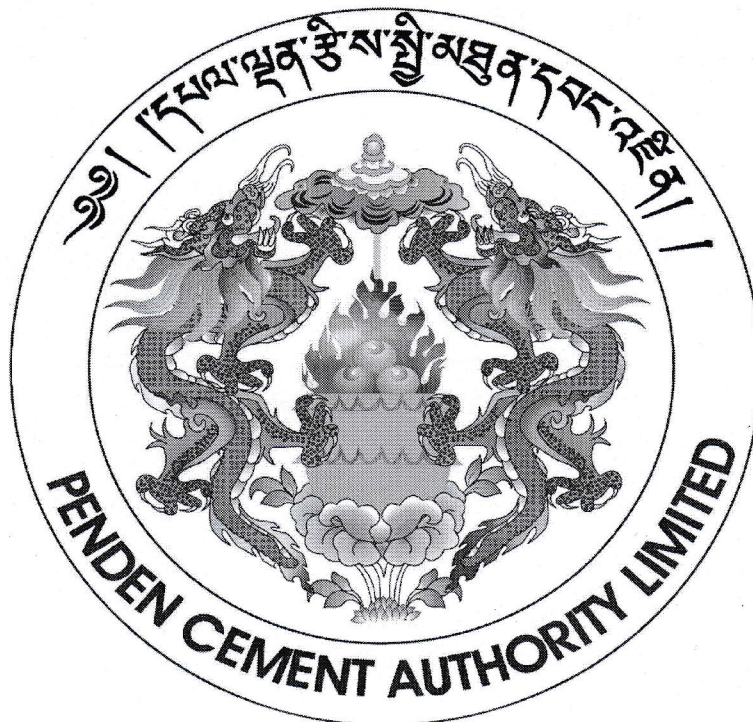


Building for the Future



BIDDING DOCUMENT

FOR

**PRE-FEASIBILITY STUDY, PREPARATION OF DPR AND INSTALLATION OF PRE-GRINDING
CRUSHER/CLOSED CIRCUITING IN CEMENT MILLS.**

**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

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

Jongkhar Depot Tel: 00975-7-251790, Fax: 00975-7-251791

www.pendincement.bt

Sandrup



Building for the Future

TERMS OF REFERENCE FOR PRE-FEASIBILITY STUDY, PREPARATION OF DPR AND INSTALLATION OF PRE-GRINDING CRUSHER/CLOSE CIRCUITING IN CEMENT MILLS.

1. Company Background

Penden Cement Authority Limited (PCAL) is an ISO 9001:2015 certified company, holding product licenses from BIS and BSB. The factory, located in Phuntshopelri (Gomtu), Samtse, Bhutan, was established in 1980 with an initial focus on producing Ordinary Portland Cement (OPC). As a large-scale cement production industry, PCAL is registered under the Companies Act of the Kingdom of Bhutan, 2000.

Initially an undertaking of the Royal Government of Bhutan with financial and technical assistance from the Government of India, PCAL was officially inaugurated on February 5, 1982, by Her Royal Highness Ashi Kezang Wangmo Wangchuk, with Shri S. Hydar, Ambassador of India, also in attendance. Shri V.B. Rangnekar served as the first Managing Director. Over the past four decades, PCAL has been instrumental in Bhutan's infrastructural development, serving as a key cement supplier within the country, including for mega hydropower projects.

Vision: To be a leading manufacturing organization in the region, reputed for its quality products, services, and business practices (PCAL Website, 2025).

Mission: To strive to be the most resource-efficient manufacturer of construction materials in the region by adopting appropriate technologies and best practices, while being conscious of the expectations of customers and the well-being of employees (PCAL Website, 2025).

Core Values:

- We are passionate about our brand, people, and products, and in delivering value to our stakeholders.
- We promote the highest integrity with fairness in our deliberations.
- We strive to create the most conducive work environment with a high focus on the environment, health, and safety of our employees.
- We believe in "Walk the talk" and in collectively creating a better future. (PCAL Website, 2025).

Penden Cement Authority Limited (PCAL) was constituted as an undertaking of the Royal Government of Bhutan under the Royal Charter in 1974 and is now a Joint Sector Company incorporated under the Companies Act of Bhutan 2016. The process of setting up a 300 TPD (Tons Per Day) plant at Gomtu began in 1977, with commercial production commencing in 1981. In 1993 the plant capacity was optimized to 400 TPD and later in the year 1996, the plant capacity was augmented to 800 TPD. The plant was then optimized to a clinker production capacity of 1000 TPD in the year 2002 by adopting the improved technology and control system. In 2004, with the concept of the introduction of blended cement by using industrial wastes such as slag and fly-ash, the capacity of cement production was further enhanced to 1650 TPD.

