



**STANDARD BIDDING DOCUMENT
FOR
SUPPLYING OF DRY FLY-ASH TO PCAL FACTORY**

SBD consists of:

1. BOQ
2. General Terms & Conditions
3. Integrity Pact





Building for the Future

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

Name of work:

Bid Security/EMD Nu: Time of Completion

Dear Sir,

I offer to do the above work for Penden cement Authority Limited, Gomtu at the rate stated as per the bill/schedule of quantities. The total value of the work is Nu:

The terms and Conditions have been gone through by me and I undertake to abide by all necessary provisions covered therein.

1) I have seen the site and acquainted myself about the work conditions.

2) My trade License approved by Ministry of Economic Affairs, Royal Government of Bhutan License is and the CDB registration Number is

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

Bidder Name: Email Address:

Full Address:

Signature:

Contact No.:

Signed in presence of witness

Witness:

Signature:

Name:

Address:

Tender Enquiry No:

Last date & time of submission of tender:

Last date & time of opening:

EMD Money Nu: deposited through Performance Guarantee/demand draft/Cash warrant.

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

EPABX: 00773-3-171013/14/15, FAX: 00773-3-171013/20, Post Box No: 75

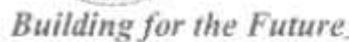
Head Office: Sing Gyasa Tse, 00773-3-232855, Fax: 00773-3-352255, Galedon Depo: 13/1 00773-6-231005, Fax: 00773-6-231005

Sandrup Jomkhaz Depo: Tel: 00773-7-231700, Fax: 00773-7-231701

www.penden-cement.ltd.bt







Bill of Quantities
For
Supplying of Dry fly-ash to PCAL, factory, Gomtu

1. Contract period for one year from the date of the award for supplying the fly-ash with the following specifications:

SL. No	Supply of fly-ash with below specifications	Approximate quantity	Rate /MT without GST
1	Fineness: 320m Sq/kg (min); Moisture: 0.2% (max); Silica: 35.0% (min); Silica + Alumina + Iron = 70% (min); Magnesia: 5%; Lime reactivity: 4.5Nmm ² /sq. Compressive strength: 80MPa (min 28 days)	54,000 MT	

Quoted rate in words

The quoted rate should be inclusive of every tax, duty, and any other incidental charges which is F.O.R. PCAL, factory, exclusive of GST.

Bidder name and firm

CID NO.

Email Address _____

Contact Number

Date of submission

Signature _____

Official seal if any.





- a) Valid Business trade license copy (Applicable for both)
- b) PAN card (NA for Bhutanese Nationals)
- c) Copy of Voter Identity Card/Adar Card (Applicable for both)
- d) A copy of GST registration certificate (for Indian) & Tax Clearance Certificate for Bhutanese
- e) Should submit a genuine Test Report of the sour (Must)
- f) Earnest Money Deposit (Applicable for both)
- g) Offer to be submitted in your own letter head.
- h) The bids can be submitted in hardcopy addressed to "the chief executive officer" PCAL with properly sealed and it can also be submitted through email at tc@pendencement.bt Any bids received after the stipulated time and date shall not qualify for the opening.
- i) Your bid should reach our office latest by **17th April 2026** on OR before 12.00 Noon (BST). Any bids received after the due date and time shall not be accepted at all.

1. The bid validity period shall be kept for 60 (Sixty) days from the date of Enquiry. 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 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 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.

1. An amount of Nu. OR INR 500,000.00 (Fifty Thousand) only, to be submitted as a Bid Security OR Earnest Money Deposit along with the bids in the form of unconditional bank guarantee/cash warrant/Demand draft OR may transfer directly in the PCAL's BOB account number 101731083 and submit the deposit slip.
2. The bid security shall remain valid for a period of sixty 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 mention the exact date till which the bid security shall remain valid.
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 retained as the Security Deposit and shall be released on successful completion of the contract within one month. In case of withdraw of the contract or not able to supply after the placement of the order shall lead to termination of the contract with forfeiture of the EMD.





Building for the Future

1. The EMD of the successful bidder shall be converted and retained as a Security Deposit.
2. The Security Deposit shall remain in PCAL custody 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 terms and conditions, the contract shall be terminated with forfeiture of the Security Deposit.
3. The Security Deposit shall be discharged and returned to the contractor within thirty days after the successful completion of the contract. 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.

