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**PUNATSANGCHHU-II HYDROELECTRIC PROJECT  
AUTHORITY**



**BIDDING DOCUMENT  
FOR  
HIRING OF PRIVATE BUSES  
PUNATSANGCHHU-II HYDROELECTRIC PROJECT  
AUTHORITY**

**Tender No.: PHPA-II/SE(P&C)/Auto Workshop/2025/01**



**FEBRUARY 2025**

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## CONTENTS

<b>SECTION-I : INVITATION OF BIDS</b>	
<b>INVITATION OF BIDS FOR HIRING OF VEHICLES .....</b>	<b>4</b>
<b>SECTION-II: TERMS AND CONDITIONS</b>	
<b>A. INTRODUCTION .....</b>	<b>5</b>
1. Scope of Work .....	6
2. Eligibility Criteria .....	6
3. Responsibility of Bidders .....	7
<b>B. PREPARATION OF BIDS.....</b>	<b>7</b>
4. Documents to be submitted by Bidder.....	7
5. Period of Validity of Bids .....	7
6. Bid Security .....	7
7. Taxes .....	8
8. Bid Price.....	8
9. Signing of Bid.....	8
<b>C. SUBMISSION OF BIDS .....</b>	<b>8</b>
10. Sealing and marking of Bids .....	8
11. Deadline for Submission of Bids .....	9
12. Late Bids.....	9
<b>D. BID OPENING AND EVALUATION .....</b>	<b>9</b>
13. Bid Opening and Determination of Responsiveness .....	9
14. Evaluation and Comparison of Bids .....	9
15. Rejection of Bids .....	9
16. Lessee's Right .....	9
<b>E. AWARD OF CONTRACT.....</b>	<b>9</b>
17. Award Criteria .....	9
18. Letter of Award .....	10
19. Signing of Contract Agreement .....	10
20. Performance Security/ Security Deposit .. <b>Error! Bookmark not defined.</b>	
21. Resolution of Disputes.....	10
22. Corrupt or Fraudulent Practices .....	11
<b>SECTION-III : FORMS .....</b>	<b>13-25</b>
<b>SECTION-IV : PRICE SCHEDULE.....</b>	<b>27</b>



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## SECTION I –NOTICE INVITING TENDER



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**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 Private Buses for one (1) year:

Lot No.	Type/Categories of Vehicle	Qty. (No.)	Model	Remarks
1	Bus (32-seater)	02	2018 or later	For eligibility criteria, refer Bidding Documents

1.	<b>Tender Document</b>	The Bidding Document can be downloaded for free from our website: <a href="https://phpa2.gov.bt/tenders/">https://phpa2.gov.bt/tenders/</a> .
2.	<b>Tender No.</b>	<b>PHPA-II/SE(P&amp;C)/Auto Workshop /2025/01</b>
3.	<b>Last date &amp; time of submission</b>	18.02.2025 at 2:00 PM (Local Time)
4.	<b>Place of Submission</b>	<b>Procurement &amp; Contracts Wing, PHPA-II, Bjimthangkha, Wangduephodrang, Bhutan.</b>
5.	<b>Date &amp; Time of Bid Opening</b>	Date: 18.02.2025 at 2.30 PM (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](mailto:contracts@phpa2.gov.bt).

(Sd/-)

**Superintending Engineer,  
Procurement & Contracts**



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## SECTION II – TERMS & CONDITIONS



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**A. INTRODUCTION****1. Scope of Works**

- 1.1 Punatsangchhu-II Hydroelectric Project Authority (PHPA-II), intends to hire the following vehicles for carrying out duties of its staff in the construction of 1020 MW Punatsangchhu-II Hydroelectric Project in Wangduephodrang Dzongkhag:

Sl.No.	Type of vehicle	Nos.	Period of hiring	Model
1	Bus (32-seater)	02	12 months	Year 2018 or later

- 1.2 The detailed scope of work and responsibilities of the Bidder are clearly defined under **Form 7, Section III– Vehicle Rental Agreement**.
- 1.3 The vehicle owner shall provide driver with requisite license along with hired vehicle.
- 1.4 The rates/charges for hiring of bus shall be indicated as per the Price Schedule (**Sect: IV**).

