NEPAL ELECTRICITY AUTHORITY

(A Government of Nepal Undertaking)

Generation Directorate

Medium Generation, Operation and Maintenance Department

Modi Khola Hydro Power Station

Dimuwa, Parbat

SEALED QUOTATION

FOR

SUPPLY & DELIVERY OF DESANDER GATE SPARE PARTS AT MKHPS WITH MODIFICATION, REPAIR & MAINTENANCE

QUOTATION NO.: MKHPS-074/075-MS-SQ05

Last date and time of purchase	: 21st March 2018, office hours
Last date and time of submission	: 22nd March 2018, 12:00 noon
Quotation opening date and time	: 22nd March 2018, 14:00 hours

QUOTATION SUBMITTED BY: .....

(ON BEHALF OF): .....

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ATTENTION!

ALL BIDDERS / SUPPLIERS ARE STRONGLY ADVISED TO READ ALL THE INSTRUCTIONS, CONDITIONS OF CONTRACT, TECHNICAL SPECIFICATIONS AND OTHER INFORMATION CLAUSE BY CLAUSE CAREFULLY AND THOROUGHLY BEFORE SUBMISSION OF THEIR SEALED QUOTATIONS TO THE PURCHASER.

EVEN IF ANY BIDDER / SUPPLIER FAILS TO DO SO, THE PURCHASER WILL ASSUME THEM READ AND THE BIDDER / SUPPLIER SHALL BE SOLELY RESPONSIBLE FOR ALL THE FORTHCOMING CONSEQUENCES DUE TO LACK OF KNOWLEDGE OF THE SEALED QUOTATION DOCUMENTS.

Bidders are requested to read the notice published on 2074/11/23 in The Rising Nepal as amended below for this particular package of Sealed Quotation:

Sealed Quotation No.:	**MKHPS-074/075-MS-SQ05**

Section I. Invitation for Sealed Quotations

Sealed Quotation No. : **MKHPS-074/075-MS-SQ05**
Name of the Contract : ***Supply & Delivery of Desander Gate Spare Parts at MKHPS with Modification, Repair and Maintenance.***
Date of first Publication : **7th March, 2018**

1. NEA, Modi Khola Hydropower Station (MKHPS), Dimuwa, Parbat invites wax Sealed Quotations from registered eligible Bidders for the ***Supply & Delivery of Desander Gate Spare Parts at MKHPS with Modification, Repair and Maintenance*.**
2. Interested eligible Bidders may obtain further information and inspect the Sealed Quotation Documents from the following offices.
3. A complete set of Sealed Quotation Documents in English may be purchased from the below offices during office hours **on or before 21st March, 2018** by interested Bidders on the submission of a written application accompanied by a bank voucher amounting to **Rs. 1,000/-** (non-refundable) towards the cost of the Sealed Quotation Documents deposited in MKHPS Depository **Account Number 1201017500027** maintained at Nabil Bank Limited, Pokhara Branch, Kaski, Nepal.
4. The local Bidders must produce a notarized copy of valid firm registration, the certificates of VAT & PAN registration and Income Tax Clearance Certificate at the time of purchase of the Sealed Quotation Documents. The local agents/bidders intending to purchase the Sealed Quotation documents on behalf of their principals must produce the authorization from their principals.
5. The Sealed Quotation document shall also be available on NEA website http://www.nea.org.np **or** http://www.e-nea.org.np. For those bidders who wish for e-bidding may obtain further information from either of these web sites.
6. All Quotations must be valid for a period of **forty five (45) days** after opening of the Sealed Quotations and must be accompanied by a Quotation Security (Bid Bond), amounting to not less than **NRs. 50,000/-** . The Bid Bond shall be in form of a Bank Guarantee drawn on a commercial Bank in Nepal in favor of NEA in the format provided in the Sealed Quotation Documents and shall be **valid for** at least **Seventy five (75) days** after opening of the Sealed Quotations.
7. If any bidder wishes to submit the Cash Security, the cash should be deposited in MKHPS Depository **Account Number 1201017500027** maintained at Nabil Bank Limited, Pokhara Branch, Kaski, Nepal and submit the receipt of the deposited amount of cash along with the Sealed Quotation Documents.
8. Sealed Quotation Documents must be submitted to the office of Modi Khola Hydropower Station (MKHPS), Dimuwa, Parbat no later than **12:00 hours (local time) 22nd March, 2018**. Quotations received after this deadline shall not be accepted. Alternatively, bidders may submit their bid electronically through e-procurement section in NEA website http://www.e-nea.org.np as specified in the ITB.
9. All Sealed Quotations shall be opened in the presence (or without presence) of bidder's representatives who choose to attend at the above office i.e. office of Modi Khola Hydropower Station (MKHPS), Dimuwa, Parbat, Nepal on the same day i.e. on **22nd March, 2018** at **14:00 hours (local time)**.
10. If the last day for purchasing, submission or opening falls on a government (public) holiday, the next working day shall be considered as the last day.
11. The Purchaser shall not be responsible for any costs or expenses incurred by Bidders in connection with the preparation or submission of Sealed Quotations.
12. The Purchaser reserves the right to accept or reject, wholly or partly any or all the Sealed Quotations or cancel the Sealed Quotations altogether, without assigning any reason, whatsoever.

