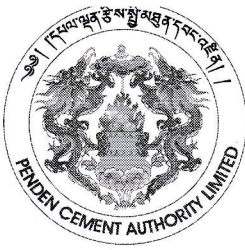




**SUPPLY, INSTALLATION AND
COMMISSIONING OF DIGITAL EPABX SYSTEM
(INTERCOM CONNECTION) IN
PENDEN CEMENT AUTHORITY LIMITED
GOMTU, BHUTAN**



Building for the Future

General Terms and Conditions

1. Scope of contract is supply, installation and commissioning of Digital EPABX System in PCAL. The technical specifications are:
 - a. Digital EPABX- CO-8 Numbers, DKP-08 Numbers, SLT-320 Extension with future extension, Master Phone with 2 DDS console-2 Numbers, Primary Protection Mode for CO line and suitable Surge Protectors.
 - b. Suitable UPS power backup lasting 3 Hours for EPABX
 - c. Suitable Desktop computer configuration with latest licensed operation system for programming and configuring Digital EPABX.
2. All bids shall be submitted in bidder's letter pad, sealed in one envelope with clear specification, brand of items, scope of work and project timeline latest by **28th October, 2022** before 12.00 hour and will be opened on same day at 14.30 hours.
3. Bid should be in sealed envelope either sent to the address: **The Chief Executive Officer, Penden Cement Authority Limited, Gomtu, Bhutan** or mailed to tc@pendencement.bt
4. Bidder shall furnish an amount of 2% of the total bid value as a Bid Security/Earnest Money Deposit (EMD) in the form of Demand Draft/Cash warrant/Unconditional Bank Guarantee in favor of Penden Cement Authority Ltd, Gomtu or Bank Transfer /RTGS/NEFT slip sent to PCAL A/c No. 30288243000, SBI, Birpara, West Bengal, IFSC No. SBIN0002025 to be submitted with the offer. Otherwise, bid will be cancelled.
5. Bidder must submit copies of:
 - a. Offer rates needs to be written both in words and figures.
 - b. Valid Trade License.
 - c. Tax Clearance Certificate.
 - d. Dealership certificate if any
 - e. GST Certificate (for Indian Firm)
 - f. IEC Code and other relevant documents for Export (for Indian Firm)
6. Prior to submission of offer interested Bidder may visit the plant site for detail study. They will be provided with technical support but all expenses shall be in the scope of visiting bidder.
7. Evaluation shall be done on the best suitability of technology in line with the existing system and the lowest evaluated bid: L1.
8. The Letter of Acceptance (LoA) shall be issued to the lowest evaluated bidder and in return the bidder has to submit the acceptance letter with 10% Security Deposit of the total contract value as

CORPORATE OFFICE AND BUSINESS UNITS: PHUNTSHOPELRI (GOMTU)

DZONGKHAG: SAMTSE, BHUTAN

EPABX: 00975-5-371013/14/34, FAX: 00975-5-371015/70; Post Box No. 79

Phuentsholing Depot Tel: 00975-5-252885, Fax: 00975-5-252258; Gelephu Depot Tel: 00975-6-251605, Fax: 00975-6-251621;

SamdrupJongkhar Depot Tel: 00975-7-251790, Fax: 00975-7-251791

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Security Deposit (SD) in the form of Demand Draft/Cash warrant/Unconditional Bank Guarantee (Valid up to Twelve months beyond the date of completion) in favor of Penden Cement Authority Ltd, Gomtu or Bank Transfer /RTGS/NEFT slip sent to PCAL A/c No. 30288243000, SBI, Birpara, West Bengal, IFSC No. SBIN0002025. SD shall not bear any interest.

9. Failure of the successful bidder to submit the above mentioned security deposit or sign the contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security. In that event, the company may award the contract to the next lowest evaluated bidder whose offer is substantially responsive and is determined to be qualified to perform the contract satisfactorily or call for fresh bids.
10. Work order shall be given upon received of LoA and Security Deposit with all terms and conditions written in the work order shall be deemed as agreed by both parties.
11. Contractor should commence to perform work within 10 days from the date of issue of work order/signing of contract agreement.
12. In case, contractor cannot execute the job and withdraw before completion of contract SD shall be forfeited.
13. The rate shall remain valid and fixed till the entire contractual period and shall not be subject to revision under any circumstances.
14. Payment terms shall be agreed on mutual consent of both parties: However, 20% of the contract value shall be retained and released only after successful completion of the contract.
15. Contractor shall provide appropriate cases for mobilization advances which shall be released against the submission of equal amount of BG drawn in favor of PCAL and mobilization amount is limited to 10% of the contact value.
16. Payment shall be made within 30 days from the date of submission of bills duly verified by the competent authority, PCAL.
17. TDS Tax @ 2% for Bhutanese firm and 3% for Indian firm shall be deducted from the bills payable to the contractor, TDS certificate issued by Department Of Revenue and Customs shall be furnished from Finance & Investment Department, PCAL.
18. During the execution of work, Contractor is required to be present at site all the time. In case the contractor is unable to attend the site due to some reasons he or she should have a competent supervisor/Manager representing him/her and the same may be intimated to the concerned department. He/she shall perform with coordination with the PCAL official assigned for the contract.

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19. The Risk and Liability during the performance of contract shall be fully responsible to the contractor in case of any untoward incident.
20. Penalty of 0.05 per day will be levied for any delay by the contractor on the total value and the total penalty amount shall not exceed 10% of the contract Value.
21. The defect liability period shall be for a minimum of **Twelve months** which shall begin from date of handing over of the completed works which shall be officially recorded. The main purpose of the defects liability period is to demonstrate under operational conditions that the requirements of the contract have been complied with. During this period the contractor must not only complete such outstanding items of work as are listed in the Taking Over Certificate but also remedy any defects that may appear, at contractor's cost. Security Deposit will be released only on completion of Defect Liability period.
22. In the event, any delay by the contractor in performing his obligations under the contract is caused by force majeure, including but not limited to war, civil insurrection, fire, floods, epidemics, earthquakes, quarantine restrictions and freight embargoes, such delay may be excused and the period of such delay may be added to the time of performance of obligation delayed. If a force majeure situation arises, the contractor/bidder shall notify the company in writing of such conditions and the cause thereof along with documentary or pictorial evidence acceptable to the company. Unless otherwise directed by the company in writing, the contractor/ bidder shall continue to perform its obligation.
23. The mechanisms for dispute resolution, intended to regulate events following the breach of contract by one of the parties in case of more than one language shall:
 - a. Preferences for interpretation of the contract shall be considered in English language if more than one language.
 - b. For contracts to be performed in Bhutan the governing law shall be the law of Bhutan and the forum for mediation/ arbitration shall be as specified in the bidding documents or as per the procurement manual of the works of PCAL.
 - c. A clause requiring the parties to attempt to reach an amicable settlement before turning to the courts or other tribunals.
24. PCAL reserves the right to reject any/all bids or call for retender without assigning any reasons whatsoever and the decision of tender committee will be final and binding.
25. For detail technical support shall contact Mr. Sangay Rana, Lead, Automation Engineering Unit, PCAL at Mobile number #0097517988147 or email at sangayrana@pendencement.bt

Head (SCD)

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