

**NEPAL ELECTRICITY AUTHORITY**  
(A Government of Nepal Undertaking)  
**Generation Directorate**  
**Large Generation, Operation and Maintenance Department**  
**Kulekhani First Hydro Power Station**  
Dhorsing, Makwanpur, Nepal



**SEALED QUOTATION NO: NEA-KL1-2074/75-ESQ-01**

**BID DOCUMENTS**

**FOR**

**SUPPLY, DELIVERY, INSTALLATION, TESTING &  
COMMISSIONING OF 60 KV LIGHTNING ARRESTERS  
FOR PROTECTION OF 66 KV XLPE POWER CABLES  
AND SWITCHYARD EQUIPMENTS AT KL1HPS**

<b>LAST DATE AND TIME OF PURCHASING</b>	<b>:-</b>	<b>2074-08-27 WITH IN OFFICE HRS.</b>
<b>LAST DATE AND TIME OF SUBMISSION</b>	<b>:-</b>	<b>2074-08-28 AT 12:00 HRS.</b>
<b>OPENING DATE &amp; TIME</b>	<b>:-</b>	<b>2074-08-28 AT 14:00 HRS.</b>

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*FY 2074/075*



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## Section I. Invitation for Sealed Quotation

### Section I Invitation for Sealed Quotation

Name of the Office: Kulekhani First Hydro Power Station, NEA

Address of the Office: Dhorsing, Makwanpur

1. Nepal Electricity Authority (NEA), Generation Directorate, Large Generation, Operation & Maintenance Department, Kulekhani First Hydro Power Station invites sealed quotations for the works listed in the table below:

Sealed quotation No:	Work Description	Last date for Bid Purchase	Last date for Bid Submission and opening	Bid Opening Date	Bid Bond (Amount & Validity)
NEA- KL1-2074/75-ESQ-01	SUPPLY, DELIVERY, INSTALLATION, TESTING AND COMMISSIONING OF 60 KV LIGHTNING ARRESTERS FOR PROTECTION OF 66 KV XLPE POWER CABLE AND SWITCHYARD EQUIPMENTS AT KL1HPS	2074/08/27	2074/08/28 till 12:00 Noon	2074/08/28 at 14:00 PM	NRs. 50,000.00, 75 days

2. Interested eligible Suppliers may obtain further information and inspect the Sealed quotation Forms at the office of Kulekhani First Hydro Power Station, Dhorsing, Makwanpur or office of Large Generation, Operation & Maintenance Department, Durbar marg, Kathmandu or may visit NEA website [www.nea.org.np](http://www.nea.org.np).
3. A complete set of Bidding Documents may be purchased from the office of Kulekhani First Hydro Power Station, Dhorsing, Makwanpur or office of Large Generation, Operation & Maintenance Department, Durbar marg, Kathmandu by eligible Bidders on the submission of a written application, along with the copy of company/firm registration certificate, and upon payment of a non-refundable fee of Rs. 1,000.00 till **2074/08/27 during office hours**.
4. Sealed bids must be submitted to the office of Kulekhani First Hydro Power Station, Dhorsing, Makwanpur by *hand or through website <http://www.nea.org.np>* on or before **12:00 Noon** on 2074/08/28. Quotation received after this deadline shall not be accepted.
5. Quotation must be valid for a period of 45 days after opening of Sealed quotations and must be accompanied by a bid security amounting to a minimum of **NRs. 50,000.00** which shall be valid for 30 days beyond the validity period of the bid.
6. If bidder wishes to submit the Cash Security, the cash should be deposited in Deposit Account No. **0101011651801** at **NABIL bank, Hetauda, Makwanpur** and submit the receipt of the deposited amount of cash along with the Sealed Quotation.
7. The sealed quotation will be opened in presence of Bidders' representatives who choose to attend at **2074/08/28 at 14:00 PM** at the office of Kulekhani First Hydro Power Station, Dhorsing, Makwanpur.



## *Section I. Invitation for Sealed Quotation*

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8. If the last date of purchasing, submission and opening falls on a government holiday then the next working day shall be considered the last day.
9. The Purchaser reserves the right to accept or reject, wholly or partly any or all the Sealed Quotations without assigning any reason, whatsoever.
10. NEA shall not be responsible for any costs or expenses incurred by Bidders in connection with the preparation or submission of Sealed Quotation.
11. Any amendment in sealed quotation notice shall be published in the NEA Web Portal and NEA Large Generation, Operation & Maintenance Department, Durbarmarg, Kathmandu.

**Kulekhani First Hydropower Station,  
Dhorsing, Bhimphedi-06, Makwanpur, Nepal  
Phone: + 977-57-410031  
Phone/Fax: + 977-57-410030**



