

STANDARD REQUEST FOR QUOTATION (SRFQ) Hiring of Vehicle



Name of Work	:	Hiring of Coaster Bus & SUV Vehicle with Driver for Delegation Duty
Hiring Duration	:	For 5 Days (tentatively from 24 to 28 September 2024)
Method of Procurement	:	Limited Bidding
Agency	:	ANTI-CORRUPTION COMMISSION, THIMPHU
Bidder's Name & Address	:	

Secretariat Services

ANTI-CORRUPTION COMMISSION

July 2024

Project title: **Hiring of SUV Vehicles**

Source of Funding: **RGoB**

Contract Ref: ACC/SS-ADM(20)2024/06449

Date: 18 July 2024

To: <Insert Your Agent/Owner name>

<Write Address of Firm/Owner>

Dear Sir/ Madam,

1. You are invited to submit your priced bid for the hiring of a **Coaster Bus & SUV vehicles preferably Prado, Fortuner, Seltos/Creta/Santa Fe/Tucson or equivalent.**
2. The service provider (s) may quote for any or all vehicles under this invitation. Each vehicle shall be evaluated and the contract awarded separately to the firm(s) offering the lowest evaluated price for each vehicle.
3. The service provider (s) shall submit through the electronic government procurement system (eGP) at <https://www.egp.gov.bt/Index.jsp>:
4. The deadline for receipt of your quotation(s) by the purchaser at the indicated address is **25 July 2024, 10:00 am** and opening shall be done on the same day at **11:00 am.**

**Head
Secretariat Services**

Price Schedule of Items (Bid Form)

Sl. No	Item Description	Type of Vehicle	Preferred Vehicle Model Year	Qty	Required Date	Rate/KM (Nu.) more than 100 KM in a day	Rate/KM run (below 100 KMs) [Halt Charges]- Lump sum (Nu.)	Remarks
1	Hiring of Vehicles	Coaster Bus (19 Seaters)	2018 and above	5 Nos.	25-28/09/2024			
2		Kia Seltos/Hyundai Tucson or Equivalent	2020 and above	5 Nos.	24-28/09/2024			
3		Kia Seltos/Hyundai Tucson or Equivalent	2020 and above	5 Nos.	25-28/09/2024			
4		Toyota Prado or Equivalent	2020 and above	5 Nos.	24-28/09/2024			

The rate should be quoted per Km if the distance covers more than 100 km and halt charges if the distance covers less than 100 Km.

Hiring Duration	<i>The vehicle will be hired for 5 Days</i>
Warranty Provided	<i>Not Applicable</i>

Signature of Hiring Agent	Hiring Agent's Official Stamp
Name of Hiring Agent	
Date	

Technical Specification of the vehicle required

SI No.	Item Description	Vehicle Specifications
1	Vehicle Hiring	1. Good running condition model vehicles as specified in the Price Schedule of Items.
		2. The vehicle must have a valid registration certificate and roadworthiness certificate issued by BCTA.
		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.
		4. Post-hiring experiences used for State Delegates if any.
		5. Driver must hold a minimum of 3 years driving license issued by BCTA.

Terms and Conditions of the Contract

The Terms and Conditions from now on may only be varied with the written agreement of the Purchaser and no terms and conditions put forward at any time by the Hiring Agent shall form any part of the Contract.

1. Bids must be accompanied by a bid-securing declaration using the **Form 1**.
 - i. The Bid Securing Declaration shall be valid for thirty (30) days beyond the bid validity period. In exceptional circumstances, before the expiration of the Bid validity period, the Employer may solicit the Service Provider's consent to an extension of the Bid validity period. The request and responses shall be made in writing. The validity of the Bid Securing Declaration shall be suitably extended.
 - ii. Any bid not accompanied by a Bid-Securing Declaration.
 - 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) If the Service Provider does not accept the correction of the Bid price as Clause per 3 (b) (II);
 - c) 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 the Service Provider fails to comply with the T&C, the Service Provider shall be excluded from being eligible for Bidding or submitting a Bid in any tender with the Employer for two years.
2. Quotation by fax is **not** acceptable.
3. The quotation should be submitted as per the following instructions and under the attached Contract. The attached Terms and Conditions of Supply are 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 for the entire hiring duration. The duration of hiring – **the vehicle shall be hired for the contract duration of 5 days for Delegation Duty.**
 - b) **EVALUATION OF QUOTATION:**
 - I. The bid will be evaluated as per the following criteria:
 - Financial Offer;
 - Technical Specifications; and
 - Past experiences.
 - II. In evaluating the quotations, the purchaser will determine for each quotation the evaluated price by adjusting the price quotation by making any correction for any arithmetical errors as follows;
 - where there is a discrepancy between amounts in figures and words, the amount in words will govern;
 - where there is a discrepancy between the unit rate and the line-item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted shall govern unless, in the opinion of the Employer, there is a gross misplacement of the decimal point in the unit rate, in which case the line-item total as quoted shall govern, and the unit rate shall be corrected.
 - if the service provider refuses to accept the correction, this quotation will be rejected and the bid security shall be forfeited.

