

DUNGSAM CEMENT CORPORATION LIMITED



a dhi Company

BIDDING DOCUMENT FOR SUPPLY OF SAFETY ITEMS

COMPETITIVE BIDDING

2023

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Assistant Manager Procurement  
Dungsam Cement corporation Ltd

## NOTICE INVITING TENDER

DCCL/Com/Proc/05/2023/2768

Date: 26<sup>th</sup> December, 2023**Abridged Notice Inviting Tender**

Dungsam Cement Corporation Limited (DCCL) is pleased to invite sealed Bids from eligible National and International Bidders to submit your bid for the supply of Safety Items.

NIT No.	Name of Work	Bid Security (Nu.)	Last date & time of submission	Date & time of opening of tender
Dccl/Com/Proc/05/2023/2768	Supply of safety items	Nu. 50000.00	11.01.2024 at 1500 Hours.	11.01.2024 at 1530 Hours

Bids shall be received in sealed envelopes on or before 3.00 pm on 11<sup>th</sup> January, 2024 and shall be opened on the same day at 3.30 pm. Any tender received after the deadline for submission shall be rejected.

Detailed Bidding Documents can be downloaded from DCCL website: [www.dccl.bt](http://www.dccl.bt).  
For any enquiry, please contact Procurement Section (17942013).

Eligible bidders to submit your bid for the supply and delivery of Safety Items as per the following terms & conditions.

## Terms and Conditions

1. SCOPE OF SUPPLY
  - 1.1. The bidder(s) may quote for any or all items as per the technical specification and the Price Schedule as attached. -form III
2. CLARIFICATION TO THE BIDDING DOCUMENT
  - 2.1. Further information can be obtained in writing from **Procurement Office** not later than 9<sup>th</sup> January 2024 from the date of bid submission.
3. DOCUMENTS COMPRISING BID
  - 3.1. The bid must be accompanied by the following document:
    - i. Bid Security
    - ii. Valid Trade license
    - iii. Tax clearance

Mr. Yonten Jamtsho  
 Assistant Manager Procurement  
 Dungsam Cement Corporation Ltd

- iv. Price Schedule
- v. Any other relevant documents

4. BID PRICE

4.1. All prices shall be quoted in **Ngultrum (Nu.)** The quoted price shall be **For DCCL, Store** including taxes, duties and other levies to the final place of delivery, if required.

4.2. The final place of delivery is **DCCL, Store.**

4.3. Each item shall be evaluated and contract awarded separately to the firm(s) offering the lowest evaluated price for each item.

5. BID VALIDITY

5.1. The bid shall be valid for 60 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 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.

6. BID SECURITY

6.1. The bid shall be accompanied by the bid security of **Nu.50000.00** in the form of Cash Warrant/ Unconditional Bank Guarantee/ Banker Cheque/ Demand draft in the name of **the CEO, DCCL** issued by the Financial Institution enforceable in any Banks in Bhutan.

a) The Bid security shall be valid up to **6 months.**

b) The Bid Security is to be submitted as a part of the Bid in a separate sealed envelope.

c) Any Bid not accompanied by bid security of adequate value and validity shall be rejected by the Purchaser as non-responsive.

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

a) If the Bidder withdraws the bid after 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.

7. SUBMISSION OF BIDS

7.1. The bidder(s) shall submit one original bid and clearly marked ORIGINAL. In addition, the bidder(s) should also submit one copy marked as COPY. The bid including all documents should be duly filled, signed and sealed in an envelope and addressed to and delivered at the following address :

7.2.

**General Manager, Corporate Service Department  
Dungsam Cement Corporation Limited  
Office, Procurement Section  
Nganglam, Pemagatshel Dzongkhag**

Mr. Yonten Jamtsho  
Assistant Manager Procurement  
Dungsam Cement Corporation Ltd

8. SUBMISSION DEADLINE

8.1. The deadline for receipt of your bid(s) is on or before **11<sup>th</sup> January 2024 by 15:00 Hours.**

9. BID OPENING

9.1. The bid(s) will be opened in the presence of bidders or their representatives who choose to attend at **DCCL Conference Hall on 11<sup>th</sup> January 2024 at 15:30 hours.** 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 bids 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 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, 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. Samples of all the items must be submitted along with bid for the purpose of evaluation as per the detailed specification. Bids without samples shall not consider for the evaluation.

