



BIDDING DOCUMENT

FOR

Supplying of Fly-Ash for the year 2025





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**Bill of Quantities  
For  
Supplying of Dry fly-ash to PCAL, factory, Gomtu**

1. Contract period for one year from the date of the award for supplying the fly-ash with the following specifications:

SL. No	Supply of fly-ash with below specifications	Approximate quantity	Rate per metric ton
1	Fineness: 320m Sq/kg (min); Moisture: 0.2% (max); Silica: 35.0% (min); Silica + Alumina + Iron = 70% (min); Magnesia: 5%; Lime reactivity: 4.5Nmmsq. Compressive strength: 80MPA (min 28 days)	54,000 MT	

Quoted rate in words .....

The quoted rate should be inclusive of every tax, duty, and any other incidental charges which is F.O.R. PCAL, factory.

Bidder name and firm .....

Email Address .....

Contact Number .....

Date of submission .....

Signature

Official seal if any.

CORPORATE OFFICE AND BUSINESS UNITS: PHUNTSHOPELRI (GOMTU)

DZONGKHAG: SAMTSE, BHUTAN

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## **I. GENERAL TERMS AND CONDITIONS FOR SUPPLYING OF FLY-ASH**

- a) Valid Business trade license copy (Applicable for both)
- b) PAN card (NA for Bhutanese Nationals)
- c) Copy of Voter Identity Card/Adar Card (Applicable for both)
- d) A copy of GST registration certificate (for Indian) & Tax Clearance Certificate for Bhutanese.
- e) Should submit a genuine Test Report of the sour (Must)
- f) Earnest Money Deposit (Applicable for both)
- g) Offer to be submitted in your own letter head.
- h) The bids can be submitted in hardcopy addressed to "the chief executive officer" PCAL with properly sealed and it can also be submitted through email at [tc@pendencement.bt](mailto:tc@pendencement.bt) Any bids received after the stipulated time and date shall not qualify for the opening.

## **II. CLAUSE: Bid validity**

1. The bid validity period shall be kept for 60 (Sixty) days from the date of Enquiry. During this period the bidders shall be required to submit their bids valid for a period specified in the bidding documents which shall be sufficient for the employer to complete the comparison and evaluation of bids, and to obtain all necessary approvals for the award of contract within the period. In case, it is not possible to complete the bid evaluation and award of contract within given period of validity due to reasons beyond its reasonable control, bidders consent for an extension of bid validity period shall be sought. Under such circumstances:
  - a) The request and the responses thereto shall be made in writing, by or by email to all participating bidders;
  - b) A bidder agreeing to the extension request shall also agree to an extension of the validity of the bid security. The period of the validity of the bid securities shall be suitably extended accordingly. Such a bidder shall not be required to or permitted to modify its bid;
  - c) A bidder may refuse the request to extend the bid validity that would lead to his disqualification without forfeiting his bid security. In such a case the bid shall not be further considered for evaluation and award.

## **III. CLAUSE: Bid Security or EMD**

1. An amount of Nu. OR INR 500,000.00 (Five Hundred Thousand) only, to be submitted as a Bid Security OR Earnest Money Deposit along with the bids in the form of unconditional bank guarantee/cash warrant/Demand draft OR may transfer directly in the PCAL's BOB account number 101731083 and submit the deposit slip.
2. The bid security shall remain valid for a period of sixty days beyond the validity period for the bids, in order to provide reasonable time if the security is to be called. The bidding documents shall mention the exact date till which the bid security shall remain valid.
3. The bid security may be forfeited:
  - a) If a bidder withdraws its bid during the period of bid validity specified by the bidder;
  - b) If a bidder does not accept the arithmetical corrections of its bid price;
  - c) In the case of successful bidder, if the bidder fails to sign the contract within the prescribed time or furnish the performance security within the prescribed time.
4. After the award of contract, the bid security of all the unsuccessful bidders shall be returned within fifteen working days of the award of contract. In case of single stage – two-envelope mode of tendering, bid security of non-responsive bids shall be returned immediately after the technical evaluation.
5. The bid security of the successful bidder shall be retained as the Security Deposit and shall be released on successful completion of the contract within one month. In case of withdraw of the contract or not able to supply after the placement of the order shall lead to termination of the contract with forfeiture of the EMD.

