

एसजेवीएन अरूण-3 पाँवर 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



Ref. No.: SAPDC/P&C/Arun-3 HEP/PPR-124/2021-898

Dated: 02.12.2021

NOTICE INVITING QUOTATIONS (NIQ)

Sealed quotations are herewith invited by SJVN Arun-3 Power Development Company Pvt. Ltd. (SAPDC/Employer) from the eligible Bidder/Suppliers of Nepal for “Supply, transportation of Batteries for Inverter & DG Sets, as per Technical Specification at Annexure-B & as per Scope of work at Annexure-C at SAPDC Office Complex Tumlingtar, Distt Sankhuwasabha Nepal.(PPR-124/2021)” as per the details provided here-in-below:-

| Sr. No. | Description | Remarks |
|---------|--------------------------|---------------------------|
| 1. | Bill of Quantities (BOQ) | Refer <i>Annexure 'A'</i> |
| 2. | Technical Specifications | Refer <i>Annexure 'B'</i> |
| 3. | Scope of work | Refer <i>Annexure 'C'</i> |
| 4. | Form of declaration | Refer <i>Annexure 'D'</i> |
| 5. | Bank Account Details | Refer <i>Annexure 'E'</i> |

TERMS & CONDITIONS (T&C):

1. Minimum Qualifying Requirements:

- The firm/bidder should be manufacturer/authorised distributor/authorised supplier/authorised reseller for item(s) of BOQ for which Bidder is submitting the bid. In addition to above, the suppliers who deals in electrical equipments, It Equipments etc. can also participate in bidding subject to furnishing of a certificate from authorised supplier/reseller/ manufacturer for this particular work/assignment/contract.
- The technical specification of the offered Make/Brand/model of item (s) shall be equivalent or higher than the specifications mentioned under Technical Specifications (Annexure-B). Further offered make/Brand shall be as per BOQ (Annexure-A).

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 “Supply, transportation of Batteries for Inverter & DG Sets, as per Technical Specification at Annexure-B & as per Scope of work at Annexure-C at SAPDC Office Complex Tumlingtar, Distt Sankhuwasabha Nepal” and submitted at the address of the undersigned and must reach this office through courier or by post or by

hand on or before **23.12.2021 by 1500 Hrs.** and same shall be opened on **24.12.2021 at 1630 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. Original Earnest Money Deposit (EMD) (as per Sr. No.9).
- 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.a. above.
- iv. Bidder shall submit the Undertaking for Compliance of minimum Technical Specification of the item(s) for which rates have been quoted, for meeting out criteria laid down at Sr. No. 1.b. above by the duly filled with YES/NO/Mentioning the corresponding specifications in the Undertaking for Compliance of minimum Technical Specifications at Annexure-B. Further, Deviation, if any considered by the bidder as per Annexure-B, then the same shall be examined by the Indenting Department of SAPDC in line with Technical specification whether the same is acceptable or not. In case of non-acceptance by the Indenting Department of SAPDC the bid may be rejected. Further, Annexure-B shall be made the part of Supply order/LOA.
- v. Duly filled in & signed ‘Form of declaration’ as per Annexure-D.
- vi. Bank Account Details as per Annexure-E.

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) shall be opened subsequently, if no clarification is required from the Bidder(s). In case clarification is sought from the Bidder(s), separate intimation shall be given for opening of Price Bid(s) of responsive bidder(s).
4. No material and T&P will be issued by SAPDC.
 5. **Completion period:** Completion period shall be 45 days to be reckoned from date of issuance from Supply Order/Letter of Acceptance (LOA) including Supply, transportation, installation and testing etc. complete in all respect as per scope of work.
 6. **Bid Validity:** The bid (s) shall be valid for 90 days from the opening of bid(s).
 7. **Prices:-** The supplier/bidder shall offer rates & prices “on Firm Price Basis”. The quoted rates for item(s) shall be inclusive of VAT, all other taxes & duties, transportation, loading & unloading etc. and SAPDC shall not bear anything extra on this account. 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.

Rates & amount should be filled in both figures and words. In case of ambiguities in between the rate in figures and the rate in words, the rate 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.

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 alongwith the bid shall not be considered for the purpose of evaluation as well as award. Further, the bidder shall quote rate and amount inclusive of 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.

8. **Payment:** The payments will be made in the following manner:
- (i) 100% Payment of the contract price shall be made after the receipt of item(s)/material/good(s) in full quantity in good condition, on submission of bill and inspection report issued by Officer-in-Charge (OIC)
 - (ii) Five percent (5%) amount of the contract price shall be retained by SAPDC which shall be released after completion of guarantee period reckoned from the supply of item(s)/material/goods upon recommendation and submission of satisfactory performance certificates by OIC. No interest shall be paid on the retained amount.
9. **Earnest Money Deposit (EMD):**

a. EMD amounting to **NPR 15,000/-** shall be required to be submitted with the proposal in either of the form:

i. Bank Guarantee from any “A” class Bank in Nepal for the amounts expressed in Nepalese Rupees (NPR). The Bank Guarantees in equivalent INR amount shall be acceptable only if these are issued by a Scheduled Bank of India duly counter guaranteed by any A class bank in Nepal.

Bank Guarantee for EMD in original shall be submitted along with the proposal. Bank Guarantee may be in the format provided in tender document/NIQ. EMD shall remain valid for a period of 30 days beyond the original validity period of the proposal (**i.e 120 days from the las date of submission of bid**) or beyond any period of extension subsequently requested.

or

ii. FDR(issued by a “A” Class Nepalese Bank/Scheduled Bank of India shall only be acceptable) duly pledged in favour of SJVN Arun-3 Power Development Company Pvt. Ltd.

or

iii. Manager’s cheque(issued by a “A” Class Nepalese Bank shall only be acceptable) in favour of SJVN Arun-3 Power Development Company Pvt. Ltd. payable at Khandbari.

or

iv. Alternatively, payment against EMD may also be made directly in the following account of SJVN Arun-3 Power Development Company Pvt. Ltd. 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: SJVN Arun-3 Power Development Company Pvt. Ltd.

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 before last date of submission of bids.

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.

- a. EMD of the bidder shall be forfeited, if the bidder withdraws or amends its bid or impairs or derogates from the bid in any respect within the period of validity of the bid.
- b. EMD of the bidder(s) shall be forfeited, in the event of non-compliance of Supply Order/Letter of Acceptance (LOA) by the successful bidder(s)/supplier(s).
- c. The EMD of unsuccessful bidders shall be released within 28 days without any interest after the issuance of Letter of Acceptance to the successful bidder(s)/supplier(s) and the EMD of the successful bidder shall be released within 28 days after the receipt of completion certificate of Work/assignment, issued by OIC.
- d. No interest shall be payable by SAPDC on EMD.

10. Award Criteria:

- (i) The bid shall be evaluated on Item wise and the award shall be made based on the lowest rate/Amount quoted by the Bidder/Supplier for particular item(s) as per Annexure-A in the Bill of Quantities.
- (ii) If, Bidder(s) quote Zero/Nil/left Blank/(-)rate(s) against any item(s) of BOQ then it will be presumed that bidder(s) has/have not quoted for those item(s) and is not willing to supply those item(s). In that case those item(s) may be awarded to other bidder(s) on their lowest rate(s).

- 11. Liquidated Damages (LD):** In case of delayed delivery, LD @ 0.44% of contract price per day of delay in completion shall be levied subject to maximum of 5% of the contract price (cumulative or individual LD in terms of clause at Sr.No.11 & at Sr.No.15).

In case the supplier fails to supply the material within 57 days from the date of issue of supply order, SAPDC reserves the right to terminate the supply order and EMD shall be forfeited/encashed.

12. Clause deleted without change in Serial No.

- 13. 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 Officer-in-Charge (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 without levy of LD shall be provided during the period of occurrence of Force Majeure event, however no cost compensation shall be provided.

14. **Packing:** 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.
15. **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 23 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 @ 0.44% 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 Sr.No.11 & at Sr.No.15)

16. **Rejection:** 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).
17. **Demurrage, Wharfage etc.:** 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.
18. **Guarantee/Warranty:** Guarantee/Warranty shall be minimum for 12 months 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/ supplier will respond within Seven days and ensure rectification within two weeks' time from the date of lodging of complaint. The supplier shall either rectify or replace the defective item(s)/material(s) free of cost to SAPDC within Guarantee/Warranty period.

If, supplier fails to perform such obligation(s), then the retained amount/BG as per clause No.8(iii) may be forfeited/ encashed by the SAPDC.

19. **Consignee:** The material/ goods under this Contract shall be dispatched to the location as mentioned in the BOQ/Scope of Work.

