

NOTICE INVITING TENDER



Dungsam Cement Corporation Limited
Procurement Division
Corporate Service Department
Nganglam, Bhutan

NIT No. DCCL/Com/Proc/05/2025/ **2273**

7/11/2025

Dungsam Cement Corporation Limited (DCCL) invites sealed bids from interested bidders for sale of Scrap located at Plant **"AS IS WHERE IS" BASIS** through ***Password-protected electronic*** bids through ***E-mail*** or ***Hard copy in a sealed envelope***.

Bidding document shall be available from November 7th, 2025 to November 24th, 2025. Bids shall be received up to November 24th, 2025 at 1500 hrs. and shall be opened on the same day at 1530 hrs.

Detailed bidding document is available at DCCL website (www.dccl.bt) and can be downloaded from website free of cost during the period.


(Head PMMD)

GENERAL TERMS AND CONDITIONS

1. Scope of Bid

- 1.1 Dungsam Cement Corporation Limited hereinafter referred to as "DCCL" wishes to receive sealed bids from interested bidders for sale of scraps located at Plant **"As Is Where Is" Basis**.

1.2

2. Eligible Bidders

- 2.1 Valid trade license

- 2.2 Valid tax clearance certificate (for Bhutanese bidders).

3. Cost of Bidding

- 3.1 The bidder shall bear all costs associated with the preparation and submission of its Bid and the DCCL shall, in no case, be responsible or liable for those costs.

4. Clarification of Bidding Documents

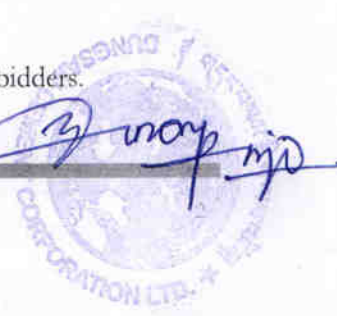
- 4.1 Prospective bidders requiring any further information or clarification on the bidding documents may notify DCCL in writing. DCCL shall respond in writing to all the bidders who have registered to any request for information or clarification of the Bidding Documents provided the request is received not later than **November 24th, 2025**. The contact details for sending clarifications are as under:

Procurement Division
Corporate Service Department
Dungsam Cement Corporation Limited
Nganglam, Bhutan
Mobile: 77417046
Email Id: procurement@dccl.bt

5. Amendment of Bidding Documents

- 5.1 At any time prior to the deadline for submission of bids but not later than **November 24th, 2025** DCCL may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the Bidding Documents by addendum. The amendments shall be uploaded to its website and sent to the bidders who have registered with DCCL.

- 5.2 The amendment shall be part of the Bidding Documents and will be binding on all bidders.



- 5.3 In order to allow prospective bidders reasonable time in which to take the addendum/amendment into account in preparing their bids, DCCL may at its discretion, extend the deadline for submission of bids.

6. **Bid Price**

- 6.1 Unless stated otherwise in the Bidding Documents, sale shall be on **"As Is Where Is" Basis**.

- 6.2 Any interlineation, erasures, overwriting, cutting or alteration shall only be valid if they are initialed by the authorized signatory to the bid.

- 6.3 DCCL shall release the scrap on a lot basis to the highest bidder for each lot, as indicated in the price schedule, provided that the bid rates are equal to or higher than the reserve prices or as decided by the Tender Committee.

7. **Period of Validity of Bids**

- 7.1 30 days from the bid opening date

8. **Bid Security**

- 8.1 The bidder shall submit along with the Bid, a Bid Security equivalent to Nu/Rs 30,500.00 for each lot in the form of Demand Draft/Cash Warrant from any financial institution of Bhutan or cash deposit to DCCL account.

- 8.2 Any bid not secured in accordance with Clause 8.1 shall be rejected as non-responsive.

- 8.3 The Bid Security of the successful bidders shall not be adjusted against the money to be deposited for performance security.

