



Building for the Future

PCAL/SCD/DISPOSAL-VEHICLE-SCRAPS/2024/001083

July 4, 2024

Penden Cement Authority Limited (PCAL) Gomtu, would like to invite interested Bhutanese and Indian bidders to participate for the supply of “**Mobile Power Screen Plant and Drill Machine with compressor (ICM 260)**” and the offer should be submitted through electronic mail with other evidential documents at tc@pendencement.bt offer received in any other mail will not be accepted.

Name of work	EMD	Last Date of submission	Date and time of opening of tender
a. Mobile Power Screen Plant. b. Drill Machine with compressor (ICM 260).	2% of the quoted value for each.	26/07/2024	26/07/2024 at 2.30 PM (BST)

1. The details of Mobile power screen plant and Drill Machine with compressor (ICM 260), terms and conditions of bidding documents can be down loaded from our website www.pendencement.bt

Karma Thinley
(Chief Executive Officer)



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**STANDARD BIDDING DOCUMENT FOR THE SUPPLY OF MOBILE POWER
SCREEN PLANT AND DRILL MACHINE WITH COMPRESSOR (ICM 260).**

**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;





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Dear Sir/Madam,

1. The Penden Cement Authority Limited now invites sealed Bids from the eligible and qualified Indian and Bhutanese Bidders for procurement of **Mobile Power Screen Plant and Drill Machine with Compressor (ICM 260)**.
2. Mobile Power Screen Plant and Drill Machine with Compressor (ICM 260). [*details Information on technical specifications and other requirement are attached*]
3. A complete set of Bidding Documents in English may be downloaded free of cost by interested Bidders from the company website www.pendencement.bt
4. Bids must be delivered to the address below at or before [26/07/2024, 14:00 hrs] and will open physically on [26/07/2024, 14:30 hrs] in the presence of the Bidders' representatives who choose to attend in person.
5. All Bids shall be accompanied by a Bid Security of [2% of the Total Quoted Bid Price]/Bid security declaration.
6. Bid Security should be deposited in our PCAL's Account number: **101731083** Bank of Bhutan Ltd, Gomtu Branch or **RTGS/INR Remittance inward (only for Indian Suppliers) from State bank of India to Bank of Bhutan Ltd, Account No: 11128915571 IFSC-SBIN0001447 to Beneficiary Penden Cement Authority Ltd. Account No: 101731083 Bank of Bhutan Ltd, Gomtu Branch**, and should attached the deposit slip
7. The bidder(s) must quote for **one or both** items under this invitation in your scope of supply. Price quotations will be evaluated as per the payment terms, delivery date and with your detailed specification of the machines and contract shall be awarded to the firm offering the lowest evaluated cost.
8. E-quotation is accepted with the protected password only and bidder must be online on the day of opening and bid shall not entertained if bidder fails to provide password on the opening day
9. Interested eligible Indian and Bhutanese Bidders may obtain further information from Procurement Division, Penden Cement Authority Limited, Gomtu, Samtse
10. Addressed to submitted quotation:
 - a. Hardcopy to
Chief Executive Officer
Penden Cement Authority Limited
Gomtu (Samtse) Bhutan
 - b. E-quotation to tc@pendencement.bt with the protected password
11. Opening Venue: PCAL conference hall/(SCD Office) 1st floor





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INSTRUCTIONS TO BIDDERS

1. Scope of the Bid

The Purchaser issues these Bidding Documents for the supply of machines (Supply of Mobile Power Screen Plant and Drill Machine with Compressor (ICM 260) as specified in the technical specification. (*Refer Price bid form*)

2. General Information

The Bidder is expected to examine all instructions, forms, terms and specifications in the Bidding Documents. Failure to furnish all information or documentation required by the Bidding Documents may result in the rejection of the Bid.

3. Fraud and Corruption

It is RGoB policy to require that Purchasers, Bidders, Suppliers and Contractors observe the highest standards of ethics during the procurement and execution of contracts. In pursuance of this policy, if any bidder is found guilty of fraud and corruption, it will led to rejection/disqualified in bidding.

