



SBD for Supplying Quicklime



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### **I General Terms and Conditions for supply of Quicklime**

- 1 Only bids submitted through Hard copy and electronic mail shall be accepted and other than above source shall be rejected. Bids submission through hard copy should properly be in a sealed envelope with address to "The Chief Executive Officer" of PCAL and electronic bid submission at [tc@pendencement.bt](mailto:tc@pendencement.bt)
- 2 The bids should be submitted along with:
  - a) Business trade license scan copy
  - b) 2% EMD (2% of the total contractual amount).
  - c) Origin of the materials.
- 3 The EMD can be furnished 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, IFSC code: SBIN0001447, beneficiary's name Penden Cement Authority Limited, account number 101731083, Gomtu Bhutan.
- 4 Bids without trade license copy and EMD shall be directly rejected.
- 5 Bids should reach us on or before 18<sup>th</sup> July 2025 before 1200 Noon (BST) any bids received after the specific time and date shall be out rightly rejected.
- 6 Annual Rate Contract shall be signed with the successful bidder.

### **II Mode of Tendering**

1. Single Stage Process Single Envelope process shall be the normal procurement mode adopted the company. Both the technical and financial proposals shall be submitted in one sealed envelope together and shall be accordingly opened publicly at the date, time and place mentioned in the bidding document.

### **III. Bid validity**

- 1 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 contract within that period. In case, it is not possible to complete the bid evaluation and award of contract within given period of validity due to reasons beyond its reasonable control, bidders consent for an extension of bid validity period shall be sought. Under such circumstances:
  - a) The request and the responses thereto shall be made in writing, by fax, or by email to all participating bidders;
  - b) A bidder agreeing to the extension request shall also agree to an extension of the validity of the bid security. The period of the validity of the bid securities shall be suitably extended accordingly. Such a bidder shall not be required to or permitted to modify its bid;
  - c) A bidder may refuse the request to extend the bid validity that would lead to his disqualification without forfeiting his bid security. In such a case the bid shall not be further considered for evaluation and award.

### **IV Bid security**

- 1 Bid security or earnest money (EMD) of 2% of the total works amount should be deposited along with the bids.





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- 2 The bid security shall remain valid for a period of sixty (60) days beyond the validity period for the bids, in order to provide reasonable time if the security is to be called. The bidding documents shall remain valid for one month from the date of opening and shall also remain valid parallel to the extended period if any extension of bid validity is obtained.
- 3 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 successful bidder, if the bidder fails to sign the contract within the prescribed time or furnish the performance security within the prescribed time.
4. 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.
5. The bid security of the successful bidder shall be return on submission of the performance security by the successful bidder to whom the contract is awarded.

### **V Security Deposit**

- 1 The Security deposit of 10% of the contract amount of the successful bidder should be submitted prior to the signing of the contract and it will remain in the PCAL's custody and the Security Deposit amount shall not carry any interest.
- 2 The Security Deposit shall be valid until the completion of the contractual period under the contract and for any extension thereto. It shall serve as a guarantee that the supplier will perform his contractual obligations under the contract till the contractual period. In the event the supplier fails to perform contractual obligations under the contract the contract shall be terminated and the security deposit shall be forfeited. The Security Deposit shall be denominated in the currency/ currencies specified in the bid documents and shall be in the form of unconditional bank guarantee/ Cash warrant/ Demand draft.
- 3 The Security Deposit shall be discharged and returned to the supplier within thirty days of expiration of the contractual period. If the supplier fails to remedy any reported defect within the contract period, the company shall be entitled to either encash the security deposit or to remedy the defect at the expense of the supplier.
- 4 Failure of the successful bidder to submit the above mentioned Security Deposit or sign the contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security. In that event, the company may award the contract to the next lowest evaluated bidder whose offer is substantially responsive and is determined to be qualified to perform the contract satisfactorily or call for fresh bids.

### **VI Insurance and Transportation**

- 1 The rate quoted should be specifically mentioned whether the rate is F.O.R PCAL, factory or ex-factory rate.
- 2 If the supplier makes its own transport arrangement the risk of the goods shall remain with the supplier till it is received in a good condition.
- 3 PCAL shall not be responsible or interfere in any matter in contradiction to the rules and regulation laid by the regulatory authority of both the countries.

