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Bhutan Automation & Engineering Limited

(A Joint Venture Company of  **DrukGreen** and )



**BIDDING DOCUMENT
SERVICES**

Hiring of Vehicle Mahindra Bolero (Double Cabin) for 3 (Three) Months

**NIQ No: BA0021/2024 dated 04/10/2024.
File No: BHUTAN AUTOMATION/Hiring/2024/692**

CONTENTS

SECTION I – INSTRUCTION TO BIDDERS	3
ITB. 1. Scope	4
ITB. 2. Bidding Documents	4
ITB. 3. Clarifications on Bidding Documents	5
ITB. 4. Amendment of Bidding Documents	5
ITB. 5. Cost of bidding.....	5
ITB. 6. Language of the Bid.....	5
ITB. 7. Documents Constituting the Bid.....	5
ITB. 8. Bid Prices	5
ITB. 9. Currencies of Bid	6
ITB. 10. Period of Validity of Bids.....	6
ITB. 11. Bid Security	6
ITB. 12. Submission of Bids	6
ITB. 13. Deadline for Submission of Bids.....	7
ITB. 14. Late Bids.....	7
ITB. 15. Withdrawal, Substitution or Modification of Bids	7
ITB. 16. Bid Opening.....	7
ITB. 17. Confidentiality	8
ITB. 18. Clarification of Bids.....	9
ITB. 19. Evaluation.....	9
ITB. 20. Comparison of Bids	9
ITB. 21. BHUTAN AUTOMATION’s Right	9
ITB. 22. Letter of Acceptance.....	9
ITB. 23. Signing of Contract Agreement.....	10

SECTION II – TERMS AND CONDITIONS	11
1. Maintenance of the vehicle	12
2. Drivers	12
3. POL	12
4. Fuel Price Variation	12
5. Taxes and Fees.....	12
6. Breakdown	12
7. Limitation of Liability	13
8. Location.....	13
9. Payment	13
10. Security Deposit	13
11. Notice.....	13
SECTION III –ANNEXURE	14
Annexure-I: Integrity Pact Statement	15
Annexure-II: Price Schedule	17
Annexure-III: Lease Agreement.....	18

SECTION I – INSTRUCTION TO BIDDERS

SECTION I – INSTRUCTION TO BIDDERS

ITB. 1. Scope

ITB.1.1. Bhutan Automation & Engineering Limited (BHUTAN AUTOMATION), invites sealed quotation from Bhutanese vehicle owners for hiring of following vehicles:

SN	Type of Vehicle	Nos.	Period of Hiring	Location
1	Mahindra Bolero Camper. (Double Cabin)	1	3 months	Suchhu Hydro Power Project, Haa

ITB.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.

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.1.4. Upon the completion of period of hiring, BHUTAN AUTOMATION may decide to extend the period of hiring at its own discretion.

ITB. 2. Bidding Documents

ITB.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.

Section I	:	Instructions to Bidders
Section II	:	Terms and Conditions
Section III	:	Annexure
		Annexure-I- Integrity Pact Statement
		Annexure-II- Price Schedule
		Annexure-III- Contract Agreement

ITB.2.2. BHUTAN AUTOMATION is not responsible for the completeness of the Bidding Documents and their addenda, if any, if these were not obtained directly from BHUTAN AUTOMATION. Downloading the document from the website will not be regarded as obtaining the Bidding Documents directly from BHUTAN AUTOMATION. Bidders downloading the documents from the website should register themselves by intimating the nodal officer of BHUTAN AUTOMATION, before the deadline for submission of Bid, its intention to submit the Bid on the basis of downloaded documents.

ITB.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 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 who have purchased the Bidding Documents.

ITB.3.2. For the information of Bidders, the clarifications shall also be uploaded on the 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 NIT issue date, but not later than three (3) days prior to the deadline for submission of Bids, BHUTAN AUTOMATION may amend the Bidding Documents by issuing an addendum/ amendment. This may be done either on BHUTAN AUTOMATION's own initiative or in response to clarification requests from any prospective Bidder who have purchased the Bid Documents or those who have registered themselves after having downloaded the Bid Documents.

