एसजेवीएन अरूण-3 पॉवर डवलपमेंट कंपनी प्रा. लि. SJVN Arun-3 Power Development Company Pvt. Ltd.

(एसजेवीएन की पूर्ण स्वामित्व वाली अधीनस्थ कंपनी)

(A wholly owned subsidiary of SJVN) 900 मेगावाट अरूण-3 जलविद्युत परियोजना 900 MW Arun-3 Hydro Power Project

Regd. No.: 111808/69/070



Date: 26.09.2024

Ref. No.: SAPDC/P&C/Arun-3 HEP/PPR-181/2024-803

NOTICE INVITING QUOTATION (NIQ)

Sealed quotation is herewith invited by SJVN Arun-3 Power Development Company Pvt. Ltd. (SAPDC/Employer) from the eligible Bidder/Suppliers of Nepal for "Rate Contract for Maintenance and Supply of spare parts for Toshiba make 3008A black & white photocopy machine installed at various locations of SAPDC Office for a period of one (01) year (PPR-181/2024)", as per the details provided here-in-below:

Sr. No. Description		Remarks	
1.	Bill of Quantities (BOQ)	Refer Annexure 'A'	
2.	Scope of work	Refer Annexure 'B'	
3.	Form of declaration	Refer Annexure 'C'	
4.	Bank Account Details	Refer Annexure ' D '	

Terms & Conditions:

1. Minimum Qualifying Requirements:

The firm/bidder should be manufacturer/authorized distributer/authorized supplier/authorized reseller and authorized service provider for which Bidder is submitting bid.

2. Submission of Bid

The bidder must submit the bid in the following two separate sealed envelopes {PART-I (Envelope-1) & PART-II (Envelope-2)} clearly indicating the contents therein duly super scribed as under and these two envelopes should be enclosed in a single sealed envelope/cover super scribed as "Rate Contract for Maintenance and Supply of spare parts for Toshiba make 3008A black & white photocopy machine installed at various locations of SAPDC Office for a period of one (01) year (PPR-181/2024)" and submitted at the address of the undersigned and must reach this office through courier or by post or by hand on or before 22.10.2024 by 1530 Hrs. and same shall be opened on 22.10.2024 at 1600 Hrs. in presence of authorized representative of firms who choose to attend.

Further, In the "Techno-Commercial" part {i.e in PART-I (Envelope-1)} of the bid the bidder shall not give any indication about the bid price in any manner whatsoever. Non-compliance of this provision may result in the rejection of bid.

PART-I (Envelope-1):-

- i. Earnest Money Deposit (EMD) (as per Sr. No.11 of NIQ).
- ii. The firm shall submit PAN/VAT/Registration certificate.
- iii. Authorization certificate supporting with requisite Documents for meeting out criteria laid down at Sr. No. 1. above.

- iv. Duly filled in & signed 'Form of declaration' as per **Annexure-C**.
- v. Bank Account Details as per Annexure-D.

PART-II (Envelope-2):-

Price bid:- Comprising of Price Bid at **Annexure-A** i.e., duly filled, signed and stamped in Bill of Quantities (BOQ).

3. Opening of Bid:-

The bid shall be opened in the following sequence:-

- i. First, the envelope Part-I shall be opened.
- ii. Part –II (Price Bid) of responsive bidder(s) shall be opened on same day, if no clarification is required from the firm(s)/agency(ies). In case clarification is sought from the firm(s)/agency(ies), separate intimation shall be given through notification on the websites for opening of Price Bid(s) of responsive bidder(s).
- **4. Period of Rate Contract:** The period of Rate Contract shall be for one year from the date of issuance of Supply order / LOA.

5. Allowable time for Servicing & for Delivery of items:

- a. Bidder/contractor/service provider shall made the Servicing of Photocopier Machine including supply & Replacement/installation of Spare Parts (if required) within 07 working days (working days as per GoN) from the date of requirement raised by SAPDC.
- b. Further, if SAPDC raised requirement only for the supply of Spare Parts of Photocopier Machine then the delivery of items shall be made within 10 days from the date of requirement raised by SAPDC.