## Section I. Invitation for Sealed Quotation

S. No.	Works/Jobs (e-bid)	Bid No.	Sale of Bid Documents till date (Office time)	Last date of Bid Submission, Opening Time & Place	Cost of Bid Documents (Bank deposit)	Bid Security/ Bid Bond (Bank Deposit/ Bank Guarantee)	Bid Documents available at	Bank A/C No
<b>Kali Gandaki 'A' Hydro Power Station (KGA), Beltari, Syangja</b>								
1	Supply & Delivery of Tyre with Tubes for Vehicles	KGA-074/075-QM-05	Upto 2074/08/27	2074/08/28 till 12:00 Noon & 02:00 PM, Kali Gandaki HPS, Beltari, Syangja	Nrs. 1,000/-	Nrs. 33,500/-	L.G. O. & M. D., Kathmandu & Kali Gandaki HPS, Beltari, Syangja	Nabil Bank, Pokhara, A/C No. 1201013045501 or Nepal Rashtra Bank, Thapathali, Ac No. 1206101-001-012-524
2	Supply & Delivery of Spare Parts for Vehicles	KGA-074/075-QM-06			Nrs. 1,000/-	Nrs. 29,500/-		
3	Supply & Delivery of Stationary and Other Miscellaneous Items	KGA-074/075-QA-07			Nrs. 1,000/-	Nrs. 18,500/-		
<b>Kulekhani-I Hydro Power Station (KL-I), Dhorsing, Makwanpur</b>								
1	Maintenance Works of Shotcrete (Estimated Amount Nrs.50,12,732.17 with VAT)	NEA-KL1-2074/075-CST-01	Upto 2074/09/13	2074/09/14 till 12:00 Noon & 02:00 PM, Kulekhani-I HPS, Dhorsing, Makwanpur	Nrs. 3,000/-	Nrs. 140,000/-	L.G. O. & M. D., Kathmandu & Kulekhani-I, HPS, Dhorsing, Kathmandu	Nabil Bank Ltd., A/C No. 0101011651801 or Nepal Rashtra Bank, Thapathali, Ac No. 1206101-001-012-524
2	Supply, Delivery, Installation, Testing and Commissioning of Air Compressor with Various Accessories of Power House of KL1HPS	NEA-KL1-2074/075-MST-01			Nrs. 3,000/-	Nrs. 60,000/-		
3	Supply, Delivery, Installation, Testing & Commissioning of Paperless Graphical Recorder for Unit Temperature Data Acquisition System & Radio Remote Controller for EOT Crane at KL1HPS	NEA-KL1-2074/075-EST-01			Nrs. 3,000/-	Nrs. 200,000/-		
4	Supply & Delivery of SF6 Gas Handling Device & Accessories	NEA-KL1-2074/075-EST-02			Nrs. 3,000/-	Nrs. 110,000/-		
5	Supply & Delivery of Various Electrical Equipments	NEA-KL1-2074/075-EST-03			Nrs. 3,000/-	Nrs. 245,000/-		
6	Supply, Delivery, Installation, Testing & Commissioning of 60 KV Lighting Arrestors for Protection of 66 KV XLPE Power Cables & Switchyard Equipments at KL1HPS	NEA-KL1-2074/075-ESQ-01	Upto 2074/08/27	2074/08/28 till 12:00 Noon & 02:00 PM, Kulekhani-I HPS,	Nrs. 1,000/-	Nrs. 50,000/-		
7	Maintenance of Check Wall at Thado Khola (Estimated Amount Nrs. 19,10,184.61 with VAT)	NEA-KL1-2074/075-C-SQ02			Nrs. 1,000/-	Nrs. 50,000/-		



## Section II. Instruction to Bidders

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### Section II Instruction to Bidders(ITB)

- 1. Scope of Works** The Purchaser stated in the Invitation for Quotation invites bids for the the supply, delivery and installation of the goods and related services as detailed in attached specifications, drawings and the bill of quantities provided herein. .
- 2. Eligible Bidder** 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 Bid per Bidder** **Each Bidder shall submit only one quotation, A Bidder who submits more than one quotation shall cause all the quotations with the Bidder's participation to be disqualified.**
- 4. Content of Quotation Form** The Quotation Form comprise the documents listed below:
  - Invitation for Sealed Quotations
  - Instructions to Bidders
  - Conditions of Contract
  - Schedule of Requirements
  - Technical Specifications
  - Sample Forms
- 5. Clarification** A prospective Supplier/Bidder may obtain clarification on the Quotation Form from the the Purchaser stated in Invitation for Quotation.
- 6. Language of Quotation** All documents relating to the Quotation shall be in English or in Nepali.
- 7. Documents Comprising Quotation** The Quotation by the Bidder shall comprise the following:
  - a. Quotation and Price Schedules
  - b. Bid Security
  - c. Schedule of Requirements
  - d. Technical Specifications



## Section II. Instruction to Bidders

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- 8. 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 Bid 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.
- 9. Quotation Validity** The Quotation shall remain valid for the period of 45 days after opening of the quotation.
- 10. Quotation Security** The Bidder shall furnish a Security in Nepali Rupees in the amount not less than NRs. 50,000.00. The Bid Security shall remain valid for a period of 75 days after opening of the quotation.
- The Security shall be in the form of cash voucher deposited in the Bank Account of the Employer specified in the notice for "Invitation for Quotation" or a bank guarantee from a bank acceptable to the Employer.
- 11. 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 initialled by the same authorized person.
- 12. 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 Quotation and shall bear the name and identification number of the quotation.
- 13. 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 Quotation.
- 14. 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.
- 15. Modification And Withdrawal** Quotations once submitted shall not be withdrawn or modified.
- 16. Bid Opening** The Purchaser shall open the Quotations in the presence of the Bidders' representatives who choose to attend at the time and in the place as specified in the Invitation for Quotation..
- The Purchaser shall prepare and provide minutes of the opening



## Section II. Instruction to Bidders

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including the information disclosed to those present.

- 17. 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.
- 18. 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 Bidding documents.
- 19. Evaluation and Comparison of Quotations**
- 19.1 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
- 19.2 If the Bidder does not accept the corrected amount, the Quotation shall be rejected and the Security pursuant to Clause 10 may be forfeited.
- 20. Award of Contract** The Purchaser shall decide the award of the contract, within 15 days of the opening of the quotation, to the Bidder whose Quotation is within the approved estimate and who has offered the lowest evaluated Bid Price, provided that such Bidder has been determined to be eligible in accordance with the provisions of Clauses 2.
- 21. 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.
- 22. Notification of Award and** 22.1 The Bidder whose Quotation is accepted and all other participating bidders shall be notified of the award by the



## Section II. Instruction to Bidders

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### Signing of Agreement

Purchaser. Within 15 days of receipt of the notification, the successful Bidder shall deliver the Performance Security pursuant to Clause 23 and sign the Agreement.

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

### 23. Performance Security

The successful Bidder shall deliver to Purchaser a Performance security in cash or Bank Guarantee acceptable to Purchaser as below:

(i) If 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.

