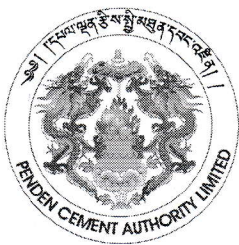




BIDDING DOCUMENT
FOR
OPERATING OF SWIMMING POOL WITH
RESTAURANT CUM BAR.





***Building for the
Future***

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

Name of work: Renting of the Swimming pool with Restaurant Cum Bar.

Dear Sir,

I offer to do the above contract work for Penden Cement Authority Limited, Gomtu at the rate stated as per the bill/schedule of quantities. The rent shall be Nu:(Per Month).

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 with the location and conditions.

2) My Trade License approved by the Ministry of Trade and Industry, Royal Government of Bhutan License for (Restaurant Cum Bar) is and the CDB Registered Number is (if any)

3) My name is enlisted in the Contractors' list approved by the Royal Government of Bhutan, Ministry of Trade and Industry and the classification is (if any).

4) PCAL shall provide Trade License for the operation of Swimming Pool.

Bill of Quantities for Operating Swimming Pool with Restaurant Cum Bar

SN	Particulars	Contract Period	Rate per month in Figures	Rate per month in words
1	Swimming Pool with Restaurant Cum Bar	Two years		

Signature:

Bidder Name:

Full Address:

Mail ID:

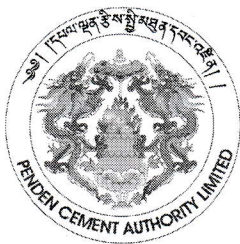
Contact No:

Date:

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GENERAL TERMS AND CONDITIONS FOR OUTSOURCING SWIMMING POOL WITH RESTAURANT CUM BAR

Background:

Penden Cement Authority Limited has completed constructing a spacious swimming pool with a Restaurant & Bar and it is ready for rent. Interested parties with valid trade licenses may visit the location and explore your business avenue.

The swimming pool is located in the PCAL colony premises and it is attached to a Restaurant Cum Bar with a Kitchen, Counter room, and more open space enough to accommodate several customers.

The dimension of the aquatic pool is 9.55 X 8 meters with a depth of 3'7" descending to 5'-10" to the other end designed for adults. The pool is partitioned by 3.47 X 8 meters with 3'2" deep for children and beginners. The swimming pool is installed with a robust recirculation pump to filter and clean the water and it is also treated. Freshwater non-stop supply is always available and directed to the pool. The pool is fitted with inground lights from all sides to enhance the aesthetic appeal creating safety and clear visibilities at night. The whole area is decorated with colorful LED lights creating a perfect ambiance.

Overall, the swimming pool is equipped with all amenities such as two separate shower rooms for males and females, a changing room, lockers, a washroom, and compulsory showers before dipping in the swimming pool and lockers for both.

CLAUSE: I

It is mandatory for the Contractors to furnish the following information and documents:

- I.1: Valid Trade License appropriate Restaurant Cum Bar
- I.2: Valid Tax Clearance Certificate.
- I.3: A Tender filled and signed by other than the owner/contractor is not permitted. However, if the signatory is authorized then the tender document should be accompanied by an authorization letter from the owner.
- I.4: Tender document to be completed in all respects, incomplete tender may lead to rejection of tender.
- I.5: The contractor should mention in the outer envelope their mailing address along with the contact number and name of the works.
- I.6: The bid should be submitted in hard copy properly sealed and addressed to the "Chief Executive Officer" PCAL.
- I.7: The PCAL management may decide to retender, award OR cancel the bids if the quoted price is below our expected floor price. Any decision to the above shall be at the sole discretion of the top management.
- I.8: Enclose cost of tender form (deposit slip/MOBOB screen shot) etc.

