



JSWLAW/3/1/2018-2019/641

Date:- 15th April 2019

NOTICE INVITING QUOTATION.

JSW School of Law, Taba invites sealed quotation from Bhutanese vehicle owners and hiring agency firms for hiring of the following.

Sl.No	Type of Vehicle	Nos	Period of Hiring	Location
1	Toyota Hilux	1	12 months	Pangbisa Paro
2	SUV	As and when required		

Interested Bidders may obtain the complete set of Bidding documents from our webpage (www.jswlaw.bt) with effect from 17th April 2019. **Bids must be submitted on 15th May 2019 before 11 AM and will be opened on same day at 1430 Hrs.**

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SECTION II – INSTRUCTION TO BIDDERS

ITB 1.B Scope

ITB.1.1. JSW School of Law, Thimphu invites sealed quotation from Bhutanese vehicle owners and hiring agency firm for hiring of following vehicle.

Sl.No	Type of Vehicle	Nos.	Period Hiring	Location
1	Hilux	1	12 months	Pangbisa, Paro
2	SUV	Will hire as an when required		

ITB.1.2. The detailed Scope and responsibilities of the bidders are detailed at Section –III. Terms and Condition of the Bidding Documents.

ITB.2. **Bidding Documents**

ITB.2.1. The Scope of work, bidding procedures, terms and condition are prescribed in the Bidding Documents. The set of bidding documents issued for the purpose of bidding includes the section stated below together with any addendum/amendment to be issued.

Section I	Notice Inviting Quotation
Section II	Instruction of Bidders
Section III	Terms and condition
Section IV	Annexure
	Annexure –I- Price Schedule
	Annexure –II- Contract Agreement

ITB.2.2. The Bidding documents can be downloaded from our web page and **should register themselves by intimating the above office, its intention to submit the Bid via procurement@jswlaw.bt (17702846)**

ITB.2.3. No request for sending the Bidding Documents by telex/telegram/email/fax Services shall be entertained.

ITB.2.4. The Bidders are expected to examine all instructions, terms and conditions, and other information in the Bidding documents. Bidders shall be deemed to have carefully examined the Bidding Documents and also to have satisfied himself as to the nature character and scope. Failure to furnish all information and documents required as per 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 Bidders 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, JSW Law may amend the Bidding Documents by issuing an addendum/amendment. This may be done either on JSW Law's own initiative or in response to clarification requests from any prospective Bidders who have purchased the Bid Documents or those who have registered themselves after having downloaded the Bidding 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 this Bid and JSW Law 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. II Bids not accompanied by the requisite bid security or Bids accompanied by bid security of inadequate value, shall not be entertained:
- b. Copies of the citizenship Identity Card of the owner and the driver proposed.
- c. A copy of valid vehicle registration certificate and fitness certificate.
- d. A copy of valid driving license of the driver proposed.
- e. A copy of valid insurance policy document.

ITB.8. Bid Prices

ITB.8.1. The hire charges of the vehicle shall be paid on monthly basis as follows:

The Bidders shall quote the rate in Nu. per km for mileage for the actual running of the vehicle.

ITB.8.2. The Bid Price shall be inclusive of all Taxes. 2% TDS for Car Rental License holder and 5% TDS for individual license holder shall be deducted from the Gross Bill of every month.

ITB.9. **Currencies of Bid**

ITB.9.1 The Bidder in Ngultrum shall quote the unit rates and prices only.

ITB.10. **Period of Validity of Bids.**

ITB.10.1. Bids shall remain valid for a period of **60 days** from the bid closing date or extension, if any.

ITB.11. **Bid Security**

ITB.11.1. The Bidder shall furnish, as part of its Bid, a Bid Security in original form for an amount equivalent to Nu. 5000.00 (Five thousand) in the form of Demand Draft/Banker's Cheque/Cash Warrant issued by any Bank in Bhutan in **favour of: Dean, JSW School of Law, Taba, Thimphu.**

ITB.11.2. The Bid Security shall be valid for period of (60) days from the closing date or extension, if any.

ITB.11.3. Any Bid not accompanied by adequate Bid Security shall be rejected by JSW Law as non-responsive.

ITB.11.4. 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.11.5. 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. Of the successful Bidder fails to sign the Contract.

ITB.12. **Submission of Bids**

ITB.12.1. Bids shall be delivered by hand, courier or registered post so as to reach JSW Law at the address specified below.

The Dean,
JSW School of Law
Post box No 1533

Phone No. 02-365305

Fax No. 02-365352

Bids submitted by telex/telegram/fax/e-mail shall not be considered under any circumstance. JSW Law shall not be responsible for any delay in receipt of the Bid sent by post or courier.

ITB.12.2. Bids are to be submitted in a single closed cover envelop 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 Bids on behalf of the Bidders.