(ii) For the bid price less than 15 percent of the cost estimate, the performance security amount shall be determined as follows:  
Performance Security Amount =  $[(0.85 \times \text{Cost Estimate} - \text{Bid Price}) \times 0.5] + 5\% \text{ of Bid Price}$ . The Bid Price and Cost Estimate shall be inclusive of Value Added Tax.



## Section II. Instruction to Bidders

### **Special Instruction to Bidders for e-Bidding**

Bidders may submit their bids electronically as per specific procedures and requirements as specified in the Instructions to Bidders (ITB). General procedures for electronic bid submission (e-submission) are described below.

#### **Bid preparation**

A Bidder who wish to submit the bid electronically may purchase the Bid Document directly from the Employer office or may download the bid document from the website and deposit the equivalent amount in the Revenue account of the employer as specified in the notice or/and Bid Document.

#### **Description of bid submission procedure through electronically (e-submission) only:**

- i) Interested bidders shall, either purchase the Bid Document directly from the Employer office or may download the bid document from the website and deposit the equivalent amount in the Revenue account of the employer as specified in the notice or/and Bid Document.
- ii) The Bidder shall fill the following documents and forms (in hard copy of issued bid documents), signed by the authorized representative with seal of the company
  - a) Bill of Quantity (BOQ) with rate, amount
  - b) Forms of Bid, Qualification Information
- iii) The Bidder shall then scan the completed original documents, forms in PDF files with appropriate filename 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 registration	VAT reg-4	Mandatory for National firms	All firms in case of JV
5	Tax clearances certificate	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	In case of JV
8	Qualification Information	Qualifications-8	Not Mandatory	
9	BOQ with rate, amount and total amount	BOQ-9	Mandatory	
10	Manufacturer's Authorization	Authorization -10	Mandatory	
11	Technical Data Sheet	TDS-11	Mandatory	
12	Certification Documents	Certifications-12	Not Mandatory	
13	Declaration Form	Declaration-13		



## Section II. Instruction to Bidders

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

iv) For e-submission purpose the Bidder shall, at first, register in the e-procurement section of NEA Web site <http://www.nea.org.np>

v) After preparing all the required bidding documents in PDF scan files as specified in (ii) and (iii), the Bidder shall upload the PDF bid files and submit his complete bid online through e-procurement section of NEA website <http://www.nea.org.np> within the specified date and time.

### **The Employers address for the purpose of e-submission of bid:**

The Employers address for the purpose of electronic Bid submission is e-procurement section of <http://www.nea.org.np>.

In case of e-submission of bid, the bidder shall submit his bid electronically in PDF files in the manner as specified above and additional submission of hard copy of "Original plus one copy of bid" is not mandatory.

In case both the electronic bid and original bid in hard copy are submitted to the Employer within the specified time period, the Bidder's electronic bid and original bid in hard copy will be accepted for evaluation provided the Bid price in Bill of Quantity Sheet is same. If there is any discrepancy in Bid price in Bill of Quantity between the electronic 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, as per ITB Clause.

However, for electronically submitted bid in PDF files, the bidder shall be required to submit documents/clarifications as specified in ITB Clause.

### **The deadline for e-submission of bids shall be:**

i) Bidders shall be also explained about the details of e-submission procedures in the pre-bid meeting.

ii) The e-procurement system will accept the e-submission of bid during office hours from the date after publishing the notice and will automatically not allow the e-submission of bid after the deadline for submission of bid, as specified above.

iii) The standard time for e-submission is Nepalese standard time as set out in the server of MIS Department of NEA.

iv) In case of e-submission of bid, the Bidder shall submit his bid electronically in PDF files in the manner as specified in ITB Clause only, and submission of "original plus one copy" shall not be required before deadline for submission time as per ITB Clause.

### **Provision for Substitution or Modification or Withdrawal of Bid**

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.

### **In case of e-submitted bid;**

i) Bidders may submit his Substitution or Modification or Withdrawal either in hard copy or through e-submission.



## Section II. Instruction to Bidders

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ii) For Substitution of Bid the Bidder shall follow similar steps as specified in ITB Clause with a Substitution letter in PDF file.

iii) 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.

### **Bid opening for e-submitted bid:**

i) Electronically submitted bid shall be opened first at the same time and date as specified in the ITB and IFB notice.

ii) The e-procurement system allows the Employer to download and open the e-submitted bid files from 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 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.

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.

### **Clarification of Bid**

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 upon notification to do so from the Employer.

### **Examination of e-submitted Bids and Determination of Responsiveness**

For an e-submitted bid to be substantially responsive the requirement as specified in the ITB Clauses shall be fulfilled.

### **Evaluation and Comparison of e-submitted Bids**

1. 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 as specified in ITB Clause.
2. In case, the Bidder could not substantiate or provide evidence to prove the information provided in e-submitted bid through documents/ clarifications as per ITB Clause, the bid shall not be considered for further evaluation and respective ITB Clause for forfeiture of bid security shall be applicable.



