NEPAL ELECTRICITY AUTHORITY

(GOVERNMENT OF NEPAL UNDERTAKING)

TRISHULI HYDROPOWER STATION

TRISHULI, NUWAKOT

SEALED QUOTATION NO. : THPS-074/75-M/SQ-10

Sealed Quotation Document

FOR

SUPPLY AND DELIVERY OF MISCELLANEOUS ITEMS

LAST DATE AND TIME OF PURCHASING	**: -**	**2075/03/19, 17:00 HRS.**
LAST DATE AND TIME OF SUBMISSION	**: -**	**2075/03/20, 12:00 :HRS**
OPENING DATE & TIME	**: -**	**2075/03/20, 12:00 :HRS**

FY 2074/75

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Section I. Invitation for Sealed Quotation

Invitation for Bids (IFB)

(First date of Publication2075/03/05

1. Nepal Electricity Authority (NEA), Generation, Operation & Maintenance, Medium Electricity Operation & Maintenance Department, Trishuli Hydro Power Station invites wax Sealed quotation from eligible bidders/manufacturers for the works listed in the table below :

Sealed quotation No:	Work Description	Last date for Bid Purchase	Last date for Bid Submission	Bid Bond Amount & Bid Bond Validity
THPS-074/75-M/SQ-10	***SUPPLY AND DELIVERY OF MISCELLANEOUS ITEMS***	**2075/03/19**	**2075/03/20**	50,000 75 days

2. A complete set of Bid Documents may be purchased during office hours on all working days by any interested Bidder from **2075/03/6** onwards upon submission of a written application to the addresses below accompanied by a bank voucher (non refundable) of **1000**for **Sealed quotation** towards the cost of the Bid Documents deposited in **A/C of Trishuli Hydro Power Station, current account no: 018152'C' at Nepal Bangladesh Bank, Battar, Nuwakot or NEA, Banking Office, Thapathali, Kathmandu**. The Bid documents shall be available for sale up to one day before the last date of Bid submission as specified in Table above.
3. The Bidders must produce a **notarized copy** of the certificates of VAT registration and PAN registration and Tax Clearance Certificate (2074/75) or authorize process letter issued by Tax Revenue Office at the time of purchase of the Bid Documents.
4. All Bids accompanied by a Bid Bond of an amount with validity period specified above must be delivered in accordance with the Instructions to Bidders at or before **12:00** hour local time on or before the dates at **Trishuli Hydropower Station, Trishuli, Nuwakot.** The Bids shall be opened at **14:00** hours local time on the same date of the Bid submission, in the presence (or without presence) of the authorised representatives of the Bidders who choose to be present. If the specified dates of Bid purchase, submission and opening fall on a public holiday, the same shall be done on the next working day.
5. NEA shall not be responsible for any costs or expenses incurred by Bidders in connection with the preparation or submission of Bids.
6. NEA reserves the right to accept or reject any Bid, partly or wholly, or cancel the Bids altogether, without assigning any reason whatsoever.
7. Interested eligible Bidders may obtain further information on the Bids or inspect the Bid Documents at the office given below or information pertaining to Bid and e-bidding from NEA's website **http://www.e-nea.org.np**
8. Any amendment in the tender notice shall be published in the NEA Web Portal and NEA Generation Directorate , Durbarmarg, Kathmandu

Nepal Electricity Authority
Trishuli Hydropower Station,
Trishuli, Nuwakot, Nepal.
Tel./Fax: +977-010-560099

Nepal Electricity Authority
Medium Generation, Operation and Maintenance Department,
NEA, Durbarmarg, Kathmandu, Nepal
Tel. : +977-01-4153081

Nepal Electricity Authority

Generation Directorate

(Publication Date : 2075/03/05)

National Competitive Bidding

Sealed Tenders/Quotations are invited for the following Schemes of Nepal Electricity Authority, Large & Medium Generation Operation & Maintenance Department (LGOMD) & (MGOMD)