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 BHUTAN AUTOMATION 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. 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 –II at Section-IV;
- c. Copies of the citizenship Identity Card of the owner and the driver proposed;
- d. A copy of valid vehicle registration certificate and fitness certificate;

- e. A copy of valid driving license of the driver proposed;
- f. A copy of valid insurance policy document;

ITB. 8. Bid Prices

ITB.8.1.1. The hire charges of the vehicles shall be paid on monthly basis as follows:

- a) A lump sum amount of **BTN. 30,000.00** for Bolero Camper shall be paid as fixed hire charges.
- b) The Bidders shall quote the **rate in BTN per km** for mileage for the actual running of the vehicle in addition to the above hire charges.
- c) Night halt charges for the drivers at a rate of **BTN 1,000.00** per night shall be paid when outside HQ which shall be paid to the Driver.

ITB.8.1.2. The Bid Prices shall be inclusive of all Taxes. **5% of TDS** shall be deducted from the Gross Bill of every month.

ITB. 9. Currencies of Bid

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

ITB. 10. Period of Validity of Bids

ITB.10.1. Bids shall remain valid till December

12, **2024**.

ITB. 11. Bid Security

ITB.11.1. The Bidder shall furnish, as part of its Bid, a Bid Security in its original form for an amount equivalent for an amount of **Nu. 5,000.00** in form of Demand Draft/ Banker's Cheque/ Cash Warrant issued by any Banks in Bhutan in favor of Bhutan Automation & Engineering Limited payable at Thimphu.

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

ITB.11.2.1. The Bid Security shall be returned to successful and unsuccessful Bidders as promptly as possible upon signing of Contract and receipt of Security Deposit from successful Bidder.

ITB.11.3. 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:
 - a) accept the correction of its Bid Price;
 - b) sign the Contract;

ITB. 12. Submission of Bids

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

**Procurement Assistant,
Bhutan Automation & Engineering Limited
Bjachhog, Chukha,
Contact: +975 77607659**

ITB.12.1.1. 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.12.1.2. If the envelopes are not sealed and marked as above, BHUTAN AUTOMATION shall assume no responsibility for the misplacement or premature opening of the Bid.

ITB.12.1.3. The submission of Bid(s) with password-protected email is acceptable at kinley.p.tshering@bhutanautomation.com and password should be sent to same mail address 30 minute before opening time. However, the Bid Security in the original should be submitted to BHUTAN AUTOMATION, Bjachhog, Chukha Office with the intimation to the contact person given above:

ITB. 13. Deadline for Submission of Bids

ITB.13.1. Bids must be received by BHUTAN AUTOMATION before **1500 Hours of November 14, 2024**.

ITB.13.2. BHUTAN AUTOMATION 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 BHUTAN AUTOMATION 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 BHUTAN AUTOMATION, 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.

ITB. 14. Late Bids

ITB.14.1. Any Bid received by BHUTAN AUTOMATION after the Bid submission deadline will be declared late, rejected and 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 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, 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 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.

ITB. 16. Bid Opening

ITB.16.1. BHUTAN AUTOMATION shall conduct the Bid opening in the Conference Hall, Corporate Office, BHUTAN AUTOMATION, Bjachhog, Chukha on **15:30 Hours of November 14, 2024**.

ITB.16.2. 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 complain with regard to the Bid opening shall write in the complaint sheet and duly sign the sheet.

ITB.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.

ITB.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.

ITB.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 BHUTAN AUTOMATION may consider appropriate.

ITB.16.6. BHUTAN AUTOMATION 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);
- i) the names, designations and signatures of the members of the Bid Opening Committee.

ITB.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.

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 BHUTAN AUTOMATION 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 BHUTAN AUTOMATION in the examination, evaluation, comparison and qualification of the Bids or Contract award decisions may result in the rejection of its Bid.

ITB.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.

ITB. 18. Clarification of Bids

ITB.18.1. To assist in the examination, evaluation, comparison and qualification of the Bids, BHUTAN AUTOMATION 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 BHUTAN AUTOMATION 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 BHUTAN AUTOMATION 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 BHUTAN AUTOMATION's request for clarification, its Bid may be rejected.

ITB. 19. Evaluation

ITB.19.1. BHUTAN AUTOMATION 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. BHUTAN AUTOMATION'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, it shall be rejected by BHUTAN AUTOMATION and the same may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, conditionality or omission.

ITB.19.3. BHUTAN AUTOMATION 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.

ITB. 20. Comparison of Bids

ITB.20.1. The Bidder with lowest evaluated **rate in BTN per km** for mileage for the actual running of the vehicle for each vehicle and which has been determined, to be substantially responsive shall be considered for the award.

