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PUNATSANGCHHU-II HYDROELECTRIC PROJECT AUTHORITY



**BIDDING DOCUMENT
FOR
HIRING OF LIGHT VEHICLES**

PUNATSANGCHHU-II HYDROELECTRIC PROJECT AUTHORITY

Tender No. : PHPA-II/SE(P&C)/Vehicle-219/2025/15

FEBRUARY 2025



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SECTION-I : INVITATION OF BIDS



**INVITATION OF BIDS FOR HIRING OF VEHICLES
FEBRUARY, 2025**

**Punatsangchhu-II Hydroelectric Project Authority (PHPA-II)
Bjimthangkha, Wangdue, Bhutan**

The Punatsangchhu-II Hydroelectric Project Authority (PHPA-II) is pleased to invite "Sealed Bids" from Bhutanese vehicle owners for hiring of the following light vehicles for 12 months:

Lot No.	Type/Categories of Vehicle	Qty. (No.)	Model	Remarks
1	SUV with an engine capacity of 1400cc or above	28	2015 or later	For eligibility criteria, refer Bidding Document
2	Bolero Camper & Equivalent or higher (Double cabin pick-up vehicles)	11		
Total (Nos.)		39		

The total number of vehicles may vary upto $\pm 25\%$.

1.	Tender Document	The Bidding Document can be downloaded for free from our website: https://phpa2.gov.bt/tenders/
2.	Tender No.	PHPA-II/SE(P&C)/Vehicle-219 /2025/15
3.	Last date & time of submission	18.02.2025 at 10 AM (Local Time)
4.	Place of Submission	Procurement & Contracts Wing, PHPA-II, Bjimthangkha, Wangduephodrang, Bhutan.
5.	Date & Time of Bid Opening	Date: 18.02.2025 at 10.30 AM (Local Time)

PHPA-II reserves the right to suspend the tendering process or part of the process to accept or reject any or all bids at any stage of the process and / or to modify the process or any part thereof at any time without assigning any reason thereof.

For any queries, parties may contact this office at +975-2-471713 (during office hours) or through email at contracts@phpa2.gov.bt.

(Sd/-)

**Superintending Engineer,
Procurement & Contracts**



SECTION-II: TERMS AND CONDITIONS



A. INTRODUCTION

1. Scope of Work

- 1.1 The Punatsangchhu-II Hydroelectric Project Authority (PHPA-II), hereafter referred to as the "Lessee" intends to hire the following light vehicles for carrying out duties of its officials in the implementation of 1020 MW Punatsangchhu-II Hydroelectric Project Authority in Wangduephodrang Dzongkhag. However, the total number of vehicles may vary upto $\pm 25\%$.

Lot No.	Type/Categories of Vehicle	Qty. (No.)	Model	Period of Hiring
1	SUV with an engine capacity of 1400cc or above	28	2015 or later	12 Months
2	Bolero Camper & Equivalent or higher (Double cabin pick-up vehicles)	11		
	Total (Nos.)	39		

- 1.2 The vehicle owner shall provide vehicle along with a driver with valid driving license.

2. Eligibility Criteria

- 2.1 The Bidder shall be a Bhutanese national holding valid citizenship identity card;
- 2.2 The Bidder shall neither be a PHPA-II employee¹ nor his / her direct family members²;
- 2.3 The vehicle shall be a 2015 model or later;
- 2.4 The vehicle should have a valid registration and insurance policy;
- 2.5 Registration of the vehicle shall be in the name of Bidder only; sale deed or transfer of ownership agreement shall not be valid;
- 2.6 The vehicle shall be well maintained and in good running & mechanical condition;

3. Responsibility of Bidders

- 3.1 The Lessee will not assume any responsibility regarding information gathered, interpretations or conclusions made by the Bidder or regarding information, interpretations or deductions the Bidder may derive from the data or any report furnished by the Lessee. Verbal communication or conversation with any official, employee of the Lessee either before or after the submission of Bid shall not affect or modify any of the terms or obligations contained herein.

¹ Definition of "employee" as stipulated in Service Rules of PHPA-II or the subsequent amendment thereof shall be applicable.