S. No.	Works/Jobs (e-bid)	Bid No.	Sale of Bid Documents till date (Office time)	Last date of Bid Submission, Opening Time & Place	Cost of Bid Documents (Bank deposit)	Bid Security/ Bid Bond (Bank Deposit/ Bank Guarantee)	Bid Documents available at	Bank A/C No
Middle Marsyangdi Hydro Power Station (MMHPS), Siundibar, Lamjung.								
1	Supply of Security Services	MMHPS-2074/075-Adm-T22	Upto 2075/03/02	2075/03/03 till 12:00 Noon & 02:00 PM, MMHPS, Lamjung	NRs. 3,000/-	NRs. 75,000/-	L.G. O. & M. D., Kathmandu & MMHPS, Siundibar, Lamjung	Nabil Bank, Besisahar, Lamjung, A/C No. 4401017500516
Trishuli Hydro Power Station (THPS), Trishuli, Nuwakot								
1	Supply and Delivery of Miscellaneous Items	THPS-074/75-M/SQ-10	Upto 2075/03/19	2075/03/20 till 12:00 Noon & 02:00 PM, Trishuli HPS, Nuwakot	NRs. 1,000/-	NRs. 50,000/-	Medium Generation O & M Department, Kathmandu & Trishuli Hydropower Station Nuwakot	Nepal Bangladesh Bank Ltd. Battar Nuwakot A/C No. 003018152 C
2	Supply, Delivery, Installation, Testing and Commissioning of 6.6 kV Indoor Type VCB with Carriage Trolley	THPS-074/75-E/ST-02-RE			NRs. 3,000/-	NRs. 120,000/-		

For further details and downloading of Bid Documents please visit our Website http//www.nea.org.np or Contact at 066-400090 (MMHPS), 010-560423 (THPS), 01-4153081 (MGOMD) & 01-4153070 (L.G.O.& M.D)

Section II. Instructions to Bidders

1. Scope of Works	The Purchaser stated in the Invitation for Quotation invites bids for the supply, delivery and installation of the goods and related services as detailed in attached specifications, drawings and the bill of quantities provided herein. .
2. Eligible Bidder	This Invitation for Bids is open to all registered Suppliers with qualifications as described below: a) Up to date Firm/Company Registration Certificate b) VAT and PAN Registration Certificates c) Tax Clearance Certificate 073/74 d) Power of Attorney e) Other documents as needed
3. One Bid per Bidder	Each Bidder shall submit only one quotation. A Bidder who submits more than one quotation shall cause all the quotations with the Bidder's participation to be disqualified.
4. Content of Quotation Form	The Quotation Form comprise the documents listed below: a) Invitation for Sealed Quotations b) Instructions to Bidders c) General Conditions of Contract (GCC d) Form of Agreement e) Sample Forms f) Schedule of Requirements g) 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 or in Nepali.
7. Documents Comprising Quotation	The Quotation by the Bidder shall comprise the following: a) Quotation and Price Schedules b) Bid Security c) Schedule of Requirements d) Technical Specifications
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 Rs.50,000. The Bid Security shall remain valid for a period of 75 days after opening of the quotation. The Security shall be in the form of cash voucher deposited

	in the Bank Account of the Employer specified in the notice for "Invitation for Quotation" or a bank guarantee from a bank acceptable to the Employer.
11. Format and Signing of Quotations	The Quotation shall be typed or written in indelible ink and shall be signed by an authorized person. Any entries or amendments including alternations, additions or corrections made shall be initialled by the same authorized person.
12. Sealing and Marking of Quotations	The Bidder shall submit his Quotation in sealed envelopes. The envelope shall be addressed to the Purchaser specified in the Invitation for Quotation and shall bear the name and identification number of the quotation.
13. Deadline for Submission of Quotations	Quotations shall be delivered to the Purchaser at the address no later than the time and date specified in the Invitation for Quotation.
14. Late Quotation	Any Quotation received by the Purchaser after the deadline shall not be accepted and shall be returned unopened to the Bidder upon request.
15. Modification and Withdrawal	Quotations once submitted shall not be withdrawn or modified.
16. Bid Opening	The Purchaser shall open the Quotations in the presence of the Bidders' representatives who choose to attend at the time and in the place as specified in the Invitation for Quotation.. The Purchaser shall prepare and provide minutes of the opening including the information disclosed to those present.
17. Process to be Confidential	Information relating to the examination, evaluation and comparison of Quotations and recommendations for the award of a contract shall not be disclosed to Bidders or any other persons not officially concerned with such process until the award to the successful Bidder has been announced. Any efforts by the Bidder to influence the Purchaser in the Quotation evaluation, comparison or contract award decisions may result in rejection of Bidder's quotation.
18. Examination of Quotations	Prior to the detailed evaluation of Quotations, the Purchaser shall determine whether each Quotation (a) meets the eligibility criteria defined in Clause 2; (b) has been properly signed; (c) is accompanied by the required securities; and (d) is substantially responsive to the requirements of the Bidding documents.
19. Evaluation and Comparison of Quotations	In evaluating the Quotations, the Purchaser shall determine for each Quotation the evaluated Bid Price by adjusting any corrections for errors. Quotations shall be checked by the Purchaser for any arithmetic errors. Errors shall be corrected by the Purchaser as follows: a) where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern; and b) where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted shall govern

	If the Bidder does not accept the corrected amount, the Quotation shall be rejected and the Security pursuant to Clause 10may be forfeited.
20. Award of Contract	The Purchaser shall decide the award of the contract, within 15 days of the opening of the quotation, to the Bidder whose Quotation is within the approved estimate and who has offered the lowest evaluated Bid Price, provided that such Bidder has been determined to be eligible in accordance with the provisions of Clauses 2.
21. Purchaser's Right to Accept or Reject	The Purchaser reserves the right to accept or reject any Quotation or to cancel the bidding process and reject all Quotations, at any time prior to the award of the contract, without assigning any reasons whatsoever and without thereby incurring any liability to the affected Bidder or Bidders.
22. Notification of Award and Signing of Agreement	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. 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.

