



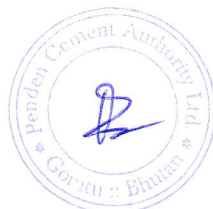
**BIDDING DOCUMENT**

**FOR**

**Transportation of Cement from PCAL factory**

**to**

**Samdrup Jongkhar, PCAL Cement Depot**





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The Chief Executive Officer  
Penden Cement Authority Ltd.  
Gomtu: Bhutan

Name of work: .....

Bid Security/EMD Nu: ..... Time of Completion .....

Dear Sir,

I offer to do the above work for Penden cement Authority Limited, Gomtu at the rate stated as per the bill/schedule of quantities. The total value of the work is Nu: .....

The terms and Conditions have been gone through by me and I undertake to abide by all necessary provisions covered therein.

- 1) I have seen the site and acquainted myself about the work conditions.
- 2) My trade License approved by Ministry of Economic Affairs, Royal Government of Bhutan License is ..... and the CDB registration Number is.....
- 3) My name is enlisted in the Contractors' list approved by Royal Government of Bhutan, Ministry of Trade and Industry and the classification is .....

Bidder Name: .....Email Address.....

Full Address: .....

Signature: ..... Contact No. ....

Witness:

Signature:  
Name: .....

Address: .....

Tender Enquiry No:

Last date & time of submission of tender: .....

Last date & time of opening: .....

EMD Money Nu. .... deposited through Performance Guarantee/demand draft/Cash warrant.

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





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**GENERAL TERMS AND CONDITIONS**  
for  
**TRANSPORTATION OF CEMENT from PCAL factory (Gomtu) to S/Jongkhar, PCAL Depot.**

**CLAUSE: 1**

It is mandatory for the Contractors to furnish the following information and documents without which the bid shall be cancelled immediately:

- 1.1 2% of the quoted total amount of the works as a Bid Security/Earnest Money Deposit (EMD) in the form of Demand Draft/Cash warrant/Unconditional Bank guarantee or deposit in PCAL Gomtu BOB account number 101731083 and submit the deposit slip along with the tender documents.
- 1.2 Valid Transport License.
- 1.3 Valid Tax Clearance Certificate.
- 1.4 Valid Construction Development Board (CDB) certificate appropriate to value of work/job.
- 1.5 Tender filled and signed by other than the owner/transporter is not permitted. However, if the signatory is authorized then the tender document should be accompanied by authorization letter from the owner.
- 1.6 Tender document to be completed in all respects, incomplete tender may lead to rejection of the tender.
- 1.7 The bidder are advised to deliver the bids to the addressee in an envelope properly sealed with adhesive tape or other sealant and shall be marked "Confidential", "Tender No. and name of the Works" "Do not open before the specified date, month and time".

**CLAUSE: 2 (Modes of Tendering)**

- 2.1 The mode of tendering for this particular works shall follow a "single stage single envelope", all the commercial documents and bid price shall be submitted in one single envelope.

**CLAUSE: 3 (Bid Validity)**

- 3.1 The bid validity period shall be kept for 50 (Fifty) days from the date of Enquiry as per our notification date. 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 fax, 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.

**CLAUSE: 4 (Bid Security)**

- 4.1 2% of the total amount of the works value to be submitted as Bid Security or EMD.
- 4.2 The bid security shall be in the form of unconditional bank guarantee/Cash Warrant/ Demand Draft or as specified in the bidding documents.
- 4.3 The bid security shall remain valid for a period of 60 (Sixty) days beyond the validity period for the bids, in order to provide reasonable time if the security is to be called.

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- 4.4 The bid security may be forfeited:
- If a bidder withdraws its bid during the period of bid validity specified by the bidder;
  - If a bidder does not accept the arithmetical corrections of its bid price;
  - 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.
- 4.5 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.
- 4.6 The bid security of the successful bidder shall be returned on submission of the performance security by the successful bidder to whom the contract is awarded.

### **CLAUSE: 5 (Performance Security)**

- 5.1 The company shall require the contractor to submit a Performance Security prior to the signing of the contract. The amount of Performance Security shall be ten (10) percent of the total quoted value of the contract/work value.
- 5.2 The Performance Security shall be valid 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 the contract shall be terminated and the Performance Security shall be forfeited. The Performance Security shall be in the form of cash warrant or demand draft and not acceptable in any other form.
- 5.3 The Performance Security shall be discharged and returned to the contractor within thirty days after the successful completion of the contract. Failure of the successful bidder to submit the above mentioned Performance Security or Sign the contract within the bid validity date shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security. In that event, the company may decide to 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.
- 5.4 The Performance Security or part thereof shall be returned to the contractor on completion of the assignment under the contract within 30 (Thirty) days.

