

**TENDER DOCUMENT**

**FOR**

**HIRING OF ONE UNIT EXCAVATOR PC 220 or 148 HP (Rock  
Breaker)**



**DUNGSAM CEMENT CORPORATION LIMITED (DCCL)**

**NGANGLAM, BHUTAN. 2024**



## SECTION I: NOTICE INVITING TENDER

NIT No: DCCL/Com/Proc/05/2024/ 2499

Date: 18<sup>th</sup> November, 2024

### Abridged Notice Inviting Tender

Dungsam Cement Corporation Limited is pleased to invite sealed and signed bids from interested Bhutanese Hiring Agencies for hiring of one unit Excavator PC 220 or 148 IIP above.

Bids shall be received in sealed envelopes on or before 3.00 pm on 4.12.2024 and it shall be opened on the same day at 3.30 pm. Tender received after the deadline for submission shall be rejected.

Below points are required to complete the bidding documents for tender evaluations

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

Detailed Bidding Documents can be downloaded from DCCL website: [www.dcel.bt](http://www.dcel.bt).

For any enquiry, please contact Procurement Section (77417046).

Head PMMD  
(LOBAY ZANGPO)  
Head  
Procurement & Material Management Division  
Dungsam Cement Corporation Ltd  
Nganglam



## Detailed Notice Inviting Tender

NIT No: DCCL/Com/Proc/05/2024/ 2499

Date: 18<sup>th</sup> November, 2024

1. DCCL invites sealed Bids from eligible Bidders for hiring of one unit excavator PC 220 or 148 HP above as per the scope of work and terms & conditions mentioned hereinafter.

2. Scope of work

Hiring of one unit excavator PC220 (Rock Breaker) as per the specification provided in the general terms and conditions

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	:	Hiring of one unit Excavator PC220 or 148 HP above
Bid receipt date & time	:	Up to 4 <sup>th</sup> Dec, 2024 by 3.00 pm.
Bid opening date & time	:	On 4 <sup>th</sup> Dec, 2024 at 3.30 pm at DCCL head office, Nganglam.
Bidding Documents shall be available at	:	DCCL website: www.dcll.bt

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

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** for hiring of one unit excavator PC220 or 148 HP in the form of Demand Draft / Bank Guarantee, issued by banks/financial institutions in Bhutan shall remain valid for 120 days from the date of opening in favor of Managing Director/CEO, DCCL, Nganglam. 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 on the same day.

7. Bidders must submit the copies of:



- (i) Latest tax clearance certificate & Relevant valid hiring license;
  - (ii) Certificate of incorporation in case of companies or any other certificate as 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:

Loday Zangpo  
Head, Procurement  
Mobile No: 77417046

## SECTION II – INSTRUCTIONS TO BIDDERS (ITB)

### A. Introduction

#### 1. Scope of work

Hiring of One unit excavator PC 220 or 148 HP above as per the specification provided in the terms and conditions

#### 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 b of Section III. Failure to provide a duly executed Integrity Pact Statement shall result in rejection of the Bid; and

#### 3. Eligibility of Bidders

- I. A Bidder shall be an eligible Bhutanese firm 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:
- a) Each Bidder shall submit one Bid. Participation by a Bidder in more than one Bid shall result in rejection of all Bids in which the Bidder has participated.
  - 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) Have 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) Have the same legal authorised representative for the purposes of this Bid.

#### 4. Exclusion of Bidders

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

- I. 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
- II. The Bidders' affairs are being administered by a court, judicial officer or appointed liquidator; or
- III. 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
- IV. The Bidder has been found guilty of professional misconduct by any competent authority as per law or any professional body; or
- V. 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
- VI. 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

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- VII. 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 hiring, 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: a) Bid Submission Form; b) Integrity Pact; and c) Price Schedule; 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 supply 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

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.

The clarifications shall be 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

The Bidder is advised to visit and examine the sites where the work is 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.

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

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.

The addendum/amendment/corrigendum will be sent in writing either by registered post/speed post/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.

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.

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 DCCCL 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

The Bid, and all correspondence and documents related to the Bid shall be in English.

