

STANDARD REQUEST FOR QUOTATION (SRFQ)

Hiring of Vehicles



Name of Work	:	Hiring of BOLERO-Double Cabin
Hiring Duration	:	For 1 month tentatively from: 1. 18 April 2024-16 May 2024 for Western & Southern Dzongkhags 2. 17 May 2024-16 June 2024 for Eastern & Central Dzongkhags
Method of Procurement	:	Limited Tender
Concerned Division	:	NCDD, Department of Public Health, Ministry of Health
Bidder's Name & Address	:	

Ministry of Finance
Royal Government of Bhutan
2023

PREFACE

This Electronic Standard Request for Quotation for the Procurement of Non-Consulting Services have been prepared by the Ministry of Finance to be used for the Procurement of Non-Consulting Services through National Competitive Bidding in projects that are financed in whole or in part by the Royal Government of Bhutan (RGoB). It should be used in conjunction with the Procurement Rules and Regulations 2023. This document will come into effect from 1st July, 2023.

For any queries, interpretation or clarifications contact:

Procurement Management and Development Division (PMDD)

Department of Procurement and
Properties Ministry of Finance

Royal Government of Bhutan

Email: pmdd@mof.gov.bt

Phone #336962

REQUEST FOR QUOTATION FOR HIRING OF VEHICLES

FOR

**NATIONAL BLOOD LEAD LEVEL SURVEY AMONGST THE CHILDREN IN
BHUTAN**

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Service title: **Hiring of Vehicles**

Source of Funding: **UNICEF & WHO**

Letter Ref: **MoH/DoSS-PRO (07)/2023-2024 (FY)/2520**

Dear Sir/ Madam,

1. You are invited to submit a priced bid for the **Hiring of Vehicles:**
 - a. **Bolero Double Cabin with Driver**
2. The bidder (s) shall sign Form 1- Integrity Pact before participating in the online bidding process.
3. The service provider(s) must quote for all the items under this invitation. Priced quotations will be evaluated for all the items together and a contract awarded to the firm offering bid which is substantially responsive to the required specifications and qualification criteria
4. The service provider(s) shall prepare and submit priced quotations using the forms provided in the Price Schedule. Quotation shall be completed properly, sealed and signed and submitted offline in hard copies.
5. The deadline for submission of quotations is **as per Notice Inviting Tender/Standard Request for Quotation.**
6. Bids must be accompanied by a bid securing declaration using the Form 2.
 - i. The Bid Securing Declaration shall be valid for thirty (30) days beyond the bid validity period. In exceptional circumstances, prior to the expiration of the bid validity period, the procuring agency may solicit the bidder's consent to extend bid validity period. The request and responses shall be made in writing. The validity of Bid Securing Declaration shall be suitably extended.
 - ii. Without agreeing to the Bid-Securing Declaration, a bidder will be disqualified and not consider for further evaluation.
 - iii. The Bid Securing Declaration shall be executed:
 - a) If the service provider withdraws the Bid after Bid Opening during the period of bid validity.
 - b) In the case of a successful service provider, if the service provider fails within the specified time limit to sign the agreement; or furnish the required Performance Security.