V. CLAUSE: Price/Rate

1. The price shall be quoted in Ngultrum or INR and it shall remain valid and fixed till the entire contractual period. It shall be only applicable in case of any change in fuel price beyond 4% of the base price. The percentage of increase in rate shall be @ 0.30% for every 1% increase in fuel beyond base price. Next revision of price will be considered from the revised rate when the increase is beyond 4%. The same formula shall be applied in case of decrease of fuel price. The transporter should submit the base price to PCAL or the actual fuel price on the day of the locality shall be recorded as the base price.

VI. CLAUSE: Liability & Risk

1. The bidder shall be fully responsible to transport the goods from one location to another in terms of quantity, pilferages, leakages, accidents etc.

VII. CLAUSE: Execution of Works

1. The successful contractor should supply the specified quantity in the enquiry within the contractual period and should also complete the monthly defined scheduled quantity which will be mentioned in the work order with other terms and conditions.
The supplier job is to supply the fly-ash from any source without disrupting and not hampering the cement production.

VIII. CLAUSE: Terms and Methods of Payment

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 to be returned immediately to vendors. Such provision shall be incorporated in the contract documents unless agreed otherwise.

IX. CLAUSE: Force Majeure

1. 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, Pandemic, epidemics, earthquakes, quarantine restrictions, pandemic 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.

CORPORATE OFFICE AND BUSINESS UNITS: PHUNTSHOPELRI (GOMTU)

DZONGKHA: SAMPSE, BHUTAN

TELEPHONE: 89975-3-77915/14/13, FAX: 89975-3-37915/16, Post Box No. 78

Phuntshoepelri Depot: T.S. 89975-3-282903, Fax: 89975-3-212756, Gekhopu Depot: T.S. 89975-4-251005, Fax: 89975-4-211675

Samtse Depot: T.S. 89975-5-251790, Fax: 89975-5-212791

Website: www.pcaweb.com





Building for the Future

X. CLAUSE: Liquidated Damages

1. Liquidated damages (LD) shall be calculated as follows:
 - a) If the party fails to deliver the monthly minimum scheduled quantity a LD of 2% shall be imposed on the remaining quantity of the particular month. Any extra supplied quantity shall be carried forward in the subsequent month.

XI. CLAUSE: Settlement of Disputes

1. The mechanisms for dispute resolution, intended to regulate events following the breach of a 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.

XII. CLAUSE: 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.

XIII. CLAUSE: 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.
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.

XIV. CLAUSE: Language of Bid

1. 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.

CORPORATE OFFICE AND BUSINESS UNITS: PHUNTSHOPELRI (GOMTU)

DZONGKHAG: SAMTSE, BHUTAN

TELEPHONE: 0975-3-37015/14/14, FAX: 0975-3-37015/70, Post Box No. 79

Procurement Dept: Tel: 0975-3-352068, Fax: 0975-3-252254, Gdchplm Dept: Tel: 0975-3-251065, Fax: 0975-3-251021

Construction Dept: Tel: 0975-3-251790, Fax: 0975-3-251791

0975-3-251790/251791





Building for the Future

XV. CLAUSE: (Treatment of abnormally low or high bid)

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, decision shall be taken to reject/accept the abnormally low bids.
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. A clause to this effect should be included in the bidding documents.
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.

XVI. CLAUSE: (Materials testing)

1. Frequent test shall be carried out in our own laboratory to check and confirm the parameter of the material received is as specified in our Enquiry. In case the contractor /supplier is not satisfied with our report the same shall be carried out in the presence of the Supplier or his authorized person and all the testing charges incurred in such test shall be borne by the contractor.

XVII. CLAUSE: Penalty

1. If the supplied materials do not meet our specifications the PCAL management may decide to reject or accept the inferior material based on the conditions. Any decision taken to this should be regarded.

XVIII. CLAUSE: (Contractor's Tax)

1. Supplier Tax if applicable shall be deducted.

XIX. CLAUSE: (Tender Prices)

1. Tendered Prices: The Tendered prices should be typed or written in hand in English in the Price Schedules of the tender documents in ink both in words and in figures. In case of any discrepancy in the rates between words and figures, the rates in words shall govern and in case of discrepancy in rates and amount, the rates shall govern and the tender document to be properly sealed by wax.
2. 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.

