

# **BHUTAN POWER CORPORATION LIMITED**

*(An ISO 9001:2015, ISO 14001:2015 & ISO 45001:2018 Certified Company)*

*(Registered Office, Thimphu)*

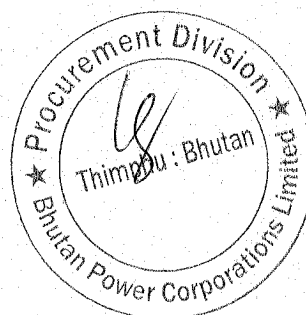
## **PROCUREMENT DIVISION**

**THIMPHU: BHUTAN**



**(Tender No. BPC/PD/Hiring/2023 dated 10<sup>th</sup> June 2023)**

## **TENDER DOCUMENT FOR HIRING OF SIX(6) AND TEN(10) WHEELER TRUCKS FOR TRANSPORTATION OF GOODS FROM CENTRAL STORES, PHUENTSHOLING.**



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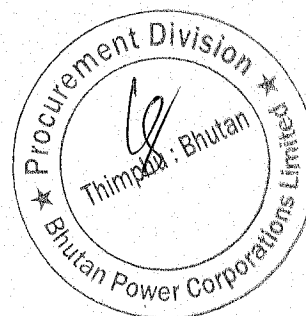
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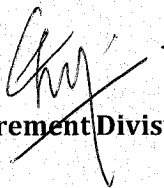


### NOTICE INVITING QUOTATION (NIQ)

Procurement Division, C&PD, BPC, Thimphu is pleased to invite bids from eligible bidders having valid license to transport goods. Complete set of bidding document can be downloaded from the website (<http://www.bpc.bt/archives/category/tender>). The bid can be submitted through online or in hard copy on or before June 22, 2023 by 12:00 noon and will be opened on the same day at 2:30pm in BPC Conference hall, Head Office, Thimphu.

Prior to submission of the bid, the bidder must register with the purchaser by submitting a written application along with a copy of valid license to make the bid enforceable. Registration should be carried out before the closing of bid sale date.

Please call 17576145 for any queries.

  
Procurement Division

## SECTION I - INSTRUCTION TO BIDDERS (ITB)

### 1. Site Visit

- 1.1 The Bidder, at the Bidder's own responsibility and risk, is encouraged to visit and examine the Site to obtain all information that may be necessary for preparing the Bid. The costs of visiting the Site shall be at the Bidder's own expense.

### 2. Clarification on Bidding Document

- 2.1 The Bidder shall examine the Bidding Documents thoroughly, Bidder may request clarification promptly. Any clarification on Bidding Documents may be notified to the Purchaser in writing, not later than the 5 days from the submission of the bid.

### 3. Amendment of Bidding Documents

- 3.1 At any time prior to the deadline for submission of bids, the Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bid Document through an Addendum.
- 3.2 The Addendum, if any shall be available for downloading from the Purchaser's website by prospective Bidders. The Purchaser may, at its discretion, extend the deadline for bid submission, if the Bidders are expected to require additional time in which to take the Addendum into account in preparation of their bid or for any other reason.

### 4 Modification and Withdrawal of Bids

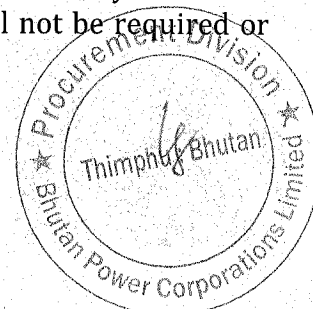
- 4.1 No bid can be modified after the deadline for submission of bids.

### 5 Price Schedule

- 5.1 Price shall be quoted in accordance with Bidding **Form 1: Price Schedule Form**
- 5.2 Price quoted by the Successful Bidder must remain firm during the entire period of performance of the Contract and is not subject to variation.

