NEPAL ELECTRICITY AUTHORITY

(A Government of Nepal Undertaking)
Medium GENERATION OPERATION & MAINTENANCE DEPARTMENT

SUNKOSHI HYDROPOWER STATION
LAMOSANGHU, SINDHUPALCHOWK, NEPAL

SEALED QUOTATION NO: SHPS-2074/75-EQ-10

SEALED QUOTATION DOCUMENT
FOR
SUPPLY AND DELIVERY OF BDV TESTER AT SUNKOSHI HPS

Nepal Electricity Authority
Sunkoshi Hydropower Station
Lamosanghu, Sindhupalchowk, Nepal

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March 14, 2018

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Section – I

INVITATION FOR SEALED QUOTATION

(First date of notice publication 2074-11-30 or 14th March 2018)

1. Nepal Electricity Authority (NEA), **Sunkoshi Hydropower Station, Lamosanghu, Sindhupalchowk, Nepal** invites sealed quotation from eligible Bidders, Suppliers, Manufacturers or their authorized representatives for the following work :-

   Quotation No. : SHPS-2074/75-EQ-10 for SUPPLY AND DELIVERY OF BDV TESTER AT SUNKOSHI HPS

2. A complete set of Quotation Documents may be purchased during office hours on all working days by any interested Bidder from 2074/11/30 (14th March 2018) onwards upon submission of a written application to the address given below accompanied by a bank voucher of NRS. 1000.00 (non-refundable) towards the cost of the each Quotation Document deposited in SHPS's current A/C No: No: 104010001901 at Rastriya Banijya Bank, Dhulikhel, Kavre. The Quotation Documents shall be available for sale up to 2074/12/14, with in office hours from Medium Generation Operation & Maintenance Department NEA, Durbar Marg, Kathmandu & Sunkoshi Hydropower Station, Lamosanghu, Sindhupalchowk.

3. The Bidders must produce an attested copy of the certificates of company registration, VAT/PAN Registration Certifications, Tax clearance certificate for the FY 2073/074 at the time of purchase of the Quotation Document.

4. All Quotations must be accompanied by a Bid Bond in the amount NRs 40,000.00. The Bid Bond shall be in the form of Bank Guarantee issued by any commercial Bank in favor of Sunkoshi Hydropower Station, Lamosanghu, Sindhupalchowk. The Validity of Bid Bond should be at least 75 days from 2074/12/15. If the Bidder wishes to submit the Bid Security in the form of cash, the cash should be deposited in Deposit Account No.: 104010002001 at Rastriya Banijya Bank, Dhulikhel, Kavre, and submit the receipt of the deposited amount of cash along with the bid.

5. Quotation must be submitted at or before 12:00 hours local time on or before 2074/12/15 at Medium Generation Operation & Maintenance Department NEA, Durbar Marg, Kathmandu or alternatively, bidders may submit their bid electronically through e-procurement section in NEA website http://www.e-nea.org.np as specified in the instruction to bidders. Late bids will be rejected.

6. The Quotation shall be opened on the 2074/12/15 day at 14:00 hours local time at the office of the Medium Generation Operation & Maintenance Department NEA, Durbar Marg, Kathmandu in the presence of the authorized representatives of the Bidders who choose to be present. If the specified dates of Quotation purchase, submission and opening fall on a public holiday, Quotation submission and opening shall be done on the next working day.

7. NEA shall not be responsible for any costs or expenses incurred by Bidders in connection with the preparation or submission of Quotation.

8. NEA reserves the right to accept or reject any Quotation, partly or wholly, or cancel the Quotation altogether, without assigning any reason whatsoever.

Nepal Electricity Authority
Sunkoshi Hydropower Station,
Lamosanghu, Sindhupalchowk .
Tel/Fax: + 977 -011-482155

Section – II

Instructions to Bidders (ITB)

1. Scope of Works

The Purchaser stated in the Invitation for Quotation invites bids for the **SUPPLY AND DELIVERY OF BDV TESTER AT SUNKOSHI HPS** of Sunkoshi Hydropower Station, Lamosanghu, Sindhupalchowk 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 must be submitted along with bid document:

a) Notarized copy of Firm/Company Registration Certificate,
b) Notarized copy of VAT and PAN Registration Certificates
c) Notarized copy of Tax Clearance Certificate of FY 2073/074,
d) Original or Notarized copy of Power of Attorney and
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:

1. Invitation for Sealed Quotations
2. Instructions to Bidders
3. Conditions of Contract (CC)
4. Form of Agreement
5. Sample Forms
6. Schedule of Requirements
7. Technical Specifications

5. Clarification

A prospective Supplier/Bidder may obtain clarification on the Quotation Form from the Purchaser stated in Invitation for Quotation.