10.5. The bidders shall mark every sample properly with items name and their company seal

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

11.1. 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. QUANTITY VARIATION

12.1. Depending on the final requirement, at the time of the award of the Contract, the Purchaser may increase or decrease the quantities by twenty five percent (25%) of the indicated quantity.

13. AWARD OF CONTRACT

13.1. The Purchaser shall award the Contract to the Bidder whose offer has been determined to be the lowest evaluated Bid. The Purchaser shall issue 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.

14. DELIVERY SCHEDULE

14.1. The supply of the Goods and related service shall be completed within 45 days from the date of issue of the Purchase Order. The materials shall be as per the above specifications, failing which it shall not be accepted and replacement has to be made at the cost of supplier. In case of rejected items, it shall be replaced as soon as possible. However, the delivery period shall remain same.

14.2. The rejected item shall be lifted within 20 days from the date of rejection notice from DCCL, failing

which DCCL shall not be accountable for misplacement of the item and may lead to seizing of the item by serving a written notice.

15. PERFORMANCE SECURITY

- 15.1. The Supplier shall be required to furnish Performance Security of 10% of the awarded items quoted price (Quoted price \* quantity) in the form of cash warrant, demand draft or unconditional Bank Guarantee in the name of **Chief Executive Officer (CEO, DCCL)** 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 warranty period and will be returned after the end of warranty period.

16. LIQUIDATED DAMAGE

- 16.1. 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. PAYMENT TERMS

- 17.1. Payment shall be made within one month upon delivery of materials. No advance payment shall be made.
- 17.2. At the time of release of payment, Tax shall be Deducted at Source [TDS] from the gross amount of bills as per the Income Tax Act of the Bhutan. The Purchaser shall furnish necessary TDS Certificate to the Bidders, issued by the Department of Revenue & Customs, RGoB.

18. WARRANTY PERIOD

- 18.1. The Supplier shall provide the warranty for a period of two months for 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.
- 18.2. 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.

19. SUBMISSION OF BID

- 19.1. The Bidder shall submit the Bid Submission Form using the Form in the 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.

- 19.2. A bid in which the Bid Submission Form not duly filled, signed and sealed by the bidder shall be rejected.

20. TERMINATION

- 20.1. The Purchaser may, by written notice, terminate the Purchase Order or Contract 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 amount 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 one week, after receipt of a notice of default from the Purchaser specifying the nature of the default(s).

21. GOVERNING LAW

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

22. DISPUTE RESOLUTION

22.1. Any settlement of dispute or arbitration of matter arising from the contract shall be settled at Drungkhag Court Nganglam, Pemagatshel Dzongkhag.

  
Mr. Yonten Jamsho  
Assistant Manager Procurement  
Dungsam Cement corporation Ltd

**FORM -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]*

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

To *[insert complete name of the Purchaser]*

.....

.....

We, the undersigned, declare that:

- (a) We have examined and have no reservations to 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 in item 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 expiry of that period;

  
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Dungsam 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;
- (h) We, including any subcontractors or suppliers for any part of the Contract, have nationality from eligible countries, viz: [insert the nationality of the Bidder, including that of all parties that comprise the Bidder if the Bidder is a JV/C, and the nationality each subcontractor and supplier]
- (i) We have no conflict of interest;
- (j) 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;
- (k) 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 terms and conditions of the Contract.
- (l) 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.
- (m) We understand that you are not bound to accept the lowest evaluated Bid or any other Bid that you may receive.
- n) We accept the Vendor Performance Management System.

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]

  
Mr. Yonten Jamtsho  
Assistant Manager Procurement  
Dungsam Cement Corporation Ltd

**FORM II- INTEGRITY PACT****1. General**

Whereas the Mr. Loday Zangpo, Offg. 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

process. In such a case while an enquiry is being conducted by the DCCL the proceedings under the contract would not be stalled.

