

2016-2017

**ELECTION COMMISSION OF BHUTAN**  
*Administration and Finance Division*



**“STANDARD BIDDING DOCUMENTS”**  
**“Procurement of Goods/Services” (Revised April 2013)**

**Name of Work** : Invitation of rates for Sound System & LED HD TV Screen

**Period of Completion** : 25<sup>th</sup> August, 2016.

**Procurement/Bid Reference No** : ECB/ADM(15)2016-2017/67, dated 21<sup>st</sup> July, 2016

**Name of Bidder** :

**Procurement Section, AFD**  
(Election Commission of Bhutan)  
**Thimphu; Bhutan.**

## Invitation for Bids

1. Bidding is conducted through the “*National*” Competitive Bidding procedures specified in the RGoB Procurement Rules and Regulations, and are open to all the National Bidders.
2. Interested eligible bidder may download the complete set of bidding document from our website [www.election-commission.org.bt](http://www.election-commission.org.bt) at free of cost.
3. All interested interested bidders must submit Intergity Pact signed with the Tender Document after reading it carefully. Any bidders failing to submit will be **disqualified**.
4. Bids must be delivered to the address below on or before 12:30 PM, 25<sup>th</sup> August, 2016. Electronic bidding “*shall not*” be permitted. Late Bids will be rejected. Bids will be opened in the presence of the Bidders’ representatives who choose to attend in person at *the Chamber of the Secretariate, ECB, Kawangjangsa, Thimphu*.
5. **Bids shall be accompanied with an EMD of 2% of the Quotated Rate during the submission with “STANDARD BIDDING DOCUMENTS”**
6. The address referred to above is: *The Chief Administrative Officer, AFD, Election Commission of Bhutan, Kawangjangsa, Thimphu*.

## Bid Data Sheet

<b>A. Introduction</b>	
<b>ITB 1.1</b>	The Purchaser is: <i>Election Commission of Bhutan Kwangjangsa; Thimphu</i>
<b>ITB 1.1</b>	The name, identification number and number of lots within this procurement are: <i>Rates for the Sound System &amp; LED HD TV Screen</i>
<b>B. Bidding Documents</b>	
<b>ITB 8.2</b>	For <b><u>clarification of Bid purposes</u></b> only, the Purchaser's address is: Attention: <i>Mr. Mani Tshering</i> Designation: <i>Dy. Chief Procurement Officer.</i> Address: <i>Election Commission of Bhutan, Kawangjangsa, Thimphu</i> PO Box No: <b>2008</b> Facsimile number: <i>00 975/340227</i> Electronic mail address: <i>dargyallingtt@gmail.com</i>
<b>C. Preparation of Bids</b>	
<b>ITB 11.1</b>	The language of the Bid is: <i>English</i>
<b>ITB 12.1 (k)</b>	The Bidder shall submit with its Bid the following additional documents: <i>1. Complete set of Bidding Documents in both Original and Copy.</i> <i>2) A Valid Trade Licence</i> <i>3 ) Tax Clearance Certificate from RRCO</i> <i>4) Evidence of Similar Work Experience.</i> <i>5) Past profiles</i> <i>6) EMD</i> <i>7) Award for the Bids will be lot by lot from the (total grand) only if not the 2<sup>nd</sup> bidder as per procurement norm.</i> <i>8). Major supplies should be completed within 20 – 30 days after placing/issuing Supply/work order.</i> <i>9) Small supply/work should be completed within 30 days after placing/issuing supply/work order.</i> <i>10) Any items not quoted in the quotation will not be entertained for payment without prior approval from concerned authority.</i> <i>11) Without work/supply order for the items AFD shall not entertain for payment in case if time and date found mismatch</i>

