TENDER DOCUMENT

FOR

SUPPLY OF HARDWARE ITEMS

ON

ANNUAL RATE CONTRACT BASIS

DUNGSAM CEMENT CORPORATION LIMITED (DCCL)

NGANGLAM, BHUTAN.

2024-2025

SECTION I: NOTICE INVITING TENDER

Abridged Notice Inviting Tender

NIT No: DCCL/Proc/Com/05/2024/ 2242 Date: 16th October, 2024

Dungsam Cement Corporation Limited (DCCL) invites sealed Bids from eligible Local National Bidders for the "**Supply of Hard Ware Items on Annual Rate Contract Basis**"

Bids shall be received in sealed envelopes on or before 3.00 PM on 18th November, 2024 and shall be opened on the same day at 3.30 PM. Any tenders received after the deadline for the submission shall be rejected.

Please note that bids will be rejected at the time of opening if:

1) Integrity Pact is not signed by authorized person and witnesses with legal stamp affixed;
2) Bid bond is not sufficient or not enclosed and its validity is not sufficient;
3) Bid submission form is not signed by authorized person(with affixed legal stamp) and
4) Price schedule is not signed.

Detailed Bidding Documents can be downloaded form from DCCL website: www.dccl.bt.

For any inquiry, please contact Procurement Section (77622505).

Detailed Notice Inviting Tender

NIT No: DCCL/PROCUREMENT/05/2024/2242 Date: 16.10.2024

1. DCCL invites sealed Bids from eligible Local National Bidders meeting the qualification requirements for the "**Supply of Hard Ware Items on Annual Rate Contract Basis**" as per the scope of supply mentioned hereinafter.

2. SCOPE OF WORK

   "**Supply of Hard Ware Items on annual rate contract basis**" as per ToR and price schedule

3. Detailed specifications, scope of work and terms and conditions are given in the Bidding Documents, and the bidding timeline as below:

NIT No and name of the package	:	**Supply of Hard Ware Items on annual rate contract basis**
Bid receipt date & time	:	Up to 18th November, 2024 by 3.00 pm.
Bid opening date & time	:	On 18th November, 2024 at 3.30 pm at DCCL head office, Nganglam.
Bidding Documents shall be available at	:	DCCL website: www.dccl.bt

4. Interested bidders can download the bidding documents from DCCL website for free.

5. Participation in the bidding process shall not automatically construe that the Bidder fulfils the Qualifying Requirements, which shall be determined during Bid evaluation based on data/documents submitted by the Bidder. Bids shall be submitted at the address given below and shall be opened in the presence of Bidder's representatives who choose to attend.

6. All Bids must be accompanied by Bid Security of Nu. 50,000.00(Fifty Thousand) only in the form of Demand Draft /Cash Warrant/ Bank Guarantee, issued by banks/financial institutions in Bhutan shall remain valid for 120 days. Bids not accompanied with an acceptable Bid Security or Bids accompanied with Bid security of inadequate value or validity period shall be rejected by DCCL and in such cases Bids shall be returned to the Bidders unopened.

7. Bidders must submit the copies of:

   (i) Latest tax clearance certificate & valid trade license.
   (ii) Certificate of incorporation in case of companies or any other certificate as an evidence of being a legal entity; and
   (iii) Signed Integrity Pact statement as per the format provided in the Bidding Documents along with their Bid.

8. DCCL reserves the right to accept or reject any Bid partly or fully or cancel the bidding process without assigning any reasons thereof and in such case no Bidder/ intending Bidder shall have any claim arising out of such action of DCCL.

9. Address for Communication:

Mr. Dorji Wangchuk
Section Officer (Procurement)
Phone: 77622505/17800420
Email: procurement@dccl.bt / dorji.wangchuu768@dccl.bt

(The bidders are recommended to contact to above mentioned person regarding any clarification on the terms and conditions)

SECTION II – INSTRUCTIONS TO BIDDERS (ITB)

A. Introduction

1. Scope of Work

Supply of Hard Ware Items on annual rate contract basis as per ToR and price schedule

2. Fraud and Corruption

DCCL requires that the Bidders and their respective employees, consultants & agents, shall observe the highest standards of ethics during the bidding process and execution of contracts. In pursuance of this policy, it shall be mandatory that Bidders execute an Integrity Pact Statement as per Form 2 of Section III. Failure to provide a duly executed Integrity Pact Statement may result in rejection of the Bid; and

3. Eligibility of Bidders

(i) A Bidder shall be an eligible National Bidder or incorporated legal entity

(ii) A Bidder shall not have conflict of interest. Any Bidder, found to have a conflict of interest, shall be disqualified. Bidders may be considered to have a conflict of interest with one or more parties in the same bidding process if they:

a) The Bidder participates in more than one Bid shall result in rejection of all Bids in which the Bidder has participated. Each Bidder shall submit one Bid.
b) Employ or otherwise engage, either directly or through any of their Affiliates, a DCCL employee, spouse or any of the dependent parent of a DCCL employee.
c) The Bidder has a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of DCCL regarding this bidding process, or
d) The Bidder has the same legal authorised representative for purposes of this Bid.

