



Building for the Future



**Bidding Documents
for
Supplying of Indian Coal to PCAL Factory, Gomtu.**

SBD consists of:

- BOQ
- General Terms and Conditions
- Integrity Pact
- Special terms and conditions

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

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Bill of Quantities
for
Supplying the following Indian Coal to PCAL Factory, Gomtu.

Sl. No	Type of works	Total Qty.	Rate in Figures	Rate in words
1 Part-A	Supply of High-Grade Coal with ash content below 12%; Sulphur below 2%, moisture below 12%	11,000.00		
2 Part-B	Supply of Coal with ash content below 25%; Sulphur below 1%; and total moisture below 12%	11,000.00		

The quoted rates should be mentioned both in Words and figure.

The rates should be quoted per Metric Ton (MT)

Bidder's Name of the firm:

Date of Submission:

Signature:

Official Seal:

Email Address:

License No:

CID Number:

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GENERAL TERMS AND CONDITIONS
for
Supplying of Coal to PCAL factory, Gomtu.

CLAUSE: 1

- 1.1 Bids without the furnished documents shall be rejected out rightly:
 - a) 2% of the total contractual quoted amount of the works as a Bid Security/Earnest Money Deposit (EMD) in the form of Demand Draft/Cash warrant/Unconditional Bank guarantee (Original Copy) to be submitted, in favour of "Penden Cement Authority Limited" Gomtu. EMD may also be directly deposited in PCAL BOB accounts number 101731083 or BNB account number 0009760238012 and submit the deposit s.i.p.
 - b) Valid Transport License.
 - c) Valid Tax Clearance Certificate.
- 1.2 Tender filled and signed by other than the owner are not permitted. However, if the signatory is authorized then the tender document should be accompanied by an authorization letter from the owner.
- 1.3 Tender document to be completed in all respects, incomplete tender may lead to rejection of tender.
- 1.4 The bidder are advised to deliver bids through email at tc@pendencement.bt OR may submit in hard copy to the addressee in sealed envelope sealed with adhesive tape or other sealant and shall be marked "Confidential", "Tender No. and name of the works" "Do not open before the specified date, month and time".
- 1.5 Bidders or their authorized representatives are allowed to sit for the bid opening and should sign the attendance sheet provided in the record of the bid opening.

CLAUSE: 2 (Modes of Tendering)

- 2.1 The mode of tendering for this particular works shall follow a "*single stage single envelope*", all the commercial documents and bid price shall be submitted in one single envelope.

CLAUSE: 3 (Bid Validity)

- 3.1 The bid validity period shall be kept for 60 (Sixty) days from the date of opening of the bids. During this period the bidders shall be required to submit their bids valid for a period specified in the bidding documents which shall be sufficient for the employer to complete the comparison and evaluation of bids, and to obtain all necessary approvals for the award of contract within the period. In case, it is not possible to complete the bid evaluation and award of contract within a given period of validity due to reasons beyond its reasonable control,

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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.

CLAUSE: 4 (Bid Security)or (Earnest Money Deposit-EMD)

- 4.1 2% of the quoted total amount of the works value to be submitted as Bid Security or EMD.
- 4.2 The bid security shall be in the form of unconditional Bank Guarantee/Cash Warrant/ Demand Draft or as specified in the bidding documents.
- 4.3 In the exceptional cases, the bidders shall be allowed to deposit in the form of cash deposit through bank transfers. The banking charges of the refund of the bid security/earnest money deposit (EMD) shall be borne by the company (PCAL).
- 4.4 The bid security shall remain valid for a period of 60 (Sixty) days beyond the validity period for the bids, in order to provide reasonable time if the security is to be called.
- 4.5 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 / Security Deposit within the prescribed time.
- 4.6 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.
- 4.7 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.

CLAUSE: 5 (Security Deposit- SD)or (Performance Security).

- 5.1 The company shall require the contractor to submit a Security Deposit prior to the signing of the contract. The amount of Security shall be 10 (ten) percent of the total quoted value of the contract/work value.

