

DUNGSAM CEMENT CORPORATION LIMITED (DCCL)



a **dhi** Company

BIDDING DOCUMENT FOR TRANSPORTATION OF OVERBURDEN (OB) AT DCCL MINES

DOMESTIC COMPETITIVE BIDDING

2026



TABLE OF CONTENTS

NOTICE INVITING QUOTATION (NIQ).....	3
SECTION I - INSTRUCTION TO BIDDERS (ITB)	5
SECTION II - BIDDING FORMS	9
SECTION III- GENERAL CONDITIONS OF CONTRACT.....	12
SECTION-IV: TERMS OF REFERENCE and TECHNICAL SPECIFICATION	17



NOTICE INVITING QUOTATION (NIQ)

1. Dungsam Cement Corporation Limited is pleased to invite bids from the eligible bidders for Transportation of Overburden at the Mines as per the scope of works mentioned here under:
2. Detailed specifications, scope of work, and terms and conditions of services are given in the Bidding Documents, which are available at address given below:

NIQ No.	:	DCCL/COM/PROC/05/2026/
Last date for Bid receipt & time	:	13 th August 2026 by 1500 Hrs at the DCCL, Corporate Office.
Bid opening date & time	:	13 th August 2026 at 1530 Hrs DCCL, Corporate Office

All Bids must be accompanied by Bid Security for an amount of **Nu.200,000.00**(Two hundred 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 until 13th October 2026. 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 opening.

3. 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:

NIT No. DCCL/COM/PROC/05/2026/

Bid Receipt date _____

Brief description of the services: Transportation of Overburden at Mines

Bidder's Name _____

4. Offers must be addressed to:
The Chief Executive Officer
Dungsam Cement Corporation Limited
Nganglam, Pemagatshel



5. Contact Personnel

Interested bidders may contact the following person (Nodal officer) for any clarification:

Name: Mr. Tshetup Wangdi

Designation: Head, Mines

Mobile No. +975-17527160

E-mail: tshetup.wangdi468@dccl.bt



1. SITE VISIT

- 1.1 The Bidder, at his/her own responsibility and risk, is encouraged to visit and examine the Sites to obtain all information that may be necessary for preparing the Bid. Costs incurred while paying a Site visit shall be at the Bidder's scope.

2. CLARIFICATION ON BIDDING DOCUMENT

- 2.1 The Bidder shall examine the Bidding Documents thoroughly and may request for clarification if needed. Any clarifications on Bidding Documents may be notified to the Company in writing within five days from submission of the bid.

3. AMENDMENT OF BIDDING DOCUMENTS

- 3.1 Prior to the deadline for submission of the bids, the Company may for any reasons, 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 download 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 to take the Addendum into account in preparation of their bid or for any other reasons.

4. MODIFICATION AND WITHDRAWAL OF BIDS

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

5. PRICE SCHEDULE

- 5.1 Price shall be quoted in accordance with Bidding **Form 2: Price Schedule Form**
- 5.2 Price quoted by the Successful Bidder must remain firm during the entire period of Performance of the Contract and is not subject to variation.

6. PERIOD OF VALIDITY OF BIDS

- 6.1 Bids shall remain valid for a period of 60 days. A bid valid for a shorter period shall be rejected by the Company as consider it as non-responsive.
- 6.2 As required, the Company may request the bidders to extend the period of validity of their Bids. However, the bidder may refuse the request to extend the validity of its Bids without forfeiting its Bid Security. The bidder granting request shall not be required or permitted to modify its Bids.



7. CURRENCY OF BID

- 7.1 The unit rates and prices quoted by the Bidder should be in Ngultrum (Nu.)

8. BID SECURITY

- 8.1 The Bidder shall furnish, as part of its Bid, Bid Security denominated in the currency and in the amount of Nu. 200, 000.00 valid up to **13th October 2026**. The Bid Security shall be submitted in the form of an irrevocable Bank Guarantee /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.
- 8.2 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 ITB 17-Signing of Contract.
- 8.3 Immediately after award of the contract, the Bid Security of all unsuccessful bidders, shall be returned within fifteen (15) working days from the award of the Contract/Work Order.
- 8.4 The Bid Security of the successful bidder shall be returned immediately after signing the contract and issuance of the Work Order.

