

TENDER DOCUMENT FOR SUPPLY  
AND DELIVERY OF LUBRICANT  
(LOT 1)



DUNGSAW POLYMERS LIMITED  
(DPL)  
NGANGLAM: PEMAGATSHEL  
2024



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**SECTION- I NOTICE INVITING TENDER (NIT)**

09/DPL/CSD/PRO-TENDR/2024/ 107

1<sup>st</sup> March, 2024

1. DPL invites sealed Bids from eligible Bidders having Valid Trade Licence for the supply and delivery of Lubricants and meeting the qualification requirements as per the scope of supply mentioned hereinafter.

**2. SCOPE OF SUPPLY**

Supply and delivery of Lubricants as per specification mentioned in the Terms of Reference

3. Detailed specifications, scope of supply and terms and conditions are given in the Bidding Documents, which are available at the address given below as per the following schedule:

Name of the package	:	Supply and delivery of Lubricants
Bid submission date & time	:	March 15 2024 by 2:30 hours.
Bid opening date & time, Venue	:	March 15, 2024 at 3:00 pm at DPL Head office, Nganglam.

4. Interested bidders can download the bidding documents from DPL website [www.dpl.bt](http://www.dpl.bt).
5. Participation in the bidding process shall not automatically construe that the Bidder fulfils the Qualifying Requirements, which shall be determined during Bid evaluation based on data/documents submitted by the Bidder. Bids shall be submitted at the address given below and shall be opened in the presence of Bidder's representatives who choose to attend.
6. All Bids must be accompanied by Bid Security of Nu.15,000.00 (Fifteen Thousand) only of quoted amount in the form of Demand Draft /Cash Warrant/ Bank Guarantee, issued by banks/financial institutions in Bhutan shall remain valid for 120 days beyond the end of the validity of period of the bid (i.e. July 15, 2024) . Bids not accompanied with an acceptable Bid Security or Bids accompanied with Bid security of inadequate value or validity period shall be rejected by DPL and in such cases Bids shall be returned to the Bidders unopened.
7. Bidders must submit the copies of:
  - (i) Latest tax clearance certificate & valid trade license;

## **Tender for Supply and delivery of Lubricant**

- (ii) Certificate of incorporation in case of companies or any other certificate as an evidence of being a legal entity; and
  - (iii) Signed Integrity Pact statement as per the format provided in the Bidding Documents along with their Bid.
8. DPL reserves the right to accept or reject any Bid partly or fully or cancel the bidding process without assigning any reasons thereof and in such case no Bidder/ intending Bidder shall have any claim arising out of such action of DPL.
9. Address for Communication:

Mr. Cheki Dorji  
Manager, Procurement Section  
Dungsam Polymers Limited.  
Contact No: +975 17837975/07-481265



## SECTION II – INSTRUCTIONS TO BIDDERS (ITB)

### A. Introduction

#### 1. Scope of Supply

Supply and delivery of Lubricants as per price schedule

#### 2. Fraud and Corruption.

DPL requires that the Bidders and their respective employees, consultants & agents, shall observe the highest standards of ethics during the bidding process and execution of contracts. In pursuance of this policy, it shall be mandatory that Bidders execute an Integrity Pact Statement as per Form 2 of Section III. Failure to provide a duly executed Integrity Pact Statement may result in rejection of the Bid; and

#### 3. Eligibility of Bidders

- (i) A Bidder shall be an eligible Bhutanese firm or incorporated legal entity.
- (ii) A Bidder shall not have conflict of interest. Any Bidder, found to have a conflict of interest, shall be disqualified. Bidders may be considered to have a conflict of interest with one or more parties in the same bidding process if they:
  - a) Employ or otherwise engage, either directly or through any of their Affiliates, a DPL employee, spouse or any of the dependent parent of a DPL employee.
  - b) Have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of DPL regarding this bidding process, or
  - c) Have the same legal authorised representative for purposes of this Bid.