	Modi Khola Hydropower Station (MKHPS) **Dimuwa, Parwat** **Tel./Fax No.: 067-410042**	**Medium Generation, Operation & Maintenance Department, NEA** **Ratna Park, Kathmandu** **Tel. No.: 01-4153081**

Section II. Instructions to Bidders (ITB)

1. Scope of Works

The Purchaser stated in the Invitation for Quotation invites Sealed Quotations for the **Supply & Delivery of Desander Gate Spare Parts at MKHPS with Modification, Repair and Maintenance** as detailed in attached Specifications and the bill of quantities provided herein.

2. Eligible Bidders

This Invitation for Bids is open to all registered Bidders with qualifications as described below:

a) Up to date Firm/Company Registration Certificate
b) VAT and PAN Registration Certificates
c) Tax Clearance Certificate 2073/074
d) Power of Attorney
e) Declaration letter
f) Experience letter showing that the bidder has worked for similar or related works
e) Other documents as needed

3. One Sealed Quotation per Bidder

Each Bidder shall submit only one Sealed Quotation. A Bidder who submits more than one Sealed Quotation shall cause all the Quotations with the Bidder's participation to be disqualified.

4. Content of Quotation Documents

The Quotation Documents comprise the Documents listed below:

a) Invitation for Sealed Quotations
b) Instructions to Bidders
c) Conditions of Contract (COC)
d) Form of Contract Agreement
e) Sample Forms
f) Schedule of Requirements
g) Technical Specifications

5. Clarification

A prospective Bidder may obtain clarification on the Quotation Documents from the Purchaser stated in Invitation for Sealed Quotations.

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) Quotation 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 and delivered or Services to be provided under the Contract.

All duties, taxes and other levies payable by the Bidder under the Contract shall be included in the rates, prices and total Quotation Price submitted by the Bidder.

Price quoted by the Bidder shall remain fixed and valid until completion of the Contract Performance and will not be subject to variation in any account.

9. Quotation Validity

The Quotation shall remain valid for the period of **Forty five (45) days** after opening of the Sealed Quotations.

10. Quotation Security

The Bidder shall furnish a Security in Nepali Rupees in the amount not less than **NRs. 50,000/-**. The Bid Security shall remain valid for a period of **Seventy five (75) days** after opening of the Sealed Quotations.

The Security shall be in the form of cash voucher deposited in the Bank Account of the Purchaser specified in the notice for "Invitation for Sealed Quotations" or in form of a Bank Guarantee drawn on a commercial Bank in Nepal in favor of the Purchaser in the format provided in the Sealed Quotation Documents.

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 Bidder shall submit his Quotation in sealed envelopes. The envelope shall be addressed to the Purchaser specified in the Invitation for Sealed Quotations and shall bear the name and identification number of the Quotation.

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 Sealed Quotations.

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. Sealed Quotations Opening

The Purchaser shall open the Quotations in the presence (or without presence) of the Bidders' representatives who choose to attend at the time and in the place as specified in the Invitation for Sealed Quotations. The Purchaser shall prepare and provide minutes of the opening including the information disclosed to those present.

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 Sealed Quotation Documents

19. Evaluation and Comparison of Quotations

In evaluating the Quotations, the Purchaser shall determine for each Quotation the evaluated Bid Price by adjusting any corrections for errors. Quotations shall be checked by the Purchaser for any arithmetic errors. Errors shall be corrected by the Purchaser as follows:

(a) Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern; and

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

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

The Purchaser reserves the right to accept minor variation or deviation provided that such variation or deviation doesn't affect the quality of the goods supplied or services rendered.

20. Rejection and Non-Responsiveness of Sealed Quotations

Sealed Quotations shall be **rejected as being non-responsive** (but not limited to) if:

a. All the information required by the Sealed Quotation document is not mentioned or falsely quoted.
b. The Sealed Quotation is conditional.
c. The proposed delivery or work completion schedule shows delivery or work completion dates more than the Purchaser's requirement.
d. The Sealed Quotation does not contain technical information and documents for major items required by the Specifications for Goods or services on which the Bidder is offering.
e. The offered Goods or services are not substantially in compliance with the Purchaser's Technical Specifications.
f. Necessary Qualification requirements of the Bidder as detailed in **Section V** of the Sealed Quotation documents are not met.
g. The description provided by the Bidders pertaining to the qualification is found to be false or is substantially incomplete.

h. The Bidder does not offer all the items and quantity specified in the Price Schedule.

21. Award of Contract

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

Substantially Responsive Bidders are those who's offered Goods/Services **fully** comply with the Technical Specifications mentioned in the Sealed Quotation document and offered Schedule of Requirement (SOR) falls within the SOR of the Purchaser. This is verified on the basis of the submitted Catalogues/Brochures of the offered Goods or any other documents for the offered services by the Bidders.

22. 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.

23. Notification of Award and Signing of Agreement

The Bidder whose Quotation is accepted and all other participating bidders shall be notified of the Award by the Purchaser. Within **Seven (7) calendar days** of receipt of the notification, the successful Bidder shall deliver the Performance Security Pursuant to ITB Clause 24 and sign the Contract Agreement.

