

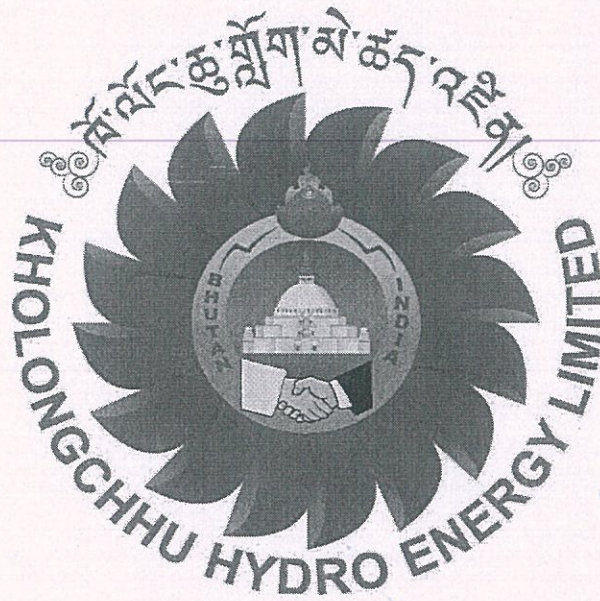
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KHOLONGCHHU HYDRO ENERGY LIMITED

A Joint Venture of Druk Green (Bhutan) & SJVN (India)

Incorporated under the Companies Act of Kingdom of Bhutan, 2000

KHOLONGCHHU HYDROELECTRIC PROJECT (600 MW)



BIDDING DOCUMENT

FOR

**HIRING PRIVATE VEHICLES BY
KHOLONGCHHU HYDRO ENERGY LTD.**

Tender No.: VEH/01/2022/

March 2022



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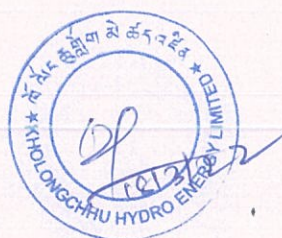
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SECTION I - NOTICE INVITING QUOTATION



NOTICE INVITING QUOTATION

KHOLONGCHHU HYDRO ENERGY LIMITED
TRASHIYANGTSE
BHUTAN

17/KHEL/P&C/VEH/2022/7122

March 21, 2022

Kholongchhu Hydro Energy Limited (KHEL) invites sealed quotation from interested Bhutanese vehicle owners fulfilling eligibility criteria for hiring following categories of vehicles with drivers for a period of two years effective from June 1, 2022:

Sl. No.	Type/Categories of Vehicle	No. Required
1.	Mahindra Scorpio/Toyota Hilux/Hyundai Santa fee	5
2.	Mahindra Bolero SLX	7
3.	Mahindra Camper/Pick up	6

The Bidding Documents shall be on sale from March 21, 2022 to April 20, 2022. Interested Bidders may obtain complete set of Bidding Documents from Procurement & Contracts Division, KHEL, Trashiyangtse upon payment of non-refundable fee of Nu. 1,000.00 (Ngultrum One Thousand Only) against the cost of Bidding Documents. The Bid must be submitted to this office latest by April 21, 2022 before 10:30 AM BST and shall be opened on the same day at 11:00 AM BST in presence of the intending Bidders who wish to attend. The Bid must be accompanied by bid security of Nu. 20,000.00 (Ngultrum Twenty Thousand Only) in the form of cash warrant/bank guarantee/bank draft drawn in favour of KHEL payable at the Bank of Bhutan, Trashiyangtse.

The Bidding Documents can also be downloaded from KHEL website (www.khepbhutan.com). However, the Bidder must pay the cost of Bidding Documents as mentioned above in the form of cash warrant/bank draft at the time of submission of the Bid. The Bidders intending to use the downloaded Bidding Documents must register themselves by intimating this office through email at chief.pnc@khepbhutan.com or a written letter before the deadline for submission of the Bid.

KHEL reserves the right to accept or reject any Bid without assigning any reasons thereof and in such case no Bidder shall have any claim arising out of such action of KHEL. For further information, kindly contact this office at Telephone No. +975-4-781158/781167/781169 during office hours.

