
STANDARD BIDDING DOCUMENT

Procurement of Goods and Services



**Dzongkhag Administration
LHUMENTSE**

Preface

This Standard Bidding Document for the Procurement of Goods has been prepared by the Public Procurement Policy Division (PPPD), Ministry of Finance to be used for the Procurement of Goods 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.

The instructions in italics and footnotes provided are for guidance and are not part of the document therefore it should be removed while preparing the bid document.

Those wishing to submit comments or questions on this Bidding Document or to obtain additional information on procurement can contact:

**Dzongkhag Administration
Lhuentse: Bhutan
Telephone No# +975-4-545222
Email ID; wnorbu@lhuentse.gov.bt**

Request for Quotation:

Package Identification- Supply of Vehicle Hiring for the Fiscal Year 2023-2024

Procuring Agency:

**DZONGKHAG ADMINISTRATION
LHUE NTSE**

6th September 2023**Invitation for Quotation (IFQ)**Project title: **Vehicle hiring for the FY 2023-2024.**Source of Funding: **Royal Government of Bhutan (RGoB)**

Dear Sir/Madam,

1. You are invited to submit your priced bid for the:
Vehicle Hiring for the fiscal year 2023-2024 on a framework contract basis
(Information on items are attached separately)
2. The bidder(s) must quote for **all the lot items** under this invitation. Price quotations will be **evaluated as per the evaluation criteria furnished below.**
 - a)** The bid will be evaluated Lot-wise. (*Lot 1- Tripper/ Truck, Lot 2- Eicher DCM, Lot 3- Single Cabin Bolero, and Lot 4- Double Cabin Bolero.*).
 - b)** The rate per km, one-day rate, and half-day rate shall be evaluated items wise.
 - c)** All the locations in the lot should be quoted and failing to do so will lead to rejection of bids.
 - d)** The contract will be awarded to the bidders who quote lowest in lot wise ; (Lot wise)
3. The bidder(s) shall submit one original of the priced quotation with the Form of Bid and clearly marked **ORIGINAL**. In addition, the bidder(s) should also submit one copy marked as **COPY**. The bids shall be delivered in seal envelopes to the appropriate addressee and shall be marked “Confidential”. A “sealed envelope” shall mean that:
 - i. A bid shall be contained in an inner envelope sealed with adhesive or other sealant, which will prevent re-opening;
 - ii. The inner envelope shall be signed across the seal. The name of the bidder shall be written on the inner envelope.
 - iii. The inner envelope shall be placed inside a further outer envelope similarly sealed. On this outer envelope, only the addressee, the word “Confidential”, and any other relevant information in accordance with the bidding documents shall appear.
 - iv. Your quotation in the required format should be addressed and submitted to:

**Chairperson
Dzongkhag Tender Committee
Lhuentse**

5. The deadline for receipt of your quotation(s) by the purchaser at the indicated address is **12th September 2023, on or before 10:00 AM (Bhutan Time), and will be opened on the same date at 10:30 AM (Bhutan Time) at DASHO DZONGRUB CHAMBER.**
6. The bid shall be accompanied by a lump sum bid security of **Nu. 30,000.00 (Ngultrum: Thirty Thousand) only** in the form of an Unconditional Guarantee issued by a reputed financial institutions or Cash Warrant or Demand Draft Account Payee addressing **Chairman, Dzongkhag Tender Committee, Dzongkhag Administration, Lhuentse** for a validity period of **60** days. Any bid not accompanied by bid security shall be treated as non-responsive to Invitation for Quotation and will be rejected without seeking further explanation.
7. Quotation by fax or by electronic means **is not** acceptable.
8. **Bidders have to fill up the Price Schedule Forms in the original sheet provided by the Dzongkhag Administration without using extra forms or sheets.**
9. The quotation should be submitted as per the following instructions and in accordance with 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 until the end of the contract period.
 - b) **EVALUATION OF QUOTATION:** offers determined to be substantially responsive to the technical specifications will be evaluated by comparison of their quoted prices. 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;
 - (iii) Where there is a discrepancy between amounts in figures and in words, the amount in words will govern;

