

**BHUTAN POWER CORPORATION LIMITED**  
*(An ISO 9001:2015, ISO 14001:2015 & OHSAS 18001:2007 Certified Company)*  
**Registered Office, Thimphu**

**HUMAN RESOURCES AND ADMINISTRATION DEPARTMENT**

**THIMPHU: BHUTAN**



**Tender No: BPC/HRAD/ADM-15/2020**

**TENDER DOCUMENT FOR HIRING OF VEHICLE**

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**SECTION I – NOTICE INVITING QUOTATION**

## NOTICE INVITING QUOTATION

BPC/HRAD/ADM-15/2020/

The Human Resource and Administration Department (HRAD), Bhutan Power Corporation Limited (BPC), Thimphu invites sealed quotation from Bhutanese vehicle Hiring Agencies for hiring of the following vehicles for a period of one year.

Sl.No	Type of vehicle	Period of hiring	Vehicle model
1	Toyota Prado	For one year but as and when needed	2010 or later than 2010
2	Toyota/Nissan Nivara Hilux	For one year but as and when needed	2010 or later than 2010
3	Toyota Hiace Bus (12 seater)	For one year but as and when needed	2010 or later than 2010
4	Hyundai Santa fee	For one year but as and when needed	2010 or later than 2010
5	Hyundai Tucson	For one year but as and when needed	2011 or later than 2011
6	Coaster Bus (19 Seater)	For one year but as and when needed	2009 or later than 2009
7	Nissan Terrano	For one year but as and when needed	2010 or later than 2010
8	Creta	For one year but as and when needed	2010 or later than 2010
9	Maruti Suzuki S-Cross	For one year but as and when needed	2015 or later than 2015

1.0 Bidding documents will have to be submitted on or before **March 17, 2020** at **13:00 Hours** and it shall be opened on the same day at **15:30 Hours** in the BPC Conference Hall.

2.0 BPC reserves the right to accept or reject any bid partly or fully or cancel the bidding process without assigning any reasons thereof and in such case no Bidder/intending Bidder shall have any claim arising out of such action of BPC.

**SECTION II-INSTRUCTION TO BIDDERS**

## SECTION II – INSTRUCTION TO BIDDERS

### ITB.1 Scope

ITB. 1.1 Human Resource & Administration Department, Bhutan Power Corporation Limited, Thimphu invites sealed quotation from Bhutanese vehicle Hiring Agencies for the hiring of following vehicles for a period of one year:

Sl.No	Type of vehicle	Period of hiring	Vehicle model
1	Toyota Prado	For one year but as and when needed	2010 or later than 2010
2	Toyota/Nissan Nivara Hilux	For one year but as and when needed	2010 or later than 2010
3	Toyota Hiace Bus (12 Seater)	For one year but as and when needed	2010 or later than 2010
4	Hyundai Santa fee	For one year but as and when needed	2010 or later than 2010
5	Hyundai Tucson	For one year but as and when needed	2011 or later than 2011
6	Coaster Bus (19 Seater)	For one year but as and when needed	2009 or later than 2009
7	Nissan Terrano	For one year but as and when needed	2010 or later than 2010
8	Creta	For one year but as and when needed	2010 or later than 2010
9	Maruti Suzuki S-Cross	For one year but as and when needed	2015 or later than 2015

ITB. 1.2 Bidders can quote for all the vehicles or only for selected vehicles listed above.

ITB. 1.3 The detailed scope and the responsibilities of the Bidder are detailed at Section – III, Terms and Conditions of the Bidding Document.

### ITB. 2 Bidding Documents

ITB. 2.1 The copy of Work, bidding procedures, terms and conditions are prescribed in the Bidding Documents. The set of Bidding Documents issued for the purpose of bidding includes the sections stated below together with any addendum/amendment to be issued.

Section I	Notice Inviting Quotation
Section II	Instruction to Bidders
Section III	Terms and Conditions
Section IV	Annexure
	Annexure –I Integrity Pact Statement
	Annexure – II Price Schedule
	Annexure – III Contract Agreement

ITB. 2.2 BPC is not responsible for the completeness of the Bidding Documents and their addenda, if any, if these were not obtained directly from BPC. Bidders can download the bidding document from BPC website.

ITB. 2.3 No request for sending the Bidding Documents by post or by Courier Department shall be entertained.