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

24. Performance Security

The Criteria for Performance Security have been amended as per first amendment of Public Procurement Act, 2063. The details of amendment are as follows:

(a) 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 Total Quoted Amount.

(b) 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 × Cost Estimate - Bid Price) × 0.5 + 5% of Bid Price. The Bid Price and Cost Estimate shall be inclusive of VAT.

Special Instruction to Bidders for E-Bidding

A. Bid preparation:

(i) A Bidder who wishes to submit the Bid electronically can either purchase the Bid document directly from employer office as mentioned in tender notice or download from e-procurement section in NEA's web site http://www.e-nea.org.np.

(ii) The bid document downloaded from the NEA's website shall be submitted through e-bidding only.

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

(i) In case, a Bidder wishes to download the Bid document from above website and also wishes to submit electronically, the Bid proposal, along with other requirements, must be accompanied by an electronically scanned copy of non-refundable bank voucher (as specified in the tender notice).

(ii) The Bidder shall fill the following documents and forms (in hard copy of issued bid documents) and it shall be signed by the notarized authorized representative and also stamped with the company's seal.

a) Bill of Quantity (BOQ) with rate, amount, b) Forms of Bid, Qualification Information & Certification Documents, c) Technical Data Sheet

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

S. No.	Document	PDF File Name	Requirement	Remarks
1	Form of Bid	Bid Form-1	Mandatory	
2	Bid Security (Bank Guarantee)	Bid Security-2	Mandatory	
3	Company Registration	Comp. Regis.-3	Mandatory	All firms in case of JV
4	VAT/PAN Registration	VAT Regist.-4	Mandatory for National Firms	All firms in case of JV
5	Tax Clearance 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	Mandatory	As per ITB 10 & ITB 18, Section II, Catalogs / Brochures (as asked in Technical Data Sheet in Section V)
9	BOQ with Unit rate amount and Total Amount	BOQ-9	Mandatory	
10	Manufacturer's Authorization Letter	Authorization-10	Not Mandatory	As asked in Technical Specification under Section V
11	Technical Data Sheet	TDS-11	Mandatory	Submit the prepared sheet
12	Certification Documents	Certifications-12	Mandatory	
13	Declaration Form	Declaration-13	Mandatory	Submit the prepared form

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

(iii) For e-submission purpose the Bidder shall, at first, register in the e-procurement section

NEA's web site http://www.e-nea.org.np.

(iv) After preparing all the required bidding documents in PDF, scan the files as specified in (ii).

(v) The Bidder shall upload the PDF bid files and submit the complete bid online through e-procurement section of NEA's website http://www.e-nea.org.np within the specified date and time.

(vi) The e-procurement system will accept the e-submission of bid from the date after publishing of notice and will automatically disallow the e-submission of bid after the deadline for submission of bid, as specified above.

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

(viii) 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.

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

(x) For Substitution of Bid, the Bidder shall follow similar steps as specified in ITB Clause -22 with a Substitution letter in PDF file.

(xi) 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.

(xii) When a Bidder submits electronic bid by downloading the bidding documents from the NEA's webpage it is assumed that the Bidder prepares his bid by studying and examining all the Bidding documents including specifications and conditions of contract.

(xiii) In case the Bidder choose to download the bidding documents and deposit the cost of bidding documents (as specified in the bid notice), such deposited amount shall be verified by the office during bid evaluation process. The bid shall be considered as non-responsive and shall not be evaluated if the specified cost for bidding document is not deposited in the Employer's Revenue account.

(xiv) Proposed facility for submission of bid electronically through e-submission is to increase transparency, non-discrimination, equality of access, and open competition. The Bidders shall be fully responsible to use the e-submission facility in e-procurement section of NEA's website http://www.e-nea.org.np in specified procedures and in no case the Employer shall be held liable for Bidder's inability to use this facility.

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

(i) The Bidder shall submit his bid electronically in PDF files in the manner as specified above, and additional submission of hard copy of "original plus one copy of bid" is not mandatory.

(ii) In case, if both the electronic bid and original bid in hard copy are submitted to the Employer within the bid submission deadline, the Bidder's electronic bid and original bid in hard copy will be accepted for evaluation provided the facts and figures in hard copy confirm to the PDF files in electronic bid. If there is any discrepancy in fact and figures between the electronic bid and original bid in hard copy, it will be treated as two separate bids from one Bidder and hence, both the electronic bid and original bid in hard copy shall be disqualified. However, for electronically submitted bid in PDF files, the Bidder shall be required to submit documents/clarifications as specified in ITB clause within 3 days.

(iii) In case of e-submission of bid, the Bidder shall be required to submit the original completed

Bid consisting of Forms of Bid, Qualification Information, Special Conditions of Contract, Bill of Quantities, Supplementary Information and other clarifications for verification purpose within 3 days from the date of bid opening at the office of the **Modi Hydropower Station, Dimuwa, Parbat.** In addition to electronically submitted PDF files, the Bidder shall be required to submit documents and clarifications as required by the Employer/Purchaser. Non-submission of such documents and or clarifications by the Bidder within specified time may cause forfeiture of Bid Security.