9. SIGNING OF BIDS

- 9.1 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.

10. SUBMISSION OF BIDS

- 10.1 The bidder(s) shall submit one original Bid clearly marked ORIGINAL and another marked as COPY. The bid including all documents should be duly filled, signed and sealed in an envelope and delivered at the following address:

The Chief Executive Officer
Dungsam Cement Corporation Limited
Nganglam, Pemagatshel.

The submissions of the Bid(s) by electronic means are not acceptable



11. OPENING OF BID

- 11.1 The Bid(s) will be opened in presence of the bidders or their representatives who choose to attend it on 13th August 2026 at 1530 Hours at DCCL, Corporate Office at Nganglam. In case due date for opening of the Bids falls on non-working days, opening of the bid shall be on the next working day at the same time.

12. BID EVALUATION

- 12.1 The Bids determined to be substantially responsive to the technical specifications and commercial conditions shall be evaluated by comparing their quoted prices. While evaluating the bids, the Company shall determine for each bids the evaluated price by adjusting the priced bid by making any correction for any arithmetical errors as follows:
- i. Where there is a discrepancy between amounts in figures and in words, the amount in words will govern;
 - ii. Where there is discrepancy between the unit rate and 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.
- 12.2 To assist in the evaluation and 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 made by the Company shall not be considered.

13. NEGOTIATIONS

- 13.1 Negotiations may be carried out with the lowest evaluated bidder. In case of failure during negotiation with the lowest evaluated bidder, the Company shall proceed for negotiation with the next-ranked Bidder.
- 13.2 Minutes of the negotiations, signed by the company and the Bidder, shall form part of the Contract Agreement.

14. AWARD CRITERIA

- 14.1 The Company will award the Contract to successful Bidder, after negotiation, if any, whose bid has been determined to be substantially responsive and has been determined as the lowest evaluated bid.
- 14.2 However, the Company also reserves the right to accept or reject any bid(s) or all bids and to annul the bidding process and reject all Bids at any time prior to awarding the



Contract thereby incurring any liability to Bidders or any obligation to inform the affected Bidders on the grounds for such action of the Company.

15.DEVIATION

- 15.1 Bidders shall not be permitted to take any deviation from the terms and conditions as specified in the Bidding Documents.

16.NOTIFICATION OF AWARD

- 16.1 Prior to expiry of the Bid validity or extended validity, the Company shall issue Notification of Award (NoA) to successful Bidder. Until a formal Contract is prepared and executed, the NoA shall constitute as a Binding Contract.

17.SIGNING OF CONTRACT

- 17.1 Within the time period specified in the NoA, the successful bidder shall sign the contract or a Service Order shall be issued by the Company upon submission of Performance Security as per ITB 18.

18.PERFORMANCE SECURITY

- 18.1 The successful Bidder shall have to submit the lump sum Performance Security amounting to **Nu.1,000,000.00(One Million)**.

- 18.2 The Performance Security shall be submitted in any of the following forms:

- a) Irrevocable Bank Guarantee,
- b) Cash Warrant, or
- c) Demand Draft.

- 18.3 Failure on the part 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.

19.PERFORMANCE EVALUATION SYSTEM

- 19.1 The performance of the Service Provider shall be assessed as per the Performance Evaluation System (PES) attached in Section V.
- 19.2 Where the PES is required, depending on the nature of the work, the bidders are required to sign and submit the PES Acceptance Form attached as **Annexure- II** along with the Bid. In case the bidder does not agree to sign the VPMS Acceptance Form, the bidder shall be liable for rejection.



SECTION II - BIDDING FORMS

(Depending on the need of the contract the bidding forms can be customized/modified accordingly.)