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 a 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,	Company reg-3	Mandatory	All firms in case of JV
4	VAT/PAN registration,	VAT reg-4	Mandatory for National	All firms in case of JV
5	Tax clearances certificate,	Tax-5	Mandatory for National	All firms in case of JV
6	Power of Attorney of Bid signatory	Power of att-6	Mandatory	
7	Joint venture	JV doc-7	Mandatory	In case of JV
8	Qualification Information	Qualifications-8	Mandatory	As per ITB 10 & ITB 18 of Section II, Catalog/brouchers (As asked in Technical data sheet in Section V)
9	BOQ with rate, amount and total amount	BOQ-9	Mandatory	
10	Manufacturers Authorization	Authorization - 10	Mandatory	As asked in Technical data sheet in Section V
11	Technical Data Sheet	TDS-11	Mandatory	Submit the prepared sheet.
12	Certification Documents	Certifications-12	Mandatory	As asked in Technical data sheet in Section V
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 Trishuli Hydroelectric Power Plant, Trishuli, Nuwakot or

Generation Operation & Maintenance Department NEA, Durbar Marg, Kathmandu.

iv. In addition to electronically submitted PDF files, the Bidder shall be required to submit documents and clarifications as required by the Employer. Non-submission of such documents and or clarifications by the Bidder within specified time may cause forfeiture of Bid Security.

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

vi. The Bidder shall attach the Bid Security Guarantee in the format attached in the Bid Document. The Bid Security shall be forfeited if

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

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

D. Bid Opening process for e-submitted bid

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

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

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

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

v. In case of "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

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. performance security will be as follows: • **If the bid price is within 85% of the official estimate value**: five percent of the Bid Price including VAT. • **If the bid price is less than 85% of the official estimate value:** (85% of Estimate – Bid Price including VAT) x 0.5 + five percent of Bid Price including VAT. 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, and accepted by the Purchaser after installation and commissioning of equipment by the Supplier. 9.3. The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty. 9.4. Upon receipt of such notice, the Supplier shall, with all reasonable speed, replace the defective goods without cost to the Purchaser. The Supplier will be entitled to remove, at its own risk and cost, the defective goods.
10. Payment	10.1. Payment shall be made in the currency in which the contract price has been stated in the Supplier's Sealed Quotation. 10.2. Payment of the goods supplied from within Nepal shall be made in Nepali Rupees after the delivery and installation and commissioning of goods to the satisfaction of the Purchaser. 10.3. Payment of the goods to be imported from abroad shall be made in the following manner: a. Ten (10) percent of the Contract Price shall be paid within fifteen (15) days of signing of the Contract, and upon submission of claim and bank guarantee for equivalent amount valid until the goods are delivered and in the form provided in the SQ documents or another form acceptable to the Purchaser. b. On shipment/Site delivery: Eighty (80) percent of the contract price of the Goods shipped or delivered shall be paid through irrevocable confirmed letter of credit opened in favor of the Supplier in a bank in its country, upon submission of clean Bill of Lading and other documents or on Site delivery c. On acceptance: Ten (10) percent of the contract price of goods received shall be paid within thirty (30) days of receipt of the goods

	upon submission of claim supported by the acceptance certificate issued by the Purchaser.
11. Prices	11.1. Prices charged by the Supplier for goods delivered under the contract shall not vary from the prices quoted by the Supplier in its sealed quotation.
12. Changed Order	12.1. Where the Purchaser desires to make changes in **Schedule of Requirement**, it shall not exceed more than 15 percent.
13. Liquidated Damages	13.1. If the Supplier fails to deliver any or all of the goods within the time period specified in the contract, the Purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to 0.05 percent of the contract price of delayed goods for each day of delay until actual delivery, up to a maximum deduction of 10 percent of the delayed goods' contract price. Once the maximum is reached, the Purchaser may consider termination of the contract.
14. Resolution of Disputes	14.1. If any dispute or difference of any kind whatsoever shall arise between the Purchaser and the Supplier in connection with or arising out of the Contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation. 14.2. If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. 14.2.1. Any dispute or difference in respect of such a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration.Arbitration may be commenced prior to or after delivary 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.
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, licence fees and other such levies imposed by the GON.
19. Operation, Maintenance and Spare-parts Manuals	19.1. The successful Supplier shall supply 2 copies of manufacturer's operation, maintenance and spare-part manuals of the goods (Equipment).
20. Conduct of Suppliers	20.1. The Supplier shall be responsible to fulfil his obligations as per the requirement of the Contract Agreement, Bidding documents, GoN's Procurement Act and Regulations. 20.2. The Supplier shall not carry out or cause to carry out the following acts

