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PUNATSANGCHHU-II HYDROELECTRIC PROJECT AUTHORITY



REVISED BIDDING DOCUMENT

FOR

HIRING OF 4 NOS OF PRIVATE BUSES

PUNATSANGCHHU-II HYDROELECTRIC PROJECT AUTHORITY

Tender No. : PHPA-II/CE(P&C)/Vehicle-219/2026/15 dated 20.05.2026

MAY 2026



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## SECTION-I : INVITATION OF BIDS



**Notice Inviting Tender**  
**(NIT No. PHPA-II/CE(P&C)/Vehicle-219/2026/15)**

The Punatsangchhu-II Hydroelectric Project Authority (PHPA-II) is pleased to invite "Sealed Bids" from Bhutanese nationals for providing services for hiring of 4 Nos of private buses for 12 months:

Sl. No.	Type/Categories of Vehicle	Qty. (No.)	Model	Remarks
1	Bus (27 seater and above ) of TATA/Eicher or equivalent .	4 Nos	2021 or later	For eligibility criteria, refer Bidding Documents

1. The deadline for submission of bids is up to **10:00 Hrs on 05.06.2026** and the bids shall be opened at 10:30 Hrs. on the same day.
2. A non-refundable tender fee of **Nu. 1000.00 (One Thousand)** in the form of a Demand Draft (DD) or Cash Warrant drawn in favor of PHPA-II, shall be submitted during the submission of bids,

OR

Shall be deposited directly into **PHPA-II's Account No. 102081338** maintained with the Bank of Bhutan, Wangdue, and submit the proof of payment during the submission of bids.

3. Download/Issue of Bidding Documents shall not automatically construe that the Bidder fulfils the eligibility requirements which shall be determined during Bid evaluation based on data/documents submitted by the Bidder.
4. All Bids must be accompanied by Bid Security as specified in the Bidding Documents. Bids not accompanied with an acceptable Bid security as specified in Bidding Documents or Bids accompanied with Bid Security of inadequate value and validity shall be rejected at the time of the opening.
5. PHPA-II reserves the right to accept or reject any Bid partly or fully or cancel the bidding process without assigning any reasons thereof and in such case no Bidder/intending Bidder shall have any claim arising out of such action.



Chief 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 Buses:

Sl. No.	Type/Categories of Vehicle	Qty. (No.)	Model	Period of Hiring
1	Bus (27-seater and above) of TATA/Eicher or equivalent.	4	2021 or later	12 Months

- 1.2 The owner shall provide bus 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 employee<sup>1</sup> nor his / her direct family members<sup>2</sup>;
- 2.3 The Bus shall be a **2021 model or later**;
- 2.4 The Bus shall have a valid registration certificate, road worthiness certificate, and insurance policy;

**Note:**

*Notwithstanding the submission of a third-party insurance policy during the bidding process, the successful Bidder shall, prior to or at the time of signing the Contract, furnish a comprehensive insurance policy covering all risks as required under the Contract.*

- 2.5 Registration of the bus shall be in the name of Bidder only; sale deed or transfer of ownership agreement shall not be valid;
- 2.6 The Bus shall be well maintained and in good running & mechanical condition;

<sup>1</sup>Definition of "employee" as stipulated in Service Rules of PHPA-II or the subsequent amendment thereof shall be applicable.  
<sup>2</sup>Direct Family Member means children, legally adopted children, spouse.



### 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.
- 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 constituting the Bid

The Bid submitted by the Bidder shall include 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 Conflict of Interest Declaration Form.
- (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 **sixty (60) days** from the Bid submission deadline or extension, if any.

### 6. Bid Security

- 6.1 The Bidder shall furnish a Bid Security of **Nu.55,000.00 (Ngultrum Fifty-Five thousand only) per bus** in the form of unconditional and Irrevocable Bank Guarantee, cash warrant/demand draft drawn in favor of Punatsangchhu-II Hydroelectric Project Authority (PHPA-II) payable at the Bank of Bhutan, Bajo, Wangduephodrang;

Or

Shall be deposited directly into **PHPA-II's Account No. 102081338** maintained with the Bank of Bhutan, Wangdue, and submit the proof of payment during the submission of bids.

