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

(एसजेवीएन की पूर्ण स्वामित्व वाली अभीनस्थ 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-177/2024- 234

Date: 08.04.2024

NOTICE INVITING QUOTATIONS (NIQ)

Sealed Quotations are herewith invited by SJVN Arun-3 Power Development Company Pvt. Ltd. (SAPDC/Employer) from the Bidder/Distributer/Re-seller/Retailer/Suppliers of Nepal for "Supply & transportation of Personal Protective Equipment (PPE) for employees and Visitors at Various site of Arun-3 HEP 900MW, Distt. Sankhuwasabha, Nepal. (PPR-177/2024)" as per the details provided here-in-below: -

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

TERMS & CONDITIONS (T&C):

1. Minimum Qualifying Requirements:

Any distributor/suppliers/re-sellers/retailers are eligible to participate in the tender.

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 Personal Protective Equipment (PPE) for employees and Visitors at Various site of Arun-3 HEP 900MW, Distt. Sankhuwasabha, Nepal. (PPR-177/2024)"** and submitted at the address of the undersigned (Satluj Bhawan, Arun Sadan, SAPDC, Tumlingtar, Distt. Sankhuwasabha, Nepal) and must reach this office through courier or by post or by hand on or before **by 29.04.2024 1500 Hrs.** and same shall be opened on **at 30.04.2024 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):

The bidder shall submit scanned copies of the following documents duly signed and stamped on e-mode:

- i. Earnest Money Deposit (EMD) (as per Sr. No.9)
- ii. The firm shall submit PAN/VAT/Registration certificate
- iii. Bidder shall submit the Undertaking for Compliance of minimum Technical Specification of the item(s) for which rates have been quoted 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 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.
- iv. Duly filled in & signed 'Form of declaration' as per Annexure-D.
- v. Bank Account Details as per Annexure-E.

PART-II (Envelope-2):

Price bid: -

Comprising of Price Bid at Annexure-B 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: -

- First, the envelope Part-I shall be opened.
 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 **60 days** to be reckoned from 7th day from the date of issuance of Supply Order/Letter of Acceptance (LOA).
- 6. Bid Validity: The bid (s) shall be valid for 90 days from the submission of bid(s).

7. **Prices:**

- i. 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 charges 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.
- ii. 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.
- iii. 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 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 Terms:** The payments will be made in the following manner:
 - (i) 95% 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 (EIC/OIC).
 - (ii) Five percent (5%) amount of the contract price shall be retained by SAPDC which shall be released after completion of guarantee period from the supply of item(s)/material/goods upon recommendation and submission of satisfactory performance certificates by OIC/EIC. No interest shall be paid on the retained amount.
 - (iii) Performance Security Deposit:
 Within 30 (thirty) days from the date of issue of the Supply Order/Letter of Acceptance (LOA), the successful bidder(s) shall deliver to the Employer a Performance Security equal to 5% (Five percent) of the Contract Price valid till 45 days beyond Guarantee/Warrantee period.

The Performance Security Deposit shall be in the form of a demand draft / Banker Cheque in favor of "SAPDC-NPR Construction Account" payable at Khandbari, FDR(duly pledged in favor of SJVN Arun-3 Power Development Company Private Limited(SAPDC). The bidder may submit the same in the form of irrevocable, valid and fully enforceable Bank Guarantee in favor of SJVN Arun-3 Power Development Company Private Limited (SAPDC) in the prescribed form from a Class A bank situated in Nepal acceptable to SJVN Arun-3 Power Development Company Private Limited which shall be valid till 45 (Forty-five) days beyond Guarantee/Warrantee Period.

9. Earnest Money Deposit (EMD):

a. EMD amounting to **NPR 20,500/-** shall be required to be submitted with the proposal in either of the form:

"FDR (issued by a "A" Class Nepalese Bank/Scheduled Bank of India shall only be acceptable) duly pledged in favor of **SJVN Arun-3 Power Development Company Pvt. Ltd. (SAPDC)**

or

Manager's cheque (issued by a "A" Class Nepalese Bank shall only be acceptable) in favor of in favor of **SAPDC-NPR Construction Account** payable at Khandbari".

The EMD shall be valid for 90 days beyond the last date of submission of bid.

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, 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.
- c. 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).
- d. 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.

e. No interest shall be payable by SAPDC on EMD.

$10. \ensuremath{\text{Award Criteria:}}$

- (i) The bid shall be evaluated on overall basis and the award shall be made based on the lowest rate/Amount quoted by the Bidder/Supplier for whole work/assignment 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 loaded the rate(s) for that item(s) in any other item(s) of the BOQ. In that case Zero (0) rate(s) shall be considered for the purpose for evaluation as well as award.
- 11. Liquidated Damages (LD): In case of delayed delivery, LD @ 0.34% per day subject to maximum of 5% of the contract price (cumulative or individual LD in terms of clause at Sr.No.11 & at Sr.No.14).