4. Exclusion of Bidders

A Bidder shall be ineligible for participating in this bidding process under the following circumstances:

a) The Bidders is insolvent or is in receivership or is a bankrupt or is in the process of being wound up; or has entered into an arrangement with the creditors; or
b) The Bidders' affairs are being administered by a court, judicial officer or appointed liquidator; or
c) The Bidder has suspended business or is in any analogous situation arising from similar procedures under the laws and regulations of his country of establishment; or

d) The Bidder has been found guilty of professional misconduct by any competent authority as per law or any professional body; or

e) The Bidder has not fulfilled his obligations with regard to the payment of taxes, social security or other payments due in accordance with the laws of the country in which he is established or of the Kingdom of Bhutan; or

f) The Bidder has been declared by DCCL or the Anti-Corruption Commission to be ineligible for participation in tenders on account of any fraud and/or corruption in competing or executing a Contract; or

g) The Bidder has been debarred from participation in public procurement by any competent authority as per law.

5. Responsibility of Bidders

(i) DCCL shall not assume any responsibility regarding information gathered, interpretations or conclusions made by the bidder or regarding information, interpretations or deductions the bidder may derive from the data or any report furnished by DCCL. Verbal communication or conversation with any employee of DCCL either before or after the submission of Bid shall not affect or modify any of the terms or obligations contained herein.

(ii) It shall be the sole responsibility of bidders to determine and to satisfy themselves by such means as they consider necessary or desirable as to all matters pertaining to this bidding process including in particular all factors that may affect the performance of the Contract in the event of award.

B. The Bidding Documents

6. Contents of Bidding Documents

(i) The scope of work, bidding procedures and contract terms and conditions are prescribed in the Bidding Documents. The set of bidding documents issued for the purpose of bidding includes the sections stated below together with any addendum/amendment to be issued:

Section I: Notice Inviting Tender
Section II: Instructions to Bidders
Section III: 1) Bid Submission Form; 2) Integrity Pact; 3) Price Schedule and 4) Bidders Information Form
Section IV: Terms & Conditions

(ii) DCCL is not responsible for the completeness of the Bidding Documents and their addenda, if any.

(iii) The bidder is expected to examine all instructions, forms, terms, conditions, specifications and other information in the bidding documents and shall be deemed to have carefully examined the bidding documents and also to have satisfied himself as to the nature, character and scope of work to be executed. Failure to furnish all information and documents required as per the Bidding Documents or submission of a Bid not substantially responsive to the Bidding Documents in every respect will be at the bidder's risk and may result in rejection of his bid.

7. Clarifications on Bidding Documents

(i) The bidder shall examine the bidding documents thoroughly in all respects and if any conflict, discrepancy, error or omission is observed, the bidder may request clarification promptly writing.

(ii) The clarifications shall be communicated through emails or uploaded on the website. The bidders are advised to visit the website of the company from time to time in their own interest.

8. Site Visit and Familiarization with Local Laws

(i) The Bidder is advised to visit and examine the sites where the works are to be executed and obtain for itself on its own responsibility and risk, all information that may be necessary for preparing the Bid and entering into a Contract for execution of the Works. The costs of visiting the site shall be fully borne by the Bidder.

(ii) Bidders are required to comply with these acts/laws and other relevant provisions particularly with reference to the execution of the works.

9. Amendment of Bidding Documents

(i) At any time after the issue of the NIT, DCCL may amend the bidding documents by issuing an addendum prior to the deadline for submission of Bids. This may be done either on DCCL's own initiative or in response to clarification requests from any prospective bidder.

(ii) The addendum/amendment/corrigendum will be sent in writing either by fax/ e-mail to all prospective Bidders. The same shall also be uploaded on the website. It would be in the interest of the bidders to regularly visit the company website for information on any amendment or clarification to the bidding documents. DCCL shall in no way be responsible for any ignorance of the Bidder about the amendment to the bidding documents.

(iii) Such addendum/amendment/corrigendum shall be part of the Bidding Documents and binding on the prospective Bidders. DCCL shall assume that the information contained therein have been taken into account by the Bidder in its Bid and shall bear no responsibility or liability arising out of non-receipt of the same in time or otherwise by the Bidder.

(iv) DCCL may, at its discretion, extend the deadline for submission of Bids to allow prospective Bidders reasonable time to take the addendum into account in preparation of their Bids.

C. Preparation of Bids

10. Cost of bidding

The Bidder shall bear all costs, direct or indirect associated with the preparation and submission of his bid (including site visits and attending pre-bid meetings) and DCCL in no case shall be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

11. Language of the Bid and Units of Measure

(i) The Bid, and all correspondence and documents related to the Bid shall be in English.
(ii) The units of measurement shall be metric system of measures unless otherwise specified.

12. Bid Submission Form

The Bidder shall submit the bid using the Bid Submission Form prescribed under Form1 of Section III. This form must be completed without any alterations to its text, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.

13. Price Variation

Prices quoted by the Bidder shall remain fixed during the Bidder's execution of the Contract and not subject to variation on any account. A bid submitted with an adjustable price quotation shall be treated as non-responsive and shall be rejected.

14. Currencies of Bid

(i) The unit rates and prices shall be quoted by the Bidder in Ngultrum.
(ii) The payment to the supplier/contractor shall be made in the currency of Bid.

15. Period of Validity of Bids

(i) Bids shall remain valid for 120 days. A Bid valid for a shorter period shall be liable for rejection by DCCL as non-responsive.
(ii) In exceptional circumstances, prior to the expiry of the Bid validity period, DCCL may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing to all the participating Bidders. A Bidder may refuse the request to extend the validity of its Bid without forfeiting its Bid Security. In such a case, the Bid of the Bidder, refusing to extend the validity of its Bid, shall not be considered for evaluation and award. A Bidder granting the request will be required to extend the validity of their Bid securities correspondingly but shall not be required or permitted to modify its Bid.
(iii) The provisions of ITB 15, regarding discharge and forfeiture of Bid Security shall to apply during the extended period of Bid validity.