	with an intention to influence the implementation of the procurement process or the procurement agreement : a) give or propose improper inducement directly or indirectly, b) distortion or misrepresentation of facts c) engaging or being involved in corrupt or fraudulent practice d) Interference in participation of other prospective bidders. e) coercion or threatening directly or indirectly to impair or harm, any party or the property of the party involved in the procurement proceedings, f) collusive practice among bidders before or after submission of bids for distribution of works among bidders or fixing artificial/uncompetitive bid price with an intention to deprive the Purchaser the benefit of open competitive bid price.. g) contacting the Purchaser with an intention to influence the Purchaser with regards to the bid or interference of any kind in examination and evaluation of the bids during the period after opening of bids up to the notification of award of contract
21. Blacklisting Supplier	21.1. Without prejudice to any right of the Purchaser under this Contract, the GoN, Public Procurement and Monitoring Office(PPMO) may blacklist a Supplier for his conduct up to three years on the following grounds and seriousness of the act committed by the supplier: a) if it is proved that the supplier committed acts pursuant to the Sub - clause 20.2, b) if the supplier fails to sign an agreement pursuant to ITB Clause 22, c) if it is proved later that the supplier had committed substantial defect in implementation of the contract or had not substantially fulfilled his obligations under the contract or the completed work is not of the specified quality as per the contract , d) If convicted by a court of law in a criminal offence which disqualifies the supplier from participating in the contract. 21.2. A Supplier declared blacklisted and ineligible by the GON shall be ineligible to bid for a contract during the period of time determined by PPMO.

Section IV. Schedule of Requirement

NEPAL ELECTRICITY AUTHORITY
Medium Generation, Operation & Maintenance Department

TrishuliHydroPower Station, Trishuli, Nuwakot, Nepal

SEALED QUOTATION NO.: **THPS-074/75-M/SQ-10**

Delivery Schedule

For

SUPPLY AND DELIVERY OF MISCELLANEOUS ITEMS

1. Delivery Schedule Required By NEA

The complete delivery of the Goods/Services must be made at NEA, Trishuli Hydro Power Station, Trishuli, Nuwakot, Nepal within the delivery time as specified below from the date of issue work order.

(a) Trishuli Hydro Power Station, Trishuli, Nuwakot:- 40 days 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 Specifications

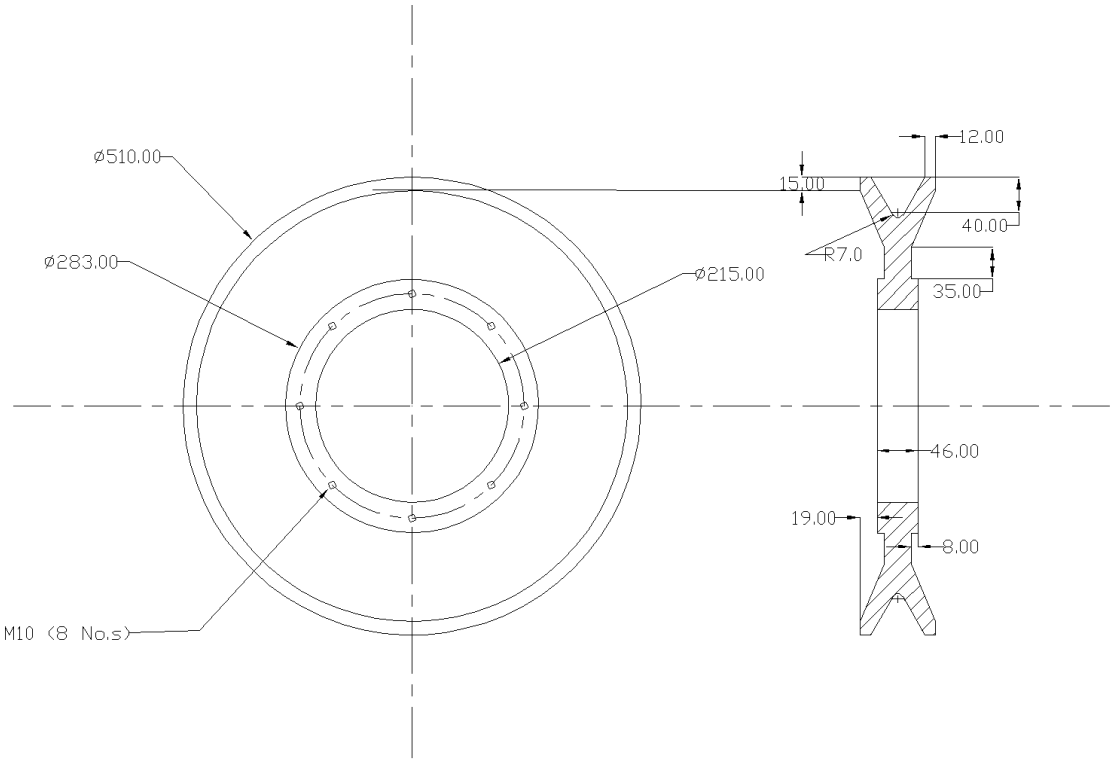
The product offered must comply to the following technical data and data referred in the data sheet that follows