	<p><i>later</i></p> <p><i>13) Accounts/ finance section should cross check quotation rate/duly verified on bills for the items from Inventory unit, as per property rules.If not bills shall not entertain for payment and return bills to concern authority</i></p> <p><i>NB: (failing to submit the above documents shall be considered as non-compliance/Non-responsive to the bidding documents)</i></p>
ITB 12.1 (j)	The bidders shall submit a signed Integrity Pact: <b>YES</b>
ITB 15.1	Alternative Bids “ <i>shall not be</i> ” permitted.
ITB 16.5	The Incoterms edition is: <b>Latest valid Edition in force.</b>
ITB 16.6 (a) (iii), (b) (ii) and (c) (v)	The final destination (Project Site) is: <b>Election Commission of Bhutan, Kawangjangsa, Thimphu</b>
ITB 17.1	The prices quoted by the Bidder “ <i>shall not</i> ” be adjustable. If prices shall be adjustable, the methodology is specified in Section III, Evaluation and Qualification Criteria.
ITB 18.1	The Bidder “ <i>is</i> ” required to quote in Ngultrum (BTN) the portion of the Bid Price that corresponds to expenditures incurred in Ngultrum (BTN) in Bhutan.
ITB 21.3	The period of time for which the Goods are expected to be functioning (for the purpose of office equipments and others, etc) till the closing of Financial year.
ITB 22.1 (a)	Manufacturer’s authorization “ <i>is not</i> ” required.
ITB 22.1 (b)	After sales maintenance, supply and related services “ <i>are</i> ” required, and the Bidder therefore “ <i>is</i> ” required to be represented by a suitably equipped and able agent in Bhutan.
ITB 23.1	The Bid validity period shall <b>be 365 days (one year)</b> from the date of opening the bid.
ITB 24.1	The amount and currency of the Bid Security is 2% of the total quoted amount as an <b>EMD.</b>
<b>D. Submission and Opening of Bids</b>	
ITB 25.1 and 26.1	In addition to the original of the Bid, the number of copies is: <b>One(in complete set as in original same)</b>
ITB 26.3 (d)	The name and identification number of the Contract is: <b>Sound System &amp; LED HD TV Screen supplies</b>
ITB 26.3 (e)	The time and date for Bid Opening is <b>[2 PM]</b> Bhutan standard time on <b>25<sup>th</sup> August, 2016.</b>

<b>ITB 26.7</b>	Bidders “ <i>shall not</i> ” have the option of submitting their Bids electronically.
<b>ITB 27.1</b>	<p>For Bid submission purposes, the Purchaser’s address is:  Attention: <i>Mr. Tashi Dorji</i>  Address: <i>Chief Administrative Officer</i>  <i>Election Commission of Bhutan</i>  <i>Kawangjansa, Thimphu: Bhutan.</i></p> <p>The deadline for the submission of Bids is:  Date: <i>25/08/2016</i>  Time: <i>12:30 PM Bhutan Standard Time</i></p>
<b>ITB 30.1</b>	<p>The Bid Opening shall take place at:  Address: <i>Chamber of Secretariat,</i>  <i>Election Commission of Bhutan,</i>  <i>Kawangjansa, Thimphu; Bhutan.</i></p> <p>Date: <i>25<sup>th</sup> /08/2016</i>  Time: <i>2.00PM, Bhutan standard Time.</i></p>
<b>E. Evaluation and Comparison of Bids</b>	
<b>ITB 37.1</b>	<p>Bid prices expressed in different currencies shall be converted into Ngultrum (BTN).</p> <p>The source of exchange rates shall be the Royal Monetary Authority of Bhutan.</p> <p>The date for the exchange rates shall be the date of Bid Opening, as prescribed in ITB Sub-Clause 30.1.</p>
<b>ITB 38.1</b>	A margin of five percent (5%) Domestic Preference <i>[shall or shall not]</i> apply.
<b>ITB 39.3 (a)</b>	<p>Evaluation will be done for:</p> <p><i>Bids will be evaluated lot by lot. If a Price Schedule shows items listed but not priced, their prices shall be assumed to be included in the prices of other items. An item not listed in the Price Schedule shall be assumed to be not included in the Bid and, provided that the Bid is substantially responsive, the average price of the missing item(s) quoted by substantially responsive Bidders shall be added to the Bid price and the equivalent total cost of the Bid so determined will be used for price comparison.]</i></p>
<b>ITB 39.3 (e)</b>	<p>The adjustments shall be determined using the following criteria from amongst those set out in Section III, Evaluation and Qualification Criteria:</p> <p>(a) Deviation in Delivery schedule: <i>A Liquidated Damage Penalty of 0.5% of un-executed value of works shall be per week shall be applicable up to a maximum of 10% of the Contract Price.</i></p>