Chief (Procurement & Contracts)

[Signature]
18/3/2022



SECTION II – INSTRUCTIONS TO BIDDERS



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

- ITB 1.1 Kholongchhu Hydro Energy Ltd. (KHEL), hereafter referred to as the “Employer” intends to hire private vehicles for carrying out duties of its officials in the implementation of 600 MW Kholongchhu Hydroelectric Project in Trashiyangtse Dzongkhag.
- ITB 1.2 The detailed scope of work and responsibilities of the Bidder are clearly defined under Section III – Private Vehicle Rental Agreement.
- ITB 1.3 The vehicle owner shall provide vehicle along with a driver. The driver should have atleast three (03) years of driving experience reckoned from the date of issues of the driving licence (light)

ITB 2 Eligibility Criteria

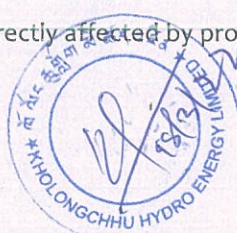
- ITB 2.1 The Bidder shall be a Bhutanese national holding valid citizenship identity card.
- ITB 2.2 The Bidder shall not be a family member¹ of the Employer’s employee or his /her spouse;
- ITB 2.3 No individual shall be considered for award of contract for more than one vehicle till all the bidders/interested parties have been awarded contract for one vehicle;
- ITB 2.4 The vehicle shall not be older than:
- a) 6 years old (to be reckoned from the date of registration of the vehicle) as on the last date of bid submission for vehicles manufactured in India. The vehicle shall cease to be in service of KHEL on completion of 8 years useful life.
 - b) 9 years old (to be reckoned from the date of registration of the vehicle) as on the last date of bid submission for vehicles manufactured in third countries. The vehicle shall cease to be in service of KHEL on completion of 11 years useful life.
- ITB 2.5 The vehicle should have a valid registration number and insurance policy;
- ITB 2.6 Registration of the vehicle shall be in the name of Bidder only; sale deed or transfer of ownership agreement/authorization etc. shall not be valid;
- ITB 2.7 The vehicle shall be well maintained and in good running & mechanical condition; and
- ITB 2.8 Other things being equal, preference shall be given to bidders from project affected families².
- ITB 2.9 Existing Private Vehicle Rental Agreement with a valid upto 02.11.2022 is also encouraged to participate in the tender with out any liabilities on their part. Should they qualify to awarding and signing fresh Private Vehicle Agreement under this lot, they shall entitled to sign the fresh agreement prior to the expiry of the existing agreement at the newly discovered rate of the vehicle. Otherwise they shall continue till the expiry of the existing agreement.

ITB 3 Responsibility of Bidders

- ITB 3.1 The Employer will not assume any responsibility regarding information gathered, interpretations or conclusions made by the Bidder or regarding information,

¹ Family Member means own parent(s), children, legally adopted parent(s) and child(ren), spouse(s), and parent(s) of spouse.

² Project affected families means people who are directly affected by project related activities through the loss of employment, housing, land or other assets.



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.

- ITB 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. BIDDING DOCUMENTS

ITB 4 Contents of the Bidding Documents

- ITB 4.1 The scope of work, bidding procedures, and contract terms and conditions are prescribed in the Bidding Documents. The set of Bidding Documents issued for the purpose of bidding includes the sections stated below together with any addendum/amendment to be issued in accordance with ITB 6.

- Section I - Notice Inviting Quotation
- Section II - Instructions to Bidders (ITB)
- Section III - Private Vehicle Rental Agreement
- Section IV – Bid and Declaration Forms
- Section V - Contract Forms
- Section VI - Price Schedule

- ITB 4.2 The Employer shall not be responsible for the completeness of the Bidding Documents and their addenda, if any, if these were not obtained directly from the Employer. Downloading the documents from the website will not be regarded as obtaining the Bidding Documents directly from the Employer. Bidders downloading the Bidding Documents from the website should register themselves by intimating the above office of their intention to submit the Bid on the basis of downloaded documents and pay the tender fee before the deadline for submission of the Bid;

- ITB 4.3 No request for sending the Bidding Documents by post or by courier service shall be entertained; and

- ITB 4.4 The Bidder is expected to examine all instructions, terms and conditions, and other information in the Bidding Documents and shall be deemed to have carefully examined the Bidding Documents and also to have satisfied himself as to the nature, character and scope. Failure to furnish information and documents required as per the Bidding Documents or submission of Bid not substantially responsive to the Bidding Documents in every respect will be at the Bidder's risk and may result in rejection of his Bids.

ITB 5 Clarifications on Bidding Documents

- ITB 5.1 The Bidder shall examine the Bidding Documents thoroughly in all respects and if any conflict, discrepancy, error or omission is observed, the Bidder shall request clarification which shall be replied promptly as the Employer may think fit in writing and also be sent to all prospective Bidders who have purchased the Bidding Documents.



ITB 5.2 The clarifications shall also be uploaded on the website for the information the Bidders. The Bidders are advised to visit the website of the company from time to time in their own interest.

ITB 6 Amendment of the Bidding Document

ITB 6.1 At any time prior to the deadline for submission of Bids the employer may amend the Bidding Documents by issuing an addendum/corrigendum. This may be done either on the Employer's own initiative or in response to a clarification request from a prospective Bidder who has obtained the Bidding Documents;

ITB 6.2 Any addendum/corrigendum thus issued shall be part of the Bidding Documents and shall be communicated in writing to all who have obtained the Bidding Documents. Such addendum/corrigendum shall be binding on the prospective Bidders; and

ITB 6.3 The Employer may, at its discretion, extend the deadline for submission of Bids to allow prospective Bidders reasonable time in which to take the addendum into account in preparation of their Bids.