## 12. Bid Submission Form

The Bidder shall submit the bid using the Bid Submission Form prescribed under Form a) 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

The unit rates and prices shall be quoted by the Bidder in Ngultrum.

The payment to the contractor shall be made in the currency of Bid.

## 15. Period of Validity of Bids

Bids shall remain valid for 120 days from the date of tender opening. A Bid valid for a shorter period shall be liable for rejection by DCCCL as non-responsive.

In exceptional circumstances, prior to the expiry of the Bid validity period, DCCCL 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.





The provisions of ITB 16, regarding discharge and forfeiture of Bid Security shall to apply during the extended period of Bid validity.

## 16. Bid Security

The Bidder shall furnish, as part of its Bid, a Bid Security of **Nu.50,000.00** for hiring of one unit excavator PC 220 or 148 HP in favor of Managing Director, DCCL.

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 Demand Draft
- c) Cash transfer in the DCCL account

Be issued by a banks/financial institution in Bhutan;

Remain valid for a period of 120 days from the date of tender opening.

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.

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

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.

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;
- d) If the bidder is found to have a conflict of interest at the later stage as per clause 3 (iii) of ITB.



## 17. Signing of Bids

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.

The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person/person duly authorized by the Bidder. 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.

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

## D. Submission of Bids

### 18. Submission of Bids

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

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 were sent by post or courier.

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.

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

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 supplying 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).

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.

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 as mentioned in the NIT.
- 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.
- III. 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.
- IV. 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.
- V. 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.

VI. 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.
- j) 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

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.

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.

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

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.

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.

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**

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.

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.

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**

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

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.



The evaluation shall be done hiring of one unit Excavator PC 220 or 148 HP as per the requirement specification and the lowest bidder shall be awarded the contract accordingly.

**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**

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.

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

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**

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

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

**30. Performance Security**

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 lump sum performance security of Nu.1,000,000.00(One million only) in form of bank guarantee/demand draft. 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.

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

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

- a) Bid Submission Form;
- b) Integrity Pact;
- c) Price Schedule; and





**Section III a): Bid Submission Form**

Title of Contract:.....

NTT 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/hiring*)in accordance with the Conditions of Contract accompanying this Bid.

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 what so ever 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: .....

Contact No.: .....

Email Address: .....



### Section III b): Integrity pact

#### INTEGRITY PACT

##### 1. General

Whereas the Mr. Loday Zangpo, offtg General Manager, Corporate Service 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:

- 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

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:

- I. 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.
- II. 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.
- III. 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.
- IV. 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.

- V. 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**

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.

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(c): Price Schedule**

**PRICE SCHEDULE**

Sl.#	Model/Specification	No. of units	Rate (Per hr) inclusive of fuel and others charges.	Rate in words
1.	Hiring of one unit excavator PC 220 or 148 HP	1		

**Note: In case of any discrepancy in numeric value the value in words shall prevail.**



## Terms and condition

### A. General

#### 1. EME Specification, Duration of Hiring and Nos. of EME

Sl. No.	EME Model/Specification	Nos.	Period
1	Hiring of one unit Excavator PC 220 or 148 HP above	1	2 (Two) years

The evaluation shall be done for hydraulic excavator and the lowest bidder shall be awarded the contract accordingly.

#### 2. Model and brand of Excavator

The excavator model should be from the year 2019 or later and must be one of the following makes

- a. Kobelco
- b. Komatsu
- c. Volvo
- d. Hyundai
- e. CAT
- f. JCB

The owner is required to produce the registration certificate, insurance certificate, etc in order to ascertain the age of the machine at the time of submission of bid.

#### 3. Duration of contract

The duration of the contract shall be 2 years, and machine shall be deployed as per the instruction of DCCL.

#### 4. Deployment of the Machine

- a. The excavators PC 220 shall be deployed after the contract agreement signed in accordance with the work order without delay. The successful bidder shall maintain the required no. at all times except during the maintenance / breakdown as provided under clause no.6 of this agreement (repair and maintenance).
- b. DCCL has the right to deploy the Machine at any sites and anywhere beside the Mining site as per the requirement of the DCCL.