-
- (ii) where there is 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 an obviously 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.
- (iii) if the supplier refuses to accept the correction, this quotation will be rejected and the bid security shall be forfeited.
- c) **AWARD OF PURCHASE ORDER:** The award will be made to the bidder who is offering the lowest evaluated price that meets the specifications. The successful bidder will sign a contract as per the attached form of contract and terms and conditions of supply.
- d) **VALIDITY OF THE OFFERS:** Your quotation(s) shall be valid for a period till 30 September 2024 from the deadline for receipt of quotation(s).
- e) Further information can be obtained from: the **Dzongkhag Procurement Office, Dzongkhag Administration, Lhuentse.**
10. The quotation(s) will be opened in the presence of bidders or their representatives who choose to attend at the specified venue and time. The **Power of Attorney** letter shall be asked if representatives other than the legal owner attend the bid opening.
11. 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.
12. The bidder whose bid is accepted will be notified of the award of contract by the purchaser prior to expiration of the bid validity period. The terms of the accepted offer shall be incorporated in the supply order.
13. The lump sum amount of **Nu. 30,000.00 (Ngultrum: Thirty Thousand) only** shall be retained as security deposit with the Dzongkhag Administration and paid at the end of the contract period. The validity of security deposit should be one year.

Schedule of Items and Priced Quotation (bid form) for FY 2023-2024.

Bidders have to fill up the Bid Forms in original provided by the Dzongkhag Procurement Office without using extra forms or sheets.

Sl. No	Vehicle type	Rate per Km (Only one way shall be provided)	Rate Per Day	Half day rate
1	Tripper/ Truck		<i>NA (no need to quote)</i>	<i>Na (no need to quoted)</i>
2	DCM Eicher			
3	Single Cabin bolero			
4	Double cabin bolero			

Vehicle hiring price schedule for FY 2023-2024 (quote for lump sum charges)

From	To	Truck/ Tripper	DCM rate per km	Single cabin bolero	Double cabin bolero
Lhuentse	Kurtoe Gewog Centre				
Gewog centre	Chakzom				
Gewog centre	Jasabi				
Gewog centre	Tabi				
Gewog centre	Thunpay				
Gewog centre	Chusa				
Lhuentse	Gangzor Gewog Centre				
Gewog Center	Ney Zhisar				
Gewog Center	Ney				
Gewog Center	Tsholing				
Gewog Center	Lingabee				
Gewog Center	Lekpa				
Gewog Center	Thimyul Nagtshang				
Gewog Center	Namseygang				
Gewog Center	Somshing				
Gewog Center	Magar				

Gewog Center	Kilung				
Gewog Center	Rotpa				
Gewog Center	Thrima				
Gewog Center	Shawa				
Gewog Center	Zhamling				
Gewog Center	Khowchung				
Gewog Center	Jangchubling				
Gewog Center	Tausang Goenpa				
Gewog Center	Tongling				
Gewog Center	Amtse				
Gewog Center	Nimshong				
Gewog Center	Jang				
Gewog Center	Ngar				
Gewog Center	Denkaling				
Gewog Center	Phatala				
Gewog Center	Tazibar				
Gewog Center	Gangzur				
Gewog Center	Yurbee				
Gewog Center	Yodra Goenpa				
Lhuentse	Maenbi Gewog centre				
Manbi Gewog Centre	Murmo				
Manbi Gewog Centre	Nyuenmaling				
Manbi Gewog Centre	Dromashong				
Manbi Gewog Centre	Nangrongbi				
Lhuentse	Minjey Gewog Centre				
Lhuentse	Tshenkhar Gewog Centre				
Gewog Centre	Bangtsho				
Gewog Centre	Dekaling				
Gewog Centre	Guemdrang				
Gewog centre	Tshenchola				