6. Language of Quotation

All documents relating to the Quotation shall be in English.

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

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 **40,000.00** of the bid amount. 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 original copy of an unconditional bank guarantee from "A" class commercial bank.

If a Quotation Security is required in accordance with ***the Invitation for Quotation***, any Quotation not accompanied by an enforceable and compliant Quotation Security in accordance with ***the Invitation for Quotation***, shall be rejected by the Purchaser as nonresponsive. In case of e- Submission, if the scanned copy of an acceptable Quotation security letter is not uploaded with the electronic bid then Quotation shall be rejected.

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 initialed by the same authorized person.

12. Sealing and Marking of Quotations

The Quotation shall be **sealed**. The Bidder shall submit his Quotation 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. Quotations must be received by the Purchaser at the address and no later than the date and time ***indicated in the Invitation for Quotation.*** In case of e-submission, the standard time for e-submission is Nepal Standard Time as set out in the server. The e-procurement system will accept the e-submission of bid from the date of publishing of notice and will automatically not allow the e-submission of Quotation after the deadline for submission of 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 including the information disclosed to those present. The Purchaser shall conduct the Quotation opening in public in the presence of bidder or its representative who chose to attend at the address, date and time ***specified in the Invitation for Quotation*****.** The Purchaser shall download the e-submitted Quotation files. The e-procurement system allows the Purchaser to download the e-submitted Quotation files (report) only after Quotation opening date and time after login simultaneously by at least two members of the Quotation opening committee.

Electronically submitted Quotation shall be opened at first in the same time and date as specified above. Electronic Quotations shall be opened one by one and read out. The e-submitted Quotations

must be readable through open standards interfaces. Unreadable and or partially submitted Quotation files shall be considered incomplete.

17. Process to be Confidential

Information relating to the examination, evaluation and comparison 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 and Sealed; (c) is accompanied by the required securities, schedule of requirements, technical specification & technical data sheet; (d) is substantially responsive to the requirements of the Bidding documents; and (e) price schedules

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.

19.3 Domestic Preference: Applicable as specified in NEA's rule.

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 Signing of Agreement

22.1 The Bidder whose Quotation is accepted and all other participating bidders shall be notified of the award by the Purchaser. Within 7 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.

22.4 If the bidder whose Quotation is accepted fails to sign the contract as stated ITB 21, the Public Procurement Monitoring Office shall blacklist the bidder on recommendation of the Public Entity.

23. 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 Quotation amount.

i) If Quotation 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 Quotation price.

ii) For the Quotation 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 –Quotation Price) x 0.5] + 5% of Quotation Price.

The Quotation Price and Cost Estimate shall be inclusive of Value Added Tax.

Special Instruction to Bidders for e-Bidding

If bidders submit their bids electronically, the electronic bidding submission procedures shall be:

General procedures for electronic bid submission (e-submission) is 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	Letter of Bid	Letter of Bid-1	Mandatory	
2	Bid Security (Bank Guarantee)	Bid Security-2	Mandatory	

3	Company Registration	Company Reg-3	Mandatory	All firms of JV
4	VAT Registration	VAT Reg-4	Mandatory for National firms	All firms of JV
5	Tax clearances certificate for F/Y 073/74	Tax-5	Mandatory for National firms	All firms of JV
6	Power of Attorney of Bid Signatory	Power of Att-6	Mandatory	
7	Business Registration (License) Certificate	License-7	Mandatory	
8	Bank Voucher for Cost of Bidding document	Voucher-8	Mandatory	
9	Joint Venture Agreement	JV-Doc-9	Mandatory for JV Firm	In case of JV
10	Qualification Information	Qualifications-10	Mandatory	
11	Applicable Price Adjustment Table	Price adjust-11	Mandatory if applicable	
12	Complete BOQ	BOQ-12	Mandatory	
13	Schedule of Requirement	Sch. Of Req.-13	Mandatory	
14	Manufacturers Authorization	Auth-14	Mandatory	
15	Technical Data Sheet	TDS-15	Mandatory	
16	Catalogues mentioned in Technical Specification	Catalogues-16	Mandatory	
17	Quality ISO certificates	ISO-17	Mandatory	

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.

vi) For e-submission purpose the Bidder shall upload the Additional Documents of S.N. 13 to 18 of PDF scan for mandatory in the additional box of E- e-submission.