FORM - 1: STATEMENT OF COMPLIANCE

To
Dungsam Cement Corporation Limited
Nganglam, Pemagatshel

Dear Sir/Madam,

With reference to our Bid dated.....for Transportation of Overburden at Mines against NIT No....., we hereby confirm that we have read all the terms & conditions and further confirm that these terms & conditions are acceptable to us:

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

Sealed and signed

(Affixed Legal Stamp)



FORM – 2: PRICE SCHEDULE FORMS

Schedule of activities for Services

Sl#	Description	Unit	Rate (Nu)
1	Deployment of 3 OB Dumpers	Hour per dumper	

The bidder shall quote a single hourly hiring rate per dumper in the prescribed Price Schedule.

The quoted rate shall be inclusive of fuel, operators' wages, maintenance, repairs, insurance, taxes, duties, statutory contributions, and all other costs necessary for the complete execution of the work.

Sealed and Signed



FORM – 3: PERFORMANCE EVALUATION SYSTEM ACCEPTANCE FORM

To

Dungsam Cement Corporation Limited

Nganglam, Pemagatshel

Dear Sir/Madam,

With reference to our Bid dated.....for Transportation of Overburden at Mines against NIT No....., we hereby confirm that we have read the provisions in clause 19 regarding the

VPMS and we hereby agree to abide by the provisions in the VPMS or do affirm as follows:

1. If our bid is accepted, we agree to be assessed as per the VPMS methodology adopted by Company.
2. We accept the rating of VPMS depending on our performance and any action hereof.
3. We shall be liable for any breach of this undertaking and non- compliance to the provisions of VPMS.

Scaled and signed

(Affixed Legal Stamp)



SECTION III - GENERAL CONDITIONS OF CONTRACT

1. DEFINITION

1.1 The following terms and expressions used herein shall have the meaning as indicated hereunder:

- a) **“Contract Price”** means the aggregate price payable to the Contractor 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 until 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 a legal entity, including the legal successors or permitted assigns of such entity, entering into a Contract with Company to provide Services;

2. GOVERNING LAW

2.1 The Contract/Purchase Order shall be governed by and interpreted in accordance with the Laws of Bhutan.

3. SERVICE PROVIDER'S RESPONSIBILITIES

3.1 The Service Provider shall provide all the Services in accordance with **Section IV Error! Reference source not found.** and the Delivery and completion requirements.

4. COMPANY'S RESPONSIBILITIES

4.1 The company shall provide all the Services in accordance with **Section IV Error! Reference source not found.** and the Delivery and completion requirements.

5. QUALITY OF WORK

5.1 The Service Provider shall guarantee for the quality of work. The quality of workmanship shall be of highest standard and to the full satisfaction to the Company.



- 5.2 The Service Provider shall perform the Services and carry out its obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices.

6. INSPECTION AND TESTS

- 6.1 The Company may depute its employee at Service Provider's work to inspect the on-going works. During the delivery of the services, if it is found that the requirements and the deliverables of the contract, in terms of performance and time, is not delivered as per the Technical Specification/ToR, the Company shall terminate the contract subsequent to clause GCC 15: Termination.

7. INSURANCE AND TRANSPORTATION

- 7.1 The successful service provider shall be responsible for the insurance of Dumpers and its employees as per the applicable laws of the country. DCCL shall not be liable for any compensation in case of accidents during operation of Dumpers and its transportation work including loading and unloading.

8. CONTRACT PRICE

- 8.1 The Contract Price shall be as specified in the Contract/Work Order subject to any additions and adjustments thereto or deductions there from as may be made pursuant to the Contract.

9. TERMS OF PAYMENT

- 9.1 The Contract Price, including any advance payments, if applicable **(Not applicable)**
- 9.2 Payments shall be made promptly by the Company, but no later than thirty (30) days after the receipt of the invoices and documents, provided that the documents are compliant with all the requirements of the Company.
- 9.3 The currencies in which payments shall be made to the Service Provider under this Contract shall be those in which the Contract Price is expressed.