## *Section II. Instruction to Bidders*

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### **Steps to be followed by a Bidder to submit the electronic bid submission**

#### **1. Prepare the paper bid document**

- Either purchase the Bid Document directly from the Employer office or may download the bid document from the website and deposit the equivalent amount in the Revenue account of the employer as specified in the notice or/and Bid Document.
- Fill the rates and amount in BOQ,
- Fill the Bid Form,
- Prepare the necessary copy of Company registration, VAT/PAN registration , Tax clearance certificate,
- Prepare the necessary specific papers like Power of Attorney for bid signatory, Joint Venture agreement, if bidding in JV,
- Prepare summary of qualification information sheet (Financial turnover, Experience, Manpower, Equipment, Credit line, Litigation etc) in the specified format,
- Prepare the bid guarantee letter for the specified bid security amount and in the specified format,

#### **2. Prepare the Electronic bid files in pdf format**

- Once prepared the above paper documents the bidder shall prepare the electronic bid files in pdf format as follows;
- Scan the above documents in pdf format, give the specific file name for each document,
- Prepare all scanned bid files in pdf format and save them in a separate folder in own computer to ease bid uploading process,

#### **3. Electronic bid submission**

- Once the electronic bid files are ready the Bidder shall connect to internet,
- Open the NEAs website [www.nea.org.np](http://www.nea.org.np) and open E-procurement section,
- Register in the Bidders name and get User name and Password for Login,
- Confirm the registration by clicking the specified link in auto generated e-mail from NEAs web site,
- After confirmation for bidders registration click Bidder, fill User name, Password and Login,
- Choose and click the specific tender notice for which the electronic bid files has been prepared,
- Click the Bid now button to submit the electronic bid files,
- Upload each specified electronic bid files by clicking the Upload button and select the respective bid files by Browsing,
- Once all the electronic bid files are uploaded, click the Submit the Bid button for final e-submission of electronic Bid,
- Once the e-submission is successfully completed the Bidder shall receive a auto generated confirmation e-mail from the NEAs website,
- Bidder to keep the conventional paper bid document , qualification information, and other related documents safe as the Buyer may seek the supporting bid documents and clarifications, as necessary during bid evaluation process.
- The Bidder shall submit the necessary supporting documents and clarifications (conventional bid document).



**Section III.  
Conditions of Contract**

**1. Definitions**

1.1 In this contract, the following terms shall be interpreted as indicated:

- a. "The Contract" means the agreement entered into 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 obligation;
- c. "The Goods" means Equipment and related Accessories and spare-parts or any other materials which the Supplier is required to supply to the Purchaser under the contract;
- d. "Services" means services ancillary to the supply of the goods such as transportation and insurance including the installation, commissioning and the operational and maintenance training of the supplied equipment.
- e. "The Purchaser" means the procuring entity purchasing the goods;
- f. "The Supplier" means the organization supplying the goods and services under this contract.

**2. Technical Specification**

2.1 The goods supplied under this contract shall confirm to the standards mentioned in the Technical Specification.

**3. Patent Right**

3.1 The Supplier shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of goods or any part thereof in the Purchaser's country.



## Section III. Conditions of Contract

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### 4. Performance Security

4.1 Within fifteen (15) days of receipt of award of contract from the Purchaser, the successful Bidder shall furnish the performance security in accordance with the Sub - Clause 4.3 of the Conditions of Contract in the Performance Security Form provided in the Bidding 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 :

(i) If 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.

(ii) For the bid price less than 15 percent of the cost estimate, the performance security amount shall be determined as follows: Performance Security Amount =  $[(0.85 \times \text{Cost Estimate} - \text{BidPrice}) \times 0.5] + 5\%$  of Bid Price. The Bid Price and Cost Estimate shall be inclusive of Value Added Tax.

4.4 The validity of Performance Security shall be one (1) year after the final installation and commissioning of the Goods and the issue of final acceptance certificate to the Suppliers. The Supplier shall promptly extend the validity suitably to cover agreed extension of the warranty period of the supplied goods.

4.5 The performance security shall be released after 30 days of successful completion of warranty period and upon submission of claim by the Supplier.

### 5. Inspection and Tests

- 5.1
- a. The Employer (NEA)'s representatives shall be entitled to attend the aforesaid pre-dispatch test and inspection at Manufacturer's premises, provided that the Employer (NEA) shall bear all costs and expenses incurred in connection with such attendance including Travelling allowances and Daily allowances.
  - b. Whenever the Contractor is ready to carry out any such test and/or inspection, the Contractor shall give a reasonable advance notice of such test and/or inspection and of the place and time thereof to the Station Manager.
  - c. If the Employer or Station Manager or their designated



### Section III. Conditions of Contract

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representatives fails to attend the test and/or inspection, or if it is agreed between the parties that such persons shall not do so, then the Contractor may proceed with the test and/or inspection in the absence of such persons, and may provide the Project Manager with a certified report of the results thereof.

- d. If any Plant or any part of the Facilities fails to pass any test and/or inspection, the Contractor shall either rectify or replace such Plant or part of the Facilities and shall repeat the test and/or inspection upon giving a notice.
- e. The tests to be carried out during pre-dispatch inspection shall be as mentioned in "Section V. Technical Specifications."

#### 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 its 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



## Section III. Conditions of Contract

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contract shall fully comply with the specification laid down in the contract.

9.2 The warranty shall remain valid for one year after the goods have been delivered to the final destination indicated in the contract, and accepted by the Purchaser after installation and commissioning of equipment by 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 Payment shall be made in the currency in which the contract price has been stated in the Supplier's Sealed Quotation.

10.2 Payment of the goods supplied from within Nepal shall be made in Nepali Rupees after the delivery and installation and commissioning of goods to the satisfaction of the Purchaser.

10.3 Payment of the goods to be imported from abroad shall be made in the following manner:

- a. Maximum Twenty (20) percent of the Contract Price shall be paid within fifteen (15) days of signing of the Contract, and upon submission of claim and bank guarantee for equivalent amount valid until the goods are delivered and in the form provided in the SQ documents or another form acceptable to the Purchaser. Advance Payment made to the Contractor shall be deducted proportionately from each payment to be made afterwards.
- b. On shipment/Site delivery: Seventy five (75) percent of the contract price of the Goods shipped or delivered shall be paid through irrevocable confirmed letter of credit opened in favor of the Supplier in a bank in its country, upon submission of clean Bill of Lading and other documents or on Site delivery.
- c. On acceptance: Twenty (20) percent of the contract price shall be paid within thirty (30) days of successful installation, testing & commissioning of the goods upon submission of claim supported by the acceptance certificate issued by the Purchaser.