### 6 Period of Validity of Bids

- 6.1 Bids shall remain valid for a period 60 days. A bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.
- 6.2 As required, the Purchaser may request the bidders to extend the period of validity of their bids. However, a bidder may refuse the request to extend the validity of its bids without forfeiting its bid security. A bidder granting request shall not be required or permitted to modify its bids.



## 7 Currency of Bid

- 7.1 The unit rates and prices shall be quoted in BTN. The unit rates and prices quoted by the Bidder, other than BTN, for bid evaluation purpose the exchange rate will be based on telegraphic transfer (TT) selling rate published by the Royal Monetary Authority (RMA) of the Kingdom of Bhutan on the day of bid opening.

## 8 Bid Security

- 8.1 The Bidder shall furnish, as part of its bid, bid security denominated in the currency as under:

Lot No.	Lot Description	Bid security amount (Nu)
Lot-1	6-Wheeler Truck	20,260.00
Lot-2	10-Wheeler Truck	56,120.00

The bid security must be valid up to **20<sup>th</sup> September 2023**. The Bid Security shall be submitted in the form of an irrevocable bank guarantee /cash warrant/demand draft payable to the Purchaser issued by any Financial Institution of Bhutan or any Foreign bank acceptable and enforceable by Financial Institution of Bhutan.

- 8.2 The bid security shall be forfeited if a bidder withdraws its bid during the period of bid validity or if the selected bidder fails to sign the Contract in accordance with ITC 17: Signing of Contract.
- 8.3 Immediately after the award of contract the bid security of all the unsuccessful bidders, shall be returned within fifteen (15) working days of the award of contract/Work Order.
- 8.4 The bid security of the successful bidder shall be returned immediately after signing of contract/ issue of Work Order.

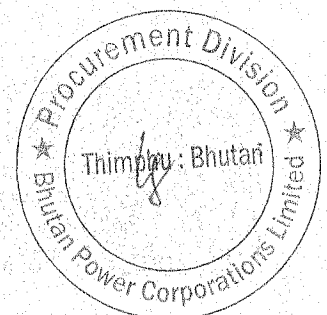
## 9 Signing of Bids

- 9.1 The Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person who is duly authorized by the Bidder, holding a Power of Attorney, with an official seal.

## 10 Submission of Bids

- 10.1 The bidder(s) shall submit one original bid clearly marked ORIGINAL. In addition, the bidder(s) should also submit one copy marked as COPY. The bid including all documents should be duly filled, signed, and sealed in an envelope and addressed to and delivered at the following address:

General Manager  
Procurement Division  
Construction and Procurement Department  
Bhutan Power Corporation Limited, Thimphu  
Phone No. +975-02-336046



- 10.2 The submission of Bid(s) with password protected email are acceptable, however the Bid Security in original must be submitted to any nearby BPC Office with the intimation to the contact person given below:

Email: [kunzangpemo@gmail.com](mailto:kunzangpemo@gmail.com)

Phone No.: +975-17576145

The bid can be submitted through online or in hard copy on or before June 22, 2023 by 12:00 noon.

## 11 Opening of Bid

- 11.1 The bid(s) will be opened in the presence of bidders or their representatives who choose to attend on **22<sup>nd</sup> June 2023 at 2:30pm in the BPC Conference Hall, Head Office, Thimphu.**

## 12 Bid Evaluation

- 12.1 Bids determined to be substantially responsive to commercial conditions will be evaluated by comparison of their quoted prices. In evaluating the bids, the Purchaser will determine for each bids the evaluated price by adjusting the priced bid by making any correction for any arithmetical errors as follows:
- where there is a discrepancy between amounts in figures and in words, the amount in words will govern.
  - where there is discrepancy between the unit rate and the line-item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted shall govern unless in the opinion of the Purchaser there is an obviously gross misplacement of the decimal point in the unit rate, in which case the line-item total as quoted shall govern, and the unit rate shall be corrected.
- 12.2 To assist in the evaluation, comparison of the Bids, the Purchaser may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder that is not in response to a request by the Purchaser shall not be considered.
- 12.3 Provisional quantity in the bidding document shall be used only for evaluation purpose. For the award and contract signing, only the unit rate shall be signed between purchaser and service provider.
- 12.4 Evaluation shall be carried out Lot Wise
- ## 13 Negotiations
- 13.1 Negotiations may be carried out with the lowest evaluated bidder within a week after completion of bid evaluation for award of contract at **BPC Head Office, Thimphu (if necessary)**. In case of failure during negotiation with the lowest evaluated bidder, the Purchaser shall proceed for negotiation with the next-ranked Bidder.