4. Eligible Bidders and goods

Any interested Bhutanese and Indian bidder having valid trade license and GST registered Indian bidder are eligible to participate in bidding.

5. Payment Terms

Payments shall be made promptly by the Purchaser, as per the term and conditions agreed/issued as Letter of acceptance (LOA).

6. Delivery

Delivery period shall be incorporated along with the price quotation and acceptance by the PCAL.

7. Taxes and duties.

For Indian Bidders, Indian custom taxes and duties shall be in seller scope and Bhutan taxes and duties are in PCAL scope and for Bhutanese Supplier shall bear and promptly pay all applicable taxes, duties, license fees and other similar levies incurred until delivery of the contracted Goods to the Purchaser.

8. Inspections and Tests

Penden Cement Authority Limited reserved right for inspection and test of the machines at any stage of manufacturing/before dispatch on the arrival. All the expenses at the cost of the Purchaser the Supplier shall carry out all such tests and/or inspections of the Goods and provide the Purchaser with a report of the test report/results of any such test and/or inspection. All reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser. Supplier shall be responsible to provided their own inspection and test report along with the goods

9. Cost of Bidding

SBD shall be available on the company website (www.pendencement.bt) free of cost. The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Purchaser shall not be responsible or liable for those costs, regardless of the conduct or outcome of the Bidding process.

10. Language of Bid

The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Purchaser, shall be written in the English language only. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in the English language, in which case, for the purposes of interpretation of the Bid, such translation shall govern.

CORPORATE OFFICE AND BUSINESS UNIT: GOMTU
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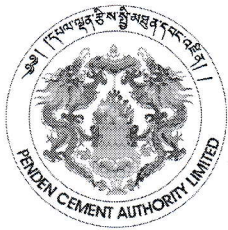
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11. Documents Comprising the Bid

The Bid shall comprise the following:

1. Valid trade license
2. Tax clearance certificate
3. 2% of quoted value as EMD
4. CID photocopy/Adhar card/voter card photocopy
5. Must quoted on Price Bid form
6. Must completed the Integrity Pact Statement
7. Any other document required in the BDS.

12. Price Bid form

The Bidder shall submit the Bid as per the Price bid Form. (*Attached as annexure I*). This form must be completed without any alterations to its format, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.

13. Bid Prices and Discounts

Prices shall be quoted inclusive of all applicable taxes and levies, insurance, transportation, handling costs and any other associated cost to fulfill the contractual obligations. Any discount shall be incorporate in bid only Bidder have to quote price in unit and total bid price in number and in words.

14. Price Variation

Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account.

15. Currencies of Bid

The unit rates and prices shall be quoted by the Bidder entirely in Ngultrum (Nu) and Rupee (Rs.) for Indian bidder with the conversion ratio of 1:1.

16. Warranty/Guarantee of the materials

The machines must be warranted/guaranteed as per Original Equipment Manufacturer (OEM) standard and guided by this clause until the expiry of the warranty/guarantee period

17. Period of Validity of Bids

Bids shall remain valid for the 60 days from the Bid submission deadline. A Bid valid for a shorter period shall be rejected by the Purchaser as nonresponsive. In exceptional circumstances, prior to expiry of the Bid validity period, the Purchaser may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing. A Bidder may refuse the request to extend the validity of its Bid without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its Bid.

18. Bid Security

The Bidder shall furnish 2% of quoted value as Bid Security in original form, denominated in Ngultrum or Rupee as specified in SDB clause No: (15) of currency of the bid.

The Bid Security shall in the form of

- a. An Unconditional Bank Guarantee; or a Banker's Certified Cheque/Cash Warrant; or a Demand Draft, issued by a financial institution in Bhutan acceptable to the Purchaser and selected by the Bidder. If the institution issuing the Bid Security is located outside Bhutan it shall have a correspondent financial institution located in Bhutan to make the Bid Security enforceable.
- b. Be promptly payable upon written demand by the Purchaser.
- c. The Bid Security shall be forfeited:
 - i. If a Bidder withdraws its Bid during the period of Bid validity specified by the Bidder on the Bid.