- iv. In case Bid Securing Declaration is executed, the service provider shall deposit the bid security of **Nu. 10,000/-** within 2 days from date of notification by procuring agency.
- v. In case the service provider fails to comply 6 (iv), the service provider shall be debarred from being eligible for bidding or submitting bid in any tender with the government procuring agencies for a period prescribed in the Debarment Rule.
7. The quotation should be submitted as per the following instructions and in accordance with the Contract. The Terms and Conditions of the service is an integral part of the Contract.
- a) **PRICE:** all prices shall be quoted in Ngultrum. The quoted price shall be inclusive of all related costs including taxes, duties and other levies to the final place of delivery. The final place of delivery is-**the vehicle shall be hired for the duration of 1 month tentatively from:**
- 1) **18 April 2024-17 May 2024 (10 Western & Southern Dzongkhags-Thimphu, Paro, Haa, Punakha, Wangdue, Gasa, Samtse, Chhukha, Dagana & Tsirang) and;**
- 2) **17 May 2024-16 June 2024 (10 Eastern & Central Dzongkhags-Lhuentse, Mongar, T/Yangtse, Trashigang, P/Gatshel, S/Jongkhar, Bumthang, Trongsa, Sarpang & Zhemgang)**
- b) **EVALUATION OF QUOTATION:** offers determined to be substantially responsive to the specifications required will be evaluated by comparison of the quoted prices.
- c) **AWARD OF CONTRACT ORDER:** the award will be made to the service provider who is offering the best evaluated bid that meets the specifications. The successful service provider will sign a contract as per attached Form-3 of contract agreement.
- d) **VALIDITY OF THE OFFERS:** the quotation(s) shall be valid for a period of **60 days from the date of receipt of quotation (s).**
8. The procuring agency shall open the quotation on the same day as bid submission closing date. Bid Opening Reports (BOR) will be generated by e-GP and will be available on the service provider's dashboard after the procuring agency closes the bid opening.

9. The procuring agency is not bound to accept the lowest bid and reserves the right to accept or reject any or all the bids.
10. The procuring agency shall issue the Letter of Intent to Award to the successful service provider stating that the procuring agency has intention to accept its bids and a copy of Letter of Intent shall be sent to all other bidders who submitted the bid. Such notification shall be sent offline.
11. If no service provider submits any complaint within the standstill period of 5 days, the service provider whose bid is accepted will be notified of the award of contract by the procuring agency prior to expiration of the bid validity period.

Section 2: Documents required

The quotation submitted by the service providers shall consist of following documents:

- (a) A duly completed and signed priced quotation as per the Schedule of Items and the Priced Quotation.
- (b) A valid Trade License;
- (c) A valid Tax Clearance Certificate;
- (d) Bid- securing declaration
- (e) Valid Vehicle Registration Certificate
- (f) Valid Driving License of the Driver who will be driving the vehicle
- (g) Valid Road worthiness certificate of the vehicle
- (h) Valid vehicle insurance certificate
- (i) Any other requirements specified in this document

Section 3: Scope of Service

The scope of service hereinafter may only be varied with the written agreement of the procuring agency and no terms and conditions put forward at any time by the service provider shall form any part of the Contract.

1. The service provider shall be required to submit a lump sum performance security amounting to **Nu. 10,000/-** (Ng. Ten Thousand) only in the form of cash warrant, demand draft or unconditional Bank Guarantee issued by a financial institution located in Bhutan, which shall be furnished upon signing the contract. Performance security shall be valid till the end of contract period and will be returned after the end of contract period. The performance security form is included in Form 3.
2. The service provider shall not have the right to revise any rates that are offered in the bid without the prior approval of the procuring agency during the contract period.
3. The Procuring Agency reserves the right to monitor the rates regularly.
4. The quoted rate of the service provider is applicable only with the movement authorization approved by the Procuring Agency or with due permission from officials on duty.
5. The quoted rate shall be inclusive of loading and unloading charges
6. The service provider should strictly adhere to the timely delivery of the services and the staff members of the service provider shall maintain proper dress code whenever on duty.
7. The service provider must be responsible and ensure the vehicle given for hire is always in good condition.
8. Required number of staff shall be deployed to deliver the services efficiently.
9. The service provider must ensure that the designated driver be able to produce a valid license and relevant documents at all the time of hiring period.
10. Sub-letting of Contract/License directly or indirectly is not permissible and may result in premature termination of contract or imposition of penalty, including forfeiture of performance security;

