

ཁོ་ལོང་ཅུ་གློག་མེ་ཚད་འཛིན།

**KHOLONGCHHU HYDRO ENERGY LIMITED**

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

**600 MW KHOLONGCHHU HYDROELECTRIC PROJECT**

**TRASHIYANGTSE**

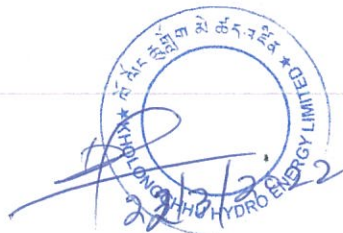
**BHUTAN**



**PROCUREMENT OF STATIONERY**

Tender No: 04/KHEL/P&C/NIT/2022/ 7138

March 23, 2022





ཁོ་ལོང་ཅུ་སྤྱི་ལ་མེ་ཚད་འཛིན།

**Kholongchhu Hydro Energy Limited  
Trashiyangtse  
Bhutan**



**NOTICE INVITING QUOTATION**

04/KHEL/P&C/NIT/2022/ 7138

March 23, 2022

Kholongchhu Hydro Energy Limited (KHEL), Trashiyangtse, Bhutan is pleased to invite sealed bids from eligible Bhutanese suppliers having valid trade license to supply **"Stationery"**.

The Bidding Document shall be on sale from **March 23, 2022 to April 21, 2022**. Bids shall be received up to **10.30 AM BST** on or before **April 22, 2022** and shall be opened on the same day at **11.00 AM BST**. Interested Bidders may obtain the complete set of Bidding Document upon payment of non-refundable fee of **Nu. 1,000.00** (Ngultrum One Thousand only) from the Procurement and Contracts Division, KHEL, Trashiyangtse.

The bidder furnishing the Earnest Money Deposit in the form of Bank Guarantee shall be as per the format attached in the bidding document without which bid shall be liable for rejection.

The Bidding Document can also be downloaded from KHEL website ([www.khepbhutan.com](http://www.khepbhutan.com)). Bidders downloading the Bidding Document should register themselves by intimating the Procurement and Contracts Division, KHEL before the deadline for submission of the bid and submit the cost of the Bidding Document at the time of submitting the bid. The cost of Bidding Document must be in the form of Demand Draft / Cash Warrant in favour of Kholongchhu Hydro Energy Ltd., Trashiyangtse.

For further information, kindly contact this office at Tele No. 04-781158/781167/781169 during office hours.

Chief (Procurement & Contracts)





## A. INSTRUCTION TO BIDDER (ITB)

### 1. Bidding Document

The Bidding Documents can be obtained from the office of the Procurement and Contracts Division, KHEL, Trashiyangtse on all working days with effect from **March 23, 2022 to April 21, 2022** during office hours upon payment of non-refundable amount of Nu. **1,000.00** (Ngultrum One Thousand only) in the form of Demand Draft / Cash Warrant in favour of Kholongchhu Hydro Energy Limited (KHEL), Trashiyangtse, Bhutan.

OR

It can also be downloaded from KHEL website: [www.khepbhutan.com](http://www.khepbhutan.com). However, Bidders downloading the Bidding Documents should register themselves by intimating the Procurement & Contracts Division, KHEL before the deadline for submission of bids and must submit the cost of the bidding document at the time of submitting the bid in the form of Demand Draft / Cash Warrant in favour of Kholongchhu Hydro Energy Limited (KHEL), Trashiyangtse. No request for sending the Bidding Documents by post or by Courier Service shall be entertained.

### 2. Earnest Money Deposit (EMD)

- 2.1 The bidder will be required to furnish Earnest Money Deposit of **Nu. 31,000.00 (Thirty-one thousand only)** in the form of cash warrant / demand draft/Banker's cheque / unconditional Bank Guarantee issued by reputed banks in Bhutan and valid beyond 30 days (**up-to July 23, 2022**) of bid validity period in favour of Kholongchhu Hydro Energy Limited, Trashiyangtse, Bhutan. **EMD, if submitted in the form of Bank Guarantee shall be in-line with format attached (Annexure – II) in this bidding document, failing which the bid shall be rejected.**
- 2.2 Non-submission of the EMD in required format with inadequate value and validity shall result in out-right rejection of the bid. The EMD will be forfeited in case the Bidder asks for modification in his/their bids or do(es) not accept the Contract after it is awarded.
- 2.3 The EMD of unsuccessful bidders will be released within one month of awarding the work to the successful bidder(s) and EMD of successful bidders will be released on submission of Performance Security, an amount equal to 10% of the supply order value. No interest would be payable on amount of EMD.

