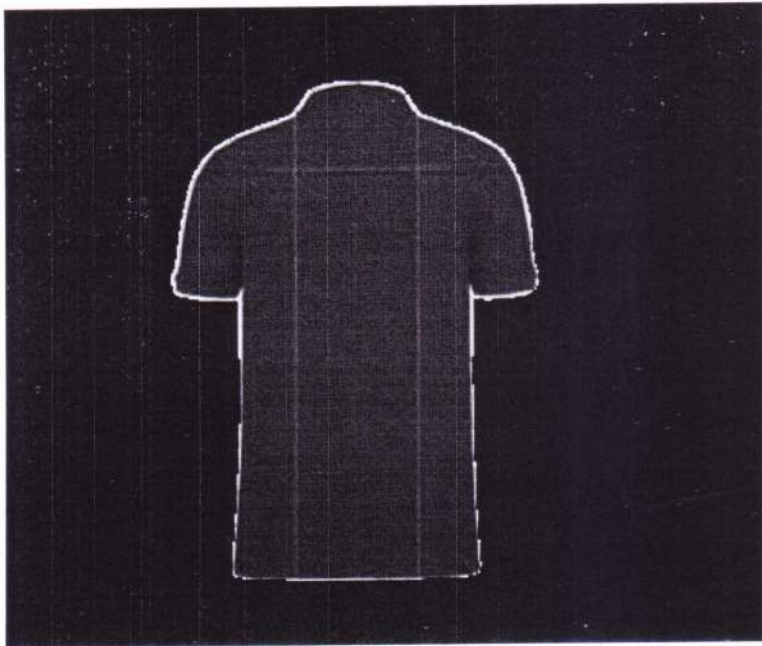


Reflector

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Dungsam Cement corporation Ltd

Item no.3

Half Sleeve T-shirt



  
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ANNEXURE IV  
DELIVERY SCHEDULE

LOT DESCRIPTION	ITEM DESCRIPTION	DELIVERY LOCATION	Delivery Period <i>[Bidder(s) filled up]</i>
<p>Lot 1: Uniform</p>	<p>Item 1. Pant</p>	<p>DCCL Procurement Unit</p>	
	<p>Item 2. Jacket</p>		
	<p>Item 3. Sleeve T-Shirt</p>		

  
 Mr. [Signature]  
 Assistant Manager Procurement  
 Dungsam Cement corporation Ltd

## ANNEXURE V INTEGRITY PACT

### 1. General

Whereas the Mr. Loday Zangpo, offtg. General Manager representing DCCL hereinafter, referred to as the DCCL one part, and (Mr..... representing the

(*name of person representing Bidder*) on the other part (hereafter referred to as the bidder)

here by execute this agreement as follows:

### 2. Objectives


Now, therefore, the DCCL and the bidder agree to enter into this pre-contract agreement, here in after 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:

- I. Enable the DCCL to obtain the desired contract at a reasonable and competitive price in conformity to the defined specifications of the supply of goods and services; and
- II. Enable 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 DCCL will commit to prevent corruption, in any form by their officials by following transparent procedures.

### 3. Commitments of the DCCL

The DCCL commits itself to the following:

- I. The DCCL hereby under takes that no official of the DCCL, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward favour 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.
- II. The DCCL further confirms that its officials have not favoured 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.
- III. All the officials of the DCCL shall report to the Chief Executive Officer, DCCL, any attempted/completed violation of clauses 3(i) and 3(ii).
- IV. Following report on violation of clauses 3(i) and 3(ii) by official (s), through any source, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the DCCL and such a person shall be debarred from further dealings related to the contract

  
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**ANNEXURE V**  
**INTEGRITY PACT**

**1. General**

Whereas the Mr. Loday Zangpo, offtg.General Manager representing DCCL hereinafter, referred to as the DCCL one part, and (Mr..... representing the

(*name of person representing Bidder*) on the other part (hereafter referred to as the bidder)

here by execute this agreement as follows:

**2. Objectives**

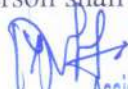
Now, therefore, the DCCL and the bidder agree to enter into this pre-contract agreement, here in after referred to as integrity pact, to avoid all forms of corruption by following a system that is fair, transparent and free from any influence/ unprejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into, with a view to:

- I. Enable the DCCL to obtain the desired contract at a reasonable and competitive price in conformity to the defined specifications of the supply of goods and services; and
- II. Enable 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 DCCL will commit to prevent corruption, in any form by their officials by following transparent procedures.

**3. Commitments of the DCCL**

The DCCL commits itself to the following:

- I. The DCCL hereby under takes that no official of the DCCL, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward favour 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.
- II. The DCCL further confirms that its officials have not favoured 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.
- III. All the officials of the DCCL shall report to the Chief Executive Officer, DCCL, any attempted/completed violation of clauses 3(i) and 3(ii).
- IV. Following report on violation of clauses 3(i) and 3(ii) by official (s), through any source, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the DCCL and such a person shall be debarred from further dealings related to the contract

  
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Dungsam Cement corporation Ltd

In the event of a breach, the DCCL shall also take all or any one of the following actions, wherever required:

- I. Immediately call off the pre-contract negotiations without giving any compensation to the Bidder. However, the proceedings with the other Bidder(s) would continue.
- II. Immediately cancel the contract, if already awarded/signed, without giving any compensation to the Bidder.
- III. Forfeit the Earnest Money/security deposited with the DCCL.
- IV. Recover all sums already paid to the Bidder.
- V. 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 DCCL, along with interest.
- VI. Cancel all or any other Contracts with the Bidder.
- VII. Debar the Bidder from entering into any bid from the Company as per the Debarment Rule.

#### **6. Examination of Books of Accounts**

In case of any allegation of violation of any provisions of this integrity pact or payment of commission, the DCCL/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.

#### **7. Monitoring and Arbitration**


The Company shall be responsible for monitoring and arbitration of IP as per the procurement rules.

#### **8 Legal Actions**

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 proceeding as.

#### **9. Validity**

- I. 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 DCCL and the Bidder.

  
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Assistant Manager Procurement  
Dungsam Cement corporation Ltd

II. Should one or any provision 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 shall abide by it. Further, the information provided in this agreement is true and correct to the best of our knowledge and belief.

The parties here by sign this Integrity pact.

DCCL

BIDDER (AFFIX LEGAL STAMP)

WITNESS:



WITNESS:

1. Yester Jambhu

1.....

  
Assistant Manager Procurement  
Dungsam Cement corporation Ltd