(iv) In case of major discrepancy found between electronically submitted PDF Bid files and documents/clarifications provided by the Bidder, the bid shall not be considered for further evaluation.

(v) The Bidder shall attach the Bid Security Guarantee in the format attached in the Bid Document. The Bid Security shall be forfeited if:

a. the Bidder does not respond to and/or submit the documents and or clarifications when requested by the Employer.

b. major discrepancy is found between e-submitted bid information and documents/clarifications provided by the Bidder during verification process as requested by the Employer.

D. Bid Opening process for e-submitted bid

(i) Electronically submitted bid shall be opened first at the Bid opening time.

(ii) The e-procurement system allows the Employer to download and open the e-submitted bid files from the bidders only after the time for opening the bids.

(iii) The e-submitted Bids must be readable through open standards interfaces. Unreadable and or partially submitted bid files (not complying with the ITB Clauses) shall be considered incomplete and rejected for further bid evaluation.

(iv) After opening of e-submitted bids files, all files shall be printed and recorded at the time of bid opening.

(v) In case of "WITDRAWAL" or "MODIFICATION" or "SUBSTITUTION" by the Bidder through e-submission, the e-submitted PDF files under "WITDRAWAL" or "MODIFICATION" or "SUBSTITUTION" shall be opened and read out first. Bids for which acceptable notice of "WITDRAWAL" or "SUBSTITUTION" has been submitted pursuant to ITB Clause shall not be opened.

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

(i) In case of e-submitted bids, the Employer evaluates the bid based on the information as per electronically submitted bid files. For clarification/ verification purpose, the Employer may request the Bidder to submit documents/ clarifications.

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

F. Qualification Information

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

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

Section III. Conditions of Contract (COC)

1. Definitions

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

a. "The Contract" means the agreement entered between the Purchaser and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein;

b. "The Contract Price" means the price payable to the Supplier / Service Ptovider under the Contract for the full and proper performance of its contractual obligations;

c. "The Goods" means all of the Equipment and related Accessories, Spare-Parts, Machinery and/or any other Materials which the Supplier is required to supply to the Purchaser under the Contract and as mentioned in the Technical Specifications;

d. "Services" means those services ancillary to the supply of the Goods, such as transportation and insurance including repair, maintenance, erection, commissioning, technical assistance and the operational and maintenance training of the supplied Equipmnt and Machinery;

e. "The Purchaser" means the procuring entity purchasing the Goods and/or Services (in this Contract NEA, Modi Khola Hydropower Station); and

f. "The Supplier" means the organization supplying the Goods and/or Services under this Contract.

2. Technical Specifications

2.1 The Goods/Services supplied/provided under this Contract shall confirm to the standards mentioned in the Technical Specifications.

3. Patent Rights

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 the Goods or any part thereof in the Purchaser's country.

4. Performance Security

4.1 Within **seven (7) calendar days** of receipt of the notification of Contract Award, the successful Bidder shall furnish to the Purchaser the Performance Security in accordance with the Sub-Clause 4.3 of the Conditions of Contract in the Performance Security Form provided in the Sealed Quotation Documents.

4.2 Failure of the successful Supplier to comply with the requirement of Sub-Clause 4.1 shall constitute sufficient grounds for the annulment of the Award and forfeiture of the Bid Security, in which event the Purchaser may make the Award to the next lowest Supplier or call for new Sealed Quotations.

4.3 The Performance Security amount shall be as follows:

(a) 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 Total Quoted Amount.

(b) 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 × Cost Estimate-Bid Price) × 0.5 + 5% of Bid Price. The Bid Price and Cost Estimate shall be inclusive of VAT.

4.4 The validity of Performance Security shall be one (1) year after the final installation and commissioning of the Goods/Services 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/Services.

4.5 The Performance Security shall be released within **Twenty eight (28) calendar days** after the expiration of the validity of Performance Security and upon submission of claim by the Bidder.

5. Inspections and Tests after Delivery

5.1 The Purchaser or its Representative shall have the right to inspect and/or test the Goods/Services to verify their conformity to the Technical Specifications and their quality at **no** extra cost to the Purchaser after the Supply and Delivery of Goods/Services to the Purchaser's warehouse and after their testing & commissioning if applicable.

5.2 Nothing in **CoC Clause 5** shall in any way release the Bidder from any warranty or other obligations regarding specifications, quality and general terms under this Contract.

6. Packing

6.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract.

6.2 The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit and open storage.

6.3 The packing, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided in accordance with international standard and practice.

7. Delivery of Goods

7.1 Delivery of the Goods shall be made by the Supplier in accordance with the terms specified by the Purchaser in the Schedule of Requirements.

7.2 The terms "EXW", "FOB", "CIF", "CIP" etc., shall be governed by the rules prescribed in the current edition of INCOTERMS published by the International Chamber of Commerce (ICC), Paris.

8. Insurance

8.1 The Goods supplied under the Contract shall be fully insured in the currency of the Sealed Quotation price against loss or damage incidental to manufacture or acquisition, transportation, storage and

delivery in the manner specified.