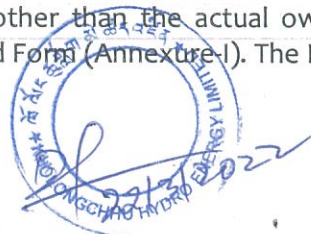
### 3. Preparation and Submission of Bids

The Bid for this work is to be as "Single Stage Single Envelope". All the bids including BoQ duly signed by actual owner(s) or their authorized signatories should be sealed in a single outer envelope as described below:

#### a. Envelope 1:

EMD and Cost of Tender Document (if downloaded from the website), signed Integrity Pack (Annexure – III)

#### b. Envelope 2: Valid Trade License, Latest Tax Clearance Certificate, Power of Attorney (in original, if the signatory is other than the actual owner), signed tender document including BoQ & filled Bid Form (Annexure-I). The Price Bid duly



2

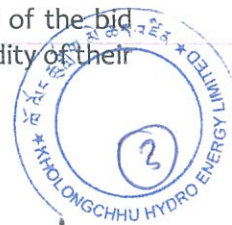
- c. Two envelopes should be super-scribed in bold letters with the statements **“Envelope 1 - EMD & COST OF TENDER”** and **“Envelope 2 – BID DOCUMENTS & PRICE BID”**, as the case may be.
- d. Both the envelopes document should be sealed in a single envelope cover and addressed to the **Chief (Procurement & Contracts), Kholongchhu Hydro Energy Limited (KHEL), Trashiyangtse, Bhutan** superscripted as **“Supply of Stationery”** and must be submitted on or before the closing time and date indicated below.
- e. The Bid should be accompanied by the documents as indicated in Para 3(a) above, without which the tender will be considered incomplete and hence shall be rejected.
- f. The Bid should be accompanied by a copy of this Tender Document with each page duly signed by the authorized signatory of the bidders as a token of bidders' acceptance of the terms and conditions of this Tender. Bids not accompanied by a duly signed copy of the Tender Document will not be considered. Any deviation must be highlighted separately for scrutiny by the purchaser.
- g. The bid shall be opened in the presence of bidder or their authorized representative who wish to be present at the time of opening, after confirming the receipt of EMD and the cost of tender document.
- h. Bids received after the closing date and time shall not be considered and no correspondence in this regard will be entertained.

- a. The bidder, on submission of written application, may modify or withdraw their bid after the bid's submission prior to the deadline for submission of bid.
- b. No bid will be withdrawn in the interval between the deadline for submission of bid and expiration of the period of the bid validity.

The bid shall be received till **April 22, 2022 up to 10.30 AM BST** by the office of the Procurement and Contracts Division (P&C), Kholongchhu Hydro Energy Limited (KHEL), Trashiyangtse, Bhutan or up to the date and time specified in any addendum. The bids shall be opened at P&C Office, Trashiyangtse on the same date at **11.00 AM BST** in presence of bidders or their authorized representatives who may wish to attend the opening of bids. Any late bids will be rejected.

Bid shall remain valid for a period of **60 days** from the last date of submission of bid. A bid valid for a shorter period shall be rejected as non-responsive. Prior to expiry of the bid validity period, the purchaser may request bidders to extend the period of validity of their







bids. The request and the responses shall be made in writing. The bid security shall also be extended for a corresponding period. A bidder may refuse the request to extend the validity of its bids without forfeiting its bid security. A bidder granting the request shall not be required to modify its bid.

#### 7. Qualification Criteria

- a. Bidder has to be legally registered firm in Bhutan.
- b. Must be a holder of a valid Trade License.
- c. Must furnish a latest Tax Clearance Certificate.
- d. Must furnish Power of Attorney (in original), if the signatory is other than the owner of the firm.

Non-submission of the same shall result into bid considering as non-responsive. Incomplete and conditional bid shall be treated as non-responsive and rejected.

#### 8. Clarification of Bids

- a. To assist in the examination, evaluation, comparison and qualification of the Bids, KHEL may, at its discretion, ask any Bidder for a clarification on its Bid including justification.
- b. No change in the prices or substance of the Bid shall be sought, offered or permitted, except to confirm the correction of arithmetic errors observed by KHEL in the evaluation of the Bids.
- c. A bid is liable for rejection if a Bidder does not provide clarifications of its bid by the date and time stipulated in KHEL's request for clarification.

#### 9. Evaluation of Bids

The Purchaser shall compare all substantially responsive Bids to determine the lowest evaluated bids. The bidder shall bid for all the BoQ items in each lot and prices of all the items shall be considered to determine the lowest evaluated Bid in each lot to declare the winning Bidder.

