

**TENDER DOCUMENT
FOR
HIRING OF THREE UNIT BACKHOE LOADER AND ONE UNIT
PAY LOADER**



DUNGSAM CEMENT CORPORATION LIMITED (DCCL)

NGANGLAM, BHUTAN.

YEAR – 2025



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Abridged Notice Inviting Tender

1. Dungsam Cement Corporation Limited (DCCL) is pleased to invite sealed bids from the private parties for hiring of three Backhoe Loader and one Pay Loader of the following machine for a period of three years as per the scope of works mentioned hereinafter.

Sl.#	Description	Number of Units	Machine Model	Location
1	Backhoe Loader	3.00	2023 or Later	Nganglam, Tshengkari
2	Pay Loader	1.00		

2. Detailed scope of services and terms and conditions are given in the Bidding Documents, which are available at the address given below as per the following schedule:

NIT No and name of the package	:	Hiring of three-unit backhoe loader and one unit pay loader
Bid receipt date & time	:	Up to 24 th February, 2025 by 3.00 pm.
Bid opening date & time	:	On 24 th February, 2025 at 3.30 pm at DCCL head office, Nganglam.
Bidding Documents shall be available at	:	DCCL website: www.dccl.bt

NOTE: The work shall be awarded to the lowest bidder upon fulfilment of the required terms and condition, (or) to the lowest average rate of the two different rates of the machines upon fulfilment of all required terms and conditions. The bidder must quote rate for both the machines (Three units' backhoe and one unit pay loader) without which the tender would be considered invalid / rejected.

3. All bids must be accompanied by a Bid Security in the amount of BTN 300,000.00 (Three Hundred Thousand) in the form of a Demand Draft or Cash Warrant, issued by any financial institution acceptable and enforceable by financial institutions in Bhutan. The Bid Security must remain valid until May 24, 2025, from the date of bid opening. Bids not accompanied by an acceptable Bid Security, as specified in the bidding documents, or bids accompanied by a Bid Security of inadequate value or validity, will be rejected by the Company at the time of opening.
4. You are requested to submit your most competitive offer in line with the instructions given in the Bidding Document in a sealed envelope with the following details:



NIT No. DCCL/Com/Proc/2025 dated February 06, 2025

Bid Receipt Date: On or before February 24, 2025

Bid Opening Date: February 24, 2025

Brief description of the services: **Hiring of three backhoe loader and one unit of pay loader.**

Bidder's Name

Bids must be addressed to:

Mr. Loday Zangpo

Head, P&MMD

Mobile No: +97577417046

Email: procurement@dccl.bt



SECTION I - INSTRUCTION TO BIDDERS (ITB)

1. Scope of Services

- 1.1 Dungsam Cement Corporation Limited (DCCL) hereafter referred to as the “DCCL” intends to hire private machines for efficiently handling, transporting, and loading raw materials, clearing debris, excavating, and maintaining site infrastructure, ensuring smooth production and operational flow.
- 1.2 The models of the three backhoe loaders and one payloaders offered should be no older than 2023 at the time of submission.
- 1.3 Upon the completion of period of hiring, DCCL may decide to extend the period of hiring at its own discretion.

2. Clarification on Bidding Document

- 2.1 The Bidder shall examine the Bidding Documents thoroughly, Bidder may request clarification promptly. Any clarification on Bidding Documents may be notified to the Company in writing, not later than the **5 days** before the submission of the bid.

3. Amendment of Bidding Documents

- 3.1 At any time prior to the deadline for submission of bids, the Company may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bid Document through an Addendum.
- 3.2 The Addendum, if any shall be available for downloading from the Company’s website by prospective Bidders. The Company may, at its discretion, extend the deadline for bid submission, if the Bidders are expected to require additional time in which to take the Addendum into account in preparation of their bid or for any other reason.

4. Modification and Withdrawal of Bids

- 4.1 No bid can be modified subsequent to the deadline for submission of bids.