² Direct Family Member means children, legally adopted children, spouse.



- 3.2 It shall be the sole responsibility of Bidders to determine and to satisfy themselves by such means as they consider necessary or desirable as to all matters pertaining to this bidding process including in particular all factors that may affect the performance of the Contract in the event of award.

B. PREPARATION OF BIDS

4. Documents to be submitted by Bidder

The Bidder shall submit the following documents in accordance with Clause 9:

- (i) Bidding Document duly signed.
- (ii) Bid Security in accordance with Clause 6.
- (iii) Copy of valid vehicle registration certificate.
- (iv) Road worthiness certificate.
- (v) Copy of valid insurance policy.
- (vi) Copy of citizenship identity card of the owner.
- (vii) Duly filled & signed Bid and Conflict of Interest Declaration Forms.
- (viii) Duly filled & signed Integrity Pact.
- (ix) Duly filled Price Schedule.

5. Period of Validity of Bids

Bids shall remain valid for the period of 90 days from the Bid submission deadline or extension, if any.

6. Bid Security

- 6.1 The Bidder shall furnish a Bid Security of **Nu. 3,000.00** (Ngultrum three Thousand only) in the form of cash warrant/demand draft drawn in favor of Punatsangchhu-II Hydroelectric Project Authority (PHPA-II) payable at the Bank of Bhutan, Bajo, Wangduephodrang;
- 6.2 The Bid security shall remain valid for a period of thirty (30) days beyond the end of the validity period of the Bid or extension, if any;
- 6.3 Any Bid not accompanied by a responsive Bid Security shall be rejected by the Lessee as non-responsive;
- 6.4 The Bid Securities of unsuccessful Bidders shall be discharged/returned as promptly as possible upon award of contract, but in any event not later than thirty (30) days after the expiry of the period of bid validity;
- 6.5 The Bid Security of the successful Bidder shall be returned as promptly as possible after the successful Bidder has signed the Contract and furnished the required Performance Security or shall be adjusted against Performance Security, if requested.



- 6.6 The Bid Security shall be forfeited if:
- a) The Bidder withdraws its Bid or varies any terms and conditions in regard thereto during the period of Bid validity
 - or
 - b) The Bidder adopts corrupt or collusive or coercive or fraudulent practices covered under **Clause 20** [Corrupt or Fraudulent Practices] or defaults committed under Integrity Pact.
 - or
 - c) In the case of a successful Bidder, if he fails within the specified time limit to:
 - i) sign the Contract in accordance with **Clause 17**;
 - ii) furnish a Performance Security in accordance with **Clause 18**;

7. Bid Price

- 7.1 Bidders shall quote their rates as per Price Schedule under section IV of this bidding document.
- 7.2 Night halt charges of Nu.500/night shall be paid separately for halt outside project area.
- 7.3 The bid price quoted by the bidder shall take into account payment of salary and other perks for the driver, registration fee, insurance premium, expenses of POL, tyres & tubes, fittings, spare parts including repair and maintenance and any other cost. The bid price shall be fixed for the duration of performance of the Contract & extension thereof.

8. Taxes

Any taxes and duties, if applicable, shall be the responsibility of the successful bidder.

C. SUBMISSION OF BIDS

9. Submission of Bids

- 9.1 The bids shall be submitted in Two (2) parts in separate sealed envelopes and shall be put together in a larger outer envelope. The outer envelope shall be:
- (a) Addressed to:
**The Superintending Engineer,
Procurement & Contracts Wing,
PHPA-II, Bjimthangkha,
Wangduephodrang, Bhutan.**
 - (b) Marked as "**Confidential**".
 - (c) Provide **Lot No.** and **Type/Category of Vehicle**.