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- 5.2 The Security Deposit shall be valid until the completion of the contract. It shall serve as a guarantee that the contractor will perform his contractual obligations under the contract till the end. 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.
- 5.3 The Security Deposit shall be in the form of Unconditional bank Guarantee (Original Copy), Cash warrant or Demand Draft and not acceptable in any other forms other than above.
- 5.4 In the exceptional cases, the bidders shall be allowed to deposit in the form of cash deposit through bank transfers. The banking charges of the refund of the performance security/security deposit shall be borne by the company (PCAL).
- 5.5 The Security Deposit shall be discharged and returned to the contractor within thirty days after the successful completion of the contract. Failure of the successful bidder to submit the above mentioned Security Deposit or Sign the contract within the bid validity date shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security. In that event, the company may decide to 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.
- 5.6 The Security Deposit or part thereof shall be returned to the contractor on successful completion of the assignment under the contract within 30 (Thirty) days.

CLAUSE: 6 (Price/Rate)

- 6.1 The price shall be quoted in Ngultrum OR INR and it shall remain valid and fixed till the entire contractual obligation is fulfilled.
- 6.2 The hike on revision should be submitted instantly as and when it is takes effects and PCAL shall not consider any rate revision which is submitted after a very long period. In such cases the reference for the base price shall be considered not the initial base price submitted but the last price from the date of your appeal.

CLAUSE: 7 (Execution of work)

- 7.1 Supplier to deliver the entire quantity of Coal to PCAL Factory, Gomtu.

CLAUSE: 8 liquidated Damages

- 8.1 Security Deposit shall act and cover up in place of Liquidated Damages.

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CLAUSE: 9 Liability & Risk

- 9.1 The successful bidder shall be fully responsible to transport the goods from one location to another in terms of quantity, pilferages, leakages, damages etc.
- 9.2 It shall also be the responsibility of the bidder to transport the goods as specified in the Transportation Challan issued by the client.
- 9.3 Any loss or damage of goods or consignment under clause 9.1. the bidder shall be fully accountable and responsible to make good of the damages or loss without any denial and the cost shall be deducted from the bill of the Transporter at the respective ex-depot rate.
- 9.4 PCAL shall not be responsible for any fines, penalties imposed by RSTA or MVI of India for overloading or any traffic rule violation.
- 9.5 All cement carrying trucks should cover the load with good tarpaulin as per our national act and failure to comply with the act the transporter shall be held responsible.
- 9.6 Vehicles carrying loads beyond the permissible weight are at the transporter's own risk.
- 9.7 Driver and Handy boy below the restricted age shall not be allowed to enter into the PCAL factory.
- 9.8 If any accident, loss of life and damages to PCAL properties occur inside the PCAL Plant sites the cost of life or injury shall be dealt as per the law of the kingdom but damage to PCAL properties shall be recovered from the transporters after justification.

CLAUSE: 10 (Terms and Methods of Payment)

- 10.1 The payment shall be made every 45 days from the date of submission of your original bills.
- 10.2 No advance payments shall be made and all the payment shall be made through the Bank.

CLAUSE: 11 (Force Majeure)

In the event, any delay by the contractor in performing his obligations under the contract is caused by force majeure, including but not limited to war, civil insurrection, fire, floods, epidemics, 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 contractor/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.

CLAUSE: 12 (Settlement of Disputes)

- 12.1 The mechanisms for dispute resolution, intended to regulate events following the breach of a

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contract by one of the parties in case of more than one language shall:

- a) Preferences for interpretation of the contract shall be considered in English language if more than one language.
- 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 or as per the procurement manual of the works of PCAL.
- c) A clause requiring the parties to attempt to reach an amicable settlement before turning to the courts or other tribunals.

CLAUSE: 13 (Bid form and Bill of Quantities)

13.1 The bid form shall be a letter addressed to the company with the bidder's commitment to accept

and comply with the provisions of bidding documents, 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 form and sign. Non-compliance would be treated as the bidder not accepting the terms and conditions of the bid documents and addenda issued thereafter, the bid shall be rejected.

- 13.2 BOQ, indicating the description and quantity of the works to be done and the corresponding unit shall be provided with the bid documents. The priced BOQ shall have the provisions for rates to be filled in by the bidders both in figures and words.
- 13.3 The prospective bidders may include or mention in the BOQ about any discount that may be offered on the quoted prices. The presence of alternate bids, if any, shall also be mentioned.