16. Bid Security

(i) The Bidder shall furnish, as part of its Bid, a Bid Security of Nu. 50,000.00(Fifty Thousand) only in favor of MD, DCCL

(ii) The Bid Security shall at the Bidder's option, be in any of the following forms:
   a) An unconditional and irrevocable Bank Guarantee; or
   b) A Cash Warrant; or
   c) A Demand Draft

(iii) Be issued by a banks/financial institutions in Bhutan;

(iv) Remain valid for a period of 120 days.

(v) The Bid Security is to be submitted as a part of the Bid. Any Bid not accompanied by adequate Bid Security shall be rejected by DCCL as non-responsive.

(vi) No interest shall be paid by DCCL on the Bid Security.

(vii) The Bid Security shall be returned to successful and unsuccessful Bidders as promptly as possible upon signing of Contract and receipt of Performance Security from successful Bidder.

(viii) The Bid Security shall be forfeited:

   a) If a Bidder withdraws it's Bid as a whole or in part during the period of Bid validity specified by the Bidder on the Bid Form.

   b) If the bidder has been found practicing corrupt or fraudulent or collusive or coercive practices during bidding process

   c) If the successful Bidder fails to accept the correction of its Bid Price or sign the Contract or furnish a Performance Security;

17. Signing of Bids

(i) The Bidder shall prepare one set of original and another set of copy of documents constituting the Bid, and clearly marked each as **"Original"** and **"Copy"**. In the event of any discrepancy between the copies and original Bid, the original shall prevail.

(ii) The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person/persons duly authorized by the Bidder. The Bidder shall seal and sign each and every pages of the tender document. However, any published document submitted along with the Bid shall be signed by the authorized signatory (ies) at least on the first page and last page of such document.

(iii) Any interlineations, erasures, overwriting, cutting or alteration shall only be valid if they are initialed by the authorized signatory (ies) to the Bid.

D. Submission of Bids

18. Submission of Bids

(i) Each Bidder, including its affiliate, shall be permitted to submit only one Bid against a particular NIT. In case Bidder and its affiliate have submitted separate Bids against the same NIT, such bids shall be rejected.

(ii) Bids shall be delivered by hand, courier or registered post so as to reach DCCL on or before the date and time. DCCL shall not be responsible for any delay in receipt of the bid where sent by post or courier.

(iii) All envelopes shall be sealed with adhesive or other sealant to prevent unauthorised reopening and be signed across their seals by the person authorized to sign the Bid on behalf of the Bidder.

(iv) If the envelopes are not sealed and marked as above, DCCL shall assume no responsibility for the misplacement or premature opening of the Bid.

19. Deadline for Submission of Bids

(i) The deadline for submission of bid shall be as specified in Clause No. 3 of NIT. In the event of the specified date for submission of Bids being declared a holiday for DCCL, the Bids will be received up to the specified time on the next working day. Such postponement of date will not have any impact on the other dates specified in the Bidding Documents (i.e. bid validity and validity of bid security).

(ii) DCCL may, at its discretion, extend the deadline for the submission of Bids/ opening of Bids by issuing an addendum and hosting the same on the website, in which case all rights and obligations of DCCL and the Bidders previously subject to the original deadline shall thereafter be subject to the deadline as extended.

(iii) In the event of the deadline for submission of Bid extended by DCCL, the Bidders who have already submitted their Bids within the original deadline of submission shall have the option to submit their revised Bid in substitution either in full or in part of earlier Bid. In the absence of a revised Bid, the original Bid shall be considered for opening and subsequent evaluation if otherwise in order. Wherever, the Bidder has submitted the revised Bid in modification of earlier Bid, the earlier Bid shall be returned unopened to the Bidder.

20. Late Bids

Any Bid received by DCCL after the bid submission deadline shall be declared late, rejected and returned unopened to the Bidder.

E. Bid Opening, Evaluation and Comparison

21. Bid Opening

(i) DCCL shall conduct the bid opening at DCCL, head office, Nganglam on 18th November, 2024 at 3:30 pm.

(ii) Bidders or their authorized representatives shall be allowed to attend the bid opening. Bidders who chose to attend shall sign the attendance sheet provided in the record of Bid opening with their name designation, firm name and phone number or any other particulars as may be required. Bidders who chose to attend the opening shall not be allowed to speak on matters related to the Bid until and unless required by the committee members or by seeking permission from the Chairperson by raising hand. Bidders who have any complaint with regard to the Bid opening shall write in the complaint sheet and duly sign the sheet.

(iii) Cover envelopes of all other Bids shall be opened one at a time. Bids not accompanied by requisite Bid Security shall be rejected and returned to the Bidder.

(iv) The following information shall be publicly announced during the Bid opening for the Bidders to note:

a. The name of the Bidder;

b. The presence or absence of Bid security and its amount;

c. The total price offered;

d. Discounts offered, if any;

e. Such other details as DCCL may consider appropriate.

(v) DCCL shall prepare a record of the Bid Opening, which shall include the information disclosed to those present. The record of the Bid Opening shall include, as a minimum:

a) The NIT title and reference number;
b) The Bid submission deadline date and time;
c) The date, time and place of Bid opening;
d) Bid prices, offered by the Bidders, including any discounts and alternative offers;
e) The presence or absence of Bid Security and, if present, its amount;
f) The name of each Bidder;
g) The names and signature of attendees at the Bid opening, and name of the Bidders they represent (if any);
h) Details of any complaints or other comments made by attendees/ representatives attending the Bid opening, including the names and signatures of the attendees/representatives making the complaint(s) and/or comment(s); and

i) The names, designations and signatures of the members of the Bid Opening Committee.

