

ཁོ་ལོང་ཅུ་སྐོག་མེ་ཚད་འཛིན།

KHOLONGCHHU HYDRO ENERGY LIMITED
A Joint Venture of Druk Green (Bhutan) & SJVN (India)
600 MW KHOLONGCHHU HYDROELECTRIC PROJECTS
TRASHIYANGTSE
BHUTAN



STANDARD BIDDING DOCUMENT

FOR

PROCUREMENT OF LINENS (BEDDINGS)

Tender No: 04/KHEL/P&C/NIT/2022/ 6818

February 10, 2022





Kholongchhu Hydro Energy Limited
Trashiyangtse
Bhutan



NOTICE INVITING TENDER
(DOMESTIC COMPETITIVE BIDDING)

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

February 10, 2022

Kholongchhu Hydro Energy Limited (KHEL), Trashiyangtse, Bhutan is pleased to invite sealed bids from eligible bidders meeting the qualification requirements for procurement of following Goods:

SI No.	Description	Bid Security (Nu)	Cost of Bidding Document (Nu)
1	Procurement of Furniture (Wooden, Steel & Plastic)	60,000.00	1,000.00
2	Household Appliances	20,000.00	1,000.00
3	Chadri Items	19,000.00	1,000.00
4	Linens (Beddings)	15,000.00	1,000.00

The Bidding Document shall be on sale from **February 10, 2022 to March 12, 2022**. Bids shall be received up to **10.30 AM BST** on or before **March 14, 2021** 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 as stipulated above from the Procurement and Contracts Division, KHEL, Trashiyangtse. The Bid security arranged and submitted in the form of bank Guarantee shall be as per format attached in the bidding document failing which the bids are liable for rejection.

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 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. 04-781145/781158/781167/781169 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 **February 10, 2022 to March 12, 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. 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. 15,000.00** (Nu. fifteen thousand) only in the form of Demand Draft/Cash Warrant/Bank Guarantee issued by reputed Banks/Financial institutions in Bhutan and valid till **June 14, 2022**, in favour of Kholongchhu Hydro Energy Limited, Trashiyangtse, Bhutan.
- 2.2 EMD/Bid security, if submitted in the Form of Bank Guarantee shall be in line with **Format attached in this bidding document (Annexure- III)** failing which the bid shall be liable for rejection.
- 2.3 Bid security of inadequate value and validity and not as per our format shall be rejected by KHEL.
- 2.4 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.
- 2.5 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 Procurement of **Linens (Beddings)** is on a “**Single Stage Single Envelope basis**”. All the bids including Bill of Quantities (BoQs) shall be duly signed by owner(s) or their authorized signatories and sealed in a single outer envelope as described below:

- a. **Envelope 1:** EMD and Cost of Tender Document (if downloaded from the website), Valid Trade License, Tax Clearance Certificate, Power of Attorney (if the signatory is other than the actual owner), Signed Tender Document, and copies of documents mentioned under Clause#7 (qualification Criteria), Signed & filled Bid Form (**Annexure - I**), Signed Pre-integrity Pact (**Annexure - II**), technical specifications including brand of items quoted (provide brochures wherever available).



- b. **Envelope 2:** Price Bid as prescribed in the **Annexure - VI (Bill of Quantity)** clearly indicating offered rates, financial terms and conditions.
- c. Two envelopes should be super-scribed in bold letters with the statements **“Envelope 1 - EMD & TECHNICAL BID”** and **“Envelope 2 – PRICE BID”**, as the case may be.
- d. Both the envelopes should be sealed in a single outer envelope and addressed to the **Chief (Procurement & Contracts), Kholongchhu Hydro Energy Limited (KHEL), Trashiyangtse, Bhutan** superscripted as **“Procurement of Linens (beddings)”** 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 may wish to be present at the time of opening after confirming the receipt of EMD and Cost of tender documents.
- h. 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**

- 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.

5. **Receipt and Opening of Bid**

The bid shall be received till **March 14, 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.

In case the scheduled opening day is declared a holiday, the bids 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 **60 days** (i.e. up to May 14, 2022) 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, issued by the Chief Executive Officer/Managing Director, if the signatory is other than the owner of the firm. Non-submission of Power of Attorney shall cause the bid as non- responsive.
- e. Must sign the integrity pact attached at **Annexure -ii**

Failure to submit the above documents shall be liable for rejection of bid.

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.