### Section III. Conditions of Contract

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- d. Retention: Five (5) percent of the contract price shall be withheld as retention and shall be released only after successful completion of defect liability period.

#### 11. Prices

11.1 Prices charged by the Supplier for goods delivered under the contract shall not vary from the prices quoted by the Supplier in its sealed quotation.

#### 12. Changed Order

12.1 Where the Purchaser desires to make changes in **Schedule of Requirement**, it shall not exceed more than 15 percent.

#### 13. Liquidated Damages

13.1 If the Supplier fails to deliver any or all of the goods within the time period specified in the contract, the Purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to 0.05 percent of the contract price of delayed goods for each day of delay until actual delivery, up to a maximum deduction of 10 percent of the delayed goods' contract price. Once the maximum is reached, the Purchaser may consider termination of the contract.

#### 14. Resolution of Disputes

14.1 If any dispute or difference of any kind whatsoever shall arise between the Purchaser and the Supplier in connection with or arising out of the Contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

14.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.

14.2.1 Any dispute or difference in respect of such a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract.

14.2.2 Arbitration proceedings shall be conducted in accordance with in accordance with the rules of Nepal Council of Arbitration (NEPCA).

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.



### Section III. Conditions of Contract

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- 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: Kulekhani First Hydro Power Station, Dhorsing, Makwanpur  
17.2 Supplier's address for notice purposes: .....
- 18. Taxes and Duties** 18.1
- a. Outside Nepal, any tariffs, duties and other taxes or charges levied by the country of origin or the country of purchase of Goods or equipments or materials called for by this CONTRACT shall be paid by the Supplier and the Supplier shall not receive any additional reimbursement from Purchaser in respect of any tariffs, duties and other taxes or charges paid by him to authorities in any country other than Nepal for services, equipment or materials.
  - b. Taxes and duties or fees imposed by GoN shall be paid by NEA at actual.
  - c. All suppliers, foreign and local, are required to quote prices excluding custom duties, VAT and local taxes.
  - d. As per the Electricity Act 2049 of GoN, 1% customs duty and no other taxes are imposed on the GOODS not manufactured in Nepal and to be imported by Purchaser. However, any taxes and duties shall be subject to the applicable law of GON at the time of delivery.
  - e. However, it will be the sole responsibility of the Supplier or its representative to clear the GOODS from the concerned offices and deliver the GOODS at Purchaser warehouse. The Supplier shall inform Purchaser in writing about the taxes and duties or fees to be levied and Purchaser shall arrange for the payment of above mentioned taxes and duties or fees at actual.
  - f. Income tax shall be paid by the Supplier and his SUB-CONTRACTOR(s) in accordance with prevalent rules and regulations of GoN except those foreign companies firms, or person (s) who supply GOODS to Nepal and who are paid in a foreign country by bank draft or letter of credit.
- 19. Operation, Maintenance and Spare-parts Manuals** 19.1 The successful Supplier shall supply 2 copies of manufacturer's operation, maintenance and spare-part manuals of the goods (Equipment).
- 20. Conduct of Suppliers** 20.1 The Supplier shall be responsible to fulfil his obligations as per the requirement of the Contract Agreement, Bidding



### Section III. Conditions of Contract

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documents, GoN's Procurement Act 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 or being involved in corrupt or fraudulent practice
  - 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 bid or interference of any kind in examination and evaluation of the bids during the period after opening of bids up to the notification of award of contract

#### **21.Blacklisting Supplier**

- 21.1 Without prejudice to any right of the Purchaser under this Contract, the GoN, Public Procurement and 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 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 supplier from participating in the contract.
- 21.2 A Supplier declared blacklisted and ineligible by the GON shall be ineligible to bid for a contract during the period of time determined by PPMO.



*Section IV. Schedule of Requirements*

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**Section IV  
Schedule of Requirements**

The delivery schedule expressed as days/weeks/months stipulates hereafter a delivery date which is the date of delivery (i) at EXW premises, or (ii) to the carrier at the port of shipment when the contract is placed on FOB or CIF terms, or (iii) to the first carrier when the contract is placed on FCA or CIP terms. In order to determine the correct date of delivery hereafter specified, the Purchaser has taken into account the additional time that will be needed for international or national transit to the Project Site or to another common place.

**Delivery Schedule required by NEA**

Employer shall issue the work order and contractor shall complete the work at the site mentioned below within **90 days** from the date of issuance of work order.

Delivery Site: Kulekhani First Hydropower Station, Dhorsing, Makwanpur

**Delivery Schedule filled by bidder**

The work shall be completed within ..... days from the date of issuance of work order.

Signature of Bidder:

Company seal:

Name:

Address:



**Section V**  
**Technical Specifications**

**1. Introduction**

NEA, Kulekhani First Hydro Power Station, Dhorsing, Makwanpur intends to procure 20 number of Lightning arresters and Surge counters and install them at switchyard for protection of 66 kV XLPE Power cables and other switchyard equipments at KL1HPS.

**2. Background**

Kulekhani -I is currently a sole large water storage type Hydro-electric Power Station in Nepal. The installed Capacity is 60 MW with two units of 30 MW each having Pelton type turbines as their prime mover. The Kulekhani First Hydro Power Station is situated in dhorsing, Lower Mahabharat Range of Makwanpur District, Central region of Nepal at about 30 Km. to the south-west of Kathmandu. The Underground Power House, Control House and Office is located at Dhorsing in Makawanpur District (about) 65 kms. from Kathmandu by (Hetauda-Pharping-Kathmandu) road.

**3. Scope of the work**

. The scope of work covers design, manufacture, assembly, factory test, supply, delivery, installation works, field test and commissioning of 60 kV Lightning Arresters and Surge counters.

. The work to be completed are as follows.