### **VII Terms and methods of payment**





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- 1 All bills and invoices shall be paid within one month of receipt of such bills/ invoices, provided that the bills/ invoices are compliant with all the requirements of the company. Incomplete/ non-compliant bills shall be returned immediately to vendors.
- 2 The payment shall be released from the Finance Investment Department (FID) on verification of the concerned Divisional Head / Departmental Head on receipt of the bills/invoices.

### **VIII Price / Rates.**

- 1 The prices 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.

### **IX Prerogative Authority.**

- 1 During the contractual period if any unavoidable circumstances arises 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.

### **X Force Majeure**

- 1 The bidding documents shall clearly state the force majeure clause, that, in the event, any delay by the supplier in performing his obligations under the contract is caused by force majeure, including but not limited to war, civil insurrection, fire, floods, epidemics, pandemic, 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 supplier/ bidder shall continue to perform its obligation.

### **XI Liquidated Damages**

- 1 LD shall not be less than point zero five (0.05%) percent and should it will not be more than zero point one (0.1%) percent for every day of 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.

### **XII Warranty Period**

- 1 The warranty period for items procured shall usually be for a period of one year or the operational warranty for specific goods for which 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. If such occurs it is the responsibility of the supplier to expedite the replace with fresh materials.

### **XIII Settlement of disputes**

- 1 The mechanisms for dispute resolution, intended to regulate events following the breach of a contract by one of the parties, shall be prescribed in the bidding document. This will include:





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- a) Where more than one language is used, reference must be made in the bidding document to the language that would govern the interpretation of the contract.
- b) For contracts to be performed in Bhutan, the governing law shall be the law of Bhutan and the forum for mediation/ arbitration shall be as specified in the bidding documents;
- c) A clause requiring the parties to attempt to reach an amicable settlement before turning to the courts or other tribunals.

### **XIV Bid Submission Form and price schedule**

- 1 The Bid Submission Form shall be a letter addressed to the company with the bidder's commitment to accept and comply with the provisions of bidding documents/ contracts, which are binding on them, and abide by the bid validity date and provide performance guarantees, if required, on award of contract. The bidder shall fill the Bid Submission Form and sign. Non-compliance would be treated, as bidder not accepting the terms and conditions of the bid documents and addenda issued thereafter, the bid shall then be rejected.
- 2 A price schedule form will to enable the bidder to indicate the description, quantity, unit of quantity, unit price and total prices of the goods as well as information on the country of origin, taxes and duties payable shall be provided with the bid documents.
- 3 The prospective bidders shall be instructed to include or mention in the price schedule about any discount that may be offered by them on the quoted prices. The presence of alternate bids, if any, shall also be mentioned.

### **XV Clarification on bidding documents**

- 1 The Invitation for Bid shall mention that if bidder requires further bid clarification, the same shall be submitted, in writing before the last date of bid clarification submission. The company shall respond to all the bidders who have acquired the bidding documents, including a description of the enquiry without identifying the source, as an amendment to the bidding document. Any bid clarification inquiry received after the last date of bid clarification will not be responded.
- 2 Conduct pre-bid meeting to clarify doubts and concerns of the bidders prior to submission of bids if required. Minutes of the pre-bid meeting shall be circulated to all bidders who have purchased bidding documents. Non-attendance in the pre-bid meeting, if conducted, shall not be a reason for disqualification of bidders.

### **XVI Amendment of bidding documents**

- 1 The company reserves the right to amend or modify bidding documents for any reason by issue of addendum either on its own initiative or in response to a clarification request from bidders who have purchased the bid documents prior to a predetermined date or deadline for submission of bids. All bidders who have purchased the document shall be notified of the amendment in writing which shall be the part of bidding documents and shall be binding on them.
- 2 For the information of those prospective bidders who may have downloaded the bidding documents from the web site, the corrigendum to the bidding documents will also be published on the web site. It will be the responsibility of such bidders to regularly visit the website for any amendment to the bidding documents until the last date of bid submission. A suitable clause in the Invitation to Bids originally published on the website may be included to this effect making it very clear that the company shall in no way be responsible for any ignorance of the bidder about the amendment to the bidding documents.





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- 3 Depending on the nature of amendment issued, the company can also extend the deadline for submission of bid to allow the bidders reasonable time for taking the addendum into account in preparations of their bids.

