

**TENDER DOCUMENT FOR TRANSPORTATION OF CEMENT TO  
PHPA-I PROJECT SITE**



2026

**DUNGSAM CEMENT CORPORATION LIMITED**

**NGANGLAM, BHUTAN.**





## Notice Inviting Tender

Dungsam Cement Corporation Limited is pleased to invite bids from the eligible National bidders for Transportation of cement from the DCCL Plant 1000 located at Nganglam to PHPA-I in Wangduephodrang.

Detailed terms and conditions of services are given in the Bidding Documents.

|                                  |   |  |
|----------------------------------|---|--|
| NIT No.                          | : | DCCL/COM/PROC/05/2026/639  |
| Last date for Bid receipt & time | : | Up to 22 <sup>nd</sup> April 2026 by 1500 Hrs at the DCCL, Corporate Office. |
| Bid Opening                      | : | 22 <sup>nd</sup> April 2026 by 1530 Hrs at the DCCL, Corporate Office        |

All Bids must be accompanied by Bid Security for an amount of Nu.50,000.00(Fifty Thousand) only in the form of Demand Draft /Cash Warrant / Bank Guarantee in the favor of the Chief Executive Officer, DCCL issued by any Financial Institutions acceptable and enforceable by Financial Institutions in Bhutan and shall remain valid for six month. Bids not accompanied by an acceptable Bid security as specified in Bidding Documents or Bids accompanied with Bid Security of inadequate value and invalid shall be rejected by the Company at the time of evaluation.

You are requested to submit the most competitive offer in line with the instructions given in the Bidding Document in a sealed envelope with the following details and contact the following official for clarifications.

Name: Mr. Kintu

Designation: Dy Chief Logistic

Phone No. 17111993





**SECTION I: TERMS AND CONDITIONS**

**1. Services and Performance Requirements of the Transporter**

- a) **Destination/Consignee:** The Transporter shall be responsible for Transportation of cement from the Plant 1000 located at Nganglam to PHPA-I in Wangduephodrang.
- b) **Destination and Routes:** The primary and secondary routes for transportation of cement from Plant 1000 at Nganglam to PHPA-I in Wangduephodrang are as follows.

| SN | Destination |   |        | Distance KM |       | Total | Routes                    |
|----|-------------|---|--------|-------------|-------|-------|---------------------------|
|    | From        | Via   | To     | Plain       | Hill  |       |                           |
| 1  | Nganglam    | <i>Gelephu_Sarpang_Dam<br/>phu_Kamichu_Baychu_<br/>Rurichu_Sathkilo</i> | PHEP I | 214.0       | 154.0 | 368.0 | <i>Primary<br/>Route</i>  |
| 2  | Nganglam    | <i>Panbang_Tingtibi_Tron<br/>gsa_Wangdue</i>                            | PHEP I |             | 373.0 | 373.0 | <i>Internal<br/>Route</i> |

- c) **Alternative Route:** As and when the primary routes are not available for the reasons such as road block, strikes and other in India, the Transporter shall use the alternative /internal route specified in Clause No. 1 (b) only with prior approval from the competent authority.
- d) **Minimum Vehicle Requirement:** The transporter shall possess minimum fleet mentioned below.

| Minimum Owned Vehicle Required | Minimum Hired Vehicle Required | Total |
|--------------------------------|--------------------------------|-------|
| 20                             | 20                             | 40    |

- e) The Transporter may be required to transport cement to other destinations/routes at the discretion of the Company.
- f) The Transporter shall deploy adequate number of trucks as per the daily vehicle deployment schedule provided by DCCL.
- g) The Transporter shall ensure timely and efficient deployment and delivery of cement to its designated route/site.





- h) It shall be the responsibility of transporter to ensure that the relevant documents of their vehicles are valid and up to date as required by the laws of Bhutan and India.

