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)

TENDER NO. 04/KHEL/P&C/NIT/2019/261

SUPPLY OF ENVIRONMENT MONITORING EQUIPMENT, SAFETY GADGETS & PPEs

AUGUST 2019
NOTICE INVITING TENDER

Kholongchhu Hydro Energy Limited (KHEL), Trashiyangtse, Bhutan is pleased to invite sealed bids from eligible Bhutanese suppliers having valid trade license for “Supply of Environment Monitoring Equipment, Safety Gadgets & Personal Protective Equipments (PPEs)”.  

The Bidding Document shall be on sale from August 16, 2019 to September 14, 2019. Bids shall be received up to 10:30 AM BST on or before September 16, 2019 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 Bidding Document can also be downloaded from KHEL website (www.khepbhutan.com). Bidders downloading the Bidding Document should register themselves by intimating the Procurement and Contracts Division, KHEL through e-mail at econtracts.khep@gmail.com or a written letter 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. 04-781158/781169/781167 during office hours.

Chief Engineer (Contracts)  
Kholongchhu Hydro Energy Limited  
Trashiyangtse, Bhutan
A. INSTRUCTIONS 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 August 16, 2019 to September 14, 2019 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 as the cost of tender document

OR

It can also be downloaded from KHEL website www.khepbhutan.com during the above stipulated period. However, the Bidders downloading the Bidding Documents should register themselves by intimating the Procurement & Contracts Division, KHEL through e-mail at cecontracts.khep@gmail.com or a written letter before the deadline for submission of bids and must submit the cost of the bidding document at the time of submitting the bid. Non submission of the cost of bidding document shall result in the bid being considered non-responsive. No request for sending the Bidding Documents by post or by Courier Service shall be entertained.

2. Earnest Money Deposit (EMD)

The bidder will be required to furnish Earnest Money of Nu. 20,000.00 (Ngultrum Twenty Thousand Only) in the form of Demand Draft or Cash Warrant or an unconditional Bank Guarantee issued by reputed banks in Bhutan and valid beyond two months of bid validity period in favour of Kholongchhu Hydro Energy Limited, Trashiyangtse, Bhutan. Non submission of the EMD shall result in outright rejection of the bid. The EMD will be forfeited in case the Bidder request for modification in his/their bids or do(es) not accept the Contract after it is awarded.

The EMD of unsuccessful bidder(s) will be released within one month of awarding the work to the successful bidder(s) and the EMD of successful bidder(s) will be released on submission of Performance Security of 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 supply shall be “Single Stage Two Envelope”. All the bids duly signed by proprietor / or their authorized representative should be sealed in two separate envelopes as described below:

3.1 Envelope 1:
   a. EMD and Cost of Tender Document (if downloaded from the website)
   b. Valid Trade License
   c. Valid Tax Clearance Certificate
   d. Power of Attorney (in original) if the signatory is other than the proprietor
   e. Complete tender documents duly signed on all pages
   f. Signed & filled Bid Form (Annexure-II)
   g. Signed Pre-integrity Pact (Annexure-III)
   h. Technical specifications including brand of items quoted (provide brochures / catalogues, wherever available).
No price sensitive information including price bid is to be enclosed in the Envelope 1 to avoid disqualification.

3.2 **Envelope 2:** Price Bid as prescribed in the **Annexure - I [Bill of Quantities]** clearly indicating offered rates, financial terms and conditions.

3.3 Two envelopes should be super-scribed in bold letters with the statements “**EMD & TECHNICAL BID**” and “**PRICE BID**”, as the case may be.

3.4 Both the envelopes should be sealed in a single cover and addressed to the **Chief Engineer (Contracts), Kholongchhu Hydro Energy Limited (KHEL), Trashiyangtse, Bhutan** superscripted as **“Supply of Environment Monitoring Equipments, Safety Gadgets & PPEs”** and must be submitted on or before the closing time and date indicated above.

3.5 The Technical Bid should be accompanied by the documents as indicated in **Para 3.1** above, without which the tender will be considered incomplete and hence shall be rejected.

3.6 The Technical 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.

3.7 The envelope containing EMD and Technical Bid shall be considered for opening 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 cost of tender document. Price bid shall be considered for opening only if the bidder qualifies in techno-commercial evaluation (includes sample verification and inspection wherever necessary as specified in BOQ).

3.8 Bids received after the closing date and time shall not be considered and no correspondence in this regard will be entertained.

4. **Withdrawal of Bid**

4.1 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.