1. Pulley

General: all the types of pulley included in the bid should be free from any kinds internal porosity and visible surface defects. Bidder should ensure the machined surface and dimension before dispatch of the goods. Should any defect be visible during the on-site machining of the goods, bidders shall be responsible for replacement of the same.

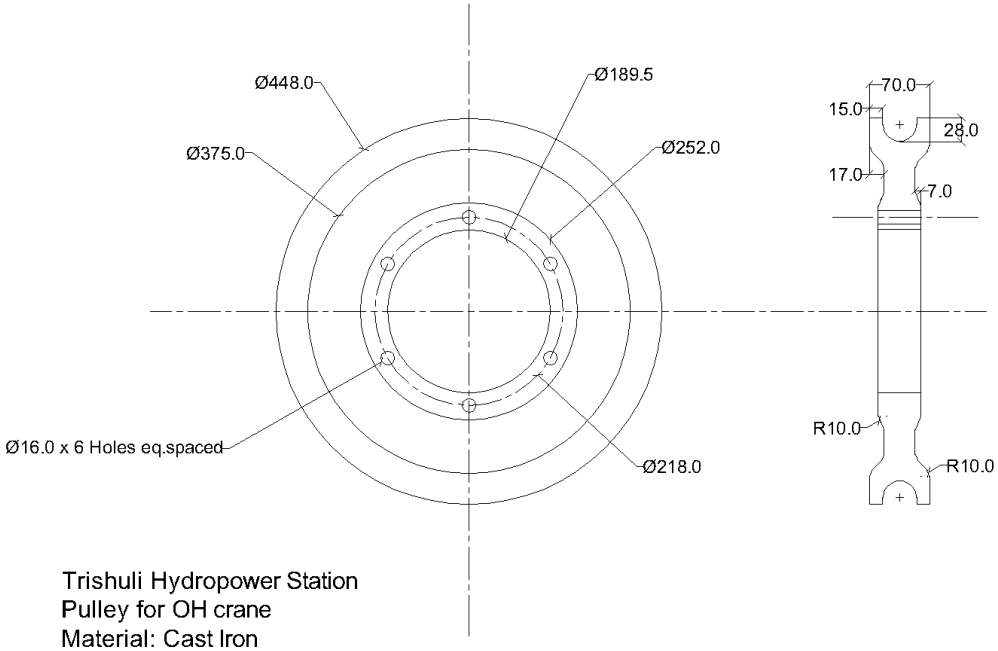
1.1. Pulley for 5 ton hook: As per sample

1.2. Pulley I for 25 ton hook



Trishuli Hydropower Station
Pulley I for 25 Ton Overhead Crane
Bearing 6224

1.3. Pulley II for 25 ton hook



Trishuli Hydropower Station
Pulley for OH crane
Material: Cast Iron
Dimensions are in mm
(Circular edges are to be chamfered with R10 fillet)

1.4. Pulley for compressor motor:

1. Nominal Size: 7”
2. Groove type: double (B type)
3. Shaft Hole (as per motor shaft size)
4. Key way with key (as per motor shaft size)

1.5. Pulley for Lubricating Oil Pump: As per sample

2. HSS Tool Bits

- **a.** Type: Square bar
- **b.** Material: High speed steel

3. Tip tools

3.1 Screw type :

a. Shape: Triangle
b. Material: Tungsten Carbide
c. Size: 08

3.2 Brazing type:

a. Shape: Triangle
b. Material: Tungsten Carbide
c. Size: 08

4. Tip tool holder for tools

Size- for 08 size tip tool

General type

5. Pump spare parts

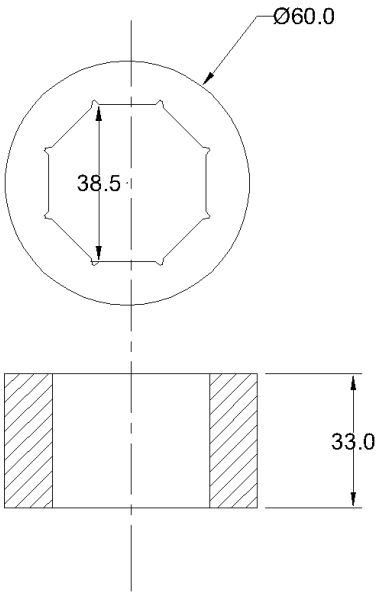
5.1 Rubber Bush:

General: the bush should be durable for continuous use with the pump shaft and should be free from any sort of visible defects, abrasive particles and inaccuracies.

Material – Rubber (Neoprene)

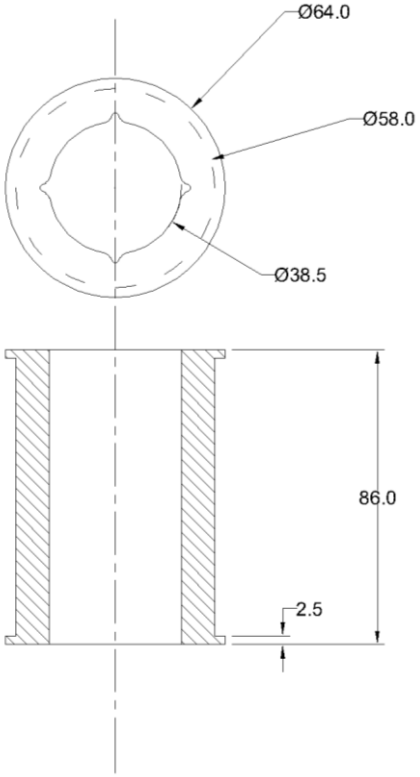
Shore hardness: 65-70 (Shore A)

5.1 ID:38.5x OD:60xH:33



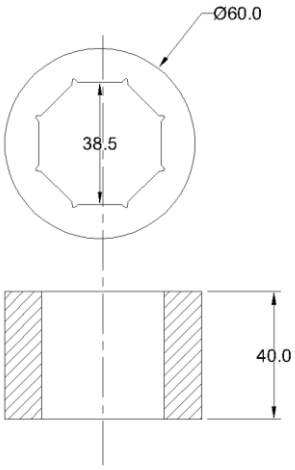
Rubber Bush for VT Pump (BALUJA II)
BR-VT/N2-38.5/60/33

5.2 ID:38.5x OD:58xH:86



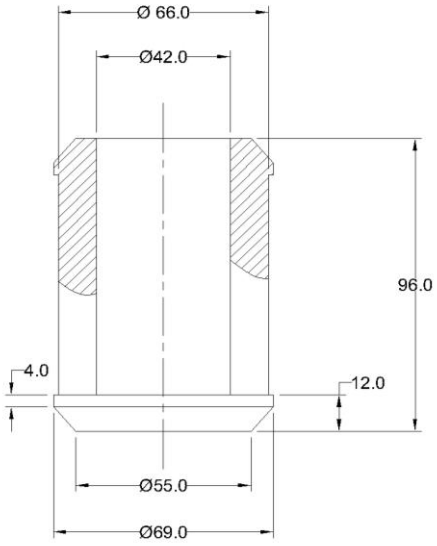
Rubber Bush for VT Pump (BALUJA II)
BR-VT/N1/2-38.5/58/86

5.1 ID:38.5x OD:60xH:40



Rubber Bush for VT Pump (BALUJA I)
BR-VT/N1-38.5/60/40

5.2 ID:42x OD:66xH:96

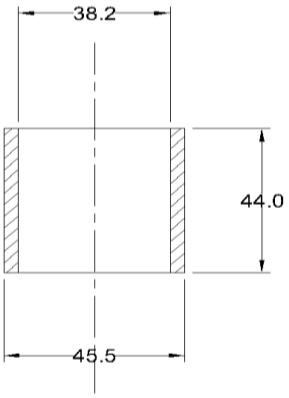


Rubber Bush for VT Pump (Old)
BR-VT/O-42/66/96

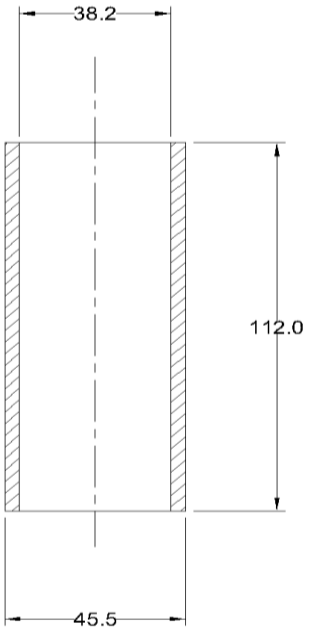
5.5 Gun metal Bush

General: the bush should be durable for continuous use with the pump shaft and should be free from any sort of visible defects and inaccuracies.