- 13.2 The minutes of the negotiations, signed by the Purchaser and the Bidder, shall form part of the Contract Agreement.

#### 14 Award Criteria

- 14.1 The Purchaser will award the Contract to the successful Bidder, after negotiation, if any, whose bid has been determined to be substantially responsive and has been determined as the lowest evaluated bid for that Lot.
- 14.2 However, the Purchaser also reserves the right to accept any bid and to reject any or all bids and to annul the bidding process and reject all Bids at any time prior to Contract award, without thereby incurring any liability to Bidders or any obligation to inform the affected Bidders on the grounds for such action of the Purchaser.
- 14.3 Award of contract shall be **Lot Wise**

#### 15 Deviation

- 15.1 Bidders shall not be permitted to make any deviation from the terms and conditions as specified in the Bidding Documents. However, any exceptions/deviations to the terms and conditions of the Bid Document should be indicated in the deviation schedule as per the Form 2: Deviation Schedule.

#### 16 Notification of Award (NoA)

- 16.1 Prior to expiry of the period of bid validity or extended validity, Purchaser will issue Notification of Award to the successful Bidder(s). Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.

#### 17 Signing of Contract

Within the time period specified in the NoA, the successful bidder shall sign the contract or a Service Order shall be issued by the Purchaser upon submission of Performance Security as per ITC 18.

#### 18 Performance Security

- 18.1 The successful Bidder/Bidders shall submit the performance security 10% of the  
Lot amount.
- 18.2 The performance security shall be submitted in any of the following forms:
- a) irrevocable bank guarantee,
  - b) cash warrant, or
  - c) demand draft.

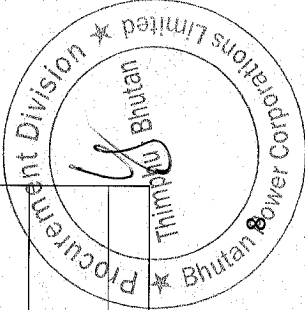
Failure of the successful Bidder to submit the performance security or accept the award or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security.

**Form – 1: Price Schedule Forms**

Schedule of activities for Services *[The Bidder shall fill in this table]*

Transportation of Poles, Cable, Conductors & Electrical Switchgears in both plain & hilly areas as per RSTA norms from Malbase & Singye Store Pasakha to:

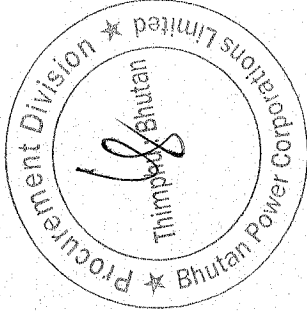
Sl.No	Description	UoM	Provisional Qty	Rate per truckload (inclusive of applicable Taxes)	Amount (Nu)	Duration of delivery (Day)
<b>Lot-1</b>	<b>6-Wheeler Truck</b>					
1	Regional Store, Gelephu	Truck load	3			
2	Micro Store, Thimphu (Gidakom & Jungshina)	Truck load	1			
3	Micro Store, Punakha	Truck load	1			
4	Micro Store, Wangdue	Truck load	1			
5	Micro Store, Samtse	Truck load	2			
6	Micro Store, Lhuentse	Truck load	1			
7	Micro Store, Mongar	Truck load	2			
8	Micro Store, Pemagatshel	Truck load	3			
9	Micro Store, Trashiyangtse	Truck load	2			
10	Micro Store, Trashigang	Truck load	2			
<b>Lot-2</b>	<b>10-Wheeler Truck</b>					
1	Regional Store, Gelephu	Truck load	11			
2	Micro Store, Thimphu (Gidakom & Jungshina)	Truck load	3			
3	Micro Store, Punakha	Truck load	1			