C. PREPARATION OF BIDS

ITB 7 Cost of bidding

ITB 7.1 The Bidder shall bear all costs, direct or indirect associated with the preparation and submission of his Bid and the Employer in no case shall be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process. The cost of this Bidding Documents shall be Nu. 1,000.00 (non-refundable).

ITB 8 Language of the Bid

ITB 8.1 The Bid, and all correspondence and documents related to the Bid shall be in English. Supporting documents and printed literature provided by the Bidder related to the Bid shall also be in English and if in any other language, should be translated to English. The English translation shall prevail on the interpretation.

ITB 9 Documents Constituting the Bid

ITB 9.1 The Bidder shall prepare the Bid as "Single Stage - Single Envelope" bid and submit the Bid consisting of the following documents in a single envelope:

- a. Bid Security in accordance with ITB 14. Bids not accompanied by the requisite bid security or of inadequate value and validity shall not be entertained and rejected.
- b. Cost of Bidding Documents
- c. Bid Submission Form
- d. Signed Integrity Pact
- e. Documentary evidences of Bidder and vehicle consisting of following:
 - (i) Copy of Citizenship identity card of the owner and driver
 - (ii) Copy of valid vehicle registration certificate and fitness certificate
 - (iii) Copy of valid insurance policy documents for the vehicle
 - (iv) Copy of valid driving license of the driver



- f. Any other additional information/document which the Bidder wishes to provide in his Bid.
- g. The complete set of Bidding Documents issued by the Employer duly signed and stamped by the Bidder.

ITB 9.2 Bidders may further note that the Bid shall be deemed to comply with all the requirements in the Bidding Documents and the Bidders shall be required to comply with all terms, conditions and specifications of the Bidding Documents without any extra cost to the Employer irrespective of any mention to the contrary anywhere else in the Bid, failing which the Bid security of the Bidder may be forfeited.

ITB 10 Bid Submission Form and Bill of Quantities

ITB 10.1 The Bidder shall submit the Bid Submission Form using the form furnished in Section - IV. This form must be completed without any alterations to its text, and no substitutes shall be accepted. The Bid Submission form shall be signed and submitted with all blank spaces filled in with the information requested.

ITB 10.2 The Bidder shall submit a duly signed Priced Schedule furnished in Section - VI.

ITB 11 Bid Prices and Discounts

ITB 11.1 The hire charges of the vehicle shall comprise of the following:

- (a) a lump sum monthly fixed charge; and
- (b) refund for fuel consumption on actual mileage covered by the vehicle as per the yardstick given in the table below.

Sl. No.	Type/Categories of Vehicle	Reimbursement for Fuel Consumption
1.	Mahindra Scorpio	8.50 km / litre
2.	Mahindra Bolero SLX	9.00 km / litre
3.	Mahindra Camper/Pick up	10.50 km / litre

ITB 11.2 The Bidder shall quote a lump sum monthly fixed charges according to the type of vehicle. The Bid price shall include driver's salary. The Bidder shall also quote any unconditional discounts and the methodology for their application.

ITB 11.3 Unless otherwise stated in the Bidding Documents, Prices shall be quoted inclusive of all applicable taxes and levies, insurance, handling costs and any other associated cost to fulfil the contractual obligations.

ITB 11.4 All applicable taxes shall be deducted from the monthly bill.

ITB 12 Currencies of Bid

ITB 12.1 The unit rates and prices shall be quoted in Ngultrum only and payment shall also be made in Ngultrum.



ITB 13 Period of Validity of Bids

ITB 13.1 Bids shall remain valid for the period of 60 days from the Bid submission deadline or extension, if any.

ITB 14 Bid Security

ITB 14.1 The Bidder shall furnish, as part of its Bid, a Bid Security in original form for an amount equivalent to Nu. 20,000.00 (Ngultrum Twenty Thousand only) in the form of cash warrant/bank guarantee/bank draft drawn in favour of Kholongchhu Hydro Energy Limited (KHEL) payable at the Bank of Bhutan, Trashiyangtse;

ITB 14.2 The Bid security remain valid for a period of thirty (30) days beyond the end of the validity period of the Bid or extension, if any;

ITB 14.3 Any Bid not accompanied by a responsive Bid Security shall be rejected by the Employer as non-responsive;

ITB 14.4 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;

ITB 14.5 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; and

ITB 14.6 The Bid Security shall be forfeited:

- a) if a Bidder withdraws its Bid or varies any terms and conditions in regard thereto during the period of Bid validity
- or
- b) if the Bidder adopts corrupt or collusive or coercive or fraudulent practices covered under ITB Clause 31 [Corrupt or Fraudulent Practices] or defaults committed under Integrity Pact.