(vi) The Bidders' representatives who are present shall be requested to sign the record. The omission of a bidder's representatives' signature on the record shall not invalidate the contents and effect of the record.

22. Confidentiality

(i) Except as may be required by law, information relating to the examination, clarification, evaluation, comparison and post-qualification of Bids, and recommendation of Contract Award, or any other matter concerning the Bid shall not be disclosed to Bidders or any other persons not officially concerned with such process after the public opening of the Bids until issuance of the LoA.

(ii) No Bidder shall contact DCCL on any matter related to its Bid from the time of the opening of the Bid to the time the Contract is awarded. Any attempt by a Bidder to influence DCCL in the examination, evaluation, comparison and post-qualification of the Bids or Contract award decisions may result in the rejection of its Bid.

(iii) All documents, correspondence, decisions and other matters concerning the Contract shall be considered of confidential and restricted nature by the Bidder and he shall not divulge or allow access thereto by any unauthorised persons.

23. Clarification of Bids

(i) To assist in the examination, evaluation, comparison and post-qualification of the Bids, DCCL may, at its discretion, ask any Bidder for a clarification on its Bid including justification and breakup of the rates and prices quoted. Any clarification submitted by a Bidder that is not in response to a request by DCCL shall not be considered. DCCL's request for clarification and the response thereto shall be in writing and shall be delivered by registered post / speed post/ courier/ hand delivery.

(ii) No change in the prices or substance of the Bid shall be sought, offered or permitted, except to confirm the correction of arithmetic errors discovered by DCCL in the evaluation of the Bids.

(iii) If a Bidder does not provide clarifications of its Bid by the date and time set in DCCL's request for clarification, its Bid may be rejected.

24. Responsiveness of Bids

(i) For the purpose of this clause, a substantially responsive Bid is one, which conforms to all the terms, conditions and specifications of the Bidding Documents without material deviation, reservation, conditionality or omission.

(ii) DCCL shall examine the bid to confirm that the bid is substantially responsive and all terms and conditions specified in the Bidding Documents have been accepted by the Bidder without any material deviation, reservation, conditionality or omission. DCCL's determination of a bid's responsiveness shall be based on the contents of the bid itself without recourse to extrinsic evidence.

(iii) If a bid is not substantially responsive to the requirements of the Bidding Documents, it shall be rejected by DCCL.

25. Evaluation and Comparison of Bids

(i) DCCL shall evaluate each bid, which has been determined to be substantially responsive and the final Bid Price.

(ii) If the Bid price of the lowest evaluated Bid appears abnormally low and/or seriously unbalanced, DCCL may require the Bidder to produce written explanations, justifications and detailed price analyses. Such abnormally low Bid may or may not be accepted. If DCCL decides to accept the abnormally low Bid after considering the above, the Bidder shall be required to provide additional differential security equivalent to the difference between the prices offered and the average price quoted by all the other Bidders. In case of a single response, the additional security shall be based on the difference between the evaluated bid price and the estimated cost as may be determined by the DCCL to protect DCCL against any financial loss in the event of default of the successful bidder under the Contract.

26. DCCL's Right to Accept Any Bid, and to reject any or All Bids

DCCL reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to bidders or any obligation to inform the affected bidders of the grounds for such action of the DCCL.

F. Award of Contract

27. Award Criteria

DCCL shall award the Contract to the successful bidder whose bid has been determined to be substantially responsive and to be the lowest evaluated Bid, further provided that the Bidder is determined to be eligible and qualified and has the capacity and capability to fulfil the contract.

28. Letter of Acceptance

(i) Prior to the expiry of the period of bid validity, DCCL shall notify the successful bidder, through a Letter of Acceptance (LoA) that its bid has been accepted indicating the award price.

(ii) Until a formal contract is prepared and executed, the LoA shall constitute a binding contract between the successful bidder and DCCL.

(iii) Upon the furnishing of performance security by the successful bidder, DCCL shall promptly notify each unsuccessful bidder and return their bid security.

29. Signing of Contract Agreement

(i) At the same time as notifying the successful Bidder in writing through the LoA that its Bid has been accepted, DCCL shall invite the successful Bidder for signing of Contract Agreement

(ii) The Contract Agreement shall be signed within ten working days of the issue of the LoA.

30. Performance Security

(i) Within ten working days of the receipt of the LoA and latest by the date of signing of the Contract, the successful Bidder shall submit a performance security Nu. 50,000.00 (Fifty thousand) only in the form of bank guarantee. DCCL reserves the right to verify independently the genuineness of the performance security from the issuing bank or a correspondent bank of such issuing bank in the Kingdom of Bhutan.

(ii) The performance security shall be submitted as an unconditional and irrevocable bank guarantee

(iii) Failure of the successful bidder to submit the above-mentioned performance security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security. In that event DCCL may award the Contract to the next lowest evaluated Bidder whose offer is substantially responsive and is determined by DCCL to be qualified to perform the Contract satisfactorily or call for fresh bids.

SECTION III: BIDDING FORMS

1) Bid Submission Form;
2) Integrity Pact;
3) Price Schedule; and
4) Bidders Information Form.