In case the supplier fails to supply the material within **75 days** from the date of issue of supply order, SAPDC reserves the right to terminate the supply order and EMD/Performance Security shall be forfeited/ encased and the forfeited/deducted amount from EMD shall be as per clause 9. (c).

- 12. 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.
- 13.**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.
- 14. **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 **30 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 @ **0.34% per day** of contract price 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.14).

- 15. **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).
- 16.**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.
- 17. **Guarantee/Warrantee:** Guarantee/Warrantee shall be minimum for **O3 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/replacement 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/Warrantee period.

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

18. **Consignee:** - The material/ goods under this Contract shall be dispatched to the consignee at the address mentioned below:

Head (Store), Satluj Bhawan, Arun Sadan, SAPDC, Tumlingtar, Distt. Sankhuwasabha, Nepal. (Mobile No.: 9852058138, 9852099567) Email: <u>store.sjvnnepal@sjvn.nic.in</u>

- 19. **Inspection:** Inspection of the item(s)/material shall be carried out by EIC/OIC or his authorized representative at Store/ locations as mentioned in the BOQ/Scope of Work. EIC/OIC shall ensure the technical specification(s), make/brand/model (If applicable) supplied item(s) is/are as per NIQ/LOA.
- 20. **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.

- 21. Corrigendum/Addendum, if any to NIQ shall be uploaded only on <u>https://sjvn.nic.in/tender-notice/97</u> and <u>https://www.sapdc.com.np/page/tender.html</u>.
- 22. SAPDC reserves the right to reject any or all the tenders without assigning any reason thereof.
- 23. For any enquiry/clarification for submission of bid and any other information, the Bidders may contact to: -

Name	Designation	Contact No.	Address
Er. Parminder Kumar	Chief Engineer (P&C)	575154/9852	Satluj Bhawan, Arun Sadan, SAPDC, Tumlingtar, Distt. Sankhuwasabha, Nepal.

24. 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:

- a. 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.
- b. 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.
- c. Tumlingtar is also connected to Kathmandu by air by around thirty-five minutes journey.

For & on the behalf of SAPDC

Sd/-

(Parminder Kumar) Chief Engineer (P&C) Satluj Bhawan, Arun Sadan, SAPDC, Tumlingtar, Distt. Sankhuwasabha, Nepal Ph. +977-29-575154, E-mail Address: <u>pnc.sapdc@sjvn.nic.in</u>

Annexure- 'A'

BILL OF OUANTITIES Name of Work/Assignment: (PPR-177/2024) "Supply & transportation of Personal Protective Equipment (PPE) for employees and Visitors at Various site of Arun-3 HEP 900MW, Distt. Sankhuwasabha, Nepal." Rate (NPR) Including of VAT & Amount (NPR) Sr. **Including of VAT** transportation **Description of items** Unit Qty. No & transportation In Figures In Words Safety Helmet Supply of safety helmet with printed SJVN logo and employee name, dome shaped, non-metallic, having weight maximum 400 gm, ventilation holes 6 mm dia, Nos. 142 1. strap should be Anti-concussion 19 mm width, fitted with 30 mm & 80 mm clearance, directly attached to shell. In different colures. (colures decided by EIC) (Brand Karam or equivalent) **Industrial Safety Gumboot** Supply of Yellow gum boots to be use in construction, underground and surface, resistant to electrical & chemicals, knee height ±355 mm with steel toe cap, sole 2. Pair 154 12.5 mm of PVC hard & upper PVC soft. Antiskid lug sole, all sizes. all sizes (5/38 No. to 11/46 No.). (Brand Liberty, Mangla, Hillson or equivalent.) **Safety Shoes** Supply of High-ankle black safety shoes, resistant to electrical & chemicals, antiskid, having sole of PU with 3. Pair 148 steel toe cap. Manufactured with good leather equal to ISI standard. (Brand like Hillson, Karam, Allen Cooper, Torp or equivalent.)

4.	Safety Jackets High visibility reflective for construction work of all size without sleeves with reflection band of 2 inch, highlighted chemical fiber zipper front & comfortable made of polyester/Nylon with colours as per requirement (print logo front & back) (GEEKAY Safety, 3M or equivalent)	Nos.	164				
5.	Ear Plug Supply of reusable ear plugs, heavy long service life, with high quality and beck pull out designs with smooth finish, comfort to wear & skin friendly. (Like Model EP 01, 3M of equivalent)	Pair	585				
6.	Supply of Dust Mask It should be Anti-pollution, cotton made, easy disposable, cup shaped & it should be high effective dust mask is protective FFP1 & FFP2 class, N-95, comfortable to wear. Model 3M, N95. (Brand Venus or equivalent)	Nos.	1280				
7.	Supply of Torch Rechargeable long range powerful (LED), 100% WATERPROOF, Long range, water resistant, fast recharge, no batteries required just plug - in the charger provided to re-charge (Brand Eveready, GEEPAS, Nippon, Havells or equivalent)	Nos.	97				
8.	Safety Gloves Electric Grade: Supply of safety gloves electrical grade made of high- quality basic material (rubber), full triggered, cuff length 6-10 inch, electrical resistant, tear resistant, comfort to wear & skin friendly. (Brand like ultra-grip, Mallcom, MaxiFlax or equivalent).	Nos.	10				
	Total Amount (NPR) Including of VAT & transportation						
	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 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 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)