ITB. 2.4 The Bidder is expected to examine all instructions, terms and conditions, and other information in the Bidding Documents and shall be deemed to have carefully examined the Bidding Documents and also to have satisfied himself as to the nature, character and scope. Failure to furnish all information and documents required as per the Bidding Documents or submission of a Bid not substantially responsive to the Bidding Documents in every respect will be at the Bidder's risk and may result in rejection of his Bid.

### **ITB. 3 Clarifications on Bidding Documents**

ITB. 3.1 The Bidder shall examine the Bidding Documents thoroughly in all respects and if any conflict, discrepancy, error or omission is observed, Bidder may request clarification which shall be replied promptly as it may think fit in writing and also be sent to all prospective Bidders.

ITB. 3.2 For the information of the Bidders, the clarification shall also be uploaded on the BPC website. The Bidders are advised to visit the website of the company from time to time in their own interest.

### **ITB. 4 Amendment of Bidding Documents**

ITB. 4.1 At any time after the NIQ issue date, but not later than three (3) days prior to the deadline for submission on the Bids, BPC may amend the Bidding Documents by issuing an addendum/amendment. This may be done either on BPC's own initiative or in response to clarification requests from any prospective Bidder who has downloaded the bid document.

### **ITB. 5 Cost of Bidding**

ITB. 5.1 The Bidder shall bear all costs, direct or indirect associated with the preparation and submission of his Bid and BPC in no case shall be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process

### **ITB. 6 Language of the Bid**

ITB. 6.1 The bid, and all correspondence and documents related to the Bid shall be in English.



## **ITB. 7 Documents Constituting the Bid**

ITB. 7.1 The Bid to be prepared and submitted by the Bidder shall consist of the following documents;

- a) Bid Security as per ITB. 11.
- b) Valid Trade License for Hiring Agency.
- c) Signed bid form
- d) Signed integrity pact statement as per format at Annexure-II at Section –IV
- e) Copies of the Citizenship Identity Card of the owner/proprietor of the Agency.

**Bid submitted without (a) (b) & (C) above shall be considered as substantially non-responsive and shall be out rightly rejected.**

## **ITB. 8 Bid prices**

ITB 8.1 The hire charges of the vehicles shall be paid as and when used based on the following:

- a) The Bidders shall quote the rate in **Nu. Per Km** for mileage for the actual running of the vehicle if the vehicle travels **100 KM or more than 100 KM in a day.**
- b) The Bidder shall also quote the applicable **lump sum rate** if the vehicle travels **less than 100 KM in a day.**

ITB 8.2 The Bid prices shall be inclusive of all taxes. 2 % TDS shall be deducted from the Gross Bill of the Hiring Agency.

## **ITB. 9 Currencies of Bid**

ITB. 9.1. The unit rates and prices shall be quoted by the Bidders in Ngultrum only.

## **ITB. 10 Period of validity of Bids**

ITB. 10.1. Bids shall remain valid for period of 90 days from the bid closing date or extension, if any.

## **ITB. 11 Bid Security**

ITB. 11.1 The Bidder shall furnish, as part of its Bid, a Bid Security in original form for an amount equivalent to **Nu. 5,000.00 (Ngultrum Five Thousand) only** in the form of Demand Draft/Banker's Cheque/Cash Warrant issued by any Banks in Bhutan in favor of Director, Finance and Accounts Services, Bhutan Power Corporation Limited, Thimphu.

ITB. 11.2 The Bid Security shall be valid for a period of sixty (60) days (till **May 14, 2020**) from the bid closing date or extension, if any.

ITB. 11.3 Any Bid not accompanied by adequate Bid Security shall be rejected by BPC as non-responsive.

ITB. 11.4 The Bid Security shall be returned to successful and unsuccessful Bidders as promptly as possible upon signing of Contract and receipt of Performance Security Deposit from successful Bidder.

ITB. 11.5 The Bid Security shall be forfeited:

- a) If a Bidder withdraw its Bid as a whole or in part during the period of Bid validity.
- b) If the successful Bidder fails to sign the Contract.