- (d) Provide a warning not to open before the specified time and date for Bid Opening as defined in the Bidding Documents.
- 9.2 The inner envelopes shall clearly identify the envelope number and the contents of the envelopes as detailed under:
- a) The first sealed envelope shall be superscripted as "**Envelope No. I- Documents**" and shall contain the following documents:
- (i) Bidding Document duly signed
 - (ii) Bid Security in accordance with Clause 6
 - (iii) Copy of valid vehicle registration certificate
 - (iv) Road worthiness certificate
 - (v) Copy of valid insurance policy
 - (vi) Copy of citizenship identity card of the owner
 - (vii) Duly filled & signed Bid and Conflict of Interest Declaration Forms
 - (viii) Duly filled & Signed Integrity Pact
- b) The second sealed envelope shall be superscripted as "**Envelope No. II-Price Bid**" and shall contain duly filled Price Schedule.
- 9.3 The Bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder/Owner.
- 9.4 Any interlineations, erasures or overwriting shall be valid only if they are signed or initialed by the person signing the Bid.

10. Deadline for Submission of Bids

Bids shall be delivered by hand, courier, registered post to the Lessee at the address specified under Clause 9 and no later than **18.02.2025, 10 AM (Local Time)**.

D. BID OPENING AND EVALUATION

11. Bid Opening and Determination of Responsiveness

The Lessee shall open the bids on the stipulated date & time in presence of bidders or authorized representatives who may wish to attend. Prior to opening of **Envelope/ File No. II-Price Bid**, the PHPA-II will determine responsiveness of the bids contained in **Envelope/ File No. I**. The price bids of only those bidders who meets the specified qualifying criteria and bids found to be substantially responsive to the requirements of the Bidding Document shall be opened.



12. Evaluation and Comparison of Bids

- 12.1 The Lessee shall only evaluate and compare the Bids determined to be substantially responsive in accordance with clause 4, 6 & 9 amongst others.
- 12.2 The evaluation of bids shall be done based on the factors, methodologies and criteria defined in Clause 15.

13. Rejection of Bids

- 13.1 Any or all bid (s) may be rejected by the PHPA-II without the liability to offer any explanation if:
- (i) the bid is not accompanied by the bid security and other requested documents in accordance with Clause 6 & 4,
 - (ii) the bid is not found responsive in accordance with Clause C, Submission of Bids.
 - (iii) the bid deviated seriously from the provision for this bid document.

14. Lessee's Right

The Lessee reserves the right to accept or reject any Bid, 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 of the grounds for such action of the Lessee.

E. AWARD OF CONTRACT**15. Award Criteria**

- 15.1 To determine the rank of the bidder, the total monthly charges shall be worked out for a mileage upto 2,500 Km based on their quoted rates.
- 15.2 The bidder shall be ranked from the lowest to the highest monthly charges and accordingly consider for award of Contract.
- 15.3 Other responsive bidders shall be invited sequentially to match the L-1 rate, and considered for award of work.
- 15.4 If the bid prices of 2 or more bidders are equal, the newest vehicle shall be given the priority over the older one.
- 15.5 The Lessee shall have the option to award the contract within the bid validity period to those successful bidders who were not awarded in first allotment depending on the PHPA-II requirement if they wish to.
- 15.6 No individual shall be considered for award of contract for more than one vehicle till all responsive bidders have been awarded contract for one vehicle provided they match the L-1 rate.



- 15.7 The Lessee reserves the right to increase or decrease the number of vehicles to be hired, subject to vehicles meeting the requisite criteria.
- 15.8 Allotment of vehicles to various site offices shall be at the discretion of PHPA-II.

16. Letter of Award

- 16.1 Prior to expiry of the period of Bid validity, the Lessee will notify the successful Bidder, by a Letter of Award (LoA) or in the form of letter of intent (LoI) in writing, by registered letter, or email that its Bid has been accepted indicating the award price.
- 16.2 Until a formal Contract is prepared and executed, the Letter of Award shall constitute a binding Contract between the successful Bidder and the Lessee.

17. Signing of Contract Agreement

Within ten (10) days of issue of the letter of award the successful bidder shall report to the Lessee's office for signing of the Contract Agreement.