However, Chief Engineer (Store) shall be the consignee for this contract and payment and other codal formalites 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.sapdc@gmail.com

20. **Inspection:** Inspection of the item(s)/material shall be carried out by OIC or his authorized representative at Store/ locations as mentioned in the BOQ/Scope of Work. OIC shall ensure the technical specification(s), make/brand/model (If applicable) of the supplied item(s) is/are as per NIQ/LOA.
21. *Clause deleted without change in Serial No.*
22. **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.
23. *Clause deleted without change in Serial No.*
24. Corrigendum/Addendum, if any to NIQ shall be uploaded only on <http://sjvn.nic.in/tender.htm> & <http://www.sapdc.com.np/pages/tender>.
25. SAPDC reserves the right to reject any or all the tenders without assigning any reason thereof.
26. For any enquiry/clarification for submission of bid and any other information, the Bidders may contact to:-

| Name | Designation | Contact No. | Address |
|------------------|----------------------|------------------------|--|
| Er. Vivek Sharma | Chief Engineer (P&C) | Mob.:- +977-9852058517 | Satluj Bhawan, Arun Sadan, SAPDC, Tumlingtar, Distt. Sankhuwasabha, Nepal. |

27. **General Information:**

Access to Project Sites:

To reach the site of Arun-3 HPP 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:

- Jogbani to Hile:- Hile is located at a distance of 118 Km from Jogbani and the existing road up to Hile is black topped road and in good condition. Hile is at EL 1920 m from sea level.
- Hile to Tumlingtar (Hill road route):- This route is about 111 Km and the road partially is black topped and kuchhaup to Chainpur (EL 1285m) and Chainpur to Tumlingtar is black top.
- Tumlingtar is also connected to Kathmandu and Biratnagar by air by around thirty five minutes journey.

For & on the behalf of SAPDC

Sd/-

Chief Engineer (P&C)

Satluj Bhawan, Arun Sadan,
SAPDC, Tumlingtar,

Distt. Sankhuwasabha, Nepal

Ph. +977-29-575154,

E-mail Address: pnc.sapdc@gmail.com

BILL OF QUANTITIES

Name of Work/Assignment: .PPR-124/2021 “Supply, transportation of Batteries for Inverter & DG Sets, as per Technical Specification at Annexure-B & as per Scope of work at Annexure-C at SAPDC Office Complex Tumlingtar, Distt Sankhuwasabha Nepal”

| Sr. No | Description of items | Acceptable Makes/ Brands | Unit | Qty | Offered Make/ Brand/Model (If applicable) to be filled by the bidder | Rate (NPR) Inclusive of VAT & transportation etc. charges | | Amount (NPR Inclusive of VAT)& transportation etc. charges |
|---|---|--------------------------|------|-----|--|---|----------|--|
| | | | | | | In Figures | In Words | |
| 1. | Battery, 150 AH, 12 V, Tall Tubular (as per Technical Specification at Annexure-B & as per Scope of work at Annexure-C) | Exide | Nos. | 10 | | | | |
| 2. | Battery, 100 AH, 12 V(as per Technical Specification at Annexure-B & as per Scope of work at Annexure-C) | Exide | Nos. | 10 | | | | |
| Total Amount (NPR) Inclusive of VAT & Supply, transportation etc. charges complete in all respect as per scope of work | | | | | | | | |
| Overall Discount offered, if any (%) | | | | | | | | |
| 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 alongwith the bid shall not be considered for the purpose of evaluation as well as award. Further, the bidder shall quote rate and amount inclusive of 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.
- 2) Offered Make/Model/Brand(If applicable) should be filled by the bidder for which quoting the rates.

Date:**Place:**

For and on behalf of the bidder /Supplier

.....