5. Documents Constituting the Bid

- 5.1 The Bid to be prepared and submitted by the Bidder shall consist of the following documents:
 - a. Bid Security in accordance with ITB. 9. Bids not accompanied by the requisite bid security or inadequate value, shall not be entertained;
 - b. Signed integrity pact statement as per format attached;
 - c. A valid Trade Licence (only for licence holder);
 - d. A valid Tax Clearance Certificate (only for licence holder);
 - e. Copies of the citizenship Identity Card of the Hiring Agency and the operator proposed;
 - f. Valid Machines registration certificate
 - g. Valid Road worthiness certificate;
 - h. Valid driving licence of the operator proposed;
 - i. Valid insurance policy document.



6. Price Schedule

- 6.1 The bidder shall quote a fixed monthly hire charges usage in accordance with Bidding **Form 2: Price Schedule Form**. The hiring charges shall be inclusive of driver's payment, accommodation, fuel, maintenance cost, other consumables and all related taxes.
- 6.2 Additionally, the Bidder shall also quote rate for over time per hours.
- 6.3 Price quoted by the Successful Bidder must remain firm during the entire period of performance of the Contract and is not subject to variation.

7. Period of Validity of Bids

- 7.1 Bids shall remain valid for a period of **60 days from the date of opening**. A bid valid for a shorter period shall be rejected by the Company as non-responsive.
- 7.2 As required, the Company may request bidders to extend the period of validity of their bids. However, a bidder may refuse the request to extend the validity of its bids 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 request shall not be required or permitted to modify its bids.

8. Currency of Bid

- 8.1 The unit rates and prices quoted by the Bidder, other than BTN, shall be in a freely convertible currency.

9. Bid Security

- 9.1 The Bidder shall furnish, as part of its bid, bid security denominated in the currency and in the amount of BTN 300,000.00 (Three Hundred Thousand) only valid up to **May 26, 2025**. The Bid Security shall be submitted in the form of cash warrant/demand draft payable to the Company issued by any Financial Institution of Bhutan or any foreign bank acceptable and enforceable by Financial Institution of Bhutan.
- 9.2 The bid security shall be forfeited if a bidder withdraws its bid during the period of bid validity or if the selected Service-Provider fails to sign the Contract in accordance with ITC 18: Signing of Contract.
- 9.3 Immediately after the award of contract the bid security of all the unsuccessful bidders, shall be returned within ten (10) working days of the award of contract/Work Order.
- 9.4 The bid security of the successful bidder shall be returned immediately after signing of contract/ issue of Work Order.



10. Signing of Bids

- 10.1 The Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person who is duly authorized by the Bidder, holding a Power of Attorney, with an official seal.

11. Submission of Bids

- 11.1 The bidder(s) shall submit one original bid clearly marked **ORIGINAL**. The bid including all documents should be duly filled, signed and sealed in an envelope and addressed to and delivered at the following address or submit the documents via email in a password-protected format

Mr. Loday Zangpo
Head, P&MMD
Mobile No: +97577417046
Email: procurement@dccl.bt

- 11.2 The Bidder(s) shall also have the option of submitting the Bid in pdf format with password protection through email at the address given under Clause 11.1 above.

12. Opening of Bid

- 12.1 DCCL shall conduct the Bid(s) opening at the address, date and time specified under NIT.
- 12.2 The bid(s) will be opened in the presence of bidders or their representatives who choose to attend during the bid opening. In case due date of the opening of the bid falls on non-working days, the opening of the bid shall be on next working day at the same time.

13. Bid Evaluation

- 13.1 Bids determined to be substantially responsive to the commercial conditions will be evaluated by comparison of their quoted prices. In evaluating the bids, the Company will determine for each bids the evaluated price by adjusting the priced bid by making any correction for any arithmetical errors as follows:
- a) where there is a discrepancy between amounts in figures and in words, the amount in words will govern;
 - b) where there is discrepancy between the unit rate and the line-item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted shall govern unless in the opinion of the Company there is an obviously gross misplacement of the decimal point in the unit rate, in which case the line-item total as quoted shall govern, and the unit rate shall be corrected.
- 13.2 To assist in the evaluation, comparison of the Bids, the Company may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder that is not in response to a request by the Company shall not be considered.



14. Negotiations

- 14.1 Negotiations may be carried out with the lowest evaluated bidder, if necessary. In case of failure during negotiation with the lowest evaluated bidder, the Company shall proceed for negotiation with the next-ranked Bidder.
- 14.2 The minutes of the negotiations, signed by the company and the Bidder, shall form part of the Contract Agreement.