## **ITB. 12 Submission of Bids**

ITB. 12.1 Bids shall be delivered by hand, courier or registered post so as to reach BPC at the address specified below

**General Manager  
Human Resources & Administration Department  
Bhutan Power Corporation Limited  
Thimphu  
Phone No. +975-02- 339852**

Bids submitted by telex/telegram/fax/e-mail shall not be considered under any circumstances. BPC shall not be responsible for any delay in receipt of the Bids which were sent by post or courier.

ITB. 12.2 Bids are to be submitted in a single closed cover envelope with superscription of the NIQ reference number and shall be sealed with adhesive or other sealant to prevent reopening and be signed across their seals by the person authorized to sign the Bid on behalf of the Bidder.

ITB. 12.3 If the envelopes is not sealed and marked as above, BPC shall assume no responsibility for the misplacement or premature opening of the Bid.

## **ITB. 13 Deadline for Submission of Bids**

ITB. 13.1 Bids must be received by BPC on or before March 17, 2020 at 13:00 hours.

ITB. 13.2 BPC may, at its discretion, extend the deadline for the submission/opening of Bids by issuing an addendum and hosting the same on the website, in which case all rights and obligations of BPC and the Bidders previously subject to the original deadline shall thereafter be subject to the deadline as extended.

ITB. 13.3 In the event, the deadline for submission of Bid is extended by BPC, the Bidders who have already submitted their Bids within the original deadline of submission shall have the option to submit their revised Bid in substitution either in full or in part of earlier Bid. In the absence of a revised Bid, the original Bid shall be considered for opening and subsequent evaluation if otherwise in order. Wherever, the Bidder has submitted the revised Bid in modification of earlier Bid, the earlier Bid shall be returned to the Bidder.

#### **ITB. 14 Late Bids**

ITB. 14.1 Any Bid received by BPC after the Bid submission deadline will be declared late, rejected and will be returned unopened to the Bidder.

#### **ITB. 15 Withdrawal, Substitution or Modification of Bids**

ITB. 15.1 A Bidder may withdraw, substitute or modify its Bid after it has been submitted by sending a written withdrawal/substitution/modification notice prior to the deadline for submission of the Bids, duly signed by an authorized representative. The Bid requested to be withdrawn shall be returned unopened to the Bidder.

ITB. 15.2 No bid may be withdrawn, submitted, substituted or modified in the interval between the deadline for submission of Bids and the expiry of the period of Bid validity.

ITB. 15.3 Withdrawal, substitution or modification of Bid between the deadline for submission of Bids and expiration of the period of Bid validity (or any extension thereto) shall result in the forfeiture of the Bid Security.

#### **ITB. 16 Bid Opening**

BPC shall conduct the Bid Opening on March 17, 2020 at 15:30 hours at BPC Conference Hall.

ITB. 16.1 Bidders or their authorized representatives who have submitted the Bids shall be allowed to attend the Bid Opening. Bidders who chose to attend shall sign the attendance sheet provided in the record of Bid opening with their name designation, firm name and phone number or any other particulars as may be required. Bidders who chose to attend the opening shall not be allowed to speak on matters related to the Bid until and unless required by the committee members or by seeking permission from the Chairperson by raising hand. Bidders who have any complaint with regard to the Bid Opening shall write in the complaint sheet and duly sign the sheet.

ITB. 16.2 The written withdrawal notice duly signed by an authorized representative of the Bidder for withdrawal of Bids, if any, shall be opened first and read out and such Bids shall be returned to the Bidder unopened.

ITB. 16.3 Cover envelopes of all other Bids shall be opened one at a time. Bids not accompanied by requisite Bid Security, and Integrity Pact Statement will be rejected and returned to the Bidder.

ITB. 16.4 The following information shall be publicly announced during the Bid Opening for the Bidders to note:

- a) The name of the Bidder,
- b) The presence or absence of Bid security and its amount,
- c) The total price offered,

- d) Discounts offered, if any,
- e) Such other details as BPC may consider appropriate.

ITB. 16.5 BPC shall prepare a record of the Bid Opening, which shall include the information disclosed to those present. The record of the Bid Opening shall include, as a minimum:

- a) The NIQ title and reference number,
- b) The Bid submission deadline date and time,
- c) The date, time and place of Bid opening,
- d) Bid prices, offered by the Bidders, including any discounts and alternative offers,
- e) The presence or absence of Bid security and, if present, its amount,
- f) The name of each Bidder,
- g) The names and signature of attendees at the Bid Opening, and name of the Bidders they represent (if any),
- h) Details of any complaints or other comments made by attendees/representatives attending the Bid opening, including the names and signatures of the attendees/representatives making the complaint(s) and/or comment(s), and,
- i) The names, designations and signatures of the members of the Bid Opening Committee.

