

NEPAL ELECTRICITY AUTHORITY

(Nepal Government Undertaking)

Generation Directorate

Medium Generation Operation and Maintenance Department

Gandak Hydro Power Station

Surajpura, Nawalparasi



SEALED QUOTATION

FOR

Supply and Delivery of Diving Apparatus at GHPS

SEALED QUOTATION NO. 2074/075-MQ-01

First Publication date : 13 Mangsir, 2074, office time
Last date and time of purchase : 27 Mangsir, 2074, office time
Last date and time of submission : 28 Mangsir, 2074, till 12 o'clock noon
Quotation opening date and time : 28 Mangsir, 2074, 14:00 o'clock

QUOTATION SUBMITTED BY:

(ON BEHALF OF):

Table of Contents

1. Section I. Invitation for Bids	1-2
2. Section II Instruction to Bidders	1 - 8
3. Section III. Conditions of Contract	1 -8
4. Section IV. Schedule of Requirements	1 - 1
5. Section V. Technical Specification	1 - 6
6. Section VI. Bid Forms & Price Schedule	1 - 9



Section I. Invitation for Sealed Quotation

Date of first Publication: 13th Mangsir, 2074

Nepal Electricity Authority, Gandak Hydro Power Station, Surajpura, Nawalparasi, Nepal invites Sealed Quotation from eligible & experienced Bidders, Manufacturers or their authorized representatives for the Jobs as mentioned in the table below.

1. Interested eligible bidders may obtain further information pertaining to Bid & e-bidding from NEA's website www.e-nea.org.np.
2. A complete set of Sealed Quotation Document can be purchased from Gandak Hydro Power Station, Surajpura, Nawalparasi, Nepal and also from Medium Generation Operation and Maintenance Department, NEA, Durbar Marg, Kathmandu on submission of a written application along with attested copy of following documents:
 - a) Local Bidder shall submit (i) VAT & PAN Registration Certificate (ii) a non-refundable Bank voucher of an amount as mentioned in the table below from any Rastriya Banijya Bank in Nepal, deposited in the Account No. 333008024101 at Rastriya Banijya Bank, Bardghat, Nawalparasi.
 - b) For the purpose of the suppliers who choose to submit their bid electronically through e-procurement section of NEA website <http://www.e-nea.org.np>, the suppliers may either purchase the hard copy of the bidding documents directly from the office or download the necessary parts of the bidding documents from the website, prepare their bid and submit their electronic bids as specified in the instruction to bidders. In case the suppliers chooses to submit the bid electronically, the suppliers shall be required to submit an electronic scanned copy (*.pdf format) of the bank deposit voucher of non refundable fee stated above along with the electronic bid files.
3. All Quotations must be valid for a period of **forty five (45) days** after opening of the Sealed Quotations and must be accompanied by a Bid Security (Bid Bond), amounting to a **NRs 15,100.00**. The Bid Bond shall be in form of a Bank Guarantee drawn on a commercial Bank in Nepal in favor of NEA in the format provided in the Sealed Quotation Documents and shall be **valid for** at least **Seventy five (75) days** after opening of the Sealed Quotations.

If Supplier wishes to submit the Bid(Cash) Security, the amount(Cash) should be deposited in GHPS Account Number from any Rastriya Banijya Bank in Nepal, deposited in the Account No. 333008024101 at Rastriya Banijya Bank, Bardaghat.

 - a) and submit the receipt of the deposited amount of cash along with the Sealed Quotation Documents.
4. Sealed Quotation Documents must be submitted to the office specified in the table below no later than **12:00 hours (local time) 28th Mangsir, 2074**. Quotations received after this deadline shall not be accepted.
5. All Sealed Quotations shall be opened in the presence (or without presence) of Supplier's representatives who choose to attend at the office of **NEA, Gandak Hydropower Station,**



Section I. Invitation for Sealed Quotation

Nawalparasi, Nepal on the same day i.e. on **28th Mangsir, 2074** at **14:00 o'clock** (local time).

6. If the last day for purchasing, submission and opening falls on a government holiday then the next working day shall be considered as the last day.
7. The Purchaser shall not be responsible for any costs or expenses incurred by Bidders in connection with the preparation or submission of Sealed Quotations.
8. The Purchaser reserves the right to accept or reject, wholly or partly any or all the Sealed Quotations or cancel the Sealed Quotations altogether, without assigning any reason, whatsoever.
9. Interested eligible Bidders may obtain further information on the Bids or inspect the Bid Documents at the office mentioned below:

Sealed Quotation No.	Particulars	Last Date and time to purchase the Bid Document.	Last Date and time for Bid Submission	Bid Opening date, Place and time	Bid Document's Cost	Remarks
GHPS/ 2074/075- MQ- 01	Supply & Delivery of Diving Apparatus at GHPS	Until 2074/08/27, within office hrs.	Until 2074/08/28 at GHPS, Nawalparasi within 12:00hrs.	On 2074/08/28 at GHPS, Nawalparasi, on 14:00 hrs.	NRs 1000.00	Single Stage- Sealed Quotation

**Nepal Electricity Authority
Medium Generation Operation
and Maintenance Department.
Durbar Marg, Kathmandu,
Nepal
Ph No. +977 -1-4153081
Fax No.+977 -1-4153081**



**Nepal Electricity Authority
Gandak Hydro Power Station
Surajpura, Nawalparasi, Nepal
Ph No. +977-078-520782
Fax No.+977 -078-520782**



1. Section II. Instructions to Bidders (ITB)

- 1. Scope of Works** The Purchaser stated in the Invitation for Quotation invites Sealed Quotations for the **Supply & Delivery of Diving Apparatus** and related Services as detailed in attached Specifications, drawings and the bill of quantities provided herein.
- 2. Eligible Bidders** This Invitation for Bids is open to all registered Suppliers with qualifications as described below:

 - a) Up to date Firm/Company Registration Certificate
 - b) VAT and PAN Registration Certificates
 - c) Tax Clearance Certificate
 - d) Power of Attorney
 - e) Other documents as needed
- 3. One Sealed Quotation per Bidder** Each Bidder shall submit only one Sealed Quotation. A Bidder who submits more than one Sealed Quotation shall cause all the Quotations with the Bidder's participation to be disqualified.
- 4. Cost of Bidding** The Bidder shall bear all costs associated with the preparation and submission of his bid and the Employer shall in no case be liable for those costs.
- 5. Site Visit** The Bidder at his own cost, responsibility and risk may visit the site of the works and acquire all necessary information for preparing the bid and entering into a contract for **supply, delivery of Goods**.
- 6. Content of Quotation Documents** The Quotation Documents comprise the Documents listed below:

 - a) Invitation for Sealed Quotations
 - b) Instructions to Bidders
 - c) Conditions of Contract (COC)
 - d) Form of Contract Agreement
 - e) Sample Forms
 - f) Schedule of Requirements
 - g) Technical Specifications
- 7. Clarification** A prospective Supplier / Bidder may obtain clarification on the Quotation Documents from the Purchaser stated in Invitation for Sealed Quotations.



- 8. Language of Quotation** All Documents relating to the Quotation shall be in English or in Nepali.
- 9. Documents Comprising Quotation** The Quotation by the Bidder shall comprise the following:
- Quotation and Price Schedules
 - Quotation Security
 - Schedule of Requirements
 - Technical Specifications
- 10. Quotation Prices** The Bidder shall indicate on the appropriate Price Schedule the unit prices (where applicable) and total price of the Goods to be supplied under the Contract. All duties, taxes and other levies payable by the Bidder under the Contract shall be included in the rates, prices and total Quotation Price submitted by the Bidder. Price quoted by the Bidder shall remain fixed and valid until completion of the Contract Performance and will not be subject to variation in any account.
- 11. Quotation Validity** The Quotation shall remain valid for the period of **forty five (45) days** after opening of the Sealed Quotations.
- 12. Quotation Security** The Bidder shall furnish a Security in Nepali Rupees in the **amount specified in the Invitation to Sealed Quotation**. The Bid Security shall remain valid for a period of **seventy five (75) days** after opening of the Sealed Quotations. The Security shall be in the form of cash voucher deposited in the Bank Account of the Purchaser specified in the notice for “Invitation for Sealed Quotations” or in form of a Bank Guarantee drawn on a commercial Bank in Nepal in favor of the Purchaser in the format provided in the Sealed Quotation Documents.
- 13. Format and Signing of Quotations** The Quotation shall be typed or written in indelible ink and shall be signed by an authorized person. Any entries or amendments including alternations, additions or corrections made shall be initialed by the same authorized person.
- 14. Sealing and Marking of Quotations** The Bidder shall submit his Quotation in sealed envelopes. The envelope shall be addressed to the Purchaser specified in the Invitation for Sealed Quotations and shall bear the name and identification number of the Quotation.



- 15. Deadline for Submission of Quotations** Quotations shall be delivered to the Purchaser at the address no later than the time and date specified in the Invitation for Sealed Quotations.
- 16. Late Quotation** Any Quotation received by the Purchaser after the deadline shall not be accepted and shall be returned unopened to the Bidder upon request.
- 17. Modification and Withdrawal** Quotations once submitted shall not be withdrawn or modified.
- 18. Sealed Quotations Opening** The Purchaser shall open the Quotations in the presence (or without presence) of the Bidders' representatives who choose to attend at the time and in the place as specified in the Invitation for Sealed Quotations. The Purchaser shall prepare and provide minutes of the opening including the information disclosed to those present.
- 19. Process to be Confidential** Information relating to the examination, evaluation and comparison of Quotations and recommendations for the Award of a Contract shall not be disclosed to Bidders or any other persons not officially concerned with such process until the Award to the successful Bidder has been announced. Any efforts by the Bidder to influence the Purchaser in the Quotation evaluation, comparison or Contract Award decisions may result in rejection of Bidder's Quotation.
- 20. Examination of Quotations** Prior to the detailed evaluation of Quotations, the Purchaser shall determine whether each Quotation:
- (a) meets the eligibility criteria defined in Clause 2;
 - (b) has been properly signed;
 - (c) is accompanied by the required Securities; and
 - (d) is substantially responsive to the requirements of the Sealed Quotation Documents.
- 21. Evaluation and Comparison of Quotations** In evaluating the Quotations, the Purchaser shall determine for each Quotation the evaluated Bid Price by adjusting any corrections for errors. Quotations shall be checked by the Purchaser for any arithmetic errors. Errors shall be corrected by the Purchaser as follows:
- (a) Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern;



and

- (b) Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted shall govern.

If the Bidder does not accept the corrected amount, the Quotation shall be rejected and the Security Pursuant to Clause 10 may be forfeited.

22. Award of Contract

The Purchaser shall decide the Award of the Contract, within **fifteen (15) days** of the opening of the Quotations, to the Bidder whose Quotation is within the approved estimate and who has offered the lowest evaluated Quotation Price, provided that such Bidder has been determined to be eligible in accordance with the provisions of Clause 2.

23. Purchaser's Right to Accept or Reject

The Purchaser reserves the right to accept or reject any Quotation or to cancel the bidding process and reject all Quotations, at any time prior to the Award of the Contract, without assigning any reasons whatsoever and without thereby incurring any liability to the affected Bidder or Bidders.