8.2 Where delivery of the Goods is required by the Purchaser on a CIF or CIP basis to a specified destination, the Supplier shall arrange and pay for insurance, naming the Purchaser as the beneficiary and the Supplier shall be required to meet all transport and storage expenses until delivery.

9. Warranty

9.1 The Bidder warrants that all the Goods/Services supplied under the Contract shall **fully** comply with the Specifications laid down in the Contract.

9.2 The warranty shall remain valid for **one (1) year** after the Goods/Services have been delivered to the final destination indicated in the Contract, and accepted by the Purchaser after the installation and commissioning of equipment or spare parts by the Supplier / Service Provider.

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

9.4 Upon receipt of such notice, the Bidder shall, with all reasonable speed, replace the defective Goods and rectify the defects caused in the delivered items without cost to the Purchaser. The Bidder will be entitled to remove the defective Goods and rectify such defects, at its own risk and cost.

10. Payment

10.1 **No** advance payment shall be made to Bidder according to this Contract.

10.2 Payment shall be made in the currency in which the Contract price has been stated in the Supplier's Sealed Quotation after the Supply and Delivery of Goods/Services at the Purchaser's warehouse and successful completion of the Installation, Site Inspection and Testing (**Pursuant to CoC Clause 5**) of the delivered Goods/Services or installed equipment to the satisfaction of the Purchaser.

10.3 The Supplier's request(s) for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, as appropriate, the Goods delivered, Service provided, Inspection, Testing & Commissioning carried out at Site, and by supporting documents and upon fulfillment of other obligations stipulated in the Contract. Following supporting documents must be submitted at the time of requesting payments:

- Original Invoice with stamp
- Payment request letter
- Document showing receipt of the Goods/spare parts by the Purchaser

10.4 Payments shall be made by the Purchaser as follows:

(a) Ninety-Five (95%) percent of the invoice value will be paid after certification by the Purchaser that all Goods invoiced has

been delivered at the appropriate warehouses of the Purchaser in good condition and Service successfully completed after deducting Advance Income Tax as per the prevailing rule of GoN; and

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

11. Prices

11.1 Prices charged by the Bidder for Goods/Services delivered under the Contract shall not vary from the prices quoted by the Bidder in its Sealed Quotation.

12. Changed Order

12.1 Where the Purchaser desires to make changes in **Schedule of Requirements**, it shall not exceed more than **fifteen (15%) percent**.

13. Liquidated Damages

13.1 If the Bidder fails to deliver any or all of the Goods/Services 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/Services for each day of delay until actual delivery, up to a maximum deduction of **ten (10%) percent** of the delayed Goods'/Services 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 Bidder 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) calendar 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.

(a) 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/Services under the Contract.

(b) Arbitration proceedings shall be conducted 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 Bidder any monies due the Bidder.

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:

Modi Khola Hydropower Station (MKHPS), Dimuwa, Parbat, Nepal, Tel./Fax No. 067-410042.

17.2 Supplier's address for notice purposes:

……..……

18. Taxes and Duties

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

19. Operation, Maintenance and Spare Parts Manual

19.1 The successful Bidder shall supply one (1) copy of manufacturer's Operation, Maintenance and Spare-Parts manuals of the Goods in case of Supply and Delivery being any Equipment.

20. Conduct of Bidders

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

20.2 The Bidder 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 bids or interference of any kind in examination and evaluation of the bids during the period after opening of the bids until the notification of award of Contract.

21. Blacklisting Supplier

21.1 Without prejudice to any other rights of the Purchaser under this Contract, the GoN, Public Procurement Monitoring Office (PPMO) may blacklist a Bidder 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 Bidder committed acts Pursuant to the COC Sub-Clause 20.2,

(b) if the Supplier fails to sign an Agreement Pursuant to ITB Clause 23,

(c) if it is proved later that the Bidder had committed substantial defect in implementation of the Contract or had not substantially fulfilled his obligations under the Contract or the completed work is not of the specified quality as per the Contract,

(d) if convicted by a court of law in a criminal offence which disqualifies the bidder from participating in the Contract,

21.2 A Bidder declared blacklisted and ineligible by the GoN, Public Procurement Office and NEA shall be ineligible to bid for a Contract during the period of time determined by the PPMO.

22. Extension of Time

21.1 If at any time during performance of the Contract, the Bidder should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's/Service Provider's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract.

Section IV. Schedule of Requirements

The delivery schedule expressed as days stipulated hereafter a delivery date which is the completion date of **Supply & Delivery of Desander Gate Spare Parts at MKHPS with Modification, Repair and Maintenance** to the Modi Khola Hydropower Station (MKHPS), Dimuwa, Parbat.

A. Delivery Schedule Required by the Purchaser:

S. No.	Description	Qty	Delivery Schedule in days after Signing of Contract Agreement
1	Supply & Delivery of Desander Gate Spare Parts at MKHPS with Modification, Repair and Maintenance	1 (One) Lot	3 (Three) Months

B. Delivery Schedule Proposed by the Bidder:

S. No.	Description	Qty	Delivery Schedule in days after Signing of Contract Agreement
1	Supply & Delivery of Desander Gate Spare Parts at MKHPS with Modification, Repair and Maintenance	1 (One) Lot	..……Months

Signature: …….……..