ITB. 16.6 The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's representatives' signature on the record shall not invalidate the contents and effect of the record.

### **ITB. 17 Confidentiality**

ITB. 17.1 Except as may be required by law, information relating to the examination, clarification, evaluation, comparison and qualification of Bids, and recommendation of Contract Award, or any other matter concerning the Bid shall not be disclosed to Bidders or any other persons not officially concerned with such process after the public opening of the Bids until issuance of the Letter of Acceptance.

ITB 17.2 Subject to above, no Bidder shall contact BPC on any matter related to its Bid from the time of the opening of the Bid to the time the Contract is awarded. Any attempt by the Bidder to influence BPC in the examination, evaluation, comparison and qualification of the Bid or Contract award decisions may result in the rejection of its Bid.

ITB 17.3 All documents, correspondence, decision and other matters, concerning the Contract shall be considered of confidential and restricted nature by the Bidder and he shall not divulge or allow access thereto by any unauthorized persons.

### **ITB. 18 Clarification of Bids**

ITB. 18.1 To assist in the examination, evaluation, comparison and qualification of the Bids, BPC may, at its discretion, ask any Bidder for a clarification on its Bid

including justification. Any clarification submitted by a Bidder that is not in response to request by BPC shall not be considered.

ITB. 18.2 No change in the prices or substance of the Bid shall be sought, offered or permitted, except to confirm the correction of arithmetic errors discovered by BPC in the evaluation of the Bids.

ITB. 18.3 If a Bidder does not provide clarifications of its Bid by the date and time set in BPC's request for clarification, its Bid may be rejected.

### **ITB. 19 Evaluation**

ITB. 19.1 BPC shall examine the Bid to confirm that the bid is substantially responsive and all terms and conditions specified in the Bidding Documents have been accepted by the Bidder without any material deviation, reservation, conditionality or omission. BPC's determination of a Bid's responsiveness shall be based on the contents of the Bid itself without recourse to extrinsic evidence.

ITB.19.2 If a Bid is not substantially responsive to the requirements of the Bidding Documents including the provisions in ITB 7, it shall be rejected by BPC and the same shall not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, conditionality or omission.

ITB. 19.3 BPC may request the Bidder to submit the necessary information or documentation, within a reasonable period of time to rectify non-material deviations or omissions in the Bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of the Bid.

ITB. 19.4 The bidder has to duly sign the bid form & the integrity form.

### **ITB. 20 Comparison of Bids**

ITB. 20.1 The Bidder with lowest evaluated rate in Nu. Per Km (If distance travelled is 100 Km or more than 100 Km in a day) and Lump-sum rate (If distance travelled is less than 100 Km in a day) for each vehicle and which has been determined, to be substantially responsive shall be considered for the award.

BPC can hire different vehicles from different bidders as per the quoted rates. BPC may also choose to award the work to one bidder who has quoted the least for most of the vehicles. In such case the selected bidder would be requested to work at the same rate as the least quoted bidder else BPC can negotiate and award the work to the same bidder at a rate acceptable to BPC and the bidder.

### **ITB. 21 BPC's Right**

ITB. 21.1 BPC reserves the right to accept or reject any Bid, and to annual the bidding process and reject all Bids at any time prior to Contract award, without thereby

incurring any liability to Bidders or any obligation to inform the affected Bidders of the grounds for such action of the BPC.

**ITB. 22 Letter of Acceptance**

ITB. 22.1 Prior to expiry of the period of Bid validity, BPC will notify the successful Bidder, by a Letter of Acceptance (LoA) in writing that its Bid has been accepted indicating the rates for the hire.

ITB. 22.2 Until a formal Contract is prepared and executed, the Letter of Acceptance shall constitute a binding Contract between the successful Bidders of BPC.

**ITB. 23 Signing of Contract Agreement**

ITB. 23.1 Within 1 (one) week of the issue of LoA, the successful Bidder or Bidders shall report to BPC for signing of the Contract Agreement as per the Terms and Conditions at Section-III.

