**NATIONAL BIODIVERSITY CENTRE,**

**SERBITHANG, MoAFs**

**HIRING OF VEHICLES FOR FISCAL YEAR**

**2018-2019.**

1. All vehicles 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.
2. One sealed original and one sealed copy of the document should be submitted.
3. Valid license and tax clearance certificate should be submitted.
4. Rate should be quoted against the type of car mentioned in the quotation.
5. The number of vehicles to be hired, hiring duration and time frame will depend on the field work plan. However, services provider should take the hiring duration (given in the work order) as tentative, due to unforeseen field condition. [Note: - Sometime the duration of trip might deviate+ - few days from the duration required in the work order].
6. The owner of the vehicle should quote rental charge on **Kilometer basis** including the rate for travel below 100 Km per day/ halt charge and should be valid for a period mentioned on the letter of award.
7. The Successful bidder should provide an experienced driver having a valid driving license.
8. Driver should ensure proper protection of belongings of staff/office both from the rain and dust.
9. The driver should get the initial reading of the day verified by the officials on duty everyday as per the format provided by the NBC.
10. Driver should manage his lodging on his own expenses.
11. The NBC Management will hire the vehicle on **AS AND WHEN REQUIRED BASIS.**
12. The successful bidder shall make vehicle available when asked for by the Management.
13. No Compliant will be entertained by the Management if the lowest Bidder fails to make the vehicle available when required.
14. The Earnest Money of the Successful bidder will be retained with this office for a required period of time.
15. Rate(s) may be quoted in the enclosed format.
16. The last date for submission of tender is on **10/07/2018** on/before **11 am** and it will open on the same day at **11:30am.**
17. Failing to abide by the above terms and condition would result in forfeiting the EMD and performance security, and the Organization reserves the right to hire from other party/bidder at the same/lower rate quoted by the first bidder or may terminate the contract
18. **Criteria for Qualification forBids**
19. Requirements in section A above has to be fulfilled
20. **Modality of Executing the Contract**

The contract duration shall be mentioned on the letter of award and on the contract agreement.

**C. Submission of Bids**

The completed bid must be submitted in the sealed envelope addressed to the Program Director, National Biodiversity Centre, Serbithnag, MoAF,asperthetimeanddatementioned. The bid shall comprise thefollowing:

1. Dully filled and signed integrity pact
2. Copy of Trade License for Hiring of car
3. Copy of Tax Clearance Certificate
4. Bid Security
5. **Earnest Money and Performance Security**

The sealed bid must be submitted along with the earnest money/bid security in the amount of Nu.10,000.00 (Ten Thousand) only in the form of Demand Draft/Bank Guarantee in favor of the Program Director, National Biodiversity Centre,Serbithang.

1. **Bid Validity**

Shall be reflected on letter of award later.

**GENERAL TERMS AND CONDITION**

All the clauses under standard Bidding Document, Procurement of Goods/Services of the Royal government of Bhutan Released in April 2009and related amendments shall apply. The clauses given below shall just supplement

**ARTICLE - 1 (Vehicle)**

**Section 1.1**

Should it become necessary for the vehicle to be replaced due to problems associated with

Vehicle breakdown or other reasons, the bidder shall immediately provide replacement which is of same or better quality failing which the Management reserves the right to deduct double the rates (halt charges) per day from the fill bill payment or hire an equivalent vehicle for Hiring agencies and the difference in heartrates shall be recovered from the bidder.

**Section 1.2**

Once the work order is awarded, the vehicles to be deployed for hiring must be brought to NBC

Office for inspection by concerned staff of the Centre or any officer assigned with the task.

It is noted that the vehicle will be used for plying on rough (farm roads, feeder roads and forest roads) and once the work is awarded, no grievance and refusal will be entertained on those grounds.

**Section 1.3**

It will be the responsibility of the bidder to fuel and ensure timely servicing of vehicles. The official on duty will not be responsible for fueling of vehicles during hiring period and such requests by the drivers will not be entertained.

**ARTICLE — 2 (Services)**

**Section 2.1**

The bidder shall ensure that the vehicle along with the driver is available for duty at all times as required by the client irrespective of holidays and weekends. The drivers should possess etiquette and behavior acceptable to the Government agency. The drivers should not indulge in drugs/Alcohol/gambling or any malpractice that would affect the smooth conduct of field work and official duties.

**Section 2.2**

The bidder shall ensure that if the driver is not able to attend his/her duty due to reasons of illness or domestic problems, shall immediately arrange replacement of driver so that the progress of the field work is not hampered. Failing which the Management will hire a driver at bidder’s cost.

**Section 2.3**

Theft, confiscation or impounding of vehicles and any fine/penalty, if imposed due to drivers’

actions or negligence thereof, shall be the liability of the bidder.

**ARTICLE — 3 (Payments)**

The client shall pay to the bidder in respect of the charges for vehicle hire as set out in the

Contract Agreement provided that total payment shall not exceed the respective amount specified in the agreement. The hire charge during the transit period shall not be paid i.e. travel from Owner’s garage to NBC and back to the owner’s garage.

**ARTICLE – 4 (Indemnity and insurance)**

**Section 4.1**

The client undertakes no responsibility in respect of the vehicle for any loss or damages as result

of accident or others that may occur during the period covered under this contract.