Gewog Centre	Changchang				
Gewog Centre	Gorgan				
Lhuentse	Jarey Gewog Centre				
Lhuentse	Zangkhar				
Lhuentse	Changkhal				
Autsho	Jarey Gewog Center				
Autsho	Zangkhar				
Jarey Gewog Center	Zangkhar				
Jarey Gewog Center	Changkhal				
Jarey Gewog Center	Jarey Nagtshang				
Jarey Gewog Center	Yumche				
Jarey Gewog Center	Pam				
Jarey Gewog Center	Artobi				
Lhuentse	Maedtsho Gewog Centre				
Gewog Centre	Onger chiwog				
Gewog Centre	Zhongmey				
Gewog Centre	Tshochen				
Gewog Centre	Gorgan				
Lhuentse	Khoma Gewog Centre				
Gewog Centre	Ganglakhama				
Gewog Centre	Pangkhar				
Gewog Centre	Ganpakhap				
Gewog Centre	Kamtshong				
Gewog Centre	Drakten Ngalumdung				
Gewog Centre	Khedung				
Gewog Centre	Khoma Dung				
Lhuentse	Minjey Gewog				
Gewog Center	Zham				
Gewog centre	Budur				

Gewog Center	chengling				
Gewog Center	Bragong				
Gewog Center	Jalang				
Gewog Center	Tongling				
Gewog Center	Kupinyelsa				

Contract Duration	<i>Till 30th September 2024 from the date of contact signing agreement</i>
Warranty ProvidedN/A.....

Signature of Supplier/Contractor	Supplier's Official Stamp
Name of Supplier/Contractor	
Date	

Specification of the Services Required

SI	Item	Specifications
1	Vehicle Hiring on framework contract basis for the year 2023-2024	1. Refer Terms & Condition of the Vehicle Hiring.

Documents required to be submitted as part of the Quotation

The original and *copy (ies)* of quotation submitted by the supplier shall comprise the following:

- (a) A duly completed and signed priced quotation as per the Schedule of Items and the Priced Quotation (**Item Form**);
- (b) A copy of a valid Hiring License;
- (c) A copy of a valid Tax Clearance Certificate;
- (d) The Original Bid security (sum of Nu.30000.00 (Thirty Thousand Only)
- (e) ***Bidders should submit at least one blue book copy of one heavy/medium vehicle and one light vehicle's during bid submission and the model should be 2015 and above.***
- (f) Power of attorney letter if the bid is signed other than the proprietor himself/herself to ensure the legality of the bidding process.
- (g) Any other requirements specified in this document

Scopes of Services

- 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.
- The service provider shall be required to submit a lump sum performance security of Nu.30, 000.00 in the form of a cash warrant, demand draft or unconditional Bank Guarantee issued by a financial institution located in Bhutan, which shall be furnished upon signing the contract. The performance security shall be valid till the end of the contract period and will be returned after the end of the contract period. The performance security form is included in Form 3.
- 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.
- The Procuring Agency reserves the right to monitor the rates regularly.
- 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.
- 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.
- The service provider must be responsible and ensure the vehicle given for hire is always in good condition.
- A required number of staff shall be deployed to deliver the services efficiently.

-
- The service provider must ensure that the designated driver is able to produce a valid license and relevant documents at all times of the hiring period.
 - 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;
 - 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 realizes the difference between the quoted price & and market price from the performance security.
 - 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.
 - The service provider shall be liable to pay the applicable TDS for all the services provided to the Procuring agency.
 - The procuring agency may, by written notice, terminate the Contract in whole or in part at any time for its convenience:
 1. If the service provider fails to perform any other Scope of services/any other obligation specified in the contract.
 2. if the service provider fails to perform any other obligation(s) under the contract, or
 3. 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
 4. 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
 - 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.
 - 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
 - If no bid is received by the procuring agency or the bid received is abnormally high/abnormally low compared to the market price, the agency may decide to cancel the award and proceed as per the clauses of PRR
 - 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 0.05% (per day) of the value of the work 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.