11. The procuring agency may place a purchase order from another service provider if the successful service provider fails to provide the required service (Transportation) within the stipulated time and realize the difference between the quoted price & market price from the performance security.
12. Payment of the Invoice shall be made by the Procuring Agency, within fifteen days (15) days upon submission of original Invoice and TPN number, against the actual service provided as and when required.
13. The service provider shall be liable to pay the applicable **TDS** for all the services provided to the Procuring agency.
14. The procuring agency may, by written notice, terminate the Contract in whole or in part at any time for its convenience:
 - a. if the service provider fails to perform any other Scope of services/any other obligation specified in the contract.
 - b. if the service provider fails to perform any other obligation(s) under the contract, or
 - c. if the Service provider does not take any remedial action within a period of (7) seven calendar days after receipt of a notice of default from the procuring agency specifying the nature of the default(s), or
 - d. if the service provider, in the judgment of the Procuring agency, has engaged in any corrupt or fraudulent practices in competing for or in executing the tasks under this Purchase Order; and
15. If the service provider intends to terminate the contract before the term of expiry of the contract, the Procuring Agency should be notified in writing, at least three months in advance for necessary action as deemed appropriate by the Procuring Agency. Failure to notify as required shall result in forfeiture of performance security.
16. After termination of the existing contract, the procuring agency may decide to:
 - a. Award to the next lowest service provider
 - b. Retender
 - c. Directly contract award

17. If no bid is received by the procuring agency or bid received is abnormally high/abnormally low compared to market price, the agency may decide to cancel the award and proceed as per the clauses of PRR
18. If the service provider fails to deliver the required services as per the scope of the services, within the period specified in the Contract, the Procuring agency may, without prejudice to all its other remedies under the Contract, deduct from the running bill, as liquidated damages, a sum equivalent to 0.1% (per day) of the value of the purchase order of the delayed service until actual delivery or performance, up to a maximum of 10%. Once the maximum is reached, the Procuring agency may terminate the Contract.
19. Any other scope of services:

[The procuring agency may specify any other additional requirements]

Section 4: Price Schedule

The Procuring Agency shall list the items and unit required in this form: PA to specify the Requirement (Owned) (Owned or Hired)

Sl#	Type of Vehicle/Machineries [To be filled by Procuring Agency]	Details of Vehicle [To be filled by service provider]	Ownership Type (Owned/Hired) [To be filled by Procuring Agency]	Quantity (No.)	Rate/KM if the distance travelled is 100 KM or more than 100 KM in a day (Nu.)	Halt charges/lump sum rate if the distance travelled is below 100 KMs (Nu.)	Remarks [To be filled by service provider]
1	Vehicle Type: BOLERO Double Cabin Description: BOLERO Capacity: 5 including Driver Model: 2015 & above	Type: Model: Kilometer (KM) run:	Owned/Hired	16 Nos			

Note:

1. For Western & Southern Dzongkhags-the center for the reporting of hired vehicles should be at Thimphu (Date & venue will be communicated on the later dates).
2. For Eastern & Central Dzongkhags-the center for the reporting of hired vehicles should be at Mongar (Date & venue will be communicated on the later dates).

Section 5: Qualification Criteria

The Procuring Agency shall provide the qualifying criteria based on the requirement.

Sl. No.	Criteria	Description (To be filled by Service provider)	Response
1	Good running condition with the Model 2015 & above.		
2	The vehicle must have a valid registration certificate/blue book and roadworthiness certificate issued by BCTA which should be submitted along with the SRFQ.		
3	The insurance of the vehicle should be Comprehensive. However, if the insurance is a third party, then the agent should take full risk during any mishaps. The copy of insurance certificate/document should submitted along with SRFQ.		
4	Willing to ply on farm roads		
5	Dedicated and punctual Driver with minimum of 3 years driving license issued by BCTA. The copy of valid driving license should be submitted along with the SRFQ.		