#### 4. Commitments of Bidders

- I. 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:
- II. The Bidder will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favor, commission, fees, brokerage, any materials or immaterial benefit to any official of the DCCL, 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.
- III. The Bidder further undertakes that he has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, commission, fees, brokerage, any material or immaterial benefit to any official of the DCCL 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 Company for showing or forbearing to show favour or disfavor to any person in relation to the Contract or any other contract with the Company.
- IV. 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.
- V. 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 DCCL of their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- VI. The bidder shall not enter into any monetary dealings or transaction, directly, with any tender committee member, and if he does so, the DCCL shall be entitled forthwith to rescind the Contract and all other contracts with the bidder.

#### 5. Sanctions for Violation

The breach of any aforesaid provisions or providing false information by DCCLs, 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 Penal Code of Bhutan, 2004, and the Anti - Corruption Act, 2006.

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**

  
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- 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.
- 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.....


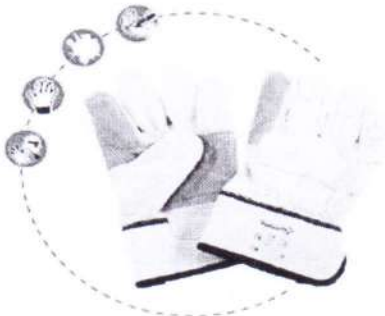


1.....

  
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Dungsam Cement corporation Ltd





## FORM - III PRICE SCHEDULE

S N	Particular	Specification	Quantity	Picture	Rate per unit
1	Safety Glasses	Glass made of poly carbonate material. Impact resistant level - F. Anti Fog. Anti dust. Adjustable temple.	200 nos.		
2	Impact resistant glove	Impact shielded level 5. Cut resistant nitrile gloves. 13 gauge melange seamless liner. Flexible m-KARPALS protect patch back.  Size: 8 & 9	300 pairs		
3	Ear Plug	Made up of non-irritant, non-allergic TPE materials. Triple pliable and tapered design.	250 nos.		
4	Half face mask	Model: V- 400 + V-7400 A1P1	100 nos.		

  
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 Assistant Manager Procurement  
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5	Welder leather gloves	<p>Dyed split leather. Reinforced palm. Elongated cuffs. High contact heat resistant glove 350° C for 15 sec</p> <p>Size: 10 &amp; 11</p>	25 pairs		
6	Leather gloves	<p>Reinforced split leather. Dyed split green reinforcement over palm, thumb and index fingers. Cotton inside lining. Cotton blue drill fabric back. Rubberized cuffs.</p> <p>Size: 9 &amp; 10</p>	200 pairs		
7	General hand gloves	<p>13 gauge high cut resistant seamless nitrile glove. Excellent abrasion &amp; tear resistant.</p> <p>Size: 8 &amp; 9</p>	1000 pairs		
8	Dust mask	<p>Foldable FFP2/FFP3 mask. Concealed nose clip. Ear loop fastening system.</p>	1000 nos.		

  
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9	Safety boot	Double density PU soles. High ankle with laces. 200 Joule impact resistant steel toe cap. Safety boot rating to be at least S3. Size: 3 – 10 (To provide warranty certificate of PU sole & manufacture date to be of 2024).	650 pairs		
10	Safety Helmet	Ventilation option. LDPE lining with 3 bands & 8 attachment points. Head measurement 53 to 63 mm. As per IS 2925	150 nos.		
11	Leather Leg Guard	Material Leather. Size of guard 6x9x11 inches.	30		
12	Leather apron	Material: Leather. With apron length 120 cm long.	30		
13	Fire Hood	Material: Nomex knitted fabric Elasticized eye opening Full neck protection, including neck and fac.	30		

  
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14	Face Shield	<p>High impact resistance polycarbonate visor.                  Flip up type face shields.                  Easily mounted on almost all types of helmets.</p>	15		
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 Mr. Yonten Jamisno  
 Assistant Manager Procurement  
 Dungsam Cement corporation Ltd