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 BOQs 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. Signing of Contract Agreement

On submission of the required performance security within 15 (fifteen) days from the date of issue of LoA, KHEL shall sign Contract agreement with the successful bidder.

14. Performance Security

As a contract security, the successful bidder shall be required to furnish a Performance Security (as per Performance Security format attached) 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 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 guarantee shall be valid for a further period of thirty (30) days beyond the expiry of the Contract 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/completion of warranty period.



15. Purchase Order

KHEL reserves the right to place the purchase order for supply of material at the rates fixed for the contract period from time to time.

16. Terms of Payment

- a. The payment to the bidder shall be made against submission of all the required documents such as invoice, packing list/challan, etc., acceptable to KHEL.
- 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.

17. Guarantee and Warranty

- a. The supplier shall guarantee and warrant that material supplied is new, genuine and original.
- b. 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.
- c. 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.
- d. 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.
- e. 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.
- f. 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 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)

1. Price, Taxes, Insurance and Duties

The price quoted is **CIP KHEL, Trashiyangtse**, inclusive of all Taxes, Duty & Insurance for **Procurement of Linens (Beddings)**. 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 in words 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.

2. Delivery Period

Supply of items shall be made completed 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 complete supply as early as possible.

3. 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 fails 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.

4. Consignee

Store In-charge, Kholongchhu Hydro Energy Limited (KHEL), Trashiyangtse, is the Consignee.

5. 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 supply order value. Non-compliance of complete order may also lead to cancellation of purchase order and forfeiture of performance security thereof.

6. 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.

7. 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.



BID FORM

Final delivery of goods/ services CIP: KHEL, Trashiyangtse, Bhutan
Consignee: Store In-charge, KHEL, Trashiyangtse, Bhutan

Signature of Supplier	Supplier's Official Stamp
Name of Supplier	
Contact details Email ID: Phone No:	
Date	



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**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 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.

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.



- 4.4 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, favour, 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 2022



[Handwritten signature]
9/2/2022

Affix
Legal
Stam

Signed for & on behalf of KHEL Signed by Owner/Representative

Name: *Darjay Wangdi*

Name:

CID:

1	1	1	0	5	0	0	3	9	4	0
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Witness: *[Handwritten signature]*

Name: *UGYEN NIWANGYI*

CID. No. *1165000203*

Witness:

Name:

CID No.

Form For: Bid Security (Bank Guarantee)

(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 -----.



WITNESSES:

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

1.
.....
(Signature)
.....
(Name)
.....
(Official Address)

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 ITB.

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

(#) 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.



Form For: 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,
Trashiyangtse: 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 upto@.....(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



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/Trade License No], 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] 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

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 :

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CID :

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

In presence of the following witnesses:

Witness:

Witness:

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ANNEXURE - VI

BILL OF QUANTITIES

SI No.	Item Description	Unit	Qty	Unit Rate (Nu)		Amount	Brand/Remarks
				in Figure	in Words		
1	Double Mattress (Size: 1980 x 1530mm)- 8" thick coir type	No	7				sleep well/ equivalent
2	Single Mattress (Size: 1980 x 915mm)- 6" thick coir type	No	18				sleep well/ equivalent
3	Double Bed Sheet - Strip white	No	13				Tulip/Bombay dyeing/equivalent
4	Single bed Sheet - Strip white	No	25				Tulip/Bombay dyeing/equivalent
5	Pillow big	No	40				Tulip/Bombay dyeing/equivalent
6	Cotton Pillow covers plain - White	No	40				Tulip/Bombay dyeing/equivalent
7	Blanket Double single layer soft quality	No	12				Tulip/Bombay dyeing/equivalent
8	Blanket Single, single layer soft quality	No	25				Tulip/Bombay dyeing/equivalent
9	Quilt Double with cover changeable	No	12				Tulip/Bombay dyeing/equivalent
10	Quilt Single with cover changeable	No	25				Tulip/Bombay dyeing/equivalent
11	Quilt cover (Double)- White	No	12				Tulip/Bombay dyeing/equivalent
12	Quilt cover (Small) - White	No	25				Tulip/Bombay dyeing/equivalent



13	Cotton Bath Towel - white	No	30			Bombay dyeing/equivalent
14	Cotton Hand Towel - white	No	30			Bombay dyeing/equivalent
15	Dramtse Den Original (6 feet x 3 feet)	No	6			
16	Coir Foot mate (75x45x1.5) cm	No	65			
Total Amount in Nu.						



Sign & Seal of Bidder / Supplier

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