



*Building for the Future*

**Generat Terms and conditions for the supply of various types of lubricants, grease and oil on an Annual Rate Contract basis for the year 2025-2026.**

Penden Cement Authority Limited would like to enter into an Annual Rate Contract with you for the supply of lubricants. Grease and oil as per the following terms and conditions:

1. It should be clearly mentioned that the offer submitted is either based on the dealer's price list or MRP.
2. Please Indicate the maximum discount you can offer us on the price list, i.e on Dealers prices. The **Dealership/Distributor certificate** should be enclosed along with the offer. however, the discount percentage should be clearly mentioned. Also rates to be quoted in our given format.
3. Order will be placed from time to time depending on our requirement and you should be able to supply the goods within 15(fifteen) days of the receipt of order or sometime within 3 (Three)days also based on the urgency of plant.
4. The **EMD of 2% contract value** is to be deposited in the form of Demand Draft/Cash Warrant/unconditional along with the tender which will be returned after the finalization of the bid. The successful bidder has to deposit 10% of the contract value as Security deposit. Which will be returned after successful completion of contract without any interest.
5. The rates quoted should be F.O.R PCAL Stores, Gomtu and should be inclusive of all taxes and duties and the rates should be valid for 1 year (one ) wef the date of placement of order.
6. Packing & Forwarding should be included in the price bid. The packing materials are non-returnable unless otherwise stated.
7. Materials supplied should be of same MAKE/BRAND as mentioned in the BOQ as attached.
8. Excise duty is applicable at the time of dispatch/delivery (for Indian suppliers). However, the bidder should quote exactly the amount of excise duty and surcharges if any, to be charged by them. Otherwise, rate will be considered inclusive of Excise Duty. Extra payment for the same shall not be entertained.
9. If TDS is applicable then, TDS @ 2% will be deducted from Bhutanese suppliers and 3% from Indian suppliers and necessary **Certificates will be furnished for the same.**
10. The delivery will be decided while placing purchase orders on the need basis. PCAL reserves the right to charge liquidated damage (LD)@ 0.05% per day up to a maximum of 10% of the ordered value for delay delivery of materials.
11. Our payment terms are 100% (hundred percent) within 30 days of receipt of the material(s) at our plant.
12. The supply of materials is subjected to inspection prior to dispatch unless otherwise waived off. The call for inspection may be given at least two weeks in advance.  
**PCAL reserves the right to reject the goods offered at any stage of manufacture/supply at your premises.**
13. The bidder shall provide guarantee/warranty for 18 months from the date of dispatched or 12 months from the date of supply/commissioning whichever is earlier against the manufacturing defects. During the period you will render us free service of your engineer and make necessary replacement free of cost of any supplied materials at our site.
14. The materials shall be securely packed to ensure safety against any pilferage, loss or damage during transit. the packing should conform to the specification/regulation of the carriers/transporters.

CORPORATE OFFICE AND BUSINESS UNITS: PHUNTSHOPELRI (GOMTU)

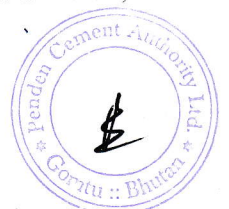
DZONGKHAG: SAMTSE, BHUTAN

EPABX: 00975-5-371013/14/34, FAX: 00975-5-371015/70; Post Box No. 79

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

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- The Transit Insurance of the materials shall be arranged by the bidder.
15. If suppliers fail to supply materials within the stipulated time and as per our requirement, PCAL reserves the right to resort to the risk purchase and PCAL shall buy materials from other suppliers at a prevailing market rate. In such a case, the additional cost incurred will be adjusted from the Security Deposit of the suppliers.
  16. The other terms and conditions not specified herein shall remain as per the General Terms and Conditions of our tender documents.
  17. In case the successful bidder withdraws tender or fails to execute the given task as per the terms of the order, the EMD/security deposit shall be forfeited and PCAL shall have the right to appoint another supplier(s) or re-tender.
  18. PCAL Management reserves the right to reject/accept any tender without assigning any reasons thereof.
  19. PCAL shall have the right to negotiate the rate of the lowest bidder, if required.
  20. Your quotation is for materials strictly in accordance with the specifications shown in the format. In case if you are offering substitutes/equivalents materials means the quotation will be rejected.
  21. Bidders are requested to be quoted as per the specification, makes/brand given and specific rates of the materials for which the rates are quoted. In-case of ambiguous rate the tender document shall be rejected and no claim for the same shall be entertained.
  22. Bid/Quotation received after the due date mentioned shall not be considered.
  23. All the supporting documents must be enclosed along with the offer including EMD deposit slip.

**Note: RTGS/INR Remittance inward remittance (only for Indian Suppliers)**

Sl. No.	From Bank	Beneficiary Name and other details.
1	From State Bank of India to Bank of Bhutan Ltd; Beneficiary Bank's account no: 11128915571 IFSC – SBIN0001447	Penden Cement Authority Limited Account No: 101731083 Bank of Bhutan Ltd Bank of Bhutan Branch Name: Gomtu: Bhutan.

Thank you

Yours faithfully,

Yeshey Dorji  
Director- (BCSD)

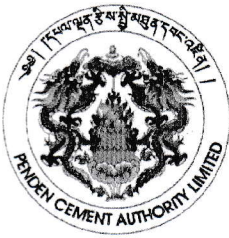
Penden Cement Authority Limited.  
Gomtu: Bhutan.

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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 canceled.

### 2 Objectives

Now, therefore, the Employer and bidder agree to enter into this pre-contract agreement, hereinafter referred to as an 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 works, goods, and services; and

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: -

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. The Employer further confirms that its officials have 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.

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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. Following a report on violation of clauses 3.1 and 3.2 by an 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.

### **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 advantages, 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 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 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.

The Bidder, either while presenting the bid 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.

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### **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 anyone employed by him, or acting on his behalf (whether with or without the knowledge of the Bidder), or the commission of any offense by the Bidder, or anyone, 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. The Earnest Money/Security Deposit shall stand forfeited. To recover all sums already paid by the Employer.
- 5.3 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. 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 public duty and private interest (for favor or vengeance) of a public official, in which the public official has a private interest that 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 parties are related either directly or indirectly or has 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**

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

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**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**

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: Witness**

**EMPLOYER: Witness:**

Signature:

Signature:

Name:

Name:

Seal

Seal

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