

PUNATSANGCHHU-I HYDROELECTRIC PROJECT AUTHORITY

BJIMTHANGKHA

WANGDUE: BHUTAN



BIDDING DOCUMENT

FOR

HIRING OF PRIVATE VEHICLES

TENDER NO. PHPA-I/PROC-14/ZVH/2024/310

DECEMBER, 2024

ABRIDGED NOTICE INVITING TENDER

Sealed bids are invited for and on behalf of PHPA-I from the interested Bhutanese Vehicle Owners for the hiring of private vehicles. Prospective bidders may download the detailed bidding document from the website www.phpa1.gov.bt w.e.f **06.12.2024 to 20.12.2024**. Any corrigendum/addendum/errata in respect of this tender shall be made available only at the mentioned website.

-Sd-

Executive Engineer (M)

JS

SECTION – I
INVITATION OF BIDS



INVITITION OF BIDS

Punatsangchhu-I Hydroelectric Project Authority (PHPA-I), Bjimthangkha, Wangdue is pleased to invite “Sealed Bids” from Bhutanese Vehicle Owners for the hiring of the following Categories of Vehicles for a period of two (2) years:

Lot No.	Description of items	Qty	Remarks
1	Mahindra Bolero SLX/equivalent	3 Nos.	For eligibility criteria, and other details refer terms & conditions of Bidding Document
2	Mahindra Bolero Camper/Scorpio Pick -up (Double Cabin)/equivalent	10 Nos.	

The total number of Vehicles may vary up to $\pm 25\%$

1.	Tender No.	PHPA-I/Proc-14/ZVH/2024/310
2.	Tender Document	The interested participant may download the bidding document from PHPA-I website (www.phpa1.gov.bt/tenders) at free of cost.
3.	Last Date & time of submission of bid	20.12.2024 at 1300 Hrs. (BST)
4.	Place of submission of bid	Executive Engineer (M), Contracts & Procurement Circle, PHPA-I, Bjimthangkha, Wangdue
5.	Date & Time of opening of Bids	20.12.2024 at 1500 Hrs. (BST)

PHPA-I reserves the right to accept or reject any or all tenders at any stage of the process or any part thereof at any time without assigning any reason thereof.

For any clarification, please contact undersigned official, Mobile No. 17742598 during office hours:

Sd/-
Executive Engineer (M)
C&P Circle, PHPA-I



SECTION – II
TERMS AND CONDITIONS



A. INTRODUCTION

1. Scope of Works

- 1.1 Punatsangchhu-I Hydroelectric Project Authority (PHPA-I), hereafter referred to as the “Employer” intends to hire private vehicles for carrying out its official duties.
- 1.2 PHPA-I intends to hire 13 Nos. of private vehicles (Mahindra Bolero SLX/equivalent 10 Nos., Mahindra Bolero Camper/Scorpio pick-up/equivalent - 3 Nos.). However, the total number of vehicles to be hired may vary upto to $\pm 25\%$.
- 1.3 The detailed scope of work and responsibilities of the Bidders are defined under Section IV-Form 3: Private Vehicle Hire Agreement.
- 1.4 Vehicle owner shall deploy one dedicated driver having a valid driving license along with the hired vehicle.

2. Eligibility Criteria

- 2.1 Bidder shall be a Bhutanese holding a valid citizenship identity card;
- 2.2 Bidder shall neither be a PHPA-I employee¹ nor his/her direct family members²;
- 2.3 Vehicle should have a valid registration document and insurance policy coverage;
- 2.4 Vehicle shall be in the name of Bidder only; sale deed or transfer of ownership agreement shall not be considered. **Vehicles registered prior to 2015 shall not be considered.**
- 2.5 Vehicles shall be in good running & mechanical condition.

3. Responsibility of Bidder

- 3.1 The Employer will not assume any responsibility regarding information gathered, interpretation, 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 or employee of the Employer either before or after the submission of the Bid shall not affect or modify any 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 all factors that may affect the performance of the Contract in the event of an award.

¹ Definition of “employee” as stipulated under Service Rules of PHPA-I or the subsequent amendment thereof shall be applicable.

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

B. PREPARATION OF BIDS**4. Documents to be submitted by Bidder**

4.1 Bidder shall submit the following documents in accordance with Clause 9 of this terms and conditions:

- (i) Bidding Document duly signed.
- (ii) Bid Security
- (iii) Copy of vehicle's valid vehicle registration certificate.
- (iv) Copy of vehicle's valid road worthiness certificate.
- (v) Copy of vehicle's valid insurance policy document.
- (vi) Copy of valid citizenship identity card of the owner.
- (vii) Duly filled Bid & Declaration Forms.
- (viii) Duly filled & signed integrity pact.
- (ix) Duly filled Price Bid

5. Period of Validity of Bid

Bid shall remain valid for the period of 180 days from the date of bid submission or extension if any.