XX. CLAUSE: Employer Rights

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

XXI. CLAUSE: Tender's Identity

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

CORPORATE OFFICE AND BUSINESS UNITS: PHUNTSHOPELRI (GOMTU)

DZONGKHAG: SAMTSE, BHUTAN

EPALIX: 00975-5-371013/14/15, FAX: 00975-5-371011/70, P.O. Box No. 79

and Ling Deyel Tel: 00975-5-252005, Fax: 00975-5-242335, Gephin Deyel Tel: 00975-6-241605, Fax: 00975-6-241621

andrup Deyel Deyel Tel: 00975-3-241199, Fax: 00975-3-251191

www.pcal.bt





Building for the Future

XXII. CLAUSE: Award of Contract

1. The acceptance of a tender and award of contract to one or more than a tender, 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.

XXIII. CLAUSE: 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 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 any electronic means of communications, that its bid has been accepted indicating the award price.
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.

Contractor


27/3

Head SCD


Director/Chief Executive Officer

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

TEL: 00975-3-37003/14/54; FAX: 00975-3-37003/70; Email: info@gomtu.bt
Branches: 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000, 1001, 1002, 1003, 1004, 1005, 1006, 1007, 1008, 1009, 1010, 1011, 1012, 1013, 1014, 1015, 1016, 1017, 1018, 1019, 1020, 1021, 1022, 1023, 1024, 1025, 1026, 1027, 1028, 1029, 1030, 1031, 1032, 1033, 1034, 1035, 1036, 1037, 1038, 1039, 1040, 1041, 1042, 1043, 1044, 1045, 1046, 1047, 1048, 1049, 1050, 1051, 1052, 1053, 1054, 1055, 1056, 1057, 1058, 1059, 1060, 1061, 1062, 1063, 1064, 1065, 1066, 1067, 1068, 1069, 1070, 1071, 1072, 1073, 1074, 1075, 1076, 1077, 1078, 1079, 1080, 1081, 1082, 1083, 1084, 1085, 1086, 1087, 1088, 1089, 1090, 1091, 1092, 1093, 1094, 1095, 1096, 1097, 1098, 1099, 1100, 1101, 1102, 1103, 1104, 1105, 1106, 1107, 1108, 1109, 1110, 1111, 1112, 1113, 1114, 1115, 1116, 1117, 1118, 1119, 1120, 1121, 1122, 1123, 1124, 1125, 1126, 1127, 1128, 1129, 1130, 1131, 1132, 1133, 1134, 1135, 1136, 1137, 1138, 1139, 1140, 1141, 1142, 1143, 1144, 1145, 1146, 1147, 1148, 1149, 1150, 1151, 1152, 1153, 1154, 1155, 1156, 1157, 1158, 1159, 1160, 1161, 1162, 1163, 1164, 1165, 1166, 1167, 1168, 1169, 1170, 1171, 1172, 1173, 1174, 1175, 1176, 1177, 1178, 1179, 1180, 1181, 1182, 1183, 1184, 1185, 1186, 1187, 1188, 1189, 1190, 1191, 1192, 1193, 1194, 1195, 1196, 1197, 1198, 1199, 1200, 1201, 1202, 1203, 1204, 1205, 1206, 1207, 1208, 1209, 1210, 1211, 1212, 1213, 1214, 1215, 1216, 1217, 1218, 1219, 1220, 1221, 1222, 1223, 1224, 1225, 1226, 1227, 1228, 1229, 1230, 1231, 1232, 1233, 1234, 1235, 1236, 1237, 1238, 1239, 1240, 1241, 1242, 1243, 1244, 1245, 1246, 1247, 1248, 1249, 1250, 1251, 1252, 1253, 1254, 1255, 1256, 1257, 1258, 1259, 1260, 1261, 1262, 1263, 1264, 1265, 1266, 1267, 1268, 1269, 1270, 1271, 1272, 1273, 1274, 1275, 1276, 1277, 1278, 1279, 1280, 1281, 1282, 1283, 1284, 1285, 1286, 1287, 1288, 1289, 1290, 1291, 1292, 1293, 1294, 1295, 1296, 1297, 1298, 1299, 1300, 1301, 1302, 1303, 1304, 1305, 1306, 1307, 1308, 1309, 1310, 1311, 1312, 1313, 1314, 1315, 1316, 1317, 1318, 1319, 1320, 1321, 1322, 1323, 1324, 1325, 1326, 1327, 1328, 1329, 1330, 1331, 1332, 1333, 1334, 1335, 1336, 1337, 1338, 1339, 1340, 1341, 1342, 1343, 1344, 1345, 1346, 1347, 1348, 1349, 1350, 1351, 1352, 1353, 1354, 1355, 1356, 1357, 1358, 1359, 1360, 1361, 1362, 1363, 1364, 1365, 1366, 1367, 1368, 1369, 1370, 1371, 1372, 1373, 1374, 1375, 1376, 1377, 1378, 1379, 1380, 1381, 1382, 1383, 1384, 1385, 1386, 1387, 1388, 1389, 1390, 1391, 1392, 1393, 1394, 1395, 1396, 1397, 1398, 1399, 1400, 1401, 1402, 1403, 1404, 1405, 1406, 1407, 1408, 1409, 1410, 1411, 1412, 1413, 1414, 1415, 1416, 1417, 1418, 1419, 1420, 1421, 1422, 1423, 1424, 1425, 1426, 1427, 1428, 1429, 1430, 1431, 1432, 1433, 1434, 1435, 1436, 1437, 1438, 