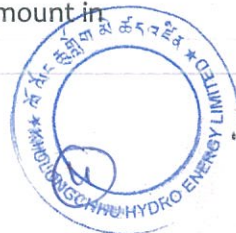
Arithmetical errors will be corrected at the time of evaluation of Price Bid and corrected figure will be considered as evaluated Bid Price. The correction in the Bid Price shall be binding on the Bidders. If the Bidder does not accept the correction of errors as the provisions of this clause, the Bid will be rejected and the Bid Security will be forfeited.

If there is a discrepancy between the unit price and line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of the purchaser there is an obvious misplacement of decimal point in the unit price, **or ignoring to put any zero or putting extra zero in the unit price in which case, the total of line item as quoted will govern and the rate will be corrected accordingly** in which case the line item total as quoted shall govern and the unit rate price shall be corrected.

If there is discrepancy between summation of sub totals and total price, the summation of sub total price shall prevail and the total shall be corrected.

If there is a discrepancy between the word and figure of the price of each item, wherever the bid document requires the rates to be written in both words and figures, the amount in words will prevail unless the amount expressed in word has an arithmetical error.

*[Handwritten signature]*  
22/3/2022



In case the Bidder has not filled up the unit rates against any item, purchaser shall treat the price of the unfilled item as zero for the purpose of evaluation, comparison and award (if such Bidder emerges as the lowest bidders) with the assumption that the cost has been absorbed elsewhere in the price bid.

OR

**In case the bidder has not filled up the unit rates against any item of each lot purchaser shall not consider such bidder for the purpose of evaluation, comparison and reject the bid.**

If the Bid price of the lowest evaluated Bid appears abnormally low or seriously unbalanced, the Purchaser may request the Bidder to produce written explanations of, justifications and detailed price analyses for any or all items offered. Such, the explanations may include, but are not limited to, details of the method by which the Goods are to be provided, the technical solutions chosen, exceptionally favourable conditions available to the Bidder for the execution of the Contract, and the originality of the Goods proposed by the Bidder.

#### **10. Quantity Variation**

The quantity of the items provided in BOQ is purely for evaluation purpose. Except for the fixed rate, the quantity of the materials required shall remain open at the time the contract is awarded.

The purchaser shall specify the quantity requirement when the purchase orders are placed from time to time.

#### **11. KHEL'S Right**

- a) KHEL reserves the right to accept or reject any Bid, annul the bidding process and reject all Bids at any time prior to Contract award without any obligation to inform the affected Bidders, and
- b) KHEL shall not be bound to accept lowest quoted price.
- c) KHEL can reject any tender without assigning any reason thereof.
- d) KHEL shall issue purchase order to the successful Bidder whose Bid has been determined to be appropriate and acceptable.
- e) KHEL or its representative shall have the right to inspect or to test the products/service to confirm their conformity to the specifications and the items found unsatisfactory during an inspection shall be rejected.

#### **12. Letter of Award (LOA)**

Prior to expiry of the period of Bid validity, KHEL shall notify the successful Bidder whose bid has been determined to be substantially responsive through a Letter of Award (LoA). The Vendor shall return copy of LoA signed and stamped as token of unconditional acceptance of LOA within fifteen (15) days of issue of LOA.

#### **13. Performance Security**

As a contract security, the successful bidder shall be required to furnish a Performance Security equivalent to ten percent (10%) of the award value in order to confirm the issue





of purchase order after signing the Contract Agreement. The performance security shall be in the form of Cash Warrant / Demand Draft / unconditional Bank Guarantee (Bank Guarantee shall be in the prescribed format enclosed in the bid document) in favour of Kholongchhu Hydro Energy Limited (KHEL), Trashiyangtse.

It shall guarantee the faithful performance of the Contract in accordance with the terms and conditions specified in the Tender documents.

The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete its obligations or to remedy the defects under the contract.

The guarantee shall be valid for a further period of ninety (90) days beyond the expiry of the ~~warranty~~ **delivery** period. However, in case of delay in supply / delivery of materials, the validity of Performance Security shall be extended by the Supplier for such period of delay. The performance security shall be released on the completion of supply. ~~warranty period supply.~~

#### 14. Purchase Order

On submission of the required Performance Security within 15 (fifteen) days from the date of issue of LOA, KHEL shall issue Purchase Order to the successful bidder.

#### 15. Terms of Payment

- a) The payment to the bidder shall be made against submission of all the required documents acceptable to KHEL against the purchase order.
- b) 100% of the payment shall be made within 30 days after the successful supply of items and upon acceptance by the consignee.
- c) The payment shall be deposited to the bank account made available to the purchaser by the successful supplier. Bank charges if any, shall be borne by the supplier.
- d) No advance shall be given to the supplier.
- e) TDS as applicable will be deducted from the bill.

