

BIDDING DOCUMENT FOR THE HIRING OF A VEHICLE



Thimphu TechPark
dhi Company

9 September 2015

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A. NOTICE INVITING QUOTATION

1. Thimphu TechPark Ltd. invites sealed quotation from Bhutanese vehicle owners for hiring of following vehicle:

SI.No.	Type of Vehicle	Nos	Period of Hiring	Model
1	Hyundai SantaFe, Tucson, Mahindra Xylo, Duster, Nissan Terrano, Toyota Innova etc. or equivalent type, with Diesel Engine.	1	12 months	Year 2010 and later

1. The Bidding Documents can be downloaded from Thimphu TechPark's website www.thimphutechpark.com or can be obtained by sending an email to enquiries@thimphutechpark.com
2. Thimphu TechPark Ltd. (TTPL) 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 TTPL.

**Chief Executive Officer,
Thimphu TechPark Ltd.
P.O Box 633,
Babesa, Thimphu**

B. INSTRUCTION TO BIDDERS

1.Scope

1.1 Thimphu TechPark Ltd. (TTPL) invites sealed quotation from Bhutanese vehicle owners for hiring of following vehicle:

Sl.No.	Type of Vehicle	Nos	Period of Hiring	Model
1	Hyundai SantaFe, Tucson, Mahindra Xylo, Duster, Nissan Terrano, Toyota Innova etc. or equivalent type, with Diesel Engine.	1	12 months	Year 2010 and later

1.2. The total number of km run of the vehicle offered for hiring should not be more than 100,000 km at the time of offer.

1.3. The detailed scope and the responsibilities of the Bidder are detailed at Section-D, Terms of Reference of the Bidding Document.

2. Bidding Documents

2.1. The scope 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.

- A: Notice Inviting Quotation
- B: Instructions to Bidders
- C: Form of Bid
- D: Terms of Reference
- E: Declaration
- F: Price Schedule
- G: Annexure
- Annexure-I- Integrity Pact Statement
- Annexure-II- Contract Agreement

2.2. Thimphu TechPark Ltd. is not responsible for the completeness of the Bidding Documents. No request for sending the Bidding Documents by post or by Courier Service shall be entertained.

2.3. 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.

3. Clarifications on Bidding Documents

- 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 who have purchased the Bidding Documents.
- 3.2. For the information of Bidders, the clarifications shall also be uploaded on the ministry's website. The Bidders are advised to visit the website of the ministry from time to time in their own interest.

4. Amendment of Bidding Documents

- 4.1. At any time after the NIT issue date, but not later than three (3) days prior to the deadline for submission of bids, TTPL may amend the Bidding Documents by issuing an addendum/ amendment. This may be done either on Project's own initiative or in response to clarification requests from those who have registered themselves after having downloaded the Bid Documents.

5. Cost of bidding

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

6. Language of the Bid

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

7. Documents Constituting the Bid

- 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. Bids not accompanied by the requisite bid security or Bids accompanied by bid security of inadequate value, shall not be entertained;
 - b. Signed integrity pact statement as per format at Annexure –I of Section-VII;
 - c. Copy of the citizenship Identity Card of the owner
 - d. A copy of valid vehicle registration certificate and fitness certificate
 - e. A copy of valid insurance policy document

8. Bid Prices

8.1. The hire charges of the vehicles shall be paid on monthly basis – a lumpsum monthly amount irrespective of the distance travelled. The vehicle will normally be used for local travel within Thimphu city only as TTPL does not have any branch office located elsewhere. From our experience in the past four years, the average distance travelled is approximately 1750 km a month only. However this is just a rough indication of vehicle usage and not a guarantee that we would stick to this limit.

8.2. The Bid Prices shall be inclusive of all Taxes. The TDS and other applicable taxes shall be deducted from the Gross Bill of every month.