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;

- Bidders shall be also explained about the details of e-submission procedures in the pre-bid meeting.
- 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.
- The standard time for e-submission is Nepalese standard time as set out in the server of NEA.
- 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;

- Bidders may submit his Substitution or Modification or Withdrawal either in hard copy or through e-submission.
- For Substitution of Bid the Bidder shall follow similar steps as specified in ITB -Clause with a Substitution letter in PDF file.
- 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;

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

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.

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.

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 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 bidder's 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.

4. Performance Security

4.1 Within seven days **(7)** 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 will be as follows:

a. The amount of performance security as a percentage of the contract price shall be five (5) percent of the Sealed Quotation Price in the currency of the Sealed Quotation price.

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 within 28 days of completion of warranty period and upon submission of claim by the Supplier.

5. Inspection 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 Specification and the quality of performance after the supply and delivery of good to 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 transmit 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 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, subjected to accepted by the Purchaser after installation and commissioning of goods 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 supplied shall not be paid until the delivery time and commissioning of goods at site is not satisfactory of the Purchaser.

10.4 Payment of the goods shall be made in the following manner:

a. On delivery & acceptance: Ninety Five (95) percent of the contract price of goods received shall be paid within thirty (30) days of receipt of the goods upon submission of claim written by the supplier.

b. Retention Money: Five (5) percent of the contract price as per as GON/NEA's rules shall be paid within thirty (30) days of completion of warranty period and upon submission of claim by the Supplier.

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/BOQ**, 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 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 it's 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.

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.

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17. Notices

17.1 Purchaser's address for notice purposes:……

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.

19. Operation, Maintenance and 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 fulfill his obligations as per the requirement of the Contract Agreement, Bidding documents, GON's Procurement Act and Regulations.

20.2 The Supplier shall not carry out or cause to carryout 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 and

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 /NEA

Section – IV

Schedule of Requirement

NEPAL ELECTRICITY AUTHORITY
Medium Generation Operation & Maintenance Department

Sunkoshi Hydropower Station, Lamosanghu, Sindhupalchowk, Nepal

SEALED QUOTATION NO.: SHPS-2074/75-EQ-10

Delivery Schedule

For

SUPPLY AND DELIVERY OF BDV TESTER AT SUNKOSHI HPS

1. Delivery Schedule Required By NEA

The complete delivery of the Goods/Services must be made at NEA, Sunkoshi Hydropower Station, Lamosanghu, Sindhupalchowk, Nepal within the delivery time as specified below from the date of issue work order.

(a) Delivery Time of NEA, Sunkoshi Hydropower Station,:- Two months from the date of issue of work order.

2. Delivery Schedule to be filled by Bidder :

(a) Delivery Time of Bidder: - ……. *[Insert the delivery time]* days from the date of issue of work order.

Signature of Bidder: Company Seal:

Name: Address :

Section – V
TECHNICAL SPECIFICATION

1. GENERAL

Sunkoshi Hydro Power Station, Lamosanghu, Sindupalchowk requires Dielectric Tester to carry out BDV testing of transformer oil at its site and own laboratory.