2. Scope of Work

The Original Equipment Manufacturer (OEM) party shall conduct a **pre-feasibility study** for the installation of a pre-grinding crusher in PCAL's cement mills. The OEM party is responsible for preparing a comprehensive and independent feasibility report to determine the viability of this installation. The OEM party must produce a technically sound report, engaging field professionals with relevant skills and expertise. This includes deploying a technical team comprising experienced cement engineers, design and process professionals, and their support staff

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

Phuntsholing Depot Tel: 00975-5-252885, Fax: 00975-5-252258; Telephon Depot Tel: 00975-6-251605, Fax: 00975-6-251621

Jongkhar Depot Tel: 00975-7-251790, Fax: 00975-7-251791

www.pendencement.bt





Building for the Future

Phase -5	Designing, manufacturing/ fabrication and supplying to PCAL.	30% of the contract value as advance along with the work order and 30% of the contract value on the receipt of the materials at PCAL site..	After submission of a bill verified by Project Head to our Finance Division.
Phase -6	Installation and commissioning of the pre-grinding crusher/close circuiting in cement mills. (handing & taking over of the project after successful commissioning).	40% balance payment after successful completion and handing over to PCAL management within 30 days	10% security deposit shall remain with PCAL till the end of guarantee /warranty /deficit liability period.

The bills shall be duly verified by the concerned Department Head/Head (MD) ,Project manager prior to submission to the Finance Investment Division (FID).

6. Party Scope

- All the field equipment or devices required for the above studies are in the scope of the party.
- Timely submission of detailed feasibility report & presentation on time.
- The air ticketing, local transportation charges to be borne by the party.
- Indian custom in the scope of supplier/contractor.
- Drawing & specification of machines/equipment(Mechanical, Electrical & Civil structure) to be handed over to Project Manager before installation as mentioned above.
- Mechanical & Electrical packages, including power cable from PCAL power supply point.
- Hardware items & Tools & tackles required for the project
- Party must provide machine/equipment guarantee/warranty after installation
- Any Civil works associated with the project
- Scaffoldings & Staging
- Project schedule & update report as & when required by PCAL.
- All manpower for erection & Installation, cost for medical screening & fitness

7. PCAL's Scope

- The PCAL shall guide the party team to the site and monitor the field work.
- Fooding & lodging during site visit and presentation.
- Other relevant information and necessary support in PCAL's capacity, if required at the field by the party may be provided depending upon the availability of the materials and resources to complete the study on time
- Provide Power supply points
- Any shortfall of hardware items during the project time will be provided by PCAL on chargeable basis
- PCAL will arrange safety PPE during the site visit to PCAL.
- Bhutan custom in the scope of PCAL.
- For immigration & medical screening guide if required.

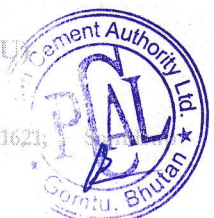
CORPORATE OFFICE AND BUSINESS UNITS: PHUNTSHOPELRI (GOMTU) DZONGKHAG: SAMTSE, BHUTAN

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

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

Jongkhar Depot Tel: 00975-7-251790, Fax: 00975-7-251791

www.pendencement.bt





Building for the Future

8. Mode of Tendering

Single stage process single Envelope process shall be the normal procurement mode adopted by the company. Both the Technical and Financial proposals shall be submitted in one sealed envelope together and shall accordingly open publicly at the date, time and place mentioned in the bidding documents.

9. Documents to be furnished:

The bidders should submit the following mandatory documents, based on the fulfillment of the documents and shall qualify for the evaluation. Submission of incomplete documents shall lead to the cancellation of the bids:

- a) Valid Trade license
- b) Technical Manpower list
- c) CV
- d) Company's Profile
- e) The Consultant/contractor must have carried out at least one (1) similar work in the past five years to be eligible for the contract. (to be supported with evidence).
- f) **The rate should be quoted in both words and numbers as per the prescribed BOQ format. (ANNEXURE: 1) of the last page.**
- g) The contractor should mention their mailing address along with the contract number in the outer envelope.
- h) 2% EMD deposit slip or MBOB screenshot should be included in the bid envelope.

10. Bid validity:

Realistic validity period (minimum 60 days) of the bid shall be specified. The bidding documents shall remain valid for 30 days after the date of opening. The bids shall complete the comparison and evaluation of bids, obtain approvals and award contracts within that 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 circumstance:

- i) The request and the responses thereto shall be made in writing, by fax, or by email to all participating bidders;
- ii) 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) 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 the evaluation and award.