1439, 1440, 1441, 1442, 1443, 1444, 1445, 1446, 1447, 1448, 1449, 1450, 1451, 1452, 1453, 1454, 1455, 1456, 1457, 1458, 1459, 1460, 1461, 1462, 1463, 1464, 1465, 1466, 1467, 1468, 1469, 1470, 1471, 1472, 1473, 1474, 1475, 1476, 1477, 1478, 1479, 1480, 1481, 1482, 1483, 1484, 1485, 1486, 1487, 1488, 1489, 1490, 1491, 1492, 1493, 1494, 1495, 1496, 1497, 1498, 1499, 1500, 1501, 1502, 1503, 1504, 1505, 1506, 1507, 1508, 1509, 1510, 1511, 1512, 1513, 1514, 1515, 1516, 1517, 1518, 1519, 1520, 1521, 1522, 1523, 1524, 1525, 1526, 1527, 1528, 1529, 1530, 1531, 1532, 1533, 1534, 1535, 1536, 1537, 1538, 1539, 1540, 1541, 1542, 1543, 1544, 1545, 1546, 1547, 1548, 1549, 1550, 1551, 1552, 1553, 1554, 1555, 1556, 1557, 1558, 1559, 1560, 1561, 1562, 1563, 1564, 1565, 1566, 1567, 1568, 1569, 1570, 1571, 1572, 1573, 1574, 1575, 1576, 1577, 1578, 1579, 1580, 1581, 1582, 1583, 1584, 1585, 1586, 1587, 1588, 1589, 1590, 1591, 1592, 1593, 1594, 1595, 1596, 1597, 1598, 1599, 1600, 1601, 1602, 1603, 1604, 1605, 1606, 1607, 1608, 1609, 1610, 1611, 1612, 1613, 1614, 1615, 1616, 1617, 1618, 1619, 1620, 1621, 1622, 1623, 1624, 1625, 1626, 1627, 1628, 1629, 1630, 1631, 1632, 1633, 1634, 1635, 1636, 1637, 1638, 1639, 1640, 1641, 1642, 1643, 1644, 1645, 1646, 1647, 1648, 1649, 1650, 1651, 1652, 1653, 1654, 1655, 1656, 1657, 1658, 1659, 1660, 1661, 1662, 1663, 1664, 1665, 1666, 1667, 1668, 1669, 1670, 1671, 1672, 1673, 1674, 1675, 1676, 1677, 1678, 1679, 1680, 1681, 1682, 1683, 1684, 1685, 1686, 1687, 1688, 1689, 1690, 1691, 1692, 1693, 1694, 1695, 1696, 1697, 1698, 1699, 1700, 1701, 1702, 1703, 1704, 1705, 1706, 1707, 1708, 1709, 1710, 1711, 1712, 1713, 1714, 1715, 1716, 1717, 1718, 1719, 1720, 1721, 1722, 1723, 1724, 1725, 1726, 1727, 1728, 1729, 1730, 1731, 1732, 1733, 1734, 1735, 1736, 1737, 1738, 1739, 1740, 1741, 1742, 1743, 1744, 1745, 1746, 1747, 1748, 1749, 1750, 1751, 1752, 1753, 1754, 1755, 1756, 1757, 1758, 1759, 1760, 1761, 1762, 1763, 1764, 1765, 1766, 1767, 1768, 1769, 1770, 1771, 1772, 1773, 1774, 1775, 1776, 1777, 1778, 1779, 1780, 1781, 1782, 1783, 1784, 1785, 1786, 1787, 1788, 1789, 1790, 1791, 1792, 1793, 1794, 1795, 1796, 1797, 1798, 1799, 1800, 1801, 1802, 1803, 1804, 1805, 1806, 1807, 1808, 1809, 1810, 1811, 1812, 1813, 1814, 1815, 1816, 1817, 1818, 1819, 1820, 1821, 1822, 1823, 1824, 1825, 1826, 1827, 1828, 1829, 1830, 1831, 1832, 1833, 1834, 1835, 1836, 1837, 1838, 1839, 1840, 1841, 1842, 1843, 1844, 1845, 1846, 1847, 1848, 1849, 1850, 1851, 1852, 1853, 1854, 1855, 1856, 1857, 1858, 1859, 1860, 1861, 1862, 1863, 1864, 1865, 1866, 1867, 1868, 1869, 1870, 1871, 1872, 1873, 1874, 1875, 1876, 1877, 1878, 1879, 1880, 1881, 1882, 1883, 1884, 1885, 1886, 1887, 1888, 1889, 1890, 1891, 1892, 1893, 1894, 1895, 1896, 1897, 1898, 1899, 1900, 1901, 1902, 1903, 1904, 1905, 1906, 1907, 1908, 1909, 1910, 1911, 1912, 1913, 1914, 1915, 1916, 1917, 1918, 1919, 1920, 1921, 1922, 1923, 1924, 1925, 1926, 1927, 1928, 1929, 1930, 1931, 1932, 1933, 1934, 1935, 1936, 1937, 1938, 1939, 1940, 1941, 1942, 1943, 1944, 1945, 1946, 1947, 1948, 1949, 1950, 1951, 1952, 1953, 1954, 1955, 1956, 1957, 1958, 1959, 1960, 1961, 1962, 1963, 1964, 1965, 1966, 1967, 1968, 1969, 1970, 1971, 1972, 1973, 1974, 1975, 1976, 1977, 1978, 1979, 1980, 1981, 1982, 1983, 1984, 1985, 1986, 1987, 1988, 1989, 1990, 1991, 1992, 1993, 1994, 1995, 1996, 1997, 1998, 1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, 2033, 2034, 2035, 2036, 2037, 2038, 2039, 2040, 2041, 2042, 2043, 2044, 2045, 2046, 2047, 2048, 2049, 2050, 2051, 2052, 2053, 2054, 2055, 2056, 2057, 2058, 2059, 2060, 2061, 2062, 2063, 2064, 2065, 2066, 2067, 2068, 2069, 2070, 2071, 2072, 2073, 2074, 2075, 2076, 2077, 2078, 2079, 2080, 2081, 2082, 2083, 2084, 2085, 2086, 2087, 2088, 2089, 2090, 2091, 2092, 2093, 2094, 2095, 2096, 2097, 2098, 2099, 2100, 2101, 2102, 2103, 2104, 2105, 2106, 2107, 2108,