CLAUSE: 14 (Clarification on Bidding Documents)

- 14.1 If the 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 to.
- 14.2 Conduct pre-bid meetings 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.

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CLAUSE: 15 (Amendment of Bidding Documents)

15.1 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.

15.2 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.

15.3 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.

CLAUSE: 16 (Language of Bid)

The Bid, and all correspondence and documents related to the bid shall be in English and should be translated in English if the language is foreign, the translation shall prevail on the interpretation.

CLAUSE: 17 (Modification and Withdrawal of Bid)

17.1 The bidder, on submission of written application, may modify or withdraw its bid after the bid's submission prior to the deadline for submission of bid as prescribed in the bid documents. The bidder on re-submission shall write on the inner and outer envelope additionally marked as "Modification" or "Withdrawal", as appropriate. The company shall accept the bid (modified bid) as per the bid submission schedule as indicated in the bid documents and not thereafter. Bids once withdrawn shall not be accepted.

17.2 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified in the bid document, neither any modification will be accepted.

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CLAUSE: 18 (Treatment of abnormally low or high bid)

- 18.1 Treatment of abnormally low or high bid when the prices in a particular bid appear abnormally low, the company shall revisit its own estimated value. Based on the revised value, a decision shall be taken to reject/ accept the abnormally low bids.
- 18.2 If the company decides to accept the abnormally low bid after considering the above, the bidder shall be required to provide additional differential security equivalent to the difference between the estimated amount and the quoted price in addition to the performance security.
- 18.3 If the prices of all the received bids are abnormally high then the company may negotiate with the lowest evaluated bidder after approval of the competent authority. In case the negotiation fails, all bids may be rejected and re-tendering or Limited Bidding procedure may be adopted as considered appropriate after revisiting the estimated value determined by the company.

CLAUSE: 19 (Penalty which will lead to direct termination of the contract, forfeit and restrict participation in the same tender if PCAL decides to retender it)

- 19.1 If the Contractor leaves the contract half way without successfully completing the contract during the actual contractual period.
- 19.2 The Contractor shall be removed immediately if any written complaint of more than two is served during the contractual period.
- 19.3 The successful bidder at any cost should not accept or recruit any of the PCAL employee's properties on hire directly or indirectly, if proven the contractor shall face the above consequences.

CLAUSE: 20 (Payment to contractor)

Payment shall be made within 45 days from the date of submission of original bills duly verified by Lead-(CSU) before submitting to the FID. In case of any dispute the final bill may be released after the finalization of the dispute only.

CLAUSE: 21 (Contractor's Tax)

Any taxes applicable will be deducted as per the rule of the Royal Government of Bhutan and TDS certificate shall be furnished from the Finance Investment Department if required.

CLAUSE: 22 (Tender Prices)

- 22.1 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

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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.

- 22.2 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 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 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.
- 22.3 The Bidder may visit the site prior to submission of the tender to collect more information on site condition at their own cost.
- 22.4 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.
- 22.5 It shall be the responsibility of the Bidder to request for any missing document. In absence of any such request the Bidder shall be deemed to have received and read all documents.
- 22.6 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.
- 22.7 No alterations or modifications should be made in the contents of Tender documents. If corrections are needed while filling in the tender, the same shall be made by the Bidder with his dated signature. Any tender that is not accompanied with the complete set of 'Tender documents' and/or which does not include prices of all the items in the Price Schedule shall be considered incomplete and shall be rejected.
- 22.8 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.

CLAUSE: 23 (Employer rights)

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

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CLAUSE: 24 (Award of Contract)

The acceptance of a tender and award of contract to one or more than a bidder, if considered necessary, rest with the employer if shall not obligatory on the part of the Employer to accept the lowest tender the employer would be at liberty to accept any tender, lowest 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 there to.