TERMS AND CONDITIONS FOR HIRING OF VEHICLES
The Terms and Conditions hereinafter may only be varied with the written agreement of the Purchaser and no terms and conditions put forward at any time by the Supplier shall form any part of the Contract.

1. All vehicle models should be from the **year 2015** and above and must be in excellent running condition.
2. Applicability of Rate
 - a. *The rates Per KM shall apply if the vehicle is used for more than 75 KM in a day*
 - b. *The Lump sum rates (per day, half day and lump sum charges) shall apply if the vehicle is used for less than 75 KM in a day.*
 - c. *One way rates shall be applicable irrespective of hiring any type of vehicles to drop the consignment.*
 - d. *The Procuring Agency shall be deemed to mention precisely in the work order the applicability of the rates for to and fro.*
 - e. *Advance payment for the hiring shall be released as per the genuine need of the transporter recommended by the head of the Agency.*
 - f. *No halt charges shall be paid if the procuring agency hiring per day or lump sum unless there are roadblocks or other calamities declared by RSTA or the Department of Roads.*
 - g. *No payment shall be made when the vehicle is under repair and maintenance.*
3. Evaluation of the bids shall be lot-wise, backed by a valid Registration Certificate of all the Vehicles. Non- submission of Registration Certificates shall be treated as non-responsive.
4. The Bidder shall maintain a log book of the vehicle in which the kilometer reading and working hours of a vehicle shall be recorded on a daily basis. Such record shall be jointly signed by the authorized representative of the Bidder and the Procuring Agency's official on a daily basis
5. The Bidder shall have adequate insurance coverage of the vehicle and/or its driver as per applicable laws of the country. The Procuring Agency's shall not be liable for any compensation in case of accidents.
6. The deduction of taxes or recoveries if any shall be directly made as per the existing rules from the bills submitted.
7. The Bidder must submit a sum Performance Security payment amount of **Nu. 30,000 (Thirty Thousand Only)** in the form of a cash warrant, demand draft, or unconditional

-
- Bank Guarantee from the reputed financial institution located in Bhutan which shall be furnished upon signing the contract.
8. The hiring of vehicle contract agreement shall be valid for the period of one year with effect from 1st October 2023 to 30th September 2024.
 9. Bill payment shall be arranged by the respective Procuring Agency within fifteen (15) days upon submission of the original Invoice along with the logbook and Taxpayer Number against the Work Order.
 10. The quoted price shall include all taxes, duties, insurance, payment and lodging of driver, fueling, maintenance and any parking fees and other costs involved and nothing extra shall be paid.
 11. Any goods found damaged during the transaction period shall be replaced or repaired by the transporter at his own cost. If the transporter fails to rectify or replace the damaged goods, the amount shall be deductible from the Performance Security deposited or from Transportation charges.
 12. The Transporter shall pay liquidated damages at the rate of 0.05% per day for each day of delay to a maximum of 10% of the bill amount. If hiring agency fails to arrange the vehicle as per work order.
 13. ***The LD shall not be imposed if the hiring agency arranges the vehicle within 10 working days. However, the Procuring agency will impose LD 0.05% per day after 10 working days till 30th working days. Nevertheless, if he/she fails to deploy their vehicle within 30 days the firm will be terminated as per the procurement norms and performance security will be forfeited.***
 14. The Employer may, by written notice, terminate the work Order (or Contract if applicable) in whole or in part at any time for its convenience:
 - a. if the Transporter fails to perform any other Terms and conditions specified with the Work Order or exceeds the maximum amount of liquidated damages.
 - b. if the Transporter fails to perform any other obligation(s) under the work order, or
 - c. if the Transporter 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 Transporter, in the judgment of the Purchaser, has engaged in any corrupt or fraudulent practices in competing for or in executing the tasks under this Work Order; and
 15. The Transporter shall provide the warranty, as stipulated in the Quotation document, for the goods to be supplied and confirm that if any faults are detected within the warranty period in the supplied/installed goods, the Transporter shall be bound to rectify the fault or replace the goods as the case may be. The security deposit shall be used to cover the cost of supplies not delivered or defective items not replaced or rectified.