18. Performance Security / Security Deposit

Prior to signing of the Contract, the successful bidder shall furnish performance security/ security deposit of **Nu.5,000/-** in the form of cash warrant/demand draft drawn in favor of Punatsangchhu-II Hydroelectric Project Authority (PHPA-II) payable at the Bank of Bhutan, Bajo, Wangduephodrang or an equivalent sum shall be deducted from the first monthly bill (s) payable to the owner. The performance security/ security Deposit shall be refunded within a month after the vehicle has been released.

19. Resolution of Disputes

- 19.1 The parties shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
- 19.2 If the parties fail to resolve their dispute or difference through mutual consultation, it shall be settled through arbitration in accordance with the Alternative Dispute Resolution Act of Bhutan, 2013.

20. Corrupt or Fraudulent Practices

- 20.1 It is expected from the Bidders that they will observe the highest standard of ethics during the bidding process and execution of such Contracts in pursuance of this policy:

For the purpose of this provision, the terms set-forth below shall mean as under:



- 20.1.1 "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in Contract execution.
- 20.1.2 "Fraudulent practice" means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a Contract.
- 20.1.3 "Collusive practice" means a scheme or arrangement between two or more bidders, with or without the knowledge of Client, designed to establish bid prices at artificial, non-competitive levels.
- 20.1.4 "Coercive practice" means harming or threatening to harm, directly or indirectly, person or their property to influence or affect the execution of Contract.
- 20.1.5 "Integrity Pact" means an agreement signed between the Consultant and the Lessee committing the persons/officials of both the parties, not to exercise any corrupt influence on any aspect of the Contract.
- 20.2 An agreement called Integrity Pact between the prospective Bidders and the Lessee shall be signed committing the persons/officials of both the parties, not to exercise any corrupt influence on any aspect of the Contract.
- 20.3 A Bid shall be rejected by the Lessee if it is determined at any stage that respective Bidder has engaged in corrupt or fraudulent or collusive or coercive practices or defaulted commitments under Integrity Pact in competing for or in executing the Contract in question. The Bidder shall not be entitled for any compensation whatsoever under this clause.
- 20.4 The Lessee may declare a bidder ineligible, either indefinitely or for a stated period of time, to be awarded a Contract if it at any time determines that the bidder has engaged in corrupt or fraudulent or collusive or coercive practices in competing for, or in executing a Contract.
- 20.5 The documents/information submitted by Bidder may be verified by the officials of the Lessee for its authenticity at any time and the Bidder shall provide all facilities/co-operation in this regard. If it is found that any of the documents/ information submitted by the Bidder is not genuine, the Lessee shall have full rights to cancel his Bid and terminate the Contract, if awarded.



SECTION-III : FORMS



FORM 1: BID FORM

The Superintending Engineer,
Procurement & Contracts Wing,
PHPA-II,Bjimthangkha,
Wangdue, Bhutan

Having examined all the Bidding Documents including corrigenda/addenda, if any, and agreeable to hiring rates as applicable in Punatsangchhu-II Hydroelectric Project Authority, I hereby offer this "Bid Form" to execute the contract for hiring my vehicle bearing registration No.:.....in accordance with the Conditions of Contract accompanying this Bid.

This Bid and your written acceptance of it shall constitute a binding Contract between us. We understand that you are not bound to accept the lowest or any Bid you receive.

We hereby confirm that this Bid complies with all conditions of the Bidding Document and specified in the Rental Agreement for Hiring Private Vehicle.

We have no conflict of interest in accordance with provisions of this Bidding Documents.

Our duly executed Integrity Pact Statement is attached herewith.

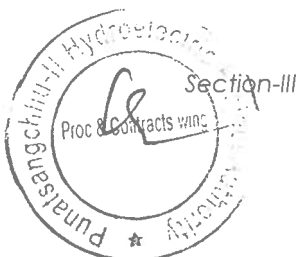
Authorized Signature:

(Affix Legal Stamp)

Name of Bidder:.....

Address:

Contact No:



FORM 2: CONFLICT OF INTEREST DECLARATION FORM

I, Mr/Mrs.....hereby declare that I have understood all the terms and Conditions of this contract and therefore agreeable without any contention or dispute.