9. Currencies of Bid

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

10. Period of Validity of Bids

10.1. Bids shall remain valid for a period of 60 days from the bid closing date or extension, if any.

11. Bid Security

11.1. The Bidder shall furnish, as part of its Bid, a Bid Security in original form for an amount equivalent of Nu. 5000.00 in the form of Demand Draft/ Banker's Cheque / Cash Warrant issued by any Banks in Bhutan in favour of Chief Executive Officer, Thimphu TechPark Ltd., Thimphu and shall be valid for 30 days beyond the bid validity period.

11.2. Any Bid not accompanied by adequate Bid Security shall be rejected by TTPL as non-responsive.

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

11.4. The Bid Security shall be forfeited:

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

12. Submission of Bids

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

Chief Executive Officer
Thimphu TechPark Ltd.
PO Box 633, Babesa, Thimphu

The bid shall comprise the following:

- i. Form of bid (duly filled with the rate and signed properly)

- ii. Declaration
- iii. Price Schedule
- iv. Signed Integrity Pact
- v. Bid Security
- vi. Qualifying documents
 - a. Photocopy of CID of owner;
 - b. Photocopy of Green/Blue Book, Fitness Certificate, Emission Test Certificate, Insurance Certificate.

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

- 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.
- 12.3. If the envelope is not sealed and marked as above, TTPL shall assume no responsibility for the misplacement or premature opening of the Bid.

13. Deadline for Submission of Bids

- 13.1. Bids must be received by TTPL office on or before **15th September 2015 at 1400 hrs (BST)**.
- 13.2. TTPL may, at its discretion, extend the deadline for the submission of Bids/ opening of Bids by issuing an addendum and hosting the same on the website, in which case all rights and obligations of TTPL and the Bidders previously subject to the original deadline shall thereafter be subject to the deadline as extended.
- 13.3. In the event, the deadline for submission of Bid is extended by TTPL, 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 unopened to the Bidder.

14. Late Bid

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

15. Withdrawal, Substitution or Modification of Bids

- 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 Bids, duly signed by an authorized representative. The Bid requested to be withdrawn shall be returned unopened to the Bidder.

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

15.3. Withdrawal, substitution or modification of a 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.

16. Bid Opening

16.1. TTPL shall conduct the Bid opening on **15th September 2015 at 1530 hrs in the Conference Room, TTPL, Babesa, Thimphu.**

16.2. Bidders or their authorized representatives who have submitted the Bids shall be allowed to attend the Bid opening. Bidders who choose 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 have any complaint with regard to the Bid opening shall write in the complaint sheet and duly sign the sheet.

16.3. 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.

16.4. 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.

16.5. 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 TTPL may consider appropriate.

16.6. TTPL office 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 NIT 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.

16.7. 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.

17. Confidentiality

- 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.
- 17.2. Subject to above, no Bidder shall contact TTPL 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 a Bidder to influence TTPL in the examination, evaluation, comparison and qualification of the Bids or Contract award decisions may result in the rejection of its Bid.
- 17.3. All documents, correspondence, decisions 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.

18. Clarification of Bids

- 18.1. To assist in the examination, evaluation, comparison and qualification of the Bids, TTPL 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 a request by Project shall not be considered.
- 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 Project in the evaluation of the Bids
- 18.3. If a Bidder does not provide clarifications of its Bid by the date and time set in TTPL's request for clarification, its Bid may be rejected.

19. Evaluation

- 19.1. TTPL Office 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. TTPL's determination of a Bid's responsiveness shall be based on the contents of the Bid itself without recourse to extrinsic evidence.
- 19.2. If a Bid is not substantially responsive to the requirements of the Bidding Documents, it shall be rejected by TTPL and the same may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, conditionality or omission.
- 19.3. TTPL office may request that the Bidder 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.

20. Comparison of Bids

- 20.1. The Bidder with lowest evaluated rate and which has been determined, to be substantially responsive shall be considered for the award.
- 20.2. If in the opinion of the Tender Committee of TTPL, there are no substantial differences between the prices offered by different bidders, bidders with newer vehicles or better vehicle models (to be determined by the estimated market value of the car) shall be given preference.