## 2. Freight Rates, Payments and Revision

- a) **Freight Rate:** The Company shall pay the Transporter an all-inclusive freight charge per MT as given in Annexure A for cement transported from Plant 1000 Nganglam to PHPA- I Project through the primary and internal route/secondary routes.
- b) The rate is inclusive of all taxes, duties, cost of fuel and incidental expenses from the point of loading at DCCL Plant Site to the designated destination.
- c) The rate is based on the assumption that trucks will be allowed to carry loads as per BCTA rules. Any cost incurred by the Transporter and/or his truckers for carrying loads beyond limits prescribed by RCTA shall be borne by the Transporter.
- d) The rate is fixed for the duration of the Contract, except for amendment due to a change in the price of fuel.
- e) **Change in Price of Fuel:** The hiring rate shall apply only if the one-time variation (difference between two consecutive fuel prices) exceeds 5% and the rate shall be revised by 0.3% of the base rate for every 1% increase or decrease in fuel price beyond the 5% tolerance threshold.
- f) The Company shall accordingly adjust the freight and the new freight shall be notified.
- g) **Payments to the Transporter:** The Transporter shall submit his monthly bill by the 10<sup>th</sup> day of the following month. Any bill submitted later than that shall not be entertained for payment in that month.
- h) The Company shall make payments to the Transporters within a month on the receipt of original bills and all supporting documents. The Company shall not be responsible for any delay in payment caused by incomplete or wrong submission of bills.
- i) All bank charges related to the payment of bills by the Company shall be borne by the Transporter.





- j) The Company shall not make any advance payments of freight charges.
- k) **Deduction and Retention:** The Company shall make tax deduction at source (TDS) as per the prevailing taxation laws of Bhutan from every payment of freight charges made to the Transporter.
- l) The Company shall provide TDS Certificates to the Transporter on a timely basis.
- m) The Company shall retain 0.5% from every bill submitted by the Transporter. The accumulated amount shall serve as additional performance bond and shall be refunded to the Transporter on the expiry of the Contract.
- n) The Company shall not pay any interest on the amount collected as above.
- o) Any expenditure incurred by the Company on behalf of the Transporter shall be deducted from the payments/bills the Company owes to the Transporter.

### 3. Obligations and Rights of the Company

- a) **Communication of Monthly Performance Target:** The Company shall inform the Transporter in writing about his monthly target (volume of cement to be transported and number of trucks to be deployed) by the first week of the running month, based on the requirements of its clients.
- b) The quantity of cement to be transported by the Transporter shall be decided by DCCL and shall be conveyed to the Transporter from time to time.
- c) **Loading of Cement:** Loading of cement at the DCCL Plant site shall be done on a 24x7 basis. However, DCCL shall notify the Transporter about any change in the timing of loading or about any interruption/shutdown of the plant.
- d) The Company shall not be liable to pay any compensation to the Transporter, its truckers and workers, whatsoever, in case of the unavailability of cement loads at plant/ depots due to breakdown and shutdown of factory. However, the Company shall inform the Transporter at least one week in advance about the shutdown of the plant due to scheduled maintenance.





- e) In case of shutdown caused by unforeseen circumstances, the Company shall inform the Transporter as soon as possible and within a day of the shutdown.
- f) **Engagement of alternative/additional Transporters:** If the Transporter fails to deliver the targeted cement quantity on time, the Company shall have the discretion to engage alternative/additional transporter.

#### 4. Obligations and Rights of the Transporter

- a) **Transporter's Office:** If not already existing, the Transporter shall set up an office at Nganglam Town at his own cost for better co-ordination with the Company's Logistic Division during the deployment of the trucks. The Transporter may be allowed to employ a representative on formal letter of authority submitted to DCCL and on approval of the same by the Company.
- b) **Focal Person:** The Transporter shall have a dedicated staff posted at its office in Nganglam, who will coordinate with DCCL on all matters related to transportation of cement.
- c) **Liaisoning:** The Transporter shall maintain a close liaison with DCCL's Logistics Division (under the Sales and Marketing Department) and concerned cement buyers to facilitate timely loading, dispatch and delivery of cement.
- d) **Monthly Performance:** The Transporter shall achieve at least 90% of its monthly performance quota. In case of failure to meet the monthly performance target, the Transporter shall be issued with a warning. However, if the transporter fails to deliver as per the supply schedule for two consecutive months despite warning, the contract may be terminated upon assessing the hindrances and works.
- e) **Vehicle Poaching:** At any point of time, no single trucker shall have the freedom to operate through more than one transporter. Any change of transporter in such case shall be permissible only after approval from DCCL Logistic Division with the submission of No Objection Letter by Transporter.
- f) **Termination of Contract:** The Transporter shall have the right to terminate this Contract as per clause 14 (f) of this Contract.