ITB.12.3. If the envelopes are not sealed and marked as above, JSW Law shall assume no responsibility for the misplacement or premature opening of the Bids.

ITB.13. **Deadline for Submission of Bids**

ITB.13.1. **Bid submission date & Time: On or before 15th May , 1100 hrs**
Opening date & Time: 15th May 2019, 1430 hrs.

ITB.13.2. JSW Law 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 obligation of JSW Law 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 JSW Law, 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 of 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 JSW School of Law 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 Bidders or their authorized representative 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 particular 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.16.2. 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.16.3. Cover envelopes of all other Bids shall opened one at a time. Bid not accompanied by requisite Bid security, and Integrity Pact Statement will be rejected and returned to the Bidder.
- ITB.16.4. The following information shall be publicly announced during the Bid opening for the Bidders to note:
- a. The name of the Bidders
 - b. The presence or absence of Bid security and its amount:
 - c. The total price offered;
 - d. Discount offered, if any
 - e. Such other details as JSW Law may consider appropriate.
- ITB.16.5. JSW School of Law 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 discount and alternative offers”
 - e. The presence or absent of Bid Security and, if present, its amount
 - f. The name of each Bidder:
 - g. The name and signature of attendees at the Bid opening and name of the Bidders they represent (if any)

- h. Details of any complaint or other comments made by attendees/representative attending the Bid opening, including the name and signature of the attendees/representative making the complaint(s) and/ or comment(s): and
- i. The name, designation and signature of the members of the Bid Opening Committee.

ITB.16.6. The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's representative's 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 JSW Law on any matter related to its Bid from the time of the opening of the Bid to the time the Contract award decisions may result in the rejection of its Bid.

ITB.17.3. All documents, correspondence, decision 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 person.

ITB.18. **Clarification of Bids**

ITB.18.1. To assist in the examination, evaluation, comparison and qualification of the Bids, JSW Law 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 JSW Law 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 JSW School of Law in the evaluation of the Bids.

ITB.18.3. If a Bidder does not provide clarification of its Bid by the date and time set in JSW Law's request for clarification, its Bid may be rejected.

ITB.19. **Evaluation**

ITB.19.1. JSW School of Law 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, conditionally or omission. JSW Law'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 JSW School of Law 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. JSW School of Law 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 **Nu. Per Km** for mileage for the actual running of the vehicle, which has not been determined, to be substantially responsive shall be considered for the award.

ITB.21. **JSW School of Law Right**

ITB.21.1. JSW School of Law reserves the right to accept or reject any Bid or all Bids at any time prior to Contract, without thereby incurring any liability to Bidders or any obligation to inform the affected Bidders of the ground for such action of the JSW School of Law.

ITB.22. **Letter of Acceptance**

ITB.22.1. After the evaluation, JSW School of Law will notify the lowest bidder, by a Letter of Intent (LoI) to award the tender in writing and the Bidder should submit the Letter of Acceptance (LoA) within a week to JSW Law.

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 JSW School of Law.

ITB.23. **Signing of Contract Agreement**

ITB.23.1. Once the LoA is submitted by the successful Bidder, the Bidder shall report to JSW School of Law within one week for signing of the Agreement as per the Terms and Conditions under Section - III.

SECTION III- TERMS AND CONDITION

1. TERMS AND CONDITIONS (WITH DRIVER)

1.1 Maintenance of the vehicle

The hiring agency is to ensure that the vehicle is kept in good working condition all the time, one (1) or 2 (two) days in a month will be allowed for service/maintenance.

The vehicle is to be kept under the care of driver and these should be parked either in the garage or in the premises of the JSW School of Law project office, after duty hours.

1.2. 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 of work. For this, no extra payment will be given by JSW School of Law project office.

Payment of salary and other perks for the drivers will be the responsibility of the vehicle-hiring agency. JSW Law project office 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 hiring agency of the vehicle. JSW School of Law, shall not be held responsible for any violation of norms/rules and regulations of any statutory authority.

1.3. POL

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

1.4. Taxes and Fees

The Insurance premium, annual income tax, rental, road tax etc, are to be paid by the hiring agency. The vehicle should have insurance coverage and JSW School of law 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 hiring agency of the vehicle and JSW School of law shall not be held responsible.

1.5. Breakdown

In the events of sudden breakdown, the Bidder should arrange for an alternative vehicle within 24 hours failing which a recovery of Nu. 1000/- per day will be

affected from the monthly bill. If the vehicle is not made available within 14 days, the contract of hiring of the vehicle will stand cancelled.

1.6. Limitation of liability

JSW School of law 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 hiring agency of the vehicle and JSW School of Law shall not be held responsible.