- c) **AWARD OF HIRING SERVICE:** the award will be made to the service provider who is offering the lowest evaluated bid that meets the specifications- **The contract will be awarded to the technically qualified Best Evaluated Bidder for each vehicle required at the convenience of the agency. The successful service provider will sign a contract as per attached form-2 of the contract and terms and conditions of vehicle hire.**
 - d) **VALIDITY OF THE OFFERS:** your quotation(s) shall be valid for 60 days from the deadline for receipt of quotation(s).
4. Depending on the final requirement, the purchaser may increase or decrease the quantities of the vehicles.
 5. The quotation(s) will be opened in the presence of the service provider or their representatives who choose to attend at the specified venue and time.
 6. The Purchaser is not bound to accept the lowest bid and reserves the right to accept or reject any or all the bids without assigning any reason whatsoever.
 7. The service provider whose bid is accepted will be notified through a Letter of Intent after the decision of the Tender Committee. The terms of the accepted offer shall be incorporated in the Letter of Acceptance **form- 4**.
 8. No advance shall be paid to the contractor from the purchaser.
 9. **The drug test of the concerned driver** of the successful bidder shall be submitted along with an acceptance letter.
 10. **Bidding documents are shared on the ACC website www.acc.org.bt, the interested bidder should download them, fill them out, scan them and submit them in hard or soft copy through email.**
 11. **Each page of this bid document should be scanned in colour and submitted if you're submitting through email.**
 12. The payment of the invoice shall be made by the purchaser within (35) days upon submission of the original Invoice and TPN number against the service provided as listed in the requisition order.
 13. The Service Provider shall be required to submit a performance security of lump sum amount of **Nu.25,000.00 (Twenty-Five Thousand only)** the quoted price in the form of a cash warrant, demand draft, bank cheque or unconditional Bank Guarantee issued by a financial institution located in Bhutan, which shall be furnished along with acceptance letter as per Form 2. The performance security shall be valid till the end of the warranty period and will be returned after the end of the warranty period.
 14. Payment of the Invoice shall be arranged by the Purchaser, within thirty (25) days upon submission of the original Invoice and TPN number, against the actual quantities of vehicle as listed in the Order.
 15. The quoted price shall include all taxes, duties, insurance, payment of driver, fuel and maintenance, parking fees and other consumables involved and nothing extra shall be paid.
 16. The Purchaser may, by written notice, terminate the work/supply Order (or Contract if

applicable) in whole or in part at any time for its convenience:

- a. if the Service Provider fails to perform any other Terms and conditions specified with the supply order or exceeds the maximum amount of liquidated damages.
 - b. if the Service Provider fails to perform any other obligation(s) under the supply Order, 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 Purchaser specifying the nature of the default(s), or
 - d. if the Service Provider, in the judgment of the Purchaser, has engaged in any corrupt or fraudulent practices in competing for or in executing the tasks under this Purchase Order; and
 - e. The purchaser may hire any of the cars in case the service provider fails to supply the vehicle within the stipulated time and realizes the difference between the quoted price & market price from the security deposit.
17. A vehicle should be in excellent running condition with minimum basic features. The poor condition of the vehicle will not be hired considering the safety of the passengers.
 18. The hiring charges should include the payment for the driver, meals, accommodation, fuel, maintenance cost, parking fees of the vehicle, other consumables and all related taxes and nothing extra shall be paid.
 19. 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.
 20. In the event of a 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.
 21. The Client shall not be liable for any payment for loss or damage due to accident. The hiring agent shall be held accountable.
 22. The driver should strictly adhere to the road safety laws while driving and any official traveling in the vehicle has the right to remind/object if the driver fails to follow the laws. The driver should be well experienced.
 23. Halt charge will be paid instead of payment per KM when the travel does not involve long distances above 100 km.
 24. The quotation submitted by the hiring agent shall comprise the following:
 - i. A duly completed and signed priced quotation as per the Schedule of Items and the Priced Quotation;
 - ii. A valid Trade License etc.;
 - iii. A valid Tax Clearance Certificate;
 - iv. Bid- securing declaration;
 - v. Valid Vehicle Registration Certificate if available;
 - vi. Valid Driving License of the Driver who will be driving the vehicle if available;
 - vii. Valid Road worthiness certificate of the vehicle if available;
 - viii. Valid vehicle insurance certificate; and
 - ix. Any other requirements specified in the bid document.