#### 16. Guarantee and Warranty

The supplier shall guarantee and warrant that material supplied is new, genuine and original.

The supplier also further warrants that the materials shall be free from defects arising from any act or omission of the supplier or arising from design, materials and workmanship, under normal use in the conditions prevailing in Bhutan.

~~The warranty shall remain valid for twelve (12) month after the delivery of materials or for eighteen (18) months after the date of shipping from the port or place of loading in the country of origin, whichever period concludes earlier.~~

The purchaser shall give notice to the supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof.

Upon receipt of such notice, the supplier shall expeditiously repair or replace the defective materials or parts thereof within the time period specified in the notification, at no cost to the purchaser.

If having been notified, the supplier fails to remedy the defect within the time period specified in the notification; the purchaser may proceed to take within a reasonable

*P*  
22/3/2022



period such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.





## B. GENERAL TERMS AND CONDITIONS (GTC)

### 17. Price, Taxes, Insurance and Duties

The price quoted is **CIP KHEL, Trashiyangtse**, inclusive of all Taxes, Duty & Insurance. The bidder should clearly mention the brand name of the items offered, wherever necessary. The bidders shall quote the price in Ngultrum.

### 18. Delivery Period

Supply of items shall be made within **60 (Sixty)** days from date of issue of purchase order or on date of signing the Contract Agreement. However, the supplier will have to make every effort to supply as early as possible.

### 19. Inspection

At its own expense and at no cost to the purchaser, the supplier shall carry out required tests or inspections of the materials and related services. The purchaser may reject any materials or any part thereof that fail to conform to the required specifications. The supplier shall either rectify or replace such rejected materials or part thereof or make alternatives necessary to meet the specifications at no cost to the purchaser.

### 20. Consignee

Executive Engineer / Store In-charge, Kholongchhu Hydro Energy Limited (KHEL),  
Trashiyangtse

### 21. Liquidated Damages


If the supply of the items is not completed in full for whatsoever reason within the stipulated period, an amount @0.1% (zero-point one percent) would be deducted from the supplier's bill for every day of delay or part thereof, subject to the maximum of 10% (ten percent) of the total purchase order value. Non-compliance of complete order may also lead to cancellation of purchase order and forfeiture of performance security thereof.

### 22. Precaution & Protection

Supplier must take all the precautions pertaining to environmental protection and health and safety of those handling the materials. Further, all legal and regulatory requirements related to the Environment, health and safety are to be complied with.

### 23. Dispute Resolution

The purchaser and supplier shall make every effort to resolve amicably by informal negotiations between them. For un-resolved disputes, the court at Trashiyangtse, Bhutan alone shall have jurisdiction to adjudicate upon.

  
22/3/2022

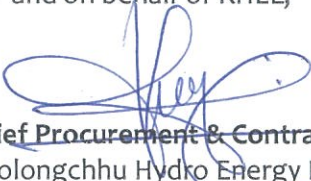


### C. TECHNICAL SPECIFICATIONS

**Notes:**

1. The bidders are requested to go through all the terms & conditions and technical specifications before quoting their rates.
2. For any enquiry/clarification regarding above, may contact the Procurement & Contracts Division, KHEL, Trashiyangtse, Telephone No. 04-781158/781167/781169
3. This NIT shall form part of the Contract Document.

For and on behalf of KHEL,

  
**Chief Procurement & Contracts**  
Kholongchhu Hydro Energy Limited  
Trashiyangtse, Bhutan.



22/3/2022



## BID FORM

**Final delivery of goods/ services: KHEL, Trashiyangtse, Bhutan**

**Consignee: Store In-charge, KHEL, Trashiyangtse, Bhutan**

Signature of Supplier	Supplier's Official Stamp
Name of Supplier	
Contact details:  Phone No.  Email id.	
Dated	



**Form For: Bid Security (Bank Guarantee)**

**Annexure -II**

*(The Bank shall fill in this Bank Guarantee Form in their Letter Head, in accordance with the instructions indicated in the bracket)*

Bank Guarantee No. ....

Date.....

To

M/s Kholongchhu Hydro Energy Limited,  
Chorten Kora,  
Trashiyangtse: Bhutan

Dear Sir/ Madam,

In accordance with NIT No. ...., M/s ..... having its Registered/Head Office at ..... (here-in-after called the 'Bidder') wish to participate in the said Tender for .....[Name of Works/Goods] .....