11. Bid Security/Earnest Money Deposit:

- a) The bidder must submit 2% Bid security or earnest money deposit of the total works value.
- b) The bid's security shall be in the form of DD/Cash Warrant/Cheque or in the form of unconditional Bank Guarantee with a validity of two months. OR can directly deposit in state Bank of India beneficiary bank account no: 11128915571, IFC code: SBIN0001447, beneficiary's name Penden Cement Authority Limited, account number 101731083, Gomtu Bhutan..

CORPORATE OFFICE AND BUSINESS UNITS: PHUNTSHOPELRI (GOMTU)
DZONGKHAG: SAMTSE, BHUTAN

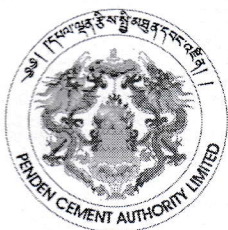
EPABX: 00975-5-371013/14/34, FAX: 00975-5-371015/70; Post Box No. 79

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

Jongkhar Depot Tel: 00975-7-251790, Fax: 00975-7-251791

www.pendencement.bt





Building for the Future

for the entire field work period. This team will collect authenticated field data to ensure the report's accuracy and reliability. The PCAL Senior Engineer (MD)/Director (PMD) will monitor and supervise the work until completion.

The scope of this pre-feasibility study requires the OEM party to conduct a comprehensive assessment of the current cement milling process. This assessment aims to identify existing inefficiencies and potential areas for improvement through the integration of a pre-grinding crusher/closed circuiting.

The study will involve the following key steps:

- **Detailed Technical Evaluation:** An in-depth evaluation of the existing grinding system, including mill performance, energy consumption, and throughput capacity.
- **Proposed Technology Examination:** An examination of the proposed pre-grinding crusher technology in terms of compatibility, process integration, and potential benefits such as increased production rates and reduced energy usage.
- **Milling Analysis:** An analysis of different types of crushers suitable for pre-grinding/ closed circuiting in the cement milling context, considering raw material characteristics and operational requirements.
- **Financial Feasibility Assessment:** An estimation of the investment cost, potential savings, and Return on Investment (ROI), including a sensitivity analysis under various operating conditions.
- **Implementation Considerations:** An outline of factors such as space requirements, estimated downtime during installation, and integration with existing equipment.

The study will culminate in a set of recommendations to support decision-making regarding the installation of the pre-grinding crusher.

3. Objectives

The main objective is to conduct “**Pre-feasibility study, preparation of DPR and installation of pre-grinding crushers/close circuiting in cement mills**”, for the following benefits:

- Enhance cement mill production.
- Reduce power consumption.
- Improve grinding efficiency.

4. Estimated Period/Timeline

Phase	Activity	Deadline	Remarks
Phase -1	Enquiry & Site Visit to study exiting system in PCAL Plant (Cement mills)	28/06/2025 to 10/07/2025.	Data collection, Assess integration, space, compatibility, feasibility
Phase -2	Submission of quotations/Opening/ Evaluation and awarding of work order.	11/07/2025 is the opening date to 15/07/2025	Opening, evaluation and awarding of WO
Phase -3	Presentation of draft feasibility study report to the PCAL management.	31/07/2025	PCAL Management shall review and ask the party to submit a final report.

CORPORATE OFFICE AND BUSINESS UNITS: PHUNTSHOPELRI (GOMTU)
DZONGKHAG: SAMTSE, BHUTAN

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

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

Jongkhar Depot Tel: 00975-7-251790, Fax: 00975-7-251791

www.pendencecement.bt





Building for the Future

Phase -4	Final feasibility study report submission to the PCAL management.	15/08/2025	PCAL management shall review/accept for further process.
Phase- 5	Presentation of draft DPR to the PCAL management.	25/08/2025	PCAL Management shall review and ask the party to submit a final report.
Phase -6	Final DPR submission to the PCAL management.	30/08/2025	PCAL management review/accept and submit to the PCAL Board for an approval & Presentation if required.
Phase -7	On the approval of the PCAL Board, PCAL shall issue a work order for the implementation of the project.	15/09/2025 to 15/11/2025	The party shall start all fabrication/manufacturing as per the requirement at site.
Phase -8	All the required manufacturing/fabrications items should reach PCAL.	16/11/2025 to 30/11 /2025	Supply of all material at PCAL site
Phase -9	Completion of the Project (commissioning and handing over).	31/12/2025	Installation ,Commissioning & Testing