#### 4. Exclusion of Bidders

A Bidder shall be ineligible for participating in this bidding process under the following circumstances:

- (i) The Bidders is insolvent or is in receivership or is a bankrupt or is in the process of being wound up; or has entered into an arrangement with the creditors; or
- (ii) The Bidders' affairs are being administered by a court, judicial officer or appointed liquidator; or

## **Tender for Supply and delivery of Lubricant**

- (iii) The Bidder has suspended business or is in any analogous situation arising from similar procedures under the laws and regulations of his country of establishment; or
- (iv) The Bidder has been found guilty of professional misconduct by any competent authority as per law or any professional body; or
- (v) The Bidder has not fulfilled his obligations with regard to the payment of taxes, social security or other payments due in accordance with the laws of the country in which he is established or of the Kingdom of Bhutan; or
- (vi) The Bidder has been declared by DPL or the Anti-Corruption Commission to be ineligible for participation in tenders on account of any fraud and/or corruption in competing or executing a Contract; or
- (vii) The Bidder has been debarred from participation in public procurement by any competent authority as per law.

### **5. Responsibility of Bidders**

- (i) DPL shall not assume any responsibility regarding information gathered, interpretations or conclusions made by the bidder or regarding information, interpretations or deductions the bidder may derive from the data or any report furnished by DPL. Verbal communication or conversation with any employee of DPL either before or after the submission of Bid shall not affect or modify any of the terms or obligations contained herein.
- (ii) It shall be the sole responsibility of bidders to determine and to satisfy themselves by such means as they consider necessary or desirable as to all matters pertaining to this bidding process including in particular all factors that may affect the performance of the Contract in the event of award.

### **B. The Bidding Documents**

#### **6. Contents of Bidding Documents**

- (i) The scope of supply, bidding procedures and contract terms and conditions are prescribed in the Bidding Documents. The set of bidding documents issued for the purpose of bidding includes the sections stated below together with any addendum/amendment to be issued:

Section I: Notice Inviting Tender

Section II: Instructions to Bidders

Section III: 1) Bid Submission Form; 2) Integrity Pact; and 3) Price Schedule;

Section IV: Terms & Conditions





## **Tender for Supply and delivery of Lubricant**

- (ii) DPL is not responsible for the completeness of the Bidding Documents and their addenda, if any.
- (iii) The bidder is expected to examine all instructions, forms, terms, conditions, specifications and other information in the bidding documents and shall be deemed to have carefully examined the bidding documents and also to have satisfied himself as to the nature, character and scope of supply to be executed. Failure to furnish all information and documents required as per the Bidding Documents or submission of a Bid not substantially responsive to the Bidding Documents in every respect will be at the bidder's risk and may result in rejection of his bid.

### **7. Clarifications on Bidding Documents**

- (i) The bidder shall examine the bidding documents thoroughly in all respects and if any conflict, discrepancy, error or omission is observed, the bidder may request clarification promptly writing.
- (ii) The clarifications shall be uploaded on the website. The bidders are advised to visit the website of the company from time to time in their own interest.

### **8. Amendment of Bidding Documents**

- (i) At any time after the issue of the NIT, DPL may amend the bidding documents by issuing an addendum prior to the deadline for submission of Bids. This may be done either on DPL's own initiative or in response to clarification requests from any prospective bidder.
- (ii) The addendum/amendment/corrigendum will be sent in writing either by registered post/speed post/fax/e-mail to all prospective Bidders. The same shall also be uploaded on the website. It would be in the interest of the bidders to regularly visit the company website for information on any amendment or clarification to the bidding documents. DPL shall in no way be responsible for any ignorance of the Bidder about the amendment to the bidding documents.
- (iii) Such addendum/amendment/corrigendum shall be part of the Bidding Documents and binding on the prospective Bidders. DPL shall assume that the information contained therein have been taken into account by the Bidder in its Bid and shall bear no responsibility or liability arising out of non-receipt of the same in time or otherwise by the Bidder.
- (iv) DPL may, at its discretion, extend the deadline for submission of Bids to allow prospective Bidders reasonable time to take the addendum into account in preparation of their Bids.