In the event of a plant shutdown, mine closure, or unforeseen force majeure, the owner must immediately cease machine operations upon receiving a notice order. If the owner fails to resume work after the specified notice period, DCCL reserves the right to take any action as outlined in this agreement

- c. The Machine shall not remain with engine running at work site without actually carrying out the work. In the event Excavator is found violating the above, the no. of hours kept running without actually performing the work shall be deducted from the log book.
- d. Machine shall be operated up to the required capacity and in high race mode
- e. The owner shall not remove or replace the Excavator from the site without the prior approval from the competent authority of DCCL.
- f. Engine heating and greasing time of Excavator shall not be accounted as working hours.

## 5. Scope of work

The scope of work shall be as detailed below:

- a) Any kind of mining and excavation related works,
- b) Any other miscellaneous works, which may be assigned by DCCL at any location / sites and at any point of time.

## 6. Repair and Maintenance

The Machine must be well maintained at all times to give optimum output. All costs related to repair and maintenance of the excavators shall be the responsibility of the Owner.

Three days a month shall be given to each excavator for carrying out repair and maintenance for which no payment shall be made.

## 7. Work Duration

The Machine shall be required any time, even during holidays. Viz. Sundays and government holidays for which the owner shall appropriately compensate the driver working overtime on Sundays and DCCL holidays as per the labour and employment act 2007.



The standard working hours will be a minimum of 8 hours, excluding a 1-hour lunch break. Maximum working hours will be determined based on DCCL's requirements.

## **8. Breakdown**

No charges shall be paid during the break down and during non-operation of the excavators due to mechanical failures. The following conditions shall apply during breakdown:

- a. Maximum of 10 days shall be given for repair and maintenance of the Machine during minor break down. If the machine continues to remain non -operational after the above specified period, immediate arrangement for replacement should be made failing which hourly rate shall be imposed as penalty until the excavators resume or is replaced. The penalty amount shall be deducted from the running bills.
- b. Maximum of 25 days shall be given for repair and maintenance of the machine during major break down. If the machine continues to remain non-operational after the above specified period, immediate arrangement for replacement should be made failing which hourly rate shall lead to forfeiture of the performance security. No charges will be paid for a period of breakdown.

## **9. Accident**

If the excavator suffers a major breakdown due to accident and natural disasters such as flood, earthquake, landslide and fire, replacement for the excavators lies within the scope of the owner. DCCL shall not be held accountable for replacement or repair and maintenance of excavator. As such the owner shall make an arrangement to deploy equivalent or higher machines within 45 days failing which an hourly rate shall be imposed as penalty.

## **10. P.O.L. Spare/Parts, Operation and Maintenance**

The owner must at all times maintain adequate critical spare and parts at the sites to provide uninterrupted service.

## **11. Workshop**

The owner shall set up suitable workshop at the site to carry out regular repair and maintenances of the excavator to prevent from major breakdown.



## **12. Fuel/Lubricants**

The owner shall ensure supply of adequate fuel, oil and lubricants to run the machines without stoppage.

## **13. Security**

The owner shall ensure safety and security of the excavator and operators deployed at the sites and take full responsibility should any untoward incidents occurs.

## **14. Injury/Accident at Work Place**

The owner shall take all necessary measures on the safety and welfare of its staff and workers by taking adequate safety precautions and providing appropriate PPE as deemed necessary and guard against hazardous and unsafe working conditions and comply with the instructions of the competent authority of DCCI. In the event of an injury or casualty due to accident at the work place, owner shall be liable in respect of any damages or compensations payable.

## **15. Personal Protective Equipment (PPE)**

The owner shall ensure that operators, handy boy and its staff use appropriate safety gears in the mining areas as per the Mining Rules and Regulations in place. If any penalty levied by the Regulatory Authorities/body for non-compliance, it shall be borne by the owner.

## **16. Log Books**

The owner / operators shall maintain log book of the vehicle in which working hours of the excavators shall be recorded on a daily basis. The record shall be jointly signed by the authorized representative/ operator and the competent authority of DCCI at the end of the day/work.