As Representative for: ……..……..

Address: ……. Date: ……

Section V. Technical Specifications

A. GENERAL

NEA, Modi Khola Hydropower Station, Dimuwa, Parwat, Nepal intends to produce Spare Parts for its Downstream Desander Gates installed at Headworks. These parts used in MKHPS Desander Gates are manufactured by KOSSLER Ges. M.b.H. The Gate Spare Parts must be equivalent to replace the existing same type of Gate Parts of MKHPS but with modified dimensions as specified by the Purchaser. Samples of each of the parts mentioned above are available at MKHPS and bidders may visit site to observe these parts if they wish and feel necessary. Bidder shall not be allowed to make any changes in the existing Hydro-Mechanical System.

B. SCOPE OF WORK

The scope of work covers the Supply and Delivery of Gate Spare Parts which shall be used to make the existing broken down gate functional. Hence, the bidder must supply these spare parts to suit the rated capacity of the gate and its dimension should be within the tolerance as per specified by IEC 193 and as per sample of existing gate parts which are available at the MKHPS, Dimuwa, Parwat, Nepal. **Bidders shall not be allowed to make any changes in the existing Hydro-Mechanical System**. The Spare Parts to be supplied under this Sealed Quotation shall meet the standard according to relevant DIN 50049 3.18 or equivalent standard in all respect of engineering design, manufacturing and operation point of view. All the thermal cycles applied will be recorded and diagram should be submitted to the Purchaser at the time of inspection at the manufacturing workshop. The Purchaser reserves the right to decline the acceptance of the offered Spare Parts, with its own judgment, if the parts are found not suitable for their intended purposes.

C. SPECIFICATIONS AND TESTS REQUIRED FOR GATE SPARE PARTS

A. Specifications

1. **Gate Spindle with Gate Lifting Nut**

   New modified Stainless Steel Gate Spindle with Gate lifting slotted bronze nut, (Spindle size: 65 mm dia. × 6200 mm length). For the thread size & pitch, the bidder must visit the site and conduct necessary measurements from its sample by his own after consultation with the Plant engineer.

2. **Thrust Bearing**

   New set Thrust Bearing (It should be compatible with the existing ones whose samples are available at site and should fit into the modified spindle. The bidder must visit the site and conduct necessary measurements from its sample by his own so that the offered bearing should properly fit into the modified SS Spindle.

3. **Gear Set**

   New set Gear to fit into Gate lifting housing and responsible for sliding the modified SS Spindle while lifting or lowering the Gate (It should be compatible with the existing ones whose samples are available at site and should fit into the modified housing. The bidder must visit the site and conduct necessary measurements from its sample by his own).

The materials for the above parts must match with the ones existing at site. No deviation in materials shall be accepted in any case.

Should there be any deviations in the dimensions of the above parts due to lack of site knowledge or without taking the proper measurements of the samples, the bidder shall be fully responsible to correct the supplied parts as per the Purchaser's requirements.

Special Instruction to Bidders:

Apart from the Supply and Delivery of specified parts, the bidder shall also provide repair and maintenance facility for fixing the new spindle, gear, bushings, bearings and housings on request of the Purchaser at Purchaser Costs. Since payments for the supply and delivery of gate parts is attached with the repair and maintenance of gates, no payments shall be made to the supplier until the gates are completely repaired and maintained in the bidder's workshop to the satisfaction of the Purchaser. Since the exact volume of repair and maintenance works could not be assessed by the plant, this component is not included in the BoQ. Bidders are therefore advised to properly visit the site, observe the current condition of both gates and their parts including the estimated volume of repair and maintenance works and propose the items to be repaired and maintained along with their sealed quotation documents.

B. Technical Qualification of Bidders

a. The bidder manufacturing workshop must have a suitable facility of at least, but not limited to.
    1. Vertical lathe of turning capacity minimum 2.0 m for machining the Gate parts
    2. Overhead Crane of at least 5 ton capacity, in 30-40 m long bay
    3. Standby Generator set capacity at least 180 KVA, 400 V, 3-Phase
    4. Milling and Radial Drilling machines
    5. Electric or Diesel Air Compressor and sand blasting machine
    6. NDT (Nondestructive Testing) facilities such as Dye Penetrate Test (DPT), Ultrasonic Test (UT), Magnetic Particle Testing (MPT), Radiography (X-Ray) Test etc. for testing of casting surfaces and the weld repairs/defects.
    7. Heat treatment plant of minimum size 3.2 m × 3.2 m × 3.0 m
b. The bidder should have qualified and experienced in-house Mechanical Engineer.
c. The welders to be used is to be qualified to 6G standard; qualification records are to be valid for the time of work.
d. The bidder must be holder of ISO 9001:2015 certificate for quality management system.

Any bidder unable to furnish/submit above qualification criteria, along with the Sealed Quotation documents, is assumed to be disqualified for the proposed contract work and might be rejected, being considered as substantially non responsive.