5. Payment terms

Phase	Activity	Payment Schedule	Remarks
Phase -1	Presentation of draft feasibility study report to the PCAL management.	20% of contract value upon acceptance of 1st draft report by the PCAL management.	After submission of a bill verified by Project Head to our Finance Division.
Phase -2	Final feasibility study report submission to the PCAL management.	80% upon acceptance of the final report by the PCAL management..	After submission of a bill verified by Project Head to our Finance Division.
Phase- 3	Presentation of draft DPR to the PCAL management.	20% of the DPR contract value upon acceptance of the draft DPR report by the PCAL management..	After submission of a bill verified by Project Head to our Finance Division.
Phase -4	Final DPR submission to the PCAL management.	80% of the contract amount of DPR value upon acceptance of final DPR by the PCAL Board..	After submission of a bill verified by Project Head to our Finance Division.

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

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

Jongkhar Depot Tel: 00975-7-251790, Fax: 00975-7-251791

www.pendencecement.bt





Building for the Future

c) The bid security may be forfeited:

- i) If a bidder withdraws its bid during the period of bid validity specified by the bidder;
 - ii) 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.
- d) **Bids should reach us on or before 11th July 2025 before 1200 Noon (BST) any bids received after the specified time and date shall be out rightly rejected.**
- e) Bids must be submitted through hard copy or in electronic mail shall be accepted and other than above source shall be rejected. Bids submission through hard copy should be in a sealed envelope with address to **"The Chief Executive Officer"** of PCAL and electronic bid submission at tc@pendencement.bt
- f) After the award of the contract, bid security of all the unsuccessful bidders shall return within fifteen working days of the award of contract.
- g) 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.

12. TDS:

Applicable taxes at source will be deducted from the gross amount of invoice raised for the services for which the Tax Deducted at Source (TDS) certificate issued by the Department of Revenue & Custom, Royal Government of Bhutan will be furnished.

13. Security Deposit:

The successful bidders should submit 10% of the total cost of the work value of your quoted rate. It should be in the form of unconditional Bank Guarantee/Demand Draft/Cash warrant from reputed financial institutes in the name of PCAL and submit to the Finance and Investment Division for validation. On successful completion of the contract the security deposit shall be returned within one year of the warranty period. The security deposit shall not earn any interest while in PCAL custody.

14. Price/Rates:

The price in a contract shall remain fixed during the entire contractual period and under any circumstances the rates shall not be changed. The quoted rate shall be inclusive of every tax, duties and any other incidental charges.

15. Liability:

The contractor/consultant shall be fully responsible for not adhering to any law enforcement's regulation of the Royal Government 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 consultant. In the event 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 authorities for non-compliance of rules.

CORPORATE OFFICE AND BUSINESS UNITS: PHUNTSHOPELRI (GOMTU)
DZONGKHAG: SAMTSE, BHUTAN

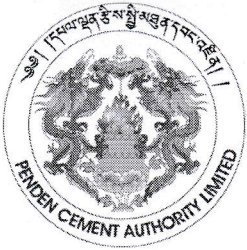
EPABX: 00975-5-371013/14/34, FAX: 00975-5-371015/70; Post Box No. 79

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

Jongkhar Depot Tel: 00975-7-251790, Fax: 00975-7-251791

www.pendencement.bt





Building for the Future

16. Settlement of disputes:

The mechanisms for the dispute resolution, intended to regular 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 dispute the governing law shall be the law of Bhutan and any judgment passed the court shall be final. However, both the parties should attempt to reach an amicable settlement before turning to the courts or other tribunals.

17. Tender Prices:

The tender prices should be typed or written in hand in English in the price Schedules of 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 the words shall govern and in case of discrepancy in rates and amount, the rates shall govern and the tender documents should be properly sealed.

It shall be presumed that the bidder has carefully examined the terms and conditions, as contained in the Tender documents/Specifications thoroughly and carefully, and fully acquainted by the consultancy with all the details of the site conditions, location, weather characteristics, labour situation and all other information and data pertaining to the work. The bidder may visit PCAL prior to submission of the tender to collect more information at your 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.

All pages of the Tender documents should be initiated at the lower left-hand corner. The tender should be signed by the Bidder. In the event of the tender submitted by the firm, it must be signed by each partner thereof, and in the event of 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. No alterations or modifications should be made in the contents of Tender documents.

PCAL reserves the right to extend the date of submission of Tender. 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 the bidders/consultant through letter or by e-mail/telephone/media as may be considered suitable.