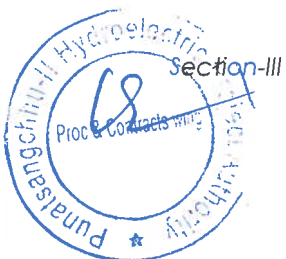
I further declare that I am not an employee/direct family member of any of the employee of the Lessee and therefore I do not have any conflict of interest.

(Affix Legal Stamp)

Name of Bidder:.....

Address:

Contact No:



FORM 3: PROFORMA FOR LETTER OF AWARD

To

[name and address of the successful bidder]

Dear sir,

This is to notify you that your bid for the Hiring of Vehicles [PHPA-II/SE(P&C)/Vehicle-219/2025/15] has been accepted at the following monthly rate in accordance with the terms and conditions of PHPA-II:

Lot No.	Type/Category of Vehicle	Fixed Rate upto 2000Km (Nu.)	Rate per Km for mileage upto 2000Km (Nu.)	Rate per Km for mileage in excess of 2000 Km (Nu.)
1	2	3	4	5
1	SUV with an engine capacity of 1400cc or above	.....	.....	.....
2	Mahindra Bolero Camper & Equivalent or higher (Double Cabin pick up vehicles).	.....	.....	.....
3	Night Halt Charges (outside project area)	Nu.500		

You are hereby instructed to:

- Confirm your acceptance of this Letter of Award by signing and dating both copies of it, and returning one copy to us no later than 10 days from the date hereof;
- Proceed with the execution of the said Contract;
- Furnish Performance / Security deposit pursuant to Clause 18, i.e., within 10 days after receipt of this Letter of Award;
- Report to the Office of Superintending Engineer (P&C) for signing of Contract/Vehicle Rental Agreement pursuant to Clause 17, i.e., within 10 days after receipt of this Letter of Award;

Yours sincerely,

(Superintending Engineer)

Procurement & Contracts,
PHPA-II, Bjimthangkha,
Wangduephodrang, Bhutan



FORM 4: INTEGRITY PACT STATEMENT

1. General:

Whereas the Superintending Engineer (Procurement & Contracts), representing the Punatsangchhu-II Hydroelectric Project Authority, Bjimthangkha, Wangduephodrang, hereinafter referred to as the **"Lessee"** on one part, and.....holding CID No., the owner of the vehicle, hereinafter referred to as the **"Lessor/Bidder"** on the other part hereby execute this agreement as follows:

2. Objectives:

Whereas, the Lessee and the Bidder agree to enter into this agreement, hereinafter referred to as IP, to avoid all forms of corruption or deceptive practice by following a system that is fair, transparent and free from any influence/unprejudiced dealings in the bidding process³ and contract administration⁴, with a view to:

- 2.1 Enabling the Lessee to obtain the desired contract at a reasonable and competitive price in conformity to the defined specifications of the works or goods or services; and
- 2.2 Enabling bidders to abstain from bribing or any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also refrain from bribing and other corrupt practices.

3. Scope:

The validity of this IP shall cover the bidding process and contract administration period.

4. Commitments of the Lessee:

The Lessee commits itself to the following:

- 4.1 The Lessee hereby undertakes that no officials of the Lessee, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favor or any material or immaterial benefit or any other advantage from the Bidder, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process and contract administration.

³ Bidding process, for the purpose of this IP, shall mean the procedures covering tendering process starting from bid preparation, bid submission, bid processing, and bid evaluation.

⁴ Contract administration, for the purpose of this IP, shall mean contract award, contract implementation, un-authorized sub-contracting and contract handing/taking over.



- 4.2 The Lessee further confirms that its officials shall not favor any prospective bidder in any form that could afford an undue advantage to that particular bidder in the bidding process and contract administration and will treat all Bidders alike.
- 4.3 Officials of the Lessee, who may have observed or noticed or have reasonable suspicion shall report to the head of the employing agency or an appropriate government office any violation or attempted violation of clauses 4.1 and 4.2.
- 4.4 Following report on violation of clauses 4.1 and 4.2 by official (s), through any source, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings shall be initiated by the Lessee and such a person shall be debarred from further dealings related to the bidding process and contract administration.