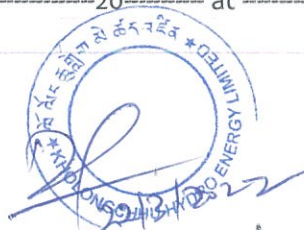
As an irrevocable bank guarantee against Bid Security for an amount of .....[insert currency and amount in words and figures\*]..... valid up to.....[insert date@].....is required to be submitted by the Bidder as a condition precedent for participation in the said Tender which amount is liable to be forfeited on the happening of any of the events mentioned in the Bidding Document.

We, the .....[Name & address of the Bank] ..... having our Head Office at ..... (#) ..... guarantee and undertake to pay immediately on demand by M/s Kholongchhu Hydro Energy Limited (KHEL) or its authorized representative, the amount of .....[insert currency and amount in words and figures\*]..... without any reservation, protest, demand and recourse. Any such demand made by KHEL shall be conclusive and binding on us irrespective of any dispute or difference raised by the Bidder.

This Guarantee shall be irrevocable and shall remain valid up to .....(@). If any further extension of this guarantee is required, the same shall be extended to such required period on receiving instructions from M/s..... [Bidder's Name]..... on whose behalf this guarantee is issued.

All rights of KHEL under this Guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities there under unless a demand or claim is lodged by KHEL under this Guarantee against the bank within the above mentioned expiry date of validity or, from that of the extended date.

Dated this ----- day of ----- 20----- at -----.



(11)



**WITNESSES:**

1.

.....  
(Signature)

.....  
(Name)

.....  
(Official Address)

**SIGNATURE OF AUTHORIZED SIGNATORY OF THE  
BANK DULY AFFIXED WITH LEGAL STAMP &  
STAMPED OFFICIAL SEAL**

1.

.....  
(Signature)

.....  
(Name)

.....  
(Designation)

**SIGNATURE OF AUTHORIZED SIGNATORY OF THE  
BANK DULY AFFIXED WITH LEGAL STAMP &  
STAMPED OFFICIAL SEAL**

2.

.....  
(Signature)

.....  
(Name)

.....  
(Official Address)

2.

.....  
(Signature)

.....  
(Name)

.....  
(Designation)

**Note:**

(\*) Shall be as specified in the BDS.

(@)The Bid security shall be valid till the date as specified in BDS.

(#) Complete mailing address of the Head Office and issuing branch of the Bank to be given with fax no./telephone no. of the contact person.

The Bank Guarantee shall be from a bank as per provisions of ITB.

Bank Guarantee shall be duly signed by the authorized signatory(ies) of the Bank by affixing the legal stamp.



## INTEGRITY PACT

### 1 General:

Whereas the **Chief(P&C)**, representing the Kholongchhu Hydro Energy Ltd., Trashiyangtse, hereinafter referred to as the **"Purchaser"** on one part, and ..... representing M/s ....., hereinafter referred to as the **"Bidder"** on the other part hereby execute this agreement as follows:

### 2 Objectives:

Whereas, the Purchaser and the Bidder agree to enter into this agreement, hereinafter referred to as IP ( Integrity Pact) to avoid all forms of corruption or deceptive practice by following a system that is fair, transparent and free from any influence/unprejudiced dealings in the **bidding process**<sup>1</sup> and **contract administration**<sup>2</sup>, with a view to:

- 2.1 Enabling the Purchaser 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 the 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.

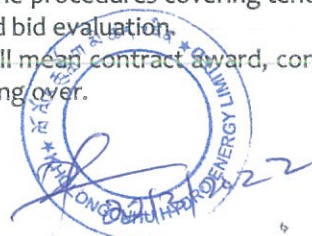
### 4. Commitments of the Purchaser:

The Purchaser commits itself to the following:

- 4.1 The Purchaser hereby undertakes that no officials of the Purchaser, 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 Purchaser further confirms that its officials shall not favour 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 Purchaser, who may have observed or noticed or have reasonable suspicion shall report to the head of the employing agency or an appropriate government office any violation or attempted violation of clauses 4.1 and 4.2.

<sup>1</sup> Bidding process, for the purpose of this IP, shall mean the procedures covering tendering process starting from bid preparation, bid submission, bid processing, and bid evaluation.

<sup>2</sup> Contract administration, for the purpose of this IP, shall mean contract award, contract implementation, un-authorized sub-contracting and contract handing/taking over.





- 4.4 Following report on violation of clauses 4.1 and 4.2 by official (s), through any source, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings shall be initiated by the Purchaser and such a person shall be debarred from further dealings related to the bidding process and contract administration.

**5. Commitments of Bidder**

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 Purchaser, 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.

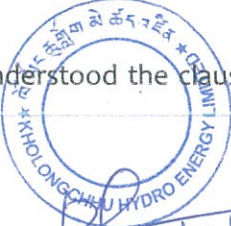
**6. Sanctions for Violation:**

- 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-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.