6. Prices:

- a. The Bidder/Suppliers shall offer rates & prices "on Firm Price Basis".
- b. The quoted rates for item(s) shall including transportation etc. charges but **Excluding VAT** complete in all respect as per scope of work. VAT shall be paid extra by SAPDC as per actual on production of documentary evidence.
- c. SAPDC will deduct TDS (Tax deductions at Source) as applicable.
- d. Any statutory variation in the rate of taxes after the last date of submission of bid (if any), during the currency of the contract including extension thereof shall be reimbursed/adjusted on production of documentary proof.
- e. Rates and Offered discount (if any) should be filled in both figures and words. In case of ambiguities in between the rate/ Offered discount in figures and the rate/ Offered discount in words, the rate/Offered discount quoted in words shall prevail and the amount shall be corrected accordingly. The SAPDC reserves the right to adjust arithmetical or other errors in any tender/quotation in the way which it considers suitable.
- f. Further, only unconditional discount offered at appropriate place in the BOQ shall only be considered for evaluation of the bid, discount offered at any other place or in any other document/letter submitted by the bidder along with the bid shall not be considered for the purpose of evaluation as well as award. Further, the bidder shall quote rate and amount including transportation etc. charges but **Excluding VAT**, any other charges/taxes/VAT mentioned at any other place/document/letter by the bidder/supplier shall also for not be considered evaluation as well as award.
- g. The percentage (%) offered discount should be filled in both figures and words.

 However, if bidder will not Offered any discount on their quoted rate i.r.o

any/all item(s) of Bill of Quantities (BOQ) at Annexure-A then the bidder must mention as Nil.

- **7.** SAPDC reserves the right to adjust arithmetical or other errors (if any) noticed in the quotation as follows:
 - i. Where there is a discrepancy between unit rate in figures and in words, the unit rate in words will govern; and
 - ii. 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 in words will govern.
 - iii. In case error due to wrong extension of quantities, the quantities as specified in the NIT/NIQ will be considered and multiplied by the unit rates quoted in words to obtain the amount.

The amount stated in the Bid will be adjusted by the SAPDC in accordance with the above procedure for the correction of errors and shall be considered as binding upon the bidder. If the bidder does not accept the corrected amount of bid, his bid will be rejected.

- **8.** Bid Validity: The bid (s) shall be valid for 90 days from the opening of bid(s).
- **9.** No material and Tools & Plants will be issued by SAPDC.

10. Payment shall be made in the following manner:

- a. 100% Payment i.r.o item Part-A of BOQ shall be made on complete replacement/installation of Spare parts during visit/servicing of the machine(s) along with 100% Payment i.r.o replaced/installed Spare parts (Part-B of BOQ) after issuance of inspection report for actual supplied quantity of Spare parts & completion certificate issued by Officer-in-Charge (OIC) and submission of bill complete in all respect by the service provider.
- b. if SAPDC raised requirement only for the supply of Spare Parts of Photocopier Machine then the 100% payment shall be made after the receipt of material/goods in full quantity and in good condition i.r.o item Part-B of BOQ. The payment shall be released against the submission of bill, inspection report issued by Officer-in-Charge (OIC).

Payment shall be released within 15 days of receipt of bill complete in all respect.

11. Earnest Money Deposit (EMD):

a. Earnest Money Deposit (EMD) amounting to **4,000**/- shall be submitted in the shape of **Bank Draft** (in original)/**Manager Cheque** (in original)/**FDR** (in original) (duly pledged in favour of SAPDC-NPR CONSTRUCTION ACCOUNT) in favor of SAPDC-NPR CONSTRUCTION ACCOUNT payable at Kandhari.

Or

Alternatively, Payment against EMD may also be made directly in the account of SAPDC as below. However, proof of same shall be submitted by the Firm/agency with the Proposal in Part-I (Envelope-I):

NPR Account Details:

Everest Bank Limited

Name: SAPDC-NPR CONSTRUCTION ACCOUNT.