#### 5. Deployment, Loading and Dispatch of Trucks





The Transporter shall abide by the key operating procedure related to the deployment, loading and dispatch of trucks and the delivery of cement as detailed in the Company's SOP. The key features of the procedures are as follows:

**Deployment of Trucks:** The Transporter shall deploy adequate number of trucks on a regular basis, based on the requirement communicated by the Company from time to time as per daily vehicle deployment schedule (DVDS).

- a) The Transporter shall ensure that the condition of trucks deployed under this contract is suitable for loading and transportation of cement.
- b) Trucks shall be placed and formalities related to loading and dispatch completed on a first-come-first served basis.
- c) **Loading Slip:** The Transporter shall deploy trucks with a loading slip duly signed by official representative.
- d) It is the responsibility of the Transporter to ensure that accurate information, including the registration number of the truck and other details, is provided on the loading slip in accordance with the sample attached in Annexure B.
- e) DCCL shall not be held responsible for any mistake and misinformation in the loading slip.
- f) **Physical verification of Truck:** Once a truck arrives at the DCCL premise with a Loading Slip, a member of the DCCL Logistics Division shall verify the physical presence of the truck to avoid proxy registration of the vehicle.
- g) **Registration and Loading Challan:** On arrival at the DCCL premise with a seal and signed loading slip by transporter, a truck shall proceed to the Company's Sales Counter, where it shall be registered and issued with a Loading Challan.
- h) **Weighing and Loading of Truck:** The truck shall then move towards the cement loading site, passing through the weigh bridge, where its tare weight is taken.
- i) Individual truckers shall be responsible for all opening and closing of the tailboards of their trucks and for removal of any item in the wagons.
- j) Once loaded, the truck shall return to the weigh bridge, where its gross weight shall be taken.





- k) Trucks shall carry load as per the capacity certified by RSTA in their Registration Certificates.
- l) **Inspection and dispatch of Truck:** A loaded truck shall be inspected for proper sealing and protection of the cement load. Thereafter, it shall be issued with a Sales Invoice and allowed to move to its designated destination.
- m) The Transporter shall not claim any detention charges, whatsoever, for any delay either at the loading or delivery point.
- n) After being registered at the DCCL Sales Counter, no truck shall return without load. A truck failing to show up for loading as per its turn will have to restart the process in order to receive load.
- o) It shall be the Transporter's responsibility to educate its truckers on the operating procedures from the placement of a truck to the delivery of goods. A truck which is found violating and/or not conforming to any of the procedures repeatedly shall be blacklisted.

## 6. Delivery of Cement

- a) **Insurance of Goods:** As the Transporter shall be responsible for any loss of goods in transit for any reason whatsoever, it shall be his responsibility to have appropriate insurance coverage for the transit of goods from the loading point to the point of delivery.
- b) **Delivery:** The Transporter shall deliver cement only to the designated consignee as mentioned in the Company's Sales Invoice and other related documents.
- c) The truckers shall produce a seal and signature in the Delivery Challan, Invoice and Transporters Challan to authenticate the delivery of consignment.
- d) **Deflection of Cement:** The Transporter shall ensure that cement is not offloaded or deflected. For any loss of cement due to deflection and offloading, the Transporter shall be levied a penalty equivalent to the landed cost of the consignment plus 30% of the landed cost. Repeated deflection of cement or by considering the gravity of incidence during deflection, it shall lead to the termination of contract, besides having to pay the penalty.