  
22/3/2022

14

The parties hereby sign this Integrity Pact at ..... on ..... 2022



Affix  
Legal  
Stamp

BIDDER/REPRESENTATIVE

CID: 

1	1	1	0	5	0	0	3	9	4	0
---	---	---	---	---	---	---	---	---	---	---

CID: 

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

Witness:

Name: Ugyen Namgay  
CID No. 11605000203

Witness

Name:  
CID No.



## Contract Agreement

[The successful Firm shall fill in this form in accordance with the instructions indicated]

THIS CONTRACT AGREEMENT made the on \_\_\_\_\_ day of \_\_\_\_\_ month, \_\_\_\_\_ [year],  
BETWEEN

- (1) [Kholongchhu Hydro Energy Limited, incorporated under the Company's Act of Kingdom of Bhutan, 2000], at Trashiyangtse, Bhutan (hereinafter called "the Purchaser"), and
- (2) \_\_\_\_\_ [insert name of Firm], a Supplier incorporated under the laws of \_\_\_\_\_ [insert: country of Firm] and having its principal place of business at \_\_\_\_\_ [insert: address of Firm] (hereinafter called "the Firm").

WHEREAS the Purchaser invited Bids for supply of certain goods viz., [.....] for 600 MW Kholongchhu Hydro Energy Limited., Trashiyangtse] and has accepted a Bid by the Firm for the supply of [.....] in the sum of [insert Contract Price in words and figures, expressed in the Contract currency/ies] (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. The following documents shall constitute the Contract between the Purchaser and the firm, and each shall be read and construed as an integral part of the Contract, viz.:
  - (a) Contract Agreement;
  - (b) Terms and Conditions;
  - (c) Technical Requirements;
  - (e) The Firm's Bid;
  - (f) Notification of Award;
  - (g) Performance Security;
2. This Contract shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.
3. In consideration of the payments to be made by the Purchaser to the Firm as hereinafter mentioned, the Firm hereby covenants with the Purchaser to supply [.....] in all respects within the provisions of the Contract.
4. The Purchaser hereby covenants to pay the Firm in consideration of the provision of the goods and Related Services. The Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of Bhutan on the day, month and year indicated above.

For and on behalf of the PURCHASER/EMPLOYER

For and on behalf of the  
SUPPLIER/

**BIDDER / REPRESENTATIVE**

Affix  
Legal  
Stamp

Affix  
Legal  
Stamp

Signature.....

Signature.....

Name:.....

Name:.....

In the capacity as.....

In the capacity as.....

CID : 

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

CID : 

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

**In presence of the following witnesses:**

Witness: .....

Witness: .....

Name:.....

Name:.....

CID : 

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

CID : 

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





**Annexure V**

**Form : Bank Guarantee for Contract Performance Security**

(The Bank shall fill in this Bank Guarantee Form in their Letter Head, in accordance with the instructions indicated in the bracket)

Bank Guarantee No. ....

Date.....

To

M/s Kholongchhu Hydro Energy Limited,  
Chorten Kora,  
Trashigang: Bhutan

Dear Sir/Madam,

In consideration of Kholongchhu Hydro Energy Limited (hereinafter referred to as KHEL which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to M/s ..... with its Registered/Head Office at ..... (hereinafter referred to as the 'Contractor/Supplier' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a Contract by issue of Letter of Award No..... dated ..... valued at ..... [name of currency and amount in figures and words]....., for ..... (insert Scope of Contract)..... and the Contractor/Supplier having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire Contract equivalent to ten percent (10%) of the said value of the Contract to KHEL.

We ..... (insert Name and Address of the bank issuing the Guarantee)..... having its Head Office at ..... # ..... hereinafter referred to as the 'Bank' which expression shall, unless repugnant to the context or meaning thereof include its successors, administrators, executors and assigns), do hereby guarantee and undertake to pay KHEL, on demand any and all monies payable by the Contractor/Supplier to the extent of ..... [insert amount of the Bank Guarantee and its currency]..... at any time up to ..... @..... (day/month/year) without any demur, reservation, contest, recourse or protest and or without any reference to the Contractor/Supplier. Any such demand made by KHEL on the Bank shall be conclusive and binding notwithstanding any difference between KHEL and the Contractor/Supplier or any dispute pending before any Court, Tribunal or any other Authority. The Bank undertakes not to revoke this guarantee during its currency without prior consent of KHEL.