-
16. In the event of a vehicle breakdown, the owner should arrange an equivalent vehicle within 12 hours to avoid unnecessary delays in work.
 17. The Employer may hire the vehicles from the market in case the Transporter fails to provide services within the stipulated time and realizes the difference amount between the quoted price & and the market price from the security deposit.
 18. The Driver should strictly adhere to the road safety laws while driving and any official travelling in the vehicle has the right to remind or object if the driver fails to follow the laws. The driver should be well experienced with an authorized driving license.
 19. The morning time commences from 8: a.m. - 5:00 p.m. for the one-day hiring vehicle
 20. Dzongkhag Tender Committee's decision shall be final and binding

Contract Agreement

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

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

BETWEEN

- (1) Dzongkhag Administration, Lhuentse, a Government of Bhutan, and having its principal place of business at Lhuentse (hereinafter called "the Purchaser"), and
- (2) *[insert name of Supplier.....]*, a corporation incorporated under the laws of *[insert: country of Supplier.....]* and having its principal place of business at *[insert: address of Supplier.....]* (hereinafter called "the Supplier").

WHEREAS the Purchaser invited Bids for certain Goods and ancillary services, viz., *[insert brief description of Goods and Services.....]* and has accepted a Bid by the Supplier for the supply of those Goods and Services 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 Purchaser and the Supplier, 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 (including Schedule of Supply and Technical Specifications); (**List of items**)
 - (e) The Original Supplier's Bid Bid security
 - (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 Supplier as hereinafter mentioned, the Supplier 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.

5. The Purchaser hereby covenants to pay the Supplier 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:.....
in the capacity of.....

in the presence of
in the capacity of.....

For and on behalf of the Supplier

Signed:
in the capacity of.....

in the presence of.....
Witness.....

Bid Security (Bank Guarantee)

[The Bank shall fill in this Bank Guarantee Form in accordance with the instructions indicated.]

.....
[insert Bank's Name, and Address of Issuing Branch or Office]

Beneficiary: *[Name and Address of Purchaser]*

Date:

BID GUARANTEE No.:

We have been informed that *[insert name of the Bidder]* (hereinafter called "the Bidder") has submitted to you its Bid dated (hereinafter called "the Bid") for the execution of *[insert name of Contract]* under Invitation for Bids No. *[insert IFB number]* ("the IFB").

Furthermore, we understand that, according to your conditions, Bids must be supported by a Bid Guarantee.

At the request of the Bidder, we *[insert name of Bank]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[insert amount in figures]* (*[insert amount in words]*) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the Bid conditions, because the Bidder:

- (a) has withdrawn its Bid during the period of Bid validity specified by the Bidder in the Form of Bid; or
- (b) having been notified of the acceptance of its Bid by the Purchaser during the period of Bid validity, (i) fails or refuses to execute the Contract Form; or (ii) fails or refuses to furnish the Performance Security, if required, in accordance with the Instructions to Bidders.

This guarantee will expire: (a) if the Bidder is the successful Bidder, upon our receipt of copies of the contract signed by the Bidder and the Performance Security issued to you upon the instruction of the Bidder; or (b) if the Bidder is not the successful Bidder, upon the earlier of

(i) our receipt of a copy of your notification to the Bidder of the name of the successful Bidder; or (ii) twenty-eight days after the expiration of the Bidder's Bid.

Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

[signature(s)]

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 Supplier]* (hereinafter called "the Supplier") 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 Supplier, we hereby irrevocably undertake to pay you any sum(s) not exceeding *[insert amount(s)]¹ in figures and words* upon receipt by us of your first demand in writing declaring the Supplier 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]*,² 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 Supplier]