## **17. Facilities for Staff**





- a. The owner shall be responsible for providing all required facilities to its employees and workers at all times as per the Labour Act of the Kingdom of Bhutan and its Rules and Regulations in place.
- b. DCCL may provide the connection to power supply, land for the site office and labour camp on chargeable basis, depending on availability and convenience.

### **18. Deployment/Removal/Replacement of Staff**

- a. The owner shall deploy excavator operators with valid license, preferably with experiences in mining field. The owner is also required to arrange a fulltime qualified site supervisor/manager to oversee the function and operations of the works at site.
- b. In case of need for any changes and replacement of staff for any reason, the owner shall provide replacement that is equally qualified, skilled and experience.
- c. If the DCCL finds that any of the staff have committed serious misconduct or have been charged for criminal act, or has reasonable cause to be dissatisfied with the performance of any of the staff, then the owner shall, at the DCCL's written request specifying the grounds thereof and provide a replacement of a person with qualifications and experience acceptable to the DCCL.
- d. The owner shall have no claim for additional costs arising out of or incidental to any removal/replacement of staff.

### **19. Mutual Contract Termination**

The parties intending to terminate the contract can do so by serving one-month advance notice.

### **21. Mode of Communication**

The two parties can communicate through e-mail, mobile, telephone and social media for any kind of enquiries related to daily work performances and other official matter. It shall be respected and valid for testimony purpose for any kind of dispute settlement between the two parties.



## **B. Commercial**

### **1. Rate**

- a. The hiring rate for excavator shall be Nu.....per hour as quoted by the successful bidder.
- b. The above rate shall be inclusive of taxes, deduction & other charges and same shall remain firm for the entire period of the contract.

### **2. Fuel Price Fluctuation**

Fuel escalation will be applied in accordance with DCCI's adjustments whenever there is an increase or decrease in fuel prices. This adjustment will reference the diesel price at the fuel depot in Nganglam.

### **3. Insurance**

The owner shall have adequate insurance coverage of the excavator and its staff as per applicable and prevailing laws of the country. DCCI shall not be liable for any compensation whatsoever.

### **4. Expenses**

Food, lodge and any other expenses for the staff deployed at site shall be at owner's cost.

### **5. Bill**

The owner shall submit the bills on monthly basis after duly verified by the competent authority of DCCI..

### **6. Taxes and Duties**

Taxes and any other Duties / levies shall be deducted from the owner's bill as per the rules in vogue for which a certificate of TDS shall be issued by DCCI..



## 7. Refusal to Work

Any refusal to carry out work at the site by the staff on any reasons thereof shall be liable for penalty equivalent to the number of hours lost.

## 8. Performance Security

A lump sum Performance Security of Nu.1,000,000.00(**one million only**) in the form of Bank Guarantee which should be valid until the completion of the entire contract period should be submitted address to the CEO, DCCL.

## 9. Contract Termination

The contract shall be terminated with forfeiture of the performance security if:

- a. The owner fails to deploy required number of excavators at the sites within the prescribed date.
- b. The owner fails to replace the non-performing excavator exceeding 45 days and
- c. Breach of any terms and conditions mentioned above.

## 10. Force Majeure

Shall mean if at any time during the execution of the contract, the performance is hindered or delayed directly or indirectly beyond the parties' control, or not foreseen by parties, including but not restricted to Force Majeure condition of strike, lockouts, civil commotion, war or war like situations, insurrections or Act of God (such as hurricane, flooding, earthquake, etc.).

The party affected by such force Majeure condition shall forthwith notify in writing to the other party of the nature and extent thereof and shall make best efforts to mitigate such condition. The performance under this Agreement shall be suspended for the period during which the force Majeure condition continues.

If the force majeure conditions continue for a period of more than 30 days, the parties shall consult each other regarding the continuation of this contract or early termination of this contract with a view to arriving at an acceptable solution to avoid any or further damage/loss

## 11. Dispute and Adjudication





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

IN WITNESS WHEREOF the parties hereto have caused this AGREEMENT to be executed on the day, month and year first above written.

SIGNED BY  
For and on behalf of DCCL

SIGNED BY  
For and on behalf of the Contractor

WITNESS  
Name:

WITNESS  
Name: