



NEPAL ELECTRICITY AUTHORITY
नेपाल विद्युत प्राधिकरण

NEPAL ELECTRICITY AUTHORITY

(An Undertaking of Government of Nepal)

Generation Directorates

Generation Operation and Maintenance Department

Chatara Hydropower Station



Bid Document

For

Supply And Delivery of Electrical Items.

Sealed Quotation No: CHPS-2073/074-EM-SQ06/Re

First date of Re-Published:

2074/02/23

Last Date/Time of Purchasing:

2074/03/06 During office hour

Last Date/Time of Submission:

2074/02/07 Before 12:00 Noon

Date/time Of Opening:

2074/02/07 at 2:00 PM

May 2017

3/2007



3/2007

Acronyms

BDS	Bid Data Sheet
CIF	Cost, Insurance and Freight
CIP	Carriage and Insurance Paid to (<i>place</i>)
CPM	Critical Path Method
EDI	Electronic Data Interchange
ENAA	Engineering Advancement Association of Japan
EXW	Ex factory, ex works or ex warehouse
FCA	Free Carrier
FIDIC	Federation International des Ingenieurs Conseils (International Federation of Consulting Engineers)
FOB	Free on Board
GCC	General Conditions of Contract
	IBRD International Bank for Reconstruction and Development
ICC	International Chamber of Commerce
IDA	International Development Association
IFB	Invitation for Bids
ITB	Instructions to Bidders
SBD	Standard Bidding Document
SCC	Special Conditions of Contract
TS	Technical Specifications and Drawings
UNCITRAL	United Nations Commission on International Trade Law

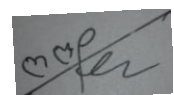
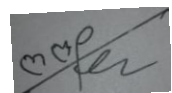


Table of Contents

Acronyms -----	2
Section I - Invitation for Bids (IFB) -----	5-6
Section II - Instructions to Bidders (ITB) -----	7-13
Section III - Conditions of Contract (CC) -----	14-18
Section IV - Schedule of Requirements -----	19
Section V - Technical Specifications -----	20-21
Section VI - Sample Forms -----	22-28





Nepal Electricity Authority

Generation Directorate

(Publication Date 2074/02/23)

National Competitive Bidding

Sealed Tenders/Quotations are invited for the following Schemes of Nepal Electricity Authority, Generation Directorate

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
Technical Support Department (TSD), Generation Directorate, Durbar Marg, Kathmandu, Nepal.								
1	Supply and Delivery of Computers & Printers	NEA-TSD-2073/074-01-SQ	Upto 2074/03/06	2074/03/07 till 12:00 Noon & 02:00 PM, Technical Support Department, Kathmandu, Nepal	NRS. 500/-	Nrs. 28,000/-	Technical Support Department, Generation Directorate, Durbar Marg, Kathmandu	Nepal Rashtira Bank, Thapathali, Kathmandu Current A/C no. 1206101001012524
Chatara Hydro Power Station (CHPS), Chatara, Sunsari								
1	Supply and Delivery of Electrical Items	CHPS-2073/074-MSQ05/RE	Upto 2074/03/06	2074/03/07 till 12:00 Noon & 02:00 PM, Chatara HPS, Chatara, Sunsari	Nrs. 500/-	Nrs. 17,000/-	Medium Generation O&M Dept., Durbar Marg, Kathmandu, & Chatara HPS, Chatara	Nabil Bank, Itahari A/C No. 0901017500243

For Further details and downloading of Bid Documents please visit our Website <http://www.nea.org.np> or Contact at Tel. No. 01-4153081, 01-4153068 (MGOMD) & 025-550077 (CHPS) & 01-4153047 (TSD)

3007



3007

Section I. Invitation for Sealed Quotation

Nepal Electricity Authority
Medium Generation Operation and Maintenance Department
Chatara Hydropower Station
Chatara, Sunsari

Invitation for Sealed Quotation

Date of first Publication **2074/02/23**

1. Nepal Electricity Authority, Chatara Hydropower Station chatara, sunsari invites sealed quotations from registered Suppliers for the following jobs.

s.no	Works/ Jobs	Tender No.	Sale of tender documents till date	Last date of bid submission, opening (time & place)	Cost of tender documents (Bank deposit)	Bid security/ bid-bond (Nrs) (bank deposit/bank guarantee)	Tender document available from	Estimated cost in Nrs (incl. Vat.)	Bank A/C no.
1.	Supply and Delivery of Electrical Items.	CHPS-073/074-ESQ06/Re	2074/03/06 office time	2074/03/07 at or before 12:00hr, and on and after 14:00hr at Chatara Hydropower Station, Chatara, Sunsari	500/-	17000/-	e-procurement on Nea website, Nea Medium G.O.M.Dept .Darbarmarg, Kathmandu. and Chatara Hydropower Station, Chatara, Sunsari	-	. 0901017500243 at NABIL Bank, Itahari

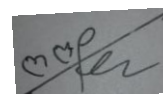
2. Interested eligible Bidders may obtain further information and inspect the Sealed quotation Forms at the office of
Nepal Electricity Authority
Medium Generation Operation and Maintenance Department
Chatara Hydropower Station
Chatara, Sunsari
Ph: - 025-550077
Fax: - 025-550077

Bidders may obtain further information pertaining to bid & e-bidding from NEA website www.nea.org.np for their reference.

3. Sealed Quotation Forms may be purchased by eligible Suppliers on the submission of a **Written Application, Notarized copy of Form/Company Registered Certificate, PAN/VAT Registration Certificate.** and **Tax clearance Certificate upto 2072/073** with deposited of a non-refundable fee of **Rs.500.00 on Itahari Nabil Bank ac no. 0901017500243 Chatara Hydropower Station, Chatara, Sunsari.**



4. Sealed Quotations must be submitted to the above office on or before **12:00pm** on 16th day from published date. Quotation received after this deadline shall not be accepted. Alternately, bidders may submit their bid electronically through e-procurement section in NEA Website <http://www.e-nea.org.np> as specified in the Instruction to Bidders.
5. Quotations must be valid for a period of **45 days** after opening of sealed quotations and must be accompanied by Cash Security or Bank Guarantee, amounting stated above which shall be **valid for 75 days** after opening of the Sealed Quotations.
6. If bidder wishes to submit the Cash Security, the cash should be deposited in Deposit Account No **0901017500243** at **Nabil Bank Itahari** and submit the receipt of the deposited amount of cash along with the Sealed Quotation.
7. Sealed Quotations shall be opened in the presence of Suppliers' representatives who choose to attend from **02:00 pm on 2074-03-07** at the office address mentioned above. Supplier representative is not necessary for bid opening.
8. If the last date of submission and opening falls on a government holiday then the next working day shall be considered the last day.
9. NEA reserves the right to accept or reject, wholly or partly any or all the Sealed Quotations without assigning any reason, whatsoever.



Section II. Instructions to Bidder

- 1. Scope of Works**

The Purchaser stated in the Invitation for Quotation invites bids for the supply and delivery 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) Notarized copy of up to date Firm/Company Registration Certificate.
 - b) Notarized copy of VAT and PAN Registration Certificates
 - c) Notarized copy of Tax Clearance Certificate up to 2072/073
 - d) Notarized Power of Attorney
 - e) Other documents as Specified in Technical Specification
 - f) A written declaration made by the Bidder stating that the Bidder is not ineligible to participate in the Bid; has no conflict of interest in the Bid procurement proceedings and has not been punished for the profession or business related offence.
- 3. One Bid per Bidder**

Each Bidder shall submit only one quotation, A Bidder who submits more than one quotation shall cause all the quotations with the Bidder's participation to be disqualified.
- 4. Content of Quotation Form**

The Quotation Form comprise the documents listed below:

 1. Invitation for Sealed Quotations
 2. Instructions to Bidders
 3. General Conditions of Contract (GCC)
 4. Form of Agreement
 5. Sample Forms
 6. Schedule of Requirements
 7. Technical Specifications
 8. Declaration form (for e-bidding)
- 5. Clarification**

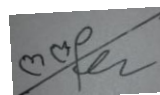
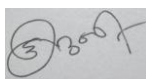
A prospective Supplier/Bidder may obtain clarification on the Quotation Form from the Purchaser stated in Invitation for Quotation.
- 6. Language of Quotation**

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
 - e. Documents Specified in clause 2 above
- 8. Quotation**

The Bidder shall indicate on the appropriate Price Schedule the unit



Prices	<p>prices (where applicable) and total price of the goods to be supplied under the contract.</p> <p>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.</p> <p>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.</p>
9. Quotation Validity	The Quotation shall remain valid for the period of 45 days after opening of the quotation.
10. Quotation Security	<p>The Bidder shall furnish a Security in Nepali Rupees in the amount not less than NRS 17000/-. The Bid Security shall remain valid for a period of 75 days after opening of the quotation.</p> <p>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.</p>
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	<p>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..</p> <p>The Purchaser shall prepare and provide minutes of the opening including the information disclosed to those present.</p>
17. Process to be Confidential	Information relating to the examination, evaluation and comparison of Quotations and recommendations for the award of a contract shall not be disclosed to Bidders or any other persons not officially concerned with such process until the award to the successful Bidder has been announced. Any efforts by the Bidder to influence the Purchaser in



the Quotation evaluation, comparison or contract award decisions may result in rejection of Bidder's quotation.

18. Examination of Quotations

Prior to the detailed evaluation of Quotations, the Purchaser shall determine whether each Quotation (a) meets the eligibility criteria defined in Clause 2;
(b) has been properly signed; (c) is accompanied by the required securities; and (d) is substantially responsive to the requirements of the Bidding documents.

19. Evaluation and Comparison of Quotations

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

- a. where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern; and
- b. where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted shall govern

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

20. Award of Contract

The Purchaser shall decide the award of the contract, within 15 days of the opening of the quotation, to the Bidder whose Quotation is within the approved estimate and who has offered the lowest evaluated Bid Price, provided that such Bidder has been determined to be eligible in accordance with the provisions of Clauses 2.

21. Purchaser's Right to Accept or Reject

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

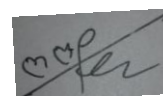
22. Notification of Award and Signing of Agreement

22.1 The Bidder whose Quotation is accepted and all other participating bidders shall be notified of the award by the Purchaser. Within 7 days of receipt of the notification, the successful Bidder shall deliver the Performance Security pursuant to Clause 23 and sign the Agreement.

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

23. Performance Security

The successful Bidder shall deliver to the Purchaser a Performance Security in cash or Bank Guarantee acceptable to the Purchaser equivalent to 5% of the Quotation amount.



Special Instruction to Bidders for E-Bidding

Section III

Special Instructions to Bidders for E-Bidding

General procedures for electronic bid submission (e-submission) is described below.

Bid preparation

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

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

- i) Interested bidders shall, either purchase the Bid Document directly from the Employer office or may download the bid document from the website and deposit the equivalent amount in the Revenue account of the employer as specified in the notice or/and Bid Document.
- ii) The Bidder shall fill the following documents and forms (in hard copy of issued bid documents), signed by the authorized representative with seal of the company
 - a) Bill of Quantity (BOQ) with rate, amount
 - b) Forms of Bid, Qualification Information
- iii) The Bidder shall then scan the completed original documents, forms in PDF files with appropriate filename shown in the table below.

S No	Document	PDF File Name	Requirement	Remarks
1	Letter of Bid	Letter of Bid-1	Mandatory	
2	Bid Security (Bank Guarantee)	Bid Security-2	Mandatory	
3	Company Registration	Company Reg-3	Mandatory	All firms of JV
4	VAT Registration	VAT Reg-4	Mandatory for National firms	All firms of JV
5	Tax clearances certificate for F/Y 072/73	Tax-5	Mandatory for National firms	All firms of JV
6	Power of Attorney of Bid Signatory	Power of Att-6	Mandatory	
7	Business Registration (License) Certificate	License-7	Mandatory	
8	Bank Voucher for Cost of Bidding document	Voucher-8	Mandatory	
9	Joint Venture Agreement	JV-Doc-9	Mandatory for JV Firm	In case of JV
10	Qualification Information	Qualifications-10	Mandatory	
11	Applicable Price Adjustment Table	Price adjust-11	Mandatory if applicable	
12	Complete BOQ	BOQ-12	Mandatory	
13	Eligibility Information	Eligibility-13	Mandatory	Additional Documents
14	Schedule of Requirement	Sch. Of Req.-14	Mandatory	



15	Manufacturers Authorization	Auth-15	Not Mandatory
16	Technical Data Sheet	TDS-16	Mandatory
17	Catalogues mentioned in Technical Specification	Catalogues-17	Mandatory
18	Type Test Certificate	Certificate-18	Not Mandatory
19	ISO certificates	ISO-19	Not Mandatory

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

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

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

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

In case of e-submission of bid, the bidder shall submit his bid electronically in PDF files in the manner as specified above and additional submission of hard copy of "Original plus one copy of bid" is not mandatory. In case both the electronic bid and original bid in hard copy are submitted to the Employer within the specified time period, the Bidder's electronic bid and original bid in hard copy will be accepted for evaluation provided the Bid price in Bill of Quantity Sheet is same. If there is any discrepancy in Bid price in Bill of Quantity between the electronic and original bid in hard copy it will be treated as two separate bids from one Bidder and hence, both the electronic bid and original bid in hard copy shall be disqualified, as per ITB Clause.

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

The deadline for e-submission of bids shall be;

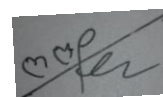
- Bidders shall be also explained about the details of e-submission procedures in the pre-bid meeting.
- The e-procurement system will accept the e-submission of bid during office hours from the date after publishing the notice and will automatically not allow the e-submission of bid after the deadline for submission of bid, as specified above.
- The standard time for e-submission is Nepalese standard time as set out in the server of NEA.
- In case of e-submission of bid, the Bidder shall submit his bid electronically in PDF files in the manner as specified in ITB Clause only, and submission of "original plus one copy" shall not be required before deadline for submission time as per ITB Clause.

Provision for Substitution or Modification or Withdrawal of Bid

When a bidder submits his bid in hard copy the e-procurement section does not allow the Bidder to submit his Substitution, or Modification, or Withdrawal through e-procurement section of NEA's Web site.

In case of e-submitted bid;

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



-
- For Modification or Withdrawal of bid the Bidder is required to submit PDF scan copy of their Modification or Withdrawal letter and a written Power of Attorney of the signatory for Modification/Withdrawal, duly signed by Authorized Representative/s of the Firm / all authorized Joint Venture partners.

Bid opening for e-submitted bid;

- Electronically submitted bid shall be opened first at the same time and date as specified in the ITB and IFB notice.
- The e-procurement system allows the Employer to download and open the e-submitted bid files from bidders only after the time for opening the bids.
- The e-submitted bids must be readable through open standards interfaces. Unreadable and or partially submitted bid files (not complying the ITB Clauses) shall be considered incomplete and rejected for further bid evaluation.
- After opening of e-submitted bids files, all files shall be printed and recorded at the time of bid opening.

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

Clarification of Bid

In case of e-submission of bid, the Bidder shall be required to submit the original completed Bid consisting of Forms of Bid, Qualification Information, Special Conditions of Contract, Bill of Quantities, Supplementary Information and other clarifications for verification purpose upon notification to do so from the Employer.

Examination of e-submitted Bids and Determination of Responsiveness

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

Evaluation and Comparison of e-submitted Bids

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

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

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

1. Prepare the paper bid document

- Either purchase the Bid Document directly from the Employer office or may download the bid document from the website and deposit the equivalent amount in the Revenue account of the employer as specified in the notice or/and Bid Document.
- Fill the rates and amount in BOQ,
- Fill the Bid Form,
- Prepare the necessary copy of Company registration, VAT/PAN registration, Tax clearance certificate,
- Prepare the necessary specific papers like Power of Attorney for bid signatory, Joint Venture agreement, if bidding in JV,



-
- Prepare summary of qualification information sheet (Financial turnover, Experience, Manpower, Equipment, Credit line, Litigation etc) in the specified format,
 - Prepare the bid guarantee letter for the specified bid security amount and in the specified format,

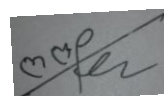
2. Prepare the Electronic bid files in pdf format

Once prepared the above paper documents the bidder shall prepare the electronic bid files in pdf format as follows;

- Scan the above documents in pdf format, give the specific file name for each document,
- Prepare all scanned bid files in pdf format and save them in a separate folder in own computer to ease bid uploading process.

3. Electronic bid submission

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



Section III. Conditions of Contract

1. **Definitions**
- 1.1 In this contract, the following terms shall be interpreted as indicated:
- a. "The Contract" means the agreement entered into between the Purchaser and the Supplier, as recorded in the Contract Form Signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein;
 - b. "The Contract Price" means the price payable to the Supplier under the contract for the full and proper performance of its contractual obligation;
 - c. "The Goods" means Equipment and related Accessories and spare-parts or any other materials which the Supplier is required to supply to the Purchaser under the contract;
 - d. "Services" means services ancillary to the supply of the goods such as transportation and insurance including the installation, commissioning and the operational and maintenance training of the supplied equipment.
 - e. "The Purchaser" means the procuring entity purchasing the goods;
 - f. "The Supplier" means the organization supplying the goods and services under this contract.
2. **Technical Specification**
- 2.1 The goods supplied under this contract shall confirm to the standards mentioned in the Technical Specification.
3. **Patent Right**
- 3.1 The Supplier shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of goods or any part thereof in the Purchaser's country.
4. **Performance Security**
- 4.1 Within seven days (7) of receipt of award of contract from the Purchaser the successful Bidder shall furnish the performance security in accordance with the Sub - Clause 4.3 of the Conditions of Contract in the Performance Security Form provided in the Bidding Documents.
- 4.2 Failure of the successful Supplier to comply with the requirement of Sub - clause 4.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the Purchaser may make the award to the next lowest Supplier or call for new sealed quotations.
- 4.3 The performance security will be as follows:
- I) If bid price of the bidder selected for acceptance is up to 15 (fifteen) percent less than the approved cost estimate, the performance security amount shall be 5 (five) percent of the bid price.
 - II) For the bid bid price less than 15 percent of the cost estimate, the performance security amount shall be determined as follows:
- Performance Security Amount = [(0.85 x Cost Estimate – Bid Price) x 0.5] + 5% of Bid Price.**



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

a.

- 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 delivery of the Goods under the Contract.

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

14.3 Notwithstanding any reference to arbitration herein,

- a. the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
- b. the Purchaser shall pay the Supplier any monies due the Supplier.

15. Governing Language

15.1 The Governing Language shall be: Nepali or English

16. Applicable Law

16.1 The applicable law shall be Laws of Nepal / Financial Administration Regulations 2068, NEA.

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 carryout the following acts with an intention to influence the implementation of the procurement process or the procurement agreement :

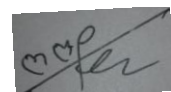
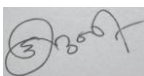
- a. give or propose improper inducement directly or indirectly,
- b. distortion or misrepresentation of facts
- c. engaging or being involved in corrupt or fraudulent practice
- d. interference in participation of other prospective bidders.



-
- e. coercion or threatening directly or indirectly to impair or harm, any party or the property of the party involved in the procurement proceedings,
 - f. collusive practice among bidders before or after submission of bids for distribution of works among bidders or fixing artificial/uncompetitive bid price with an intention to deprive the Purchaser the benefit of open competitive bid price..
 - g. contacting the Purchaser with an intention to influence the Purchaser with regards to the bid or interference of any kind in examination and evaluation of the bids during the period after opening of bids up to the notification of award of contract

21.Blacklisting Supplier

- 21.1 Without prejudice to any right of the Purchaser under this Contract, the GoN, Public Procurement and Monitoring Office(PPMO) may blacklist a Supplier for his conduct up to three years on the following grounds and seriousness of the act committed by the supplier:
- a. if it is proved that the supplier committed acts pursuant to the Sub - clause 20.2,
 - b. if the supplier fails to sign an agreement pursuant to ITB Clause 22,
 - c. if it is proved later that the supplier had committed substantial defect in implementation of the contract or had not substantially fulfilled his obligations under the contract or the completed work is not of the specified quality as per the contract ,
 - d. if convicted by a court of law in a criminal offence which disqualifies the supplier from participating in the contract.
- 21.2 A Supplier declared blacklisted and ineligible by the GON shall be ineligible to bid for a contract during the period of time determined by PPMO.



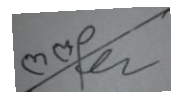
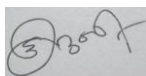
Section IV. Schedule of Requirements

The delivery schedule expressed as weeks/months stipulates hereafter a delivery date which is the date of delivery (i) at EXW premises, or (ii) to the carrier at the port of shipment when the contract is placed on FOB or CIF terms, or (iii) to the first carrier when the contract is placed on FCA or CIP terms. In order to determine the correct date of delivery hereafter specified, the Purchaser has taken into account the additional time that will be needed for international or national transit to the Project Site or to another common place.¹

Number	Description	Quantity	Delivery schedule (days)
1	All items in BOQ	All	45

Delivery Site: Chatara Hydropower Station, Chatara, Sunsari, Nepal.

¹ The delivery may be specified for a single shipment, or for several partial shipments, for a specific date, or range of acceptable delivery periods.



Section V Technical Specifications

TECHNICAL DATA SHEET

S. No.	Description/ Brands	NEA Requirement	To be filled by the bidder
1	Current Transformer		
i	Manufacturer	Any	
ii	Voltage	11 Kv	
iii	Ratio	125/1A	
iv	Class	1.0	
v	Type	Molded Cast Resin	
vi	Manufacturer's valid ISO 9001 certificate	To be submitted	
vii	Manufacturer's authorization	To be submitted	
2	Voltage Transformer		
i	Manufacturer	Any	
ii	Voltage	11 Kv	
iii	Ratio	11000/110 VAC	
iv	VA	100	
v	Class	1.0	
v	Type	Molded Cast Resin	
vi	Manufacturer's valid ISO certificate	To be submitted	
vii	Manufacturer's authorization	To be submitted	
3	Check Synchronizing Relay		
i	Manufacturer	Any	
ii	Input Voltage	63.5 VAC	
iii	Setting	2-10%	
iv	MTA	10 ⁰	
v	Time setting	0.25-1 sec	
vi	Manufacturer's valid ISO certificate	To be submitted	
vii	Manufacturer's authorization	To be submitted	
4	Frequency Balance Relay		
i	Manufacturer	Any	
ii	Input Voltage	110 VAC	
iii	Pulse Duration	0.2-1 sec	
iv	Type	FN1	
v	Manufacturer's valid ISO certificate	To be submitted	
vi	Manufacturer's authorization	To be submitted	



S. No.	Description/ Power House	NEA Requirement	To be filled by the bidder
5	Voltage Balance Relay		
i	Manufacturer	Any	
ii	Input Voltage	110 VAC	
iii	Pulse Pause	U1<U2 & U1>U2 (adjustable)	
iv	Type	UN1	
v	Manufacturer's valid ISO certificate	To be submitted	
vi	Manufacturer's authorization	To be submitted	
6	Synchronizing Switch		
i	Manufacturer	Any	
ii	Contact	16-32A	
iii	Manufacturer's valid ISO 9001 certificate	To be submitted	
iv	Manufacturer's authorization	To be submitted	
7	Synchronizing Selector Switch		
i	Manufacturer	Any	
ii	Contact	16-32 A	
iii	Stage	4	
iv	Manufacturer's valid ISO 9001 certificate	To be submitted	
v	Manufacturer's authorization	To be submitted	

3/30/07



Handwritten signature or initials.

Section VI. Sample Forms

1. Quotation and Price Schedules

Date:

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

Gentlemen and/or Ladies:

Having examined the Sealed Quotation (SQ) documents, we the undersigned, offer to supply and deliver *[Supply and Delivery of Electrical 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 Five (5) percent of the Contract Price for the due performance of the Contract, in the form prescribed by the Purchaser.

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

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

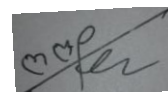
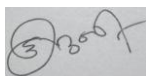
We understand that you are not bound to accept the lowest or any SQ you may receive.

Dated this _____ day of _____ 20_____.

[signature]

[in the capacity of]

Duly authorized to sign SQ for and on behalf of _____



Chatara Hydropower station
Chatara, Sunsari, Nepal.
F/Y:2073/074
Bill of Quantity

Supply and Delivery of Electrical Items at Chatara Hydropower Station.

s.n	Description	Qty	Unit	Unit price	Unit price in words	Total Amount	Remarks
1	Current Transformer	1	set				
2	Voltage Transformer	1	set				
3	Check Synchronizing Relay	1	nos				
4	Frequency Balance Relay	1	nos				
5	Voltage Balance Relay	1	nos				
6	Synchronizing Switch	1	nos				
7	Synchronizing Selector Switch	1	nos				
Total:							
13% Vat							
Grand Total:							

Total amount in word Nrs:-

Name Of the Firm:

Address of the Firm:

Signature of Authorized Person:

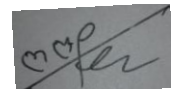
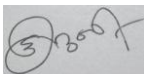
Date:

Contact Ph:

Fax no. :

Email ID:

Official Seal:



2. Bid Security

Date :

To

Nepal Electricity Authority
Chatara Hydropower Station
Chatara, Sunsari.

Whereas, *[name of Bidder]* (hereinafter called “the Bidder”) has submitted his Sealed Quotation (SQ) dated *[date of submission of SQ]* for the supply of *[name and/or description of the goods]* (hereinafter called “the Sealed Quotation”).

KNOW ALL PEOPLE by these presents that WE *[name of Bank]* of Nepal having our registered office at *[address of bank]* (hereinafter called “the Bank”) are bound unto *[name of the procuring entity]* (hereinafter called “the Purchaser”) in the sum of *[specify amount in figure and words]* for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this _____ day of _____ 20_____.

THE CONDITIONS of this obligation are:

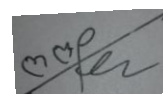
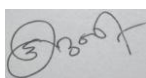
- (1) If, the Bidder withdraws its SQ during the period of bid validity specified by the Bidder on the SQ Form; or
- (2) If the Bidder having been notified of the acceptance of its SQ by the Purchaser during the period of bid validity:
 - (a) fails or refuses to execute the Contract Form, if required; or
 - (b) fails or refuses to furnish the performance security, in accordance with the Instruction to Bidders;

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

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

[signature of the bank]

[common seal of the bank]



3. Form of Agreement

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

WHEREAS the Purchaser invited Sealed Quotation for certain goods and ancillary services, viz., [brief description of goods and services] and has accepted a SQ by the Supplier for the supply of those goods and services in the sum of [contract price in words and figures] (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - a. Quotation Form and the Price Schedule submitted by the Supplier;
 - b. The Schedule of Requirements;
 - c. The Technical Specifications;
 - d. The Conditions of Contract; and
 - e. The Purchaser's Notification of Award.
3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

On behalf of the Purchaser

On behalf of the Supplier

Name:

Name:

Designation:

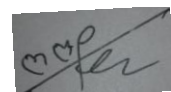
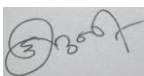
Designation:

Sign:

Sign:

Seal:

Seal:



4. Performance Security

Date :

To

Nepal Electricity Authority
Chatara Hydropower Station
Chatara, Sunsari.

WHEREAS *[name of Supplier]* (hereinafter called “the Supplier”) has undertaken, in pursuance of Contract No. *[reference number of the contract]* dated _____ 20____ to supply *[description of goods and services]* (hereinafter called “the Contract”).

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

AND WHEREAS we have agreed to give the Supplier a guarantee:

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

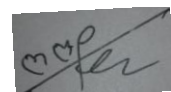
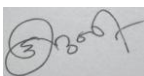
This guarantee is valid until the _____ day of _____ 20_____.

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]



5. Bank Guarantee for Advance Payment

To
Nepal Electricity Authority
Chatara Hydropower Station
Chatara, Sunsari.

[name of Contract]

Gentlemen and/or Ladies:

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

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

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

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

Yours truly,

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