**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 employee<sup>1</sup> nor his / her direct family members<sup>2</sup>;
- 2.3 The buses shall be of 2018 Model or later.
- 2.4 The vehicle should have a valid registration and insurance policy.
- 2.5 The vehicle must have good/comfortable upholstery for seats with cotton cloth covering on the seat/back rest.
- 2.6 The vehicle shall be well maintained and in good running & mechanical condition;

The bidder should not have been debarred or blacklisted by any Government / Public Agencies in Bhutan. (**The bidder must fill the Affidavit enclosed at Form 2, Section III**).

**3. Responsibility of Bidders**

- 3.1 The Employer 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 Employer. Verbal communication or conversation with any official, employee of the Employer either before or after the submission of Bid shall not affect or modify any of the terms or obligations contained herein.
- 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.

<sup>1</sup> Direct Family Member means children, legally adopted children, spouse.

<sup>2</sup> Definition of “employee” as stipulated in Service Rules of PHPA-II or the subsequent amendment thereof shall be applicable.



## B. PREPARATION OF BIDS

### 4. Documents to be submitted by Bidder

- 4.1 The Bidder shall submit the following documents along with the bid documents:
- i. Bidding Document duly signed on each page.
  - ii. Bid Security
  - iii. Copy of valid vehicle registration certificate.
  - iv. Road worthiness certificate
  - v. Copy of valid insurance policy documents for the vehicle.
  - vi. Copy of citizenship identity card of the owner.
  - vii. Duly filled Bid & Declaration Forms
  - viii. Duly filled & signed Integrity Pact.
  - ix. Duly filled Price Bid.

Failure to submit the above documents shall be liable for rejection.

### 5. Period of Validity of Bids

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

### 6. Bid Security

- 6.1 The Bidder shall furnish a Bid Security of **Nu. 5,000.00** (Ngultrum Five 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 22** [Corrupt or Fraudulent Practices] or defaults committed under Integrity Pact.
- In the case of a successful Bidder, if he fails within the specified time limit to:
- i) sign the Contract in accordance with **Clause 19**;





ii) furnish a Performance Security in accordance with **Clause 20**;

**7. Taxes**

Any taxes and duties, if applicable, shall be deducted as per actual.

**8. Bid Price**

8.1 Bidders shall quote their rates as per Price Schedule under section IV of this bidding document.

8.2 Bidders can quote rates for either one or both the buses.

8.3 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.

**9. Signing of Bids**

The bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to bind the bidder to the Contract. Proof of authorization shall be furnished in the form of a written Power of Attorney which shall accompany the bid. All pages of the bid and entries where amendments have been made shall be initialed by the person or persons signing the bid.

The complete bid shall be without alternations, interlineations or erasures, except those to accord with instructions issued by the PHPA-II, or as necessary to correct errors made by the bidder, in which case such corrections shall be initialed by the person or persons signing the bid.

**C. SUBMISSION OF BIDS**

**10. Sealing and Marking of Bids**

10.1 Bidders may always submit their bids by registered post or by hand. The Bidder shall seal the original and a copy of the Bid in two inner envelopes and one outer envelope, duly marking the inner envelopes as "ORIGINAL" and "COPY."