5. **Commitments of Bidders**

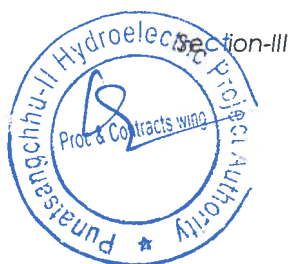
The Bidder commits himself/herself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of the bidding process and contract administration in order to secure the contract or in furtherance to secure it and in particular commits himself/herself to the following:

- 5.1 The Bidder shall not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Lessee, connected directly or indirectly with the bidding process and contract administration, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding process and contract administration.
- 5.2 The Bidder shall not collude with other parties interested in the contract to manipulate in whatsoever form or manner, the bidding process and contract administration.
- 5.3 If the bidder(s) have observed or noticed or have reasonable suspicion that the provisions of the IP have been violated by the procuring agency or other bidders, the bidder shall report such violations to the head of the procuring agency.

6. **Sanctions for Violation:**

The breach of any of the aforesaid provisions shall result in administrative charges or penal actions as per the relevant rules and laws.

- 6.1 The breach of the IP or commission of any offence (forgery, providing false information, mis-representation, providing false/fake documents,



bid rigging, bid steering or coercion) by the Bidder, or any one employed by him, or acting on his/her behalf (whether with or without the knowledge of the Bidder), shall be dealt with as per the terms and conditions of the contract and other provisions of the relevant laws, including De-barmen Rules.

6.2 The breach of the IP or commission of any offence by the officials of the procuring agency shall be dealt with as per the rules and laws of the land in vogue.

7. Monitoring and Administration:

7.1 The Procurement & Contracts Wing, PHPA-II shall be responsible for administration and monitoring of the IP as per the relevant laws.

7.2 The bidder shall have the right to appeal as per the arbitration mechanism contained in the relevant rules.

We, hereby declare that we have read and understood the clauses of this agreement and shall abide by it.

The parties hereby sign this Integrity Pact at **Bjimthangkha,Wangduephodrang** on **2025**.

.....
LESSEE

.....
LESSOR/BIDDER

CID :

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CID :

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Witness
Name:.....

Witness:
Name:.....

CID :

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CID :

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FORM 5: PROFORMA FOR VEHICLE RENTAL AGREEMENT

This agreement is made thisday ofMonth.....2025
BETWEEN (Name, CID no.).....(Dzongkhag, Gewog, Village)....., the owner of the vehicle [hereinafter referred to as the "Lessor" which article shall wherever the context so admits include its assigns and successor in title] of the one part;

AND

PUNATSANGCHHU-II HYDROELECTRIC PROJECT AUTHORITY (PHPA-II), its headquarter at Bjimthangkha, Wangduephodrang [hereinafter referred to as the "Lessee" which article shall wherever the context so admits include its assigns and successor in title] represented by the **Superintending Engineer (Procurement & Contracts Wing)** of the other part;

RECITALS;

1. Whereas the Lessor is the owner of the vehicle having the following descriptions:
 - (i) Make/Type of Vehicle:
 - (ii) Registration Number:
 - (iii) Date of Registration:
 - (iv) Chassis Number:
 - (v) Engine Number:
 - (vi) Colour:
2. Whereas the Lessor is desirous of leasing the vehicle
3. Whereas the Lessee has agreed to lease the aforesaid vehicle on the terms and conditions herein contained.

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

1. RENTAL

The vehicle is hereby leased at a monthly rate as under:

Lot No	Type/Category of Vehicle	Fixed Rate upto 2000Km (Nu.)	Rate per Km for mileage upto 2000 Km (Nu.)	Rate per Km for mileage in excess of 2000 Km (Nu.)
1	2	3	4	5
1	SUV with an engine capacity of 1400cc or above	.....	.....	.....
2	Mahindra Bolero Camper & Equivalent or higher (Double Cabin pick up vehicles).	.....	.....	.....
3	Night Halt Charges (outside project area)	Nu.500		



The rental for vehicle shall be firm during the period of the contract & extension if granted, and no price escalation shall be payable separately for whatever reason and conditions thereof.