### **CLAUSE: 6 (Price/Rate)**

- 6.1 The price shall be quoted in Ngultrum and it shall remain valid and fixed till the entire contractual period and subject to change if affected by clause 6.2.
- 6.2 The revision of the price shall be applicable in case of any change in the price of fuel beyond the 4% of base price. The percentage of increase in rate shall be @ 0.30% for every 1% increase in fuel price beyond the fuel price. Next revision of price will be considered from the revised rate when the increase is beyond 4%. The same formula shall be applicable in case of decrease of diesel price. However, the transporter shall submit the base diesel price to PCAL.
- 6.2.3 The hike on revision should be submitted instantly as and when it takes effects and PCAL shall not consider any rate revision which is submitted after a very long period. In such cases the reference for the base price shall be considered not the initial base price submitted but the last price from the date of your appeal.

### **CLAUSE: 7 (Execution of work)**

- 7.1 The successful bidder should be able to lift as per our requirement, (Lifting Quantity will be displayed at Sales & Marketing Department white board one week before, seasonal basis) However, the transporter shall coordinate and arrange trucks as per our requirement raised by Sales & Marketing Department at any given time for the particular destination. Transporter should also maintain close liaison with the respective Depot

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- In-Charge all the time so that the trucks are unloaded on the same day itself. No detention charges will be paid.
- 7.2 Once the loaded trucks exit from PCAL Factory Gate should reach their designated areas on within the number of days as mentioned below:  
PCAL Factory to Samdrup Jonkhar maximum 3 (three) days.  
The vehicle not able to reach within the stipulated time should inform the Head Office of Sales & Marketing or particular Depot In-Charge in writing to avoid any penalty or misunderstanding.
- 7.3 In a month, there will be 4 – 5 Sundays, 2-3 holidays on the average and the effective working days may vary from 22 – 24 days. Even during these working days, the company may not be able to give cement some days due to unforeseen circumstances and a provision of 7 (Seven) days shall be kept for the purpose. Accordingly, the transporter shall perform satisfactorily for 15 days a month without fail. In the event this not fulfilled, this will lead to cancellation of the contract.
- 7.4 Transshipment of cement en-route shall strictly not be allowed any time unless prior permission is obtained from the Head Office, Sales & Marketing Department in writing under urgent circumstances.

### **CLAUSE: 8 Liquidated Damages**

- 8.1 Liquidated damages (LD) shall be calculated as follows:
- If the transporter fails to deliver the materials as per Clause 7.2, the LD penalty of 0.05% of the total load value per day shall be charged till the material has reached our destination.
  - The daily and monthly quota should be fulfilled if not the penalty for shortfall shall be imposed @ 0.1% of the total amount of quota specified for the day/month.
- 8.2 The total amount of liquidated damages shall not exceed ten percent (10%) of the Contract Price.

### **CLAUSE: 9 Liability & Risk**

- 9.1 The successful bidder shall be fully responsible to transport the goods from one location to another in terms of quantity, pilferages, leakages, damages etc.
- 9.2 It shall be also the responsible of the bidder to transport the goods as specified in the Transportation Challan issued by the client.
- 9.3 Any loss or damage of goods or consignment under clause 9.1. the bidder shall be fully accountable and responsible to make good of the damages or loss without any denial and the cost shall be deducted from the bill of the Transporter at the respective ex-depot rate.
- 9.4 PCAL shall not be responsible for any fines, penalties imposed by RSTA or MVI of India for overloading or any traffic rule violation.
- 9.5 All cement carrying trucks should cover the load with good tarpaulin as per our national act and failure to comply with the act the transporter shall be held responsible.
- 9.6 Vehicles carrying load beyond the permissible weight is at transporter's own risk.
- 9.7 Driver and Handy boy below the restricted age shall not be allowed to enter into the PCAL factory and respective PCAL Depots premises, if found the matter shall be handed over to the Royal Bhutan Police of that particular area.
- 9.8 Due to driver's fault if any accident, lost of life and damages to PCAL properties occur inside the PCAL Plant or Depot premises the cost of life or injury shall be dealt as per the law of the kingdom and properties damage shall be recovered from the transporters after justification.

### **CLAUSE: 10 (Terms and Methods of Payment)**

- 10.1 The payment shall be made after every 15 days on receipt of your original bills.
- 10.2 No advance payments shall be made and all the payment shall be made through Bank.

