



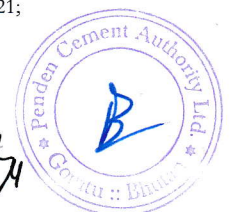
## BIDDING DOCUMENT

# DETAIL STUDY FOR PREPARATION OF FMFS, EIA AND EMP FOR QUARTZITE MINE

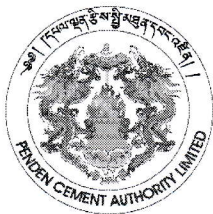
19<sup>th</sup> March 2024

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report is already being prepared and the same report may be referred for the preparation of consecutive reports.

### 3. Timeline:

The below assignments are to be completed within twelve (12) months (four season data for EIA) for FMFS, EIA & EMP.

Milestone	Timeline	Remarks
FMFS, EIA & EMP final report submission	Within 12 months or earlier after the approval of Detail Geological Study Report.	Report approval and presentation of FMFS/EIA/EMP to PCAL/Board & DECC.

### 4. Final Mine Feasibility Study (FMFS)

The Consultant shall be responsible for preparing the Final Mine Feasibility Study (FMFS) Report with complete Mine Plan- Maps & Sections, Slice Plan/Pit Plans, Profiles, Production Scheduling, Manpower, Plant & Machineries, EMEs, Structures, Costing, etc. The detailed Geological Report of the study to be taken into consideration for necessary quartzite reserve data and quality parameters for pit plans. The following details must be corrected in the FMFS Report which shall be the Mine Plan for PCAL to operate the Mine.

- Surface working Plan map in scale of 1:2000 or suitable scale as per the total demarcation area. The map must include all the civil structures and access roads inside the mine boundary. The map must show the designated dump yards and check dams wherever required. The map also must show the development areas and active working benches.
- Slice Plans or Pit plans showing the mineable reserves and overburden must be properly prepared to avoid variation in the actual mining stage. The stripping ratio and the economic pit limit of the reserve to be calculated and included in the plans.
- The Mine Plan must include mine operation and methods of mining with best mining practices and equipment in the region. The scale of operation and life of the mine to be reflected in the report.
- Technical manpower requirement and support staff to operate the Mine. The site office, Magazine and other ancillary facilities inside the Mine to be reflected in the report.
- Capital Investment and operating cost along with the cost benefit analysis to dispatch the quartzite to Gomtu, AAC-Eco Block Plant.

### 5. Environmental Impact Assessment (EIA) & Environmental Management Plan (EMP)

The Consultant shall be responsible for preparing the Environmental Impact Assessment (EIA) Report as per the approved Terms of Reference (ToR) by the National Environment Commission, Thimphu. The EIA Report must be conducted and cover all the detailed environmental parameters, maps and figures, documents/clearances, etc, as per the approved ToR. The Consultant must present the EIA Report to the NECS for finalization and approval of the same. The approved EIA Report shall be submitted to the NECS for issuance of NEC Clearance of the Mine. The approved EIA ToR

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is attached for reference. The Consultant shall be responsible for preparing the Environmental Management Plan (EMP) in line with the FMFS and EIA Reports data for the better implementation and execution of the environmental mitigation activities while operating the Mine. The EMP must contain all the environmental mitigation plans and sections. The EMP must include all the Overburden (OB) management plan and maps along with the dump yards and check dams designs, if required. The EMP also must include the Progressive Restoration Plan and Mine Restoration Plan. All the maps to be in scale of 1:2000 or suitable as per the mining boundary area.