24. Notification of Award and Signing of Agreement

The Bidder whose Quotation is accepted and all other participating bidders shall be notified of the Award by the Purchaser. Within seven (7) calendar days of receipt of the notification, the successful Bidder shall deliver the Performance Security Pursuant to ITB Clause 23 and sign the Contract Agreement.

Inability of the Bidder to make a Contract Agreement within the above stated period shall result in cancellation of the Contract Award and forfeiture of the Bidder's Quotation Security, upon which the Contract shall then be awarded to the next successive successful Bidder.

25. Performance Security

The successful Bidder shall deliver to the Purchaser a Performance Security in cash or Bank Guarantee acceptable to the Purchaser equivalent to 5% of the Total Quoted Amount (inclusive of VAT).



Special Instruction to Bidders for e-Bidding

A) Bid preparation :-

- i) A Bidder who wishes to submit the Bid electronically can either purchase the Bid document directly from employer office as mentioned in tender notice or download from e-procurement section in NEA's web site <http://www.e-nea.org.np>.
- ii) The bid document downloaded from the NEA's web-site shall be submitted through e-bidding only.

B) Procedure of Bid submission through electronically (e-submission) only:

- ii. In case, a Bidder wishes to download the Bid document from above website and also wishes to submit electronically, the Bid proposal, along with other requirements, must be accompanied by a electronically scanned copy of non refundable bank voucher (as specified in the quotation notice).
- iii. The Bidder shall fill the following documents and forms (in hard copy of issued bid documents) and it shall be signed by the notarized authorized representative and also stamped with the company's seal.
 - a) Bill of Quantity (BOQ) with rate, amount, b) Forms of Bid, Qualification Information

The Bidder shall then scan the completed original documents, forms in PDF formats with appropriate file name shown in the table below.

S. No.	Document	PDF File name	Requirement	Remarks
1	Form of Bid	Bid form -1	Mandatory	
2	Bid Security (Bank Guarantee)	Bid security-2	Mandatory	
3	Company registration,	Company reg-3	Mandatory	All firms in case of JV
4	VAT/PAN registration,	VAT reg-4	Mandatory for National firms	All firms in case of JV
5	Tax clearances certificate, (Up to 073/074)	Tax-5	Mandatory for National firms	All firms in case of JV
6	Power of Attorney of Bid signatory	Power of att-6	Mandatory	
7	Joint venture agreement	JV doc-7	Mandatory	
8	Qualification Information	Qualifications-8	Mandatory	
9	BOQ with rate, amount and total amount	BOQ-9	Mandatory	
10	Manufacturers Authorization	Authorization -10	Mandatory	As asked in Technical data sheet
11	Technical Data Sheet	TDS -11	Mandatory	Submit the prepared sheet.
12	Certification Documents	Certifications-12	Not Mandatory	NA
13	Declaration Form	Declaration-13	Mandatory	Submit the prepared form.

Note: Mandatory means the mentioned files shall be included in e-submission and non-submission of such file shall be considered as non-responsive bid.

- iv. For e-submission purpose the Bidder shall, at first, register in the e-procurement section NEA's web site <http://www.e-nea.org.np> .
- v. After preparing all the required bidding documents in PDF, scan the files as specified in (ii).
- vi. The Bidder shall upload the PDF bid files and submit the complete bid online through e-procurement section of NEA's website <http://www.e-nea.org.np> within the specified date and time.
- vii. The e-procurement system will accept the e-submission of bid from the date after publishing of notice and will automatically disallow the e-submission of bid after the deadline for submission of bid, as specified above.
- viii. The standard time for e-submission is Nepalese Standard Time as set out in the server of MIS Department of NEA.
- ix. When a bidder submits his bid in hard copy, the e-procurement section does not allow the bidder to submit his Substitution or Modification or Withdrawal through e-procurement section of NEA's web site.
- x. Bidders may submit his Substitution or Modification or Withdrawal either in hard copy or through e-submission.
- xi. For Substitution of Bid, the Bidder shall follow similar steps as specified in ITB Clause -22 with a Substitution letter in PDF file.
- xii. For Modification or Withdrawal of bid, the Bidder is required to submit PDF scan copy of their Modification or Withdrawal letter and a written Power of Attorney of the signatory for Modification/ Withdrawal, duly signed by Authorized Representative/s of the Firm / all authorized Joint Venture partners.
- xiii. When a Bidder submits electronic bid by downloading the bidding documents from the NEA's webpage it is assumed that the Bidder prepares his bid by studying and examining all the Bidding documents including specifications and conditions of contract.
- xiv. In case the Bidder choose to download the bidding documents and deposit the cost of bidding documents (as specified in the bid notice), such deposited amount shall be verified by the office during bid evaluation process. The bid shall be considered as non-responsive and shall not be evaluated if the specified cost for bidding document is not deposited in the Employer's Revenue account.
- xv. Proposed facility for submission of bid electronically through e-submission is to increase transparency, non-discrimination, equality of access, and open competition. The Bidders shall be fully responsible to use the e-submission facility in e-procurement section of NEA's website <http://www.e-nea.org.np> in specified procedures and in no case the Employer shall be held liable for Bidder's inability to use this facility.