10. TAX DEDUCTED AT SOURCE

- 10.1 At the time of release of the payment, two (2%) percent TDS on service portion shall be deducted from the Service Providers having Bhutanese trade license, or Three (3%) on the service portion from the Service Providers having other than Bhutanese trade license respectively from the gross amount of bills except from the manufacturers and authorized dealers. The Company shall furnish necessary TDS Certificate to the Bidders, issued by the Department of Revenue & Customs, RGoB.
- 10.2 If any tax exemptions, reductions, allowances or privileges may be available to the Service Provider in the Kingdom of Bhutan, the Company shall use its best efforts to enable the Service Provider to benefit from any such tax savings to the maximum allowable extent.

11. PERFORMANCE SECURITY

- 11.1 The Performance Security shall be valid until successful completion of the obligations under the Contract, including warranty obligations, if any.



11.2 The Performance Security shall be discharged by the Company and returned to the Service Provider not later than thirty (30) days following the date of completion of the Service Provider's performance obligations under the Contract, including any warranty obligations.

11.3 The Performance Security shall be forfeited if the Service Provider fails to place adequate number of committed dumpers during the time of deployment. In addition, if the service provider fails to repair the breakdown dumpers within 15 days, they should be replaced with the similar dumpers within 25 days from the time of breakdown.

12. LIQUIDATED DAMAGES FOR DELAY IN DELIVERY (NOT APPLICABLE)

13. LIMITATIONS OF LIABILITY

13.1 Except in case of gross negligence or willful misconduct:

- a) Neither party shall be liable to the other party, whether in Contract, tort or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Service Provider to pay liquidated damages to Company; and
- b) The aggregate liability of the Service Provider to the Company, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective Services, or to any obligation of the Service Provider to indemnify Company with respect to patent infringement.

14. FORCE MAJEURE

14.1 The Service Provider shall not be liable for forfeiture of its Performance Security, liquidated damages or termination for default if and to the extent that it's delays in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

14.2 For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Service Provider that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Service Provider. Such events may include, but not be limited to, acts of the RGoB in its sovereign capacity, act of God, wars or revolutions, riot, civil commotion, sabotage, fires, floods, epidemics, quarantine restrictions and freight embargoes or any other cause of similar nature which are not within the control of either party to the contract and which renders the performance of the contract by the said party impossible.

14.3 If a Force Majeure situation arises, the Service Provider shall promptly notify the Company in writing of such condition and the cause thereof, along with documentary or pictorial evidence. Unless otherwise directed by the Company in writing, the Service Provider shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

15. TERMINATION

15.1 Termination for Default

15.1.1 The Company, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Service Provider, may terminate the Contract in whole or in part:



- a. If the Service Provider fails to deliver any or all of the Services in accordance to the Contract, within the stipulated delivery schedule or within any extension thereof granted by the Company; or
- b. If the Service Provider fails to perform any other obligation under the Contract; or
- c. If the Service Provider, in the opinion of the Company has engaged in fraud and corruption, in competing for or in executing the Contract, the Company shall be the final authority to decide whether the Service Provider has engaged in any Fraud and Corruption as mentioned above and such decision shall be final and binding on the Service Provider; or
- d. If the Service Provider becomes bankrupt or goes into liquidation or makes general assignment for the benefit of the creditors or any receiver is appointed for property owned by the vendor.

15.1.2 In the event the Company terminates the Contract in whole or in part, the Company may procure, upon such terms and in such manner as it deems appropriate, Services similar to those undelivered, and the Service Provider shall be liable to the Company for any additional costs incurred by the Company in procurement of such undelivered Services. Wherever the Contract is terminated in part, the Service Provider shall continue performance of the Contract to the extent not terminated.