Section III (1): Bid Submission Form

Title of Contract.....
NIT No.....
Date: .....

To:
.....,
.....,
Dungsam Cement Corporation Ltd
Nganglam: Bhutan

We, the undersigned, declare that:

Having examined all the Bidding Documents, including addenda *[insert list]*, we offer to execute the (*name and title of the contract/work*) in accordance with the Conditions of Contract.

This Bid and your written acceptance of it shall constitute a binding Contract between us. We understand that you are not bound to accept the lowest or any Bid you receive.

We hereby confirm that this Bid complies with the Bid validity and Bid Security required by the Bidding Documents.

We have no conflict of interest in accordance with ITB clause 3 and have not been declared ineligible under the laws or official regulations of Bhutan, in accordance with ITB Clause 4 and other relevant clauses.

In case if I withdraw my bid after opening for whatsoever reasons, I agree to the forfeiture of the Bid Security and will authorize DCCL to debar my firm.

Our duly executed Integrity Pact Statement is attached herewith.

Authorized Signature: ..... (Affix legal stamp)

Name and title of signatory:.....

Name of Bidder:.....

Address: .....

Email address: .....

Section III (2) INTEGRITY PACT

1. General

Whereas the Mr. Loday Zangpo – Officiating General Manager, Corporate Services Department(CSD) 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:

2.1 Enable the DCCL to obtain the desired contract at a reasonable and competitive price in conformity to the defined specifications of the works, goods and services; and

2.2 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:

3.1 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.

3.2 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.

3.3 All the officials of the DCCL shall report to the Chief Executive Officer, DCCL, any attempted/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 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

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, favour, 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.

4.2 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 disfavour to any person in relation to the Contract or any other contract with the Company.

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 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.

4.5 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 DCCL, 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:

5.1 Immediately call off the pre-contract negotiations without giving any compensation to the Bidder. However, the proceedings with the other Bidder(s) would continue.

5.2 Immediately cancel the contract, if already awarded/signed, without giving any compensation to the Bidder.

5.3 Forfeit the Earnest Money/security deposited with the DCCL.

5.4 Recover all sums already paid to the Bidder.

5.5 En cash 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.

5.6 Cancel all or any other Contracts with the Bidder.

5.7 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

9.1 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 DCCL and the Bidder.

9.2 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 at (*name and location of place*) on (*dd/mm/yy*).

.....	.....
DCCL	**BIDDER (Affix Legal Stamp)**
Witness	**Witness**
1.....	1.....

Section III (3): Price Schedule

Attached

SECTION IV: TERMS AND CONDITIONS

A. General

1. Scope of supply

Supply of Hard Ware Items on annual rate contract basis as per the price schedule. However, the supply order will be placed from time to time based on the requirement.

2. Contract duration

The contract duration shall be for a period of one year from the date of signing of contract agreement

3. Right to engage third party

DCCL reserves the right to engage third party(s) if the material required is not delivered as per the requirement of DCCL.

However, the winning party is not allowed to sublet the work to the third party.

4. Rejection of material

The material not confirming the specifications as per the price schedule shall be rejected. Any goods found defective shall be replaced by the supplier at his/her own cost within 7 days' time. If the supplier fails to replace the defective goods, no payment shall be made against the defective goods

5. Effective date of contract

The term "Effective Date of contract" shall mean the date of the Signing of the Contract Agreement.

B. Commercial

1. Rate

The rates shall be fixed as per the price schedule for the entire period of the contract term. The rate quoted shall be inclusive of all the applicable taxes and duties in India and Bhutan F.O.R DCCL, Nganglam. No rate revision shall be entertained.

2. Tax deduction

TDS deduction shall be made as per the prevailing taxation laws of the country and TDS certificate for the taxes deducted shall be made available to the supplier.

3. Terms of payment

The payment shall me made only after the delivery of goods and no advance payment shall be made.

4. Terms of delivery

The delivery of materials shall be completed within 15 days (F.O.R Nganglam, DCCL) which shall commence with effect from date of issue of Supply order from time to time.

Some Time Parts Should be arrange urgently within a day If DCCL need parts in urgent Basis

5. Liquidated damages

If there is any delay in delivery of goods, the liquidated damages shall be levied @ 0.3% per day of the items for which supplies have been delayed subject to a maximum of 10%.

6. Performance security

The supplier shall submit a lump sum performance security of Nu. 50,000 (Fifty Thousand) only, on the date of signing of the contract agreement in the form of unconditional and irrevocable bank guarantee or cash warrant or demand draft in favour of MD/CEO, DCCL

7. Termination of the contract

If the supplier fails to perform as per the terms and conditions of the contract continuously for a month, the contract shall be terminated with the forfeiture of the Performance Security

8. Dispute and Adjudication

Disputes arising from the implementation of the provisions of the contract shall be settled through negotiation. In the event, negotiation fails; the case shall be adjudicated at the Royal Court of Justice, Nganglam, Bhutan

The decision of DCCL shall stand as final and binding.