4	Micro Store, Wangdue	Truck load	2		
5	Micro Store, Samtse	Truck load	2		
6	Micro Store, Mongar	Truck load	2		
7	Micro Store, Pemagatshel	Truck load	1		
8	Micro Store, Samdrup Jongkhar	Truck load	1		
9	Micro Store, Trashiyangtse	Truck load	3		
10	Micro Store, Trashigang	Truck load	4		
11	Micro Store, ESSD Samdrupcholing (Bangtar)	Truck load	11		
12	Micro Store, Gyalsung Bondeyma (Mongar)	Truck load	6		
Total					

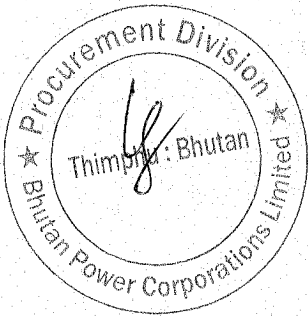
Sealed and Signed



**Form – 2: Deviation Schedule**  
*(Only exceptions/deviations to be mentioned)*

Section No. (Page No.)	Clause No. Sub-clause No.	Details of deviation	Remarks

**Sealed and Signed**



## **SECTION III- GENERAL CONDITIONS OF CONTRACT**

### **1. Definition**

1.1 The following terms and expressions used herein shall have the meaning as indicated therein:

- a) **“Contract Price”** means the aggregate price payable to the Service Provider as specified in the Contract at the time of award, subject to such additions and adjustments thereto or deductions therefrom as may be made pursuant to the provisions of the Contract till the completion of the contract, the price so adjusted shall be termed as Executed Price;
- b) **“Purchaser”** means the DHI and/or its Companies applying this Document;
- c) **“Services”** means Non-Consultancy Services which are not Consultancy Services. Non-consultancy Services are normally bid and contracted on the basis of performance of measurable outputs, and for which performance standards can be clearly identified and consistently applied. Examples include: drilling, aerial photography, satellite imagery, mapping, catering services, ticketing services, printing services, hiring of training facilities, and similar operations;
- d) **“Completion Date”** means the date of completion of the Services by the Service Provider as certified by Purchaser;
- e) **“Service Provider”** means a legal entity, including the legal successors or permitted assigns of such entity, entering into a Contract with Purchaser to provide Services;

### **2. Governing Law**

2.1 The Contract/ Purchase Order shall be governed by and interpreted in accordance with the Laws of Bhutan.

### **3. Service Provider’s Responsibilities**

3.1 The Service Provider shall provide all the Services in accordance with **Section IV** Terms of Reference/Specifications.

### **4. Purchaser’s Responsibilities**

4.1 The Purchaser shall provide all the Services in accordance with this document.

**5. Quality of Work**

- 5.1 The Service Provider shall guarantee for the quality of work. The quality of workmanship shall be of highest standard and to the full satisfaction to the Purchaser.
- 5.2 The Service Provider shall perform the Services and carry out its obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices.

**6. Inspection and Tests**

- 6.1 Purchaser may depute its employee at Service Provider's work to inspect the on-going works. During the delivery of services, if it is found that the requirements and the deliverables of the contract, in terms of performance and time, is not delivered as per the ToR, the Purchaser terminate the contract subsequent to clause GCC 15: Termination.