CLAUSE: 25 (Contract award)

- 25.1 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.
- 25.2 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 any electronic means of communications, that its bid has been accepted indicating the award price. When the company has been 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.
- 25.3 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.
- 25.4 The LoA shall include, among others, the following information:
 - a) The date of the award decision,
 - b) The contract price to be paid for the works,
 - c) Requirement of performance security,
 - d) A copy of the contract form provided in the bidding document incorporating all agreements.
- 25.5 Where it is not possible for both the parties to sign the contract simultaneously;
 - a) The company shall send to the successful bidder two original copies of the full contract together with the LoA signed by its duly authorized representative together with the dated signature;
 - b) The LoA shall indicate the deadline which shall normally be not more than fifteen days by which the successful bidder must accept the award and sign the contract;
 - c) The successful bidder, if he agrees to conclude the contract, shall sign and date all original copies of the contract and the letter of acceptance and return one copy of each to the company before the expiry of the deadline indicated in the LoA;
- 25.6 Following documents from the contract are to be taken as mutually explanatory of one another.
 - a) The Contract Agreement;
 - b) Letter of Acceptance;

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- c) Bid and Appendix to bid;
- d) Special Conditions of Contract;
- e) General Conditions of Contract;
- f) Prices Bill of quantities;
- g) Any other document forming part of the Contract.

OR the whole tender document which is sealed and signed is considered equally of having all the complete documents as required and qualifies clause 25.6 for award of work.

CLAUSE: 26 (Fraud & Corruption)

The Anti Corruption Commission (ACC) of Bhutan requires that the company, and the Bidders/ Contractors/ Contractors observe the highest standard of ethics during the procurement and execution of contracts. In conformance with ACC guidelines an Integrity Pact shall be signed by the company and the Bidders/ Contractors/ Contractors.

CLAUSE: 27 (Contract Management)

27.1.1 Contract Supervision and Administration

Contract supervision and administration will be undertaken by the Sales & Marketing Department. The transporter should keep in constant touch with the Head of the Sales, Depot in-charge or any assigned Officer by the Authority himself, for day to day business.

Contractor Seal
(Signature)



Head- SCD


Director/ 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 cancelled.

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.

1. 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.

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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: -

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 for bearing 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 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.

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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 any one employed by him, or acting on his behalf (whether with or without the knowledge of the Bidder), or the commission of any offence 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.

The Earnest Money/Security Deposit shall stand forfeited.

To recover all sums already paid by the Employer.

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 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).

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

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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:

Signature:

Name:

EMPLOYER:

Signature:

Name:

Seal

Seal

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SPECIAL TERMS AND CONDITIONS

1) **Quality parameters:** The coal shall be supplied within the parameters in the table below:

Part- (A)

Item	Quantity	Parameters				
High Grade Coal	11,000.00	Size	Sulphur %	TM%	IM%	Ash Content
		Below 25 mm	2 % max	12% max	3% max	12% max

Part- (B)

Item	Quantity	Parameters				
High Grade Coal	11,000.00	Size	Sulphur %	TM%	IM%	Ash Content
		Below 25 mm	1 % max	12% max	3% max	25% max

2) **Rate:** The offered rate for **Part-(A)** and **Part-(B)** above is F.O.R. PCAL, Gomtu Bhutan, which is inclusive of every tax, duty, and any extra charges applicable except GST applicable in Bhutan. The above rate is applicable and exclusively for the coal delivered with the above specifications and within the parameters only. The rate shall remain fixed through the entire contractual period and it shall not be revised under any circumstance.

3) **Delivery Period:** The supply for the above 11,000.00 metric tons of coal is to be delivered within 90 days from the date of the supply order. You should complete delivery of the above quantity on or before the above stipulated time period.

4) **Quantity:** The above quantity is to be delivered at all times maintaining the above quality. The tolerance of ($\pm 5\%$) shall be accepted as a fulfillment of the quantity to be supplied.

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5) **Acceptance of the Coal:** The coal shall be accepted based on the following table and conditions below:

Particulars	Percentage for (Part-A)	Percentage for (Part- B)
Ash Content	Up to 24%	Up to 30%
Moisture content	Up to 15%	Up to 15%
Sulphur Content	Up to 4%	Up to 1.50%

- a) The ash and moisture content shall be considered on a daily weighted average of the number of vehicles received for that day.
- b) However, if the ash content of a particular truck is above 24% for part -(A) and 30% for part-(B) that particular truck shall be rejected and not be considered for weighted average calculation.
- c) The coal that passes the initial test shall be unloaded and stored until the final report on sulfur content is obtained. Till then the coal will not be consumed.