- 6.2 The Bid security shall remain valid for a period of **forty-five (45) 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 17**;

## 7. Bid Price

- 7.1 Bidder shall quote rate as per Price Schedule under **section IV** of this bidding documents.
- 7.2 Bidders can quote rates for either one or more buses.
- 7.3 The quoted rate shall be inclusive of all the applicable taxes, duties and fees.
- 7.4 Night halt charges of **Nu.1,000 (one thousand)** per night shall be paid separately for halt outside project area.



- 7.5 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.
- 7.6 The bid price shall be fixed for the duration of performance of the Contract & extension thereof.

#### 8. Taxes and fees

The vehicle owner shall be responsible for payment of all statutory taxes, duties and fees associated with the vehicle. This includes but not limited to insurance premiums, goods and services tax, income tax, road tax, parking fees, registration fees, permit fees and renewal charges. Tax Deducted at Source (TDS) as applicable shall be deducted from monthly bill.

#### 9. Payment Terms

The monthly hire charge shall be released on submission of duly verified bills routed through Chief Engineer, Auto workshop.

### C. SUBMISSION OF BIDS

#### 10. Submission of Bids

- 10.1 Bids shall be delivered by hand, courier or registered post. However, lessee shall not be responsible for any delay in receipt of the bid when sent by post or courier.
- 10.2 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 Chief Engineer,  
Procurement & Contracts Wing,  
PHPA-II, Bjimthangkha,  
Wangduephodrang, Bhutan.**
  - (b) Marked as "**Confidential**".
  - (c) Bid Ref. No. "**PHPA-II/CE(P&C)/Vehicle -219/2026/15** "
  - (d) Provide a warning not to open before the specified time and date for Bid Opening as defined in the Bidding Documents.
- 10.3 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 Conflict of Interest Declaration Form
  - (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.

10.4 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.

10.5 Any interlineations, erasures or overwriting shall be valid only if they are signed or initialed by the person signing the Bid.

#### **11. Deadline for Submission of Bids**

11.1 Bids shall be delivered by hand, courier, registered post to the Lessee at the address specified under Clause 9 and no later than **09.06.2026 at 10:00 Hrs. (BST)**.

11.2 Lessee reserves the right, at its sole discretion, to extend the deadline for submission and opening of Bids. Any such extension shall be notified through corrigendum.

11.3 Where the deadline for submission of Bids is extended, Bidders who have submitted their Bids prior to the original deadline may revise to replace their bids prior to the extended deadline.

11.4 Any Bid received by the lessee after the deadline for submission of Bids shall be declared late and returned unopened to the Bidder.

#### **D. BID OPENING AND EVALUATION**

##### **12. Bid Opening**

12.1 The Lessee shall open the bid contained in **Envelope No. I-Documents** in the office of the Chief Engineer, Proc. & Contracts, PHPA-II, Bjimthangkha, Wangdue on **09.06.2026 at 10:30 Am (BST)**.



- 12.2 The **Envelope No. II-Price Bid** of only those bidders who meet the specified eligibility criteria and whose bids are found to be substantially responsive to the requirements of the Bidding Document shall be opened at a later stage, which shall be notified separately.
- 12.3 Bidders or their authorized representatives may attend the Bid opening. Representatives attending the Bid opening shall sign the attendance register.
- 12.4 Any notice of withdrawal of Bid, duly signed by the authorized representative of the Bidder and received prior to the Bid opening, shall be opened first and announced. The corresponding Bid shall be returned unopened to the Bidder.

### 13. Evaluation and Comparison of Bids

- 13.1 The Lessee shall only evaluate and compare the Bids determined to be substantially responsive to the requirement of the Bidding Documents. A substantially responsive Bid is one that fulfills the eligibility and conforms to all the terms and conditions of the bidding documents without material deviation, reservation or omission.
- 13.2 The Lessee may request the Bidder to submit additional information or documentation to correct minor or non-material deviations or omissions related to documentation requirements. Such corrections shall not involve any change to the Bid Price. Failure of the Bidder to comply with such request within the specified time may result in rejection of the Bid.
- 13.3 The award of the contract shall be as per criteria stipulated under Clause 15.