	<p>(b) Deviation in payment schedule: <i>The Ministry of Finance, Royal Government of Bhutan prevailing instructions shall be applied in case of deviation in payment schedule.</i></p> <p>(c) The cost of major replacement components, mandatory spare parts, and service: <i>All the <b>Goods supplied</b> must be in complete set, functional and ready for immediate use. The works shall be deemed incomplete unless operational to clients' satisfaction.</i></p> <p>(d) The performance and productivity of the equipment offered: <i>Must meet the Purchaser's Technical Specifications and Deelivery Schedule.</i></p>
<b>ITB 39.6</b>	Bidders " <i>shall not</i> " be allowed to quote separate prices for one or more lots. [ <i>refer to Section III, Evaluation and Qualification Criteria for the evaluation methodology</i> ]
<b>F. Award of Contract</b>	
<b>ITB 44.1</b>	<p>The maximum percentage by which quantities may be increased is <u>20%</u></p> <p>The maximum percentage by which quantities may be decreased is 20 %</p>

### Price Schedule

*[The Bidder shall fill in these Price Schedule Forms in accordance with the instructions indicated. The list of line items in Column 1 of the Price Schedules shall coincide with the List of Goods and Related Services specified by the Purchaser in the Schedule of Supply.]*

**(To be filled in by the Bidders)**

Sl.No.	Name of Items	Qty	Specifications	Unit Price in Nu.
1	Amplifier with mixer	1 No	Powered mixer, min.8 Mic inputs, 220-240 Watts power supply, Foot switch, Standby(all mute) controls	
2	Speaker & Woofer	8 Nos	Compatible with quoted amplifier and audience size of more than 200 people	
3	Microphone	2 Nos	10 meters wired microphone with stand	
4	Microphone	4 Nos	Wireless microphone with table top stand	
5	Microphone	4 Nos	Presenter clip microphone	
6	LED HD TV Screen	2 Nos	Screen size(measured diagonally)-55", Interface-HDMI,USB,Ethernet, Display-3D LED Backlight Simul View TM, Resoulution -4K UltraHD & Wall mounting Kit	
7	LED HD TV Screen	2 Nos	Screen size(measured diagonally)-85", Interface-HDMI,USB,Ethernet, Display-3D LED Backlight Simul View TM, Resoulution -4K UltraHD & Wall mounting Kit	

## Special Conditions of Contract

The following Special Conditions of Contract (SCC) shall supplement and/or amend the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC. *[The Purchaser shall select and insert the appropriate wording using the sample below or other acceptable wording and delete the text in italics.]*