1.7. Location

The Hiring agency should make the vehicle available at the project site Pangbisa, Paro

1.8. Payment

The following payment shall be released on calendar monthly basis;

- a) Actual amount worked out based on the actual Km travelled applying the daily-agreed rates.
- b) Applicable TDS shall be deducted from the Gross Bill of every month as per rules

Payment of hire charges will be released through Account Payee cheque at the end of the month.

The vehicles given on hire to JSW School of Law should have a form for keeping records of daily movements.

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 JSW School of Law officer (s) using the vehicles.

At the end of every tour a copy of that form should be given to the JSW School of Law for recording purpose.

1.9. Performance Security Deposit

A performance security deposit of Nu. 5,000/- per vehicle has to be deposited by the hiring agency at the time of signing the agreement or it will be deducted from the first monthly bill. The performance security deposit amount will be refunded after the expiry of the contract agreement.

1.10. Notice of vehicle requirement

Whenever there is a requirement of a vehicle JSW School of Law will give one-week notice in advance. After receiving the notice the Hiring Agency should immediately make the vehicle available within one week. In emergency cases JSW School of Law can ask the contractor to arrange the vehicle with a day or two, in such cases the contractor shall try its best to make the vehicle available.

If the contractor fails to arrange vehicle within one week, JSW Law can levy penalty of Nu. 1000.00 per day till such time that the vehicle is made available to JSW Law. The penalty would be deducted from the final bill.

1.11. Notice of contract termination

30 days notice from either party will be required for termination of this contract. Failing to serve such notice shall result in forfeiture of Security Deposit.

SECTION IV – ANNEXURE

Annexure –II Contract Agreement

This agreement is made on this **Date /month 2019** day of **day** between **JSW School of Law, PO Box no. Taba Thimphu**, hereinafter referred to as “JSW Law” which Expression shall unless repugnant to the context or meaning thereof include its successor and assigns of the one part.

AND

Name of the bidder .(Name of Contractor), a having company registered & existing under the laws of Thimphu (Name of /country & Registration details) having its registered office at ...**Thimphu** (hereinafter to be referred to for the sake of convenience as “the Contractor”) which expression shall unless repugnant to the context or meaning thereof include their respective successors and permitted assigns of the other part.

Where JSW School of Law is desirous hiring a vehicle at agreed rate of **Amount figure**words per month with effect from

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement, words and expression shall assume the same meanings as are respectively assigned to them in the Terms and Conditions in bidding documents and **additional terms & condition given below** hereinafter referred to and they shall be deemed to form and be read construed as part of this Agreement.
 - 1.1 On the same day of signing this agreement, the vehicle shall be handed over with the following:
 - 1.1.1 Valid Comprehensive Insurance Document
 - 1.1.2 Valid Vehicle Registration Book with Fitness Certificate and Emission Test report.
 - 1.1.3 All the tires, including spare tire to be brand new
 - 1.1.4 The vehicle is well serviced and if there are any defects (only minor acceptable), it should be clearly recorded in the Handing Taking Note with deadline for fixing it.
 - 1.2 A Fuel Book with an opening balance of Nu. 15,000. the same must be updated on a regular basis within 3 days advance notice by the Client to ensure that the fund balance does not to enter into negative balance at any cost.
 - 1.3 The vehicle will be discharged from duty for 3 days every month for maintenance work and during that time, the vehicle owner must provide with replacement vehicle.
 - 1.4 The driver will be provided a simple accommodation free of cost when stationed at the site.
 - 1.5 In the event that the vehicle hiring agency fails to provide a driver with the vehicle, a sum if Nu. 15000.00 will be deducted from the running bill. Client will make this payment directly to the Drive hired at its discretion.

2. In consideration of the Payment to be made by JSW School of Law to the Contractor as hereinafter mentioned, the Contractor hereby covenants with JSW School of Law Hire of vehicle with the provisions of Contract and shall not in any manner dilute the responsibilities, obligation and liabilities as defined in the said Contract for the agreed period.

3. JSW School of Law hereby covenants to pay the Contractor in consideration of the hiring of the vehicle the amount as per the agreed rates of such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the Contract.

4. The following documents shall be deemed to form and be read and construed as part of this Agreement:

- i. Letter of Acceptance
- ii. Contract Agreement
- iii. Terms & condition
- iv. Price Schedule
- v. Instruction to Bidders
- vi. Contractor's Bid

In witness, whereof the parties have cause this Agreement to be executed the day and year first written before.

The Common Seal of both the Parties is hereunto affixed in the presence of :

Signed Sealed and Delivered by the said Parties.

Signature
Sangay Dorjee, Dean
JSW School of Law, Taba

Signature
Name and Title of Signatory

Witness

Witness

Annexure – II price Schedule

1. Rate with driver

Sl. No	Type of Vehicle	Details of Vehicle	Rate per Km	
			Above 100	Below 100
1	Hilux	Type : Model Km run:		
2	SUV	Type : Model Km run:		