NEPAL ELECTRICITY AUTHORITY

(A Government of Nepal Undertaking)

Generation Directorate

Medium Generation Operation and Maintenance Department

Sunkoshi Hydro Power Station

Sealed Quotation No: SHPS-2073/074-MQ-21

Sealed Quotation Document

For

SUPPLY, DELIVERY AND INSTALLATION OF HYDRAULLIC PIPES OF DIFFERENT SIZES FOR 912 LITRONIC LIEBHERR HYDRAULLIC AT SUNKOSHI HPS

First Date of Notice Publication:	30th Ashad, 2074
Last Date/Time of Purchasing:	15th Shrawan, 2074 during Office Hour
Last Date/Time of Submission:	16th Shrawan, 2074 before 12:00
Time of Bid Opening:	16th Shrawan, 2074 after 14:00

NEPAL ELECTRICITY AUTHORITY
Generation Directorate
Medium Generation Operation and Maintenance Department
Sunkoshi Hydro Power Station
Tel: + 977 -011-482155
Fax: + 977 -011-482155

Issued to: M/S ……

……

Ashad 2074

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Section I
Invitation for Bids (IFB)

Section I
Invitation for Bids (IFB)

(First date of Publication: 30th Ashad 2074)

1. Nepal Electricity Authority (NEA), Generation Directorate, Medium Generation Operation & Maintenance Department, Sunkoshi Hydro Power Station invites wax sealed Quotations from reputable National Manufacturer/Supplier/Contractor or their authorized representatives for:

   SHPS-2073/074-MQ-21: SUPPLY, DELIVERY AND INSTALLATION OF HYDRAULLIC PIPES OF DIFFERENT SIZES FOR 912 LITRONIC LIEBHERR HYDRAULLIC AT SUNKOSHI HPS

2. A complete set of Bid Documents may be purchased during office hours on all working days by any interested Bidder from **30th Ashad 2074** onwards upon submission of a written application to the addresses below accompanied by a bank voucher (non-refundable) of **NRs.500.00** towards the cost of each Bidding Documents deposited in **SHPS's current A/C No: 104010002001 at Rastriya Banijya Bank, Dhulikhel, Kavre.** The Bid documents shall be available for sale up to **15th Shrawan, 2074** at the addresses given below.

   For the purpose of the Bidders who choose to submit their bid electronically through e-procurement section of NEA's website http://www.e-nea.org.np the bidders may either purchase the hard copy of Bidding Documents or may download the necessary parts of the documents, prepare their bid and submit the electronic bids as specified in the Instruction to Bidders (ITB). In case the bidder chooses to submit the Bid electronically, the Bidder shall be required to deposit the non-refundable fee as specified above and electronic scanned copy (*.pdf format) of the bank deposit voucher shall also be submitted along with the electronic bid files.

3. Bidders must produce an attested copy of the certificates of Company Registration, VAT registration, PAN registration and Tax clearance at the time of purchase of the Bid Documents.

4. All Bids accompanied by a Bid Bond amounting to minimum **NRs 20,000.00**, which shall be valid for 30 days beyond the Bid validity period, must be delivered in accordance with the Instructions to Bidders at or before **12:00** hour local time on or before **15th Shrawan, 2074** at office of **Sunkoshi Hydropower Station, Lamosanghu, Sindhupalchowk**.

   Alternatively, the Bidders may submit their Bid electronically through e-procurement section in NEA website http://www.e-nea.org.np as specified in the Instruction of Bidders (ITB). For E-Bidder the Bid Bond must be scanned and submitted along with the electronic Bid file in *.pdf format.

   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 submission and opening fall on a public holiday, Bid submission and opening 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 from the Office given below:

NEPAL ELECTRICITY AUTHORITY
Generation Directorate
Sunkoshi Hydro Power Station

Tel: + 977 -011-482155
Fax: + 977 -011-482155

Nepal Electricity Authority
Medium Generation O & M.
Durbar Marga, Kathmandu, Nepal

Tel: 01-4153172

Section II
Instructions to Bidders (ITB)

Section II
Instructions to Bidders (ITB)

1. Scope of Works

The Employer stated in the Invitation for Bid invites bids for the **SUPPLY, DELIVERY AND INSTALLATION OF HYDRAULLIC PIPES OF DIFFERENT SIZES FOR 912 LITRONIC LIEBHERR HYDRAULLIC AT SUNKOSHI HPS**

as detailed in attached specifications, drawings and the bill of quantities provided herein.