<b>1.1 (k)</b>	The Project Site(s)/Final Destination(s) is/are; <i>AFD, Election Commission of Bhutan, Kawangjangsa, Thimphu.</i>
<b>1.1 (l)</b>	The Purchaser is: <i>Election Commission of Bhutan</i>  <i>Kawangjangsa, Thimphu</i>
<b>GCC 4.2 (a)</b>	The meaning of the trade terms shall be as prescribed by Incoterms. If the meaning of any trade term and the rights and obligations of the parties thereunder shall not be as prescribed by Incoterms, they shall be as prescribed by: <i>Latest edition of Royal Government of Bhutan</i>
<b>GCC 4.2 (b)</b>	The version of Incoterms shall be: <i>As prescribed in the RGoB manual</i>
<b>GCC 5.1</b>	The language shall be: <i>English</i>
<b>GCC 8.1</b>	For <b><u>notices</u></b> , the addresses shall be:  For the Purchaser: Attention: <i>Chief Administrative Officer</i> Address: <i>Election Commission of Bhutan</i> <i>Kawangjangsa, Thimphu</i> Telephone: <i>02-340227</i> E-mail address: <b>dargyallingtt@gmail.com</b>
<b>GCC 9</b>	The governing law shall be <u>the law of the Kingdom of Bhutan.</u>
<b>GCC 10.2</b>	The rules of procedure for arbitration proceedings pursuant to GCC Sub-Clause 10.2 shall be as follows:  <i>[The Bidding Documents should contain one clause to be retained in the event of a Contract with a foreign Supplier and one clause to be retained in the event of a Contract with a Bhutanese Supplier. At the time of finalizing the Contract, the respective applicable clause should be retained in the Contract. The following explanatory note should therefore be inserted as a</i>



	<p><i>header to GCC Sub-Clause 10.2 in the Bidding Documents.</i></p> <p><i>“Clause 10.2 (a) shall be retained in the case of a Contract with a foreign Supplier and Clause 10.2 (b) shall be retained in the case of a Contract with a Bhutanese Supplier.”]</i></p> <p><b>(a) Contract with a foreign Supplier:</b></p> <p><i>[For Contracts entered into with foreign suppliers, international commercial arbitration may have practical advantages over other dispute settlement methods. Among the rules to govern the arbitration proceedings, the Purchaser may wish to consider the United Nations Commission on International Trade Law (UNCITRAL) Arbitration Rules of 1976, the Rules of Conciliation and Arbitration of the International Chamber of Commerce (ICC), the Rules of the London Court of International Arbitration or the Rules of the Arbitration Institute of the Stockholm Chamber of Commerce.]</i></p> <p><b><i>If the Purchaser chooses the UNCITRAL Arbitration Rules, the following sample clause should be inserted:</i></b></p> <p>GCC 10.2 (a)—Any dispute, controversy or claim arising out of or relating to this Contract, or breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the UNCITRAL Arbitration Rules as at present in force.</p> <p><b><i>If the Purchaser chooses the Rules of ICC, the following sample clause should be inserted:</i></b></p> <p>GCC 10.2 (a)—All disputes arising in connection with the present Contract shall be finally settled under the Rules of Conciliation and Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules.</p> <p><b><i>If the Purchaser chooses the Rules of the Arbitration Institute of the Stockholm Chamber of Commerce, the following sample clause should be inserted:</i></b></p> <p>GCC 10.2 (a)—Any dispute, controversy or claim arising out of or in connection with this Contract, or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the Rules of the Arbitration Institute of the Stockholm Chamber of Commerce.</p>
	<p>GCC 10.2 (a)—Any dispute arising out of or in connection with this Contract, including any question regarding its existence, validity or termination shall be referred to and finally resolved by arbitration under the Rules of the London Court of International Arbitration, which rules are deemed to be incorporated by reference to this clause.</p> <p><b>(b) Contract with a Bhutanese Supplier:</b></p>