10.2 The Bid Security shall be submitted by the Bidder in a separate sealed Third Inner envelope.

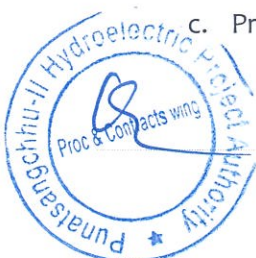
10.3 The inner and outer envelopes shall be

a. addressed to the PHPA-II at the following address:

**Superintending Engineer,  
Procurement & Contracts Wing,  
PHPA-II, Bjimthangkha, Wangduephodrang, Bhutan  
Ph. No. +975-2-471744,**

b. Bid Ref. No. "PHPA-II/SE(P&C)/Auto Workshop/2025/01 "

c. Provide a warning not to open before 18.02.2025 at 2:30 PM(BST)



10.4 If the envelope is not sealed and marked as instructed above, the PHPA-II will assume no responsibility for the misplacement or premature opening of the bid submitted.

10.5 Each bidder shall submit only one bid. The bidder who submits or participate in more than one bid shall be liable for disqualification of the bids.

#### 11. Deadline for Submission of Bids

11.1 The bids must be received by the Superintending Engineer (Procurement & Contracts Wing), PHPA-II, Bjimthangkha, Wangdue, Bhutan as per time and date specified in NIT.

#### 12. Late Bids

PHPA-II shall not consider any bid that arrives after the deadline for submission of bids as specified under **Clause 11**. Any bid received by PHPA-II after the deadline shall be declared late, rejected and returned unopened to the bidder.

#### D. BID OPENING AND EVALUATION

#### 13. Bid Opening and Determination of Responsiveness

The employer shall open the bids on the stipulated date & time in the presence of the bidders or authorized representatives who may wish to attend. PHPA-II will determine the responsiveness of the bids in accordance with **Clause 2 & 4**.

#### 14. Evaluation and Comparison of Bids

The Employer shall only evaluate and compare the Bids determined to be substantially responsive bids established in accordance with **Clause 2 & 4**.

#### 15. Rejection of Bids

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 documents in accordance with **Clause 6**,
- (ii) the bid is not found responsive in accordance with the **Clause C**, submission of Bids,
- (iii) the bid deviated seriously from the provision for this bid document.

#### 16. Lessee's Right

The Employer 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 Employer.

#### E. AWARD OF CONTRACT

#### 17. Award Criteria

17.1 To determine the rank of the bidder, the total monthly charges shall be worked out for a mileage upto 4500 Km based on their quoted rates.

The bidder shall be ranked from the lowest to the highest monthly charges and accordingly consider for award of Contract.





17.3 If the successful bidder (lowest evaluated bidder) has quoted only for one bus, other responsive bidders shall be invited sequentially to match the L-1 rate, and considered for award of work.

17.4 If the bid prices of 2 or more bidders are equal, the newest vehicle shall be given the priority over the older one.

## 18. Letter of Award

18.1 Prior to expiry of the period of Bid validity, the Employer will notify the successful Bidder, by a Letter of Award (LoA) in writing, by registered letter, or email that its Bid has been accepted indicating the award price in the **Proforma (Form 1, Sec-III)**.

18.2 Until a formal Contract is prepared and executed, the Letter of Award shall constitute a binding Contract between the successful Bidder and the Employer.

## 19. Signing of Contract Agreement

Within 10 (Ten) days of issue of the letter of award the successful bidder shall report to the Employer's office for signing of the Contract Agreement in the Proforma (**Form 7, Sec-III, Vehicle Rental Agreement**). The successful bidder must deploy the buses within 10 (Ten) days after the signing of the Contract Agreement.

## 20. Performance Security/Security Deposit

20.1 For the due performance of the Contract, the Contractor shall within 15 (fifteen) days of receipt of notification of award but not later than the date of signing of the Contract Agreement furnish to the PHPA-II, a performance security for an amount equivalent to 10 (Ten) percent of the Contract price.

20.2 The performance security shall be in the form of an irrevocable Bank Guarantee, in favor of the PHPA-II, issued by nationalized bank located in Bhutan as per the Proforma (**Form 6: Sec-III**). The cost of complying with the requirements of this Clause shall be borne by the Contractor, unless the Contract otherwise provides.

20.3 The Performance Security shall be released by the PHPA-II within 30 days after the completion of the Contract. No interest shall be payable on PBG.