## **IV. CLAUSE: Security Deposit**

**CORPORATE OFFICE AND BUSINESS UNITS: PHUNTSHOPELRI (GOMTU)**

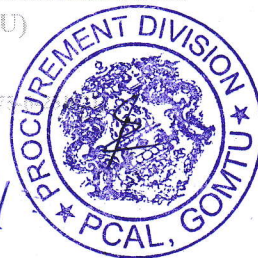
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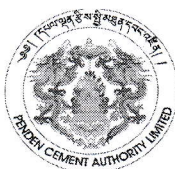
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1. The EMD of the successful bidder shall be converted and retained as a Security Deposit.
2. The Security Deposit shall remain in PCAL custody until the completion of the contract. It shall serve as a guarantee that the contractor will perform his contractual obligations under the contract till the end. In the event the contractor fails to perform contractual obligations under the contract terms and conditions, the contract shall be terminated with forfeiture of the Security Deposit.
3. The Security Deposit shall be discharged and returned to the contractor within thirty days after the successful completion of the contract. 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.

### V. **CLAUSE: Price/Rate**

1. The price shall be quoted in Ngultrum or INR and it shall remain valid and fixed till the entire contractual period. It shall be only applicable in case of any change in fuel price beyond 4% of the base price. The percentage of increase in rate shall be @ 0.30% for every 1% increase in fuel beyond base price. Next revision of price will be considered from the revised rate when the increase is beyond 4%. The same formula shall be applied in case of decrease of fuel price. The transporter should submit the base price to PCAL or the actual fuel price on the day of the locality shall be recorded as the base price.

### VI. **CLAUSE: Liability & Risk**

1. The bidder shall be fully responsible to transport the goods from one location to another in terms of quantity, pilferages, leakages, accidents etc.

### VII. **CLAUSE: Execution of Works**

1. The successful contractor should supply the specified quantity in the enquiry within the contractual period and should also complete the monthly defined scheduled quantity which will be mentioned in the work order with other terms and conditions.  
The supplier job is to supply the fly-ash from any source without disrupting and not hampering the cement production.

### VIII. **CLAUSE: Terms and Methods of Payment**

1. All bills and invoices shall be paid within one month of receipt of such bills/ invoices, provided that the bills/invoices are compliant with all the requirements of the company. Incomplete/non-compliant bills to be returned immediately to vendors. Such provision shall be incorporated in the contract documents unless agreed otherwise.

### IX. **CLAUSE: Force Majeure**

1. 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, Pandemic, epidemics, earthquakes, quarantine restrictions, pandemic 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.

### X. **CLAUSE: Liquidated Damages**

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1. Liquidated damages (LD) shall be calculated as follows:
  - a) If the party fails to deliver the monthly minimum scheduled quantity a LD of 2% shall be imposed on the remaining quantity of the particular month. Any extra supplied quantity shall be carried forward in the subsequent month.

**XI. CLAUSE: Settlement of Disputes**

1. The mechanisms for dispute resolution, intended to regulate events following the breach of a 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.

**XII. CLAUSE: Clarification on Bidding Documents**

1. The Invitation for Bid shall mention that if bidder requires further bid clarification, the same shall be submitted in writing before the last date of bid clarification submission. The company shall respond to all the bidders who have acquired the bidding documents, including a description of the enquiry without identifying the source, as an amendment to the bidding document. Any bid clarification inquiry received after the last date of bid clarification will not be responded.
2. Conduct pre-bid meeting to clarify doubts and concerns of the bidders prior to submission of bids if required. Minutes of the pre-bid meeting shall be circulated to all bidders who have purchased bidding documents. Non-attendance in the pre-bid meeting, if conducted, shall not be a reason for disqualification of bidders.

**XIII. CLAUSE: Amendment of Bidding Documents**

1. The company reserves the right to amend or modify bidding documents for any reason by issue of addendum either on its own initiative or in response to a clarification request from bidders who have purchased the bid documents prior to a predetermined date or deadline for submission of bids. All bidders who have purchased the document shall be notified of the amendment in writing which shall be the part of bidding documents and shall be binding on them.
2. For the information of those prospective bidders who may have downloaded the bidding documents from the web site, the corrigendum to the bidding documents will also be published on the web site. It will be the responsibility of such bidders to regularly visit the website for any amendment to the bidding documents until the last date of bid submission. A suitable clause in the Invitation to Bids originally published on the website may be included to this effect making it very clear that the company shall in no way be responsible for any ignorance of the bidder about the amendment to the bidding documents.
3. Depending on the nature of amendment issued, the company can also extend the deadline for submission of bid to allow the bidders reasonable time for taking the addendum into account in preparations of their bids.