SN	Material Description		Unit	Specifications / Brand	Rate
A	**Electrical Items**				
1	Ceiling Fan, 1200mm Sweep	1	Nos	Havells /CGL /Bajaj /BSB approved Brand	
2	LED Bulb 9W	1	Nos	Havells /Syska /BSB approved Brand	
3	LED Tube Light 20W	1	Nos	Havells /Syska /BSB approved Brand	
4	Insualtion Tape (steel grip)	1	Nos	Steel grip /BSB approved Brand	
5	2.5 Sqmm Copper Wire (Red)	1	Nos	Havells /BSB approved Brand	
6	2.5 Sqmm Copper Wire (Black)	1	Nos	Havells /BSB approved Brand	
7	1.5 Sqmm Copper Wire (Red)	1	Nos	Havells /BSB approved Brand	
8	1.5 Sqmm Copper Wire (Black)	1	Nos	Havells /BSB approved Brand	
9	4 sq mm copper wire	1	Nos	Havells /BSB approved Brand	
10	6 sqmm copper wire	1	Nos	Havells /BSB approved Brand	
11	2 core 6 Sqmm Copper cable	1	Nos	Havells /BSB approved Brand	
12	2 core 10 sq mm Copper cable	1	Nos	Havells /BSB approved Brand	
13	MCB 6A SP	1	Nos	Havells /BSB approved Brand	
14	MCB 16A SP	1	Nos	Havells /BSB approved Brand	
15	MCB 32A DP	1	Nos	Havells /BSB approved Brand	
16	MCB 40A DP	1	Nos	Havells /BSB approved Brand	
17	MCB 63A DP	1	Nos	Havells /BSB approved Brand	
18	MCB 63A TP&N	1	Nos	Havells /BSB approved Brand	
19	MCB 100A TP&N	1	Nos		
20	MCB 125A TP&N	1	Nos	Havells /BSB approved Brand	
21	MCCB 125A	1	Nos	Havells /BSB approved Brand	
22	MCCB 200A	1	Nos	Havells /BSB approved Brand	
23	Casing Capping 1" (2 meter)	1	Nos	Havells /BSB approved Brand	
24	Casing Capping 2" (2 meter)	1	Nos	Havells /BSB approved Brand	
25	Ceiling Fan Regulator	1	Nos	Legrand Brand (All models)	
26	Ceiling Fan Regulator	1	Nos		
27	Switch 6A One Way	1	Nos	Legrand Brand (All models)	
28	Switch 6A One Way	1	Nos		
29	Exhaust fan (380mm & 1400 RPM)	1	Nos		
30	Socket 16A 5Pin	1	Nos	Legrand Brand (All models)	
31	Socket 16A 5Pin (SS Combined)	1	Nos	Havells /Anchor /BSB approved Brand	
32	LED Street Light 60W	1	Nos	Havells /Syska /CGL /BSB approved Brand	
33	Flood Light 100W	1	Nos	Havells /Syska /CGL /BSB approved Brand	
34	Flood Light 150W	1	Nos	Havells /Syska /CGL /BSB approved Brand	
35	Flood Light 200W	1	Nos	Havells /Syska /CGL /BSB approved Brand	

36	HT Insulation Tape	1	Nos		
37	LED Tube 40W	1	Nos	Havells /Syska /CGL /BSB approved Brand	
38	Tube Rod 36/40W	1	Nos		
39	Distribution Box 6Way	1	Nos		
40	Distribution Box 8Way	1	Nos		
41	Distribution Box 10Way	1	Nos		
42	Distribution Box 12Way	1	Nos		
43	1 modular Concealed Switch box	1	Nos		
44	2 modular Concealed Switch box	1	Nos		
45	3 modular Concealed Switch box	1	Nos		
46	4 modular Concealed Switch box	1	Nos		
47	5 modular Concealed Switch box	1	Nos		
48	6 modular Concealed Switch box	1	Nos		
49	7 modular Concealed Switch box	1	Nos		
50	8 modular Concealed Switch box	1	Nos		
51	1 modular Surface Switch Box	1	Nos		
52	2 modular Surface Switch Box	1	Nos		
53	3 modular Surface Switch Box	1	Nos		
54	4 modular Surface Switch Box	1	Nos		
55	5 modular Surface Switch Box	1	Nos		
56	6 modular Surface Switch Box	1	Nos		
57	7 modular Surface Switch Box	1	Nos		
58	8 modular Surface Switch Box	1	Nos		
59	CRCA tube 1/2" (3 meter)	1	Nos		
60	LED ceiling light 20W (Round)	1	Nos		
61	Wall fan	1	Nos		
62	Table fan	1	Nos		
63	Pedestal Fan	1	Nos		
B	**Masonry & Carpentry Items**				
1	Nail 1/2"	1	Kg		
2	Nail 1"	1	Kg		
3	Nail 2"	1	Kg		
4	Nail 3"	1	Kg		
5	Nail 4"	1	Kg		
6	Nail 5"	1	Kg		
7	Nail 6"	1	Kg		
8	Screw 1/2"	1	Kg	"+" Head	
9	Screw 1"	1	Kg	"+" Head	
10	Screw 1 1/4"	1	Kg	"+" Head	
11	Screw 1 1/2"	1	Kg	"+" Head	
12	Screw 2"	1	Kg	"+" Head	
13	Screw 3"	1	Kg	"+" Head	
14	Screw 6"	1	Kg	"+" Head	
15	Steel But Hinge (75mm)	1	Nos		
16	Steel Butt Hinge (50mm)	1	Nos		