6. Bid Security

Bid must be accompanied by an Earnest Money Deposit (EMD) of Nu. 3,000.00 (Nu. Three Thousand) only in the form of the Cash Warrant/Demand Draft in favor of Punatsangchhu-I Hydroelectric Project Authority. Any Bid without EMD shall be rejected and no interest shall be paid by PHPA-I on EMD. EMD of the successful bidders shall be retained until the signing of the Agreement and the same shall be adjustable towards the Security Deposit. EMD of the unsuccessful bidders shall be released after signing the Agreement with the successful bidders.

7. Bid Price

7.1 Bidders are required to fill the Price Schedule of this bidding document. Interested bidders/parties can quote for only one type of vehicle or both types. However, the same vehicle can't be considered for all categories.

7.2 Bidders who quote their rates beyond the limit of -10% of the reasonable rate fixed by PHPA-I for all the categories will be treated as abnormal and such bids will be rejected.

7.3 Night halt charges of Nu. 500 per night shall be paid separately for the approved halt outside the project area.

- 7.4 The bid price quoted shall take into account payment of salary and other perks of driver, registration fee, insurance premium, expense of POL, tyres & tubes, fittings, spare parts including repair & maintenance, and all other direct or indirect expenses in connection with running of vehicle.

8. Taxes

All taxes and duties, as applicable, shall be the responsibility of the successful bidder.

C. SUBMISSION OF BIDS

9. Submission of Bids

- 9.1 Bid 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:
Executive Engineer (M)
C&P Circle, PHPA-I
Bjimthangkha, Wangdue
- (b) Marked as "Confidential"
- (c) Provide Lot No. and Category of Vehicle.
- (d) Mark as "not to open before the specified time and date for the opening of Bids".

The two inner envelopes shall be detailed as under:

- a) The first sealed envelope shall be superscripted as Envelope No. 1 – Techno-Commercial Bid" and shall contain the following documents:
 - (i) Bidding Document duly signed
 - (ii) Bid Security
 - (iii) Copy of valid vehicle registration certificate
 - (iv) Copy of vehicle's valid road worthiness certificate.
 - (v) Copy of vehicle's valid insurance policy document.
 - (vi) Copy of citizenship identity card of the owner.
 - (vii) Bid & Declaration Forms, duly filled as per Form 1 & 2 of Section III
 - (viii) Signed Integrity Part, duly executed by the bidder as per Form 3 of Section IV
 - b) The second sealed envelope shall be superscripted as Envelope No. II – Price Bid" and shall contain a duly filled Price Schedule.
- 9.2 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.

- 9.3 Any interlineations, erasures or overwriting shall be avoided. However, if necessitated, same shall be valid only if they are signed or initiated by the person signing the Bid.

10. Deadline for Submission of Bid

Bids shall be delivered to the Employer at the address specified under Clause – 9 and no later than **20.12.2024 at 1300 Hrs.** Bids submitted through Telegraphic/fax/E-mail shall not be accepted.

D. BID OPENING AND EVALUATION

11. Bid opening and Determination of Responsiveness

The Employer shall open the bids on the stipulated date & time in presence of bidders or authorized representatives who may wish to attend. Prior to the opening of Envelope-II (Price Bid), the Employer will determine the responsiveness of the bids contained in Envelope No. I. The price bids of only those bidders who meet 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

- a. The Employer shall only evaluate and compare the Bids determined to be substantially responsive in accordance with Clause 2 & 4 of terms and conditions amongst others.
- b. The evaluation of bids shall be 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 Employer without the liability to offer any explanation if:

- (i) the bid is not accompanied by the bid security and other documents in accordance with Clause 4 & 6 of terms and conditions,
- (ii) the bid is not found responsive in accordance with Clause-9 – Submission of Bids of terms and conditions.
- (iii) the bid is abnormal & deviated seriously from the provisions of this bidding document



14. Employer'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 awarding the contract, 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**15. Award Criteria**

15.1 To determine the rank of the bidder, the total monthly charges shall be worked out for a mileage of 2000 km. Negotiations will be conducted amongst the first 5 (five) lowest bidder (L1 to L5) to derive the lowest evaluated bid (L1). The L1 bidder will be given the following incentive:

- a) 5% additional over the fixed quoted value for 2000 Km travel
- b) Deploy the vehicle(s) to the Circle/Divisions where the Management has granted additional 300 Km.
- c) Fuel rate worked out for 2000 Km shall be kept open upto 2500 Km.

Abnormal rates as mentioned in Clause 7.2 will be excluded for the purpose of ranking.