21. TTPL's Right

- 21.1. TTPL reserves the right to accept or reject any Bid, and to annul 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 TTPL.

22. Letter of Acceptance

- 22.1. Prior to expiry of the period of Bid validity, TTPL 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.
- 22.2. Until a formal Contract is prepared and executed, the Letter of Acceptance shall constitute a binding Contract between the successful Bidder and TTPL.

23. Signing of Contract Agreement

- 23.1. Within 10 days of the issue of LoA, the successful Bidder shall report to TTPL for signing of the Agreement as per the Terms of Reference of Section D of the bidding document, failing which the bid security shall be forfeited and the contract shall be awarded to the second lowest bidder.

C. FORM OF BID

Ref. No.....

Date:

To
The Chief Executive Officer
Thimphu TechPark Ltd.
Babesa, Thimphu.

Subject: Submission of Bid for Hiring of Vehicle

Sir,

Having examined the Bidding Document and understood the Terms and Conditions, we/I,

.....
(specify name of entity/person) would like to submit the bid for hiring in response to your Invitation for Bid dated 9 September 2015, as furnished in the table below.

Please note: The rate quoted includes insurance and costs of repairs and replacement of tyres and other parts as and when necessary. TTPL will bear the cost of fuel & other lubricants, engine oil change, coolant, cost of payment to driver and other minor maintenance costs for day to day running of the vehicle.

Sl. No.	Vehicle No	Rate (In Nu.)
1	Vehicle Registration No. BP-.....	Lump sum rate per month: Nu. Amount in Words:

Yours faithfully

Name & Signature
(Bidder)

D. TERMS OF REFERENCE

All Clauses under Standard Bidding Document, Procurement of Goods, Royal Government of Bhutan, 2009 and related amendments shall apply.

Background Information

Thimphu TechPark Ltd. (TTPL) is a 100% DHI owned company incorporated under the Companies Act of the Kingdom of Bhutan to Design, Build, Finance, Own and Operate the first IT Park of Bhutan. It is located at Serbithang, Babesa, at a distance of about 8 km from the Thimphu city centre. The company is managed by a compact team of about 15 employees headed by the CEO. The hired vehicle will be used by the CEO for his duties as well as office pool vehicle for the smooth management and operation of the company's activities. As TTPL does not have any branch office, the movement of the vehicle will normally be confined to Thimphu.

I

D.1 Technical

1. Specification

1.1 The vehicle shall be a Hyundai SantaFe, Tucson, Mahindra Xylo, Duster, Nissan Terrano, etc. or equivalent type, with Diesel Engine. No driver will be required to be provided by the driver.

2. Age of Vehicle

2.1 The vehicle should have been registered in 2010 or later. The registration certificate should be enclosed to authenticate the age of Vehicle.

3. Deployment

3.1 Vehicle shall be deployed for use by the CEO of TTPL and TTPL Office in Thimphu.

4. Duration of Hire

4.1 The Vehicle shall be hired for duration of 12 months However, either party may terminate the contract by giving two months' advance notice

5. Repair and maintenance

5.1 Insurance and costs of repairs and replacement of tyres and other parts shall be the responsibility of the bidder. TTPL will bear the cost of fuel & other lubricants, engine oil change, coolant, cost of payment to driver and other minor maintenance costs for the day to day running of the vehicle.

6. Replacement of Vehicle

6.1 Should it become necessary for the vehicle to be replaced due to problems associated with vehicle breakdown or other reasons, the vehicle owner shall immediately provide replacement which is of equivalent or better quality in terms of make, model and condition or complete repair of the vehicle within 7 (seven) days, failing which TTPL Office reserves the right to hire from other hiring agencies and the difference in hire rates recovered from the vehicle owner.