2. DURATION

The agreement shall endure for a period of..... commencing onDAY,.....MONTH.....YEAR and shall then expire unless renewed by the mutual agreement of the Parties.

The Lessee shall have the right to extend up to a period not exceeding one year on the same terms and conditions or not to extend the duration of the contract.

3. TERMS OF PAYMENT

The monthly payment for rental of vehicle shall be as specified under Clause 1 of this agreement. The monthly bill shall comprise of fix rate, fuel/millage and night halt charges for the driver.

The Lessee shall make the monthly payment after deduction of statutory levies, directly to the account of the owner within 15 days after submission of bills duly verified by the Engineer-In-Charge. For this purpose, the Lessor shall submit bank account and contact details at the time of signing the agreement.

4. PERFORMANCE SECURITY/ SECURITY DEPOSIT

The Lessor shall deposit a sum of **Nu. 5,000.00 (Five Thousand)** only as the security deposit at the time of signing the agreement or it shall be deducted from the first monthly bill of the vehicle. The security deposit shall be forfeited in case the Lessor fails to comply with the terms and conditions of this agreement. The security deposit shall be refunded within one month after the vehicle has been released by Lessee upon successful completion of contract duration or prior to expiry of contract duration as per the stipulations of this agreement.

5. INSURANCE, TAXES & DUTIES

The Lessor shall maintain proper insurance of the vehicle, preferably comprehensive insurance and shall comply with all the statutory requirements for plying the vehicle on hire basis on roads as per the rules of Kingdom of Bhutan.

The registration fee, payment of route permits, renewal of route permits, payment of all taxes and levies shall be the responsibility of the Lessor.

6. OPERATION, MAINTENANCE & REPAIR

6.1 Operation

The vehicle shall be at the disposal of Lessee for the contract period. The vehicle shall be on duty of the Lessee on 24 hours basis even on public



holiday including Sundays, depending on the urgency of works. The vehicle shall be able to ply in all routes in Bhutan and the adjoining states of India.

6.2 Routine Maintenance

The Lessor shall be responsible for all types of repairs and maintenances including replacement of parts, lubricants/coolants/grease/tyres/tubes, new fitting and spare parts etc.

The Lessor may avail two days of rest in a month with prior approval of the Engineer-In-Charge and representative Heads of the Divisions/Wings. These rest days shall be used for routine maintenance of the vehicle. The journeys performed for maintenance shall be at the cost of the Lessor.

The speedometer of the vehicle will be jointly sealed by the parties at the time of signing the agreement. No vehicle without working speedometer shall be acceptable. In the specific cases of speedometer breakdown, the permission for running the vehicle shall be obtained from the respective EIC's, Heads of the Circles, Divisions and Wings.

6.3 Breakdown & Repair

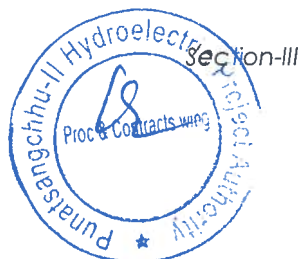
The Lessor shall make arrangement to provide a substitute vehicle of equivalent category within 24 hours in case the leased vehicle undergoes major repair or remain in off road condition. Failure to provide a substitute vehicle shall result in levy of penalty to the tune of Nu. 1,000.00 per day. The recovery to this effect shall be made from the running bill of the vehicle. The hire charges for the absence period shall not be payable. In case the Lessor fails to provide substitute vehicle within 7 (Seven) days, the Contract Agreement shall be terminated automatically.

6.4 Accidents & Repair

Accidents are to be reported to the Police within 24 hours if damage has occurred or a person has been injured. In the case of an accident, all claims, repairs etc., shall be made by the Lessor without any liability on the Lessee.

7. DRIVER

The Lessor shall provide a driver holding valid driving vehicle license and having at least three years' experience of driving. The driver shall come for duty in national dress. Any changes of the driver by the Lessor shall be intimated to the Lessee in writing. The payment of salary and other perks for the driver shall be the responsibility of the Lessor. The Lessee shall not provide any accommodation whether temporary or permanent or pay any house rent to the driver.



