

## **Machinery Hiring in PemaGatshel Dzongkhag for the Financial Year 2023-2024**

### **Scope of Service**

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.

1. The service provider shall be required to submit a lump sum performance security of Nu. 50,000/- (Fifty Thousand) only 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.
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.
3. The Procuring Agency reserves the right to monitor the rates regularly.
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.
5. The quoted rate shall be inclusive of loading and unloading charges
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.
7. The service provider must be responsible and ensure the vehicle given for hire is always in good condition.
8. Required number of staff shall be deployed to deliver the services efficiently.
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.
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;
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 & market price from the performance security.
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.
13. The service provider shall be liable to pay the applicable TDS for all the services provided to the Procuring agency.
14. The procuring agency may, by written notice, terminate the Contract in whole or in part at any time for its convenience:
  - a. if the service provider fails to perform any other Scope of services/any other obligation specified in the contract.
  - b. if the service provider fails to perform any other obligation(s) under the contract, or
  - c. 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
  - d. 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:
  - a. Award to the next lowest service provider
  - b. Retender
  - c. 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

**Additional Scope of Service:**

No transportation services shall be paid for the mobilization and de-mobilization to the site.

In the event of breakdown of the deployed equipment, the hiring agency has to repair or replace the equipment within 10 calendar days, failing which, it shall be treated as fundamental breach of contract and shall result in termination of the contract.

Should the successful hiring agency (winning bidder) be unable to repair or replace the equipment within the period specified above, the client have the right to hire the required equipment from other agencies and the cost difference shall be recovered from the hiring agency.

Department will not assist in obtaining permits, neither will it involve during casualties nor in the event of accident occurred due to vehicle/machines and any other similar issues pertaining to vehicle/machinery, the contractor shall be fully responsible.

Cost of HSD/Lubricant, driver's payment and all other operational expenses to be borne by the winning bidder.

Repair, maintenance, watch and ward of equipment and accommodation of the operators/helpers at the sites shall be the responsibility of the suppliers