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- ii. If the successful Bidder fails to sign the Contract and/or furnish a Performance Security.
- d. Any interlineations, erasures or overwriting shall be entertained and led to rejection of bid.
- e. Bidder must quote and submit the quotation as per the Price bid form

19. Submission and opening of Bid.

- a. Bids shall be delivered by hand, courier, registered post or electronically.
- b. Electronic bid to tc@pendencement.bt with the protected password.
- c. Deadline for submission and opening of bids. Bids shall be delivered by hand, courier or registered post to the Purchaser at the address and no later than 26/07/2024 at 14:00 hrs and it shall be opened in public, in the presence of Bidders' designated representatives at PCAL conference hall on the same day at **14:30 hrs**

20. Evaluation and comparison of Bids.

- a. **Confidentiality:** From the time of Bid Opening to the time of Contract Award, if any Bidder wishes to contact the Purchaser on any matter related to the bidding process, it should do so in writing. If a Bid is not substantially responsive to the Bidding Documents it shall be rejected.

21. Purchaser's Right to Accept/ Reject Any Bid or All Bids

The Purchaser 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.

22. AWARD OF THE CONTRACT

a. Award of the contract

The Purchaser shall award the Contract to the Bidder whose offer has been determined to be the lowest evaluated Bid taken into the consideration of technical specifications and financial responsiveness and is substantially responsive to the Bidding Documents. At the time the Contract is awarded, the Purchaser reserves the right to increase or decrease the quantity of Goods as per the availability of the budget

23. Letter of acceptance

PCAL shall notify the concerned bidder whose bid had been selected in accordance with the technical specifications and financial responsiveness in writing that the PCAL has intention to accepted the bid and the information regarding the name, address, amount, discount, if any. Until a formal Contract is prepared and executed, the letter of acceptance shall constitute a binding Contract.

Contractor/Supplier

For Penden Cement Authority Limited





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INTEGRITY PACK

1. General:

Whereas **Mr. Karma Thinley, Chief Executive Officer/Mr. Yeshey Dorji, Director- (BCSD)** representing the **Penden Cement Authority Limited**, Gomtu Bhutan hereinafter referred to as the **“Employer”** on one part, and *(Name of authorized representative, with power of attorney) Mr.* representing M/s..... *(Name of firm)*, hereinafter referred to as the **“Bidder”** on the other part hereby execute this agreement as follows:

This agreement shall be a part of the standard bidding documents, which shall be signed by both the parties at the time of purchase of bidding documents and submitted along with the tender document. This IP is applicable to all scale works, goods and services, the threshold of which will be announced by the government from time to time. The signing of the IP shall not apply to frame work contracting such as annual office suppliers etc.

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**⁵ and **contract administration**⁶, 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, favor 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 favor 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.

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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, mis representation, 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

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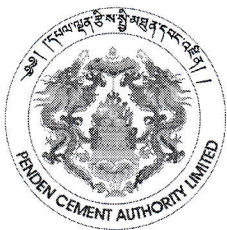
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7. Monitoring and Administration:

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

CID:

CID:

Witness: 

Witness: _____

Name: Nar bdr. Garung

Name: _____

CID:

CID:





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ANNEXURE- I (a).

1. Price bid form (*To be filled by the supplier/bidder only*)

Bidders have to submit the quotation as per price bid form with other terms and condition as annexure

SN	Item	Specification	UOM	Qty	Brand	Rate in Figure (Nu/Rs)	Rate in (Words)
1	Mobile Power Screen Plant	Dual Power operated power screen with 3 Deck and track mounted. Capacity: 200 to 250 TPH.	NO	1			
TOTAL BID PRICE							

Note:

Please furnish all the details of terms and conditions including payment terms and delivery date.





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ANNEXURE- I(b).

2. Price bid form (To be filled by the supplier/bidder only)

Bidders have to submit the quotation as per price bid form with other terms and condition as annexure

SN	Item	Specification	UOM	Qty	Brand	Rate in Figure (Nu/Rs)	Rate in (Words)
1	Drill Machine	Drill bit dia- 102 to 115 mm with compressor (12 Bar) attached. (ICM 260)	NO	1			
TOTAL BID PRICE							

Note:

Please furnish all the details of terms and conditions including payment terms and delivery date.

