



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 : 13347

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

Closing Date and Time : 06-Sep-2022 15:14

Opening Date and Time : 06-Sep-2022 15:44

Procuring Agency : Dzongkhag Administration Lhuentse

Procurement Category : Services

Brief : HIRING OF VEHICLES FOR FY 2022-2023

Tender Status : **Being evaluated**

View Notice

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"> <li>1. The service provider shall be required to submit a lump sum performance security of Nu.30,000 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.</li> <li>2. 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.</li> <li>3. The Procuring Agency reserves the right to monitor the rates regularly.</li> <li>4. 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.</li> <li>5. The quoted rate shall be inclusive of loading and unloading charges</li> <li>6. 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.</li> <li>7. The service provider must be responsible and ensure the vehicle given for hire is always in good condition.</li> <li>8. Required number of staff shall be deployed to deliver the services efficiently.</li> <li>9. 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.</li> <li>10. 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;</li> <li>11. 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 &amp; market price from the performance security.</li> <li>12. 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.</li> <li>13. The service provider shall be liable to pay the applicable TDS for all the services provided to the Procuring agency.</li> </ol>	<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><b>TERMS AND CONDITIONS FOR HIRING OF VEHICLES</b></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"> <li>All vehicle models should be from the year 2015 and above and must be in excellent running condition.</li> <li>Applicability of Rate: <ol style="list-style-type: none"> <li>The rates Per KM shall apply if the vehicle is used for more than 80 KM in a day.</li> <li>The Lump sum rates (per day and half day) shall apply if the vehicle is used for less than 80 KM in a day.</li> <li>One way rates shall be applicable irrespective of hiring any type of vehicles to drop the consignment.</li> <li>The Procuring Agency shall be deemed to mention precisely in the work order the applicability of the rates for to and fro.</li> <li>Advance payment for the hiring shall be released as per the genuine need of the transporter recommended by the head of the Agency.</li> <li>NO halt charges shall be paid unless there is road blocks or other calamities declared by RSTA or Department of Roads.</li> <li>No payment shall be made when the vehicle is under repair and maintenance.</li> </ol> </li> <li>Evaluation of the bids shall be item wise, backed by a valid Registration Certificate of all the Vehicles. Non- submission of Registration Certificates shall be treated as non-responsive.</li> <li>The Bidder shall maintain log book of vehicle in which kilometer reading and working hours of vehicle shall be recorded on daily basis. Such record shall be jointly signed by</li> </ol>	<p>Fill By Bidder/Consultant - Combo Box w/o Calculation</p> <p>I Agree </p>

the authorized representative of the Bidder and the Procuring Agency's official on daily basis.

5. The Bidder shall have adequate insurance coverage of the vehicles 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 an online lump sum Performance Security payment through e-GP system amount of Nu. 30,000 (Thirty Thousand Only) in the form of 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. Hiring of vehicle contract agreement shall be valid for the period of one year with effect from 1st October 2022 to 30th September 2023.

9. Bill payment shall be arranged by the respective Procuring Agency within fifteen (15) days upon submission of 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.

12. The Transporter shall pay liquidated damages at the rate of 0.1% 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 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

14. 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.

15. In the event of vehicle breakdown, the owner should arrange equivalent vehicle within 12 hours to avoid unnecessary delay in work.

16. The Employer may hire the vehicles from the market in case the Transporter fails to provide services within the stipulated time and realize the difference amount between the quoted price & market price from the security deposit.

17. The Driver should strictly adhere to the road safety laws while driving and any official travelling in the vehicle have the right to remind or object if the driver fails to follow the laws. The driver should be well experienced with the authorized driving license.

18. The morning time commences from 8:00 am - 5:00 pm for the one day hiring vehicle.

18. Dzongkhag Tender Committee's decision shall be final and binding.

#### Existing Formula(s)

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Procurement Management and Development Division (PMDD), Department of Procurement and Properties, Ministry of Finance, Royal Government of Bhutan  
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