**7. Insurance and Transportation<sup>1</sup>**

- 7.1 The repaired equipment under the Contract shall be fully insured, in the currency of the Contract Price, against loss or damage incidental to manufacture or acquisition, transportation, storage and Delivery.
- 7.2 The insurance covers to be taken by the Service Provider shall be equal to at least 100% of the value of equipment valid till thirty (30) days after the Delivery of repaired equipment.
- 7.3 In case of delays attributable to the Service Provider, the validity period of the insurance cover shall be extended up to thirty (30) days after the actual delivery. However, if the delays are attributable to the Purchaser, the extra cost, if any, for the extended period of insurance cover, shall be reimbursed by Purchaser.
- 7.4 The insurance cover shall be in the names of PURCHASER and the Service Provider, wherein the beneficiary will be PURCHASER and the Service Provider will be the custodian. The Service Provider shall, however, be authorized to deal directly with the Insurance Purchaser or Companies and shall be responsible in regard to maintenance of all insurance covers.
- 7.5 The Service Provider shall be responsible for transportation of the equipment along with any other related services.
- 7.6 In case, any other mode of transport has to be resorted to other than that mentioned in above clause, the same shall be done only after obtaining prior approval in writing from the PURCHASER.

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<sup>1</sup> "This clause is applicable only for that equipment send outside for repair"

**8. Contract Price**

- 8.1 The Contract Price shall be as specified in the Contract/Work Order subject to any additions and adjustments thereto or deductions therefrom as may be made pursuant to the Contract.

**9. Terms of Payment**

- 9.1 The Contract Price, including any advance payments, if applicable.
- 9.2 Payments shall be made promptly by the Purchaser, but no later than thirty (30) days after the receipt of invoices and documents, provided that the documents are compliant with all the requirements of the Purchaser.
- 9.3 The currencies in which payments shall be made to the Service Provider under this Contract shall be those in which the Contract Price is expressed.

**10. Tax Deducted at Source**

- 10.1 At the time of release of payment, two (2%) percent TDS on service portion shall be deducted from the Service Providers having Bhutanese trade license, or Three (3%) on the service portion from the Service Providers having other than Bhutanese trade license respectively from the gross amount of bills except from the manufacturers and authorized dealers. The Purchaser shall furnish necessary TDS Certificate to the Bidders, issued by the Department of Revenue & Customs, RGoB.
- 10.2 If any tax exemptions, reductions, allowances, or privileges may be available to the Service Provider in the Kingdom of Bhutan, the Purchaser shall use its best efforts to enable the Service Provider to benefit from any such tax savings to the maximum allowable extent.

**11. Performance Security**

- 11.1 The Performance Security shall be valid until the successful completion of the obligations under the Contract, including warranty obligations, if any.
- 11.2 The Performance Security shall be discharged by the Purchaser and returned to the Service Provider not later than thirty (30) days following the date of completion of the Consultant's performance obligations under the Contract, including any warranty obligations.

**12. Liquidated Damages for delay in delivery**

- 12.1 If the Service Provider fails to deliver any or all of the Goods by the date(s) of delivery or fails to perform the Services within the period specified in the Contract/ Purchase Order, the Purchaser shall deduct liquidated damages at the rate of..... (insert %) per day for each day of delay to a maximum of 10% of the Contract Price

**13. Limitations of Liability**

- 13.1 Except in cases of gross negligence or willful misconduct:

- a) neither party shall be liable to the other party, whether in Contract, tort or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Service Provider to pay liquidated damages to Purchaser; and
- b) the aggregate liability of the Service Provider to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective Services, or to any obligation of the Service Provider to indemnify Purchaser with respect to patent infringement.