15. Award Criteria

- 15.1 The Company will award the Contract to the successful Bidder, after negotiation, if any, whose bid has been determined to be substantially responsive and has been determined as the lowest evaluated bid.

16. Deviation

- 16.1 Bidders shall not be permitted to take any deviation from the terms and conditions as specified in the Bidding Documents. However, any exceptions/deviations to the terms and conditions of the Bid Document should be indicated in the deviation schedule as per the Form 3: Deviation Schedule.

17. Notification of Award

- 17.1 Prior to expiry of the period of bid validity or extended validity, Company will issue Notification of Award to the successful Bidder(s). Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.

18. Signing of Contract

- 18.1 Within the time period specified in the Notification of Award, the successful bidder shall sign the contract with DCCL upon submission of Performance Security as per ITB 19.

19. Performance Security

- 19.1 The successful bidder shall submit a performance security of **BTN 2,000,000.00** (Two Million) within 15 (fifteen) days from the issuance of the Notification of Award. The performance security will be released within one (1) month of the Vehicle's formal release, subject to satisfactory fulfilment of all obligations under the Contract.
- 19.2 The performance security shall be submitted in any of the following forms:
- a) cash warrant, or
 - b) demand draft.
- 19.3 Failure of the successful Bidder to submit the above-mentioned performance security or accept the award or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid security.



20. DCCL's Right

- 20.1 DCCL's 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 company.



SECTION II - BIDDING FORMS

Form – 1: Statement of Compliance

To,
Dungsam Cement Corporation Limited (DCCL)
Nganglam, Tsheringkari.

Dear Sir/Madam,

With reference to our Bid dated.....for of Hiring of three backhoe loader and one unit of pay loader against NIT No....., we hereby conform that we have read the provisions of following clauses and further confirm that notwithstanding anything stated elsewhere to the contrary, the stipulations of these clauses are acceptable to us and we have not taken any deviation to any of these clauses anywhere in the Bid:

We further confirm that any deviation to the above clauses, found anywhere in our Bid, implicit or explicit, shall stand unconditionally withdrawn without any cost implication whatsoever to COMPANY failing which the Bid security may be forfeited.

Sealed and signed



Form – 2: Price Schedule Forms

Schedule of activities for Services [The Bidder shall fill in this table]

Sl.#	Description	Qty	UoM	Rate (Per hr)	
				In Figures	In words
1	Backhoe Loader	3.00	2023 or Later		
2	Pay Loader	1.00	2023 or Later		

Rate: The rate shall be inclusive of all expenses, including but not limited to fuel, maintenance, operation, overtime for operators, taxes, etc.

Note: In case of any discrepancy between numeric values and words, the value in words shall prevail.



SECTION III - GENERAL CONDITIONS OF CONTRACT

1. Definition

- i. The following terms and expressions used herein shall have the meaning as indicated therein:
 - a) **“Contract Price”** means the aggregate price payable to the Service Provider as specified in the Contract at the time of award, subject to such additions and adjustments thereto or deductions therefrom as may be made pursuant to the provisions of the Contract till the completion of the contract, the price so adjusted shall be termed as Executed Price;
 - b) **“Company”** means the DHI and/or its Companies applying this Document;
 - c) **“Services”** means Non-Consultancy Services which are not Consultancy Services. Non-consultancy Services are normally bid and contracted on the basis of performance of measurable outputs, and for which performance standards can be clearly identified and consistently applied. Examples include: drilling, aerial photography, satellite imagery, mapping, catering services, ticketing services, printing services, hiring of training facilities, and similar operations;
 - d) **“Completion Date”** means the date of completion of the Services by the Service Provider as certified by Company;
 - e) **“Service Provider”** means any private vehicle owner or a legal entity or registered vehicle hiring agency holding valid license, including the legal successors or permitted assigns of such entity, entering into a Contract with Company to provide Services;

2. Capacity and Number of Equipment

3-unit Backhoe Loader and 1 unit Pay Loader with minimum bucket capacity of 0.8 to 1 cu.m and 2.5 to 3.0 cubic metres respectively.