2. Eligible Bidder

The Invitation for Bids is open to all registered Suppliers/manufacturers/contractors with qualifications as described below:

a. Up to date Firm/Company Registration Certificate
b. VAT and PAN Registration Certificates
c. Tax Clearance Certificate
d. 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.
e. Power of Attorney
f. Other documents as specified in technical specifications

3. One Bid per Bidder

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

4. Cost of Bidding

The Bidder shall bear all costs associated with the preparation and submission of his/her Bid and the Employer shall in no case be liable for those costs.

5. Site Visit

The Bidder at his/her own cost, responsibility and risk may visit the site of the works and acquire all necessary information for preparing the Bid and entering into a contract for construction of the works.

6. Content of Bid Form

The Bid Form comprises the documents listed below:

a. Invitation for Bid (IFB)
b. Instructions to Bidders (ITB)
c. Special Instruction to Bidders for E-bidding
d. Forms of Bid, Schedule of Requirements and Bill of Quantities
e. Conditions of Contract (GCC)
f. Technical Specifications and Drawings
g. Sample Forms
h. Declaration form (for E-bidding)

7. Clarification

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

8. Language of Bid

All documents relating to the Bid shall be in English or in Nepali.

9. Documents Comprising Bid

The Bid by the Bidder shall comprise the following:

a. Forms of Bid and Priced Bill of Quantities
b. Bid Security
c. Schedule of Requirements
d. Catalogue and other documents specified in Technical Specifications of Section VI
e. Documents specified in clause 2 above.

10. Bid 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. The Bidder shall fill in rates and prices for all items of the works in Nepali Rupees and items for which no rate or price is entered shall be deemed covered by the other rates and prices in BOQ.

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 subjected to variation in any account.

11. Bid Validity

The Bid shall remain valid for the period of 45 days after opening of the Bid.

12. Bid Security

The Bidder shall furnish a Security in Nepali Rupees in the amount as mentioned in Section I: Invitation for Bids. The Bid Security shall remain valid for a period of 75 days after opening of the Bid.

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 Bid" or a bank guarantee from a bank acceptable to the Employer.

13. Format and Signing of Quotations

The Bid shall be typed or written in indelible ink and shall be signed by an authorized person. Any entries or amendments including alternations, additions or corrections made shall be initialed by the same authorized person.

14. Sealing and Marking of Quotations

The Bidder shall submit his/her Bid in sealed envelopes. The envelope shall be addressed to the Employer specified in the Invitation for Bid and shall bear the name and identification number of the Bid.

15. Deadline for Submission of Quotations

Quotations shall be delivered to the Employer at the address no later than the time and date specified in the Invitation for Bid.

16. Late Bid

Any Bid received by the Employer after the deadline shall not be accepted and shall be returned unopened to the Bidder upon request.

17. Modification and Withdrawal

Quotations once submitted shall not be withdrawn or modified.

18. Bid Opening

The Employer 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 Bid. The Employer shall prepare and provide minutes of the opening including the information disclosed to those present.

19. 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 Employer in the evaluation, comparison or contract award decisions may result in rejection of Bidder’s Bid.

20. Examination of Quotations

Prior to the detailed evaluation of Quotations, the Employer shall determine whether each Bid

a. meets the eligibility criteria defined in clause 2;
b. has properly signed;
c. is accompanied by the required securities;
d. is substantially responsive to the requirements of the bidding documents as listed in clause 9;

21. Evaluation and Comparison of Quotations

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

a. where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern;
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

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

22. Award of Contract

22.1 The Employer shall decide the award of the contract, within 15 days of the opening of the Bid, to the Bidder whose Bid 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 Clause 2.