15.2 The rates shall be evaluated and declared lowest based on the sum of (i) Fixed monthly charges (ii) Fuel charges for actual running up to 2000 km.

After finalization of the lowest evaluated bid (L1), the preference shall be given to other bidders based on their ranking to negotiate/accept the L1 rate. In the case where lowest bidder withdraws its bid before issue of Letter of Award (LoA), the second lowest bid shall be considered as the lowest evaluated bid. Earnest Money Deposit (EMD) of first lowest bidder will be forfeited and forbids its participation in future Vehicle Tenders of PHPA-I.

15.3 All others remaining same, preferences will be given to new vehicles.

15.4 The contract period shall be for a period of two years (extendable based on requirement) from the commencement date.

15.5 Allotment of vehicles to various site offices shall be at the discretion of the Employer.

16. Letter of Award

Prior to expiry of Bid validity, the Employer will notify the successful Bidders by a Letter of Award (LoA).

17. Signing of Contract Agreement

Within seven (7) days of issue of the LoA, the successful bidder shall be invited to the Employer's office for signing of the Contract Agreement.

18. Performance/Security Deposit

Prior to signing of the Contract, the successful bidder shall furnish Performance Security of **Nu. 10,000.00** (Nu. Ten Thousand) only in the form of cash warrant/demand draft drawn in favor of Punatsangchhu-I Hydroelectric Project Authority (PHPA-I) 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. Performance Security shall be refunded within a month after the completion or termination of the contract.

19. Corrupt or Fraudulent Practices

19.1 It is expected that Bidders will observe the highest standard of ethics during the bidding process and execution of Contract in pursuance of this policy:

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

- 19.1.1 "Corrupt Practice" means the offering, giving, receiving or soliciting of anything value to influence the action of a public official in the procurement process or in Contract execution.
 - 19.1.2 "Fraudulent practice" means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a Contract.
 - 19.1.3 "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.
 - 19.1.4 "Coercive practice" means harming or threatening to harm, directly or indirectly, person or their property to influence or affect the execution of Contract.
 - 19.1.5 "Integrity Pact" means an agreement signed between the vehicle owners and the Employer committing the persons/officials of both the parties, not to exercise any corrupt influence on any aspect of the Contract.
- 19.2 An 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.

- 19.3 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. The Bidder shall not be entitled for any compensation whatsoever under this clause.
- 19.4 The Employer may declare a bidder ineligible to award the contract, either indefinitely or for a stated period of time, 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.
- 19.5 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 and terminate the Contract, if awarded.

20. SETTLEMENT OF DIFFERENCES AND GOVERNING LAWS

- 20.1 Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this service between the Parties, shall, in the first instance, be attempted to be resolved amicably, failing which, the dispute may be determined by Arbitration as per the Alternative Dispute Resolution Act of Bhutan, 2013.
- 20.2 The laws of the Kingdom of Bhutan shall govern the Agreement.

21. TERMINATION/CLOSING OF CONTRACT

- 21.1 Shall be terminated upon completion of the contract period or;
- 21.2 Shall be terminated by either party by giving a notice of one month or upon breach of any condition agreed therein by another party or;
- 21.3 Shall be terminated by PHPA-I if it deems that the services are no longer required or if the services are not satisfactory.

Sd/-

Executive Engineer (M)
Contracts & Procurement Circle (PHPA-I)

(Signature of the Bidder)

Name:.....

Date:.....

Contact No.:.....



SECTION – III
BID & DECLARATION FORMS



FORM – 1

BID FORM

Executive Engineer (M)
C&P Circle, PHPA-I
Bjimthangkha, Wangdue

Having examined all the contents of the Bidding Document including addenda, if any, and agreeable to hiring rates as applicable in Punatsangchhu-I Hydroelectric Project Authority. I hereby offer this “Bid Form” to execute the contract for hiring my vehicle bearing registration No..... in accordance with the Condition 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 the terms & conditions of the Bidding Document and as specified in the Agreement for Hiring Private Vehicle.

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

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

DECLARATION FORM

I, Mr./Mrs..... hereby declare that I have understood all the terms and conditions of this Bidding Document 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 PHPA-I and therefore I do not have any conflict of interest.

Affix
Legal
Stamp

Name :

CID No:



**SECTION – IV
CONTRACT FORMS**



FORM – 1

PROFORMA FOR LETTER OF AWARD

To

[name and address of the Contractor]

Subject: Punatsangchhu-I HEP (1200 MW) - Hire of Vehicle: Letter of Award (LoA)

This is to notify you that your Bid for hiring of Vehicle (.....) for the Contract Price of Nu.....in figure (Nu.....in words) till.....Km, is accepted in accordance with the terms and conditions of PHPA-I.