4.2 No bid will be withdrawn in the interval between the deadline for submission of bid and expiration of the period of the bid validity.

5. **Opening of Bids**
The bid shall be received till **September 16, 2019 up to 10.30 AM BST** by the Office of the Procurement and Contracts Division, Kholongchhu Hydro Energy Limited (KHEL), Trashiyangtse, Bhutan or up to the date and time specified in any addendum. The bids shall be opened at KHEL Conference Hall, Trashiyangtse on the same date at **11.00 AM BST** in the presence of bidders or their authorized representatives who may wish to attend the opening of bids. Any late bids will be rejected.

In case the scheduled opening day is declared a holiday, the quotations shall be opened on next working day at the same place and time.

### 6. Bid Validity Period

Bid shall remain valid for a period of **90 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

7.1 Bidder has to be legally registered firm in Bhutan.
7.2 Must be a holder of a valid Trade License.
7.3 Must furnish a valid Tax Clearance Certificate.
7.4 Must furnish power of attorney (in original) if the signatory is other than the owner / proprietor of the firm.

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

### 8. Clarification of Bids

8.1 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.
8.2 No change in the prices or substance of the Bid shall be sought, offered or permitted, except to confirm the correction of arithmetic errors observed by KHEL in the evaluation of the Bids.
8.3 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 Bid (sample verification as specified in BOQ shall be a part of technical evaluation) to declare the winning Bidder. If the price schedule shows items listed but not priced, their prices shall be assumed to be included in the Bid prices of the other items. Notwithstanding other things, the bids will be evaluated on the basis of consolidated total bid price to determine the successful bidder.

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 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.

After objective evaluation of the explanations, justifications and price analyses, if the Purchaser decides to accept the Bid with an abnormally low or seriously unbalanced price, the Purchaser shall require that the amount of the Performance Security stipulated be increased at the expense of the Bidder to a level sufficient to protect the Purchaser against financial loss in the event of default of the successful Bidder under the Contract.

10. Quantity Variation

The quantity of the items provided in BOQ is purely for evaluation purpose. Except for the fixed rate, KHEL shall have the right to increase or decrease the quantity of materials.

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

11. KHEL’S Right

11.1 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

11.2 KHEL shall not be bound to accept lowest quoted price.

11.3 KHEL can reject any tender without assigning any reason thereof.

11.4 KHEL shall sign Contract with the successful Bidder whose Bid has been determined to be appropriate and acceptable.

11.5 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).

13. Performance Security

As a contract security, the successful bidder shall be required to furnish a Performance Security i.e. 10% of the contract award value prior to signing of the contract or release of purchase order in the form of unconditional Bank Guarantee / Cash Warrant / Demand Draft 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 performance security / guarantee shall be valid for a further period of thirty (30) days beyond the expiry of the contract period.
14. Signing of Contract and issuance of Purchase Order

On submission of the required Performance Security within 15 (Fifteen) days from the date of issue of LoA, KHEL shall sign a Contract Agreement with the successful bidder and issue the Purchase Order.

15. Terms of Payment

15.1 The payment to the bidder shall be made against submission of all the required documents acceptable to KHEL for the purchase orders issued from time to time.

15.2 100% of the payment shall be made within 30 days after the successful supply of items in good/full condition and upon acceptance by the consignee.

15.3 The payment shall be released through electronic fund transfer/RTGS. The details to be provided by the bidder along with his bid about their bank account. Bank charges if any, shall be borne by the supplier.

15.4 No advance shall be given to the awarded party.

15.5 TDS as applicable will be deducted from the bill.

16. Guarantee

The supplier shall guarantee that materials supplied are genuine and original. If inferior quality materials are supplied, the bidder shall be informed to replace the same without any extra cost to the purchaser.

B. GENERAL TERMS AND CONDITION (GCC)

17. Price, Taxes, Insurance and Duties

The price quoted is F.O.R KHEL, Trashiyangtse inclusive of all Taxes, Duty & Insurance and the price quoted should not exceed the maximum retail price for branded items.

The bidder should clearly mention the brand name of the items offered, wherever necessary. The bidders shall quote the price in Ngultrum. Rates and amount should be filled in both figures and words. In case of ambiguities, the rate in words shall prevail. If there is any discrepancy between the unit rate & total price (i.e. obtained multiplying unit price & quantity), the unit rate shall prevail & the total price shall be corrected by KHEL accordingly. All entries shall be filled in neat and legible handwriting. Over writing/over typing/cutting should be avoided, if any, should be authenticated with the initials by the authorized signatory of the bidder.