7. P.O.L. Spares, Operation and Maintenance

7.1 All expenses on POL like fuel, oil, engine oil change, lubricants and coolant will be borne by TTPL. However, spare parts like tyres, tubes, new fittings including any major maintenance and repair are to be borne by the owner of the vehicle.

8. Drivers

8.1 TTPL will provide its own driver for the car.

9. Maintenance of log book

9.1 TTPL will maintain a log book of vehicle in which km reading and working hours of vehicle shall be recorded on daily basis.

10. Security

13.1 While TTPL shall ensure the safety and security of the vehicle at all times, any damage or loss resulting from any unavoidable accident shall be covered by the Insurance of the vehicle provided by the owner.

14. Contract Termination

14.1 The parties intending to terminate the contract can do so by serving two months' advance notice.

15. Satisfactory Performance

15.1 If the performance of the vehicle is unsatisfactory, TTPL shall surrender the vehicle to the Bidder who will in turn replace the vehicle at his own cost within a week.

D2. Commercial

1. Insurance

1.1 The Bidder shall have comprehensive insurance coverage of the vehicle. TTPL shall not be liable for any compensation in case of accidents.

2. Payment

2.1 TTPL will make payments at the end of every month after deducting taxes as per rules.

3. Taxes & Duties

3.1 The deduction of taxes or recoveries if any shall be directly made as per the existing rules from the payments.

4. Quoted Rates

4.1 The rates quoted by the Bidder shall be inclusive of all taxes.

5. Escalation

5.1 TTPL shall not entertain any escalation clause for whatever reason and conditions thereof.

6. Validity of offered rate

6.1 The rates offered shall be valid till the completion of the contract.

7. Performance Security

7.1 The successful bidder shall submit during the time of signing the agreement a Performance Security in the form of Demand Draft / Bank Guarantee from the recognized financial institution of Bhutan equivalent to **Nu. 20,000.00** (Ngultrum twenty thousand) only which shall be valid for the entire contract duration.

9. Applicability of Rates

- i. The rate quoted will be a lumpsum monthly rate.
- ii. Payments will be deducted for the time taken for repair and maintenance if it exceeds more than 2 days.

E. DECLARATION

I/we, hereby declare that we have understood the Technical and Commercial Terms and Conditions and therefore, I/we are agreeable without any contentions or dispute.

Bidder



F. PRICE SCHEDULE

Sl. No.	Type of Vehicle	Details of Vehicle	(X) - Rate (Nu.) To be quoted by the bidder	Remarks
1	Vehicle Registration No. BP..... make Model: 2010 or later	Type: Model: Km run:	Lump sum rate per month: Nu. In words:	This vehicle shall be used by the CEO and TTPL Office.

BIDDER'S NAME AND SIGNATURE

G. ANNEXURES

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

Whereas the CEO of Thimphu TechPark Ltd., 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 signing authority. For the bidders, the bidder himself or his authorized representative must sign the Integrity Pact (IP). If the winning bidder has not signed during the submission of the bid, the tender shall be cancelled.

2. Objectives

Now, therefore, Thimphu TechPark Ltd. 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 TTPL to obtain the desired works at a reasonable and competitive price in conformity with the defined specifications of the 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 the other practices and TTPL will commit to prevent corruption, in any form by their officials by following transparent procedures.

3. Commitments of TTPL

TTPL Commits itself to the following:-

- 3.1 TTPL undertakes that no official of TTPL, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour 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 TTPL will, during the pre-contract stage, treat all Bidders alike, and will provide to all Bidders the same information and will not provide any such information to any particular Bidder which could afford an advantage to that particular Bidder in comparison to other Bidders.