22.2 If the bid, which results in the lowest Evaluated Bid price, is unbalanced or frontloaded in relation to the Employer’s estimate of the items of Work to be performed under the contract, the Employer shall ask the bidder to give clarification with detailed rate analysis for any or all items of the Bill of Quantities. If the clarification is found satisfactory then the Employer shall increase at the expense of the bidder, the performance security set forth in Clause 25 by an additional 8% of the quoted amount to protect the Employer against financial loss in the event of default of the successful bidder under the contract and if the clarification is found unsatisfactory then the Employer may reject such bid.

23. Employer's Right to Accept or Reject

The Employer reserves the right to accept or reject any Bid 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.

24. Notification of Award and Signing of Agreement

24.1. The Bidder whose Bid is accepted and all other participating bidders shall be notified of the award by the Employer.

24.2 The notification (hereafter called the "Letter of Acceptance") to the successful Bidder shall state the sum that the Employer shall pay the Bidder in consideration of the execution, completion, and maintenance of the works as described by the contract. Within 7 days of receipt of the Letter of Acceptance, the successful Bidder shall deliver the Performance Security pursuant to Clause 25 and sign the Agreement.

24.3 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.

25. Performance Security

i) If the bid price of the bidder selected for acceptance is up to 15 (fifteen) percent less than the approved cost estimate, the performance security amount shall be 5 (five) percent of the bid price.

ii) For the bid price less than 15 (fifteen) 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

26. Additional Securities

The Bidder may be required to provide additional Performance Security if the Employer determines that the rate quoted by the Bidder in the Bill of Quantities, are too low for execution of the contract. In such case, the Employer shall instruct the Bidder to provide additional 8% security for signing of the Contract Agreement. Bidder's failure to do provide additional security shall result in forfeiture of the Bid Security and award of the Contract to the next lowest evaluated Bidder.

27. Corrupt of Fraudulent Practices

The Employer shall reject a bid for award if it determines that the Bidder recommended for award of contract has engaged in corrupt or fraudulent practices in competing for the contract in question.

28. Conduct of Bidders

28.1 The Bidder shall be responsible to fulfill his/her obligations as per the requirement of the Contract Agreement, Bidding documents, GoN's Procurement Act and Regulation.

28.2 The Bidder shall not carry out or cause to carry out the following acts with an intention to influence the implementation of the procurement process or the procurement agreement:

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

e. coercion or threatening directly or indirectly to cause harm to the person or the property of any person to be 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 Employer the benefit of open competitive bid price,

g. Contacting the Employer with an intention to influence the Employer with regards to the bid or interference of any kind in examination and evaluation of bids during the period after opening of bids up to the notification of award of contract.

29. Blacklisting Bidder

29.1 Without prejudice to any other right of the Employer under this Contract, GoN, and Public Procurement Monitoring Office may blacklist a bidder for his/her conduct up to three years on the following grounds and seriousness of the act committed by the bidder:

a. If it is proved that the bidder committed acts pursuant to the Sub-clause 28.2,

b. If the fails to sign an agreement pursuant to Sub-clause 24.2,

c. If it is proved later that the bidder/contractor had committed substantial defect in implementation of the contract or had not substantially fulfilled his/her obligation under the contract or the completed work is not of the specified quality as per the contract,

d. If convicted by a court of law in a criminal offence which disqualifies the bidder from participating in the contract,

e. If it is proved that the contract agreement signed by the bidder was based on false or misrepresentation of bidder's qualification information,

f. Other acts mentioned in the Bidding Data.

29.1 A firm declared blacklisted and ineligible by the GoN shall be ineligible to bid for a contract during the period of time determined by the PPMO.