**SECTION III – TERMS AND CONDITIONS**

## **SECTION III – TERMS AND CONDITIONS**

### **1. Maintenance of the vehicle**

The hiring agency is to ensure that the vehicle is kept in good working condition all the time, 2 (two) days in a month will be allowed for service/maintenance of vehicle for which hire charges are included in the monthly charge.

The vehicles are to be kept under the care of drivers and these should be parked either in the garage or in the premises of the BPC offices, after duty hours.

### **2. Drivers**

The drivers shall have valid driving license. They should be well behaved, fit for duty and must abstain from consuming alcohol, especially during the duty hours. The drivers have to be willing to perform duties even on public holidays including Sundays, depending on the urgency of work. For this, no extra payment will be given by BPC.

Payment of salary and other perks for the drivers will be the responsibility of the vehicle Hiring Agency. BPC will not provide any accommodation whether temporary or permanent, or pay house rent to the drivers.

Any fine/penalty, if imposed due to default on the part of the driver will have to be paid by the hiring agency of the vehicle.

### **3. POL and Repair & Maintenance**

All expenses on POL's including maintenance and repair are to be borne by the hiring agency of the vehicle. Cost of tyres / tubes, new fittings, spare parts, etc, are to be borne by the Hiring Agency.

### **4. Taxes and Fees**

The Insurance premium, annual income tax, rental, road tax etc, are to be borne by the Hiring Agency. The vehicle should have insurance coverage and BPC will not be responsible for any damage or loss due to accidents.

Any fine/penalty, if imposed for default in such payment shall be paid by the Hiring Agency of the vehicle.

### **5. Breakdown**

In the events of sudden breakdown, the Bidder should arrange for an alternative vehicle within 24 hours failing which a recovery of Nu. 1000/- per day will be effected from the current bill. If the vehicle is not made available within 14 days, the contract of hiring of the vehicle will stand cancelled.

### **6. Limitation of liability**

BPC shall not be liable for any payment for loss or damage due to accident/incidents of the vehicle under any circumstances.



Any fine/penalty, compensation if imposed for accidents/incidents will have to be borne by the Hiring Agency of the vehicle.

#### **7. Location**

The Hiring Agency should make the vehicle available at the BPC Head Quarters, Thimphu.

#### **8. Payment**

The following payment shall be released on actual basis;

- a) Actual amount worked out based on the actual Km travelled and night halts applying the agreed rates.
- b) 2% TDS shall be deducted from the Gross Bill.

Payment of Hire charges will be released through Account Payee Cheques as and when the bill is raised. The vehicle should have a log book. It is the duty of the driver to keep daily records of the movement and mileage coverage of their vehicle and get it properly signed by the BPC officer (s) using the vehicle.

#### **9. Performance Security Deposit**

A performance security of Nu. 5000/- per vehicle has to be deposited by the Hiring Agency at the time of signing the agreement or it will be deducted from the first bill. The performance Security can also be in the form of Bank Guarantee and it will be retained till the end of contract period.

#### **10. Notice of vehicle requirement**

Whenever there is a requirement of a vehicle BPC will give three days' notice in advance. After receiving the notice the Hiring Agency should immediately make the vehicle available within three days. Failing which BPC can hire from another agent and the rate difference has to be paid by the chosen Hiring Agent.

#### **11. Notice of contract termination**

30 days notice from either party will be required for withdrawing the vehicle at any stage. Failing to serve such notice shall result in forfeiture of Security Deposit.

**SECTION IV – ANNEXURE**

## **Annexure – I Integrity Pact Statement**

Integrity Pact Statement as provided by the Anti-Corruption Commission (ACC of the Royal Government of Kingdom of Bhutan from time to time is to be used)

### **1 General:**

Where (*Name of head of the procuring agency or his/her authorized representative with power of attorney*) representing the (*Name of procuring agency*). Royal Government of Bhutan, hereinafter referred to as the “**Employer**“ on one part, and (*Name of bidder or his/her authorized representative with power of attorney*) representing M/s. (*Name of firm*). 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 only to “**large**“ scale works, goods and Department. 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 and contract administration, 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 Department; 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 practice.

### **3 Scope:**

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

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

### **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 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 official's 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 in 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 benefits 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 any contract administration.
- 5.2 The Bidder shall not collude with other parties interested in the contract to manipulated 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 violated 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 (whether with 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.