S. No.	Description of Work
1	Supply and Delivery of 20 nos. of 60 kV Lightning Arresters along with Surge Counters and other accessories. Out of 20 Lightning Arresters, 18 Lightning Arresters are to be installed at site and 2 Lightning Arresters are to be kept as spare at store of KL1HPS.
2	Dismantling of existing 6 nos. of post-insulators of 66 kV XLPE Power Cable from both the Units.
3	Installation of 6 nos. of supplied 60 kV Lightning Arresters along with surge counters and ground wire on 66 kV XLPE Power cables of both the Units. Also, shape modification/replacement of Copper Strip bus-bar in order to re-adjust it with dimensions of supplied Lightning Arresters.
4	Installation of 12 nos. of supplied 60 kV Lightning Arresters along with surge counters, overhead conductors (connecting Transmission lines to arresters) and ground wires on 4 circuits of 66 kV Transmission Lines ( Hetauda-1, Hetauda-2, Suichatar-1 & Suichatar-2).
5	Commissioning and testing of installed Lightning arresters and surge counters.



## Section V. Technical Specifications

Note:

\* The bidders are requested to visit the working site at Kulekhani First Hydropower Station for detail information.

### 4. Technical Specifications of Lightning Arrester

The equivalent technical specifications (with overall design, manufacture and internal configuration) of 60 kV Lightning arresters required to be supplied under this contract at Kulekhani First Hydro Power Station are as follows.

S.No.	Description	NEA's Requirement		
1	Arrester Housing	Polymeric		
2	Application	Outdoor		
3	Applicable standard	IEC 60099-4		
4	Nominal discharge current	10 kA		
5	Line discharge class	3		
6	High current impulse 4/10 micro-sec	100 kA		
7	Energy capability	7.8 kJ/kV at rated voltage according to IEC 60099-4		
8	Rated Voltage	60 kV		
9	Continuous operating voltage	48 kV		
10	TOV capability	69 kV for 1 sec		
11	Rated short circuit current	63 kA		
12	Max. app.cant.load	2.5 kNm		
13	Pull strength	75 kN		
14	Impulse voltage 1.2/50 micro-sec	350 kV		
15	Power frequency voltage-wet	140 kV		
16	Flashover distance	590 mm		
17	Creepage distance	1815 mm		
18	Maximum residual voltages			
	i) Lightning current impulse (8/20 micro sec)	5 kA	10 kA	20 kA
		148 kV	158 kV	170 kV
	ii) Steep lightning Current Impulse (1/20 micro sec)	10 kA		
		187 kV		
	iii) Switching current impulse (30/60 micro-sec)	250 A		1000 A
		125		132

### 5. Basic Features of Lightning Arresters

#### i) Design

The Lightning Arresters shall be designed for outdoor service conditions. They will be connected between phase and earth of 66 kV XLPE Power cables and 66 kV transmission lines.



## Section V. Technical Specifications

**ii) Manufacture**

The Lightning Arresters shall be of non-linear metal-oxide type and the non-linear metal oxide resistor shall be housed in hermetically sealed insulator casing to prevent ingress of moisture.

**iii) Insulator details**

The housing insulator of surge arrester shall be of polymeric type and insulator sheds shall be designed to minimize trapping of contamination.

**iv) Moisture sealing**

The manufacturing procedure shall include an effective leak test and manufacturers shall carry out special thermal stability test as specified in IEC 60099-4.

**v) Partial discharge**

Each surge arrester shall be tested to prove absence of partial discharge contact noise as specified in IEC 60099-4.

### 6. Technical Specifications of Surge Counter

S.No.	Description	NEA's Requirement
1	Type	Analog
2	Parameters to be measured	Surge count, Total leakage current
3	Surge count meter	6 digit cyclometer at least 5 counts/second
4	Minimum count current	200 amps 8/20 microsecond wave
5	Maximum high current withstand	100 kA 4/10 microsecond wave
6	Nominal residual voltage at 100 kA with 4/10 microsecond wave	5 kV peak
7	Leakage current meter scale	0-30 mA Peak/ $\sqrt{2}$ (bilinear scale)



## Section V. Technical Specifications

### 7. Technical Data Sheets

The bidders are requested to fill data/information of offered Lightning Arrester and Surge Counter in the sheet given below:

A. Technical Datasheet of Lightning Arrester							
S.No.	Description	NEA's Requirement			Bidder's comments		
1	Make, Country of Origin, Model No						
2	Arrester Housing	Polymeric					
3	Application	Outdoor					
4	Applicable standard	IEC 60099-4					
5	Nominal discharge current	10 kA					
6	Line discharge class	3					
7	High current impulse 4/10 micro-sec	100 kA					
8	Energy capability	7.8 kJ/kV at Ur according to IEC 60099-4					
9	Rated Voltage	60 kV					
10	Continuous operating voltage	48 kV					
11	TOV capability	69 kV for 1 sec					
12	Rated short circuit current	63 kA					
13	Max. app.cant.load	2.5 kNm					
14	Pull strength	75 kN					
15	Impulse voltage 1.2/50 microsec	350 kV					
16	Power frequency voltage-wet	140 kV					
17	Flashover distance	590 mm					
18	Creepage distance	1815 mm					
19	Approx. weight (kg)						
20	Maximum residual Voltages						
	i) Lightning current impulse (8/20 micro sec)	5 kA	10 kA	20 kA	5 kA	10 kA	20 kA
		148 kV	158 kV	170 kV			
	ii) Steep lightning Current Impulse (1/20 micro sec)	10 kA			10 kA		
		187 kV					
	iii) Switching current impulse (30/60 micro-sec)	250 A	1000 A		250 A	1000 A	
		125 kV	132 kV				
21	Diameter of Zinc Oxide blocks (mm)						
22	Height of discs (mm)						
23	Manufacturer's Authorization	To be submitted					
24	ISO Certification	To be submitted					