or

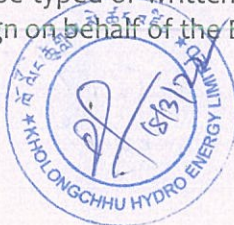
- c) in the case of a successful Bidder, if he fails within the specified time limit to:
 - i) sign the Contract in accordance with ITB Clause 28;
 - ii) furnish a Performance Security in accordance with ITB Clause 29/Private Vehicle Rental Agreement Clause 4;

D. SUBMISSION OF BIDS**ITB 15 Submission of Bids**

ITB 15.1 Bids shall be delivered by hand, courier or registered post so as to reach the Employer's office on or before the deadline for submission of the bid.

ITB 15.2 The Bidder shall submit ONE Original document comprising the Bid as described in ITB Clause 9, clearly marking it as "ORIGINAL" and one copy of the Bid, clearly marking it as "COPY". In the event of any discrepancy between the original and the copies, the original shall prevail.

ITB 15.3 The original of 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.



ITB 15.4 Any interlineations, erasures or overwriting shall be valid only if they are signed or initialled by the person signing the Bid.

ITB 15.5 The envelope shall:

- (a) be marked “**Confidential**”;
- (b) be addressed to;
Chief (Procurement & Contracts)
Kholongchhu Hydro Energy Ltd.
Post Box No. 23
Trashiyangtse, Bhutan.
- (c) bear the name and identification number of the Contract; and
- (d) provide a warning not to open before the specified time and date for Bid Opening as defined in the Bidding Documents.

ITB 15.6 The envelope shall be sealed with adhesive or other sealant to prevent reopening and be signed across their seal by the person authorized to sign the bid on behalf of the Bidder.

ITB 15.7 If the envelope is not sealed and marked properly as above, the Employer shall assume no responsibility for the misplacement or premature opening of the Bid.

ITB 16 Deadline for Submission of Bids

ITB 16.1 Bids shall be delivered by hand, courier or registered post to the Employer at the address and no later than **April 21, 2022 at 10.30 AM BST.**

ITB 16.2 The Employer may, at its discretion, extend the deadline for the submission of Bids by amending the Bidding Documents in accordance with ITB Clause 6, in which case all rights and obligations of the Employer and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended; and

ITB 16.3 In the event, the deadline for submission of Bid is extended by the Employer, the Bidders who have already submitted their Bids within the original deadline of submission shall have the option to submit their revised Bid in substitution either in full or in part of earlier Bid. In the absence of a revised Bid, the original Bid shall be considered for opening and subsequent evaluation if otherwise found in order. Wherever, the Bidder has submitted the revised Bid in modification of the earlier Bid, that section of the Bid shall be superseded by the revised section of Bid.

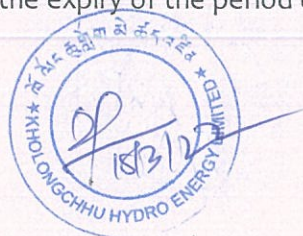
ITB 17 Late Bids

ITB 17.1 Any Bid received by the Employer after the Bid submission deadline will be declared late, rejected and returned unopened to the Bidder.

ITB 18 Withdrawal, Substitution or Modification of Bids

ITB 18.1 A Bidder may withdraw, substitute or modify its Bid after it has been submitted by sending a written notice for withdrawal/substitution/modification prior to the deadline for submission of Bids, duly signed by an authorized representative. The Bid requested to be withdrawn shall be returned unopened to the Bidder;

ITB 18.2 No Bid may be withdrawn, substituted or modified in the interval between the deadline for submission of Bids and the expiry of the period of Bid validity, or extension thereof; and



ITB 18.3 Withdrawal of a bid between the deadline for submission of bids and expiration of the period of bid validity or as extension thereof, may result in the forfeiture of the Bid Security.

E. BID OPENING, EVALUATION AND COMPARISON

ITB 19 Bid Opening

ITB 19.1 The Employer shall conduct the Bid Opening in public, in the presence of Bidders' designated representatives who choose to attend on **April 21, 2020 at 11.00 AM BST** at Corporate Office of Kholongchhu Hydro Energy Ltd., Trashiyangtse;

ITB 19.2 The written withdrawal notice duly signed by an authorized representative of the Bidder for withdrawal of the Bids, if any, shall be opened first and read out, and such Bids shall be returned to the Bidder unopened;

ITB 19.3 The cover envelopes of all other Bids shall be opened one at a time. The Bids not accompanied by requisite Bid Security and signed Integrity Pact will be rejected and returned to the Bidder;

ITB 19.4 The following information shall be publicly announced during the Bid opening for the Bidders to note:

- (a) The name of the Bidder;
- (b) Presence or absence of Bid Security, its amount and validity;
- (c) Total price offered;
- (d) Discounts offered, if any; and
- (e) Such other details as the Employer may consider appropriate.