- e) **Trans-shipment of Cement:** Transporters shall not tranship cement under normal circumstances. In case trans-shipment is unavoidable due to emergency situations such as breakdowns and accidents the Transporter, shall obtain prior approval from the Company. In case of failure, the penalty of 30% of the landed cost of cement shall be imposed.
- f) **Tampering and Adulteration of Cement:** The Transporters shall not indulge in any adulteration or tampering of cement and shall deliver a consignment in good condition and to the satisfaction of the consignee. A Transporter shall be levied a penalty equivalent to the landed cost of the consignment plus 30% of the landed cost for an instance of tampering and adulteration and may result in the termination of the contract.
- g) **Sealing and Protection of Cement:** The Transporter shall ensure that all trucks carrying cement are adequately covered with tarpaulin.

For any damage to a consignment because of inadequate covering and protection, the Transporter shall be penalized at the full landed cost of the consignment plus 30% of the landed cost.

- h) **Case of Truck Accident:** If cement is damaged en-route to its destination due to an accident of the truck, the Transporter shall be liable to compensate the Company at the ex-factory price of cement, based on due verification of the Royal Bhutan Police. Likewise, the accident in India shall also be supported with Indian FIR.

## 7. Code of Conduct of Truckers and Handy Boys

- a) The Transporter shall ensure that the truckers and their handy boys follow basic level of decency and decorum while dealing with relevant officials of DCCL and within the premises of the Company.
- b) Truckers and their handy boys shall be liable for punishment and penalty as per the laws of the land and the rules and regulations of the Company, for any breach of decorum and behaviour.
- c) It shall be the responsibility of the Transporter to educate and create awareness among the truckers and their assistants on all rules and procedures.





- d) No other person of the Transporter, except the Transporter, his truckers and their handy boys shall be allowed into the DCCL premise, without the expressed permission of the Company.
- e) The company shall not be responsible for any untoward incident as a result of non-adherence to this clause by the Transporter and/or his truckers and handy boys.
- e) The transporter shall ensure that the drivers and handy boys comply to all the protocols required by health/DCCL in the context of disease outbreak prevention. The failure to comply may result in forwarding the case to the concerned authority and termination of the contract.

#### 8. Emergency Deployment of Trucks

The Transporter shall place trucks for loading /handling of cement as and when required based on the need of the Company. During such instances, the Company shall negotiate freight rates with the Transporter based on prevailing market rates.

#### 9. Penalty

- a) It shall be the responsibility of the Transporter to pay any fine, penalty or levies imposed by RSTA, Motor Vehicle Inspectors or any other law enforcement agencies of India and/or Bhutan for overloading, traffic rules violation or for failing to produce documents related to the consignment or movement of the truck.
- b) DCCL shall not be liable for the same under any circumstances.

#### 10. Littering in the parking/loading area

All Transporters shall brief their individual truck drivers and handy boys not to resort to littering. DCCL shall commence cleaning activities as and when needed. Transporters shall ensure to engage those truckers who are in waiting list shall attend compulsory without fail during above period. In case of non-compliance to the above notification by the individual truckers a penalty of Nu. 300/- shall be deducted from the Transporters bill against the list of violators by the DCCL logistic person/security personnel.

#### 11. Force Majeure

- a) Force Majeure conditions shall arise and apply, if any time during the execution of this contract, the performance of either party to this contract, is hindered or delayed directly or indirectly by





factors beyond the control of either Party or unforeseen by either Party, including but not restricted to the following:

- i) Act(s) of God
  - ii) War (whether declared or not) or hostilities or acts of public enemy
  - iii) Riot, civil commotion or sabotage
  - iv) Strikes, lockouts or other industrial actions taken by employees
- b) The Party affected by a force majeure condition shall forthwith notify in writing the other Party of the nature and extent thereof and shall make best efforts to mitigate the condition.
- c) The performance and obligations under this contract shall be suspended for the period during which the force majeure condition takes place, but not thereafter.
- d) If the force majeure condition continues for a period of more than 30 days, the Parties shall consult each other and shall arrive at an appropriate mutually acceptable solution, including the possibility of continuing this contract or an early termination of the contract, so as to avoid any further damage/loss.