- 8.4 The Bid Security of the unsuccessful bidders whose bid is unsuccessful shall be released upon issuance of the Letter of Award to the successful bidders.

- 8.5 The bid security shall be forfeited if:

- i. A Bidder withdraws his/her bids during the period of bid validity specified by the bidder; or
- ii. If a Bidder does not accept the arithmetical corrections of its bid price.

9. **Performance Security**

The successful bidder shall submit a performance security of 10% bid value only in the form of

unconditional and irrevocable bank guarantee or cash warrant or cash deposit directly to DCCL account valid until one months after contract completion.

10. Integrity Pact Statement

- 10.1 The bidder shall sign the integrity pact statement as per the format provided and submit along with the bid.

11. Signing, Sealing, Submission and Opening of Bids

- 11.1 All the pages of the bid shall be signed by the bidder. All envelopes shall be sealed with adhesive or other sealant to prevent re-opening and each envelope shall have the NIT title and Reference number. DCCL shall not be responsible for the loss or incomplete of the bid if it is not sealed as required. The bidder shall indicate the name and address of the bidder on the envelope to enable the bid to be returned unopened in case it is declared "Late".

- 11.2 All bids are to be completed and submitted to the following address as per the terms and conditions of document within 1500 Hrs. s(BST) on November 24th, 2025

Chief Executive Officer
Dungsam Cement Corporation Limited
Nganglam, Bhutan

- 11.3 Bids shall be opened on November 24th, 2025 at 1530 Hrs. (BST) in the presence of any bidder(s) or their authorized representative (**one only**) who wishes to attend the bid opening.

- 11.4 DCCL shall prepare a record of Bid opening which shall include the following:

- i) NIT title and reference number
- ii) Bid submission date and time
- iii) The date, time and place of bid opening
- iv) Bid price, offered by the bidder including any discount
- v) The presence or absence of bid security and its amount
- vi) The name and nationality of each bidder
- vii) The name and signature of attendees at the Bid opening

12. Late Bid

- 12.1 Any bids received by DCCL after the deadline for submission of the bid prescribed by DCCL, pursuant to Sub Clause 11.2 shall be declared "Late" and returned unopened to the bidder.

13. One Bid per Bidder

- 13.1 Each bidder shall submit only one bid against NIT either by self or as a partner. Any bidder who

submits more than one Bid against NIT shall be disqualified.

14. Substitution, Modification and Withdrawal of Bids

- 14.1 The bidder's may withdraw, substitute or modify its bid after it has been submitted by sending a written withdrawal/substitution/modification notice prior to the deadline for submission of bids, duly signed by an authorized representative. The bid requested to be withdrawn shall be sent unopened to the bidder.
- 14.2 The substitution or modification of the bid must be prepared, sealed and marked in accordance with provisions under Clause 11.
- 14.3 No bid shall be substituted or modified after the deadline for submission of bids.

15. Correction of Arithmetical Errors in Price Bid

- 15.1 Evaluation Committee will correct any arithmetic errors.

16. Inspection of Disposal items

- 16.1 The bidders are expected to visit and inspect the disposal items to assess the actual conditions on "**As Is Where Is**" Basis during the working hours between 900 hrs.to 1700 hrs. except on Saturdays, Sundays and Government Holidays. The visit shall entirely be for inspection of disposal items. DCCL also reserves the right to postpone the visit and inspection of items and selectively allow the entry of Bidder or its authorized representative.
- 16.2 The focal persons for inspection of disposal items is:

Mr. Kintu Chairman Disposal Committee 17616877

17. Rights to Accept and Reject any or all Bids

- 17.1 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 award of contract, without thereby incurring any liability to the affected bidders or any obligation to inform the affected bidders of the grounds for DCCL's actions.

18. Letter of Award

- 18.1 The contract shall be awarded to the highest evaluated responsive bidder per **Lot basis**. DCCL

reserves the right to award items individually or collectively.