15.2 Termination by Service Provider

15.2.1 If,

- a) The Company commits a substantial breach of the Contract; the Service Provider may give a notice to Company that specifies the breach and requires Company to remedy the same. If Company fails to remedy the breach or take steps to remedy the breach within thirty (30) days after receipt of the Service Provider's notice, or,

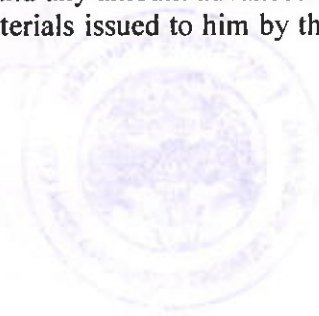
15.2.2 If the Service Provider is unable to carry out any of its obligations under the Contract for any reason attributable to the Company, including but not limited to Company's failure to obtain any governmental permit necessary for the Delivery of Services, which Company is required to obtain as per provision of the Contract or as per relevant applicable laws, the Service Provider may give a notice to Company to carry out such obligation under the Contract and if Company fails to comply within thirty (30) days after receipt of the Service Provider's notice, then the Service Provider may, referring to this sub-clause, forthwith terminate the Contract.

15.2.3 In the event of termination, all payments due to the Service Provider for the Services already delivered, shall be settled by the Company with no further liability on any account whatsoever.

15.3 Termination by Force Majeure

15.3.1 Service Provider shall not be considered in default if delay in delivery occurs due to Force Majeure.

15.3.2 Only those causes which have duration of more than seven days shall be considered causes of Force Majeure. In the event of delay due to such causes, the delivery schedule will be extended for a length of time equal to the period of Force Majeure or at the option of the Company, the order may be cancelled. Such cancellation would be without any liability whatsoever on the part of the Company. In the event of such cancellation, the Service Provider shall refund any amount advanced or paid to the Service Provider by the Company and deliver back any materials issued to him by the Service Provider and release facilities, if any provided by the Company.



16. PAYMENT UPON TERMINATION

- 16.1 Upon termination of this contract pursuant to Clauses GCC 16.1 to GCC 16.3 hereof, the Company shall make the following payments to the Service Provider:
- (a) Remuneration pursuant to GCC.9: Terms of Payment hereof for services satisfactorily performed prior to the effective date of termination, and reimbursable expenditures pursuant to Clause GC 6 hereof for expenditures actually incurred prior to the effective date of termination; and
 - (b) Except in the case of termination pursuant to clauses (a) through (d) of Clause GC 15.1 hereof, reimbursement of any reasonable cost incidental to the prompt and orderly termination of this contract including the cost of the return travel of the personnel and their eligible dependents.

17. CONTRACT DURATION

- 17.1 The duration of the Contract shall be for a period of one year from the date of signing the Contract.

18. SUB- LETTING

- 18.1 The Service Provider shall not sub-let, transfer or assign any part of this contract, without the prior written consent from the Company.

19. VARIATIONS

- 19.1 Depending on the final requirement, at the time of the award of the Contract, the Company may increase or decrease the quantities by twenty five percent (25%) of the indicated quantity against each item without any changes in rates provided in the Contract. **(Not Applicable)**
- 19.2 Any other modification or variation in scope of the Services may only be made by written agreement between the Parties.

20. DISPUTE RESOLUTIONS

- 20.1 Amicable Settlement
In case of any dispute of any kind whatsoever arises between the Employer and the Service Provider in connection with or arising out of the Contract, the parties shall seek to resolve any such dispute or difference by mutual consultation.
- 20.2 However, any dispute which cannot be amicably settled between the parties shall be adjudicated at Royal Court of Justice, Nganglam, Bhutan.



SECTION-IV: TERMS OF REFERENCE AND TECHNICAL SPECIFICATION**1. Requirement**

DCCL intends to hire three (3) OB dumpers, each having a minimum wagon capacity of 16 cubic metres (10-wheelers).

2. Eligibility

Interested bidders shall possess:

- Valid Trade License
- Valid Tax Clearance Certificate

3. Age of OB Dumpers

The OB dumpers deployed under this contract shall not be more than ten (10) years old at the time of deployment.