### **XVII Submission and receipt of bids.**

- 17.1 The Bid prepared by the bidder shall comprise of:
- a) Downloaded SBD forms
  - b) Valid business trade license
  - c) Bid security
  - d) Certificate of origin
- 17.2 Bidders are permitted to submit bids by registered post or courier or by hand. The bids should be delivered at [tc@pendencement.bt](mailto:tc@pendencement.bt) which is secured with multiple passwords.

### **XVIII Contract award**

- 1 The contract shall be awarded to the bidder whose bid has been determined to be the lowest evaluated bid based on the bid evaluation and who meets the standards of capability and financial resources specified in the bid documents.
- 2 The award of a contract shall be notified to the successful bidder by a Letter of Acceptance (LoA) in writing by registered letter, or by fax or scan copy through email, that its bid has been accepted indicating the award price. When the company has notified that it has been awarded the contract by such notification, the LoA will constitute the formation of a contract until the contract has been affected.
- 3 The company shall ensure that award of contract is completed within the period of the validity of the bid. Failure of the successful bidder to accept the award/ sign the contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security.

Bidder's Name:

Bidder's Signature:

Seal

  
19/6/25

Head (SCD)

  
Officiating Director (BCSD)





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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 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.

#### Commitments of the Employer:

3.1 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.

3.2 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 report on violation of clauses 3.1 and 3.2 by official (s), through any source, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the Employer and such a person shall be debarred from further dealings related to the contract process such a case while an enquiry is being conducted by the Employer the proceedings under the contract would not be stalled.

### 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: -





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- 4.1 The Bidder will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Employer, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the Contract.
- 4.2 The Bidder further undertakes that he has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favor, any Material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the or 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.
- 4.4 The Bidder, either while presenting the bid or during pre-contract Negotiations or before signing the contract shall disclose any payments he has made, is committed to or intends to make to officials of the Employer of their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

### **5. Sanctions for Violation**

The breach of any aforesaid provisions or providing false information by Employers, including manipulation of information by evaluations, shall face administrative charges and penal actions as per the existing relevant rules and laws. The breach of the pact or providing false information by the Bidder, or any one employed by him, or acting on his behalf (whether with or without the knowledge of the Bidder), or the commission of any offense by the Bidder, or any one, employed by him, or acting on his behalf, shall be dealt with as per the provisions of the penal Code of Bhutan, 2004, and the Anti-Corruption Act, 2006. The Employer/relevant agency shall also take all or any one of the following actions, wherever required: -

- 5.1 To immediately call off the pre-contract negotiations without giving any compensation to the bidder. However, the proceedings with the other Bidder(s) would continue to immediately cancel the contract, if already awarded/signed, without giving any compensation to the Bidder.
  - a) The Earnest Money/Security Deposit shall stand forfeited.
  - b) To recover all sums already paid by the Employer.
  - c) 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.
  - d) To cancel all or any other contracts with the Bidder.
  - e) To debar the Bidder from entering into any bid from the government of Bhutan as per the Department Rule.

### **6. Conflict of Interest**

- 6.1 A conflict of interest involves a conflict between the public duty and private interests (for favor or vengeance) of a public official, in which the public official has private interest which could improperly influence the performance of their official duties and responsibilities. Conflict of interest would arise in a situation when any concerned members of both the parties are related either directly or indirectly, or has any tender committee member must be declared in the prescribed form (attached).





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- 6.2 The Bidder shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any committee member, and if he does so, the Employer shall be entitled forthwith to rescind the contract and all other contracts with the Bidder.
- 6.3 The successful bidder at any cost should not accept or recruit any of the PCAL employee's properties on hire.

**7. Examination of Books of Accounts**

- 7.1 In case of any allegation of violation of any provisions of this integrity pact or payment of commission, the Employer/authorized persons or relevant agencies shall be entitled to examine the Books of Accounts of the Bidder and the Bidder shall provide necessary information of the relevant financial documents and shall extend all possible help for the purpose of such examination.

**8 Monitoring and Arbitration**

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

**9 Legal Actions**

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

**10 Validity**

- 10.1 The validity of this integrity pact shall cover the tender process and extend until the completion of the contract to the satisfaction of both the Employer and the Bidder.
- 10.2 should one or several provisions of this pact turn out to be invalid; the remainder of this pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions. We, hereby declare that we have read and understood the clauses of this agreement and shall abide by it. Further, the information provided in this agreement is true and correct to the best of our knowledge and belief.

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

**BIDDER:**

**EMPLOYER:**

Signature:

Signature:

Name: .....

Name: .....

Seal

Seal