- 3.3 All the officials of TTPL will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicious of such a breach.
- 3.4 In case of any such preceding misconduct on the part of such official(s) is reported by the Bidder to TTPL with full and verifiable facts and the same is prima facie found to be correct by TTPL, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by TTPL 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 TTPL 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, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of TTPL, 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, favour, any material or immaterial benefit or other advantage, commission fees, brokerage or inducement to any official of TTPL or otherwise in procuring the Contract or forbearing to do or having done any act in relation to obtaining or execution of the Contract or any other contract with the Government for showing or forbearing to show favour or disfavour 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 TTPL 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.
- 4.5 The bidder commits to refrain from giving any complaint direct or through any other manner without supporting it with full and verifiable facts.
- 4.6 The Bidder shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

5. Previous Transgression

5.1 The Bidder declare that no previous transgression occurred in the last three years immediately, with any other Projects in respect of any corrupt practices envisaged hereunder that could justify bidder's exclusion from the tender process.

5.2 If the Bidder makes incorrect statement on this subject, Bidder can be disqualified from the tender process of the contract, if already awarded, can be terminated for such reason.

6. Sanctions

6.1 The provision regarding Sanctions for violation of the Integrity Pact include forfeiture of Performance Bond in case TTPL decides to forfeit the same without assigning any reason for imposing sanction for violation of Integrity Pact.

7. Sanctions of Violation

Any breach of the aforesaid provisions by TTPL shall face administrative charges and penal actions as per the existing relevant rules and laws. The breach of the Pact 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. TTPL office/relevant agency shall also take all or any one of the following actions, wherever required:-

7.1 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.

7.2 The Earnest Money/Security Deposit/Performance Bond shall stand forfeited.

7.3 To immediately cancel the contract, if already awarded/signed, without giving any compensation to the Bidder.

7.4 To recover all sums already paid by TTPL.

7.5 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 TTPL, along with interest.

7.6 To cancel all or any other Contracts with the Bidder.

7.7 To debar the Bidder from entering into any bid from the government of Bhutan as per the Debarment clauses of the Procurement Manual.

8. Conflict of Interest

8.1 A conflict of interest involves a conflict between the public duty and private interests (for favour or vengeance) of 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 the any official of TTPL must be declared in the prescribed form attached.

8.2 The Bidder shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employees of TTPL, and if he does so, TTPL shall be entitled forthwith to rescind the Contract and all other contracts with the Bidder.

9. Examination of Books of Accounts

9.1 In case of any allegation of violation of any provisions of this Integrity Pact or payment of commission, TTPL or its 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.

10. Monitoring and Arbitration

10.1 The procurement division of the Ministry of Finance shall be responsible for monitoring and arbitration of IP.

11. Legal Actions

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

12. Validity

12.1 The validity of the this Integrity Pact shall be from the date of signing and extended up to;

12.2 One year or the complete execution of the contract to the satisfaction of both Project and the bidder, which ever is later,

12.3 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.

The party hereby sign this Integrity Pact at _____ on
_____.

(Affix legal stamp here)

(Affix legal stamp here)

CEO, TTPL.
CID No.

Bidder
CID No.

Witness' signature:

Name:

CID No.

Witnes's signature

Name:

CID No.

Annexure-II: Contract Agreement

This agreement is made on this _____ day of _____ between Thimphu TechPark Ltd., Thimphu, Bhutan, hereinafter referred to as "TTPL" which expression shall unless repugnant to the context or meaning thereof include its successors and assigns of the one part

AND

_____ (Name of Contractor/vehicle owner), 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 TTPL is desirous of hiring a vehicle at the agreed rate of

.....

NOW THIS AGREEMENT WITNESSETH 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 TTPL to the Contractor as hereinafter mentioned, the Contractor hereby covenants with TTPL, 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. Thimphu TechPark Ltd. hereby covenants to pay the Contractor in consideration of the hiring of the vehicle the amount as per the agreed rates or such other sum as may 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 of Reference
 - iv. Price Schedules
 - v. 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)
Chief Executive Officer
Thimphu TechPark Ltd.

(Signature)
(Name and Title of Signatory)
(Name of Vehicle Owner)

In the presence of:

WITNESSES:

1. (Signature)
(Name & Address)

3. (Signature)
(Name &
Address)

4.