## Section V. Technical Specifications

<b>B. Technical Datasheet of Surge Counter</b>			
S.No.	Description	NEA's Requirement	Bidder's comments
1	Type	Analog	
2	Parameters to be measured	Surge count, Total leakage current	
3	Surge count meter	6 digit cyclometer at least 5 counts/second	
4	Minimum count current	200 amps 8/20 microsecond wave	
5	Maximum high current withstand	100 kA 4/10 microsecond wave	
6	Nominal residual voltage at 100 kA with 4/10 microsecond wave	5 kV peak	
7	Leakage current meter scale	0-30 mA Peak/ $\sqrt{2}$ (bilinear scale)	

**Note:**

- 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 catalogue helpful to justify them for intended use. Therefore, the terms as pointed above in Technical Data Sheet are the major criteria and should equivalently meet with the NEA's requirements for responsiveness. Purchaser reserve the right to decline the acceptance of the Goods, which to its own judgment are not found suitable for the intended use.
- Bidders are strictly advised to duly fill up the technical data sheet as per their offer with company seal and signature of authorized person, which is a major factor of evaluation for responsiveness.
- Bidder should submit the catalog/brochure of the offered product and fill the datasheet as per specifications mentioned in that catalog/brochure provided by manufacturer. Bid with unfilled datasheet or poorly filled datasheet without taking reference of catalog/brochure shall be considered unresponsive.

**8. Pre-dispatch Inspection & Tests**

The successful Bidder shall make necessary arrangements for pre-dispatch inspection to be done by two (2) representatives of Employer (NEA) for at least five (5) days to carry out in his presence the necessary sample/acceptance tests, confirming to IEC 60099-4 on equipment and materials offered. The cost of inspection and tests shall be borne by Employer (NEA).

**i) Acceptance Test**

The following acceptance tests as per IEC 60099-4 shall be witnessed by Inspectors nominated by Employer (NEA).

- a) Power frequency reference voltage test
- b) Lightning Impulse Residual voltage test
- c) Partial discharge test
- d) Thermal stability test



## *Section V. Technical Specifications*

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**ii) Routine Test**

The following routine tests shall be carried out on all the arresters as per IEC 60099-4 and the test report shall be made available for the observation of Inspectors nominated by Employer (NEA) at the time of Inspection.

- a) Power frequency reference voltage test
- b) Residual voltage tests
- c) Partial discharge test
- d) Thermal stability test

*Note: The manufacturer should be well equipped to carry out the above tests in their Plant premises.*

**9. Electrical works**

Ground conductor of each Lightning Arresters shall be properly grounded in Switchyard of KL1HPS. For Lightning Arresters to be installed in Transmission Circuits, overhead conductor shall be properly connected to Transmission lines using suitable clamp. For Lightning Arresters to be installed in 66 kV XLPE Power cables, shape of existing copper strip bus-bar shall be modified to re-adjust it with dimension of Lightning Arresters. However, If the existing copper strip bus-bar does not fit with supplied Lightning Arrester even after modification, Contractor shall at its own cost arrange for new set of Copper strip bus-bar having cross-sectional dimensions and specifications same as that of existing bus-bar.

**10. Civil and Mechanical works**

Design and construction of foundations for Lightning Arresters is not included in scope of this work. However, Contractor shall be fully responsible for installation and adjustment of supplied Lightning Arresters on metallic foundation available at Switchyard of KL1HPS.

**11. Accessories**

All the accessories (Nut, Bolts, conductor clamps etc) required for installation of Lightning Arresters and Surge Counters shall be managed by Contractor himself at his own cost. Ground Conductors shall be provided by store of NEA and is not included in Bill of Quantity of Sealed Quotation.

**12. Bid documentations**

Bidders are also requested to submit the following Technical Documents at the time of e-bid submission.

- a. Technical leaflets/literature, Technical Data sheets and Drawings of Lightning arrester and surge counter.
- b. Type Test Certificate
- c. ISO Certificate
- d. Duly filled Technical Data Sheet



**SECTION VI**  
**Sample Forms**

**1.Quotation and Price Schedules**

Date:

To: *[name and address of the Purchaser]*

Gentlemen and/or Ladies:

Having examined the Sealed Quotation (SQ) documents, we the undersigned, offer to supply and deliver ***[description of goods and services]*** in conformity with the said SQ documents for the sum of ***[total SQ amount in words and figures]*** or such other sums as may be ascertained in accordance with the Schedule of Prices 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 obtain the guarantee of a bank in a sum equivalent to Five ( 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 **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.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

\_\_\_\_\_  
*[signature]*

\_\_\_\_\_  
*[in the capacity of]*

Duly authorized to sign SQ for and on behalf of \_\_\_\_\_



## Section VI. Sample Forms

**Nepal Electricity Authority**  
**Generation Directorate**  
**Large Generation, Operation & Maintenance Department**  
**Kulekhani First Hydro Power Station**

**Sealed Quotation No:-NEA-KL1-2074/75-ESQ-01**

“Supply, Delivery, Installation, Testing & Commissioning of 60 kV Lightning Arresters for protection of 66 kV XLPE Power Cables & Switchyard equipments at KL1HPS”

**Price Schedule/Bill Of Quantity**

S.No.	Description	Qty	Unit	Unit Price (NRs.)		Total Price (NRs.)	Remarks
				In figure	In words		
<b>A Imported Supply part , CIP Nepal Border Price excluding Custom duties , Tax and VAT</b>							
A.1	60 kV 10 kA Class 3 Lightning Arrester with Surge Counter/Monitor and accessories (Nuts, bolts, clamps) for two units of 66 kV XLPE Power Cable (2 Units*3 LA=6 LA)	6	Nos			-	
A.2	60 kV 10 kA Class 3 Lightning Arrester with Surge Counter/Monitor and accessories (Nuts, bolts, clamps) for four circuits of 66 kV Transmission line (4 circuits*3 LA+2 LA Spare = 14 LA)	14	Nos			-	
<b>B Local Services Part as clearing/forwarding, transportation and on site installation works of supplied Goods excluding VAT</b>							
B.1	Installation, Testing & commissioning of supplied Lightning arresters, surge counters, overhead conductors, ground wires and other essential modification works at Site as described in scope of the work in "Section V. Work requirements" for 2 Units of 66 kV XLPE Power Cable and 4 circuits of Transmission Lines (6 nos. LA for 2 units of cable+12 nos. LA for 4 circuits of Transmission Lines =6 lot)	6	Lot			-	
<b>Grand Total</b>							

Total Price in words (excluding VAT & Tax): .....