### 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 The responsive bidders shall be ranked from the lowest to the highest quoted monthly hire charges. For this purpose, the total monthly charges shall be worked out upto 4,000.00 km.



15.2 The bidder quoting the lowest monthly hire charge (L1) for one or more no. of buses shall be considered for award of the contract. Subsequently, other responsive bidders shall be invited, in order of their ranking, to match the rate of the L1 bidder and shall be considered for award of the work until the total requirement of buses is fulfilled.

**Note: In the event that the lowest evaluated bidder (L1) fails or refuses to accept the quoted rate, appropriate action, including forfeiture of bid security and debarment from participation in future tenders, will be taken.**

15.3 In the event that two or more bidders quote identical rates, preference shall be given to the bidder offering the latest model/manufacture year of the vehicle.

15.4 The Lessee reserves the right to increase or decrease the number of vehicles to be hired, subject to vehicles meeting the requisite criteria.

15.5 Allocation of vehicles to various site offices shall be at the sole discretion of the Lessee.

#### **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 (Lol) in writing, by registered letter, or email that its Bid has been accepted indicating the award price.

16.2 Until a formal Contract is executed, the Letter of Award shall constitute a binding Contract between the successful Bidder and the Lessee.

#### **17. Signing of Contract Agreement**

Within Seven **(7) days** from the date 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**

18.1 Prior to signing of the Contract, the successful bidder shall furnish performance security/ security deposit of amount equal to **10% of the quoted price for 12 months** in the form of an unconditional and Irrevocable Bank Guarantee, cash warrant/demand draft drawn in favor of Punatsangchhu-II Hydroelectric Project Authority (PHPA-II) payable at the Bank of Bhutan, Bajo, Wangdue Phodrang

Or



Shall be deposited directly into **PHPA-II's Account No. 102081338** maintained with the Bank of Bhutan, Wangdue, and submit the proof of payment during the submission of bids.

**The performance security shall be valid 30 days beyond the contract period.**

18.2 The proceeds of the Performance Security shall be payable to the Lessee as compensation for any loss or damage arising from the Lessor's failure to duly perform its obligations under the Contract.

18.3 The Performance Security shall be refunded within a month after termination of the Agreement and release of vehicle by the lessee, subject to deduction of any outstanding dues or penalties.

### **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**



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### Form 1: Conflict of Interest Declaration

I, Mr/Mrs \_\_\_\_\_, holding CID No. \_\_\_\_\_, hereby declare that I have understood all the terms and Conditions of the bidding documents 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: \_\_\_\_\_



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Definition of "employee" as stipulated in Service Rules of PHPA-II or the subsequent amendment thereof shall be applicable.  
Direct Family Member means children, legally adopted children, spouse.

## Form 2: Integrity Pact Statement

### 1. General:

Whereas the Chief Engineer (Procurement & Contracts), representing the Punatsangchhu-II Hydroelectric Project Authority, Bjimthangkha, Wangduephodrang, hereinafter referred to as the “**Lessee**” on one part, and Mr./Mrs. \_\_\_\_\_ 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 process<sup>3</sup> and contract administration<sup>4</sup>, 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.

<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.



- 4.2 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 \_\_\_\_\_ **2026**.

.....  
**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 3: Proforma for Vehicle Rental Agreement**

(Note: To be executed by the successful bidder(s) at a later stage)

This agreement is made on this day of \_\_\_\_\_ 2026 BETWEEN Mr./Mrs. \_\_\_\_\_ holding CID No. \_\_\_\_\_, residing at \_\_\_\_\_, 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 **Chief Engineer (Proc. & Contracts)** 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 fixed charge shall be based on the following components.