Undertaking for Compliance of minimum Technical Specification of the item(s) (PPR-177/2024)

Sr. No.	Item Description along with Technical Specifications /Required Specification	Compliance filled by the Bidder as either YES / NO /Mentioning the corresponding specification
1. Saf	ety Helmet	
Make:	Brand Karam, /Mallcom / equivalent brand	
shaped ventilat 19 mm	of safety helmet of size 540 mm- 590 mm, dome , non-metallic, having weight maximum 400 gm, tion holes 6 mm dia, strap should be Anti-concussion width, fitted with 30 mm & 80 mm clearance, directly ed to shell. Print logo (colures decided by EIC).	
2. Ind	ustrial safety gumboot	
Make:	Brand Liberty, Mangla, Mallcom, Hillson or equivalent	
Supply underg knee he PVC ha	of Yellow gum boots to be use in construction, round and surface, resistant to electrical & chemicals, eight ±355 mm with steel toe cap, sole 12.5 mm of rd & upper PVC soft. Antiskid lug sole, all sizes. all /38 No. to 11/46 No. as required by EIC at the time of	
3. Saf		
Liberty Supply chemic Manufa	(brand like, Caterpillar, Timberland, JCB, Karam, Allen Cooper or equivalent) of High-ankle safety shoes, resistant to electrical & als, antiskid, having sole of PU with steel toe cap. actured with good leather equal to ISI standard. All Size No. to 11/46 No. as required by EIC at the time of	

	1
4. Safety Jacket	
Make: GEEKAY Safety, 3M or equivalent	
Supply of high visibility reflective Jackets with printed SJVN	
logo for construction work of all size without sleeves with	
reflection band of 2 inch, highlighted chemical fibre zipper	
front & comfortable made of polyester/Nylon with colures as	
per requirement. (print logo front & back)	
per requirement. (print logo front & back)	
5. Ear Plug	
Make: Like Model EP 01, 3M or equivalent	
Supply of reusable ear plugs, heavy long service life, with high quality and beck pull out designs with smooth finish, comfort to wear & skin friendly.	
6. Dust Mask	
Make: Brand Venus or equivalent	
It should be Anti-pollution, cotton made, easy disposable, cup	
shaped & it should be high effective dust mask is protective	
FFP1 & FFP2 class, N-95 comfortable to wear. Model 3M, N95.	
7. Torch	
Make: Brand Eveready, GEEPAS, Nippon, Havells or	
equivalent brand or equivalent	

Rechargeable long range powerful (LED), 100% WATERPROOF ,Long range, water resistant, fast recharge, no	
batteries required just plug - in the charger provided to re- charge	
8. Safety Gloves Electric Grade	
Make: Brand like ultra-grip, Mallcom, MaxiFlax or equivalent	
Supply of safety gloves normal, made of cotton or nylon with	
black crinkle finish latex coated of all size, with stand cuts &	
wear tear.	
wear tear.	

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-177/2024)

<u>SCOPE OF WORK:</u> (PPR-177/2024) "Supply & transportation of Personal Protective Equipment (PPE) for employees and Visitors at Various site of Arun-3 HEP 900MW, Distt. Sankhuwasabha, Nepal."

<u>SCOPE OF WORK:</u> Supply & transportation of Personal Protective Equipment (PPE) at Tumlingtar Distt. Sankhuwasabha, Nepal as per direction Engineer-In-Charge /Officer-in- charge (EIC/OIC).

Chief Engineer/Head (Store), Satluj Bhawan, Arun Sadan, SAPDC, Tumlingtar, Distt. Sankhuwasabha, Nepal. (Mobile No.: 9852058138, 9852099567) Email: <u>store.sjvnnepal@sjvn.nic.in</u>

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 Personal Protective Equipment (PPE) for employees and Visitors at Various site of Arun-3 HEP 900MW, Distt. Sankhuwasabha, Nepal. (**PPR-177/2024**)" 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 NIT/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

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

Emai	1 Address:		•••••	••••	•••••	•••••	•••••	••••
Telephone	/Contact N	lo						

BANK ACCOUNT DETAILS

Sr.	Particulars	#To be filled by bidder(s)
No.		
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)