Section III
Special Instructions 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-	Not Mandatory	
11	Applicable Price Adjustment Table	Price adjust-11	Mandatory if applicable	
12	Complete BOQ	BOQ-12	Mandatory	
13	Eligibility Information	Eligibility-13	Not 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	Not Mandatory	

17	Catalogues mentioned in Technical Specification	Catalogues-17	Not 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 IV
Forms of Bid, Schedule of Requirements and Bill of Quantities

Section IV
Forms of Bid, Schedule of Requirements and Bill of Quantities

1. Forms of Bid

Forms of Bid

To:
The Station Manager
Sunkoshi Hydro Power Station
Lamosanghu, Sindhupalchowk

Gentlemen,

Having examined the bidding documents, we the undersigned, offer to ***[Name of Quotation]*** in conformity with the said BID documents for the sum of ***[Total BID 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 BID.

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

If our BID 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 Employer.

We agree to abide by this BID for a Period of ***45*** days from the date fixed for BID 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 BID, 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 BID you may receive.

Authorized Signature:

Name and Title of Signatory:

Name of Bidder:

Seal:

2. Schedule of Requirements

The delivery schedule expressed as weeks/months stipulates hereafter a delivery date which is the date of delivery

a. at the premise of **Sunkoshi Hydro Power Station; Lamosanghu, Sindhupalchowk**

In order to determine the correct date of delivery hereafter specified, the Employer 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.

S. No.	Description	Quantity	Delivery Schedule Required by NEA	Delivery Schedule to be proposed by Bidder
1	**SUPPLY, DELIVERY AND INSTALLATION OF HYDRAULLIC PIPES OF DIFFERENT SIZES FOR 912 LITRONIC LIEBHERR HYDRAULLIC AT SUNKOSHI HPS**	As per BOQ	**Within 60 days after the date of Agreement**	

Authorized Signature:

Name and Title of Signatory:

Name of Bidder:

Seal:

3. Price Schedule for the Goods

Please fill rate in figure and in words as well as amount duly.

S.N.	Description	Unit	Qty	Rate	Rate in words	Amount
1	Main Boom Cylinder line hose for Liebherr R912	Lot	4			
2	Arm Cylinder line hose for Liebherr R912	Lot	2			
3	Bucket Cylinder line hose for Liebherr R912	Pcs	2			
4	Hose line Boom Delivery for Liebherr R912	Pcs	2			
5	Control valve Hoses for Liebherr R912	Pcs	16			
6	Hose Oil cooler lines for Liebherr R912	Pcs	2			
7	Hydraulic hose delivery line main pump to control valve for Liebherr R912		2			
8	Return line hose for Liebherr R912		2			
9	Swing line hose control valve to swing motor for Liebherr R912		2			
10	Travel piping swivel joint to travel motor for Liebherr R912		8			
11	PPC work line hose for Liebherr R912		4			
12	PPC travel line hose for Liebherr R912		2			
13	Wrist control hydraulic hose for Liebherr R912		10			
					Total	
					13% VAT	
					Grand Total	

Grand total price (in words):

| --- | --- | --- |
| Name and Signature of Signatory | Name of Bidder | Seal of Bidder |

Note:
In case of discrepancy between unit price and total price, the unit price shall prevail.

Section V
Conditions of Contract (CC)

Section V
Conditions of Contract (CC)

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 Employer and the Bidder, as recorded in the contract form Signed by them, including all attachments and appendices thereto and all documents incorporated by reference therein;

b. "The Contract Price" means the price payable to the Bidder 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 Bidder is required to supply to the Employer 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 Employer" means the procuring entity purchasing the goods;

f. "The Bidder" means the one 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 Bidder shall indemnify the Purchase 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 Employer's country.

4. Performance Security

4.1 Within seven days (7) of receipt of award of contract from the Employer 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 Bidder 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 Employer may make the award to the next lowest Bidder or call for new sealed quotations.

4.3 The performance security will be as follows:

i) If the bid price of the bidder selected for acceptance is up to 15 (fifteen) percent less than the approved cost estimate, the performance security amount shall be 5 (five) percent of the bid price.

ii) For the bid price less than 15 (fifteen) 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

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 Bidders. The Bidder 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 Bidder.

5. Inspection and Tests

5.1 The Employer 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 Employer's premises.

6. Packing

6.1 The Bidder shall provide such packing of 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 Bidder in accordance with the terms specified by the Employer 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 Employer on a CIF or CIP basis to a specified destination, the Bidder shall arrange and pay for insurance, naming the Employer as the beneficiary and the Bidder shall be required to meet all transport and storage expenses until delivery.