20.4 Failure of the successful bidder to submit the above-mentioned Performance security or sign the Contract shall constitute sufficient grounds for the annulment of the award.

## 21. Resolution of Disputes

21.1 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.

21.2 If the parties fail to resolve their dispute or difference through mutual consultation, it shall be settled by arbitration in accordance with the Alternate Dispute Resolution Act of Bhutan, 2013



## 22. Corrupt or Fraudulent Practices

22.1 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:

- 22.2.1 "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.
- 22.1.2 "Fraudulent practice" means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a Contract.
- 22.1.3 "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.
- 22.1.4 "Coercive practice" means harming or threatening to harm, directly or indirectly, person or their property to influence or affect the execution of Contract.
- 22.1.5 "Integrity Pact" means an agreement signed between the Consultant and the Employer committing the persons/officials of both the parties, not to exercise any corrupt influence on any aspect of the Contract.
- 22.2 An agreement called Integrity Pact between the prospective Bidders and the Employer shall be signed committing the persons/officials of both the parties, not to exercise any corrupt influence on any aspect of the Contract as per **Form 5, Sect:III.**
- 22.3 A Bid shall be rejected by the Employer 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 and his Bid Security shall be forfeited. The Bidder shall not be entitled for any compensation whatsoever under this clause.
- 22.4 The Employer 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.
- 22.5 The documents/information submitted by Bidder may be verified by the officials of the Employer 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 Employer shall have full rights to cancel his Bid, forfeit the bid security and terminate the Contract, if awarded.





## SECTION III- FORMS



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**FORM 1: BID FORM**

**The Superintending Engineer  
Procurement & Contracts Wing  
Punatsangchhu-II Hydroelectric Project Authority  
Bjimthangkha, Wangduephodrang**

Having examined all the Bidding Documents including 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 vehicles 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 and Title of Signatory:.....

Name of Bidder:.....

Address: .....



**FORM 2: AFFIDAVIT**

I/We having our office as mentioned below and declare that I/We have never been blacklisted/debarred by any Government / Public Agencies in Bhutan.

Affix  
Legal  
Stamp

Name:.....

CID : 

--	--	--	--	--	--	--	--	--	--

Name of the Agency:

Address:

Date:

Place:



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### FORM 3: DECLARATION FOR CONFLICT OF INTEREST

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

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

Affix  
Legal  
Stamp

Name:.....

CID : 

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**FORM 4: PROFORMA FOR LETTER OF AWARD**

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To

*[name and address of the Contractor]*

This is to notify you that your Bid dated *[insert date]* for execution of the *[insert name of the Contract and identification number]* for the Contract Price of *[insert amount in numbers and words]* *[insert name of currency]*, is accepted in accordance with the Instructions to Bidders by PHPA-II.

The Contract in duplicate is attached hereto.

You are hereby instructed to:

- (a) 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 **15 days** from the date hereof;
- (b) proceed with the execution of the said Contract;
- (c) sign and date both copies of the attached Contract and return one copy to us within **15 days** of the date hereof; and
- (d) Furnish Performance Security pursuant to clause 20, i.e., within **15 days** after receipt of this Letter of Award.

Yours sincerely

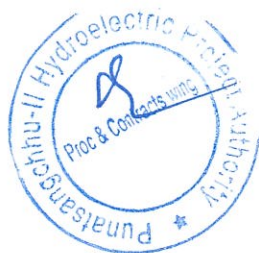
**Superintending Engineer**

Procurement & Contracts Wing

Punatsangchhu-II Hydroelectric Project Authority

Bjimthangkha, Wangduephodrang

Attachment: Contract





## FORM 5: INTEGRITY PACT STATEMENT

### 1. General:

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

### 2. Objectives:

Whereas, the Employer 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 process**<sup>3</sup> and **contract administration**<sup>4</sup>, with a view to:

- 2.1 Enabling the Employer 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 Employer:

The Employer commits itself to the following:

- 4.1 The Employer hereby undertakes that no officials of the Employer, 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.
- 4.2 The Employer 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 Employer, 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.