C) Requirements and Conditions for e-submission of bid:

- i. The Bidder shall submit his bid electronically in PDF files in the manner as specified above; **also submit the complete hard copy of “original” Bid document within three days from the date of bid opening.**
- ii. In case, if both the electronic bid and original bid in hard copy are submitted to the Employer within the bid submission deadline, the Bidder's electronic bid and original bid in hard copy will be accepted for evaluation provided the facts and figures in hard copy confirm to the PDF files in electronic bid. If there is any discrepancy in fact and figures between the electronic bid and original bid in hard copy, it will be treated as two separate bids from one Bidder and hence, both the electronic bid and original bid in hard copy shall be disqualified. However, for electronically submitted bid in PDF files, the Bidder shall be required to submit documents/clarifications as specified in ITB clause within 3 days **from the date of bid opening.**
- iii. In case of e-submission of bid, the Bidder shall be required to submit the original completed Bid consisting of Forms of Bid, Qualification Information, Special Conditions of Contract, Bill of Quantities, Supplementary Information and other clarifications for verification purpose within 3 days **from the date of bid opening.**
- iv. In addition to electronically submitted PDF files, the Bidder shall be required to submit documents and clarifications as required by the Employer. Non-submission of such documents and or clarifications by the Bidder within specified time may cause forfeiture of Bid Security.
- v. In case of major discrepancy found between electronically submitted PDF Bid files and documents/ clarifications provided by the Bidder, the bid shall not be considered for further evaluation.
- vi. The Bidder shall attach the Bid Security Guarantee in the format attached in the Bid Document. The Bid Security shall be forfeited if
 - a. The Bidder does not respond to and/or submit the documents and or clarifications when requested by the Employer.
 - b. Major discrepancy is found between e-submitted bid information and documents/clarifications provided by the Bidder during verification process as requested by the Employer.

D) Bid Opening process for e-submitted bid

- i. Electronically submitted bid shall be opened first at the Bid opening time.
- ii. The e-procurement system allows the Employer to download and open the e-submitted bid files from the bidders only after the time for opening the bids.
- iii. The e-submitted Bids must be readable through open standards interfaces. Unreadable and or partially submitted bid files (not complying with the ITB Clauses) shall be considered incomplete and rejected for further bid evaluation.

- iv. After opening of e-submitted bids files, all files shall be printed and recorded at the time of bid opening.
- v. In case of "WITHDRAWAL" or "MODIFICATION" or "SUBSTITUTION" by the Bidder through e-submission, the e-submitted PDF files under "WITHDRAWAL" or "MODIFICATION" or "SUBSTITUTION" shall be opened and read out first. Bids for which acceptable notice of "WITHDRAWAL" or "SUBSTITUTION" has been submitted pursuant to ITB Clause shall not be opened.

E) Bid Evaluation and Comparison process for e-submitted bid

- i) In case of e-submitted bids, the Employer evaluates the bid based on the information as per electronically submitted bid files. For clarification/ verification purpose, the Employer may request the Bidder to submit documents/ clarifications.
- ii) In case, the Bidder could not substantiate or provide evidence to prove the information provided in e-submitted bid through documents/clarifications, the bid shall not be considered for further evaluation and respective ITB Clause for forfeiture of bid security shall be applicable.

F) Qualification Information

In case of e-Bidding, the Bidder is required to submit the documents to prove minimum qualification requirements only and not the detail documents.

G) Bid Security Format

Form of Bid security shall include the provision as 'This Bank Guarantee shall not be withdrawn or released merely upon return of the original Guarantee by the Bidder unless notified by the Employer for the release of the Guarantee'.

Section III. Conditions of Contract (COC)

- 1. Definition** 1.1 In this Contract, the following terms shall be interpreted as indicated:
- a. “The Contract” means the agreement entered between the Purchaser and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein;
 - b. “The Contract Price” means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations;
 - c. “The Goods” means all of the Equipment and related Accessories, Spare-Parts, Machinery and/or any other Materials which the Supplier is required to supply to the Purchaser under the Contract and as mentioned in the Technical Specifications;
 - d. “Services” means those services ancillary to the supply of the Goods, such as transportation and insurance including erection, commissioning, technical assistance and the operational and maintenance training of the supplied Equipmnt and Machinery;
 - e. "The Purchaser" means the procuring entity purchasing the Goods and Services (**in this Contract NEA, Gandak Hydropower Station**); and
 - f. "The Supplier" means the organization supplying the Goods and Services under this Contract.
- 2. Technical Specifications** 2.1 The Goods supplied under this Contract shall confirm to the standards mentioned in the Technical Specifications **and Technical Data Sheet.**
- 3. Patent Rights** 3.1 The Supplier shall indentify the Purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in the Purchaser's country.

4. Performance Security

- 4.1 Within **seven (7) calendar days** of receipt of the notification of Contract Award, the successful Bidder shall furnish to the Purchaser the Performance Security in accordance with the Sub-Clause 4.3 of the Conditions of Contract in the Performance Security Form provided in the Sealed Quotation Documents.
- 4.2 Failure of the successful Supplier to comply with the requirement of Sub-Clause 4.1 shall constitute sufficient grounds for the annulment of the Award and forfeiture of the Bid Security, in which event the Purchaser may make the Award to the next lowest Supplier or call for new Sealed Quotations.
- 4.3 The Performance Security amount shall be **five (5%) percent** of the Sealed Quotation Price in the currency of the Sealed Quotation price. If the Bid Price of the bidder selected for acceptance is up to 15 (fifteen) percent less than the approved cost Estimate, the performance Security amount shall be 5 (Five) percent of the bid price.
- 4.4 **For the Bid Price less than 15 percent of the cost estimate, the performance security amount shall be determined as follows:
Performance Security Amount= (0.85 x Cost Estimate- Bid Price) x 0.5 + 5% of Bid Price.**
The Bid Price and Cost Estimate shall be inclusive of Value Added Tax.
- 4.5 The validity of Performance Security shall be **Thirty (30) days** beyond the expiration of the warranty period of the supplied Goods. The Supplier shall promptly extend the validity suitably to cover agreed extension of the warranty period of the supplied Goods.
- 4.6 The Performance Security shall be released within **Thirty (30) calendar days** after the expiration of the validity of Performance Security and upon submission of claim by the Supplier.