ITB. 21. BHUTAN AUTOMATION's Right

ITB.21.1. BHUTAN AUTOMATION 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 the BHUTAN AUTOMATION.

ITB. 22. Letter of Acceptance

ITB.22.1. Prior to expiry of the period of Bid validity, BHUTAN AUTOMATION 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 Bidder and BHUTAN AUTOMATION.

ITB. 23. Signing of Contract Agreement

ITB.23.1. Within 1 (one) week of the issue of LoA, the successful Bidder shall report to **Bjachhog Chukha, Corporate Office, BHUTAN AUTOMATION** for signing of the Agreement as per the Terms and Conditions at Section-II.

SECTION II – TERMS AND CONDITIONS

SECTION II – TERMS AND CONDITIONS

1. Maintenance of the vehicle

The owner 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 BHUTAN AUTOMATION 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 or works. For this, no extra payment will be given by the BHUTAN AUTOMATION

Payment of salary and other perks for the drivers will be the responsibility of the vehicle owner. BHUTAN AUTOMATION 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 owner of the vehicle.

3. POL

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

4. Fuel Price Variation

If there is any variation in price of diesel, the rate of the diesel in Nu. per km for mileage for the actual running of the vehicle shall be revised based on the following formula:

$$D_r = D_c \times D/D_0 \text{ where}$$

D_r is the revised per km rate

D_c is the quoted **rate in BTN. per km** for mileage

D₀ is the official retail price of the diesel as per list price of Bhutan Oil Distributors (BOD), Chukha on day of opening of Bid.

D is the revised official retail price of the diesel as per list price of Bhutan Oil Distributors (BOD), Chukha from the affected day

5. Taxes and Fees

The Insurance premium, annual income tax, rental, road tax etc, to be paid by the owner. The vehicle should have insurance coverage, as BHUTAN AUTOMATION 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 owner of the vehicle.

6. Breakdown

In the event of sudden breakdown, the owner should arrange for an alternative vehicle within 24 hours failing which a recovery of BTN. 1,000/- per day will be affected from the monthly bill. If the vehicle is not made available within 3 days, the offer of hiring of vehicle will stand cancelled.

7. Limitation of Liability

BHUTAN AUTOMATION 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 paid by the owner of the vehicle.

8. Location

The Head Quarter of the vehicle shall be Suchhu Hydro Power Project, Haa. However, the vehicle will be on duty at any of its Offices for duties and in the adjoining Indian states.

9. Payment

The following payment shall be released on calendar monthly basis:

- a. A lump sum amount of BTN. 30,000.00 (Ngultrum Thirty thousand) only for Bolero Camper;
- b. Actual amount worked out based on the actual km travelled applying the agreed rates.
- c. Night halt charges for the drivers at a rate of BTN 1,000.00 per night shall be paid when outside HQ.
- d. 5% TDS shall be deducted from the Gross Bill of every month.

Payment of hire charges will be released at the end of the month.

Vehicle should have a logbook. 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 BHUTAN AUTOMATION officer using the vehicle.

10. Security Deposit

A security deposit of BTN 10,000.00 must be deposited by the owner at the time of signing the agreement or it will be deducted from the first monthly bill. The security deposit amount will be refunded within a month after the vehicle

has been released by BHUTAN AUTOMATION.

11. Notice

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 III –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

Whereas **Mr.** Kinley Tshering, Procurement Assistant, representing the Bhutan Automation & Engineering Limited (BHUTAN AUTOMATION), hereinafter referred to as the “**Employer**” on one part, **representing**....., hereinafter referred to as the “**Bidder**” on the other part hereby execute this agreement as follows:

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 and **contract administration**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:-

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.

² Contract administration, for the purpose of this IP, shall mean contract award, contract implementation, un- authorized sub-contracting and contract handing/taking over.

- 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 violation 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 on__.

EMPLOYER



Name: Kinley Tshering
CID: 10202001356

Witness: 
Name: Yangchen Lhamo
CID: 11506006859

BIDDER/REPRESENTATIVE

Name:
CID:

Witness:
Name:
CID:

Annexure-II: Price Schedule

SN	Type of Vehicle	Fixed monthly rates (BTN.)	Rates per Km (to be quoted by firm in BTN)
1	Mahindra Bolero, Double Cabin	30,000.00	

Annexure-III: Lease Agreement

Shall be as per the terms and conditions specified above.