The driver shall have a mobile phone with local number for better coordination with representatives of the Lessee. The expenditure on this account shall be borne by the Lessor or the driver himself. Any fine/penalty, if imposed due to default on the part of the driver shall be paid by the Lessor.

It is the duty and responsibility of the driver to keep daily records of the movement and mileage coverage of the vehicle and get it properly signed by the officer using the vehicle. The officer using the vehicle shall note the initial odometer reading of the vehicle each morning and close the logbook at the end of the day. Any mileage covered for personal use by the driver or the owner of the vehicle shall be treated as private and no payment shall be made for this.

8. THIRD PARTY LIABILITIES

The Lessor shall be responsible for compensation payable arising out of accident or payment to third party, if involved. No compensation, whatsoever for damage to the vehicle, death or injury to the driver, or any other account will be made by the Lessee caused by accident/damage to vehicle.

In case, loss to the property of Lessee is caused due to the negligence on the part of the driver of the vehicle, such losses shall be compensated by the Lessor.

9. TERMINATION OF THE AGREEMENT

The Lessee shall have the right to terminate this agreement in the event of occurrence of following upon giving the Lessor 15 days notice in writing:

- (i) Misbehavior by the Lessor with employees of Lessee. In case of misbehavior by the driver, the Lessor shall be informed to replace and non-compliance to this within 15 days shall lead to termination of the contract;
- (ii) In case the Lessor fails to provide substitute vehicle within 7 days, the contract agreement shall be terminated automatically;
- (iii) Disobedience/refusal to perform duties at any time;
- (iv) Vehicle is not maintained properly;
- (v) Breach of any contract clause; and
- (vi) Any breach of the Law of the Kingdom of Bhutan involving criminal case, illegal activities etc.; agreement shall be terminated within a day.
- (vii) In case the Lessor fails to return the hired vehicle so substituted to resume duty reckoned from the day of providing a substitute



vehicle within 30 days, the contract agreement shall be liable to be terminated.

The Lessee shall have the option to terminate this agreement without assigning any reason upon serving 30 days' notice in writing to Lessor.

10. GOVERNING LAW

This agreement shall in all respects be governed and construed in accordance with the Laws of the Kingdom of Bhutan.

11. RESOLUTION OF DISPUTES

- (i) The parties shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
- (ii) If the parties fail to resolve their dispute or difference through mutual consultation, it shall be settled through arbitration in accordance with the Alternative Dispute Resolution Act of Bhutan, 2013.

IN WITNESS WHEREOF the Parties hereto have caused this agreement to be executed by its duly authorized representatives as of the day and year first above written.

Affix
Legal
Stamp

Affix
Legal
Stamp

Signed for & on behalf of PHPA-II

Signed by Vehicle Owner

Name:.....

Name:.....

CID :

CID :

In presence of:

Witness:.....

Witness:.....

Name:.....

Name:.....

CID :

CID :



SECTION-IV : PRICE SCHEDULE



PRICE SCHEDULE

LOT No.	Type/Category of Vehicle	Monthly Hire Charge (Nu.)			
		Fixed Rate upto 2000 Km	Rate per Km for mileage upto 2000 Km	Rate per Km for mileage in excess of 2000 Km	Total Hire Charge upto 2500 km
A	B	C	D	E	F= C+(Dx2000) + (Ex500)
1	SUV with an engine capacity of 1400cc or above				
2	Mahindra Bolero Camper & Equivalent or higher (Double Cabin pick-up vehicles)				

In words: Total Monthly Hire Charge upto 2500 Km:.....

Note: For the evaluation & comparison purpose, monthly hire charge shall be worked out upto 2500Km as shown above.

VEHICLE DETAILS:

Sl.No	Description	Remarks
1	Vehicle Description	
	i) Make/Type of Vehicle:	
	ii) Registration No.:	
	iii) Date of Registration:	
	iv) Model.....	
2	Name of Owner:	

Signature:.....
Name:.....
CID No:.....



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