### **C. Preparation of Bids**

#### **9. Cost of bidding**

## **Tender for Supply and delivery of Lubricant**

The Bidder shall bear all costs, direct or indirect associated with the preparation and submission of his bid (attending pre-bid meetings) and DPL in no case shall be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

### **10. Language of the Bid and Units of Measure**

- (i) The Bid, and all correspondence and documents related to the Bid shall be in English.
- (ii) The units of measurement shall be metric system of measures unless otherwise specified.

### **11. Bid Submission Form**

The Bidder shall submit the bid using the Bid Submission Form prescribed under Form 1 of Section III. This form must be completed without any alterations to its text, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.

#### **I. Price Variation**

Prices quoted by the Bidder shall remain fixed during the Bidder's execution of the Contract and not subject to variation on any account. A bid submitted with an adjustable price quotation shall be treated as non-responsive and shall be rejected.

#### **II. Currencies of Bid**

- (i) The unit rates and prices shall be quoted by the Bidder in Ngultrums.
- (ii) The payment to the contractor shall be made in the currency of Bid.

#### **III. Period of Validity of Bids**

- (i) Bids shall remain valid for 90 days. A Bid valid for a shorter period shall be liable for rejection by DPL as non-responsive.
- (ii) In exceptional circumstances, prior to the expiry of the Bid validity period, DPL may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing to all the participating Bidders. A Bidder may refuse the request to extend the validity of its Bid without forfeiting its Bid Security. In such a case, the Bid of the Bidder, refusing to extend the validity of its Bid, shall not be considered for evaluation and award. A Bidder granting the request will be required to extend the validity of their Bid securities correspondingly but shall not be required or permitted to modify its Bid.
- (iii) The provisions of ITB 15, regarding discharge and forfeiture of Bid Security shall be applied during the extended period of Bid validity.





**IV. Bid Security**

- (i) The Bidder shall furnish, as part of its Bid, a Bid Security of Nu 15,000.00 (Fifteen Thousand) only of the quoted amount.
- (ii) The Bid Security shall at the Bidder's option, be in any of the following forms:
  - a) An unconditional and irrevocable Bank Guarantee; or
  - b) A Cash Warrant; or
  - c) A Demand Draft
- (iii) Be issued by a banks/financial institutions in Bhutan;
- (iv) Remain valid for a period of 30 days beyond the end of the validity of period of the bid (i.e. April 15, 2024)
- (v) The Bid Security is to be submitted as a part of the Bid. Any Bid not accompanied by adequate Bid Security shall be rejected by DPL as non-responsive.
- (vi) No interest shall be paid by DPL on the Bid Security.
- (vii) The Bid Security shall be returned to successful and unsuccessful Bidders as promptly as possible upon signing of Contract and receipt of Performance Security from successful Bidder.
- (viii) The Bid Security shall be forfeited:
  - a) If a Bidder withdraws it's Bid as a whole or in part during the period of Bid validity specified by the Bidder on the Bid Form.
  - b) If the bidder has been found practicing corrupt or fraudulent or collusive or coercive practices during bidding process
  - c) If the successful Bidder fails to accept the correction of its Bid Price or sign the Contract or furnish a Performance Security;

**V. Signing of Bids**

- (i) The Bidder shall prepare one set of original and another set of copy of documents constituting the Bid, and clearly marked each as "Original" and "Copy". In the event of any discrepancy between the copies and original Bid, the original shall prevail.
- (ii) The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person/persons duly authorized by the Bidder. However, any published document submitted along with the Bid shall be signed by the authorized signatory (ies) at least on the first page and last page of such document.



- (iii) Any interlineations, erasures, overwriting, cutting or alteration shall only be valid if they are initialed by the authorized signatory (ies) to the Bid.