Material: Cast Gun Metal

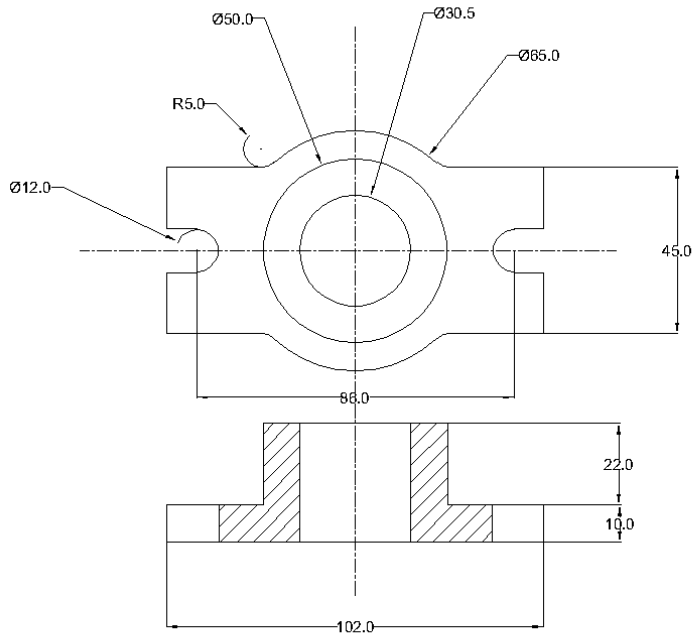


Gun Metal Bush for VT Pump
(BALUJA I & II)
BM-VT/N1/2-38.2/45.5/44



Gun Metal Bush for VT Pump
(BALUJA I & II)
BM-VT/N1/2-38.2/45.5/112

5.7 Gland Packing bracket I (Material: Gun Metal)



Gland Packing Housing for VT pump (new)

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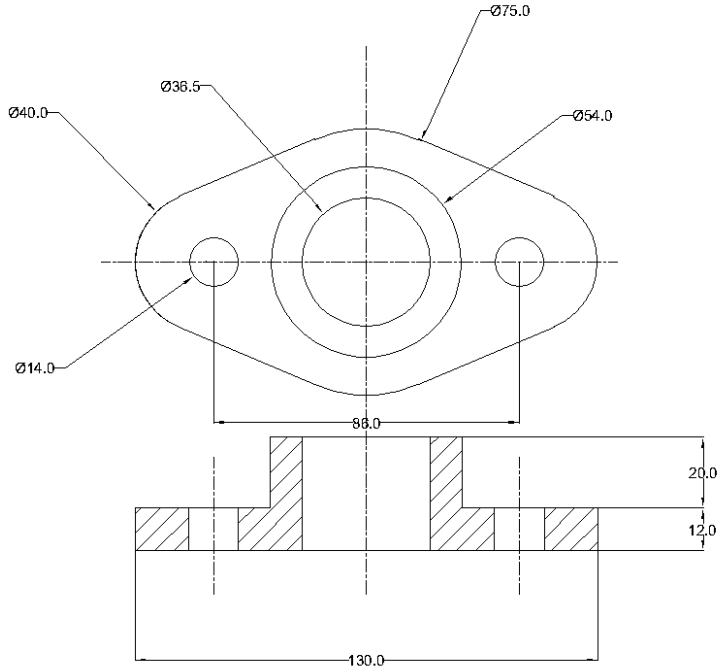
5.7 Gland Packing bracket II (Material: Gun Metal)



Gland Packing Housing for VT pump (old)

Technical data sheet

	Description	NEA Requirement	To be filled by bidder
1	Pulley		
1.1	Material	Cast Iron	
1.2	Rated load	Refer to technical Specification	
1.3	Dimension	As per Drawing/ Sample	
2	HSS tools Bits		
2.1	Type	General use for turning purpose	
2.2	Material	HSS	
2.3	Manufacturer	JK/Totem/equivalent	
3	Tip Tools		
3.1	Type	General use for turning purpose	
3.2	Material	Tungsten Carbide	
3.3	Manufacturer	JK/Totem/equivalent	
4	Tip Tools holder		
4.1	Type	General use for tip holding purpose	
4.2	Size	As per tip tool size	
5	Pump Spare Parts		
5.1	Rubber Bush		
	Material	Neoprene (Shore A:65-70)	
5.2	Gun Metal Bush		
	Material	Gun Metal (for Bushing quality)	
5.3	Gland Packing Bracket		
	Material	Gun Metal (for Bushing quality)	

NOTE

Bidders are strictly advised to submit the specified documents in Technical Data Sheet and documentary evidence during the submission of hard copy. NEA (purchaser) hereby reserves the right to reject the bidder's proposal during the evaluation process which doesn't carry the complete set of documents with its own judgment

Section VI. Sample Forms

1. Quotation and Price Schedules

Date:

To,

The chief,
Trishuli Hydropower Station,
Nepal Electricity Authority,
Trishuli, Nuwakot.