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 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: -

- 2.1 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
- 2.2 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: -

- 3.1 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 has 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.
- 3.4 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.

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

VPADN: 00975-3-37813/14/15, FAX: 00975-3-37813/70, Post Box No. 79

Phone: 00975-3-232244, Fax: 00975-3-232238, Cell phone: 00975-9-231423, E-mail: 00975-3-231423

Website: www.gomtu.gov.bt Fax: 00975-3-231790, Fax: 00975-3-231791

www.gomtu.gov.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 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 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 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.
- 5.1 To immediately cancel the contract, if already awarded/signed, without giving any compensation to the Bidder.
- 5.2 The Earnest Money/Security Deposit shall stand forfeited.
- 5.3 To recover all sums already paid by the Employer.
- 5.4 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.
- 5.5 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

CORPORATE OFFICE AND BUSINESS UNITS: PHUNTSHOPELRI (GOMTU)

DZONGKHAG, SAMTSE, BHUTAN

IPAD: 0073-3-21045/11/34, FAX: 0073-3-21045/70, Post Box No. 78

Phuntsholing, Digo 1/1, 0073-3-28288, Fax: 0073-3-23236, Gekjhu Digo 1/1, 0073-3-23103, Fax: 0073-3-23123,

newmpj, newmpj Digo 1/1, 0073-3-23178, Fax: 0073-3-23179,

newmpj, newmpj Digo 1/1, 0073-3-23178, Fax: 0073-3-23179,





Building for the Future

- 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 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:

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

GPARY: 00975-3-231013/14/15, F.S.N: 00975-3-231013 (The Post Box No. 59)
Ministry of Home Affairs: 00975-3-232008, 1001 00975-3-232254, 1001 plus 1001, 1001 00975-3-231013, 1001 00975-3-231013
Kendrasa Tongkhag: 00975-3-232798, 1001 00975-3-232798
www.pcaldmca.com.bt