## 6. Deliverables

The main objective of the assignment is to carry out the detailed project reports for the Penden Quartzite Mine project and prepare the technical reports for PCAL to pursue the clearances for mining rights from the concerned authorities and the approved reports shall be executed for mining operation accordingly. The following deliverables are expected:

- a. Submission of the study objectives, approach/methodology and work schedule to PCAL prior to commissioning of the field works for EIA report.
- b. Submission of the draft Reports to PCAL for reviews and feedback.
- c. Presentation of all the Reports to the PCAL Management/Board and the concerned authorities (DGM/NECS) for finalization and approval of the same.
- d. The printings of all the reports and maps/annexure shall be done by the Consultant at their cost.
- e. Submission of final Report to PCAL and hand over all the documents/reports references used during the study period to PCAL.
- f. The finalized Report shall be delivered in five (5) original hard copies and one electronic soft copy in Microsoft word/PDF/Excel/PPT format, all in English language only

## 7. Consultancy Scope

- a. All the field equipment or devices required for the above studies are to be arranged by the Consultant at their own cost.
- b. The food and lodging for the sample boys and field laborers are to be provided by the Consultants at their own cost, along with the campsite.
- c. Timely dispatch of collected field samples to PCAL Laboratory batch wise to complete the chemical analysis. The transportation and logistics arrangement of the same has to be borne by the consultant.
- d. The other logistic arrangement of transportation and safety aspects of the Consultant team and laborers are also to be borne by the consultant.

## 8. PCAL's Scope:

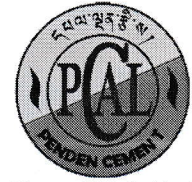
- a. The samples chemical analysis at PCAL Laboratory.
- b. The prospecting Geological Report and maps of the study area shall be provided.
- c. The PCAL-Head-MSD/Representative shall guide the Consultant team to the site and monitor the field work.
- d. Other relevant information and necessary support in PCAL's capacity, if required at the field by the Consultant may be provided depending upon the availability of the materials and resources to complete the study on time.

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**9. Documents to be furnished.**

The Bidders should submit the following documents which are mandatory, based on the fulfillment of the documents the bidder shall qualify for the evaluation. Submission of incomplete documents shall lead to cancellation of the bids.

- a. Valid Trade License
- b. Technical Manpower list
- c. CV
- d. Company's Profile
- e. The consultant must have carried out at least one (1) similar work in the past five (5) years to be eligible for the contract. (to be supported with evidence)
- f. 2% EMD of the total quoted amount in the form of BG/DD/CW.
- g. The bidders should submit Technical and financial bids, each bid protected with password through electronic mail, mentioning the name of each proposal. On request of PCAL the bidders will declare their password. The Technical bids shall be opened first and evaluated and subsequently the financial bid. The financial bids of those technical bids which do not qualify shall not be considered for opening.
- h. The rate should be quoted in words and number as per the prescribed BOQ format. (Annexure 1).
- i. The documents to be submitted under technical bids are: i) Valid Company License, ii) Bid security, iii) List of technical manpower, iv) CV of main technical manpower, v) Company profile, vi) and technical bidding document consisting of work mythology and schedule.
- j. The documents to be submitted under Financial Bids are: i) Financial bid as per format provided in the TOT of PCAL bidding document.

**10. Consultancy Capacity**

- a. The consultant must have a capable technical team of a Mining Engineer, Geologist and Surveyor with prior experience in the field.
- b. The consultant should have sound knowledge in preparing the mine plans, EIA/EMP and geological assessment and mineral exploration work.

**11. Detailed Geological Study**

The consultant shall be responsible for conducting the detailed Geological Study with detailed geological mapping and topo of limestone deposit areas. The geological Report shall contain the proven reserve of the deposit through the surface geological investigation and drilling if required.

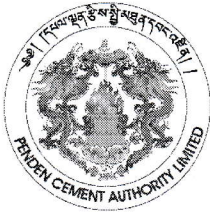
The following details must be covered in the Geological Study work shall be the technical Geological Report for PCAL.

- a. A detailed Geological Mapping of the Quartzite deposit area in scale of 1:2000 or at suitable scale of the deposit area. The map should contain the geological cross section and profile of the deposit. The map should include all the structural data such as dip, strike, folds, faults, discontinuities, etc.