Acc. No. 00800105200477 Swift Code: EVBLNPKA Bidders are advised and shall be responsible to ensure the receipt of net amount (excluding bank transfer charges) in above account in case of Indian bidder before last date of submission of bids.

However, if Bidder/Firm opt for submission of Earnest Money Deposited (EMD)/Bid Security directly in the bank account of SAPDC, then the documentary evidence/proof of same (swift statement/ transfer statement/ account statement) has to be submitted along with technical bid in Part-I.

Any bid not accompanied by an acceptable Earnest Money Deposit shall be declared non-responsive and outrightly rejected by the Employer and their Part-II (Price Bid) bid shall not be opened.

- b. EMD of the bidder shall be forfeited:
 - i. If bid withdrawn or amends its bid or impairs or derogates from the bid in any respect in the interval between the bid submission deadline and the expiration of the bid validity period.

or

ii. Adopts corrupt or fraudulent practices

or

iii. Does not accept the correction of the Bid Price.

or

- iv. EMD of the successful bidder(s)/supplier(s) shall be forfeited, in the event of non-compliance of Supply Order/Letter of Acceptance (LOA).
- c. Bidder may modify or amends its bid or withdraw its bid after submission and before the prescribed deadline for bid submission.
- d. The EMD of unsuccessful bidders shall be released within 28 days without any interest after the issuance of Letter of Acceptance of successful bidder.
- e. The EMD of the successful bidder shall be released within 28 days after the issuance of Letter of Acceptance without any interest subject to furnishing of requisite Performance Security in accordance to Sr. No. 14 of this NIQ.
- f. No interest shall be payable by SAPDC on EMD.
- **12.** <u>Award Criteria:</u> The bid shall be evaluated on overall basis and the award shall be made to the Bidder/Supplier on evaluated bid price (Ref. Annexure-A) for whole work as per Scope of work provided the evaluated Bid Price is within a reasonable variation of the estimated amount of Work.

13. LD Charges/Penalty:

In case of delayed delivery of spare parts or delayed in servicing of the machine(s), LD @ 0.5% of contract price per day of delay in spare parts or delayed in servicing of the machine(s) shall be levied separately, as the case may be, subject to maximum of 5% of the contract price (cumulative or individual LD in terms of clause at Sr.No.13 & at Sr.No.16).

In case the supplier fails to supply of spare parts/servicing of the machine(s) within 13 days from the date of requirement raised by SAPDC, SAPDC reserves the right to terminate the supply order / LOA and Performance Security shall be forfeited/encashed.

14. Performance Security Deposit:

i. Contractor/supplier shall furnish a "Performance Security" towards contract performance security within 28 days from the issue of letter of award in one of the forms as detailed below: -

Bank Draft (in original)/Manager Cheque (in original) in the name of SAPDC-NPR CONSTRUCTION ACCOUNT payable at Kandbari, Nepal / FDR (in original) (duly pledged in favour of SJVN Arun-3 Power Development Company Pvt. Ltd. (SAPDC)).

Bank Draft/Manager Cheque/ FDR issued by a "A" Class Nepalese Bank shall only be acceptable.

Or

An irrevocable valid and fully enforceable Bank Guarantee (in original) from a Commercial (Class A) bank of Nepal in favour of SJVN Arun-3 Power Development Company Pvt. Ltd. (SAPDC) acceptable to SAPDC.

The Bank Guarantees in INR/NPR shall be acceptable only if these are issued by a Scheduled Bank of India duly counter guaranteed by a "A" Class Nepalese Bank.