18. Delivery Period

Supply of items shall made within 45 (forty five) days from date of issue of Purchase Order. 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.
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

EE, Field Design Wing & W/T, Kholongchhu Hydro Energy Limited (KHEL), Trashiyangtse.

21. Liquidated Damages

If the delivery of material in full & in good condition is not completed for whatsoever reason within the stipulated period, an amount @0.5 % (zero point five percent) would be deducted from the supplier’s bill for each week or part thereof, subject to the maximum of 10% (ten percent) of the total supply 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.

C. TECHNICAL SPECIFICATIONS

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Items/Particulars</th>
<th>Specification</th>
</tr>
</thead>
</table>
| 1       | First Aid Boxes (Specifications as per the requirement at Table III – Contents of first aid box of the Regulation of Occupational Health Safety and Welfare 2012 (DoL, MoLHR, Bhutan) | The First Aid Box should be distinctively marked with white cross on a green background and shall contain the following equipment:
- i. Small sterilized dressings - 24 nos;
- ii. Medium size sterilized dressings – 12 nos;
- iii. Large sized sterilized dressing - 12 nos;
- iv. Large size sterilized burn dressings – 12 nos;
- v. (1/2 oz) Sterilized cotton wool – 12 packets;
- vi. (2 oz) Bottle containing a two percent alcoholic solution of iodine – 2 nos;
- vii. (2 oz) Bottle containing Betadine (antiseptic solution) having to dose and mode of administration indicated on the label – 2 nos;
- viii. Roll of adhesive plaster – 2 nos;
- ix. A snake bite lancet – 1 no;
- x. Torch light – 1 no;
- xi. Pair of scissors – 1 no;
- xii. Tablets Aspirin (5 mg) – 4 dozen;
- xiii. Burn ointment – 4 tubes;
- xiv. Dettol – 4 phial; |
<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Items/Particulars</th>
<th>Specification</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>xv. Bandages 4 inched wide – 12 roll;</td>
<td></td>
</tr>
<tr>
<td></td>
<td>xvi. Bandages 3 inches wide – 12 rolls;</td>
<td></td>
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<tr>
<td></td>
<td>xvii. Triangular bandages – 6 nos;</td>
<td></td>
</tr>
<tr>
<td></td>
<td>xviii. Packets of safety pins – 2 nos;</td>
<td></td>
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<td></td>
<td>xix. A supply of suitable splint – yes;</td>
<td></td>
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<tr>
<td></td>
<td>xx. Tourniquet – 1 no.</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Respiratory Mask</td>
<td>Complies N95</td>
</tr>
<tr>
<td></td>
<td>Respiratory protection against dust, smoke and other particles with white Cup shape design. Cartridge or filter included with comfort. With good exhalation valve.</td>
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<tr>
<td>3</td>
<td>Ear plug (uncorded)</td>
<td>Complies EN 352-2 : 2002</td>
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<tr>
<td></td>
<td>Noise resistance: 37 dB and above. Soft foam with close fitting seal against harmful noise, made up of non-irritant and allergy free material. Easy to insert and should be disposable type.</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Safety eye wear</td>
<td>Conforms to EN 166:2001 &amp; ANSI Z87.1-2010</td>
</tr>
<tr>
<td></td>
<td>Made with Nylon frame and Polycarbonate lens which offers lighter, exceptional impact and splash protection with excellent vision.</td>
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</tr>
<tr>
<td>5</td>
<td>Reflector vest (green colour)</td>
<td>High visibility with silver reflective tape or prismatic high performance tape. Four season expandable, breakaway including printing of “KHEL” at the rear.</td>
</tr>
<tr>
<td>6</td>
<td>Barricading tape (1 roll = 3” or 4” x 250 m length)</td>
<td>SAFETY ZONE Safety Barricading Tape, Standard Size, Multicolour having:</td>
</tr>
<tr>
<td></td>
<td>• High functionality</td>
<td></td>
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<tr>
<td></td>
<td>• highly visible from a distance</td>
<td></td>
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<tr>
<td></td>
<td>• Easy to use</td>
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<tr>
<td></td>
<td>• Longer life</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Size: 3” or 4” x 250 mtr (roll)</td>
<td></td>
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<tr>
<td>7</td>
<td>Safety hand gloves (For monthly cleaning for all employees)</td>
<td>i. Coated Material: Nitrile;</td>
</tr>
<tr>
<td></td>
<td>ii. Categories: Safety Gloves, Cut Resistant Gloves;</td>
<td></td>
</tr>
<tr>
<td></td>
<td>iii. Features: Cut Resistant;</td>
<td></td>
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<tr>
<td></td>
<td>iv. Certified By: EN;</td>
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</tr>
<tr>
<td></td>
<td>v. Material: Nitrile;</td>
<td></td>
</tr>
<tr>
<td></td>
<td>vi. Finger Type: Full Fingered;</td>
<td></td>
</tr>
<tr>
<td></td>
<td>vii. Size: Medium &amp; Large;</td>
<td></td>
</tr>
<tr>
<td></td>
<td>viii. Feature: Cut Resistant;</td>
<td></td>
</tr>
<tr>
<td></td>
<td>ix. Gender: Unisex.</td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>Respirable Dust Sampler (RDS) (PM10)</td>
<td>Flow Rate: $0.9 – 1.4 \text{ m}^3/\text{min}$ free flow (or equivalent).</td>
</tr>
<tr>
<td></td>
<td>Particle Size: Particles of 10 microns &amp; below collected on Filter Paper holder. SPM bigger than 10 microns collected in a separate sampling bottle under the cyclone.</td>
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<td></td>
<td>Sampling Time: 28 hours (maximum).</td>
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<tr>
<td>Sl. No.</td>
<td>Items/Particulars</td>
<td>Specification</td>
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<tr>
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</tr>
<tr>
<td>9</td>
<td>Whatman Filter Paper (size as per the Supplied RDS Specification)</td>
<td>- Filter Paper of size appropriate for RDS (for e.g. Dimension like 8”*10”).</td>
</tr>
</tbody>
</table>
| 10     | Desiccator or Vacuum Desiccators | - Able to maintain 29 in Hg vacuum for over 72 hours at room temperature, provides vacuum integrity resulting in lower maintenance.  
- Should offer consistent and uniform vacuum draw, vacuum release, or gas exchange.  
- Analog/digital vacuum gauge; Use with any vacuum with free air capacity of 1.5 cubic feet per minute (CFM) ft or greater.  
- Should be transparent (e.g. polycarbonate), durable, easy-to-clean, chemical-resistant.  
- Amber tinted UV blocking models block 100% of UVA, B, and C light. |