ITB 19.5 The Bidders' representatives and attendees who are present shall be requested to sign the record. The omission of a Bidder's or other attendee's signature on the record shall not invalidate the contents and effect of the record.

ITB 20 Confidentiality

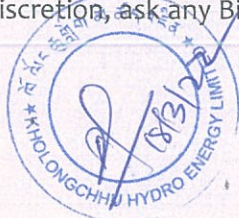
ITB 20.1 Except as may be required by law, information relating to the examination, evaluation, comparison and post qualification of Bids, and recommendation of Contract Award, shall not be disclosed to Bidders or any other persons not officially concerned with such process after the public opening of the Bids until issuance of the Letter of Acceptance;

ITB 20.2 Subject to above, no Bidders shall contact the Employer on any matter related to its Bids from the time of opening of the bid until contract is awarded. Any effort by a Bidder to influence the Employer in the examination, evaluation, comparison and post qualification of the Bids or Contract Award decisions may result in the rejection of its Bid; and

ITB 20.3 All documents, correspondence, decisions and other matters concerning the contract shall be considered confidential and restricted nature; and shall not divulge or allow access thereto by any unauthorized persons.

ITB 21 Clarification of Bids

ITB 21.1 To assist in the examination, evaluation, comparison and post-qualification of the Bids, the Employer may, at its discretion, ask any Bidder for a clarification on its Bid including



justification and breakup of the rates and prices quoted. Any clarification submitted by a Bidder that is not in response to a request by the Employer shall not be considered.

ITB 21.2 No change in the prices or substance of the Bid shall be sought, offered or permitted, except to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the Bids.

ITB 21.3 In case Bidder(s) is/are not able to provide the clarifications sought by the Employer, their bid shall be evaluated on the basis of available data.

ITB 22 Examination of Bids and Determination of Responsiveness of Bids

ITB 22.1 For the purpose of this clause, a substantially responsive Bid is one which conforms to all the terms, conditions and specifications of the Bidding Document without material deviation, reservation, conditionality or omission.

ITB 22.2 The Employer shall examine the Bid to confirm that (i) the bidder meet the eligibility requirement defined in ITB 2; (ii) the bid has been properly signed; (iii) the bid is accompanied by the required securities and (iv) the bid is substantially responsive to all the terms and conditions specified in the Bidding Documents without any material deviation, reservation, conditionality or omission. The Employer's determination of a Bid's responsiveness shall be based on the contents of the Bid itself without recourse to extrinsic evidence.

ITB 22.3 A material deviation, reservation, objection, conditionality or omission is one that:

- a) affects in any substantial way the scope, quality or performance of Contract; or
- b) limits in any substantial way or is inconsistent with the Bidding Documents, the Employer's rights or the Bidder's obligations under the proposed Contract; or
- c) if rectified would affect unfairly the competitive position of other Bidders presenting responsive Bids;
- d) is incomplete or does not include all the scope of Work covered in the technical specifications.

ITB 22.4 If a Bid is not substantially responsive to the requirements of the Bidding Documents, it shall be rejected by the Employer and the same may not subsequently be made responsive by correction of the material deviation, reservation, conditionality or omission.

ITB 22.5 The Employer may waive any minor infirmity, non-conformity or irregularity in a Bid that does not constitute a material deviation, reservation or omission, whether or not identified by the Bidder in its Bid and that does not prejudice or affect the relative ranking of any Bidder, as a result of the technical and commercial evaluation. Employer may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify non-material deviations or omissions in the Bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of the Bid.

ITB 23 Correction of Arithmetical Errors in Price Bid

ITB 23.1 Arithmetical errors will be corrected at the time of evaluation of Price Bid and the corrected figure will be considered for the purpose of evaluated Bid price. The corrections in the Bid price shall be done as per the provisions of this clause and shall be binding on



- the Bidder. If the Bidder does not accept the correction of errors as per the provisions of this clause, the Bid will be rejected and the Bid security will be forfeited.
- ITB 23.2 If there is a discrepancy between the product of unit price and quantity for any item, and the total price for such item, the product of unit price and quantity will prevail and the total price shall be corrected.
- ITB 23.3 If there is discrepancy between summation of subtotals and total price, the summation of subtotal price shall prevail, and the total price shall be corrected.
- ITB 23.4 If there is a discrepancy between words and figure, wherever the Bid document requires the figures to be written in both words and figures, the amount in word will prevail unless the amount expressed in figures has an arithmetic error.
- ITB 23.5 In case the Bidder has not filled up unit price against any item, the Employer shall treat the price of unfilled items as zero for the purpose of evaluation & comparison and award (if such Bidder emerges as the lowest evaluated Bidder), with the assumption that the cost have been absorbed elsewhere in the Price Bid.
- ITB 23.6 In case prices for some items are given by a Bidder as lump sum where unit rates are required, the Employer reserves the right to arrive at unit rate on the basis of dividing the entered lump sum amount by the specified quantity.