**XIV. CLAUSE: Language of Bid**

1. The Bid, and all correspondence and documents related to the bid shall be in English and should be translated in English if the language is foreign, the translation shall prevail on the interpretation.

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### **XV. CLAUSE: (Treatment of abnormally low or high bid)**

- 1 Treatment of abnormally low or high bid when the prices in a particular bid appear abnormally low, the company shall revisit its own estimated value. Based on the revised value, decision shall be taken to reject/ accept the abnormally low bids.
- 2 If the company decides to accept the abnormally low bid after considering the above, the bidder shall be required to provide additional differential security equivalent to the difference between the estimated amount and the quoted price in addition to the performance security. A clause to this effect should be included in the bidding documents
- 3 If the prices of all the received bids are abnormally high then the company may negotiate with the lowest evaluated bidder after approval of the competent authority. In case the negotiation fails, all bids may be rejected and re-tendering or Limited Bidding procedure may be adopted as considered appropriate after revisiting the estimated value determined by the company.

### **XVI. CLAUSE: (Materials testing)**

1. Frequent test shall be carried out in our own laboratory to check and confirm the parameter of the material received is as specified in our Enquiry. In case the contractor /supplier is not satisfied with our report the same shall be carried out in the presence of the Supplier or his authorized person and all the testing charges incurred in such test shall be borne by the contractor.

### **XVII. CLAUSE: Penalty**

1. If the supplied materials do not meet our specifications the PCAL management may decide to reject or accept the inferior material based on the conditions. Any decision taken to this should be regarded.

### **XVIII. CLAUSE: (Contractor's Tax)**

1. Supplier Tax if applicable shall be deducted.

### **XIX. CLAUSE: (Tender Prices)**

1. Tendered Prices: The Tendered prices should be typed or written in hand in English in the Price Schedules of the tender documents in ink both in words and in figures. In case of any discrepancy in the rates between words and figures, the rates in words shall govern and in case of discrepancy in rates and amount, the rates shall govern and the tender document to be properly sealed by wax.
2. PCAL reserves the right to extend the date of submission of tenders. PCAL also reserves the right to revise and / or amend the Tender documents, prior to the date notified for the receipt of price bids or the extended date for the same. Such revisions, amendments or extensions, if any, shall be communicated to bidders / suppliers through letter or by a Fax / e-mail / telephone as may be considered suitable.

### **XX. CLAUSE: Employer Rights**

1. Employer reserves the right to reject/accept any or all tenders without assigning any reason whatsoever.

### **XXI. CLAUSE: Tender's Identity**

1. The tender shall contain the name, residence and place of business of person or person submitting the tender along with contact number and E-Mail address if available.

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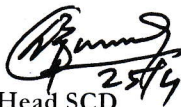
**XXII. CLAUSE: Award of Contract**

1. The acceptance of a tender and award of contract to one or more than a tender, if considered necessary, rest with the employer if shall not obligatory on the part of the Employer to accept the lowest tender the employer would be at liberty to accept any tender, lowest or otherwise is whole or impart and to reject any or all the tender received, without assigning any reason, and no explanation can be demanded by any tender in respect there to.

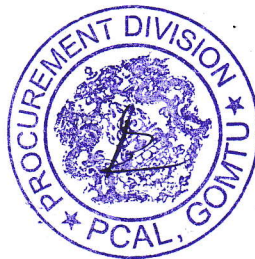
**XXIII. CLAUSE: Contract award**

- 1 The contract shall be awarded to the bidder whose bid has been determined to be the lowest evaluated bid based on the bid evaluation and who meets the standards specified in the bid documents.
- 2 The award of a contract shall be notified to the successful bidder by a Letter of Acceptance (LoA) in writing by registered letter, or by fax or any electronic means of communications, that its bid has been accepted indicating the award price.
- 3 The company shall ensure that award of contract is completed within the period of the validity of the bid. Failure of the successful bidder to accept the award/ sign the contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security.

Contractor

  
Head SCD

  
Director/Chief Executive Officer



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