9. Warranty

9.1 The Bidder 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 Employer after installation and commissioning of equipment by the Bidder.

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

9.4 Upon receipt of such notice, the Bidder shall, with all reasonable speed, replace the defective goods without cost to the Employer. The Bidder 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 Bidder's Sealed Quotation.

10.2 Payment of the goods supplied from within Nepal shall be made in Nepali Rupees in the following manner:

10.3 Payment of 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 Employer.

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 Bidder 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 Employer.

11. Prices

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

12. Changed Order

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

13. Liquidated Damages

13.1 If the Bidder fails to deliver any or all of the goods within the time period specified in the contract, the Employer 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% of the delayed goods' contract price. Once the maximum is reached, the Employer 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 Employer and the Bidder in connection with or arising out of the Contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

14.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Employer or Bidder 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.

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

b. 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 Employer shall pay the Bidder any monies due the Bidder.

15. Governing Language

15.1 The Governing Language shall be: Nepali or English

16. Applicable Law

16.1 The applicable law shall be Laws of Nepal.

17. Notices

17.1 Employer's address for notice purposes: As per IFB

17.2 Bidder's address for notice purposes: As per IFB

18. Taxes and Duties

18.1 The Bidder shall be entirely responsible for all taxes, duties, license fees and other such levies imposed by the GON.

19. Operation, Maintenance and Spare-parts Manuals

19.1 The successful Bidder shall supply 2 copies of manufacturer's operation, maintenance and spare-part manuals of the goods (Equipment).

20. Conduct of Bidders

20.1 The Bidder shall be responsible to fulfill his obligations as per the requirement of the Contract Agreement, Bidding documents, GoN's Procurement Act and Regulations.

20.2 The Bidder shall not carry out or cause to carry out the following acts with an intention to influence the implementation of the procurement process or the procurement agreement:

a. gives or proposes 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 Employer the benefit of open competitive bid price.

g. *contacting the Employer with an intention to influence the Employer 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 Bidder

21.1 Without prejudice to any right of the Employer under this Contract, the GoN, Public Procurement and Monitoring Office (PPMO) may blacklist a Bidder for his conduct up to three years on the following grounds and seriousness of the act committed by the Bidder:

a. if it is proved that the Bidder committed acts pursuant to the Sub – clause 20.2,

b. if the Bidder fails to sign an agreement pursuant to ITB Clause 22,

c. if it is proved later that the Bidder had committed substantial defect in implementation of the contract or had not substantially fulfilled his obligations

under the contract or the completed work is not of the specified quality as per the contract

d. if convicted by a court of law in a criminal offence which disqualifies the Bidder from participating in the contract.

21.2 A Bidder declared blacklisted and ineligible by the GON shall be ineligible to bid for the contract during the period of time determined by PPMO.

Section VI
Technical Specifications and Drawings

Section VI
Technical Specifications and Drawings

[Text of Technical Specifications to be inserted in the SQ documents by the Purchaser, as applicable.]

Steel Wire Reinforced Hydraulic Hoses can be used to transport hydraulic fluids under relatively high pressures and temperatures. In addition, oil resistant wire braided hoses can provide flexible connections between steel pipes in hydraulic systems. They can find applications in the field of mine hydraulic bucket, automatic hydraulic systems of oil field exploiting machine, mine projects and other industrial sectors such as jackhammer component. It can withstand the temperature of -40 ^{0}C to + 100 ^{0}C and the maximum temperature can be +125 ^{0}C.

In order to provide flexible connections in hydraulic systems plumbed with steel tubing or steel pipe, double wire braid hoses can be used which have a rubber tube, double layer of braided steel wire and a rubber cover. When the single wire braid hose cannot provide a measure of safety then a second layer of wire braiding is added. And there are two reasons to consider for this: the extra wire provides for higher working pressure and the interior braid is still protected if the hose cover has been damaged and the exterior braid may rust and fail. This is an important consideration where hoses are subjected external damage and then left out in the open weather. These types of pipes can bear very high temperature, pressure and vacuum. All possibilities of burst have been reduced to a great extent because of the fabrication of the second wire braid.