C. Test Instructions

Ultrasonic Test (UT), Dye Penetration Test (DPT), Magnetic Particle Test (MPT) and Radiography Test (RT) should be done on the welds seams of gate parts as per instruction of NEA engineers at the time of inspection and testing before dispatch of the gate Parts. The test sheets shall be approved by NEA Engineers before dispatching the Parts. Dimensions of the gate parts should be within the tolerances specified by IEC 193. (International Electro-technical Commission, Switzerland).

D. Technical Details of Manufacturing Procedure

This includes the manufacturing detailed procedure to be implemented to get the desired size and quality of the said parts. The manufacturing includes the supply of all material and consumables like welding electrodes, grinding and polishing wheels, necessary manpower/labor, machines, power supply and other specialized services necessary for the manufacturing of the said spare parts. The bidders shall confirm the size and dimension of the parts from their sample at site and prepare dimensional drawings which must be attached with his SQ document.

The bidder should submit, along with this bidding document, the detail manufacturing procedure for the parts at their workshop/factory, including but not limited to following steps/points.

- Type of material to be used with their compositions.
- Type of welding electrodes to be used with their compositions.
- Initial NDT process to be used to detect the defects.
- Process of welding buildup.
- Rough machining.
- Final NDT.
- Final machining
- Final static balancing.
- Finishing and touch up grinding.
- Measurements of all critical dimensions, inspection by purchaser, submitting final report to purchaser.

The bidder shall provide supervisor/experienced technician full time during testing, application and assembly of these gate parts for technical support.

The bidder should elaborate every above-mentioned step in detail. The detail manufacturing procedure is necessary to check the bidder's compatibility and capability to perform the desired job of manufacturing successfully.

The bidder must submit the following required documents with its Sealed Quotation for evaluation purposes to be substantially responsive such as Technical Leaflets, Brochure/Catalogues and other Documents, supporting the Technical Data, Characteristics and other Specifications for all parts as mentioned above acceptable to the Purchaser. The Purchaser reserves the right with its own discretion to reject the bidder's proposal if it does not convince and satisfy the Purchaser that the offered parts are suitable for their intended use.

D. TECHNICAL DATA SHEET OF GATE SPARE PARTS

S. No.	Description	NEA Requirements	Filled By Bidder
1	Manufacturer		
2	Country of origin		
3	Manufacturer Authorization Letter	To be submitted	
4	Manufacturer's valid ISO 9001 Certificate	To be submitted	

E. Other Necessary Qualification of Bidders

In order to make the Sealed Quotation substantially responsive in all respect, the Bidder must fulfill the following requiremets. Failure to fulfill these requirements may cause rejection of the Sealed Quotation.

- *Since the dimensional drawings of the required Gate parts are not available at the Plant and certain parts need to be modified, Bidders are strongly advised to visit Modi Khola Hydropower Station (MKHPS), Dimuwa, Parbat, discuss with plant engineers, observe the samples and take necessary measurements of the said Gate spare parts prior to make an offer. Samples of all the Gate parts are available at MKHPS, Dimuwa, Parbat for reference propose only. Any deviation in materials of in dimensions from the Purchaser's requirements shall not be accepted in any case.*
- *The bidders must show documentary evidence for repairing of similar gates of hydropower plants.*
- *The Bidder must submit valid ISO Certificate and Authorization Letter from the manufacturer of the offered spare parts as mentioned in above Data Sheet.*
- *The bidder must show documentary evidence (experience certificates or letter of work orders issued by clients) of previous successful manufacturing of similar parts of Hydropower plants.*
- *Bidders are strictly advised to complete the* ***Technical Data Sheet*** *and submit the detailed Catalogue / Brochures / Documents justifying & supporting the filled technical data, properties and other Specifications associated with the said Spare parts.*

Failure to submit the required Data Sheets, Experience Certificates and Brochures may cause the Bidder to be not substantial responsive and accordingly his Sealed Quotation may be rejected.

_____

Deviations from Technical Requirements:

Signature: ……..……..

As Representative for: ……..……..

Address: ……. Date: ……

Section VI. SAMPLE FORMS

A. QUOTATION FORM

Date: _____

Quotation No: **MKHPS-074/075-MS-SQ05**

To,
The Station Manager,
Modi Khola Hydropower Station (NEA),
Dimuwa, Parbat.

Gentlemen,

Having examined the Sealed Quotation (SQ) Documents, we the undersigned, offer to **Supply & Delivery of Desander Gate Spare Parts at MKHPS with Modification, Repair and Maintenance** in conformity with the said SQ Documents for the sum of (Total SQ Amount in figures),……and in words ……..…… …… ……..…… or such other sums as may be ascertained in accordance with the Price Schedule attached herewith and made part of this SQ.

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

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

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

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

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

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

Dated this _____ day of _____ month of 20_____.