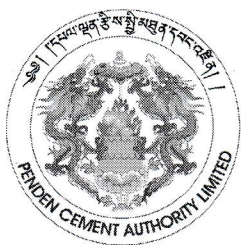
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CLAUSE II (Bid Security/Earnest Money Deposit)

- II.1. The bidder shall furnish 2% of the total amount of 2 years rent as an Earnest Money Deposit (EMD) along with the bid document.
- II.2. The bid security shall be in the form of an unconditional Bank guarantee/Cash Warrant/ Demand Draft or as specified in the bidding documents. It can also be directly deposited in any of the two PCAL's accounts 101731083 (Gomtu, BOB) and 0009760238012 (Gomtu, BNB).
- II.3. The bid security shall remain valid for a period of 45 (forty-five) days.
- II.4. The bid security may be forfeited:
 - a) If a bidder withdraws its bid during the period of bid validity specified by the bidder;
 - b) If a bidder does not accept the arithmetical corrections of its bid price;
 - c) In the case of a successful bidder, if the bidder fails to sign the contract within the prescribed time or furnish the performance security within the prescribed time.
- II.5. After the award of the contract, the bid security of all the unsuccessful bidders shall be returned within fifteen working days of the award of the contract.
- II.6. The bid security of the successful bidder shall be returned on submission of the Security Deposit by the successful bidder to whom the contract is awarded.

CLAUSE: III (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 completes the comparison and evaluation of bids, and obtains all necessary approvals for the award of the contract within the period. In case, it is not possible to complete the bid evaluation and award of the contract within a given period of validity due to reasons beyond its reasonable control, bidders' consent for an extension of the bid validity period shall be sought. Under such circumstances:

- III.1. The request and the responses thereto shall be made in writing, by fax, or by email to all participating bidders;
- III.2. 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;
- III.3. A bidder may refuse the request to extend the bid validity which 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: IV (Security Deposit)

- IV.1. The successful bidder should submit 10% of 2 years rent as a SD. It should be in the form of a Demand Draft/Cash Warrant or Unconditional Bank Guarantee in the name of PCAL and submitted to the Supply Chain Division.

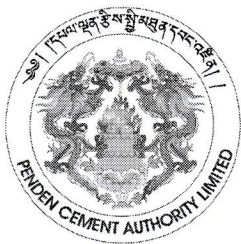
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- IV.2. On successful completion of the contract the Security Deposit shall be returned. It shall serve as a guarantee that the contractor will perform his contractual obligations under the contract till the end of the contract.
- IV.3. In the event 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.
- IV.2. The Security Deposit shall be discharged and returned to the contractor within thirty days from the date of the completion of the contract.
- IV.3. On receipt of the Letter of Acceptance the successful bidder should submit the Security Deposit. In case the successful bidders fail to submit the SD amount within the time frame, the winning contract may be canceled with forfeiture of EMD and the contract will go to the next or closest bidder or the Management may decide to retender it. In case the work is retendered you shall be prohibited from participating. However, a written letter with proper good reason shall protect forfeiture of EMD if the Management is gratified by your justification.
- IV.4. Any contradiction with the TOR shall be served with a written memo, Official memo served more than three the contract shall be directly terminated with forfeiture of the SD amount.

CLAUSE: V (Execution of work)

The successful bidder shall operate a swimming pool with a Restaurant cum Bar for One year.

1. Operation of the Swimming Pool with Restaurant cum Bar shall be done by the contractor. He/she shall maintain standard practices at all times and strictly follow the guidelines and regulations set by the regulatory authorities.
2. In addition to the above the contractual terms and conditions signed between the lessor and lessee as per clause VI.

CLAUSE VI. Contractor's Responsibilities.

1. The Contractor should obtain clear information and shall make himself/herself thoroughly conversant with all the rules and regulations laid down by the Royal Government of Bhutan before taking up the business.
2. After the award of the contract, the contractor shall be fully responsible for operating the business at his/her risk abiding by the contractual terms and conditions.
3. The contractor shall take over all properties and equipment from PCAL and take ownership of them. The contractor shall hand over back to PCAL at the end of the contractual period. Any loss or damage to the properties shall be recovered an equal amount after justification from the contractor. Any loss or damage to the property shall be at the contractor's risk.
4. If the furniture and lighting are damaged in the course of business, the contractor shall replace them and inform PCAL.