	In the case of a dispute between the Purchaser and a Bhutanese Supplier, the dispute shall be referred to adjudication or arbitration in accordance with the laws of Bhutan.
<b>GCC 13.1</b>	<p>Details of Shipping and other Documents to be furnished by the Supplier are <i>[insert the required documents, such as a negotiable bill of lading, a non-negotiable sea way bill, an airway bill, a railway consignment note, a road consignment note, insurance certificate, Manufacturer's or Supplier's warranty certificate, inspection certificate issued by nominated inspection agency, Supplier's factory shipping details etc]</i>.</p> <p>The above documents shall be received by the Purchaser before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses.</p>
<b>GCC 16.2</b>	<p>The prices charged for the Goods supplied and the related Services performed <i>[insert "shall" or "shall not," as appropriate]</i> be adjustable.</p> <p>If prices are adjustable, the following method shall be used to calculate the price adjustment <i>[see attachment to these SCC for a sample Price Adjustment Formula]</i></p>
<b>GCC 17.1</b>	<p><b>Sample provision</b></p> <p>GCC 17.1—The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:</p> <p><b>Payment for Goods supplied from abroad:</b></p> <p>Payment of the foreign currency portion shall be made in (_____)</p> <p>(i) <b>Advance Payment:</b> Ten percent (10%) of the Contract Price shall be paid within thirty (30) days of signing of the Contract, and upon submission of a claim and an advance payment guarantee for the equivalent amount valid until the Goods are delivered and in the form provided in the Bidding Documents.</p> <p>(ii) <b>On Shipment:</b> Eighty percent (80%) of the Contract Price of the Goods shipped shall be paid through irrevocable confirmed letter of credit opened in favor of the Supplier in a bank in its country, upon submission of the documents specified in GCC Clause 13.</p> <p>(iii) <b>On Acceptance:</b> Ten percent (10%) of the Contract Price of the Goods received shall be paid within thirty (30) days of receipt of the Goods upon submission of claim supported by the acceptance certificate issued by the Purchaser.</p> <p>Payment of the local currency portion shall be made in Bhutanese Ngultrum (BTN) within thirty (30) days of presentation of a claim</p>

	<p>supported by a certificate from the Purchaser declaring that the Goods have been delivered and that all other contracted Services have been performed.</p> <p><b>Payment for Goods and Services supplied from within Bhutan:</b></p> <p>Payment for Goods and Services supplied from within Bhutan shall be made in _____ [currency], as follows:</p> <p>(i) <b>Advance Payment:</b> Ten percent (10%) of the Contract Price shall be paid within thirty (30) days of signing of the Contract against a simple receipt and an advance payment guarantee for the equivalent amount and in the form provided in the Bidding Documents.</p> <p>(ii) <b>On Delivery:</b> Eighty percent (80%) of the Contract Price shall be paid on receipt of the Goods and upon submission of the documents specified in GCC Clause 13.</p> <p>(iii) <b>On Acceptance:</b> The remaining ten percent (10%) of the Contract Price shall be paid to the Supplier within thirty (30) days after the date of the acceptance certificate for the respective delivery issued by the Purchaser.</p>
<b>GCC 17.5</b>	<p>The payment delay period after which the Purchaser shall pay interest to the supplier shall be [insert number] days.</p> <p>The interest rate that shall be applied is [insert number] %</p>
<b>GCC 19.1</b>	<p>The amount of the Performance Security shall be: <i>10% of the evaluated and adjusted quoted amount.</i></p> <p><i>[The amount of the Performance Security is usually expressed as a percentage of the Contract Price. The percentage varies according to the Purchaser's perceived risk and impact of non-performance by the Supplier. A figure of ten percent (10%) is used under normal circumstances]</i></p>
<b>GCC 19.3</b>	<p>The types of acceptable Performance Securities are:</p> <p>(i) <u>Unconditional bank guarantee issued by financial institution located in Bhutan and acceptable to the Purchaser, in the form provided for in the Contract or in any other form acceptable to the Purchaser, or</u></p> <p>(ii) Cash warrant, or</p> <p>(iii) Demand draft.</p>
<b>GCC 19.4</b>	<p>Discharge of Performance Security shall take place: <i>30 (thirty) days upon successful completion of the delivery services including repair/replacement of all the defective works, if any, to the purchaser's satisfaction.</i></p>

