



དཔལ་ལྷན་འབྲུག་གཞུང་། དངུལ་རྩིས་ལྷན་ཁག།
 Royal Government of Bhutan, Ministry of Finance
 མཁོ་གྲུབ་འཛིན་སྐྱོང་དང་གོང་འཕེལ་ཕྱི་ཚན། རྒྱལ་ཡོངས་གཞུང་ཆས་ལས་ཁུངས།
Procurement Management and Development Division



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Form View

Tender Document

Tender Detail

Tender ID : 13341

Tender No. : LDA/PRO/MACHINE/2022-2023

Closing Date and Time : 08-Sep-2022 15:30

Opening Date and Time : 08-Sep-2022 16:00

Procuring Agency : Dzongkhag Administration Lhuentse

Procurement Category : Services

Brief : HIRING OF MACHINERIES AND EQUIPMENTS FOR FY 2022-2023

Tender Status : **Being evaluated**

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Tender responsibility: wnorbu@lhuentse.gov.bt (AU, TEC, TC)

Is BOQ Form : No

Form Name : Scope of Service

Table Name : Scope of Service

Description	Consent
<p>Scope of Service</p> <p>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.</p> <ol style="list-style-type: none"> The service provider shall be required to submit a lump sum performance security of Nu.50,000 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. 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 quoted rate shall be inclusive of loading and unloading charges 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. Required number of staff shall be deployed to deliver the services efficiently. 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. 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 realize the difference between the quoted price & 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. 	<p>Fill By Bidder/Consultant - Combo Box w/o Calculation</p> <p>I Agree </p>

14. The procuring agency may, by written notice, terminate the Contract in whole or in part at any time for its convenience:

- if the service provider fails to perform any other Scope of services/any other obligation specified in the contract.
- if the service provider fails to perform any other obligation(s) under the contract, or
- 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
- 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:

- Award to the next lowest service provider
- Retender
- 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.

Existing Formula(s)

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Table Name : Scope of Service

Table Header : *Specify any other requirement in addition to the Scope of Service-1*

Description	Consent
<p>TERMS AND CONDITION FOR HIRING OF MACHINERIES AND EQUIPMENT.</p> <p>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.</p> <ol style="list-style-type: none"> The hiring of machineries and equipment shall be completed within said days from the date of issue of the work Order, Failure to deploy the machineries within 10 days of issuance of work order irrespective of work volume. Shall lead to forfeiture of the EMD (PS) and the firm shall be debarred from participating the contract for the period of two year in Lhuentse Dzongkhag. Payment of the Invoice shall be arranged by the Purchaser, upon submission of original Invoice and TPN number, against each performance of the activities. The quoted price shall include all taxes, duties, insurance and any other costs involved and nothing extra shall be paid. The supplier shall pay liquidated damages at the rate of 0.1% per day for each day of delay to a maximum of 10% of bill amount. If the progress of the work is held up due to break down of machines for more than 10 day, the liquidity damage equivalent to the quotation rate per day as submitted by the firm shall be deducted from the bill from eleventh day of the breakdown of the machines. The Purchaser may, by written notice, terminate the Purchase Order (or Contract if applicable) in whole or in part at any time for its convenience: 	<p>Fill By Bidder/Consultant - Combo Box w/o Calculation</p> <p>I Agree </p>

- a. If the Bidder fails to perform any other Terms and conditions specified with the work order, or exceeds the maximum amount of liquidated damages.
 - b. If the Bidder fails to perform any other obligation(s) under the Work Order, or
 - c. If the Bidder 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 Supplier, 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.
8. The security deposit shall be used to cover the cost of supplies defective works.
9. The Procuring Agency may place work order from the open market in case the supplier fails to provide services within the stipulated time and realize the difference amount between the quoted price & market price from the security deposit.
10. The required machineries & equipment should be deputed as and when required as per the work order. The verbal and written reminders shall be given by Dzongkhag Administration on failing of any obligation by supplier. The Dzongkhag Administration will use discretion power to terminate and forfeit the performance security.
11. The Procuring Agency shall not entertain halt charges in case of breakdown of the transportation vehicle or road block during the time of transporting the machineries and equipment at the work site.
12. The quoted rate shall be inclusive of Loading and Unloading charges along with the arrangement of own transportation vehicle.
13. The bidder shall bear their own fueling or any lubricants expenditure incurred during the time of hiring period.
14. The bidder should be responsible and insure the machine or equipment given for hire is always in good condition.
15. The bidder must insure that driver concern must carry all the valid licenses and document at the time of hiring period.
16. The bidder must born their own maintenance cost during the time of hiring period.
17. The bidder must ensure to keep their machine or equipment in excellent condition.
18. Morning 8:00 am to 5:00 pm, if the procuring agency hired the vehicle and equipment for a day.
19. Evaluation of Bids shall be item wise.

Existing Formula(s)

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