# Section VIII. Form of Bid

## Contractor’s Bid

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| ***Notes on Form of Contractor’s Bid***  *The Bidder shall fill in and submit this Bid form with the Bid (Compulsory –if not signed, bid will be rejected on opening)* |

Please fill up the IP form at the end. Incompletely filled forms will be rejected.

Name of Work**: “Construction of Chainlink Wiremesh Fencing at Daksa under Monggar Dzongkhag”.**

To: ***Regional Director***

***Eastern Region***

***Samdrup Jongkhar***

Having examined all the Bidding Documents (with reference ITB 8), including addenda *[insert list]*, we offer to execute and complete such works in accordance with the Conditions of Contract accompanying this Bid for the Contract Price of *Nu…………………………….[Ngultrum………………………………………………………………………………………………………….]*.

This Bid and your written acceptance of it shall constitute a binding Contract between us. We understand that you are not bound to accept the lowest or any Bid you receive.

We hereby confirm that this Bid complies with the Bid validity and Bid Security required by the Bidding Documents and specified in the Bidding Data Sheet.

We, including any subcontractors or suppliers for any part of the Contract, have nationalities from eligible countries in accordance with ITB Sub-Clause 3.1;

We have no conflict of interest in accordance with ITB Sub-Clause 3.2;

Our firm, its affiliates or subsidiaries—including any subcontractors or suppliers for any part of the Contract—has not been declared ineligible under the laws or official regulations of Bhutan, in accordance with ITB Sub-Clause 3.3.

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Name and address of agent |  | Amount and Currency |  | Purpose of Commission or gratuity |
|  |  |  |  |  |
|  |  |  |  |  |
| (if none, state “none”).” | | | | |

In case if I withdraw my bid after opening for whatsoever reasons,  *I agree to the* forfeiture of the EMD/Bid Security and also I shall be bound to pay the cost difference (positive) between my bid with that of the next lowest evaluated bidder and failure on my part to do so within a month, will authorize the client to debar my firm for a period of 2 years.

Our duly executed Integrity Pact Statement is attached herewith as Appendix A. Incompletely filled up Integrity pact statements will be rejected.

Authorized Signature:

(Affix Legal Stamp)

Name and Title of Signatory:

Name of Bidder:

Address:

Contact no (mandatory):

**INTEGRITYPACT**

*The Bidder shall fill in and submit this form with the Bid (Compulsory-if not filled, the bid will be rejected on opening)*

**1 General:**

Whereas *the Chief Executive Officer, representing Bhutan Telecom Limited*, hereinafter referred to as the **“Employer”** on one part, and *(Name of bidder or his/her authorized representative, with power of attorney)* Mr……………………………………………….representing ( *Name of Firm*) M/s ………………………………………, hereinafter referred to as the **“Bidder”** on the other part hereby execute this agreement as follows:

This agreement shall be a part of the standard bidding document, which shall be signed by both the parties at the time of purchase of bidding documents and submitted along with the tender document. This IP is applicable to **all** scale of works, goods and services, the threshold of which will be announced by the government from time to time. The signing of the IP shall not apply to framework contracting such as annual office supplies etc.

**2 Objectives:**

Whereas, the Employer and the Bidder agree to enter into this agreement, hereinafter referred to as IP, to avoid all forms of corruption or deceptive practice by following a system that is fair, transparent and free from any influence/unprejudiced dealings in the **bidding process**[[1]](#footnote-1) and **contract administration**[[2]](#footnote-2), 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 or goods or 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.

**3. Scope:**

The validity of this IP shall cover the bidding process and contract administration period.

**4. Commitments of the Employer:**

The Employer Commits itself to the following:-

4.1 The Employer hereby undertakes that no officials 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 and contract administration.

4.2 The Employer further confirms that its officials shall not favor any prospective bidder in any form that could afford an undue advantage to that particular bidder in the bidding process and contract administration and will treat all Bidders alike.

4.3 Officials of the Employer, who may have observed or noticed or have reasonable suspicion shall report to the head of the employing agency or an appropriate government office any violation or attempted violation of clauses 4.1 and 4.2.

4.4 Following report on violation of clauses 4.1 and 4.2 by official (s), through any source, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings shall be initiated by the Employer and such a person shall be debarred from further dealings related to the bidding process and contract administration.

**5. Commitments of Bidders**

The Bidder commits himself/herself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of the bidding process and contract administration in order to secure the contract or in furtherance to secure it and in particular commits himself/herself to the following :-

5.1 The Bidder shall 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 and contract administration, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding process and contract administration.

5.2 The Bidder shall not collude with other parties interested in the contract to manipulate in whatsoever form or manner, the bidding process and contract administration.

5.3 If the bidder(s) have observed or noticed or have reasonable suspicion that the provisions of the IP have been violated by the procuring agency or other bidders, the bidder shall report such violations to the head of the procuring agency.

**6. Sanctions for Violation:**

The breach of any of the aforesaid provisions shall result in administrative charges or penal actions as per the relevant rules and laws.

6.1 The breach of the IP or commission of any offence (forgery, providing false information, mis-representation, providing false/fake documents, bid rigging, bid steering or coercion) by the Bidder, or any one employed by him, or acting on his/her behalf (whetherwith or without the knowledge of the Bidder), shall be dealt with as per the terms and conditions of the contract and other provisions of the relevant laws, including De-barment Rules.

6.2 The breach of the IP or commission of any offence by the officials of the procuring agency shall be dealt with as per the rules and laws of the land in vogue.

**7. Monitoring and Administration:**

7.1 The respective procuring agency shall be responsible for administration and monitoring of the IP as per the relevant laws.

7.2 The bidder shall have the right to appeal as per the arbitration mechanism contained in the relevant rules.

We, hereby declare that we have read and understood the clauses of this agreement and shall abide by it.

The parties hereby sign this Integrity Pact at*(place)* \_\_\_\_\_\_\_\_\_\_\_\_ on*(date) \_\_\_\_\_\_\_\_\_\_*

Affix Legal Stamp

Affix Legal Stamp

EMPLOYER BIDDER/REPRESENTATIVE

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| CID : |  |  |  |  |  |  |  |  |  |  |  |

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Witness: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Witness: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: Name:

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| CID : |  |  |  |  |  |  |  |  |  |  |  |

1. Bidding process, for the purpose of this IP, shall mean the procedures covering tendering process starting from bid preparation, bid submission, bid processing, and bid evaluation. [↑](#footnote-ref-1)
2. Contract administration, for the purpose of this IP, shall mean contract award, contract implementation, un-authorized sub-contracting and contract handing/taking over. [↑](#footnote-ref-2)