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

Annexure-‘B’

Undertaking for Compliance of minimum Technical Specification of the item(s)(PPR-124/2021)

| Sr.No. | Item Description alongwith Technical Specifications | Technical Specifications | Compliance filled by the Bidder as either YES/NO/Mentioning the corresponding specifications |
|---------------|--|---|---|
| 1. | 150 AH, Tall Tubular Battery | | |
| a. | Make | Exide | |
| b. | Rating | 150 AH | |
| c. | Voltage | 12 V | |
| d. | Type | Tall Tubular | |
| e. | Dimension | 535(L) x 215(w) x 480(H) mm (Minimum) | |
| f. | Weight | 60 Kgs (Appr.), Filled Weight (Minimum) | |
| g. | Application | Heavy Duty and Frequent Power (Ready to Use) for Inverter. | |
| h. | Indicator | With water level indicator | |
| i. | Electrolyte | Pre-Filled or as per OEM | |
| j. | Warranty | Minimum one year or as per OEM | |
| 2. | 100 AH, Battery | | |
| a. | Make | Exide | |
| b. | Rating | 100 AH | |
| c. | Voltage | 12 V | |
| d. | Type | Genplus/XP | |
| e. | Dimension | 305(L) x 175(w) x 225(H) mm (Minimum) | |
| f. | Weight | 25 Kgs (Appr.), Filled Weight (Minimum) | |
| g. | Application | Heavy Duty and Frequent Power (Ready to Use) for DG Sets. | |
| h. | Indicator | With water level indicator | |
| i. | Electrolyte | Pre-Filled or as per OEM | |
| j. | Warranty | Minimum one year or as per OEM | |

For and on behalf of the bidder /Supplier

.....

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

Note:- Deviation, if any considered by the bidder as per Annexure-B, then the same shall be examined by the Indenting Department in line with Technical specification whether the same is acceptable or not. In case of non-acceptance by the Indenting Department the bid may be rejected. Further, Annexure-B shall be made the part of Supply order/LOA.

SCOPE OF WORK (PPR-124/2021)

NAME OF WORK: Supply, transportation of Batteries for Inverter & DG Sets, as per Technical Specification at Annexure-B & as per Scope of work at Annexure-C at SAPDC Office Complex Tumlingtar, Distt Sankhuwasabha Nepal.(PPR-124/2021).

1.0 SCOPE OF WORK:

- a. Supply & transportation of all 20 Nos. Batteries as per TS to the consignee at the following address:

Chief Engineer/Head (Store),
Satluj Bhawan, Arun Sadan,
SAPDC, Tumlingtar,
Distt. Sankhuwasabha, Nepal.
(Mobile No.: 9852058138, 9852099567)
Email: store.sapdc@gmail.com

- b. Submission of Document with supply:
 - i. O&M Manuals of all AC
 - ii. O&M Manuals of all voltage stabilizer

FORM OF DECLARATION

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 “Supply, transportation of Batteries for Inverter & DG Sets, as per Technical Specification at Annexure-B & as per Scope of work at Annexure-C at SAPDC Office Complex Tumlingtar, Distt Sankhuwasabha Nepal.(PPR-124/2021)” the local and site conditions and having undertaken to execute the said works.

DO HEREBY 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 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

| Sr. No. | Particulars | #To be filled by bidder(s) |
|----------------|--|-----------------------------------|
| 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 behalf of the bidder /Supplier

.....

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

FORM OF BANK GUARANTEE FOR EARNEST MONEY DEPOSIT

(Refer clause 9 of NIQ)

WHEREAS _____ (Name of Bidder) (hereinafter called "the Bidder") has submitted his bid dated _____ (date) for " {Insert the name of work/assignment}"

SEALED with the Common Seal of the said Bank this ___ day of _____ (Month and Year).

THE CONDITIONS of this obligation are:

1. If after Bid opening the Bidder withdraws his Bid during the period of bid validity specified in the Form of Bid or
2. If the Bidder having been notified of the acceptance of his Bid by the SJVN Arun-3 Power Development Company Private Limited, during the period of bid validity.
 - a. does not accept the correction of the Bid Price pursuant to Clause 7.0 of this document.
 - b. adopts corrupt or fraudulent practices

We undertake to pay to the SJVN Arun-3 Power Development Company Private Limited, (NPR.....)(In words.....) the above amount upon receipt of its first written demand without the SJVN Arun-3 Power Development Company Private Limited having to substantiate its demand, provided that in its demand the SJVN Arun-3 Power Development Company Private Limited will note that the amount claimed by it due to it owing to the occurrence of one or any of the three conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date 120 days after the deadline for submission of Bids as stated in the invitation to bid or as it may be extended by the SJVN Arun-3 Power Development Company Private Limited notice of which extensions(s) to the Bank is hereby waived. Any demand in respect of this Guarantee should reach the Bank not later than the above date.

DATE _____
BANK_____

SIGNATURE OF THE

WITNESS_____

SEAL_____

(Signature, name and address)