**Cabinets Specifications**
- Single piece molded design (except the door) enables outstanding vacuum capability with virtually no leakage and exceptional durability  
- Built-in ports for up to 3 additional valves  
- Perforated shelves can be removed or repositioned to accommodate various storage needs |
| 11     | DO/pH/Conductivity Rugged Field Kit | - Portable pH, Conductivity/TDS & Dissolved Oxygen Meter, Premium Field Kit for Environmental Monitoring, with Field Gel pH Electrode, Conductivity Cell & Luminescent DO Sensor, 5 m Cable (approx.).  
- Designed for water quality field applications measuring simultaneously two of the following parameters: pH, conductivity/TDS & Dissolved Oxygen (DO).  
- These electrodes should be ideal for measuring in all types of external environment such as river, surface and ground waters, ponds, lakes, sea, wastewater plant, source water, drinking water reservoir for water quality, environmental and treatment process purposes. |
<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Items/Particulars</th>
<th>Specification</th>
</tr>
</thead>
<tbody>
<tr>
<td>12</td>
<td>Basic Kit</td>
<td><strong>Surface Water Test Kit</strong>&lt;br&gt;The surface water test kit, ideal for field testing industrial discharge in both ambient and environmental applications.</td>
</tr>
<tr>
<td></td>
<td></td>
<td><strong>Features</strong></td>
</tr>
<tr>
<td></td>
<td></td>
<td>o Ideal for field testing industrial discharge in both ambient and environmental applications.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>o Easy-to-use tests for ammonia, chlorine, pH, nitrate, dissolved oxygen, phosphorus, and temperature.</td>
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<tr>
<td></td>
<td></td>
<td>o Should also have turbidity kit.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>o Rugged, lightweight kit includes pH Pocket Pal Tester and all necessary apparatus and reagents.</td>
</tr>
<tr>
<td>13</td>
<td>Low/High Range Sound Level Meter Kit</td>
<td>• Application: Sound Level Meter&lt;br&gt;• Display: Digital&lt;br&gt;• Connection Type: Wireless&lt;br&gt;• Waterproof: Waterproof&lt;br&gt;• Weight: 50-100g (approx.)&lt;br&gt;• Measuring Range: 30-130 dba</td>
</tr>
</tbody>
</table>

**Notes:**

1. The bidders are requested to go through all the terms & conditions and technical specifications before quoting their rates.
2. The warranty, wherever applicable and if not specified in the Technical Specifications shall be 1 year.
3. Wherever applicable, brochures / catalogues are required to be submitted.
4. For any enquiry/clarification regarding above, may contact the Procurement & Contracts Division, KHEL, Trashiyangtse, and Telephone No. 04-781145/741169/741158.
5. This NIT shall form part of the Contract Document.