**D. Submission of Bids**

**1. Submission of Bids**

- (i) Each Bidder, including its affiliate, shall be permitted to submit only one Bid against a particular NIT. In case a Bidder and its affiliate have submitted separate Bids against the same NIT, such bids shall be rejected.
- (ii) Bids shall be delivered by hand, courier or registered post so as to reach DPL on or before the date and time. DPL shall not be responsible for any delay in receipt of the bid where sent by post or courier.
- (iii) All envelopes shall be sealed with adhesive or other sealant to prevent unauthorised reopening and be signed across their seals by the person authorized to sign the Bid on behalf of the Bidder.
- (iv) If the envelopes are not sealed and marked as above, DPL shall assume no responsibility for the misplacement or premature opening of the Bid.

**2. Deadline for Submission of Bids**

- (i) The deadline for submission of bid shall be as specified in Clause No. 3 of NIT. In the event of the specified date for submission of Bids being declared a holiday for DPL, the Bids will be received up to the specified time on the next working day. Such postponement of date will not have any impact on the other dates specified in the Bidding Documents (i.e. bid validity and validity of bid security).
- (ii) DPL may, at its discretion, extend the deadline for the submission of Bids/ opening of Bids by issuing an addendum and hosting the same on the website, in which case all rights and obligations of DPL and the Bidders previously subject to the original deadline shall thereafter be subject to the deadline as extended.
- (iii) In the event of the deadline for submission of Bid extended by DPL, the Bidders who have already submitted their Bids within the original deadline of submission shall have the option to submit their revised Bid in substitution either in full or in part of earlier Bid. In the absence of a revised Bid, the original Bid shall be considered for opening and subsequent evaluation if otherwise in order. Wherever, the Bidder has submitted the revised Bid in modification of earlier Bid, the earlier Bid shall be returned unopened to the Bidder.





**3. Late Bids**

Any Bid received by DPL after the bid submission deadline shall be declared late, rejected and returned unopened to the Bidder.

**E. Bid Opening, Evaluation and Comparison**

**4. Bid Opening**

- (i) DPL shall conduct the bid opening at DPL, head office, Nganglam on March 15, 2024 at 3.00pm.
- (ii) Bidders or their authorized representatives shall be allowed to attend the bid opening. Bidders who chose to attend shall sign the attendance sheet provided in the record of Bid opening with their name designation, firm name and phone number or any other particulars as may be required. Bidders who chose to attend the opening shall not be allowed to speak on matters related to the Bid until and unless required by the committee members or by seeking permission from the Chairperson by raising hand. Bidders who have any complaint with regard to the Bid opening shall write in the complaint sheet and duly sign the sheet.
- (iii) Cover envelopes of all other Bids shall be opened one at a time. Bids not accompanied by requisite Bid Security shall be rejected and returned to the Bidder.
- (iv) The following information shall be publicly announced during the Bid opening for the Bidders to note:
  - a) The name of the Bidder;
  - b) The presence or absence of Bid security and its amount;
  - c) The total price offered;
  - d) Discounts offered, if any;
  - e) Such other details as DPL may consider appropriate.
- (v) DPL shall prepare a record of the Bid Opening, which shall include the information disclosed to those present. The record of the Bid Opening shall include, as a minimum:
  - a) The NIT title and reference number;
  - b) The Bid submission deadline date and time;
  - c) The date, time and place of Bid opening;
  - d) Bid prices, offered by the Bidders, including any discounts and alternative offers;
  - e) The presence or absence of Bid Security and, if present, its amount;
  - f) The name of each Bidder;
  - g) The names and signature of attendees at the Bid opening, and name of the Bidders they represent (if any);



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- h) Details of any complaints or other comments made by attendees/ representatives attending the Bid opening, including the names and signatures of the attendees/representatives making the complaint(s) and/or comment(s); and
  - i) The names, designations and signatures of the members of the Bid Opening Committee.
- (vi) The Bidders' representatives who are present shall be requested to sign the record. The omission of a bidder's representatives' signature on the record shall not invalidate the contents and effect of the record.