<sup>3</sup> 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.

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



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 Employer 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 Employer, 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 respective procuring agency 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**.

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Legal  
Stamp

**PURCHASER**

**BIDDER / REPRESENTATIVE**

CID:

CID:

**Witness**

:

Name:

CID:

**Witness:**

Name:

CID:



**FORM6: PROFORMA FOR BANK GUARANTEE FOR PERFORMANCE SECURITY**

To  
The Punatsangchhu-II Hydroelectric Project Authority  
Bjimthangkha, Wangdue Phodrang  
Bhutan.

WHEREAS (Name and Address of Contractor) ..... (hereinafter called “the Contractor”) has undertaken, in pursuance of Contract No..... dated..... to execute (Name of Contract and Brief Description of Works) ..... (hereinafter called “the Contract”).

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized bank of the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee;  
NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, upto a total of .....(Amount of Guarantee) in words and figure.....to be inserted by the Guarantor, representing the percentage of the Contract Price, specified in the Contract, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of .....(Amount of Guarantee) as aforesaid without your needing to prove or to show grounds or reason for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed thereunder or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee is valid until the date 90 days after the expiry of the contract.

**SIGNATURE AND SEAL OF THE GUARANTOR**

Name of Bank  
Address  
Date

**Note:** The Bidders are not required to fill this Proforma.



**FORM 7: PROFORMA FOR VEHICLE RENTAL AGREEMENT**

This agreement is made on this ..... day of .....2025

**BETWEEN**

**NAME, ..... HOLDING CITIZENSHIP IDENTITY CARD NUMBER**  
**..... HAILING FROM.....**, 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, Wangdue Phodrang [hereinafter referred to as the “Lessee” which article shall wherever the context so admits include its assigns and successor in title] represented by the **CHIEF SECURITY & FIRE OFFICER (AUTO WORKSHOP)** of the other part;

**RECITALS;**

- Whereas the Lessor is the owner of the vehicle having the following descriptions:

Sl.No.	Make/type of vehicle	Registration Number	Date of registration	Chassis Number	Engine Number	Colour
1						
2						

- Whereas the Lessor is desirous of leasing the vehicle.
- 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:

Sl.No	Type/Category of Vehicle	Fixed rate upto 4000 Km (Nu.)	Rate per Km for use beyond 4000 Km (Nu.)	Remarks
1	2	3	4	5
1				

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.

**DURATION**





The agreement shall endure for a period of 12 (Twelve) months commencing on .....DAY,.....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 is as specified under Clause 1 of this agreement.

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. INSURANCE, TAXES & DUTIES

The Lessor shall ensure that the vehicles under Contract are covered by a comprehensive insurance by a leading/reputed insurance provider. The insurance policy shall cover compensation for the loss/damage to the vehicle, driver and co-passengers. Under no circumstance shall PHPA-II be liable to compensate any loss/damage caused to/by the vehicle during the execution of the Contract.

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

### 5. OPERATION, MAINTENANCE & REPAIR

#### 5.1 Operation

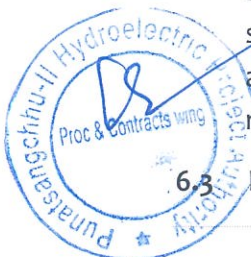
The vehicle shall be at the disposal of Lessee for the Contract period. The vehicle shall be on duty of the Lessee on 24 hours basis even on public holiday including Sundays, depending on the urgency of works. The vehicle shall be parked in the designated PHPA-II parking. The vehicle shall be able to ply in all routes in Bhutan and the adjoining states of India. The reporting/release point shall normally be within the project area. However, PHPA-II reserves the right to change the reporting/release point by giving a notice in advance. The Lessor shall not be provided/paid for any dead mileage (distance before the reporting point and after the releasing point). No charges for night halt will be paid.