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### **CLAUSE: 11 (Force Majeure)**

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.

### **CLAUSE: 12 (Settlement of Disputes)**

- 12.1 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.

### **CLAUSE: 13 (Bid form and Bill of Quantities)**

- 13.1 The bid form shall be a letter addressed to the company with the bidder's commitment to accept and comply with the provisions of bidding documents, which are binding on them, and abide by the bid validity date and provide performance guarantees, if required, on award of contract. The bidder shall fill the bid form and sign. Non-compliance would be treated as bidder not accepting the terms and conditions of the bid documents and addenda issued thereafter, the bid shall be rejected.
- 13.2 BOQ, indicating the description and quantity of the works to be done and the corresponding unit shall be provided with the bid documents. The priced BOQ shall have the provisions for rates to be filled in by the bidders both in figures and words.
- 13.3 The prospective bidders may include or mention in the BOQ about any discount that may be offered on the quoted prices. The presence of alternate bids, if any, shall also be mentioned.

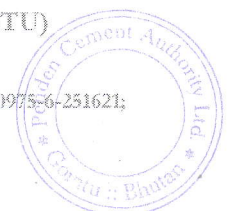
### **CLAUSE: 14 (Clarification on Bidding Documents)**

- 14.1 If the 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.
- 14.2 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.

### **CLAUSE: 15 (Amendment of Bidding Documents)**

- 15.1 The company reserves the right to amend or modify bidding documents for any reason by issue of

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- 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.
- 15.2 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.
- 15.3 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.

### **CLAUSE: 16 (Language of Bid)**

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.

### **CLAUSE: 17 (Modification and Withdrawal of Bid)**

- 17.1 The bidder, on submission of written application, may modify or withdraw its bid after the bid's submission prior to the deadline for submission of bid as prescribed in the bid documents. The bidder on re-submission shall write on the inner and outer envelope additionally marked as "Modification" or "Withdrawal", as appropriate. The company shall accept the bid (modified bid) as per the bid submission schedule as indicated in the bid documents and not thereafter. Bids once withdrawn shall not be accepted.
- 17.2 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified in the bid document, neither any modification will be accepted.

### **CLAUSE: 18 (Treatment of abnormally low or high bid)**

- 18.1 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.
- 18.2 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.
- 18.3 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.

### **CLAUSE: 19 (Penalty which will lead to direct termination of the contract, forfeit and restrict participation in the same tender if PCAL decides to retender it)**

- 19.1 If PCAL authority notices any deflection of cement, unloading of cement at any other place other than depot will entail termination of work order with forfeiture of performance security.
- 19.2 If the transporter fails to transport the agreed quantities for the number of days specified below within a period of one month, the work order shall be cancelled with forfeit of Performance Security.

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- 19.3 The transporter shall not at all engage any of the PCAL staff's vehicle at any cost, if found and proven with concrete evidence this shall result in forfeit of the Performance Security, termination of the contract with immediate effect and restriction from future participation in similar works.
- 19.4 The transport will be held responsible for carrying any extra load beyond the issued challan load from our source. If noticed, the PCAL authorities shall record in writing and the case shall be forwarded to RBP. The same registered vehicle shall never be allowed to enter into our PCAL factory or PCAL Depot premises. A written memo shall be served to the transporter.

### **CLAUSE: 20 (Payment to contractor)**

Payment shall be made within 15 days from the date of submission of running bill duly verified by Head of the Sales & Marketing Department. In case of final bill, minimum one month is required to process the bill.

### **CLAUSE: 21 (Contractor's Tax)**

Tax @ 2% shall be deducted from the bills payable to the contractor, TDS certificate shall be furnished from Finance Investment Department if required.

### **CLAUSE: 22 (Tender Prices)**

- 22.1 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.
- 22.2 It shall be presumed that the Bidder has carefully examined the terms and conditions, as contained in the Tender document/Specifications thoroughly and carefully, and fully acquainted himself/herself with all the details of the site conditions, location, weather characteristics and all other information and data pertaining to the work. In fact, the offer may be prepared by the Bidder only after taking into account all the obligations as stated in the Tender documents for the proper and timely execution of the work, compliance with all the statutory rules and regulations, as applicable, and payment of all royalties, insurance fees etc. in connection with the work, all at his own cost.
- 22.3 The Bidder may visit the site prior to submission of the tender to collect more information on site condition at their own cost.
- 22.4 PCAL shall not entertain any claim, after the award of the work, on the plea of incomplete information on site conditions and/or on incorrect understanding of the stipulations in the Tender documents.
- 22.5 It shall be the responsibility of the Bidder to request for any missing document. In absence of any such request the Bidder shall be deemed to have received and read all documents.
- 22.6 All pages of the Tender documents including addenda/corrigenda, if any, should be initialed at the lower left hand corner. The tender should be signed by the Bidder. In the event of the tender being submitted by a firm, it must be signed by each partner thereof, and in the event of the absence of any partner, it shall be signed on his behalf by a person holding a Power of Attorney authorizing him to do so, certified copy of which shall be enclosed.
- 22.7 No alterations or modifications should be made in the contents of Tender documents. If corrections be needed while filling in the tender, the same shall be made by the Bidder with his dated signature. Any tender that is not accompanied with the complete set of 'Tender documents' and/or which does not include prices of all the items in the Price Schedule shall be considered incomplete and shall be rejected.
- 22.8 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.