6) **Penalty:** The low-quality coal supplied shall be accepted with the following price and penalty at the rates determining under which category it falls and directly rejected if the supplied coal quality range is beyond acceptable:

a) **Price based on Ash content: For Part-(A)**

Particulars	Minimum	Maximum	Price/MT
Ash Content	12.01%	15.00%	Less 5% of the quoted rate
Ash Content	15.01%	19.00%	Less 15% of the quoted rate
Ash Content	19.01%	24.00%	Less 20% of the quoted rate

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b) Price based on Ash content:

Part-(B)

Particulars	Minimum	Maximum	Price/MT
Ash Content	25.01%	26.00%	Less 5% of the quoted rate
Ash Content	26.01%	27.50%	Less 15% of the quoted rate
Ash Content	27.51%	30.00%	Less 20% of the quoted rate

b) Penalty for Part-(A)

Particulars	Percentage	Penalty
Moisture content	Above 12% up to 15%	Penalty @ 1% of the landed cost for every 1% increase
Sulphur content	Above 2% up to 4%	Penalty @ 1% of the landed cost for every 1% increase

b) Penalty for Part-(B)

Particulars	Percentage	Penalty
Moisture content	Above 12% up to 15%	Penalty @ 1% of the landed cost for every 1% increase
Sulphur content	Above 1% up to 1.50%	Penalty @ 1% of the landed cost for every 1% increase

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7) **Rejected Materials:** The coal shall be rejected based on the following table:

For Part- (A)

Particulars	Percentage	Penalty
Ash Content	Above 24%	To be rejected directly (individuals' truck)
Moisture content	Above 15%	To be rejected directly
Sulphur content	Above 4%	To be rejected directly

For Part- (B)

Particulars	Percentage	Penalty
Ash Content	Above 30%	To be rejected directly (individuals' truck)
Moisture content	Above 15%	To be rejected directly
Sulphur content	Above 1.50%	To be rejected directly

PCAL shall not take any responsibility for loss/theft/fire/deterioration etc. of the rejected coal. If the supplier fails to lift the rejected coal within seven days it will automatically be disposed of without any notice.

8) **Test Report:** The test report will be shared with the supplier on the written demand.

9) **Payment: No Advance payment** shall be made. However, the payment for the delivered materials shall be made within 45 working days after the submission of the bills on successful completion of the entire ordered quantity..

10) **TDS:** TDS as applicable in line with the regulations of the Royal Government of Bhutan shall be deducted from your payment. The accounts department will furnish a TDS certificate on your requirement.

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11) Security Deposit: The Security Deposit of **10% of the supply order value** should be deposited within seven working days failing to which the supply order shall not be placed. The security deposit shall be deposited in the PCAL's account number: 101731083, maintained with the Bank of Bhutan, Phuntshopelri (Gomtu), Samtse Bhutan. If the Indian parties wish to deposit Via RTGS, the details of the RTGS/INR Remittance are enclosed. In the event, the supplier fails to perform the contractual obligations under the contract the supplier shall face the consequences as per **clause 12** of the supply order. On successful completion of the contract, the SD shall be refunded without any interest.

12) Cancellation of the Contract:

- a) The contract shall be directly canceled with the forfeiture of the security deposit if the supplier fails to supply a minimum of 100 MT of coal. The quantity variation of (\pm 5% tolerance) of the order quantity shall be accepted. Any excess quantity shall be accepted at the discretion of the PCAL management.
- b) If the supplier wishes to supply after the delivery deadline an LD penalty @ 0.05% per day on the balance quantity will be levied till the completion of the ordered quantity.
- c) If the entire lot of the initial supply fails to meet our acceptable quality parameters and is repeatedly rejected for the third time, the contract shall then be directly terminated on the ground of non-meeting the quality parameters and the security deposit shall also be forfeited.

13) Risk: The supplier shall be directly responsible for failing to comply with or violate any regulations set by both the Indian and Bhutan governments.

14) Force Majeure: In case of any force majeure, the supplier/PCAL shall inform either party in writing with evidence of the force majeure and PCAL management/supplier shall review the situation and a new mutually agreed contractual agreement will be drawn.

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: Goratu: Bhutan.

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