Other terms and Conditions

1. Vehicle should be in excellent running condition with minimum basic features. Poor condition of the vehicle will not be hired considering the safety of the traveler. **The model of vehicle should be 2015 and above.**
2. Hiring of vehicle should be for the initial period of 1 month (tentatively from 18 April 2024-16 May 2024 (Western & Southern Dzongkhag) and 17 May 2024-16 June 2024(Eastern & Central Dzongkhags).
3. The hiring charges should include the payment for driver, meals, accommodation, fuel, maintenance cost, parking fees of the vehicle, other consumables and all related taxes and nothing extra shall be paid.
4. All the related expenses on POL including the repair and maintenance (major or minor), new tyres/tubes, opening and refitting, spare parts cost etc., the hiring agent shall have to bear the cost.
5. In the event of sudden breakdown, the agent should arrange an alternative vehicle as a replacement immediately depending upon the urgent requirement to avoid delay in work. Failing to do so shall lead to the cancellation of the contract as deemed necessary.
6. The Client shall not be liable for any payment for loss or damage due to accident. The hiring agent shall held accountable.
7. The driver should strictly adhere to the road safety laws while driving and any official travelling in the vehicle have the right to remind/object if the driver fails to follows the laws. The driver should be well experienced.
8. **Halt charge will be paid instead of payment per KM when the travel does not involve long distance above 100 KMs.**

FORM 1: INTEGRITY PACT

1. General:

Whereas the Head of the Procuring Agency of the Royal Government of Bhutan, hereinafter referred to as the “**Employer**” on one part, and **Business** registered with the authority concerned, hereinafter referred to as the “**Bidder**” on the other part hereby shall execute this pact as follows:

Whereas, the Employer and the Bidder agree to abide by the terms and conditions stated in this document, hereinafter referred to as ‘IP’.

This IP is applicable to all **contracts** related to works, goods and services.

2. Objectives:

This IP aims to prevent 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 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.

Business, means any business, trade, occupation, profession, calling, industry or undertaking of any kind, or any other activity carried on for gain or profit by any person within Bhutan or elsewhere, and includes all property derived from or used in or for the purpose of carrying on such other activity, and all the rights and liabilities arising from such other activity.

Contract, means a formal agreement in writing entered into between the procuring agency and the supplier, service provider or the contractor on acceptable terms and conditions and which are in compliance with all the relevant provisions of the laws of the Kingdom. The term “contract” will also include “framework contract”.

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

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 hereby confirms that its officials shall declare conflict of interest and if any official(s) or his or her relative or associate has a private or personal interest in a decision to be taken by the Employer, those officials shall not vote or take part in a proceeding or process of the Employer relating to such decision.

4.3 Officials of the Employer, who may have observed or noticed or have reasonable suspicion of person(s) who breaches or attempts to breach the conditions under clauses 4.1 and 4.2 shall report it to the Employer or the authority concerned.

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

5. Commitments of Bidders:

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

5.1 The Bidder shall not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Employer, connected directly or indirectly with the bidding process and contract administration, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding process and contract administration.

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

5.3 If the bidder(s) have observed or noticed or have reasonable suspicion that the provisions of the IP have been breached by the Employer or other bidders, the bidder shall report such breach to the Employer or authority concerned.

6. Sanctions:

For the breach of any of the aforementioned conditions, the bidder/employer shall also be liable for offences under the Chapter 4 of the Anti-Corruption Act 2011 and other relevant rules and laws.

7. Monitoring and Administration:

7.1 The respective Employer 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.

I, hereby declare that I have read and understood the clauses of this agreement and I hereby affirm that I shall stand by the above conditions. In the event that I default, I understand that I shall be dealt with as per the Anti-Corruption Act of Bhutan 2011 and/or any other Rules and Laws of the Kingdom of Bhutan.

FORM-2: BID SECURING DECLARATION

Form of Bid-Securing Declaration

Note:

The service provider shall submit this Bid Securing Declaration with the Bid and by clicking on "I Agree" the service provider is signing the Bid Securing Declaration by using e-signature (password).

We, the undersigned, declare that:

We understand that, according to your conditions, Bids must be supported by a Bid-Securing Declaration.

We accept that we are required to pay the bid security amount specified in the Bidding Data Sheet within 5 days of your instruction and failure to do so will automatically debar us (not eligible for Bidding or submitting Bid in any contract across all Government Agencies) for a period prescribed in the Debarment Rules, if we are in breach of our obligation(s) under the Bid conditions, because we:

- a) have withdrawn our Bid during the period of Bid validity specified by the Bidder in the Form of Bid;
- b) have not accepted the correction of errors; or
- c) have been notified of the acceptance of our Bid by the Procuring agency during the period of Bid validity but
- d) fail or refuse to furnish the performance security, or (ii) fail or refuse to execute the Contract.