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### **CLAUSE: 23 (Employer rights)**

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

### **CLAUSE: 24 (Award of Contract)**

The acceptance of a tender and award of contract to one or more than a bidder, 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.

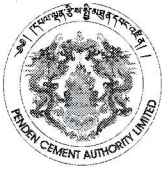
### **CLAUSE: 25 (Contract award)**

- 25.1 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 of capability and financial resources specified in the bid documents.
- 25.2 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. When the company has notified that it has been awarded the contract by such notification, the LoA will constitute the formation of a contract until the contract has been affected.
- 25.3 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.
- 25.4 The LoA shall include, among others, the following information:
- a) The date of the award decision,
  - b) The contract price to be paid for the works,
  - c) Requirement of performance security,
  - d) A copy of the contract form provided in the bidding document incorporating all agreements.
- 25.5 Where it is not possible for both the parties to sign the contract simultaneously;
- a) The company shall send to the successful bidder two original copies of the full contract together with the LoA signed by its duly authorized representative together with the dated signature;
  - b) The LoA shall indicate the deadline which shall normally be not more than fifteen days by which the successful bidder must accept the award and sign the contract;
  - c) The successful bidder, if he agrees to conclude the contract, shall sign and date all original copies of the contract and the letter of acceptance and return one copy of each to the company before the expiry of the deadline indicated in the LoA;
- 25.6 Following documents from the contract are to be taken as mutually explanatory of one another.
- a) The Contract Agreement;
  - b) Letter of Acceptance;
  - c) Bid and Appendix to bid;
  - d) Special Conditions of Contract;
  - e) General Conditions of Contract;
  - f) Prices Bill of quantities;
  - i) Any other document forming part of the Contract.
- OR the whole tender document which is sealed and signed is considered equally of having all the complete documents as required and qualifies the clause 25.6 for award of work.

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**CLAUSE: 26 (Contract Management)**

26.1.1 Contract Supervision and Administration

Contract supervision and administration will be undertaken by the Sales & Marketing Department. The transporter should keep in constant touch with the Head of the Sales, Depot in-charge or any assigned Officer by the Authority himself, for day to day business.

**Head, Supply Chain Division**





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### INTEGRITY PACT

#### 1 General

Whereas (Name of person) representing the (name of Agency), Royal Government of Bhutan, hereinafter referred to as the Employer on one part, and (Name of person) representing the (Name of Bidder) 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 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, 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, bid evaluation, contracting or implementation process related to the Contract.
- 3.2 The Employer further confirms that its officials has not favored 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 such a case while an enquiry is being conducted by the Employer the proceedings under the contract would not be stalled.

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### 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, 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, 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, favor, any Material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the or for bearing 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 favor or disfavor to any person in relation to the contract or any other contract with
- 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.
- 4.4 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 of 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 evaluations, 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 encash the advance bank guarantee and performance bond/warranty bond, 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. To debar the Bidder from entering into any bid from the government of Bhutan as per the Department Rule.

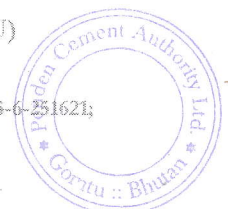
### 6 Conflict of Interest

- 6.1 A conflict of interest involves a conflict between the public duty and private interests (for favor 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 tender committee member must be declared in the prescribed form (attached).

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- 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.
- 6.3 The successful bidder at any cost should not accept or recruit any of the PCAL employee's properties on hire.

**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**

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

**9. Legal Actions**

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**

- 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. 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 is true and correct to the best of our knowledge and belief.

The parties hereby sign this integrity pact at.....on.....

**BIDDER:**

**EMPLOYER:**

Signature:

Signature:

Name: ..... Name: .....

Seal

Seal

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