Size: The supplier should visit the site and take the dimensions of the hydraulic pipes and may refer the old pipes for sample as per requirement.

Construction: It is made of oil resistant synthetic rubber lining of oil resistant, two types wire braid reinforcement separated by synthetic rubber layer and synthetic rubber that is oil, fuel, weather and abrasion resistant.

All the necessary works and installation works should be carried out as per instructions of the concerned Heavy Equipment Operators and Mechanical Engineers of Sunkoshi Hydropower Station and materials to be used should be of ISO standard.

Section VII
Sample Forms

Section VII
Sample Forms

1. Bid Security

Bid Security

Date:
To: The Station Manager
Sunkoshi Hydro Power Station
Lamosanghu, Sindhupalchowk

WHEREAS, ***[name of Bidder]*** (hereinafter called "the Bidder") has submitted his Sealed Quotation (SQ) dated ***[date of submission of SQ]*** for the supply and delivery of *[Name **of 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 ***Sunkoshi Hydro Power Station*** (hereinafter called "the Employer") in the sum of ***[specify amount in figure and words]*** for which payment well and truly to be made to the said Employer, 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 Employer 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 Employer up to the above amount upon receipt of its first written demand, without the Employer's having to substantiate its demand, provided that in its demand the Employer 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]

2. Letter of Intention to Award

Date:

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

Subject: Intention to Award

This is to notify you in accordance with the Instruction to Bidders that it is our intention to award the contract *[name of the Contract and identification number, as given in the* Contract Data a*nd/or CC]* to you as your Bid price of the equivalent, of *[amount in numbers and words in Nepalese Rupees]*, as corrected and modified in accordance with the Instructions to Bidders, is determined to be substantially responsive and lowest evaluated Bid price.

[Name of the Station Manager or person Authorized by him]

CC:

Other Bidders Name and Address

Note

The Intention to Award the contract may be published in National Daily, or may be email to the E-mail of respective bidders.

So Please give your detail mailing address as well as e-mails.

3. Letter of Acceptance

Date:

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

Subject: Letter of Acceptance

This is to notify you that your Bid dated *[date]* for execution of the *[name of the Contract and identification number, as given in the* Contract Data *and/or CC]* for the Contract Price of the equivalent, of *[amount in numbers and words in Nepalese Rupees]*, as corrected and modified in accordance with the Instructions to Bidders is hereby accepted by our Agency.

You are hereby instructed to precede with the execution of the said Works in accordance with the Contract documents.

Authorized Signature:

Name and Title of Signatory:

Name of Agency:

Attachment: Agreement

4. Form of Agreement

THIS AGREEMENT made on the _____ between NEA, The Station Manager, Sunkoshi Hydro Power Station; Lamosanghu, Sindhupalchowk (hereinafter called "the Employer") of the one part and _____ (hereinafter called "the Bidder") of the other part:

WHEREAS the Employer invited Sealed Quotation for [Name of Goods and Services] and has accepted a SQ by the Bidder for the supply of those goods and services in the sum of NRs. _____ i.e. _____ including VAT (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSED 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. Bidding Form and the Bill of Quantities submitted by the Bidder;
   b. The Schedule of Requirements;
   c. The Technical Specifications;
   d. The Conditions of Contract; and
   e. The Employer's Notification of Award.
3. In consideration of the payments to be made by the Employer to the Bidder as hereinafter mentioned, the Bidder hereby covenants with the Employer to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Employer hereby covenants to pay the Bidder in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the Contract.

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

	On behalf of the Employer	On behalf of the Bidder
Name:	_____	_____
Designation:	_____	_____
Sign:		
Seal:		

5. Performance Security

Performance Security

Date:

To:

The Station Manager

Sunkoshi Hydro Power Station

Lamosanghu, Sindhupalchowk

WHEREAS ***[name of Bidder]*** (hereinafter called "the Bidder") has undertaken, in pursuance of Sealed Quotation No: ***[reference number of the SQ]*** dated _____ 20_____ to supply and delivery of ***[Title of works]*** (hereinafter called "the Sealed Quotation").