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5. The Contractor shall arrange to provide the medical first aid and other necessary requirements as per the standard and **if required provide a certified lifeguard etc.** Maintaining hygiene and safety should be the first priority.
6. The Contractor shall take care of the insurance of his/her staff and PCAL shall not be liable to pay any compensation whatsoever.
7. The Contractor shall ensure that no illegal practices are adopted and if found indulging in wrong practices the matter shall be informed to the concerned authorities and dealt with as per the law of the kingdom. Such matters will end up in terminating the contract and with the forfeiture of the SD amount.
8. The Contractor shall ensure that a signboard with the list of Dos & Don'ts is kept at the entrance of the pool reminding the swimmers.
9. The toilet, bathroom, and the surrounding area should always be kept neat and clean. The customers should keep their changes in the locker and keys should be provided.
10. Reasonable rates for the employees, students, and PCAL guests should be charged which shall be discussed before the award of the contract.

CLAUSE: VII (Inspection of work by Departmental officer)

PCAL management shall appoint a focal or an authorized Officer to check and ensure that the business is operated as per the contractual terms and conditions. During the inspection of the authorized official if anything is noticed that is not in line with our contractual agreement a formal first written warning shall be issued. Such repetition of more than two shall lead to the cancellation of the contract with forfeiture of the SD amount.

CLAUSE: VIII (Rental)

The contractor should make his/her rental payment to PCAL within the 5th of the following month through cheque/cash whichever way it's possible. PCAL shall charge a penalty @ 0.05% per day delay up to maximum of 10% of monthly rent value from the above-stipulated date.

Failing to pay rental for more than one month such a case will be submitted to the PCAL top management and the decision taken shall be considered as final and binding.

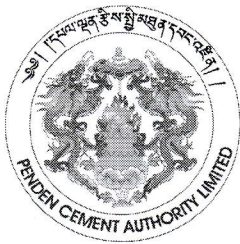
CLAUSE: IX (Settlement of Disputes)

In case of any disputes arising out of the contract or between the contractor and the Concern Department, the same shall be referred to the Chief Executive Officer whose decision will be final and binding.

CLAUSE: X (Contractor's Tax)

The contractor's Tax @ 2% shall be deducted from the bills payable to the contractor.





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CLAUSE: XI (Tendered Prices)

Tendered Prices: The Tendered prices should be typed or written in hand in English in the Price Schedules of the tender documents in ink both in words and in figures. In case of any discrepancy in the rates between words and figures, the rates in words shall govern and in case of discrepancy in rates and amount, the rates shall govern and the tender document to be properly sealed by wax.

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, labour situation, 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 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. The Bidder 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 an incorrect understanding of the stipulations in the Tender documents.

It shall be the responsibility of the Bidder to request for any missing document. In the absence of any such request, the Bidder shall be deemed to have received and read all documents.

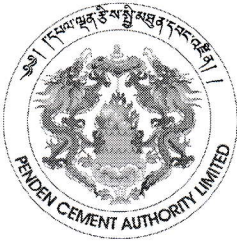
All pages of the Tender documents including addenda/corrigenda, if any, should be initiated at the lower left-hand corner. The tender should be signed by the Bidder. In the event of the tender being submitted by a firm, it must be signed by each partner thereof, and in the event of the absence of any 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.

Tenders submitted on behalf of companies shall be signed by a 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 association, special or general Power of Attorney, and other information to show clearly the title, authority, and designation of persons signing the tender on behalf of the company.

No alterations or modifications should be made to 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 by 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/suppliers through letter or by a Fax/e-mail / telephone as may be considered suitable.





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CLAUSE: XII

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

CLAUSE: XIII (Tenderer's Identity)

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

CLAUSE: XIV (Award of Contract)

The acceptance of a tender and award of contract to one or more than a tenderer, if considered necessary, rest with the employer if shall not be 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 thereto.

Contractor

Head- (SCD)

Director-(BCSD)/Chief Executive Officer

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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.

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 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.

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





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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





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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

- 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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