3. Accessories and additional specification:

**One of the backhoes shall be provided with following options and specification:
Bucket or breaker.**

Breaker pin shall be less than 100mm dia

The max. end – end width shall be less than 7 ft (width to be shorter than the width of a standard truck body)

Max dig-depth shall be more than six metres.

4. Age of Pay Loader

The model of pay loader shall be 2023 and later at the time of deployment.



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

5. **Duration of Hire and Deployment**

The hire duration shall be for a period of three years from the date of issue of work order, which shall be renewable based on the satisfactory performance rating of the user. Deployment of above equipment at site shall be as per the instructions of DCCL.

6. **Insurance.**

The owner shall have comprehensive insurance coverage to cover the damages for the loaders, its operator and the collateral damages on properties of DCCL as per applicable rules in vogue. No compensation shall be paid by DCCL on account of any accident during the time of operations.

7. **Repair and Maintenance.**

The machine must be well maintained at all times to give optimum service and value for money to DCCL. All costs related to repair and maintenance of the loader shall be the responsibility of the owner.

8. **Break Down.**

In the event of a break down, it should be replaced / repaired within 24 hours and beyond which the liquidated damages of an amount equivalent to 10% of the amount deemed payable in-case the machine was in operation during those delayed duration shall be deducted from the bill.

9. **Deployment of machine**

The deployment of machine shall be as per the instructions of the competent authority of DCCL and the operator shall maintain a proper log book, which shall be subject to inspection from time to time. The loaders shall be deployed at worksite on full time basis. The loaders shall be allowed to move out of the worksite only with approval of the Competent Authority.

10. **Safety gadgets**

The operators shall wear the safety gadgets and gears at all times in the work areas as per the safety rules.

11. **Operator's licence**

The loader shall be operated by a licensed operators having work experience in related field. If unlicensed operators are found operating the machine, no payment shall be paid for the duration of the work done and repeated offence shall lead to termination with forfeiture of performance security and shall be black listed for future business with DCCL.

12. **Machine verification at work site**

The engine horsepower, bucket capacity, accessories, specifications and the model of the loader shall be verified at the work site by the end user.



13. Working Hours.

The machine/operators should be available for work on 24/7 basis and the owner shall deploy adequate operators for the smooth operations. The payment shall be made based on the number of hours effectively engaged. The machine/operators shall be required to work during government holidays, Saturdays and Sundays.

14. Expenses

Food, lodge and transportation costs/expenses of loaders at site shall be at owner's cost. The contractor shall provide fooding to the operators at worksite.

15. Security

The security of the loaders shall be the responsibility of the owner.

16. Log Books

The operator should maintain a logbook in which the working hours of the loader are recorded. The machine running hours shall be verified by the concerned authority daily, and the contractor is required to submit the logbooks for verification on a daily basis, with the logbooks jointly signed/authenticated by the operators and the concerned users. Any manipulation of the logbook, if found, shall be considered a serious breach of the contractual agreement.

17. Rate

The hiring rate shall be **Nu.(.....)** for backhoe loader and **Nu.(.....)** for pay loader only per hour inclusive of fuel, taxes, deductions & other

The rate shall be revised based on the variation in fuel price.

The basis for rate revision shall be the variation of fuel price beyond the tolerance of 5% of the fuel base price. The revision can be both upward and downward

The fuel base price shall be the HSD price at BOC, Nganglam on the date of signing of the contract.

Beyond the tolerance of 5%, for variation of 1% of fuel price shall result in variation of 0.3% on Rate.

The rate shall be reviewed on every 2nd and 17th day of a month. The review of 2nd day shall fix the rate for the 1st cycle (for period of 1st-16th day of a month) and likewise the review of 17th day shall fix rate for the 2nd cycle (for period of 17th – end of the month).

18. Taxes & Duties

Taxes & duties applicable as per the Taxation Act shall be deducted from the owner's bill for which a tax deducted certificate shall be issued.

19. Bill Submission

The contractor shall raise separate bills for each cycle. The raising of bills shall not be delayed beyond two days from completion of the cycle. The payment shall be made within two months from the date of receipt of the bills by DCCL. However, no advance payment shall be entertained.



20. Performance Security.

The owner shall deposit a lump sum Performance Security of Nu.2000, 000.00 in the form of Demand Draft /Bank Guarantee addressed to MD/CEO of DCCL and payable at Bank of Bhutan, Nganglam branch at the time of signing of contract agreement.