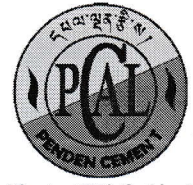
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- b. Tracing of limestone contacts with its hang wall and footwall must be properly done and delineated in the geological map. The quartzite band must be properly delineated in the map along with other rocks lithology is present.
- c. Pitting and trenching where ever required exposing the concealed contracts and collecting the samples accordingly from the site.
- d. Detailed and sufficient groove sampling from the sample line section of the deposit with proper sample marking and recording to generate the specific locations sample analysis report from each sample line section. The sample collected to be submitted to PCAL laboratory on time for timely completion of the chemical analysis.
- e. Topo survey of the area and carry out the detailed surface Geological Investigation to prove the deposit without drilling boreholes in the uniform outcrop deposit unless necessary required to do so in the concealed deposits.
- f. The Geological study report must contain the proven reserve of the deposit with the quality parameters and its cut-off grade for AAC grade quartzite.

The provision for borehole may be considered in a later stage if required after detailed surface geological investigation of this present study provided the quartzite outcrops and contacts are inadequate for accurate estimation. However, the decision for drilling may be taken up only after taking up the above study and unless required as stated above. (Optional)

**12. Bid Security/ Earnest Money Deposit**

- a. The bidder shall furnish, as part of its bid security or earnest deposit Of 2% percent of the total works value.
- b. The bid security shall be in the form of unconditional Bank Guarantee/Cash Warrant/Demand Draft or as specified in the bidding documents.
- c. The bid security shall remain valid for a period of thirty days beyond the validity period for the bids.
- d. The bid security may be forfeited:
  - i. If a bidder withdraws its bid during the period of bid validity specified by the bidder;
  - ii) If a bidder does not accept the arithmetical corrections of bid price.
  - iii) In the case of a successful bidder, if the bidder fails to sign the contract within the prescribed time or furnish the performance security within the prescribed time.
- e. 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.
- e. 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.

**13. Bid validity period.**

The bid validity period for the works is reserved for a minimum of 45 days and shall remain valid from the date of enquiry till the awarding of the Work Order. This is a period where the submission of the Bids, opening of bids and the employer to complete the comparison and evaluation of bids, and to obtain all

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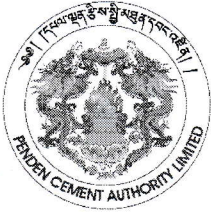
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necessary approvals for the award of contract within the period. In case, it is not possible to complete the bid evaluation and award of contract within a given period of validity due to reasons beyond its reasonable control, bidders consent for an 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.

**14. Security Deposit**

- a. The successful bidder should submit 10% of the total cost of the works value of your quoted rate. It should be in the form of unconditional Bank Guarantee/Demand Draft/Cash Warrant in the name of PCAL and submit to the supply chain Division. On successful completion of the contract the Security Deposit shall be returned. It shall serve as a guarantee that the contractor will perform his contractual obligations under the contract. In the event the contractor fails to perform contractual obligations under the contract the contract shall be terminated and the Security Deposit shall be forfeited. The Security Deposit shall not earn any interest while in PCAL custody.
- b. The Security Deposit shall be discharged and returned to the contractor within thirty days on the recommendation of the concerned department head.
- c. On receipt of the Security Deposit and letter of Acceptance the Bid Security or Earnest Money Deposit (EMD) shall be returned.

**15. Mobilization Advance**

The company may provide interest free mobilization advance of a maximum 10 (ten) percent of the contract price on request from the contractor along with submission of an unconditional bank guarantee for an equivalent amount of advance requested.