## 12. Validity of the Contract

This Contract shall be valid for a period of 1 year from the date of signing of the contract agreement.

## 13. Performance security

The supplier shall deposit a Performance Security of Nu.1,000,000.00 only in the form of Bank Guarantee addressed to CEO of DCCL and payable at Bank of Bhutan, Nganglam branch and the validity period of bank guarantee shall be 2 years from the date of signing of contract agreement.

## 14. Termination of Contract

The Company shall have the right to terminate this contract with forfeiture of the Performance Security, with a notice period of one month, depending upon the gravity of the circumstances under the following situations:





- a) If the Transporter fails to achieve 90% of monthly targets for two consecutive months. DCCL may consider the termination of contract after assessing the hindrance of work at clients site.
- b) If the Transporter resorts to offloading and transshipment of cement without the explicit permission of the Company.
- c) If the Transporter indulges in deflection of cement.
- d) If the Transporter resorts to adulteration and tampering of cement/cement bag, leading to rejection of cement by the consignee.
- e) Depending upon the gravity of incidence, if the Transporter/Truckers contravene or violate any other provision of this contract OR create unwanted nuisance, verbal abuses and social disharmony within the premise of the company.
- f) The Transporter shall have the right to terminate this Contract in his own interest by serving one month notice period to the Company with the forfeiture of Performance Security.

## 15. Indemnity

- a) The Transporter shall indemnify and hold DCCL free from any and all claims, demands, liability, loss or damage of any kind (including, but not limited to, the loss of or damage to the consignment) arising in any manner out of and/or attributable to the operations, acts, omissions and violations of the Transporter.
- b) The Transporter shall indemnify DCCL for any violation of national and international laws or any act or omission of the Transporter or his or her employees or his or her truckers related to this contract.
- c) DCCL shall not be tied to any court of law for any offence or violations committed by the Transporters, by his truckers, employees or his representatives.
- d) The Company shall indemnify and hold the Transporter free from any and all claims, demands, liability, loss or damage of any kind arising in any manner out of and/or attributable to the operations, acts or omissions of the Company.

## 16. Adjudication and Legal Jurisdiction





- a) Any dispute arising from this contract between the two Parties shall be adjudicated in the Royal Court of Justice, Nganglam, Bhutan.
- b) If at any time, any question, dispute or difference arises between the Company and the Transporter in connection with this Contract, either party shall, after serving one week's notice to the other party as to the existence of dispute or difference specifying the nature and the point of issue, call for a discussion at a place and time convenient to and with the consent of the other party.
- c) If the disputes and differences of the Contract cannot be settled amicably, the affected party shall file a case at the Royal Court of Justice, Nganglam and obtain compensation and relief as per the provisions of this Contract.
- d) Performance of the Contract shall be suspended on the day a case is filed by either party to the Royal Court of Justice till the settlement of the case.
- e) When the performance of the Contract is suspended, the Company shall be at liberty to appoint an alternate Transporter for the duration of suspension or for a term as may be agreed between the Company and the Alternate Transporter.

**Annexure A: Freight Rate.**

| S<br>N | Destination |   |         | Distance KM |        | Total  | Routes                    | Freight Per<br>MT |
|--------|-------------|---|---------|-------------|--------|--------|---------------------------|-------------------|
|        | From        | Via   | To      | Plain       | Hill   |        |                           |                   |
| 1      | Nganglam    | <i>Gelephu_Sarpang_Dampbu<br/>_Kamichu_Baychu_Rurichu<br/>_Sathkilo</i> | PHAP- I | 214.00      | 154.00 | 368.00 | <b>Primary<br/>Route</b>  |                   |
| 2      | Nganglam    | <i>Panbang_Tingtibi_Trongsa<br/>_Wangdue</i>                            | PHPA- I |             | 373.00 | 373.00 | <b>Internal<br/>Route</b> |                   |