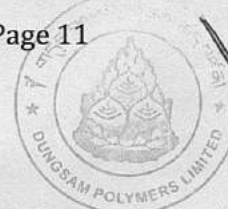
### **5. Confidentiality**

- (i) Except as may be required by law, information relating to the examination, clarification, evaluation, comparison and post-qualification of Bids, and recommendation of Contract Award, or any other matter concerning the Bid shall not be disclosed to Bidders or any other persons not officially concerned with such process after the public opening of the Bids until issuance of the LoA.
- (ii) No Bidder shall contact DPL on any matter related to its Bid from the time of the opening of the Bid to the time the Contract is awarded. Any attempt by a Bidder to influence DPL in the examination, evaluation, comparison and post-qualification of the Bids or Contract award decisions may result in the rejection of its Bid.
- (iii) All documents, correspondence, decisions and other matters concerning the Contract shall be considered of confidential and restricted nature by the Bidder and he shall not divulge or allow access thereto by any unauthorised persons.

### **6. Clarification of Bids**

- (i) To assist in the examination, evaluation, comparison and post-qualification of the Bids, DPL may, at its discretion, ask any Bidder for a clarification on its Bid including justification and breakup of the rates and prices quoted. Any clarification submitted by a Bidder that is not in response to a request by DPL shall not be considered. DPL's request for clarification and the response thereto shall be in writing and shall be delivered by registered post / speed post/ courier/ hand delivery.
- (ii) No change in the prices or substance of the Bid shall be sought, offered or permitted, except to confirm the correction of arithmetic errors discovered by DPL in the evaluation of the Bids.
- (iii) If a Bidder does not provide clarifications of its Bid by the date and time set in DPL's request for clarification, its Bid may be rejected.

### **7. Responsiveness of Bids**





## **Tender for Supply and delivery of Lubricant**

- (i) For the purpose of this clause, a substantially responsive Bid is one, which conforms to all the terms, conditions and specifications of the Bidding Documents without material deviation, reservation, conditionality or omission.
- (ii) DPL shall examine the bid to confirm that the bid is substantially responsive and all terms and conditions specified in the Bidding Documents have been accepted by the Bidder without any material deviation, reservation, conditionality or omission. DPL's determination of a bid's responsiveness shall be based on the contents of the bid itself without recourse to extrinsic evidence.
- (iii) If a bid is not substantially responsive to the requirements of the Bidding Documents, it shall be rejected by DPL.

### **8. Evaluation and Comparison of Bids**

- (i) DPL shall evaluate each bid, which has been determined to be substantially responsive and the final Bid Price.
- (ii) If the Bid price of the lowest evaluated Bid appears abnormally low and/or seriously unbalanced, DPL may require the Bidder to produce written explanations, justifications and detailed price analyses. Such abnormally low Bid may or may not be accepted. If DPL 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 prices offered and the average price quoted by all the other Bidders. In case of a single response, the additional security shall be based on the difference between the evaluated bid price and the estimated cost as may be determined by the DPL to protect DPL against any financial loss in the event of default of the successful bidder under the Contract.

### **9. DPL's Right to Accept Any Bid, and to reject any or All Bids**

DPL 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 or any obligation to inform the affected bidders of the grounds for such action of the DPL.

### **F. Award of Contract**

#### **10. Award Criteria**

DPL shall award the Contract to the successful bidder whose bid has been determined to be substantially responsive and to be the lowest evaluated Bid, further provided that the Bidder is determined to be eligible and qualified and has the capacity and capability to fulfil the contract.



**11. Letter of Acceptance**

- (i) Prior to the expiry of the period of bid validity, DPL shall notify the successful bidder, through a Letter of Acceptance (LoA) that its bid has been accepted indicating the award price.
- (ii) Until a formal contract is prepared and executed, the LoA shall constitute a binding contract between the successful bidder and DPL.
- (iii) Upon the furnishing of performance security by the successful bidder, DPL shall
  - a) Promptly notify each unsuccessful bidder and return their bid security.
  - b) Publish a notification of award on its website.