17	Steel Butt Hinge (100mm)	1	Nos		
18	Steel Door Handle 100mm	1	Nos		
19	Steel Door Handle 125mm	1	Nos		
20	Steel Door Handle 75mm	1	Nos		
21	Steel Tower Bolt, Barrel Type 75mm	1	Nos		
22	Steel Tower Bolt, Barrel Type 100mm	1	Nos		
23	Enamel Paint (All Shades)	1	Ltr		
24	Thinner	1	Ltr		
25	PVC Dowel 25mm	1	Nos		
26	PVC Dowel 30 mm	1	Nos		
27	PVC Dowel 40 mm	1	Nos		
28	Planer blade (BOSCH GH0.10.82)	1	Nos		
29	Planer blade 15" (For Jaimax J1015)	1	Nos		
30	Drill bit Set (HSS, 13pcs, 2mm - 14mm)	1	Nos		
31	Concrete drill bit (10pcs, 4mm-14mm)	1	Nos		
32	Sanding Disc 4"	1	Nos		
33	Cutting Wheel 4"	1	Nos		
34	Emery Paper 4"	1	Nos		
35	Circular sawing blade 7"	1	Nos		
36	Circular sawing blade 9"	1	Nos		
37	Circular sawing blade 14"	1	Nos		
38	Glass 4mm	1	Sqm		
39	Ply board 6mm (8' x 4')	1	Nos		
40	Ply board 12mm (8' x 4', Waterproof)	1	Nos		
41	Ply board 25mm (8' X 4')	1	Nos		
42	Screw 1" (For Aluminium)	1	Pkt	"+" Head	
43	Screw 1 1/2" (For Aluminium)	1	Pkt	"+" Head	
44	Router Bit Set	1	Nos	Sample Attached	
45	Pinal pin 3/4"	1	Pkt		
46	Fevicol	1	Ltr		
47	Distemper (All Shades)	1	Kg		
48	Arcylic Wall putty	1	Kg		
C	**Plumbing Items**				
1	G.I Pipe 32 mm (6m long)	1	Nos		
2	G.I Pipe 25 mm (6m long)	1	Nos		
3	G.I Pipe 20 mm (6m long)	1	Nos		
4	G.I Pipe 15 mm (6m long)	1	Nos		
5	G.I Socket 32 mm	1	Nos		
6	G.I Socket 25 mm	1	Nos		
7	G.I Socket 20 mm	1	Nos		

8	G.I Socket 15 mm	1	Nos		
9	G.I Union 32 mm	1	Nos		
10	G.I Union 25 mm	1	Nos		
11	G.I Union 20 mm	1	Nos		
12	G.I Union 15 mm	1	Nos		
13	G.I Tee 32 mm	1	Nos		
14	G.I Tee 25 mm	1	Nos		
15	G.I Tee 20 mm	1	Nos		
16	G.I Tee 15 mm	1	Nos		
17	G.I elbow 32 mm	1	Nos		
18	G.I elbow 25 mm	1	Nos		
19	G.I elbow 20 mm	1	Nos		
20	G.I elbow 15 mm	1	Nos		
21	G.I reducer socket 32 mm X 25 mm	1	Nos		
22	G.I reducer socket 32 mm X 20 mm	1	Nos		
23	G.I reducer socket 32 mm X 15 mm	1	Nos		
24	G.I reducer socket 25 mm X 20 mm	1	Nos		
25	G.I reducer socket 25 mm X 15 mm	1	Nos		
26	G.I reducer Tee 32 mm X 25 mm	1	Nos		
27	G.I reducer Tee 32 mm X 20 mm	1	Nos		
28	G.I reducer Tee 32 mm X 15 mm	1	Nos		
29	G.I reducer Tee 25 mm X 20 mm	1	Nos		
30	G.I reducer Tee 25 mm X 15 mm	1	Nos		
31	G.I hexagon nipple 32 mm	1	Nos		
32	G.I hexagon nipple 25 mm	1	Nos		
33	G.I hexagon nipple 20 mm	1	Nos		
34	G.I hexagon nipple 15 mm	1	Nos		
35	G.I plug 32 mm	1	Nos		
36	G.I plug 25 mm	1	Nos		
37	G.I plug 20 mm	1	Nos		
38	G.I plug 15 mm	1	Nos		
39	G.I Nipple 15 mm x 10 cm	1	Nos		
40	G.I Tank Nipple 32 mm	1	Nos		
41	G.I Tank Nipple 25 mm	1	Nos		
42	G.I Tank Nipple 20 mm	1	Nos		
43	Brass gate valve 32 mm	1	Nos		
44	Brass gate valve 25 mm	1	Nos		

45	Brass gate valve 20 mm	1	Nos		
46	Brass gate valve 15 mm	1	Nos		
47	Brass bib cock 15 mm	1	Nos		
48	C.P bib cock 15 mm	1	Nos		
49	C.P angle valve 15 mm	1	Nos		
50	C.P one in two angle valve 15 mm	1	Nos		
51	C.P shower 15 mm	1	Nos		
52	C.P concealed stop cock 15 mm	1	Nos		
53	C.P connection pipe 24"	1	Nos		
54	PVC waste pipe	1	Nos		
55	C.P basin coupling	1	Nos		
56	C.P pillar cock	1	Nos		
57	C.P floor trap 100 mm	1	Nos		
58	European water closet (P-Trap Outlet)	1	Nos		
59	Indian water closet (580mm)	1	Nos		
60	Cistern (Plastic, 10lts)	1	Nos		
61	S-Trap	1	Nos		
62	P-Trap	1	Nos		
63	Wash Basin with pedestal (630mmX450mm)	1	Nos		
64	C.P Push button angle cock	1	Nos		
65	MS anchor bolt (12 mm X 10 cm)	1	Nos		
66	HDPE pipe 32 mm	1	Roll		
67	HDPE pipe 25 mm	1	Roll		
68	HDPE pipe 20 mm	1	Roll		
69	Holdtite	1	Kg		
70	CPVC Pipe 32mm	1	Nos		
71	CPVC Pipe 25mm	1	Nos		
72	CPVC Pipe 20mm	1	Nos		
73	CPVC Tee 32 mm	1	Nos		
74	CPVC Tee 25 mm	1	Nos		
75	CPVC union 32 mm	1	Nos		
76	CPVC union 25 mm	1	Nos		
77	CPVC union 20 mm	1	Nos		
78	CPVC elbow 20 mm	1	Nos		
79	CPVC tee 20 mm	1	Nos		
80	CPVC socket 25 mm	1	Nos		
81	CPVC socket 20 mm	1	Nos		
82	CPVC socket 32 mm	1	Nos		
83	CPVC stop cock 32 mm	1	Nos		
84	CPCV stop cock 25 mm	1	Nos		
85	CPCV stop cock 20 mm	1	Nos		
86	CPVC over joint 20 mm	1	Nos		
87	CPVC brass male adapter socket 32 mm	1	Nos		