5. Inspections and Tests

- 5.1 The Purchaser or its Representative shall have the right to

inspect and/or test the Goods to confirm their conformity to the Technical Specifications and the quality of performance after the Supply, Delivery of Goods in the Purchaser's premises.

- 6. Packing**
- 6.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract.
- 6.2 The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit and open storage.
- 6.3 The packing, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided in accordance with international standard and practice.
- 7. Delivery of Goods**
- 7.1 Delivery of the Goods shall be made by the Supplier in accordance with the terms specified by the Purchaser in the Schedule of Requirements.
- 7.2 The terms "EXW", "FOB", "CIF", "CIP" etc., shall be governed by the rules prescribed in the current edition of INCOTERMS published by the International Chamber of Commerce (ICC), Paris.
- 8. Insurance**
- 8.1 The Goods supplied under the Contract shall be fully insured in the currency of the Sealed Quotation price against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified.
- 8.2 Where delivery of the Goods is required by the Purchaser on a CIF or CIP basis to a specified destination, the Supplier shall arrange and pay for insurance, naming the Purchaser as the beneficiary and the Supplier shall be required to meet all transport and storage expenses until delivery.
- 9. Warranty**
- 9.1 The Supplier warrants that all the Goods supplied under the Contract shall fully comply with the Specifications laid down in the Contract.
- 9.2 The warranty shall remain valid for **1 year** after the final

delivery of the Goods to the Purchaser, accepted by the Purchaser and the issuance of final acceptance certificate to the Supplier.

9.3 The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty.

9.4 Upon receipt of such notice, the Supplier shall, with all reasonable speed, replace the defective goods without cost to the Purchaser. The Supplier will be entitled to remove, at its own risk and cost, the defective Goods.

10. Payment

10.1 **No** advance payment will be made to Supplier according to this Contract.

10.2 Payment shall be made in the currency in which the Contract price has been stated in the Supplier's Sealed Quotation after the **Supply, Delivery & Testing of Goods to the satisfaction of the Purchaser.**

10.3 The Supplier's request(s) for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and Services performed, and by supporting documents and upon fulfillment of other obligations stipulated in the Contract.

10.4 Payments shall be made by the Purchaser as follows:

(a) Ninety-Five (95%) percent of the invoice value will be paid after certification by the Purchaser that all Goods invoiced has been delivered at the appropriate warehouses of the Purchaser in good condition and after final testing approval of site engineer & also with deducting Advance Income Tax as per the prevailing rule of GoN; and

(b) Five (5%) percent of the invoice value of the Contract amount shall be withheld as retention. The retention thus held shall be paid after the expiry of the warranty period and/or upon submission of tax clearance certificate by the Supplier.

- 14.3 Notwithstanding any reference to arbitration herein,
- (a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
 - (b) the Purchaser shall pay the Supplier any monies due the Supplier.

15. Governing Language

15.1 The Governing Language shall be: Nepali or English.

16. Applicable Law

16.1 The applicable law shall be Laws of Nepal.

17. Notices

17.1 Purchaser's address for notice purposes:

Gandak Hydropower Station (GHPS), Surajpura, Nawalparasi, Nepal, Tel No. 078-520782, Fax No. 078-520782.

17.2 Supplier's address for notice purposes:.....

.....

.....

18. Taxes and Duties

18.1 The Supplier shall be entirely responsible for all taxes, duties, license fees and other such levies imposed by the GoN until the delivery of the contracted Goods to the Purchaser.

19. Operation, Maintenance and Spare Parts Manual

19.1 The successful Supplier shall supply 2 copies of manufacturer's Operation, Maintenance and Spare-Parts manuals of the Goods in case of Supply and Delivery being any Equipment.

20. Conduct of Bidders

20.1 The Supplier shall be responsible to fulfill his obligations as per the requirements of the Contract Agreement, Sealed Quotation Documents, GoN's Procurement Act as well as NEA rules and Regulations.

20.2 The Supplier shall not carry out or cause to carry out the following acts with an intention to influence the implementation of the procurement process or the procurement agreement:

- (a) give or propose improper inducement directly or indirectly,
- (b) distortion or misrepresentation of facts,
- (c) engaging in corrupt or fraudulent practice or involving in such act,
- (d) interference in participation of other prospective bidders,
- (e) coercion or threatening directly or indirectly to impair or harm, any party or the property of the party involved in the procurement proceedings,
- (f) collusive practice among bidders before or after submission of bids for distribution of works among bidders or fixing artificial/uncompetitive bid price with an intention to deprive the Purchaser the benefit of open competitive bid price,
- (g) Contacting the Purchaser with an intention to influence the Purchaser with regards to the bids or interference of any kind in examination and evaluation of the bids during the period after opening of the bids until the notification of award of Contract.

21.Blacklisting Supplier

21.1 Without prejudice to any other rights of the Purchaser under this Contract, the GoN, Public Procurement Monitoring Office (PPMO) may blacklist a Supplier for his conduct up to three years on the following grounds and seriousness of the act committed by the Supplier:

- (a) if it is proved that the Supplier committed acts Pursuant to the COC Sub-Clause 20.2,
- (b) if the Supplier fails to sign an Agreement Pursuant to ITB Clause 22,
- (c) if it is proved later that the Supplier had committed substantial defect in implementation of the Contract or had not substantially fulfilled his obligations under the Contract or the completed work is not of the specified quality as per the Contract,
- (d) if convicted by a court of law in a criminal offence which disqualifies the bidder from participating in the Contract,

21.2 A Supplier declared blacklisted and ineligible by the GoN,

**22.Extension
of Time**

- Public Procurement Office and NEA shall be ineligible to bid for a Contract during the period of time determined by the PPMO.
- 22.1 If at any time during performance of the Contract, the Supplier should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract.