**16. Payment Terms.**

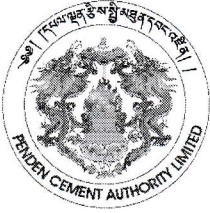
- a) On submission of the final report for the work .....under SCOPE of WORKS. The full amount for the above works shall be released on acceptance of PCAL management and duly verified by the concerned Heads of Department.
- b) The balance payment for the SCOPE of WORKS i.e EIA and EMP (clause 2.3) shall be released on successful completion of the contract as per schedule. The bills shall be duly verified by the concerned department prior to submission to the Finance and Investment Department (FID).

**17. Liability.**

The contractor/consultant shall be fully responsible for not adhering any law enforcement's regulations of Bhutan and any fine imposed for such shall not be considerable. The compensation whether for accident or death of the labour during the course of work shall be borne by the contractor/consultant, in the event

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RGoB rules require a permit for engaging expatriate labourers the responsibility rests on the contractor for obtaining permission. Management in no way will be held responsible for the penalty imposed by the relevant authority for non-compliance of rules.

#### 18. Settlement of Dispute<sup>1</sup>

The mechanisms for dispute resolutions, intended to regulate events following the breach of a contract by one of the parties, shall be prescribed as follows:

- a. English language shall govern the interpretation of the contract if any explanation to the contract arises.
- b. For any disputes the governing law shall be the law of Bhutan and any judgment passed by the court shall be final. However, both the parties should attempt to reach an amicable settlement before turning to the courts of law or another tribunal.

#### 19. Contractor Tax.

Contractor tax @2% shall be deducted from the bills payable to the contractor.

#### 20. Tender Prices

The tender prices should be typed or written in hand in English in the price schedules of the tender documents in ink both in words and figures. In case of any discrepancy in the rates between words and figures, the rate 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.

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 the consultancy with all the details of the site conditions, location, weather characteristics, labour 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 document for procurement, transportation and handling of all materials and mobilization of all plant and equipment, setting up of temporary establishments (and the clearance of the same at the end of the work) 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. Bidders may visit the site prior to submission of the tender to collect more information on site condition at their own cost.

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.

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.

All pages of the tender documents including addenda /corrigenda, if any, should be initiated 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.

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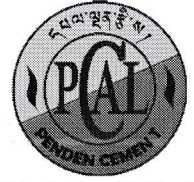
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Tenders submitted on behalf of companies, shall be signed by person duly authorized to submit the tender on behalf of the company and shall be accompanied by certified copies of the resolutions, extracts of articles of associations, special or general power of Attorney and other information to show clearly the title, authority and designation of persons signing the tender of behalf of the company.

No alteration or modifications should be made in the contents of Tender documents. If corrections are 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.

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/contractor/supplier through letter or by a fax/e-mail/telephone as may be considered suitable.

**21. Employer's right.**

Employers reserve the right to reject/accept any or all tenders without assigning any reason whatsoever.

**22. Tender's Identity.**

The tender shall contain the name, residence and place of business of the person or person submitting the tender along with contract number and E-mail address.

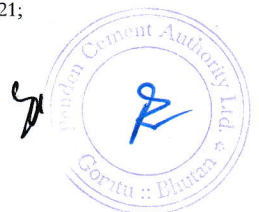
**23. Award of contract.**

The acceptance of a tender and award of contract to one or more, 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 of otherwise is whole or impart and to reject any or all tender received, without assigning any reason, and no explanation can be demanded by any tender in respect there to.

**Contractor seal and sign**

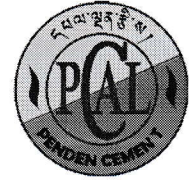
**Chief Executive Officer**

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**ANNEXURE: 1**

**BILL OF QUANTITY**

The rate should be quoted both in words and figures as specified for each works.