Company Seal:

Signature:

Title:

Date:

Company:

**Note: Bidders are requested not to include custom duties, VAT and other local taxes levied in Nepal in their quoted Unit Price**



## Section VI. Sample Forms

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### **2. Bid Security**

Date :

To: ***[name and address of the Purchaser]***

Whereas, ***[name of Bidder]*** (hereinafter called "the Bidder") has submitted his Sealed Quotation (SQ) dated ***[date of submission of SQ]*** for the supply of ***[name and/or description of the goods]*** (hereinafter called "the 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 ***[name of the procuring entity]*** (hereinafter called "the Purchaser") in the sum of ***[specify amount in figure and words]*** 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 \_\_\_\_\_ 20\_\_\_\_.

THE CONDITIONS of this obligation are:

- (1) If, the Bidder withdraws its SQ during the period of bid validity specified by the Bidder on the SQ Form; 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 Form, if required; or
  - (b) fails or refuses to furnish the performance security, in accordance with the Instruction to Bidders;

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

This guarantee will remain in force up to ninety (75) days from the date of opening of the Sealed Quotation, and any demand in respect thereof should reach the Bank not later than the above date.

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***[signature of the bank]***

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***[common seal of the bank]***



## Section VI. Sample Forms

### 3. Form of Agreement

THIS AGREEMENT made the \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ between *[name of Purchaser]* (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 certain goods and ancillary services, viz., *[brief description of goods and services]* and has accepted a SQ by the Supplier for the supply of those goods and services in the sum of *[contract price in words and figures]* (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.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
  - a. Quotation Form and the Price Schedule submitted by the Supplier;
  - b. The Schedule of Requirements;
  - c. The Technical Specifications;
  - d. The Conditions of Contract; and
  - e. The Purchaser's Notification of Award.
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 hereto 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:

Designation:

Sign:

Seal:

On behalf of the Supplier

Name:

Designation:

Sign:

Seal:



**4. Performance Security**

Date :

To: **[name and address of the Purchaser]**

WHEREAS **[name of Supplier]** (hereinafter called "the Supplier") has undertaken, in pursuance of Contract No. **[reference number of the contract]** dated \_\_\_\_\_ 20\_\_\_\_ to supply **[description of goods and services]** (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 a guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, up to a total of **[amount of the guarantee in words and figures]**, and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the Contract and without cavil or argument, any sum or sums within the limits of [amount of guarantee] as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

Signature and seal of the Guarantors

\_\_\_\_\_  
**[name of bank or financial institution]**

\_\_\_\_\_  
**[address]**

\_\_\_\_\_  
**[date]**



**5. Bank Guarantee for Advance Payment**

To: *[name of the Purchaser]*

*[name of Contract]*

Gentlemen and/or Ladies:

In accordance with the payment provision included in the Contract, which amends Clause 10 of the General Conditions of Contract to provide for advance payment, ***[name and address of Supplier]*** (hereinafter called "the Supplier") shall deposit with the Purchaser a bank guarantee to guarantee its proper and faithful performance under the said Clause of the Contract in an amount of ***[amount of guarantee in figures and words]***.

We, the ***[bank or financial institution]***, as instructed by the Supplier, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to the Purchaser on its first demand without whatsoever right of objection on our part and without its first claim to the Supplier, in the amount not exceeding ***[amount of guarantee in figures and words]***.

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

The validity period of the guarantee shall be 30 days beyond the period scheduled for repayment of the advance payment and the guarantee shall remain valid and in full effect from the date of the advance payment under the Contract until the Purchaser receives full repayment of the same amount from the Supplier.

Yours truly,

Signature and seal of the Guarantors

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***[name of bank or financial institution]***

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***[address]***

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***[date]***



## Section VI. Sample Forms

### 6. Declaration Form

S. No	Description	Issued to (as applicable)	Issued to (as applicable)	Date of Issue	No. of Pages
1	Notarized Power of Attorney from the Company to sign on Company's behalf (For Single Bidder)				
2	Joint Venture Agreement: <i>If any</i>				
3	Notarized Power of Attorney to sign the Bid on Company's behalf (Each Partner in case of JV)				
4	Notarized Power of Attorney to sign the Bid (On Behalf of JV)				
5	Registration Certificate of the Bidder (and each partners in case of JV)				
6	Bid Bend				
7	Pike Schedule				
8	Bid Forms				
9	Qualification Forms				
10	Complete Certified Audited Report of the Bidder (and each partner in case of JV)	First Year			
		Second Year			
		Last Year			
11	Bidder s letter of Experience	1			
		2			
		3			
		4			
12	Manufacturer s Authorization s	1			
		2			
		3			
		4			
13	Power of Attorney for signing the Bid Document & made the declaration				
14	Business License of Manufacturers	1			
		2			
		3			
		4			
15	User Certificate s (Manufacturer)	1			
		2			
		3			
		4			
16	ISO Certificates	1			
		2			
		3			
		4			
17	Type Test Reports Of required as per specification)	1			
		2			
		3			
		4			
18	Technical Data Sheet	1			
		2			
		3			
		4			
19	Other Certification (as per requirements)	1			
		2			
		3			
		4			