Section IV. Schedule of Requirements

The delivery schedule expressed as days stipulated hereafter a delivery date which is the completion date of **Supply & Delivery of Diving Apparatus at GHPS.**

Sealed Quotation no.: [GHPS /2074/075-M Q-01](#)

A. Delivery Schedule Required by the Purchaser:

<u>S.N.</u>	<u>Descriptions</u>	Qty	Delivery Schedule in days after Signing of Contract Agreement.
1.	Supply & Delivery of Diving Apparatus at GHPS.	As per BOQ	Forty Five (45) days

B. Delivery Schedule Proposed by the Bidder:

<u>S.N.</u>	<u>Description</u>	Qty	Delivery Schedule in days after Signing of Contract Agreement.
1.	Supply & Delivery of Diving Apparatus at GHPS.	As per BOQ Days



Section V. Technical Specifications**1. INTRODUCTION**

NEA, Gandak Hydro Power Station, Surajpura, Nawalparasi intends to procure the Diving Apparatus for Diving Work in hydropower Plant. It should be high durable and of good quality in term of intended purpose. The required components should be suitable for work at Air Pressure min. 10kg/cm^2 and in under water uses. These components should be same or equivalent or applicable to existing type at Gandak Hydro Power Station.

The supplied Components shall comply with ISO Certification.

2. SCOPE OF THE WORK

The scope of work under this covers the Supply, Delivery & Testing of Diving Apparatus for Diving Work at Gandak Hydropower Station. The GOODS supplied under this contract should meet the standard according to equivalent standard in all respect of engineering design, manufacturing and operation point of view. Bidder must submit the detail product catalog helpful to justify them for intended use. Purchaser reserve the right to decline the acceptance of the Goods, which to its own judgment are not found suitable for the intended use.

The other details and technical parameter shall be as per NEA's requirement mentioned in the Technical Data Sheet and BOQ.

3. TESTS

The Bidder shall produce manufacturing test reports of the Diving Apparatus. The Bidder shall provide test certificate of Diving Apparatus (Specially Diving Mask & major items).

4. BID DOCUMENTATION

The Bidder shall provide with the Bid one (1) clear copy of all standards governing manufacture and testing of Diving Apparatus. Bidder should submit following requirements with BID for evaluation purpose to be substantially responsive: Sufficient technical leaflets/brochure/ catalogues/ documents, supporting the technical data, characteristics and others specification for all items as mentioned above and the technical data sheet, with the Bid acceptable to NEA, Gandak Hydro-power Station, Surajpura, Nawalparasi, Nepal. NEA (purchaser) reserves the right to reject the bidders proposal, which with its own judgment, are not convincingly satisfying for the intended use.

5. Technical Description of Required Components.**1. Full Face Diving Mask(BOQ. No. 1) :**

A full-face mask consists of a transparent faceplate (lenses, or window) through which the diver can see, a connection to a source of breathing Oxygen, a means of removing any water



which may get inside, some facility for the diver to block the nose to equalize the ears, a means of sealing these components to the diver's face and preventing ingress of water and a means of securing the assembly to the diver's head.

The Diving mask must withstand the capacity of min 10 bar air pressure.

The properties and dimension of Rubber Seal and other materials and their values shall be as per NEA's requirement mentioned in the Technical Data Sheet and BOQ.

The material used for Diving Mask should be silicone/Natural Rubber having high quality and should withstand min pressure as mentioned above and be as per international standard.

1. Pictorial view of Diving Mask:



Fig. No. 1: Different View of Diving Mask With air regulation Valve

2. Spring Nose Clip (BOQ No. 2).



Extremely light and small-sized nose-clip designed to prevent water from entering nostrils. It can be used for any water-based activity and is especially suitable for synchronized diving. It should be durable and good quality. It is made of Stainless steel spring and high-grade Rubber.



Fig No.2: Pictorial view of Nose Clip

3. Head Strap (BOQ No. 3)

- Head Strap used with diving mask for tightening the Mask on Diver's Head. Head Strap must be made up special Flexible Rubber. It should be high durable and of good quality with fully adjustable to fit all sizes.



Fig No.3: Pictorial view of Head Strap

4. Diving Air Filter (BOQ No.4)

Diving Air Filter is diving equipment. It is used for filtering the contaminants from air which is harmful for breathing of divers during diving. It is a hollow cylinder with fixed base & top cover is fasten by Nut-Bolts in which a Steel Pot fill with Silica Gel between cotton (Roodee) & consists of mesh on both side (Top & Bottom) of Pot is inserted. It also consists of inlet through which pressurized air is passed & entered in the Steel pot through top mesh & out from

bottom mesh for filtering; outlet through which filtered air is supplied to the air control panel & then divers for breathing & drain opening which is used for drain purpose of moisture liquid.

Size: OD₁=275mm, OD₂=210mm & Total Length=400mm (Approx. Dimension)



Fig. No.4: Pictorial view of Diving Air Filter

5. Diving Air pressure Control Panel (BOQ No.5)

Diving air pressure control panel is used for controlling the air pressure supplied for breathing of divers. Here it consists of brass pipe of 1", two nos. of gate valve of 1", three nos. of air pressure gauge (100PSI-2pcs. & 150PSI-1pcs), inlet & outlet opening for air & channel.

Size: Length=470mm & Breath=330mm



Fig.No.5: Pictorial view of Diving Air pressure Control Panel

6. Male-Female Adaptor or Connector (BOQ No.6)

It is used to connect the air hose & air filter. It should be made up from brass metal. The manufacturing of Adaptor should be better surface finish & material should be better quality.

Composition: as per existing material.