**Section 4.2**

The bidder shall be fully responsible for any cost related to insurance and taxes during the

contract period.

**ARTICLE - 5 (Settlement of disputes)**

**Section 5.1**

Any disputes of difference arising out of this contract or in connection with this contract which

cannot be settled between the parties shall be referred to the Tender Committee of the National

Biodiversity Centre.

**ARTICLE - 6 (Deduction/Recoveries)**

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

the bills submitted.

**ARTICLE -7 (Working time)**

**Section 7.1**

The time will start early in the morning and may continue late in the evening as per work

demands and the movement of the vehicle during the hired period shall be governed by the

officials on duty.

**Section 7.2**

During non-working hours (when vehicle service is not required), and at night the vehicle shall

be parked at a designated place fixed by the officer on duty. Should the need arise for the driver

to make personal travel, he should inform the officials on duty.

**ARTICLE - 8 (Maintenance of log book)**

A kilometre log sheet shall be controlled and verified by the officer on duty on daily basis. The bidder is advised to provide the drivers with a standard printed format in advance.

**ARTICLE - 9 (Signing of agreement)**

The successful bidder shall sign a Contract Agreement with the Centre within 15 working days

from the date of notification of award. Failing to do so will result in forfeiture of the bid security

and the contract shall be awarded to next eligible bidder. .

**INTEGRITY PACT**

**1. GENERAL**

Whereas (Name of head of procuring agency or his/her authorized representative, with power of attorney) representing the (Name of Procuring Agency), Royal Government of Bhutan, hereinafter referred to as the "Employer" on one part, and (Name of the bidder or his/her authorized representative, with power of attorney) representing M/s (Name of the Firm), hereinafter referred to as the "Bidder" on the other part hereby execute this agreement as follows:

This agreement shall be a part of the standard bidding document, which shall be signed by both

the parties at the time of purchase of bidding documents and submitted along with the tender

document. This IP is applicable only to "Large" scale works, goods and services, the threshold

of which will be announced by the Government from time to time.

**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 dealing in the bidding process and

contract administration, with a view to:

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

Enabling Bidders to abstains 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**. **Commitment of the Employer:**

The validity of this IP shall cover the bidding process and contract administration period.

The Employer commits itself to the following:

3.1 The Employer hereby undertakes that no officials of the Employer, connected directly or indirectly with the contact, 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 advantage from the bidder, either for themselves or for any person, organization or third party related to the contract in exchange for any advantage in the bidding process and contract administration

3.2 The Employer further confirms that its officials shall not favor any prospective bidder in any form that could afford and undue advantage to that particular bidder in the bidding process and contract administration and will treat all bidders alike.

3.3 Officials of the Employer, who may have observed or noticed or have responsible suspicion shall report to the Head of the employer agency or appropriate government office for any violation or attempted violation of Clauses 3.1 and 3.2.

Following report on violation of Clauses 3.1 and 3.2 by Official (s), through any source, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceeding shall be initiated by the Employer and such as person shall be debarred from further dealings related to the bidding process and contract administration.

1. **Commitment of Bidders**

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

* 1. The Bidder shall not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favor of any materials of 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 contact administration, or to any person, organization or third party related to the contact in exchange for any advantage in the bidding process and contract administration.
  2. The bidder shall not collude with other parties interested in the contract to manipulate in whatsoever from or manner, the bidding process and contract administration.

If the Bidder(s) have observed or noticed or have responsible suspicion that the provision of the IP have been violate by the procuring agency or other bidders, bidder shall report such violations to the head of the procuring agency.

1. **Sanctions for Violation**

The breach of the IP or commission of any offence (forgery, providing false information, misrepresentation, providing false/fake documents bid rigging, bid steering or coercion) by the leader, or anyone 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 Debarment rules.

The breach of the IP or commission of any offence by the officials of the procuring agency shall be dealt with as per the rule and laws of the land in vogue.

1. **Monitoring and Administration** 
   1. The respective procuring agency shall be responsible for administration and monitoring of the IP as per the relevant laws.
   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 (place)………………………………………...on date

Official Seal Affix Legal Stamp

EMPLOYER BIDDER/RESPRESENTATIVE

CID CID

Witness: Witness:

Name: Name:

## 

## 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) *[insert complete name of Purchaser]*, 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 Purchaser]* (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) The Supplier’s Bid and original Price Schedules;

(d) The Purchaser’s Notification of Award of Contract;

(e) *[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: *[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 Supplier

Signed: *[insert signature of authorized representative(s) of the Supplier]*

in the capacity of *[insert title or other appropriate designation]*

in the presence of *[insert signature]*

*[insert identification of official witness]*

**List of Vehicles for Hire**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Sl.No** | **Vehicle type** | **Rate per km** | **Rate below 100 Km** | **Remarks** |
| **1** | **Land Cruiser** |  |  |  |
| **2** | **Prado** |  |  |  |
| **3** | **Santa Fe** |  |  |  |
| **4** | **Hilux** |  |  |  |
| **5** | **Hiace Bus (10 seaters)** |  |  |  |
| **6** | **Tucson** |  |  |  |
| **7** | **Truck** |  |  |  |
| **8** | **DCM** |  |  |  |
| **9** | **Coaster Bus** |  |  |  |