KHEL shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee from time to time to extend the time for performance of the Contract by the Contractor/Supplier. KHEL, shall have the fullest liberty, without affecting this guarantee to postpone from time to time the exercise of any powers vested in KHEL or of any right which they might have against the Contractor/Supplier and to exercise the same at any time and any manner, and either to enforce or to forbear to enforce any covenants, contained or implied in the Contract between KHEL and the Contractor/Supplier or any other course of remedy or security available to KHEL. The Bank shall not be released of its obligations under these presents by any exercise by KHEL of its liberty with reference to the matters aforesaid or any of them or by reason or any other acts of omission or commission on the part of KHEL or any other indulgence shown by KHEL or by any other matter or thing whatsoever which under the law would but for this provisions have the effect of relieving the Bank.



The Bank also agrees that KHEL at its option shall be entitled to enforce this guarantee against the Bank as a Principal debtor, in the first instance without proceeding against the Contractor/Supplier and notwithstanding any security or other guarantee that KHEL may have in relation to the Contractor's/Supplier's liabilities.

Notwithstanding anything contained herein above, our liability under this guarantee is restricted to ..... and shall remain in force up to and including ..... and shall be extended from time to time for such period, as may be desired by M/s ..... on whose behalf this guarantee has been given.

All rights of KHEL under this Guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities there under unless a demand or claim is lodged by KHEL under this Guarantee against the bank within the above mentioned expiry date of validity or, from that of the extended date.

Dated this ..... day of ..... 20 ..... at .....

Witness:

.....  
(Signature)

.....  
(Name)

.....  
(Official Address)

2. ....  
(Signature)

.....  
(Name)

.....  
(Official Address)

1. ....  
(Signature)

(Affix Legal Stamp & Stamp Official Seal)

.....  
(Name)

.....  
(Official Address)

2. ....  
(Signature)

(Affix Legal Stamp & Stamp official Seal)

.....  
(Name)

.....  
(Official Address)

**Note:**

\*Contractor/Supplier as applicable.

@) This date will be thirty (30) days beyond the scheduled end of Defect Liability Period of the last work covered under the Contract/last supplies completed.

(#) Complete mailing address of the Head Office of the Bank to be given.





ANNEXURE - VI

BILL OF QUANTITIES

SN.:	Particulars	Specification	Unit	Quantity	Rate in Nu		Amount in Nu	Brand
					Figure	Words		
	<b>Lot - I</b>							
1	Spiral binding coil	8 mm dia.	kg	65				Peacock /Equivalent
2	Spiral binding coil	12 mm dia.	kg	63				Peacock /Equivalent
3	Spiral binding coil	16 mm dia.	kg	66				Peacock /Equivalent
4	Spiral binding coil	20 mm dia.	kg	65				Peacock /Equivalent
5	Spiral binding coil	25 mm dia.	kg	66				Peacock /Equivalent
6	Spiral binding coil	35 mm dia.	kg	65				Peacock /Equivalent
7	Spiral binding coil	45 mm dia.	kg	62				Peacock /Equivalent
8	A4 size spiral binding cover sheet	Associated colors	Pc	1498				Peacock /Equivalent
9	A4 size spiral binding cover sheet	plastic cover (Transparent)	Pc	676				Peacock /Equivalent
10	A3 size spiral binding cover sheet	Associated colors	Pc	100				Peacock /Equivalent
11	A3 size spiral binding cover sheet	plastic cover (Transparent)	Pc	100				Peacock /Equivalent
12	A4 size Envelope	Yellow with inside cloth lining	Pkt	172				Taj mahal/equivalent
13	A3 size Envelope	Yellow with inside cloth lining	Pkt	120				Taj mahal/equivalent
14	A4 size Envelope	Yellow with inside plastic	Pkt	198				Taj mahal/equivalent

15	A6 plain Envelope	lining	Pkt	1400				Taj mahal/equivalent - LPM
16	A4 Lever Arch file		No	713				Make/Equivalent
17	A4 Ring binder file		No	843				LPM
18	A3 Ring binder file		No	390				Make/Equivalent
19	A4 Cobra spring file		No	502				LPM
20	Dispatch Register (Leather bound)		No.	37				Make/Equivalent
21	Document Receipt Register	No.12 (leather bound)	No.	43				Best Quality
22	Dak Pad Folder (leather/ordinary)	Leather (black)	No.	72				Ometra/Equivalent
23	Paste it note pad / paper flags	Associated colors (3x3)", 50 sheets	Pad	240				Ometra/Equivalent
24	Note Pad spiral type	size: 14x21.6cm (160 pages)	No.	254				Gem son/Equivalent
25	Post it pad	2x3"	No.	151				Aerrotek/Equivalent
26	Register rule (leather bound)	No. 8	No.	240				Times/Equivalent
27	Attendance Register	No. 8	No.	27				Aerrotek/Equivalent
28	Stock Register	No.12	No.	58				Ometra/Equivalent
29	Plastic cover for binding	A4 size transparent	No.	807				Ometra/Equivalent
								Best quality