#### 5.2 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 required maintenance may be carried out in consultation with the Lessee. 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 Officer-In-Charge.

#### 6.3 Breakdown & Repair





The Lessor shall make arrangement to provide a substitute vehicle of equivalent category within 12 hours if the leased vehicle gets breakdown. A penalty shall be levied to a tune of Nu. 6000.00 per day if the leased vehicle remain in off road condition & fail to provide a substitute vehicle within 12 hours. 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 of same category within 7 (Seven) days, the contract agreement shall be terminated Automatically.

#### 6.4 Accidents & Repair

Any accident during the course of official duty shall be reported by the Lessor or his driver to the Police/Chief Security Officer, PHPA-II immediately if damage has occurred or a person has been injured. However, the Lessor shall operate the vehicles entirely at their own cost and PHPA-II shall not be responsible for any damage/losses incurred both for the vehicle or persons travelling in the vehicle at any time.

#### 7. DRIVER

The Lessor shall provide a driver holding valid Professional Driving (PD) license for Heavy bus. The driver shall come for duty in national dress/uniform provided by the Lessor and follow the duty timing of Project strictly as intimated from time to time. 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/handy boy 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 or handy boy.

The driver shall have a mobile phone in working condition and charged condition 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/maintain duty sheet Log Book and is 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. MANDATORY REQUIREMENTS DURING DUTY HOURS

While deploying the vehicle, the Lessor shall always ensure the following:

- i. Valid/renewed registration certificate, Insurance certificate, Fitness certificate, Emission Test certificate and valid driving license of the driver at all times in the vehicle or with the driver.
- ii. Provide a handy boy/helper to assist the driver.
- iii. Provide a First-Aid-Box in the vehicle with all the required first aid medicines for emergency use.



- iv. Maintain proper cleanliness and follow Health Safety Protocols amended by MoHs from time to time.
- v. Essential spares like fan belt, inflated spare tyres, spare bulbs & fuses, jack, lever, etc., and standard tools & tackles shall be available in the vehicle at all times to attend emergencies.
- vi. Any other statutory requirement in force from time to time.

#### 9. 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.

#### 10. 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(seven) days, the contract agreement shall be terminated automatically;
- (iii) Disobedience/refusal to perform duties at any time;
- (iv) Vehicle is not maintained properly;
- (v) If the lessor sublet the vehicle hired by PHPA-II during the entire contract period.
- (vi) Breach of any contract clause; and
- (vii) Any breach of the Law of the Kingdom of Bhutan involving criminal case, illegal activities etc.; agreement shall be terminated within a day.

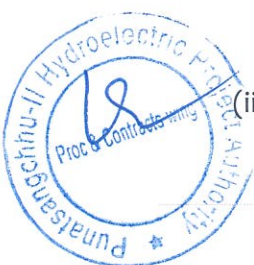
The Lessee shall have the option to terminate this agreement without assigning any reason upon serving 30 days notice in writing to Lessor.

#### 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/Representative

Name:.....

Name:.....

CID : 

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CID : 

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In presence of:

Witness:.....

Witness:.....

Name:.....

Name:.....

CID : 

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CID : 

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## SECTION IV – PRICE SCHEDULE



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**PUNATSANGCHHU-II HYDROELECTRIC PROJECT AUTHORITY  
PRICE SCHEDULE FOR HIRING OF BUS (32 seaters)**

Sl.No.	Quantity	Fixed Rate upto 4000Km/month (Nu.)	Rate per Km for use beyond 4000 Km (Nu.)	For uniformity, the Km beyond 4000 Km to be considered 500Km	Total Amount(Nu.)
1	2	3	4	5=col4x500Km	6=col2x(col3+col5)
1					

Total Amount(Words):.....

**Note:**

For evaluation & Comparison purpose, the above rate shall be considered for only one bus.

**Sign & seal of bidder**

Name:.....

CID: 

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