- ii. The Performance Security amount shall be equal to 10% of the Contract Price for the faithful performance of the contract in accordance with the terms and conditions specified in the contract. The guarantee shall be valid till **60 days beyond** Guarantee/Warranty/ Defect Liability Period. The above contract performance guarantee shall be liable for forfeiture in case of failure of the bidder to fulfill its contractual obligations under the contract.
- iii. Failure of the successful Bidder to comply with the requirements of Clause 14 (ii) shall constitute sufficient grounds for cancellation of the award and forfeiture of the Earnest Money Deposit. He will also be debarred from participating in bids invited by the Project for one year.
- iv. The performance guarantee will be returned to the contractor within 28 days after completion of assignment without any interest and "Completion Certificate" issued by OIC (Officer-in-Charge).
- **15.** <u>Packing:</u> The supplier, wherever applicable shall properly pack and stack all materials/goods in such a manner as to protect them from deterioration and damage during transportation. The supplier shall be responsible for all damage due to improper packing.
- **16.** Replacement: If the material/goods or any portion thereof is damaged or lost during transit, SAPDC shall give notice to the supplier setting forth particulars of such material/goods damaged or lost during transit. The replacement of such material/goods shall be affected by the supplier within 7 days (reckoned from the date of notice given by SAPDC to the supplier), to avoid unnecessary delay in the intended usage of the materials free of cost to the SAPDC.

Further, if replacement shall not be made within the above said time, then the additional LD @0.5% of contract price per day of delay shall be levied.

The levied LD shall be subject to maximum of 5% of the contract price (cumulative or individual LD in terms of clause at 13 & 16 of NIQ).

- 17. <u>Rejection:</u> In the event that any of the material/goods supplied by the supplier is found defective in material or workmanship or otherwise not in conformity with the specification, SAPDC shall either reject the material/good(s)/Item(s) or request the supplier in writing to rectify/replace the same. The supplier, on receipt of such notification shall rectify/replace (As directed by the OIC/EIC) the defective material/good(s)/item(s) free of cost to the SAPDC. Decision of OIC/EIC (SAPDC) shall be final and binding on the supplier(s).
- **18.** Guarantee/Warranty(if applicable): Guarantee/Warranty shall one (01) year or as per the Policy of Original Equipment Manufacturer (OEM), whichever is higher. In case of any complaint/repair required during Warranty/Guarantee period, the vendor will respond within two days and ensure rectification within one week's time from the date

of lodging of complaint. The supplier shall either rectify or replace the defective material/goods free of cost to SAPDC.

- **19.** <u>Demurrage</u>, <u>Wharfage etc.</u>: All demurrage, wharfage and other expenses incurred due to delayed clearance of the material/goods or any other reason shall be on the account of the supplier.
- **20. Force Majeure:** The term "Force Majeure" shall herein mean riots (other than among the Vendor's employees), Civil Commotion (to the extent not insurable), war (whether declared or not), invasion, act of foreign enemies, hostilities, civil war, rebellion, revolution, insurrection, military or usurped power, damage from aircraft, nuclear fission, acts of God, such as earthquake (above 7 magnitude on Richter Scale), lightning, unprecedented floods, fires not caused by Vendor's negligence and other such causes over which the Vendor has no control and are accepted as such by the Engineer/Officer-in-Charge (EIC/OIC), whose decision shall be final and binding. In the event of either party being rendered unable by Force Majeure to perform any obligation required to be performed by them under this contract, the relative obligation of the party affected by such Force Majeure shall be treated as suspended for the period during which such Force Majeure cause lasts, provided the party alleging that it has been rendered unable as aforesaid, thereby shall notify within 10 days of the alleged beginning and ending thereof giving full particulars and satisfactory evidence in support of such cause.

Extension of time shall be provided during the period of occurrence of Force Majeure event. However, no cost compensation shall be provided.

- **21.** <u>Inspection:</u> Inspection of the item(s)/material shall be carried out by EIC/OIC or his authorized representative. EIC/OIC shall ensure the technical specification(s), make/brand/model (If applicable) supplied item(s) is/are as per NIQ'/LOA. Further, in case of servicing and installation of spare parts OIC shall issue the completion certificate after completion of assignment.
- **22.** Officer-in-Charge (OIC): Post award correspondences regarding execution, Payment etc. of work shall be addressed to CE(EM/TL), SAPDC, Arun-3 HEP, Satluj Bhawan, Arun Sadan, Tumlingtar, Nepal (Mobile No.:9852099640) who shall be Engineer-in-Charge of this assignment.
- **23.** Consignee: The material/ goods under this Contract shall be dispatched to Consignee at address mentioned below:

However, Chief Engineer (Store) shall be the consignee for this contract and payment and other codal formalities shall be done through Chief Engineer (Store) for all the material. The address of consignee shall be as following:

Chief Engineer/Head (Store),

Satluj Bhawan, Arun Sadan, SAPDC, Tumlingtar,

Distt. Sankhuwasabha, Nepal.