<b>GCC 24.2</b>	The packing, marking and documentation within and outside the packages shall be: <i>[insert in detail the type of packing required, the markings on the packing, and all documentation required]</i>
<b>GCC 25.1</b>	The insurance coverage shall be <u>as specified in the Incoterms.</u> If not in accordance with Incoterms, insurance shall be as follows:  <i>[insert specific insurance provisions agreed upon, including coverage, currency and amount]</i>
<b>GCC 26.1</b>	Responsibility for transportation of the Goods shall be <u>as specified in the Incoterms.</u>  If not in accordance with Incoterms, responsibility for transportation shall be as follows: <i>[insert “The Supplier is required under the Contract to transport the Goods to a specified place of final destination within Bhutan, defined as the Project Site. Transport to such place of destination in Bhutan, including insurance and storage as shall be specified in the Contract, shall be arranged by the Supplier, and related costs shall be included in the Contract Price”; or any other agreed upon trade terms (specify the respective responsibilities of the Purchaser and the Supplier)]</i>
<b>GCC 27.1</b>	The inspections and tests shall be: <b><i>Done for each items set by officials from the ECB.</i></b>
<b>GCC 27.2</b>	Inspections and tests shall be conducted at: <b><i>the final place of the destination</i></b>
<b>GCC 28.1</b>	The liquidated damages shall be: <b>0.5% per week.</b>
<b>GCC 28.1</b>	The maximum amount of liquidated damages shall be: <b><i>10% of the Contract Value.</i></b>
<b>GCC 29.3</b>	The period of validity of the Warranty shall be: <b>365 days.</b>  For the purposes of the Warranty the place(s) of final destination(s) shall be <b><u>Department/Division/Section and Units under Election Commission of Bhutan.</u></b>
<b>GCC 29.5 and 29.6</b>	The period for replacement shall be: <b><i>as per procurement norms</i></b>

STANDARD BIDDING DOCUMENTS

## INTEGRITY PACT STATEMENT

### 1 General

Whereas, *Mr. Tashi Dorji*, representing the **Election Commission of Bhutan**, Royal Government of Bhutan, hereinafter referred to as the **Employer** on one part and the [ ] representing

[ ] on 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 the 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;
- 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. In 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 Employer or otherwise in procuring the Contract 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 the Government.
- 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**

Any breach of the aforesaid provisions or providing false information by employers, including manipulation of information by evaluators, 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 Bhutan Penal Code 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 assigning any reason or giving any compensation to the Bidder. However, the proceedings with the other Bidder(s) would continue.
- 5.2 To immediately cancel the contract, if already awarded/signed, without giving any compensation to the Bidder.

- 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.
- 5.6 To debar the Bidder from entering into any bid from the government of Bhutan as per the Debarment 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 association or had any confrontation. Thus, conflict of interest of any tender committee member must be declared in the prescribed form (attached).
- 6.2 The Bidder shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any committee member, and if he does so, the Employer shall be entitled forthwith to rescind the Contract and all other contracts with the Bidder.

## **7. Examination of Books of Accounts**

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

## **8. Monitoring and Arbitration**

- 8.1 The respective procuring agency shall be responsible for monitoring and arbitration of IP as per the Procurement Rule.

## **9 Legal Actions**

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

## **10 Validity**

- 10.1 The validity of this Integrity Pact shall cover the tender process and extend until the completion of the contract to the satisfaction of both the Employer and the Bidder.
- 10.2 Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

**We hereby declare that we have read and understood the clauses of this agreement and the information provided in this agreement are true and correct to the best of our knowledge and belief. In case any information is found incorrect, we assume full**



**responsibility thereof and shall be liable for penalties as per clause 5 of this agreement.**

The parties hereby sign this IntegrityPact at the office of AFD, Election Commission of Bhutan on \_\_\_\_/\_\_\_\_/2016.

***For EMPLOYER***

***ForBIDDER***

(Affix Legal Stamp)

(Affix Legal Stamp)

***Witness:***

***Witness:***

1. \_\_\_\_\_

1. \_\_\_\_\_