You are hereby instructed to:

- (a) Confirm your acceptance of this Letter of Award (LoA) by returning a signed copy of it within 5 days from the date of issue of LoA;
- (b) Proceed with the execution of the said Contract;
- (c) Furnish Performance Security pursuant to Clause 18 of the terms & conditions of the bidding document.
- (d) Report to the office of the Chief Security Officer, Fire & Security Circle for the signing of Contract Agreement pursuant to Clause 17 of terms & conditions of bidding document.

Yours sincerely

Executive Engineer (M)
Contracts & Procurement Circle, PHPA-I
Bjimthangkha, Wangdue



FORM – 2

INTEGRITY PACT STATEMENT

1. General:

Whereas the Superintending Engineer (Contracts & Procurement Circle), representing the Punatsangchhu-I 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 process³ and contract administration⁴, 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 to 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 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.
- 4.4 Following report on violation of clauses 4.1 and 4.2 by officials(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.....2024.

Affix
Legal
Stamp

EMPLOYER:

BIDDER/REPRESENTATIVE:

CID :

CID :

Witness:.....

Witness:.....

Name:

Name:

CID :

CID :

FORM – 3

PROFORMA OF CONTRACT AGREEMENT FOR VEHICLE HIRE

This agreement is made on this.....day ofMonth, 2024

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-I HYDROELECTRIC PROJECT AUTHORITY (PHPA-I), 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.....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) Body Colour of vehicle
2. Whereas the Lessor is desirous of leasing the vehicle and provide one dedicate driver along with the vehicle.
3. Whereas the Lessee has agreed to lease the aforesaid vehicle on the terms and conditions herein contained.



THE PARTIES AGREE AS FOLLOWS:**1. HIRE/LEASE**

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

Lot No.	Category of Vehicle	Fixed Rate (Nu.) upto 2000km	Fuel Rate (Nu.) per Km up to 2000km	Remarks
1.	Mahindra Bolero SLX/Equivalent			
2.	Mahindra Bolero Camper/Scorpio Pickup/Equivalent (Double Cabin)			
3.	Night Halt Charges (Outside Project Area)	Nu. 500/-		

2. DURATION

The agreement shall endure for a period of two (2) years commencing on day..... monthyear.

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. Lessee or Lessor may terminate the contract by serving one month notice in writing.

3. TERMS OF PAYMENT

The monthly payment for hire of vehicle shall be as specified above. The monthly bill shall comprise of hire charges of vehicle including expenses of driver, fuel, parking fees if any, and night halt charges for the driver mentioned in table at para-1 above.

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

4. SECURITY DEPOSIT

The Lessor shall deposit a sum of Nu. 10,000/- (Nu. Ten 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 falls 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.

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 along with driver 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. However, safety and insurance of the vehicle shall be the responsibility of the Lessor.

6.2 **Routine Maintenance**

The Lessor shall be responsible for all types of repairs and maintenance 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. 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 for not more than 3 days shall be obtained from the Head of the Workshop (CSO).

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. Failure to provide a substitute vehicle shall result in levy of penalty @ Nu. 1,000.00 per day. The recovery to this effect shall be made from the monthly 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 damages have 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. Any fine/penalty, if imposed due to default on the part of the driver or vehicle 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, 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 serving the Lessor notice in writing”

- (i) 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 with one month notice;
- (iv) Vehicle is not maintained properly with one month notice;
- (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.

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

Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this service between the Parties, shall, in the first instance, be attempted to be resolved amicably, falling which, the dispute may be determined by Arbitration as per the Alternative Dispute Resolution Act of Bhutan, 2013.

IN WITNESS WHEREOF the Parties here to 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-I

Signed by Vehicle Owner/Representative

Name:.....

Name:.....

CID No:

CID No:

In presence of:

Witness:.....

Witness:.....

Name

Name:.....

CID No:

CID No:

SECTION – V
PRICE SCHEDULE

SP

**PRICE SCHEDULE
FOR
HIRING OF PRIVATE VEHICLES FOR PHPA-I**

LOT No.	Type/Category of Vehicle	Fixed Rate upto 2000km (Nu.)	Fuel Rate per Km (Nu.)	Total Amount (Nu.)
		A	B	C=A+(Bx2000)
1.	Mahindra Bolero SLX/Equivalent			
2.	Mahindra Bolero Camper/ Scorpio pic-up (Double Cabin/Equivalent)			

In words

(Total):.....

Note: Fuel Rate per km upto 2000km shall also be applied for excess of 2000kms where ever applicable

SL. No.	Description	Remarks
1.	Vehicle Description	
	i) Make/Type of vehicle.....	
	ii) Registration No.	
	iii) Date of Registration:	
2.	Name of Owner:	
3.	Contact No.	

Signature:

Name:

CID:

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