88	CPVC brass male adapter socket 25 mm	1	Nos		
89	CPVC brass male adapter socket 20 mm	1	Nos		
90	CPVC female adapter socket 32 mm	1	Nos		
91	CPVC female adapter socket 25 mm	1	Nos		
92	CPVC female adapter socket 20 mm	1	Nos		
93	CPVC brass female tee 20mm	1	Nos		
94	CPVC reducer socket 32 mm X 25 mm	1	Nos		
95	CPVC reducer socket 25 mm X 20 mm	1	Nos		
96	CPVC brass elbow 20 mm	1	Nos		
97	CPVC reducer elbow 25 mm X 20 mm	1	Nos		
98	CPVC reducer elbow 32 mm X 25 mm	1	Nos		
99	CPVC end cap 32 mm	1	Nos		
100	CPVC end cap 25 mm	1	Nos		
101	CPVC end cap 20 mm	1	Nos		
102	CPVC 45 degree bend	1	Nos		
103	CPVC plug 32 mm	1	Nos		
104	CPVC plug 25 mm	1	Nos		
105	CPVC plug 20 mm	1	Nos		
106	Angle file	1	Nos		
107	Round file	1	Nos		
108	Half file	1	Nos		
109	Liquid chlorine (For Water Treatment)	1	Ltr		
110	Alum (For Water Treatment)	1	Kg		
111	PVC pipe 110 mm	1	Nos		
112	PVC pipe 75 mm	1	Nos		
113	PVC tee 110 mm	1	Nos		
114	PVC tee 75 mm	1	Nos		
115	PVC Socket 75 mm	1	Nos		
116	PVC socket 110 mm	1	Nos		
117	PVC door bend 75 mm	1	Nos		
118	PVC door bend 110 mm	1	Nos		
119	PVC door tee 75 mm	1	Nos		
120	PVC door tee 110 mm	1	Nos		
121	PVC Plain Bend 75mm	1	Nos		
122	PVC Plain Bend 110mm	1	Nos		
123	Teflon Tape 20mm	1	Nos		
124	White Cement	1	Kg		

125	M-Seal 75g	1	Nos		
D	**Tools**				
1	Elite tool kit (1005)	1	Nos		
2	Water level scale (60 CM)	1	Nos		
3	Hammer (1 Kg)	1	Nos		
4	Hand Saw	1	Nos		
5	Screw driver set	1	Nos		
6	Plier	1	Nos		
7	Carpentry Chisel 8mm	1	Nos		
8	Carpentry Chisel 10mm	1	Nos		
9	Carpentry Chisel 15mm	1	Nos		
10	Carpentry Chisel 25mm	1	Nos		
11	Carpentry Chisel 30mm	1	Nos		
12	Carpentry Chisel 50mm	1	Nos		
13	Knife (Patang)	1	Nos		
14	Paint brush 2"	1	Nos		
15	Paint brush 4"	1	Nos		
16	Paint brush 5"	1	Nos		
17	Paint brush 6"	1	Nos		
18	Paint brush (Roller)	1	Nos		
19	Shovel with Handle	1	Nos		
20	Spade	1	Nos		
21	Trowel small	1	Nos		
22	Trowel medium	1	Nos		
23	Trowel large	1	Nos		
24	Pickaxe	1	Nos		
25	Crowbar	1	Nos		
26	Brick hammer	1	Nos		
27	Measuring tape 3 mtrs	1	Nos		
28	Measuring tape 5 mtrs	1	Nos		
29	Measuring tape 30 mtrs	1	Nos		
30	Measuring tape 50 mtrs	1	Nos		
31	Steel float	1	Nos		
32	Monkey plier	1	Nos		
33	Adjustable wrench (drope forged) 12"	1	Nos		
34	Adjustable wrench (drope forged) 10"	1	Nos		
35	Adjustable wrench (drope forged) 8"	1	Nos		
36	Adjustable wrench (drope forged) 6"	1	Nos		
37	Ball pin hammer 250g	1	Nos		

38	Hack saw frame	1	Nos		
39	Hack saw blade	1	Nos		
40	Screw driver 12"	1	Nos		
41	Hex key allen key set	1	Nos		
42	Ring wrench set	1	Nos		
43	Double open end spanner set (D wrench)	1	Nos		
44	Ratchet die set (1/2" to 25 ")	1	Nos		
45	Masonry Chisel 12"	1	Nos		
46	Basin Wrench	1	Nos		
47	Sickle	1	Nos		
48	Lock & key (Medium)	1	Nos		