Bid-Securing Declaration

Date: _____

IFB No.: _____

To _____

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 14 days of your instruction and failure to do so will automatically exclude us from being eligible for Bidding or submitting a Bid in any contract with the Employer for two years 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; or
- (b) having not accepted the correction of errors in accordance with the Instructions to Bidders; or
- (c) Having been notified of the acceptance of our Bid by the Employer during the period of Bid validity, (i) fail or refuse to furnish the performance security or (ii) fail or refuse to execute the Contract.

We understand this Bid-Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) thirty(30) days after the expiration of our Bid.

Signed: _____

In the capacity of _____

Name: _____

Duly authorized to sign the Bid for and on behalf of _____

Dated on _____ the day of _____ Corporate Seal
(where appropriate)

Affix Legal Stamp

Performance Security If Opting for Submitting in Form of a Bank Guarantee

[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 Hiring Agent]* (hereinafter called "the Hiring Agent") has entered into Contract No. *[insert number]* dated *[insert day and month]*, *[insert year]* with you, for the supply of *[description of Goods and related 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 Hiring Agent, 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 Hiring Agent 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 is to be presented to us before the expiry of the Guarantee.

[Signatures of authorized representatives of the bank and the hiring Agent]

Contract Agreement

[The successful Bidder shall fill in this form in accordance with the instructions indicated]

THIS CONTRACT AGREEMENT was made on the *[9th]* day of *[April]*, *[2024]*, BETWEEN

- (1) *[Anti-Corruption Commission]*, an Autonomous Agency incorporated under the laws of *Bhutan* and having its principal place of business at *[Kawajangsa]* (hereinafter called “the Purchaser”), and
- (2) *[Hiring Agent Name]*, a corporation incorporated under the laws of Kingdom of Bhutan and having its principal place of business at *[Thimphu]* (hereinafter called “the Hiring Agent”).

WHEREAS the Purchaser invited Bids for certain Goods and ancillary services, viz., *[Hiring of SUV cars]* and has accepted a Bid by the Hiring Agent for the supply of those Goods and Services in the sum of *[* _____ *]* (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 Purchaser and the Hiring Agent, and each shall be read and construed as an integral part of the Contract, viz.:
 - (a) This Contract Agreement;
 - (b) Terms and Conditions;
 - (c) Technical Requirements (if available);
 - (e) The agent’s Bid and original Price Schedules;
 - (f) The Purchaser’s Notification of Award of Contract;
 - (g) The form of Performance Security;
 - (h) *[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 Purchaser to the agent as hereinafter mentioned, the Hiring Agent hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

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5. The Purchaser hereby covenants to pay the Hiring Agent in consideration of the provision of the Goods and Related 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 Purchaser
Signed: *[Tashi Wangchuk]*
in the capacity of *[Head, Secretariat Services]*

in the presence of *[Mitshi Dorji]*
[Offtg. Procurement]

For and on behalf of the Hiring Agent

Signed:
in the capacity of []

in the presence of [] *[Driver*
for the Hiring Agent]

[Use Letter Head format of Hiring Agent]

(Sample Letter of Acceptance)

Ref. No.

Date:

The Head, Secretariat Services
Anti-Corruption Commission
Kawajansa, Thimphu

Subject: Hiring of Coaster Bus and SUV Cars

Dear Sir,

This is in response to your Letter of Intent (**LoI ref. no. INSERT**) Notification of Award for the award of contract work for "Hiring of SUV Vehicles" at the rate of (**Insert Awarded Rate**).

We hereby certify that we have read the entire terms and conditions of the tender documents including all Annexure/schedules etc. which form part of the contract and I shall abide here by the terms, conditions and clauses contained therein.

As per your instruction, I am hereby attaching the (**Insert Bank Name**) Bank Guarantee/Demand Draft/Cash Warrant/Cheque Ref, No. (**Insert ref. NO.**) amounting to Nu. (**Insert Amount in figures**) (**Insert Amount in Words**) as a Performance Security for the above-mentioned contract and Drug Test Report of the drivers.

Therefore, I unconditionally accept the conditions of the above-mentioned bid documents in totality and any other requirements mentioned in LoI or will fulfil any other requisites as per the desire of the ACC during the contract execution phase.

Yours faithfully,

Signed _____
(Name/Designation/Seal of Authorized Personnel of the Hiring Agent)