**12. Signing of Contract Agreement**

- (i) At the same time as notifying the successful Bidder in writing through the LoA that its Bid has been accepted, DPL shall invite the successful Bidder for signing of Contract Agreement
- (ii) The Contract Agreement shall be signed within 20 (twenty) working days of the issue of the LoA.
- (iii) **Entry of rate contract** shall come into force with effect from date of signing of contract and shall remain valid for one year at firm rate.

**13. Performance Security**

- (i) Within ten working days of the receipt of the LoA and latest by the date of signing of the Contract, the successful Bidder shall submit a performance security of equivalent amount of 10% of the Contract value in form of bank guarantee. DPL reserves the right to verify independently the genuineness of the performance security from the issuing bank or a correspondent bank of such issuing bank in the Kingdom of Bhutan.
- (ii) The performance security shall be submitted as an unconditional and irrevocable bank guarantee
- (iii) Failure of the successful bidder to submit the above-mentioned performance security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security. In that event DPL may award the Contract to the next lowest evaluated Bidder whose offer is substantially responsive and is determined by DPL to be qualified to perform the Contract satisfactorily or call for fresh bids.





### SECTION III - BIDDING FORMS

- 1) Bid Submission Form;
- 2) Integrity Pact;
- 3) Price Schedule; and

#### SECTION III (1): BID SUBMISSION FORM

Date:.....

NIT no.: 09/DPL/CSD/PRO-TENDR/2024/ 107

**Title of Contract:** Supply and delivery of Lubricants.

To:

Chief Executive Officer  
Dungsam Polymers Ltd  
Nganglam: Bhutan

We, the undersigned, declare that:

- a) Having examined all the Bidding Documents including addenda, .....(Insert list) we offer to execute the Rate Contract for Supply and delivery of Lubricants to DPL, Nganglam in accordance with the Conditions of Contract accompanying this Bid for the Contract Price:

Sl#	Particulars	Amount In (Nu)
A	Supply and delivery of Lubricants	

- b) This Bid and your written acceptance of it shall constitute a binding Contract between us. We understand that you are not bound to accept the lowest or any Bid you receive.



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- c) We hereby confirm that this Bid complies with the Bid validity and Bid Security required by the Bidding Documents.
- d) We including any subcontractors or suppliers for any part of the Contract, have nationalities from eligible countries;
- e) We have no conflict of interest;
- f) Our firm, its affiliates or subsidiaries—including any subcontractors or suppliers for any part of the Contract—has not been declared ineligible under the laws or official regulations of Bhutan.
- g) Incise if I withdraw my bid after opening for whatsoever reasons, I agree to the forfeiture of the EMD/Bid Security and I shall also be bound to pay the positive cost difference between my bid with that of the next lowest evaluated bidder and failure on my part to do so within a month, will authorize the client to debar my firm for a period of 2 years.
- h) Our duly executed Integrity Pact Statement is attached herewith.

Authorized Signature: \_\_\_\_\_ (Affix legal stamp)

Name and title of Signatory: \_\_\_\_\_

Name of Bidder: \_\_\_\_\_

Address: \_\_\_\_\_





## SECTION IV- INTEGRITY PACT

### 1 General

Whereas **Mr. DB Gurung**, Chief Executive Officer representing the **Dungsam Polymers Limited**, Royal Government of Bhutan, hereinafter referred to as the Employer on one part, and Mr. ....representing the M/s..... as the other part hereby execute this agreement as follows:

This agreement should be a part of the tender document, which shall be signed and submitted along with the tender document. The head of the employing agency/or his authorized representative should be the signing authority. For the bidders, the bidder himself or his authorized representative must sign the Integrity Pact (IP). If the winning bidder had not signed during the submission of the bid, the tender shall be cancelled.

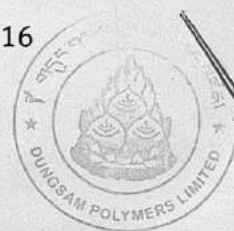
### 2 Objectives

Now, therefore, the Employer and the Bidder agree to enter into this pre-contract agreement, hereinafter referred to as Integrity Pact, to avoid all forms of corruption by following a system that is fair, transparent and free from any influence/unprejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into, 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, goods and 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 and the Employer will commit to prevent corruption, in any form by their officials by following transparent procedures.