The bidder shall submit a copy of the Registration Certificate (RC) for each dumper at the time of bid submission to verify its age. Failure to submit the Registration Certificate shall result in rejection of the bid.

4. Duration of Hire and Deployment

The contract shall remain valid for a period of one (1) year from the date of issuance of the Work Order.

Deployment of the dumpers shall be carried out strictly in accordance with the instructions issued by DCCL. Unless otherwise approved by DCCL.

5. Insurance

The successful bidder shall maintain valid and adequate insurance coverage for all deployed dumpers and their operators in accordance with the applicable laws and regulations.

DCCL shall not be liable for any loss, damage, injury, accident, or compensation arising out of or during the execution of the work.

6. Repair and Maintenance

The successful bidder shall ensure that all dumpers are maintained in sound operating condition throughout the contract period.

All expenses relating to servicing, repairs, maintenance, replacement of spare parts, tyres, lubricants, and other operating costs shall be borne solely by the successful bidder.

7. Breakdown

In the event of a breakdown, the affected dumper shall be repaired or replaced within:

- Ten (10) days in the case of a minor breakdown; and
- Forty-five (45) days in the case of a major breakdown.

Failure to repair or replace the dumper within the stipulated period shall attract a penalty equivalent to 10% of the applicable hourly hiring rate for the total number of delayed hours, until the dumper is repaired or replaced.

8. Deployment

Deployment shall be carried out strictly in accordance with the instructions of the competent authority of DCCL.

The operator shall maintain a daily logbook recording the operating hours and trips performed. The logbook shall be made available for inspection by DCCL at any time. The logbook shall be jointly verified and signed by the operator and the authorized representative of DCCL.



[Handwritten signature]

Any manipulation, falsification, or tampering of the logbook shall constitute a material breach of the Contract and will result in termination of the Contract, forfeiture of the Performance Security, and any other action deemed appropriate by DCCL.

9. Safety Requirements

All operators shall wear the prescribed Personal Protective Equipment (PPE) and comply with all mine safety rules and regulations while working within the mine premises.

10. Operators' License

The dumpers shall be operated only by licensed operators having a minimum of two (2) years' driving experience after obtaining the license.

If an unlicensed operator is found operating any dumper:

- No payment shall be made for the period during which the unlicensed operator performed the work.
- Repeated violations shall result in termination of the contract, forfeiture of the Performance Security, and blacklisting from future engagements with DCCL.

11. Working Hours and Performance Targets

The dumpers and operators shall be available for a minimum of eight (8) normal working hours per day.

The successful bidder shall ensure that the dumpers and operators are available for duty on Saturdays, Sundays, Government holidays, and any other day as directed by the competent authority of DCCL.

Payment shall be made based on the achievement of the prescribed operational targets. Where the prescribed targets are not achieved, payment shall be made on a pro-rata basis.

The minimum performance targets shall be as follows:

Route	Approximate Round-Trip Distance	Minimum Target
Sub Block 3 & 4 to Dump Yard 1 & 2	2.2 km	3 trips per hour
Sub Block 2 to Dump Yard 1	1.3 km	6 trips per hour
Sub Block 5 to Dump Yard 2	3.6 km	2 trips per hour

DCCL reserves the right to revise the deployment location, haul distance, or performance targets depending on operational requirements.

12. Refueling

The successful bidder shall arrange and provide refueling services for the deployed dumpers at the work site. All fuel costs shall be borne by the successful bidder.

13. Operators' Expenses

All expenses relating to food, accommodation, transportation, medical care, and other personal expenses of the operators shall be borne solely by the successful bidder.

14. Security

The safety and security of the dumpers, operators, equipment, tools, and associated property shall remain the sole responsibility of the successful bidder throughout the contract period.

15. Fuel Price Adjustment

Fuel price adjustment shall be calculated using the formula adopted by DCCL and shall be based on the prevailing diesel prices published by BOD, Nganglam. Fuel price adjustment, where applicable, shall be carried out twice each month.



Decisions of DCCL will be final and binding.