Size: dia.33mm, length 127mm in complete set (approx. dimension).



Fig. No.6: pictorial view of Male-Female Adaptor(Connector)

7. Male-Female Adaptor or Connector (BOQ No.7)

It is used to connect the air hose & diving mask. It should be made up from brass metal. The manufacturing of Adaptor should be better surface finish & material should be better quality.

Composition: as per existing material.

Size: dia.33mm, length 85mm in complete set (approx. dimension).



Fig. no.7: Pictorial view of next type Male-Female Adaptor

SCHEDULE OF GUARANTEED TECHNICAL PARTICULAR

(TECHNICAL DATA SHEET)

(To be filled in by the Bidder/Manufacturer)

The Bidders/manufacturers are required to furnish the following information in the Data Sheet. Separate sheets can be used if additional space is required. The information furnished shall be supported by the catalogue and test reports. The information not supported by the catalogues, test reports etc. shall be **deemed to have been "Not provided"**. The bidders/manufacturers are also required to underline the information asked for in the catalogue and /or test reports. Any deviation from NEA's requirements shall be clearly mentioned giving the reasons thereof.

Technical requirements are as below.

S.N.	Particulars	Unit	NEA Requirement	Data To Be Filled by the Bidders
1	Diving Mask (Full face Mask) including Head Strap	Set	As per sample	
2	Head Straps	Nos.	As per sample	
3	Spring type Nose Clip	Nos.	As per sample	
4	Diving air Filter OD1=275mm, OD2= 210mm , Length=400mm	Nos.	As per sample	
5	Diving air pressure control panel of Length=470mm, Breath=330mm	Nos.	As per sample	
6	Male- Female Adaptor (Connector) Dia.33 mm, Length 127 mm	Set	As per sample	
7	Male- Female Adaptor (Connector)Dia.33 mm, Length 85mm	Set	As per sample	
8	IS Manufacture ISO 9001:2000 Certified		Yes/No	
9	Manufacture Authorization		To be submitted. for BOQ no.1(only)	

Note:

- 1." Manufacturer Letter of authorization", Manufacturer's valid ISO 9001certificate will be required for as asked in this Section.
2. Bidders are strictly advice to duly fill up the technical data sheet as per their offer, which is a major factor of evaluation for responsiveness.

Any Deviations from Technical Requirements:

Signature:

As Representative for:

Address:.....

Date:



A. QUOTATION FORM

Date: _____

Quotation No: **GHPS-2074/075- MQ-01**

To,
The Station Chief,
Gandak Hydro Power Station (GHPS),
Surajpura, Nawalparasi.

Gentlemen,

Having examined the Sealed Quotation (SQ) Documents, we the undersigned, offer to **Supply & Delivery of Diving Apparatus at GHPS** in conformity with the said SQ Documents for the sum of (Total SQ Amount in figures),.....and in words

or such other sums as may be ascertained in accordance with the Price Schedule attached herewith and made part of this SQ.

We undertake, if our SQ is accepted, to deliver the Goods in accordance with the delivery schedule specified in the Schedule of Requirements.

If our SQ is accepted, we will provide a Bank Guarantee acceptable to the Purchaser in the sum of, equivalent to 5% (percent) of the Contract Price for the due performance of the Contract, in the form prescribed by the Purchaser.

We agree to abide by this SQ for a period of **forty five (45) days** from the date fixed for SQ opening it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal Contract is prepared and executed, this SQ, together with your written acceptance thereof and your notification of Award, shall constitute a binding Contract between us.

We understand that you are not bound to accept the lowest or any SQ you may receive.

We certify/confirm that we comply with the eligibility requirements as per ITB Clause 2 of the SQ Documents.

Dated this _____ day of _____ month of 20_____.

[Name] _____

[Signature]

[in the capacity of]



B. PRICE SCHEDULE (BILL OF QUANTITY)**Nepal Electricity Authority****Gandak Hydro Power Station****PRICE SCHEDULE FOR: Supply & Delivery of Diving Apparatus at GHPS**

Quotation No.: GHPS/ 2074/075– MQ-01

L/C: Local Currency (Nepalese Rupees)

BOQ Item No.	Description	Unit	Req. Qty.	Unit price, CIF Site (In NRs.)		Total price CIF Site (In NRs.) (cols. 4x5)	Remarks
				In Figure	In Words		
1	2	3	4	5		4x5=6	
1	Diving Mask (Full face Mask) including Head Strap (as per sample)	Set	2				
2	Head Straps (as per sample)	Nos	6				
3	Spring type Nose Clip (as per sample)	Nos	6				
4	Diving air Filter OD1=275mm, OD2= 210mm , Length=400mm (as per sample)	Nos	1				
5	Diving air pressure panel of Length=470mm, Breath=330mm (as per sample)	Nos	1				
6	Male- Female Adaptor Dia.33 mm, Length 127 mm (as per sample)	Set	10				
7	Male- Female Adaptor Dia.33 mm, Length 85mm mm (as per sample)	Set	10				
				Total in NRs.			



Section VI. Sample Forms

VAT @13%			
Grand Total in NRs			

The total bid Price including VAT (In figure and words): Nrs.

NRs.

Name and Seal of the Bidder:.....

Date:.....

Authorized Signature:.....

C. CONTRACT AGREEMENT FORM

Date: _____

To,
The Station
Gandak Hydropower Station (GHPS), Surajpura, Nawalparasi.