### 3. Commitments of the Employer:

The Employer Commits itself to the following:-



- 3.1 The Employer hereby undertakes that no official 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, favour 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, bid evaluation, contracting or implementation process related to the Contract.
- 3.2 The Employer further confirms that its officials has not favoured any prospective bidder in any form that could afford an undue advantage to that particular bidder during the tendering stage, and will further treat all Bidders alike.
- 3.3 All the officials of the Employer shall report to the head of the employing agency or an appropriate Government office any attempted or completed violation of clauses 3.1 and 3.2.
- 3.4 Following report on violation of clauses 3.1 and 3.2 by official(s), through any source, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the Employer and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the Employer the proceedings under the contract would not be stalled.

#### **4 Commitments of Bidders**

The Bidder commits himself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of his bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commits himself to the following :-

- 4.1 The Bidder will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, 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, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the Contract.
- 4.2 The Bidder further undertakes that he has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Employer or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the Contract or any other contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the Contract or any other contract with the Government.





- 4.3 The Bidder will not collude with other parties interested in the contract to preclude the competitive bid price, impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 1.4 The Bidder, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the Employer or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

**5 Sanctions for Violation**

The breach of any aforesaid provisions or providing false information by employers, including manipulation of information by evaluators, shall face administrative charges and penal actions as per the existing relevant rules and laws.

The breach of the Pact or providing false information by the Bidder, or any one employed by him, or acting on his behalf (whether with or without the knowledge of the Bidder), or the commission of any offence by the Bidder, or any one, employed by him, or acting on his behalf, shall be dealt with as per the provisions of the Penal Code of Bhutan, 2004, and the Anti-Corruption Act, 2006.

The Employer/relevant agency shall also take all or any one of the following actions, wherever required:-

- 5.1 To immediately call off the pre-contract negotiations without giving any compensation to the Bidder. However, the proceedings with the other Bidder(s) would continue.
- 5.2 To immediately cancel the contract, if already awarded/signed, without giving any compensation to the Bidder.
- 5.3 The Earnest Money/Security Deposit shall stand forfeited.
- 5.4 To recover all sums already paid by the Employer.
- 5.5 To en-cash the advance bank guarantee and performance security, if furnished by the Bidder, in order to recover the payments, already made by the Employer, along with interest.
- 5.6 To cancel all or any other Contracts with the Bidder.



- 5.7 To debar the Bidder from entering into any bid from the government of Bhutan as per the Debarment Rule.

**6. Conflict of Interest**

- 6.1 A conflict of interest involves a conflict between the public duty and private interests (for favour or vengeance) of a public official, in which the public official has private interest which could improperly influence the performance of their official duties and responsibilities. Conflict of Interest would arise in a situation when any concerned members of both the parties are related either directly or indirectly, or has any association or had any confrontation. Thus, conflict of interest of any tender committee member must be declared in the prescribed form (attached).
- 6.2 The Bidder shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any committee member, and if he does so, the Employer shall be entitled forthwith to rescind the Contract and all other contracts with the Bidder.

**7 Examination of Books of Accounts**

- 7.1 In case of any allegation of violation of any provisions of this Integrity Pact or payment of commission, the Employer/authorized persons or relevant agencies shall be entitled to examine the Books of Accounts of the Bidder and the Bidder shall provide necessary information of the relevant financial documents and shall extend all possible help for the purpose of such examination.

**8. Monitoring and Arbitration**

- 8.1 The respective procuring agency shall be responsible for monitoring and arbitration of IP as per the Procurement Rules.

**9 Legal Actions**

- 9.1 The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

**10 Validity**





## **Tender for Supply and delivery of Lubricant**

- 10.1 The validity of this Integrity Pact shall cover the tender process and extend until the completion of the contract to the satisfaction of both the Employer and the Bidder.
- 10.2 Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

### **11. Legal Actions**

- 11.1 The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

### **12. Force Majeure**

- 12.1 In the event that the contractor or any of its subcontractors or the Purchaser is delayed in performing any of their respective obligations under the Contract, and such delay 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 the obligation delayed.
- 12.2 If a Force Majeure situation arises, the Contractor shall promptly notify the Purchaser (DPL) in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier 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.