For and on behalf of KHEL

Chief Engineer (Contracts)<br>Kholongchhu Hydro Energy Limited<br>Trashiyangtse, Bhutan.
# Annexure - I

**BILL OF QUANTITIES**

**SUPPLY OF ENVIRONMENT MONITORING EQUIPMENT, SAFETY GADGETS & PPES (NIT No. 04/KHEL/P&C/NIT/2019/261 dated August 16, 2019)**

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Item</th>
<th>Unit</th>
<th>Quantity</th>
<th>Rate (Nu.)</th>
<th>Amount (Nu.)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>In Figure</td>
<td>In Word</td>
</tr>
<tr>
<td>1</td>
<td>First Aid Boxes</td>
<td>Boxes</td>
<td>7</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Respiratory Mask</td>
<td>Nos.</td>
<td>250</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Ear plug (uncorded)</td>
<td>Nos.</td>
<td>250</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Safety eye wear</td>
<td>Nos.</td>
<td>150</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Reflector vest (green colour)</td>
<td>Nos.</td>
<td>150</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Barricading tape (1 roll = 3” or 4” x 250 m length)</td>
<td>Rolls</td>
<td>5</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Safety hand gloves</td>
<td>Nos.</td>
<td>300</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>Respirable Dust Sampler (RDS) for PM10 as per Standard.</td>
<td>Nos.</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>Whatman Filter Paper (size as per RDS Specification)</td>
<td>Sheets</td>
<td>200</td>
<td></td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>Desiccator or Vacuum Desiccators</td>
<td>Nos.</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>DO/pH/Conductivity Rugged Field Kit</td>
<td>Nos.</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>12</td>
<td>Basic Kit</td>
<td>Nos.</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>13</td>
<td>Low/High Range Sound Level Meter Kit</td>
<td>Nos.</td>
<td>1</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Note:** Bidders are advised to carefully read the specifications attached herewith under the heading “Technical Specifications” in the bidding document.

Signature of bidder / authorized representative
## Annexure - II

### BID FORM

**Final delivery of goods:** Stores, KHEL, Trashiyangtse, Bhutan  
**Consignee:** EE, FDW, KHEL, Trashiyangtse, Bhutan

<table>
<thead>
<tr>
<th>Signature of Supplier</th>
<th>Supplier's Official Stamp</th>
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<tbody>
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<table>
<thead>
<tr>
<th>Name of Supplier</th>
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<table>
<thead>
<tr>
<th>Contact details (email &amp; mobile/telephone number)</th>
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<table>
<thead>
<tr>
<th>Date</th>
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</table>
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.

Affix
Legal
Stamp

Name:………………………………………………

CID :   

Annexure - III

INTEGRITY PACT

1 General:

Whereas the Chief Engineer (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\(^1\) and contract administration\(^2\), 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 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.

\(^1\) 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.

\(^2\) 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 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.

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.

The parties hereby sign this Integrity Pact at ..................... on ..................... 2019

BIDDER/REPRESENTATIVE

CID: .........

Witness: ____________________

Name: J. Dzir

CID: 11704008160

CID: .............

Witness: ____________________

Name:

CID: .............
CONTRACT AGREEMENT

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

THIS CONTRACT AGREEMENT made the [insert number] day of [insert month], [insert 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 Supplier], a corporation incorporated under the laws of [insert: country of Supplier] and having its principal place of business at [insert: address of Supplier] (hereinafter called “the Supplier”).

WHEREAS the Purchaser invited Bids for certain Goods and ancillary services, viz., [Supply of Uniform & Liveries] and has accepted a Bid by the Supplier for the supply of those Goods and Services 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 Supplier, 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 Supplier’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 Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Related Services and the remedying of defects therein, 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/PURCHASER

Signature……………………………………
Name:……………………………………...
In the capacity as…………………………..
CID : ...........................................

In presence of the following witnesses:
Witness: …………………………………
Name:……………………………………
CID : ...........................................

For and on behalf of the SUPPLIER/BIDDER/REPRESENTATIVE

Signature……………………………………
Name:……………………………………...
In the capacity as…………………………..
CID : ...........................................