TERMS & CONDITIONS

(Hiring of Private Vehicles)

I. SCOPE

The scope is for the hire of vehicles shall be as stipulated below:

Sl. No	Type of Vehicle	Description	Rate (BTN)
1	Scorpio Full Body (4WD)	Monthly Hiring Charges	52,510
		Fuel Charges	Cost of fuel at the prevailing HSD rate, calculated at 1 litre for every 8.6 km travelled
2	Scorpio Pick up (4WD)	Monthly Hiring Charges	50,000
		Fuel Charges	Cost of fuel at the prevailing HSD rate, calculated at 1 litre for every 8.6 km travelled
3	Bolero Full Body (SLX)	Hiring Charges per month	42,500
		Fuel Charges	Cost of fuel at the prevailing HSD rate, calculated at 1 litre for every 8.6 km travelled
4	Bolero Camper	Hiring Charges per month	30,0000
		Fuel Charges	Cost of fuel at the prevailing HSD rate, calculated at 1 litre for every 8.6 km travelled
5	Night halt charges for driver		BTN 1,000

II. SUBMISSION

The Expression of Interest (EoI) shall be submitted on or before **3:00 PM on 20 November 2026** either by email to bikash.rai@whpl.bt or submit physically at the Corporate Office, Wangchhu Hydroelectric Power Limited (WHPL), Phuentsholing, together with the following documents:

i. Copies of the Citizenship Identity Cards (CID) of the vehicle owner,
ii. Driving license of the driver,
iii. Copy of the Vehicle Registration Certificate.
iv. Copy of the valid Vehicle Fitness and Emission Test Certificate; and
v. Copy of the valid Vehicle Insurance Policy.

The vehicles will be ranked based on the date of registration indicated in the Registration Certificates. The selected vehicles will be deployed to various WHPL project sites.

III. DURATION

The owners of the selected vehicles will be required to sign an agreement with WHPL for an initial hire period of one (1) year.

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

IV. TERMS OF PAYMENT

The monthly payment for hire of vehicle shall be as paid as per the charges stipulated in above table.

The Lessee shall make the monthly payment after deduction of statutory levies, directly to the account of the owner within 10 days after submission of duly verified logbook/bill by designated WHPL officer. For this purpose, the Lessor shall submit bank account and contact details at the time of signing the agreement. While calculating the milage, the rate of day (1) one of every month shall be considered.

V. INSURANCE, TAXES, DUTIES AND FEES

The Lessor shall maintain the required 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.

VI. OPERATION, MAINTENANCE & REPAIR

A. Operation

The vehicle shall remain at the disposal of the Lessee throughout the contract period and shall be available for duty on a 24-hour basis, including Sundays and public holidays, as and when required depending on the urgency and operational requirements of the Lessee. The vehicle shall also be capable of travelling on all routes throughout Bhutan and in the adjoining states of India.

B. 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 WHPL Heads of the Division/Sections. These rest days shall be used for routine maintenance of the vehicle. The journeys performed for maintenance shall be at the cost of the Lessor.

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

C. Breakdown & Repair

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

D. 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.

VII. DRIVER

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

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

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

VIII. 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.

IX. TERMINATION OF THE AGREEMENT

A. Either party may terminate the contract by providing a written notice of 30 (thirty) days.

B. If the vehicle owner withdraws the vehicle without providing the required notice period, the security shall be forfeited.

C. The Lessee shall have the right to terminate this agreement immediately in the event of occurrence of following:

1. 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.
2. In case the Lessor fails to provide substitute vehicle within 7 days, the contract agreement shall be terminated automatically.
3. Disobedience/refusal to perform duties at any time.
4. Vehicle is not maintained properly.
5. Breach of any contract clause; and
6. Any breach of the Law of the Kingdom of Bhutan involving criminal case, illegal activities etc.; agreement shall be terminated within a day.
7. the Lessor fails to return the originally hired vehicle to service and resume duty within 30 days from the date of deployment of the substitute vehicle, the Lessee shall have the right to terminate the contract agreement.

X. GOVERNING LAW

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

XI. RESOLUTION OF DISPUTES

a. 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.

b. 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.

XII. RESPONSIBILITY OF BIDDERS

WHPL strongly encourages the Bidders to visit the respective project sites to assess the terrain and conditions of the roads. Having participated in this bidding process, Bidders are deemed to have complete knowledge about the site conditions with respect to the terrain and conditions of roads and the weather conditions of all seasons.

XIII. EVALUATION

The vehicles will be ranked based on the date of registration indicated in the Registration Certificate, subject to submission of all the required documents listed above. The selected vehicles will be deployed to various WHPL project sites.

XIV. SECURITY DEPOSIT

The vehicle owner of the hired vehicle shall deposit a sum of Nu. 15,000.00 (Ngultrum Fifteen Thousand) only as a security deposit during the contract signing.

Price Schedule

Sl. N0.	Details of Vehicle	To be filled by the Bidder
1	Registration No. of the Vehicle	
2	Name of Owner of the Vehicle:	
3	Model / Year of Make of Vehicle:	
4	Date of Initial Registration:	
5	Engine No. & Chassis No. of Vehicle offered for lease:	
6	Present Odometer or KM Reading:	

Dy. Chief Procurement Officer
Contracts and Procurement Division (CPD)
WHPL, Phuentsholing
Phone # 17768980