#### **14. Force Majeure**

- 14.1 The Service Provider shall not be liable for forfeiture of its Performance Security, liquidated damages or termination for default if and to the extent that it's delays in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- 14.2 For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Service Provider that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Service Provider. Such events may include, but not be limited to, acts of the RGoB in its sovereign capacity, act of God, wars or revolutions, riot, civil commotion, sabotage, fires, floods, epidemics, quarantine restrictions and freight embargoes or any other cause of similar nature which are not within the control of either party to the contract and which renders the performance of the contract by the said party impossible.
- 14.3 If a Force Majeure situation arises, the Service Provider shall promptly notify Purchaser in writing of such condition and the cause thereof, along with documentary or pictorial evidence. Unless otherwise directed by Purchaser in writing, the Service Provider shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

#### **15. Termination**

##### **15.1 Termination for Default**

- 15.1.1 The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Service Provider, may terminate the Contract in whole or in part:
  - a. if the Service Provider fails to deliver any or all of the Services in accordance to the Contract, within the stipulated delivery schedule or within any extension thereof granted by the Purchaser; or

- b. if the Service Provider fails to perform any other obligation under the Contract; or
- c. if the Service Provider, in the opinion of the Purchaser has engaged in fraud and corruption, in competing for or in executing the Contract, the Purchaser shall be the final authority to decide whether the Service Provider has engaged in any Fraud and Corruption as mentioned above and such decision shall be final and binding on the Service Provider; or
- d. If the Service Provider becomes bankrupt or goes into liquidation or makes general assignment for the benefit of the creditors or any receiver is appointed for the property owned by the vendor.

15.1.2 In the event the Purchaser terminates the Contract in whole or in part, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Services similar to those undelivered, and the Service Provider shall be liable to Purchaser for any additional costs incurred by Purchaser in procurement of such undelivered Services. Wherever the Contract is terminated in part, the Service Provider shall continue performance of the Contract to the extent not terminated.

#### 15.2 Termination by Service Provider

15.2.1 The Purchaser commits a substantial breach of the Contract; the Service Provider may give a notice to Purchaser that specifies the breach and requires Purchaser to remedy the same. If Purchaser fails to remedy the breach or take steps to remedy the breach within thirty (30) days after receipt of the Service Provider's notice, or,

15.2.2 If the Service Provider is unable to carry out any of its obligations under the Contract for any reason attributable to the Purchaser, including but not limited to Purchaser's failure to obtain any governmental permit necessary for the Delivery of Services, which Purchaser is required to obtain as per provision of the Contract or as per relevant applicable laws, the Service Provider may give a notice to Purchaser to carry out such obligation under the Contract and if Purchaser fails to comply within thirty (30) days after receipt of the Service Provider's notice, then the Service Provider may, referring to this sub-clause, forthwith terminate the Contract.

15.2.3 In the event of termination, all payments due to the Service Provider for the Services already delivered, shall be settled by Purchaser with no further liability on any account whatsoever.

#### 15.3 Termination by Force Majeure

15.3.1 Service Provider shall not be considered in default if delay in delivery occurs due to Force Majeure.

15.3.2 Only those causes which have duration of more than 7 days shall be considered causes of Force Majeure. In the event of delay due to such causes, the delivery schedule will be extended for a length of time equal to the period of Force

Majeure or at the option of the Purchaser, the order may be cancelled. Such cancellation would be without any liability whatsoever on the part of the Purchaser. In the event of such cancellation, the Service Provider shall refund any amount advanced or paid to the Service Provider by the Purchaser and deliver back any materials issued to him by the Service Provider and release facilities, if any provided by the Purchaser.

**16. Payment upon termination**

16.1 Upon termination of this contract pursuant to Clauses GCC 16.1 to GCC 16.3 hereof, the Purchaser shall make the following payments to the Service Provider:

- (a) remuneration pursuant to GCC.9: Terms of Payment hereof for services satisfactorily performed prior to the effective date of termination, and reimbursable expenditures pursuant to Clause GC 6 hereof for expenditures actually incurred prior to the effective date of termination; and
- (b) except in the case of termination pursuant to clauses (a) through (d) of Clause GC 15.1 hereof, reimbursement of any reasonable cost incidental to the prompt and orderly termination of this contract including the cost of the return travel of the personnel and their eligible dependents.