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

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

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Bidder, 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 Bidder 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]

6. Bank Guarantee for Advance Payment

Bank Guarantee for Advance Payment

The Station Manager
Sunkoshi Hydro Power Station
Lamosanghu, Sindhupalchowk

[Title of Bids]

Gentlemen and/or Ladies:

In accordance with the payment provision included in the Contract, which amends Clause 10 of the Conditions of Contract to provide for advance payment, ***[name and address of Bidder]*** (hereinafter called "the Bidder") shall deposit with the Employer 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 Bidder, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to the Employer on its first demand without whatsoever right of objection on our part and without its first claim to the Bidder, 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 Employer and the Bidder, 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 Employer receives full repayment of the same amount from the Bidder.

Yours truly,

Signature and seal of the Guarantors

[Name of bank or financial institution]

[Address]

[Date]

7. Power of Attorney

Power of Attorney

Date

To,
The Station Manager
Sunkoshi Hydro Power Station
Lamosanghu, Sindhupalchowk

Subject: Power of Attorney

This is to certify that ***Mr./Mrs.*** *[Name of Person who is given the power of attorney, Position of the person]* whose signature is illustrated below is duly authorized to sign, negotiate and do all needful for the Bids *[Name of the bid and its number]* on the behalf of this company/firm.

[Signature of the person who is given the power of attorney]

[Name of the person]

[Name of the head of the firm/company]
[Position]

Note

If the letter of Power of Attorney is not submitted, it will be understood that the head of the company/firm himself/herself is signing, negotiating for the contract.

The signature of the head in the bidding documents should match the signature of the company/firm registration certificates. If the signature does not match, the bid will not be consider for further evaluation.

8. Declaration of Eligibility of the Bidder

Declaration of Eligibility

Date

To,

The Station Manager

Sunkoshi Hydro Power Station

Lamosanghu, Sindhupalchowk

We hereby declare that we are not ineligible to participate in the Bid; has no conflict of interest in the proposed bid procurement proceedings and has not been punished for the profession or businesses related offence.

Thanking you,

Yours Truly

[Name of Signatory]

[Position]

Section VIII
Eligibility Information and Declaration Forms

Section VIII
Eligibility Information and Declaration Forms

1. Eligibility Information

All the Bidders shall submit the following documents as pre-requisites for eligibility. Failure in such case causes the bids to be disqualified.

Constitution or legal status of the Bidder

a. Up to date Company/Firm Registration Certificate [Attach Copy]

b. Place of Registration [.....]

c. Principal Place of Business [.....]

c. VAT and PAN Registration Certificate [Attach Copy]

d. Up to Date Tax Clearance Certificate [Attach Copy]

e. Power of Attorney as per sample in Section VII [Attach Copy]

f. A written declaration of eligibility as per sample in Section VII [Attach Copy]

Technical Documents required submitting.

a. Technical leaflets or literature and Technical Data sheet of Insulator.

b. Technical leaflets or literature and Technical Data Sheet of LA.

b. Type Test Certificate

c. ISO Certificate

c. Duly filled Technical Data Sheet

2. Declaration Form

The bidder who wishes to submit the bidding documents in hard copy shall fill the following table and submit it along with the bidding documents which will later be study during opening of the bid.

S.No.	Description	If Applicable		Date of issue	No. of Pages
		Issued to	Issued by		
1	Notarized Power of Attorney				
2	Joint Venture Agreement				
3	Notarized Power of Attorney to sign the Bid on behalf of JV				
4	Registration Certificate of the Bidder				
5	Bid Security				
6	Bid Form				
7	Bill of Quantities				

8	Schedule of Delivery				
9	Qualification Forms				
10	Type Test Certificate				
11.	Technical Data Sheet				
12.	ISO Certificate				
13.	Manuals and Specifications booklet (as per requirements))	1			
		2			
14.	Other certificates(as per requirements)	1			
		2			