2. DESCRIPTION

a) BDV Tester:

Automatic oil tester set shall perform accurate and reliable breakdown voltage tests on mineral, ester and silicon insulating liquids. It shall have Molded test vessels for giving repeatable results with precise electrode gap setting facility. It should have transparent, shielded lid and large test chamber enabling easy access to the test vessel. The model shall be fitted with a alpha-numeric keypad to facilitate entry of test ID, filenames, notes etc. Test standards are preloaded in the instrument and new versions can be uploaded via USB flash drive. The models shall support the creation of user defined custom tests. An optional internal printer shall provide a hard copy of results. User safety shall be paramount and shall have designed with independent and dual redundant high voltage cut-off circuitry to ensure safety. During a test the operator shall be able to terminate by pressing any button on the keyboard which will remove high voltage immediately and abort the test. The transparent lid shall be provided for ample visibility within the chamber yet shall be protected and electrically shielded by a screen with multiple links to instrument ground. Dielectric Test set shall be portable, handy and rugged. It should operate with single phase power supply and shall also be battery operated for additional flexibility in portable application. Similarly;

a. The test set shall be Suitable for mineral, ester and silicon oils testing.

b. Shall be capable of testing at least up to 75 kV.

c. It shall have Lock in precision (i.e. oil vessel with lockable adjustment).

d. Bright colorful display with backlight.

e. Visible outdoors.

f. Trip detection circuit with direct measurement of voltage and current.

g. Ultra-fast (< 10 µs) HV switch off time on breakdown.

h. Fully automatic test sequences for common test standards as mentioned in the Technical Datasheet below.

i. Shall be designed in accordance with IEC 61010 Safety requirements for electrical equipment for measurement, control and laboratory use.

TECHNICAL DATA SHEET

(SCHEDULE OF GUARANTEED TECHNICAL PARTICULAR)

(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

a. BDV Tester

S.N.	Description	NEA Requirement	Data to be filled by Bidder	Remarks
Type Listing:				
1	Manufacturer	Megger/ Baur GmbH/ b2 electronic GmbH or equivalent		
2	Model No.			
3	Category	Portable Oil Tester		
Input:				
4	Nominal Voltage	90 to 264 VAC		
5	Frequency	50 Hz		
6	Power Rating			
7	Internal Rechargeable Battery	Required		
Standard Features:				
8	Test Voltage	0 to 75 kVrms		
9	Voltage Rise Time	0.5 kV/s, 2.0 kV/s or 3 kV/s depending upon selected test standard		
10	Switch off time on breakdown	≤ 10 μs		
11	Voltage Measurement Accuracy	± 1% ±2 digits		
12	Voltage Resolution (Displayed)	0.1 kV		
13	Vessels	400 ml (According to IEC 60156 standard)		
14	Electrode	All sets required according to **A. IEC 60156** a. 12.7 mm spherical electrodes b. 36 mm mushroom electrodes &		

		B. ASTM D877/D1816 a. 25.4 mm standard (sharp edges) cylindrical b. 25.4 mm non-standard (round edges) cylindrical electrodes c. 36 mm mushroom electrodes) Standard		
15	Automatic Oil Stirrer	Required (Magnetic)		
16	Lifting Stick for Magnetic Stirrer	Required		
17	Electrode setting gauge	1, 2, 2.5, 2.54 mm (According to ASTM D1816, ASTM D1816, IEC 60156 and ASTM D877 standards)		
18	Temperature measuring range	At least 10 to 65 °C		
19	Temperature sensor resolution	≤ 1°C		
20	Interface/PC Connectivity	Minimum of 1 USB		
21	Internal printer	Required		
22	External printer	Printer with USB Interface		
18	Protection			
19	Display	Color Display with backlight suitable in outdoor situations		
20	Operating temperature range and humidity	0 °C to 50 °C, ≥ 80% RH at 40 °C		
21	Storage temperature range and humidity	-20 °C to 60 °C		
22	Maximum altitude	≥ 1000 m		
23	Programmed test sequences	IEC 60156:1995, ASTM D877 and ASTM D1816 with at least 3 custom test sequences		
24	Safety	In accordance with IEC 61010 or equivalent		
25	EMC	Light Industrial IEC 61326-1 Class B		
26	Dimensions			

27	Weight (with battery and printer)	≤ 29 kg		
28	Language	English		
29	Manufacturer Authorization Certificates	To be submitted		
30	Quality ISO certificate	To be submitted		
31	Detail Technical catalogue	To be submitted		

Deviations from Technical Requirements and Reasons for such Deviations:

……
……
……
……

Note:

The following additional accessories (spares) shall be delivered with the BDV tester:

a. 1 set of battery (Lead-acid or NiMH) with its charger and vehicle lead.