18. Prerogative Authority:

During the contractual period if any unavoidable circumstances arise the smooth functioning of the contract, in such cases modification to the existing terms and conditions OR cancellation of the order shall be at the discretion of the PCAL management which shall be final and binding.

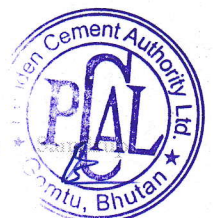
CORPORATE OFFICE AND BUSINESS UNITS: PHUNTSHOPELRI (GOMTU)
DZONGKHAG: SAMTSE, BHUTAN

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

Phuntsholing Depot Tel: 00975-5-252985, Fax: 00975-5-252258; Gelephu Depot Tel: 00975-6-251605, Fax: 00975-6-251621;

Jongkhar Depot Tel: 00975-7-251790, Fax: 00975-7-251791

www.pendencecement.bt





Building for the Future

19. Force majeure:

The bidding documents shall clearly state the force majeure clause, that in the event, any delay by the the supplier in performing his obligations under the contract is caused by force majeure, including but not limited to war, civil insurrection, fire, floods, epidemic, 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 supplier/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.

20. Liquidated Damages:

LD shall not be less than the point zero five (0.05%) percent and should not be more than zero point one (0.1%) percent for every day delay. The total value of supplies delayed beyond the scheduled delivery period shall not exceed the liquidated damages more than ten percent (10%) of the contract price.

21. Guarantee/Warranty Period:

The warranty period for items procured/installed shall usually be for a period of 1(one) year or the operational warranty for specific goods/items for which the manufacturer's warranty period shall be applicable. The materials with warranty period reaching at the dead zone or about to cease shall not be accepted at all. Occurrence if any it is the responsibility of the contractor/bidder to expedite the replacement with fresh materials.

22. Employer's right:

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

23. Tender's Identity:

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

24. . Amendment of bidding documents:

The company reserves the right to amend or modify the bidding documents for any reason by issue of addendum either on its own initiative or in response to a clarification request from the bidders who have purchased and participated in the bid. 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.

25. Award of contract:

The acceptance of a Tender and award of contract to one or more, if considered necessary, rest with the authority of PCAL and to accept the lowest tender PCAL 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

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

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

Jongkhar Depot Tel: 00975-7-251790, Fax: 00975-7-251791

www.pendencement.bt





Building for the Future

demand by any bidder in respect thereto. The award of a contract shall be notified to the successful bidder by a Letter of Acceptance (LoA) in writing or scan copy through email, that its bid has been accepted indicating the award price.

Bidder's Name

Bidder's Signature

Benny
26/6/25

Head- (SCD)

Seal /Email /Contract number

[Signature]
Chief Executive Officer



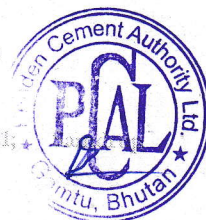
CORPORATE OFFICE AND BUSINESS UNITS: PHUNTSHOPELRI (GOMTU)
DZONGKHAG: SAMTSE, BHUTAN

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

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

Jongkhar Depot Tel: 00975-7-251790, Fax: 00975-7-251791

www.penducement.bt





Building for the Future

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.

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.

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

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

Jongkhar Depot Tel: 00975-7-251790, Fax: 00975-7-251791

www.pendencement.bt





Building for the Future

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 or their family members, agents, brokers, or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

5. Sanctions for Violation

The breach of any aforesaid provisions or providing false information by Employers, including manipulation of information by 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

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

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

Jongkhar Depot Tel: 00975-7-251790, Fax: 00975-7-251791

www.pendencement.bt





Building for the Future

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.

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

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

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

Jongkhar Depot Tel: 00975-7-251790, Fax: 00975-7-251791

www.pendencecement.bt





Building for the Future

ANNEXURE: 1

BILL OF QUANTITY

SN	DESCRIPTION OF WORKS	RATE IN FIGURE	RATE IN WORDS
1	Detailed Pre-feasibility study report for installation of pre-grinding crushers/close circuiting in cement mills.		
2	Detailed preparation of DPR for installation of pre-grinding crushers/close circuiting in cement mills.		
3	Design, fabrication, supplying and Installation and commissioning of pre-grinding crushers/close circuiting in cement mills.		
	Grand total		

Name of the firm:

Contact Number:

Mail ID

Seal and Signature

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

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

Jongkhar Depot Tel: 00975-7-251790, Fax: 00975-7-251791

www.pendacement.bt