ITB 24 Evaluation and Comparison of Bids

- ITB 24.1 The Employer shall evaluate each Bid, which has been determined, to be substantially responsive in accordance with ITB 22. The evaluation of bids shall be done based on the factors, methodologies and criteria defined in this ITB 24.
- ITB 24.2 The Employer shall compare the total comparison price of all substantially responsive Bids of qualified Bidders to determine the lowest evaluated Bid.
- ITB 24.3 If the Bid price of the lowest evaluated Bid appears abnormally low and/or seriously unbalanced, the Employer may require the Bidder to produce written explanations of, justifications and detailed price analyses for any or all items of the Bill of Quantities to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. Abnormally low Bid may or may not be accepted. If the Employer decides to accept the abnormally low Bid after considering the above, the Bidder shall be required to provide additional differential security equivalent to the difference between the prices offered by the lowest evaluated Bid and the average price quoted by all the other Bidders, and in case of single response, the additional security shall be for the difference between the evaluated Bid price and the estimated cost as may be determined by the Employer to protect Employer against any financial loss in the event of default of the successful Bidder under the Contract.
- ITB 24.4 No individual shall be considered for award of contract for more than one vehicle.

ITB 25 Employer's Right

- ITB 25.1 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.

F. AWARD OF CONTRACT



ITB 26 Award Criteria

- ITB 26.1 Subject to ITB 25, the Employer will award the Contract to the successful Bidder whose Bid has been determined as substantially responsive and lowest evaluated Bid.
- ITB 26.2 Quoted lowest monthly rate of the bidder shall be the determining factors for award.
- ITB 26.3 No individual shall be considered for award of contract for more than one vehicle.
- ITB 26.4 Other things being equal, preference shall be given to bidders from project affected families.
- ITB 26.5 Once the award for each category of vehicle has been completed based on ITB 26.1 above, other bidders shall be given an offer to agree at the lowest evaluated bid price to meet the remaining requirement of vehicle. Such offer shall be given in the order of ranking of the bidder, determined based on quoted rate in that order.
- ITB 26.6 The Employer shall have the option to award the contract within the bid validity period to those successful bidders who were not awarded in the first allotment depending on the KHELs requirement if they wish to.

ITB 27 Letter of Award

- ITB 27.1 Prior to expiry of the period of Bid validity, the Employer will notify the successful Bidder, by a Letter of Award (LoA) or in the form of letter of intent (LoI) in writing, by registered letter, or email that its Bid has been accepted indicating the award price.
- ITB 27.2 Until a formal Contract is prepared and executed, the Letter of Award shall constitute a binding Contract between the successful Bidder and the Employer.
- ITB 27.3 Upon the successful Bidder's furnishing of the performance security pursuant to ITB 29 and signing of Contract, the Employer will promptly notify each unsuccessful Bidder and will return its Bid Security.

ITB 28 Signing of Contract Agreement

- ITB 28.1 Within fifteen (15) days of issue of the letter of award the Contractor shall report to the Employer's office for signing of the Contract Agreement.

ITB 29 Performance Security

- ITB 29.1 Prior to signing of the Contract, the successful Bidder shall submit the performance security equal to Nu.20,000.00 with initial validity up to thirty (30) days beyond the scheduled completion period of Contract or can convert the Bid Security deposit into Performance Security through written notice to the Employer
- ITB 29.2 The performance security shall be submitted in the form of cash warrant / demand draft / unconditional irrevocable bank guarantee issued by any Scheduled Bank in Bhutan and acceptable to the Employer.
- ITB 29.3 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 and forfeiture of the Bid security. In that event the Employer may award the Contract to the next lowest evaluated Bidder whose offer is substantially responsive and is determined by the Employer to be qualified to perform the Contract satisfactorily or call for fresh bids.



ITB 30 Complaint and Review

- ITB 30.1 If the Bidder has or is likely to suffer, loss or injury due to breach of a duty imposed on the Employer by the provisions of this bidding document, the Bidder shall submit the complaint in writing to the Employer within ten (10) days from the date of letter of intent to award the contract. In the first instance, the Bidder shall submit the complaint to the Employer.
- ITB 30.2 The Bidder may appeal to the Independent Review Body only if the Procuring Entity has not delivered the decision within the specified time, or the complainant is not satisfied with the decision of the Employer.