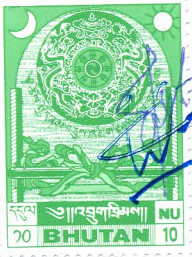
**7 Monitoring and Administration:**

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

EMPLOYER

BIDDER/REPRESENTATIVE

CID... 10811001192

CID.....

Witness.....  
*Tashi Lhamo*

Witness.....

Name... TASHI LHAMO

Name.....

CID... 11410007407

CID.....

## Annexure – II Price Schedule

Sl.#	Type of vehicle	Rate per km (if distance travelled is 100 KM or more than 100 KM in a day)	Lump sum Rate per day (if distance travelled is less than 100 KM in a day)
1	Toyota Prado		
2	Toyota Hilux or Nissan Nivara Hilux		
3	Toyota Hiace Bus (12 seater)		
4	Hyundai Santafee		
5	Hyundai Tucson		
6	Coaster Bus (19 Seater)		
7	Nissan Terrano		
8	Hyundai Creta		
9	Maruti Suzuki S-Cross		

## **Annexure-III Contract Agreement**

This agreement is made on this day of.....between Bhutan Power Corporation Limited,  
a

Royal Government of Bhutan Enterprise, incorporated under the Companies Act-Kingdom of Bhutan, 2000, having its registered office at Yarden Lam, PO Box 580, Thimphu, Bhutan, hereinafter referred to as BPC which expression shall unless repugnant to the context or meaning thereof include its successors and assigns of the one part.

AND

(Name of Vehicle Hiring Agency Owner). A Company registered and existing under the laws of (Name of country and Registration details) and having its registered office at.....(hereinafter to be referred to for the sake of convenience as “the Contractor“) which expression shall unless repugnant to the context or meaning thereof include their respective successors and permitted assigns of the other part.

Whereas BPC is desirous hiring a vehicle at agreed rate of.....

NOW THIS AGREEMENT WITNESSTH as follows:

1. In this Agreement, words and expression shall assume the same meanings as are respectively assigned to them in the Terms and Conditions of Contract hereinafter referred to and they shall be deemed to form and be read and construed as part of this Agreement.
2. In consideration of the payments to be made by BPC to the Contractor as hereinafter mentioned, the Contractor hereby covenants with BPC Hire of vehicle with the provisions of Contract and shall not in any manner dilute the responsibilities, obligations and liabilities as defined in the said Contract for the agreed period.
3. BPC hereby covenants to pay the Contractor in consideration of hiring of the vehicle the amount as per the agreed rates or such other sum as many become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
4. The following documents shall be deemed to form and be read and construed as part of this Agreement:
  - i. Letter of Acceptance
  - ii. Contract Agreement
  - iii. Terms and Conditions
  - iv. Price Schedules
  - v. Instructions to Bidders
  - vi. Contractor`s Bid

In witness whereof the parties have caused this Agreement to be executed the day and year first written before.

The Common Seal of both the Parties is hereunto affixed in the presence of:

Signed Sealed and Delivered by the said Parties.

Signature  
Name & Title of Signatory  
For Contractor

Signature  
Name & Title of Signatory  
For BPC

In the presence of:

WITNESS:

(Name & Signature)  
For Contractor

(Name & Signature)  
For BPC



## ANNEXURE – IV BID FORM

General Manager,  
Human Resources & Administration Department,  
Bhutan Power Corporation Ltd.,  
**Thimphu**

Sir,

Having examined the Bidding documents for the above Contract, including the specifications, vehicle model, etc. of the above named work, we offer to hire vehicle in conformity with the conditions of the Contract, specifications, and the bill of Quantities of this tender documents or such other sum as may be ascertained in accordance with the said conditions of contract.

We agree to abide by this tender for the period of one year from the date fixed for receiving the same and it shall remain binding upon us and may accept at any time before the expiry of the period.

Unless and until a formal agreement is prepared and executed this tender together with your written acceptance thereof shall constitute a binding contract between us

If our Bid is accepted, we will provide the performance security in the sum of ..... (Amount), for the due performance of the contract. We agree to abide by this Bid for the period of ..... days from the date fixed for bid closing pursuant to the Instructions to the Bidders, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

We understand that you are not bound to accept the lowest-priced or any Bid you may receive.

Dated this ..... day of .....2020

.....  
(Signature)