(Mobile No.: 9852058138, 9852099567)

Email: store.sjvnnepal@sjvn.nic.in

24. Resolution of Dispute: In case of any dispute or difference that arises out of the subject cited supply, the same shall be referred to the Sole Arbitrator, who shall be appointed by the CEO, Arun-3 HEP, SAPDC, Tumlingtar. The award of the arbitrator shall be final and binding on both the parties.

Courts of Chainpur (Nepal) shall have exclusive Jurisdiction for adjudication upon the dispute arising out of the subject cited supply between the parties.

- **25.** SAPDC reserves the right to accept or reject the bid or to annul the bidding process at any time prior to award of Contract, without thereby incurring any liability to the affected bidder or any obligation to inform the affected bidder of the grounds for the SAPDC action.
- **26.** For enquiry/clarification for submission of bid and any other information, the Bidder may contact to:

Name		Designation		Contact No. Address			
Er. F Kumai	Parminder c	Chief (P&C)	Engineer	029-575154	Satluj Sadan, Tumling Sankhu		Arun SAPDC, Distt. Nepal.

27. General Information:

To reach the site of Arun-3 HEP Nepal the nearest broad-gauge railway station is Jogbani, Bihar (India) and further by road up to Tumlingtar is about nearly 264 Km. Jogbani in Bihar is a city of India with Nepal border and is just 6.00 Km. from Biratnagar (a major industrial town of Nepal).

Road conditions in different road segment en-route are as under:

- a. Biratnagar to Hile: Hile is located at 108 Km from Biratnagar and the existing road up to Hile is black topped road in good condition.
- b. Hile-Pakhribas-Tumlingtar: This route is about 55 Km and the road fully is black topped.
- c. Tumlingtar is also connected to Kathmandu by air by around thirty-five minutes journey.
- d. Tumlingtar to Power House Site (Pukhuwa): This route is about 60 Km and the road is mostly kaccha road except Tumlingtar to Khandbari (15 KM) which is black topped.
- e. Tumlingtar to Dam Site (Phaksinda): This route is about 60 Km and the road is mostly kaccha road except Tumlingtar to Khandbari (15 KM) which is black topped.

For & On behalf of SAPDC,

Sd/- Chief Engineer (P&C),SAPDC, Arun-3 HEP **Ph. +977-29-575154**

e-mail: pnc.sapdc@sjvn.nic.in

Bill of Quantities (BOQ)

Name of Work: - "Rate Contract for Maintenance and Supply of spare parts for Toshiba make 3008A black & white photocopy machine installed at various locations of SAPDC Office for a period of one (01) year (PPR-181/2024)".

Sr. No.	Description	Unit	Qty.	Rate (NPR) (Inc etc.) (But Exclu	Amount (NPR) (Including Transportation Charges etc.)	
				In figures	In words	(But Excluding VAT)
Part-	A (Routine Maintenance of Pri	nter)				
1.	Service Charge	Per machine	4			
Part-	B (Rate Contract of spare part	s for Toshiba make 30	008A bla	ack photocopy m	nachine)	
1.	Photoconductive drum	Nos.	4			
2.	Blade	Nos.	4			
3.	Recovery Blade	Nos.	4			
4.	Developer material	Nos.	4			
5.	Feed Roller	Nos.	8			
6.	Seperation Roller	Nos.	8			
7.	Pick Up Roller	Nos.	8			
8.	Fuser Roller	Nos.	4			