b. Carry Bag

c. Transport Bag

d. Printer Paper, 10 rolls

e. 1 Set of spare electrodes set according to **IEC 60156 (**12.7 mm spherical and 36 mm mushroom electrodes) and **ASTM D877/D1816** (25.4 mm standard (sharp edges) cylindrical, 25.4 mm non-standard (round edges) cylindrical electrodes and 36 mm mushroom electrodes) Standard

f. Technical Catalogue and datasheets **highlighting** all the parameter that are filled by the bidder in the above datasheet.

g. Application Notes and other related documents

Section – VI

Sample Forms

1. Quotation and Price Schedules

Date: ----------

To :
The Chief
NEA, Sunkoshi Hydropower Station,
Lamosanghu, Sindhupalchowk, Nepal
Tel/Fax: + 977 -011-482155 .

Gentlemen and/or Ladies:

Having examined the Sealed Quotation (SQ) documents, we the undersigned, offer *to* SUPPLY AND DELIVERY OF BDV TESTER AT SUNKOSHI HPS *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 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.

Dated this _____ day of _____ 2018_____.

_____ _____

[signature] *[in the capacity of]*

Duly authorized to sign SQ for and on behalf of _____

Price Schedule for goods

NEPAL ELECTRICITY AUTHORITY
Medium Generation Operation & Maintenance Department
Sunkoshi Hydropower Station,
Lamosanghu, Sindhupalchowk, Nepal

Contract No. : SHPS-2074/75-EQ-10
BOQ:- For SUPPLY AND DELIVERY OF BDV TESTER AT SUNKOSHI HPS

S.N.	Description	Unit	Qty	Rate in figure (NRs)	Rate in words	Total Amount (NRs)
1	BDV Tester as per Specification (including spare parts as per Section V :Technical Specification)	Set	1			
Total						
VAT @ 13%						
Grand Total						

Total Price up to Sunkoshi Hydropower Station, Lamosanghu, Sindhupalchowk, Nepal (in Words)……

Signature of Bidder: Company Seal:

Name: Address:

2. Bid Security Form

Date:

To :
The Chief
NEA, Sunkoshi Hydropower Station,
Lamosanghu, Sindhupalchowk, Nepal
Tel/Fax: + 977 -011-482155 .

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 _____ 2018_____.

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 Seventy Five **(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.

_____
[signature of the bank]

_____
[common seal of the bank]

3. Form of Agreement

THIS AGREEMENT made the _____ day of _____ 2017_____ 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	**On behalf of the Supplier**
Name:	Name:
Designation:	Designation:
Sign:	Sign:
Seal:	Seal:

4. Performance Security

Date :

To :
The Chief
NEA, Sunkoshi Hydropower Station,
Lamosanghu, Sindhupalchowk, Nepal
Tel/Fax: + 977 -011-482155 .

WHEREAS ***[name of Supplier]*** (hereinafter called "the Supplier") has undertaken, in pursuance of Contract No. ***[reference number of the contract]*** dated _____ 2018 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 _____2018_____.

Signature and seal of the Guarantors

_____
[name of bank or financial institution]

_____
[address]

_____
[date]

5. Bank Guarantee for Advance Payment

Date :

To :
The Chief
NEA, Sunkoshi Hydropower Station,
Lamosanghu, Sindhupalchowk, Nepal
Tel/Fax: + 977 -011-482155
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

[name of bank or financial institution]

[address]

[date]

6. Manufacturer's Authorization Form

Date :

To :
The Chief
NEA, Sunkoshi Hydropower Station,
Lamosanghu, Sindhupalchowk, Nepal
Tel/Fax: + 977 -011-482155

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]*** solely to submit a Bid, and subsequently negotiate and sign the Contract with you against IFB No. ***[reference of the Invitation to Bid]*** for the above goods manufactured by us.

We hereby extend our full guarantee and warranty as per Clause 15 of the General Conditions of Contract for the goods offered for supply by the above firm against this Invitation for Bids.

_____

[signature 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 Bid.

Nepal Electricity Authority
Declaration Form (for E-bidding)

S.No	Description		Status			
			Issued to (as applicable)	Issued by (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; ***If any***					
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 Bond					
7	Price 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 Manufacturer/s	1				
		2				
		3				
		4				
		.				
		.				
15	User Certificate/s (Manufacturer)	1				
		2				
		3				
		4				