1. Termination of the contract with forfeiture of performance security if;

- 1) The owner fails to deploy the required number of machine/operators and technical specifications of equipment.
- 2) The owner fails to replace the operators found under the influence of alcohol /substance abuse during the duty hours or engaging in anti-social activities, or causing disharmony in the community.
- 3) If the operator doesn't possess valid license as mentioned in clause no.9
- 4) Non response to written and other forms of communication with DCCL during the contract.
- 5) Breach of any of the contractual clauses in this agreement.

21. Mutual termination

Upon mutual agreement either party can terminate the contract by serving one month advance notice.

22. 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 to the Royal Court of Justice, Nganglam, Bhutan.



Integrity Pact Statement

1 General:

Whereas Ms. Sonam Choden, Manager, Contracts Section, Projects & Contract Department, representing the Druk Green Power Corporation Limited, Royal Government of Bhutan, hereinafter referred to as the **“Employer”** on one part, and (.....) representing (hereinafter referred to as the **“Bidder”** on the other part hereby execute this agreement as follows:

2 Objectives:

Whereas, the Employer and the Bidder agree to enter into this agreement, hereinafter referred to as IP, to avoid all forms of corruption or deceptive practice by following a system that is fair, transparent and free from any influence/unprejudiced dealings in the **bidding process** and **contract administration**, with a view to:

- 2.1 Enabling the Employer to obtain the desired contract at a reasonable and competitive price in conformity to the defined specifications of the works or goods or services; and
- 2.2 Enabling 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.

3. Scope:

The validity of this IP shall cover the bidding process and contract administration period.

4. Commitments of the Employer:

The Employer Commits itself to the following: -

4.1 The Employer hereby undertakes that no officials of the Employer, 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 and contract administration.

4.2 The Employer further confirms that its officials shall not favour any prospective bidder in any form that could afford an undue advantage to that particular bidder in the bidding process and contract administration and will treat all Bidders alike.

4.3 Officials of the Employer, who may have observed or noticed or have reasonable suspicion shall report to the head of the employing agency or an appropriate government office any violation or attempted violation of clauses 4.1 and 4.2.

4.4 Following report on violation of clauses 4.1 and 4.2 by official(s), through any source, necessary



disciplinary proceedings, or any other action as deemed fit, including criminal proceedings shall be initiated by the Employer and such a person shall be debarred from further dealings related to the bidding process and contract administration.

5. Commitments of Bidders

The Bidder commits himself/herself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of the bidding process and contract administration in order to secure the contract or in furtherance to secure it and in particular commits himself/herself to the following: -

5.1 The Bidder shall not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Employer, connected directly or indirectly with the bidding process and contract administration, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding process and contract administration.

5.2 The Bidder shall not collude with other parties interested in the contract to manipulate in whatsoever form or manner, the bidding process and contract administration.

5.3 If the bidder(s) have observed or noticed or have reasonable suspicion that the provisions of the IP have been violated by the procuring agency or other bidders, the bidder shall report such violations to the head of the procuring agency.

6. Sanctions for Violation:

The breach of any of the aforesaid provisions shall result in administrative charges or penal actions as per the relevant rules and laws.

6.1 The breach of the IP or commission of any offence (forgery, providing false information, misrepresentation, providing false/fake documents, bid rigging, bid steering or coercion) by the Bidder, or any one employed by him, or acting on his/her behalf (whether with or without the knowledge of the Bidder), shall be dealt with as per the terms and conditions of the contract and other provisions of the relevant laws, including De-barment Rules.

6.2 The breach of the IP or commission of any offence by the officials of the procuring agency shall be dealt with as per the rules and laws of the land in vogue.

7. Monitoring and Administration:

7.1 The respective procuring agency shall be responsible for administration and monitoring of the IP as per the relevant laws.

7.2 The bidder shall have the right to appeal as per the arbitration mechanism contained in the relevant rules. We, hereby declare that we have read and understood the clauses of this agreement and shall abide by it.



The parties hereby sign this Integrity Pact at *(place)* _____ on *(date)* _____

Affix Legal Stamp

Affix Legal Stamp

EMPLOYER

BIDDER/REPRESENTATIVE