**17. Time for completion**

17.1.1 The work shall be completed within the time period specified in the contract.

**18. Dispute Resolutions**

**18.3 Amicable Settlement**

In case of any dispute of any kind whatsoever arises between Employer and the service provider in connection with or arising out of the Contract, the parties shall seek to resolve any such dispute or difference by mutual consultation.

18.4 However, any dispute which cannot be amicably settled between the parties, shall be referred to adjudication/ arbitration in accordance with the laws of Bhutan.



## **SECTION-IV: TERMS OF REFERENCE**

### **1. Service Provider's Responsibilities**

#### **1.1 Maintenance of vehicle**

The service provider has to ensure that the vehicle is kept in good condition all the time, The vehicle should have all the required documents (Registration certificate, road worthiness, insurance, emission test certificate etc.) up-to date during the time of service.

#### **1.2 Driver**

1.2.1 The drivers shall have valid driving license. He should fit for duty and must abstain from consuming drugs/alcohol, especially during the duty hours. The drivers must be willing to perform duties even on public holidays including Sundays, depending on the urgency of work.

1.2.2 Payment of salary and other benefits for the drivers shall be the responsibility of the service provider. Purchaser will not provide any accommodation whether temporary or permanent, or pay house rent to the drivers.

1.2.3 Any fine/penalty, if imposed due to default on the part of the driver will have to be borne by the service provider.

1.2.4 All miscellaneous charges such as toll fee, parking, donation etc. if required to be paid while transporting goods shall be borne by the service provider.

1.2.5 Driver shall maintain the logbook in the required format as required by the purchaser.

#### **1.3 POL and Repair Maintenance**

All expenses on POL's including repair and maintenance are to be borne by the service provider.

#### **1.4 Breakdown**

In the events of sudden vehicles breakdown while on duty with the purchaser, the service provider should arrange for alternative vehicle within 48 hours, failing which LD shall be levied as per clause 7.

Further, service provider shall be responsible for arrangement of material transfer from vehicle under breakdown to the new vehicle provided.

**1.5 Notice of vehicle requirement**

Concern Stores shall notify the bidder on the quantity and timing of vehicles requirement for transportation of goods 7 days in advance. Accordingly, service provider shall arrange the required vehicles without fail. In the event of delay, LD shall be levied as per clause 7.

Vehicles has to be reported to respective stores in the morning hours so that goods can be loaded properly and required documents are handed without delay.

**1. Contract Price**

The hire charges of the vehicles shall be paid as and when used basis and rate shall be as per price schedule.

**2. Terms of Payment**

4.1 Payments shall be made by the Purchaser no later than thirty (30) days after the receipt of invoice and duly signed copy of logbook.

4.2 The vehicle should have a logbook and it is the duty of the driver to keep records of the movement and get it properly signed by the BPC officer (s) at sending and receiving end.

**3. Tax Deducted at Source**

Service provider shall be liable for TDS deduction at source as applicable.

**4. Risk and Liability**

1.1 The purchaser shall not be liable for any payment for loss or damage to the vehicle due to accident/incidents under any circumstances.

1.2 The service provider shall be liable for compensating to BPC actual cost in case of damage or loss of goods during transportation caused due to negligence or willful misconduct of the supplier/driver.

**5. Contract Duration**

The services shall be awarded for 12 months from the date of Signing of Contract/Issuance of Service Order. The contract duration may be extended by the purchaser up to 50% of original contract period.

**6. Liquidated Damages (LD)**

If the Service Provider fails to provide the vehicle as agreed or deliver the Goods to the destination within the agreed period, the Purchaser shall deduct liquidated damages at rate of Nu. 1500 (Nu. Fifteen Hundred) per day for each day of delay.

7. **Variations**

The purchaser reserves the right to increase/decrease the quantity of the services as per requirement and no changes in the rate shall be entertained during the contract period.

8. **Specifications**

Sl. No.	Type of vehicle	Period of hiring
1	6-Wheeler Truck	12 months
2	10-Wheeler Truck	

The fitness of vehicle shall be verified while availing the service by purchaser.