ITB 31 Corrupt or Fraudulent Practices

- ITB 31.1 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:

- 31.1.1 "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.
- 31.1.2 "fraudulent practice" means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a Contract.
- 31.1.3 "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.
- 31.1.4 "coercive practice" means harming or threatening to harm, directly or indirectly, person or their property to influence or affect the execution of Contract.
- 31.1.5 "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.
- ITB 31.2 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.
- ITB 31.3 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.
- ITB 31.4 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.
- ITB 31.5 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 – PRIVATE VEHICLE RENTAL AGREEMENT



PRIVATE VEHICLE RENTAL AGREEMENT

This agreement is made this _____ day of _____ 2022

BETWEEN

NAME, HOLDING CITIZENSHIP IDENTITY CARD NUMBERHAILING 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

KHOLONGCHHU HYDRO ENERGY LTD. (KHEL), a company registered under the Companies Act of the Kingdom of Bhutan, 2000 and having its headquarter at Trashiyangtse [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 (PROCUREMENT & 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 rate as under:

Sl. No.	Description	Amount (Nu.)	Remarks
1.	Hire charges with driver per month		
2.	Reimbursement towards fuel consumption @ litre/km		fixed rate for each category of vehicle as decided by the Lessee
3.	Night halt charges per night outside Project area.	500.00	
4.	Charges for journey period (more than 8 hrs) outside the project area where night halt is not involved.	250.00	



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

2. DURATION

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

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

3. TERMS OF PAYMENT

The monthly payment for rental of vehicle shall be as specified under Clause 1 of this agreement. The monthly bill shall comprise of lump sum hire charges, fuel, parking fees if any and night halt charges for the driver. The Lessor shall ensure that night halt charges are paid to the driver to compensate for the expenses he had incurred while on tour outside the duty area.

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. SECURITY DEPOSIT

The Lessor shall deposit a sum of Nu. 20,000.00 as the security deposit at the time of signing the agreement or it shall be deducted from the first monthly bill of the vehicle. The security deposit shall be forfeited in case the Lessor fails to comply with the terms and conditions of this agreement. The security deposit shall be refunded within one month after the vehicle has been released by Lessee upon successful completion of contract duration or prior to expiry of contract duration as per the stipulations of this agreement.

5. INSURANCE, TAXES & DUTIES

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

The registration fee, payment of route permits, renewal of route permits, payment of all taxes and levies shall be the responsibility of the Lessor. However, the Lessee shall reimburse the cost of route permit/taxes as per actual whenever the vehicle is used beyond Bhutan border.

While all taxes, duties and levies shall be paid by the owner, a lump sum amount of Nu. 100 per day halt towards parking charges, wherever applicable, shall be paid by KHEL.

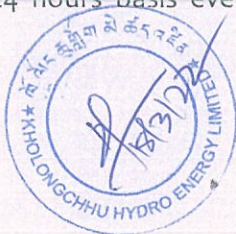
A lump sum of Nu. 500 per month shall be paid for the vehicles which are deployed on duty at Liaison Offices towards parking fees.

The parking fees for airports in Bhutan and toll fees while travelling in Indian territory shall be reimbursed as per actual upon production of valid receipt.

6. OPERATION, MAINTENANCE & REPAIR

6.1 Operation

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



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

6.2 Routine Maintenance

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

The Lessor may avail two days of rest in a month with prior approval of the Engineer-In-Charge. 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 break down, the permission for running the vehicle shall be obtained from the Engineer-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 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 15 days, the contract agreement shall be terminated automatically.

6.4 Accidents & Repair

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

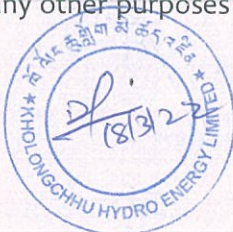
7. DRIVER

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

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

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

The vehicle shall be kept under the care of the driver. The vehicle shall be parked in the premises of the KHEL office after duty hours. The drivers shall not misuse the vehicle by travelling to their hometown or any other purposes failing which the contract is liable for penalty/termination.



8. THIRD PARTY LIABILITIES

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

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

9. TERMINATION OF THE AGREEMENT

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

- (i) Misbehavior by the Lessor with employees of Lessee. In case of misbehavior by the driver, the Lessor shall be informed to replace and non-compliance to this within 15 days shall lead to termination of the contract;
- (ii) In case the Lessor fails to provide substitute vehicle within 15 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 the event of the vehicle having crossed 6th year in case of vehicles manufactured in India or 9th year in case of vehicles manufactured in third countries reckoned from the date of registration of the vehicle, the contract agreement shall be terminated automatically.
- (viii) In case the Lessor fails to return the hired vehicle so substituted to resume duty reckoned from the day of providing a substitute vehicle within 30 days, the contract agreement shall be liable to be terminated.

The Lessee shall have the option to terminate this agreement without assigning any reason upon serving 15 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

Any dispute arising between the Parties shall be determined by a court of competent jurisdiction in Trashiyangtse, Bhutan and may upon agreement between the Parties be submitted for arbitration.

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.

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Signed for & on behalf of KHEL

Name:.....