Sl.No.	Description	Amount (Nu.)
1	Fixed Charge	Nu. _____ (Fixed Charge of the L1 bidder )
2	Reimbursable Fuel Cost (FC)	Reimbursable Fuel cost shall be determined as follows: <b>FC = (A/M) * (AF)</b> Where: <ul style="list-style-type: none"> <li>• FC= Fuel Cost</li> <li>• A = Actual Km Run in a month</li> <li>• M = Quoted mileage (km/Ltr.) of the L1 bidder</li> </ul>



		<ul style="list-style-type: none"> <li>AF = Average fuel rate prevailing on the 1<sup>st</sup> and 16<sup>th</sup> (Mid-night) of each month at BOD, Bajo, Wangdue</li> </ul>
3	Night Halt Charges(outside project area)	Nu. 1,000

The rental for Bus 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 remain valid for a period commencing from \_\_\_\_\_, until \_\_\_\_\_, and unless terminated earlier in accordance with the provisions of this agreement.

The Lessee may extend the period of hiring on the same terms and conditions subject to mutual agreement.

**3. TERMS OF PAYMENT**

The payment for rental of buses shall be as on monthly basis. The bills shall be duly verified by Chief Engineer/ Head, Auto workshop.

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 duly verified bill. 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/submit a Security Deposit equivalent to **10% of the quoted amount for 12 months**, at the time of signing the Agreement. The Security Deposit shall be in the form of an unconditional and irrevocable Bank Guarantee, Cash Warrant, or Demand Draft drawn in favor of Punatsangchhu-II Hydroelectric Project Authority (PHPA-II), payable at the Bank of Bhutan, Bajo, Wangdue Phodrang.

OR

Shall be deposited directly into **PHPA-II's Account No. 102081338** maintained with the Bank of Bhutan, Wangdue, and submit the proof of payment during the submission of bids.

*The performance security shall be valid 30 days beyond the contract period.*

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 termination of the Agreement and release of vehicle by the lessee, subject to deduction of any outstanding dues or penalties.

## **5. INSURANCE, TAXES, DUTIES AND FEES**

The Lessor shall maintain comprehensive insurance of the vehicle throughout the contract period.

The Lessor shall be responsible for payment of all statutory taxes, duties and fees associated with the vehicle. This includes but not limited to insurance premiums, goods and services tax, income tax, road tax, parking fees, registration fees, permit fees and renewal charges.

## **6. OPERATION, MAINTENANCE & REPAIR**

### **6.1 Operation**

The Bus 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 Bus. The journeys performed for maintenance shall be at the cost of the Lessor.

The speedometer of the Bus will be jointly sealed by the parties at the time of signing the agreement. No Buses 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 24 hours in case the leased Bus 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 Professional Driving (PD) license for Heavy bus. 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.



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**9. TERMINATION OF THE AGREEMENT**

- 9.1 Either party may terminate the contract by providing a written notice of 30 (thirty) days.
- 9.2 If the vehicle owner withdraws the vehicle without providing the required notice period, the security shall be forfeited.
- 9.3 The Lessee shall have the right to terminate this agreement immediately in the event of occurrence of following:
- (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.

**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**

- 11.1 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.
- 11.2 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.



**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**

Sl. No.	Type/Category of Vehicle	Fixed Charge (Nu.)	Mileage (Km/Ltr.)	Monthly Hire Charge (Nu./Month)
(A)	(B)	(C)	(D)	(E)=(C)+(4000/D) * 90
1	Bus (32 Seater)			
3	Night Halt Charge (outside project area)	<b>Nu. 1,000.00</b>		

**Note:**

- For the purpose of evaluation and comparison of bids, the monthly hire charge (E) shall be computed based on a notional run of 4,000 km and a fuel rate of Nu. 90 per litre, using the formula indicated above.
- Notwithstanding the above, the payment/monthly hire charge shall be made based on:
  - the fixed charge, and
  - the reimbursable fuel cost for actual kilometer run, computed using the quoted mileage and the average fuel rate prevailing on the 1<sup>st</sup> and 16<sup>th</sup> (Mid-night) of each month at BOD, Bajo, Wangdue.

**VEHICLE DETAILS:**

Sl.No	Description	Information to be filled by the Bidder
<b>1</b>	<b>Vehicle Details</b>	
a	Make/Type of Vehicle:	
b	Registration No.:	
c	Date of Registration:	
d	Model:	
<b>2</b>	<b>Details of Vehicle Owner</b>	
a	Name:	
b	CID No.:	

Signature of Bidder: \_\_\_\_\_



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