We, hereby declare that we have read and understood the clauses of this agreement and shall abide by it. Further, the information provided in this agreement are true and correct to the best of our knowledge and belief.

The parties hereby sign this Integrity Pact at \_\_\_\_\_ on \_\_\_\_\_



**Tender for Supply and delivery of Lubricant**

-----  
  
EMPLOYER

-----  
  
Bidder (sealed & signed by  
authorized person and witnesses  
with legal stamp affixed)

Witness:

Witness:

1. \_\_\_\_\_

1. \_\_\_\_\_





# Tender for Supply and delivery of Lubricant

## SECTION V - PRICE SCHEDULE

SL.N o	Description & Details		UoM	Qty	Unit Rate (BTN)	Total Amount (BTN)
1	Kyros Super Spin-12	Servo or equivalent	liter	4000		
2	Mobile -20W40	Servo or equivalent	Liter	420		
3	Gear Oil-320	Servo or equivalent	liter	210		
4	Hydraulic Oil- 68	Servo or equivalent	liter	210		
5	Dendrite	PC 65	liter	50		
6	MB 50 grease	Heat resistance	Kg	3		
		Total Amount for Supply of Goods to Purchaser (including all types of cost)				

Total Amount in Nu. (in words)	
Delivery period	



## Tender for Supply and delivery of Lubricant

### Terms and Conditions

1. The Supplier shall be required to submit a performance security of 10% of the quoted price in the form of cash warrant, demand draft or unconditional Bank Guarantee issued by a financial institution, which shall be furnished at the time of signing the contract. Performance security shall be valid till the end of contract period and will be returned after the end of contract period.
2. The supply of the goods shall be completed within **40 ( forty days)** time from the date of issue of Letter of Intent (LoI) or issue of the Purchase Order, or the signing of the contract (if applicable);
3. Payment of the Invoice shall be arranged by the Purchaser, within one month upon submission of original Invoice and TPN number, against the actual supplied quantities of goods as listed in the Purchase Order.
4. The quoted price shall include all taxes, duties, insurance and any other costs involved and nothing extra shall be paid.
5. Supplier have to supply the goods strict to the sample submitted along with the bid, any goods found defective or not as per sample shall be replaced by the supplier at his cost. If the supplier fails to rectify or replace the defective goods, the purchaser shall do it at the cost of the supplier.
6. The supplier shall pay liquidated damages at the rate of 0.1% per day for each day of delay to a maximum of 10% of the quoted price for the undelivered amount.
7. The Purchaser may issue written notice, terminate the Purchase Order (or Contract if applicable) in whole or in part at any time for its convenience:
  - a. If the Supplier fails to perform any other Terms and Conditions specified with the Purchase Order, or exceed the maximum amount of liquidated damages.
  - b. if the Supplier fails to perform any other obligation(s) under the Purchase Order, or





## **Tender for Supply and delivery of Lubricant**

- c. if the Supplier does not take any remedial action within a period of (7) seven calendar days after receipt of a notice of default from the Purchaser specifying the nature of the default(s), or
  - d. if the Supplier, in the judgment of the Purchaser, has engaged in any corrupt or fraudulent practices in competing for or in executing the tasks under this Purchase Order; and
- 
- 8. In case the supplier fails to supply the goods within the stipulated time, the purchaser may procure any of the items from the open market and realise the difference amount between the quoted price & market price from the security deposit.
  - 9. Supplier shall supply the materials as per the purchase order placed by the DPL with required materials with required quantity
  - 10. Depending on the final requirement, the purchaser may increase or decrease the quantities by twenty percent (20%) of the purchase order.
  - 11. Lubricants shall be delivered F.O.R Nganglam DPL plant at supplier's risk.
  - 12. Decision of DPL will be final and binding.