18.2 DCCL reserves the right to reject any or all bids without assigning reasons.

19. Release of Disposal Items

19.1 The disposal items shall be released to the successful Bidder by the authorized representatives (DCM) after the bidder's truck has been loaded and weigh slip generated from DCCL Weigh Bridge.

19.2 Successful bidder shall make payment as below before the scrap carrying vehicle exists DCCL Premises.

- Total Amount= Quantity at weigh bridge (X) Rate quoted.

20. Demurrage Charges

20.1 The successful bidder shall complete the lifting of the disposal items within 30 days from the date of issuance of the work order. After which demurrage charges of **0.3% per day**, subject to a maximum of **10% of the bid value**. **Thereafter, the contract shall be terminated with the forfeiture of the performance security.**

21. Quantity Variations

21.1 Quantities variations, if any during the final measurement of the scraps shall be adjusted by depositing additional money to the DCCL's account in case of plus (+) variations.

22. Scope of Work

The successful bidder (hereafter "Scrap Contractor") shall:

22.1 **Lift, cut, load, and transport** all scrap items.

22.2 Provide all labour, machinery, tools, and consumables required for removal.

22.3 Ensure strict compliance with DCCL's safety, environmental, and security regulations while on site and upon completion of lifting.



23. Price Schedule

Lot Nos	Material Description	Estimated Qty	Reserve Rate (Nu/ kg)	Rate (Nu. / kg)
1	Metal Scrap	50000 KG	30.50	
2		50000 KG		
3		50000 KG		

Note.

- ✓ *All bidders may quote for one or all the lots, and the award will be made to the highest offered bid*
- ✓ *Scrap shall be lifted on a first-come, first-served basis. Thereby the successful bidder turning up late or having slow progress may have to do more cutting works as the smaller pieces could be collected by the bidders deploying early or having steady and fast pace.*
- ✓ *The lifting duration shall be 30 days for each bidder irrespective of the number of lots awarded.*

24. Contract Duration

The contract duration shall be for 30 days from the date of issue of work order.

25. Mobilization & Equipment

The Scrap Contractor shall be **solely liable for arranging all machinery, labour, safety gear, fuel, and any other expenses** required for lifting, cutting, loading, and transportation.

26. Weighment

Weights recorded at DCCL's designated weighbridge shall be final and binding for billing.

27. Environment, Health & Safety



All activities must comply with prevailing environmental regulations and DCCL's OHS guidelines. Welding/cutting must be carried out by certified personnel with appropriate fire-safety precautions.

28. **Site Restoration**

Upon completion, the Scrap Dealer shall clear debris, level the ground, and restore the site to DCCL's satisfaction.

29. **Dispute Resolutions**

All disputes arising from this contract between DCCL and Customer under this contract shall be settled through adjudication at the Royal Court of Justice in Nganglam, Bhutan.



Section III (1): Bid Submission Form

Title of Contract.....

NTT No.....

Date:

To:

.....,

.....,

Dungsam Cement Corporation Ltd

Nganglam: Bhutan

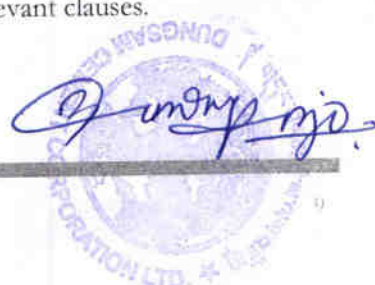
We, the undersigned, declare that:

Having examined all the Bidding Documents, including addenda *[insert list]*, we offer to execute the *(name and title of the contract/ 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 clause3 and has 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:



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

1.....

1.....

.....
.....

Form 1: Bidder's information Form

(The Bidder shall fill in this form in accordance with the instructions indicated below)

Date:.....[Insert date of Bid submission].....

Disposal Tender No.....

1. Bidder's Legal Name:	
2. CID No. / Trade License	
3. Address:	
4. Telephone/Mobile/Fax Number:	
5. E-mail address:	



A handwritten signature in blue ink is written over a circular purple stamp. The stamp contains the text "CORPORATION LTD." and some other illegible text.