The procuring agency has the authority to immediately go to the next bidder, once the notice is served to the defaulting bidder.

FORM 3: CONTRACT AGREEMENT

[The successful Service Provider shall fill up this form in accordance with the instructions indicated]

Contract Agreement

THIS CONTRACT AGREEMENT made on the [insert number] day of [insert month], [insert year], BETWEEN

1. [insert complete name of Procuring Agency], a [insert description of type of legal entity, for example, an agency of the Ministry of ... of the Government of Bhutan, or corporation incorporated under the laws of Bhutan] and having its principal place of business at [insert address of Procuring Agency] (hereinafter called “the Procuring Agency”), and
2. [insert name of Service Provider], a corporation incorporated under the laws of [insert: country of Service Provider] and having its principal place of business at [insert: address of Service Provider] (hereinafter called “Service Provider”).

WHEREAS the Procuring Agency invited Bids for hiring of vehicles, viz., [insert brief description of Service] and has accepted a Bid by the Service Provider for hiring of vehicles in the sum of [insert Contract Price in words and figures, expressed in the Contract currency/ies] (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall constitute the Contract between the Procuring Agency and the Service Provider, and each shall be read and construed as an integral part of the Contract, viz.:
 - a. This Contract Agreement;
 - b. Scope of Services;
 - c. Requirements (including Schedule of Supply and Specifications);
 - d. The Service Provider’s Bid and original Price Schedules;
 - e. The Procuring Agency’s Notification of Award of Contract;
 - f. The form of Performance Security

- g. *[insert here any other document(s) forming part of the Contract]*
3. This Contract shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.
 4. In consideration of the payments to be made by the Procuring Agency to the Service Provider as hereinafter mentioned, the Service Provider hereby covenants with the Procuring Agency to provide the hiring of vehicles and to remedy defects therein in conformity in all respects with the provisions of the Contract.
 5. The Procuring Agency hereby covenants to pay the Service Provider in consideration of the provision of the Services and the remedying of defects therein, the Contract Price 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.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of Bhutan on the day, month and year indicated above.

For and on behalf of the Procuring Agency Signed: [insert signature] in the capacity of [insert title or other appropriate designation]

in the presence of [insert signature] [insert identification of official witness]

For and on behalf of the Service Provider

Signed: [insert signature of authorized representative(s) of the Service Provider] in the capacity of [insert title or other appropriate designation]

in the presence of [insert signature] [insert identification of official witness]

FORM 4: PERFORMANCE SECURITY

[The bank, as requested by the successful Bidder, shall fill in this form in accordance with the instructions indicated]

Date: *[insert date (as day, month, and year) of Bid submission]*

IFB No. and title: *[insert no. and title of bidding process]*

Bank's Branch or Office: *[insert complete name of Guarantor]*

Beneficiary: *[insert complete name of Purchaser]*

PERFORMANCE GUARANTEE No.: *[insert Performance Guarantee number]*

We have been informed that *[insert complete name of service provider]* (hereinafter called "the service provider") has entered into Contract No. *[insert contract number]* dated *[insert day and month]*, *[insert year]* with you, for the *[description services]* (hereinafter called "the Contract"). Furthermore, we understand that, according to the conditions of the Contract, a Performance Guarantee is required.

At the request of the service provider, we hereby irrevocably undertake to pay you any sum(s) not exceeding *[insert amount(s) in figures and words]* upon receipt by us of your first demand in writing declaring the service provider to be in default under the Contract, without cavil or argument, or you needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This Guarantee shall expire no later than the *[insert number]* day of *[insert month]* *[insert year]*, and any demand for payment under it must be received by us at this office on or before that date. We agree to a one-time extension of this Guarantee for a period not to exceed *[six months]* *[one year]*, in response to the Purchaser's written request for such extension, such request to be presented to us before the expiry of the Guarantee.

[signatures of authorized representatives of the bank and the service provider]