[Name] _____

_____ _____

[Signature] [in the capacity of]

B. PRICE SCHEDULE (BILL OF QUANTITY)
Nepal Electricity Authority
Modi Khola Hydropower Station
PRICE SCHEDULE FOR SUPPLY & DELIVERY OF SPECIFIED GATE SPARE PARTS

Quotation No.: MKHPS-074/075-MS-SQ05 L/C: Local Currency (Nepalese Rupees)

BoQ No.	Description of Work	Qty. Required	Unit Price CIF Site (Dimuwa, Parbat) in NRs.		Total Price CIF Site (Dimuwa) in NRs.
			In Figure	In Words	
1	Supply and Delivery of New Stainless Steel Gate Spindle with Gate lifting slotted bronze nut at MKHPS, (Spindle size: 65 mm dia. × 6200 mm length)	4 Set			
2	Supply and Delivery of New set Thrust Bearing at MKHPS (It should be compatible with the existing ones whose samples are available at site and should fit into the modified spindle.)	8 Pcs.			
3	Supply and Delivery of New set Gear at MKHPS (It should be compatible with the existing ones whose samples are available at site and should fit into the modified housing.)	4 Pcs.			
				TOTAL	
				13% VAT	
				SUB-TOTAL	

The total Quotation Price for the above schedule is (In figure and words):

Local Currency (L/C): NRs. ……...…….

……..

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

Authorized Signature:…….

[**Note:** The Bidders are instructed to include taxes such as Customs Duty, VAT and other taxes levied in Nepal in the Total quoted CIF Site Price. This form may be **expanded** or **modified** if necessary. In case of discrepancy between unit price and total, unit price shall prevail.]

C. CONTRACT AGREEMENT FORM

Date: _____

Quotation No: **MKHPS-074/075-MS-SQ05**

To,
The Station Manager,
Modi Khola Hydropower Station (NEA),
Dimuwa, Parbat.

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

WHEREAS the Purchaser invited Sealed Quotation for the **Supply & Delivery of Desander Gate Spare Parts at MKHPS with Modification, Repair and Maintenance** and has accepted a SQ by the Bidder for the Supply and Delivery of those Goods/Services in the sum of _____ _____ *[Contract price in words and figures in Nepalese Rupees]* (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:

    a. Invitation for Bids;
    b. Instruction to Bidders;
    c. Quotation Form and the Price Schedule submitted by the Supplier;
    d. The Conditions of Contract;
    e. The Schedule of Requirements;
    f. The Technical Specifications;
    g. The Purchaser's Notification of Award; and
    h. The Performance Bond.

3. This Agreement sets forth the entire Contract and agreement between the parties pertaining to the supply of the Goods/Services described herein and supersedes any and all earlier verbal or written agreements pertaining to the supply of the Goods. This Agreement shall prevail over all other Agreement documents.

4. In consideration of the payments to be made by the Purchaser to the Bidder as hereinafter mentioned, the Bidder 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.

5. The Purchaser hereby covenants to pay the Bidder, 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:
Signature:	Signature:
Designation:	Designation:
Seal:	Seal:

D. QUOTATION SECURITY FORM

Date: _____

Quotation No: **MKHPS-074/075-MS-SQ05**

To,
The Station Manager,
Modi Khola Hydropower Station (NEA), Dimuwa, Parbat.

Whereas _____ ***[name of the Bidder]*** (hereinafter called "the Bidder") has submitted his Sealed Quotation (SQ) dated _____ ***[date of submission of SQ]*** for the **Supply & Delivery of Desander Gate Spare Parts at MKHPS with Modification, Repair and Maintenance** (hereinafter called "Sealed Quotation").

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

THE CONDITIONS of this obligation are:

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

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

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

Name of the Bank: _____

_____ _____

[Signature of the Authorized Representative of the bank] Seal of the issuing Bank

E. PERFORMANCE SECURITY FORM

Date: _____

Quotation No: **MKHPS-074/075-MS-SQ05**

To,
The Station Manager,
Modi Khola Hydropower Station (NEA), Dimuwa, Parbat.

WHEREAS_____
[name and address of Supplier] (hereinafter called "the Supplier") has undertaken, in pursuance of Contract No……..dated _____*[yy/mm/dd]* to **Supply & Delivery of Desander Gate Spare Parts at MKHPS with Modification, Repair and Maintenance** (hereinafter called "the Contract").

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

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

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

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

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

This Guarantee is valid until _____ day of _____(mm) 20_____.
[valid until the expiration of warranty period.]

Signature and seal of the Guarantor

_____

[name of bank]

_____

[address] [date]

_____ _____

F. MANUFACTURER'S AUTHORIZATION FORM

Date: _____

Quotation No: **MKHPS-074/075-MS-SQ05**

To,
The Station Manager,
Modi Khola Hydropower Station (NEA), Dimuwa, Parbat.

.

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

We hereby authorize _____ *[name and address of Agent]* to submit a Bid, and subsequently negotiate and sign the Contract with you against IFSQ Quotation No._____*[reference of the Invitation for Bids]* for the Components ……., ……..., ……., ……. And ……. manufactured by us which are required for the **Supply & Delivery of Desander Gate Spare Parts at MKHPS with Modification, Repair and Maintenance** at your Plant MKHPS.

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

_____

[Signature and Seal for and on behalf of Manufacturer]

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

G. DECLARATION FORM FOR E-BIDDING

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: *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	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 Certificates (Manufacturer)	1				
		2				

		3				
		4				
16	ISO Certificates	1				
		2				
		3				
		4				
17	Type Test Reports if 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				