THIS AGREEMENT made the ____ day of _____ [mm] 20____ between GHPS, NEA (hereinafter called “the Purchaser”) of the one part and _____ [name of Supplier] of _____ [city and country of Supplier] (hereinafter called “the Supplier”) of the other part:

WHEREAS the Purchaser invited Sealed Quotation for the **Supply & Delivery of Diving Apparatus at GHPS** and has accepted a SQ by the Supplier for the Supply, Delivery & Testing of those Goods in the sum of

[Contract price in words and figures in Nepalese Rupees] (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
1. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - a. Invitation for Bids;
 - b. Instruction to Bidders;
 - c. Quotation Form and the Price Schedule submitted by the Supplier;
 - d. The Conditions of Contract;
 - e. The Schedule of Requirements;
 - f. The Technical Specifications;
 - g. The Purchaser’s Notification of Award; and
 - h. The Performance Bond.
2. This Agreement sets forth the entire Contract and agreement between the parties pertaining to the supply of the Goods described herein and supersedes any and all earlier verbal or written agreements pertaining to the supply of the Goods. This Agreement shall prevail over all other Agreement documents.
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 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 here to have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

On behalf of the Purchaser

Name:

Signature:

Designation:

Seal:

On behalf of the Supplier

Name:

Signature:

Designation:

Seal:

D. QUOTATION SECURITY FORM

Date: _____

To,
The Station Chief,
Gandak Hydropower Station (GHPS),
Surajpura, Nawalparasi,

Whereas _____ *[name of the Bidder]*
(hereinafter called "the Bidder") has submitted his Sealed Quotation (SQ) dated
_____ *[date of submission of SQ]* for the **Supply & Delivery of Diving
Apparatus at GHPS** (hereinafter called "Sealed Quotation").

KNOW ALL PEOPLE by these presents that We _____
_____ *[name of bank]* of Nepal, having our registered office at
_____ *[address of bank]* (hereinafter called "the Bank"), are
bound unto **GHPS**, Nepal Electricity Authority (NEA) (hereinafter called "the Purchaser") in the
sum of _____
_____ *[Amount of the
Guarantee in Words and Figures]* for which payment well and truly to be made to the said
Purchaser, the Bank binds itself, its successors, and assigns by these presents. Sealed with the
Common Seal of the said Bank this ____ day of _____ [mm] 20 ____.

THE CONDITIONS of this obligation are:

1. If the Bidder
 - (a) withdraws its SQ during the period of bid validity specified by the Bidder on the SQ Documents; or
 - (b) does not accept the correction of errors in accordance with the Instructions to Bidders;
or
2. If the Bidder, having been notified of the acceptance of its SQ by the Purchaser during the period of bid validity:
 - (a) fails or refuses to execute the Contract Agreement Form, if required in accordance with the Instructions to Bidders; or
 - (b) fails or refuses to furnish the Performance Security, in accordance with the Instructions to Bidders;

We undertake to pay to the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by him is due to him, owing to the occurrence of one or any of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to **seventy five (75) calendar days** from the date of opening of the Sealed Quotation or as it may be extended by the Purchaser, notice of which extension(s) to the Bank is hereby waved and any demand in respect thereof should reach the Bank not later than the above date.

Name of the Bank: _____

[Signature of the Authorized Representative of the bank]

Seal of the issuing Bank

E. PERFORMANCE SECURITY FORM

Date: _____

To,
The Station Chief,
Gandak Hydropower Station (GHPS),
Surajpura, Nawalparasi.

WHEREAS _____
[name and address of Supplier] (hereinafter called “the Supplier”) has undertaken, in pursuance of Contract No.....dated _____*[yy/mm/dd]* to **Supply & Delivery of Diving Apparatus at GHP** (hereinafter called “the Contract”).

AND WHEREAS it has been stipulated by you in the said Contract that the Supplier shall furnish you with a bank guarantee by a reputable bank for the sum specified therein as security for compliance with the Supplier’s performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Supplier such a Bank Guarantee:

THEREFORE we hereby affirm that we are the Guarantors and responsible to you, on behalf of the Supplier, up to a total of _____
_____ *[amount of the guarantee in words and figures Nepalese Rupees]*, and we undertake to pay you, upon your first written demand such sum being payable in the types and proportions of currencies in which the contract price is payable, and without cavil or argument, any sum or sums within the limits of _____
_____ *[amount of guarantee in Nepalese Rupees]* as aforesaid, without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of demanding the said debt from the Supplier before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Goods to be supplied thereunder or of any of the Contract documents which may be made between you and the Supplier shall in any way release us from liability under this Guarantee, and we hereby waive notice of any such change, addition or modification.

This Guarantee is valid until _____ day of _____ (mm) 20_____.
[valid until **thirty (30) calendar days** beyond the expiration of warranty period.]

Signature and seal of the Guarantor

[name of bank]

[address]

F. MANUFACTURER'S AUTHORIZATION FORM

Date: _____

To,
The Station Chief,
Gandak Hydropower Station (GHPS),
Surajpura, Nawalparasi.

WHEREAS _____ *[name of the
Manufacturer]* who are established and reputable manufacturers of _____
[name and/or description of the Goods] having factories at _____
[address of factory].

We hereby authorize _____
[name and address of Agent] to submit a Bid, and subsequently negotiate and sign the Contract
with you against IFSQ Quotation No. _____ *[reference of the Invitation for
Bids]* for the Supply & Delivery of above Goods (**the Supply & Delivery of Diving Apparatus at
GHPS**) manufactured by us.

We hereby extend our full guarantee and warranty as per Clause 9 of the Conditions of Contract
for the Goods offered for Supply, Delivery, Installation & Commissioning by the above firm
against this Invitation for Sealed Quotations. We further extend our full commitment to provide
sales service.

[Signature and Seal for and on behalf of Manufacturer]

Note: This letter of authority should be on the letterhead of the Manufacturer and should be
signed by a person competent and having the power of attorney to bind the Manufacturer.
It should be included by the Bidder in its Sealed Quotation.