9.	Fuser Scraper	Nos.	4		
10.	Handle lock	Nos.	4		
11.	Spring for Handle	Nos.	4		
12.	Optical Sensor	Nos.	4		
13.	Thermistor	Nos.	4		
14.	Push Sensor	Nos.	4		
Tota	l Amount (Part-A+B) (Includin	g transportation etc. c	harges but Ex	cluding VAT)	
Overall Discount (if any) % In Figure				In Word	
Net A	Net Amount after offered discount (NPR)				

Note:

- 1) Only unconditional discount offered at appropriate place in the BOQ shall only be considered for evaluation of the bid, discount offered at any other place or in any other document/letter submitted by the bidder along with the bid shall not be considered for the purpose of evaluation as well as award. Further, the bidder shall quote rate and amount (NPR) including transportation etc. charges but **Excluding VAT**. Charges complete in all respect as per scope of work & mentioned at any other place/document/letter by the bidder/supplier shall also for not be considered evaluation as well as award.
- 2) Travelling Charges for TO & Fro Journey from KTM to TMI shall be paid as per actual and on submission of documentary proof.
- 3) DA @ NPR 3000/- per night shall be paid to the Service Provider.
- 4) All the above rates are exclusive of VAT @ 13%.
- 5) The quantities i.r.o Part-B of BOQ(Spare parts) are indicative and it may be vary (+/-). However, payment shall be made as per actual on awarded rate.

D	ate	
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Place:

SCOPE OF WORK

NAME OF WORK: "Rate Contract for Maintenance and Supply of spare parts for Toshiba make 3008A black & white photocopy machine installed at various locations of SAPDC Office for a period of one (01) year (PPR-181/2024)".

SCOPE OF WORK:

- 1. Servicing/ Maintenance of Toshiba Make 3008A Photo Copier Machine installed at various location of SAPDC Office as per requirement raised by SAPDC.
- 2. Supply of Spare parts of Toshiba Make 3008A Photo copier Machine as per requirement raised by SAPDC.
- 3. The transportation of spares parts to SAPDC, Office, Tumlingtar shall be in the scope of supplier. Further, local transportation during servicing / maintenance and supply of spares parts from SAPDC, Tumlingtar to Project sites i.e (Pukhuwa & Phaksinda) shall be in the scope of SAPDC.

Chief Engineer/Head (Store),

Satluj Bhawan, Arun Sadan, SAPDC, Tumlingtar, Distt. Sankhuwasabha, Nepal.

(Mobile No.: 9852058138, 9852099567)

Email: store.sjvnnepal@sjvn.nic.in

FORM OF DECLARATION (PPR-181/2024)

M/s(name of Bidder/Supplier) having its
registered office at (hereinafter
referred to as 'the Bidder/Supplier') having carefully studied all Terms and conditions,
scope of work & Technical specifications, BOQ etc. and all corrigendum (if any) pertaining
to the "Rate Contract for Maintenance and Supply of spare parts for Toshiba make
3008A black & white photocopy machine installed at various locations of SAPDC
Office for a period of one (01) year (PPR-181/2024)" the local and site conditions and
having undertaken to execute the said works.
DO HERERY DECLARE THAT:

- 1. The Bidder is familiar with all the requirements of the Contract.
- 2. The Bidder has not been influenced by any statement or promise of any person of the Employer but only the Contract conditions.
- 3. The Bidder undertakes that the information furnished in the Bid is true and correct in all respects.
- 4. The Bidder undertakes that all the documents uploaded/sent along with the NIQ have been read and there is no deviation from the terms and conditions of the NIQ including Corrigendum/Addendum (if any).

Date:

For and on behalf of the bidder /Supplier	

(Signature of authorized representative of the Bidder/Supplier, along with his name, Seal of Company)

BANK ACCOUNT DETAILS (PPR-181/2024)

Sr. No.	Particulars	#To be filled by bidder
1.	Name of Bidder as per Bank record	
2.	Bank account number	
3.	Bank name	
4.	Branch address	

#Copy of cancelled cheque may also be attached

	For and on b	ehalf of the bide	ler /Supplier
D:44/S.	Signature of aut	-	