SL	Detailed of work	Rate	
		Rate if figures	Rate in words
1	Final Mine Feasibility Study (FMFS)		
2	Environmental Impact Assessment (EIA) and Environment Management Plan (EMP).		
Grand Total			

Name of the Firm:

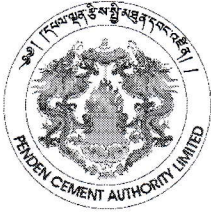
Contact number:

Email ID:

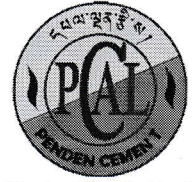
**Seal and Signature**

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**PENDEN CEMENT AUTHORITY LIMITED**  
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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 documents, 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 agrees to enter into this pre-contract agreement, hereafter 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: -

Enabling the Employer to obtain the desired contract at a reasonable and competitive price in conformity to the defined specifications of the words, goods and services and

Enabling bidders to obtain from bringing or any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also refrain from bidding 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, organisation 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 clause 3.1 and 3.2.

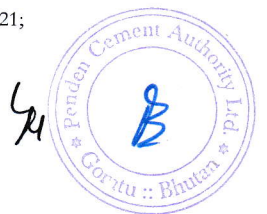
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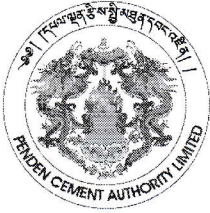
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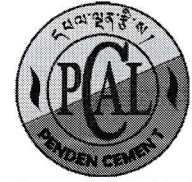
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Following report on violation of clauses 3.1 and 3.2 by official(s), through any source necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the Employer and a person shall be debarred from further dealings related to the contract process such as case 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 stage in order to secure the contract or in furtherance to secure it and in particular commits himself to the following: -

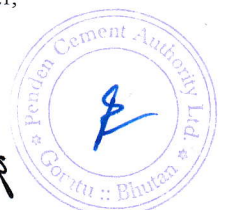
- 4.1 The Bidder will not offer, directly or through intermediates, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Employer, connected directly or indirectly with the bidding process, 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 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 favor or disfavour 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 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 provision 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 bidde), or the commission of any offence by the Bidder, or any one, employed by him, or acting on his behalf, shall be delt with as per the provisions of the penal code of Bhutan, 2024, and the Anti-corruption Act, 2006. The Employer/relevant agency shall also take all or any one of the following actions, wherever required: -

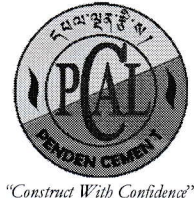
- 5.1 To immediately call off the pre-contract negotiations without giving any compensation to the Bidder. However, the proceedings with the other Bidder(s) would continue.
- 5.2 To immediately cancel the contract, if already awarded/signed, without giving any compensation to the Bidder.

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- 5.3 The Earnest Money/Security Deposit shall stand forfeited and recover all sums already paid by the Employer.
- 5.4 To encash the advance bank guarantee and conformance bond/warrantee Bond, if furnished by the bidder, in order to recover the payments, already made by the Employer, along with interest.
- 5.5 To cancel all or any other contracts with the bidder. To debar the bidder from entering into any form 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 tender committee member must be declared in the prescribed form(attached).To cancel all or any other contracts with the bidder. To debar the bidder from entering into any form the government of Bhutan as per the Debarment Rule.
- 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 shall 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 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:**

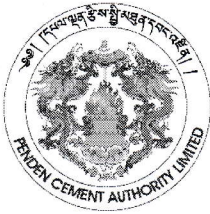
The actions stipulated in this integrity pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

**10. Validity.....**

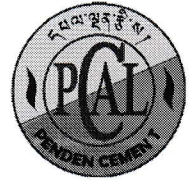
- 10.1 The validity of this integrity pact shall cover the tender process and extend until the completion of the contract to the satisfaction of both the Employer and the Bidder.
- 11. Should one or several provisions of this pact turn out to be invalid; the remainder of this pact remains valid. In this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

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intensions. 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: Witness**

**EMPLOYER: Witness**

**Signature:**

**Signature:**

**Name.....**

**Name.....**

**(Legal Officer/Internal Auditor)**

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