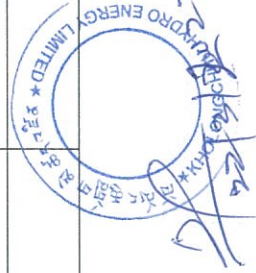




30	L-Shaped plastic File	Best quality	No.	305					Best quality
31	A4 Flat file		No	604					Rainbow/Equivalent
	<b>Total Amount Lot -I</b>								
32	<b>Lot -11</b>								
33	A4 size paper	75 GSM	Pkt	1203					JK Copier/Equivalent
34	A4 size paper	75 GSM, associated colors	Pc	3010					JK Copier/Equivalent
35	A3 size paper	75 GSM	Pkt	575					JK Copier/Equivalent
36	A4 size glossy paper	220 GSM	Pc	629					Oddy/Equivalent
37	A3 size glossy paper	220 GSM	Pc	475					Oddy/Equivalent
38	A3 size glossy paper	100 GSM	Pc	455					Oddy/Equivalent
	<b>Total Amount-Lot II</b>								
39	<b>Lot - III</b>								
40	Marker pen	Black (white board)	No.	286					Luxor/Equivalent
41	Marker pen	black, blue & red	No.	336					Luxor/Equivalent
42	Push pin	Each packet containing 100 pins	Pkt	112					Scholar/Equivalent
43	Scissors	Stainless steel 8 inches	No.	50					Aerotek/Equivalent
44	Jotter Refill	Black/Blue	Pkt	55					
45	Stapler Machine No. 10		No.	64					Kangaroo/Equivalent



46	Stapler Machine 24/6		No.	79				Kangaroo/Equivalent
47	Paper stacking tray (plastic)	2 tray/ layers	No.	60				Omega/Equivalent
48	Pencil HB		Pkt	74				Apsara/Equivalent
49	Stapler pin No.10		pkt	210				Kangaroo/Equivalent
50	Stapler pin No. 24/6		pkt	213				Kangaroo/Equivalent
51	Plastic Scale	30cm	No.	90				Kores/Equivalent
52	Paper bin	Plastic	No.	79				Tirupati/Equivalent
53	High lighter	Multicolor	pkt	109				Office Mate/Equivalent
54	Calculator, 12 digits		No.	57				Casio/Equivalent
55	Cello Pointed pen		pkt	116				Cello/Equivalent
56	Eraser, dust free		Pkt	95				Nag <del>araj</del> /Equivalent
57	A4 stripe plastic file		No.	277				Ankita/Equivalent
58	Glass cleaner	500ml	No.	141				Colin/Equivalent
59	White board with duster	Aluminum frame: 3x4'	No.	22				Alkosign/Equivalent
60	Signing pen	1.0mm	pkt	92				Cello/Equivalent
61	Paper Punching Machine		No.	53				Kangaroo/Equivalent
62	Pencil Sharpener		pkt	62				Apsara/Equivalent
63	Pen drive	32 GB	No.	22				Scandisk/Equivalent
64	Spiral Binding machine		No.	2				Akiles/Equivalent
65	Stapler machine (heavy DUTY)		No.	6				Kangaroo/Equivalent





66	Heavy duty stapler pin		No	3					Kangaroo/Equivalent
67	Stainless steel ruler 50cm		No	2					Oxford/Equivalent
68	Dust cleaning cloth		No.	25					Best Quality
69	Binder Clips	15 mm wide, black metal each pkt containing 12 Nos	pkt	74					Aerotix/Equivalent
70	Binder Clips	41 mm wide, black metal each pkt containing 12 Nos.	Pkt	85					Aerotix/Equivalent
71	Color paper clips	20 mm size, multi colored PVC coated, closed U type, each packet containing 100 clips	Pkt	63					Globe/Equivalent
72	White Correction Fluid 10 ml	Pen Type	No.	126					Saya/Equivalent
73	Cello tape	Transparent, white, 50 m x 44 mm	No.	162					Innovate/Equivalent
74	Glue stick	20g tube	No.	161					Kores/Equivalent
	Total amount Lot -III								
	Grand Total Lot-I, Lot-II & Lot III								



**Note:**

1. The bidders are requested to go through all the terms and scope of the supply before quoting the rates.
2. Wherever applicable submit brochures / catalogues of product and quote the brand name.



**Sign & Seal of Bidder / Supplier**