CID :

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Signed by Vehicle Owner/Representative

Name:.....

CID :

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In presence of:

Witness:.....

Name:.....

CID :

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Witness:.....

Name:.....

CID :

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SECTION IV – BID AND DECLARATION FORMS



BID SUBMISSION FORM

*[The Bidder shall fill in and submit this Bid form with the Bid in the **Company Letter Head***

To,

The Chief (Procurement & Contracts)

Procurement & Contracts Division

Kholongchhu Hydro Energy Ltd.

Post Box No.: 23

Trashiyangtse.

Having examined all the Bidding Documents including addenda, if any, I hereby offer to execute the[*name and identification number of Contract*] in accordance with the Conditions of Contract accompanying this Bid for the Contract Price of[*insert amount*] in numbers], [insert amount in words]..... [*insert name of currency*].

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 the Bid validity and Bid Security required by the Bidding Document and specified in the Bidding Data Sheet.

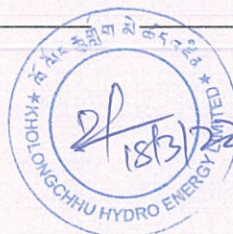
We have no conflict of interest in accordance with provisions of this Bidding Documents.

Our firm, its affiliates or subsidiaries—including any subcontractors or suppliers for any part of the Contract—has not been declared ineligible under the laws or official regulations of Bhutan.

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

Name and address of agent	Amount and Currency	Purpose of Commission or gratuity
_____	_____	_____
_____	_____	_____
_____	_____	_____

(if none, state "none")."



In case if I withdraw my bid after opening for whatsoever reasons, I agree to the forfeiture of the EMD/Bid Security.

Our duly executed Integrity Pact Statement is attached herewith.

Authorized Signature:

(Affix Legal Stamp)

Name and Title of Signatory:.....

Name of Bidder.....

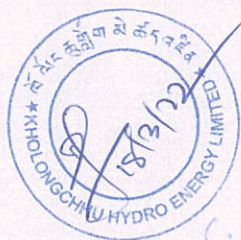
Telephone No.....

Address;

Village.....

Geog.....

Dungkhag /Dzongkhag.....



DECLARATION BY THE BIDDER

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

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

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Name:.....

CID :

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SECTION V – CONTRACT FORMS



LETTER OF AWARD OF CONTRACT

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, as given in the SCC]* for the Contract Price of the equivalent of *[insert amount in numbers and words]* *[insert name of currency]*, as corrected and modified in accordance with the Instructions to Bidders is hereby accepted by KHEL.

The Contract in duplicate is attached hereto.

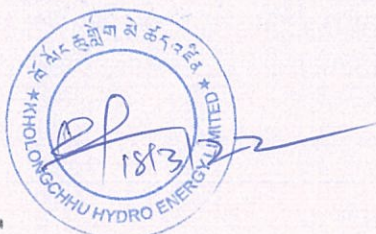
You are hereby instructed to:

- (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 Works in accordance with the 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) forward the Performance Security pursuant to ITB 29, i.e., within 15 days after receipt of this Letter of Award, and pursuant to ITB 27.

Yours sincerely

Chief (Procurement & Contracts)

Attachment: Contract



INTEGRITY PACT STATEMENT

1. General:

Whereas the Chief (Procurement & Contracts), representing the Kholongchhu Hydro Energy Ltd., Trashiyangtse, hereinafter referred to as the **"Employer"** on one part, andholding 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.

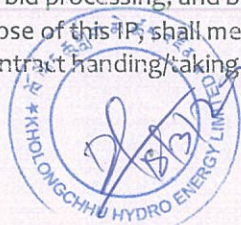
4. Commitments of the Employer:

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 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.

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.



- 4.3 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 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, misrepresentation, 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-barment 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 **Trashiyangtse** on 2020.



[Signature]
18/2/2022

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PURCHASER

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BIDDER / REPRESENTATIVE

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Witness:

Name:

[Signature]
Jamka Dorji

Witness:

Name:

CID:

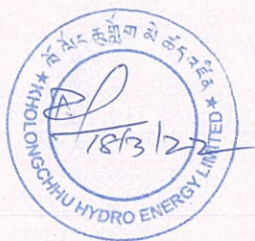
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CID:

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SECTION VI: PRICE SCHEDULE



PRICE SCHEDULE

Tender No.: VEH/01/2022 - Hiring Private Vehicle by Kholongchhu Hydro Energy Ltd.

Sl. No.	Description	Rate to be quoted by the Bidder
1	Vehicle Description	
	i) Make/Type of Vehicle:	Lump sum rate per month for vehicle along with driver:
	ii) Registration No.:	In figure Nu.:
	iii) Date of Registration:	In words:
	iv) Engine No.:	
	v) Chasis No.:	
2	Name of Owner: Contact No.: Email Address:	

Signature:

Name:

CID:

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