Gentlemen and/or Ladies:

Having examined the Sealed Quotation (SQ) documents, we the undersigned, offer to supply and deliver ***SUPPLY AND DELIVERY OF MISCELLANEOUS ITEMS*** 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 **as stated in the SCC** 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
Generation, Operation & Maintenance
TrishuliHydroPower Station, Trishuli, Nuwakot, Nepal
SEALED QUOTATION NO: **THPS-074/75-M/SQ-10**
BOQ:-*SUPPLY AND DELIVERY OF MISCELLANEOUS ITEMS*

S no.	Particular	unit	quantity	per unit rate (NRs.)	total amount (NRs.)
1	**Pulley**				
1.1	Pulley for 5 ton hook	Nos	4		
1.2	Pulley I for 25 ton hook	Nos	6		
1.3	Pulley II for 25 ton hook	Nos	5		
1.4	Pulley for compressor	Nos	5		
1.5	Pulley for lubricating oil pump	Nos	5		
2	**HSS Tool Bits**				
2.1	3/8"	Nos	15		
2.2	1/2"	Nos	15		
2.3	3/4"	Nos	15		
3	**Tip Tools**				
3.1	Screw Type	Nos	10		
3.2	Brazing type	Nos	10		
4	**Tip-Tool Holder**				
4.1	3/8"	Nos	3		
4.2	1/2"	Nos	3		
4.3	3/4"	Nos	3		
5	**Pump Spare parts**				
5.1	Rubber bush (ID:38.5xOD:60xH:33)	Nos	20		
5.2	Rubber bush (ID:38.5xOD:58xH:86)	Nos	20		
5.3	Rubber bush (ID:38.5xOD:60xH:40)	Nos	20		
5.4	Rubber bush (ID:42xOD:66xH:96)	Nos	20		
5.5	Gun Metal Bush (ID:38.2xOD:45.5xH:44)	Nos	5		
5.6	Gun Metal Bush (ID:38.2xOD:45.5xH:112)	Nos	5		
5.7	Gland Packing Bracket I	Nos	4		
5.8	Gland Packing Bracket II	Nos	4		
Total (without VAT)					
VAT@13%					
Grand Total					

Total Price up to Trishuli Hydro Power Station, Trishuli, Nuwakot, Nepal

(in Words)……

Signature of Bidder:

Company Seal:

Company Name	
Address	
Telephone	
Mobile No.	
Fax No.	
Email Address	

Bidders are strictly advised to duly fill up the contact form

2. Bid Security

Date :

To:
The chief,
Trishuli Hydropower Station,
Nepal Electricity Authority,
Trishuli, Nuwakot.

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 _____ 2018_____ between *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 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,
Trishuli Hydropower Station,
Nepal Electricity Authority,
Trishuli, Nuwakot.

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

To:
The chief,
Trishuli Hydropower Station,
Nepal Electricity Authority,
Trishuli, Nuwakot.

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,
Trishuli Hydropower Station,
Nepal Electricity Authority,
Trishuli, Nuwakot.

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.

7. Declaration letter

Date :

To:
The chief,
Trishuli Hydropower Station,
Nepal Electricity Authority,
Trishuli, Nuwakot.

It is hereby declared on behalf of ***[name of the bidder]*** *that we are not ineligible for the procurement proceedings, do not have any conflict of self into procurement proceedings and we have not been punished by authority in the related profession of the business dill date*

_____

[Signature for and on behalf of Manufacturer]

Note: This letter of declaration 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.

8. Declaration form for E bidding

S. No	Description		Issued to/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	Bid Forms				
8	Qualification Forms				
9	Complete Certified Audited Report of the Bidder (and each partner in case of JV)	First Year			
		Second Year			
		Last Year			
10	Bidder's letter of Experience	1			
		2			
		3			
11	Manufacturer's Authorization s	1			
		2			
12	Power of Attorney for signing the Bid Document & made the declaration				
13	Business License of Manufacturers	1			
		2			
14	User Certificates (Manufacturer)	1			
		2			
15	ISO Certificates	1			
		2			
16	Type Test Reports Of required as per specification)	1			
		2			
17	Technical Data Sheet	1			
18	Others	1			
		2			
		3			