Logo of Organization..........

Name of Organization...........

Address of Organization............

BIDDING DOCUMENT

For

Supply, Delivery and Installation of 1 kWp Institutional Solar PV System (ISPS) at Name of Institution.................... Address..........................

Contract Identification Number: ..../DP/2079/80/......

Issued by:

..............Name

............Address

Tel: ....

Email: ....

Date of Issue: ....

Table of Contents

Section-I: Invitation for Priced Quotation

Dear Suppliers/Firms

1. The ....(***Purchaser***) invites Priced Quotations for the **Supply, Delivery and Installation of Insitutional Solar PV System (ISPS)** as detailed in attached Specifications and the Schedule of Requirements provided herein.
2. The Price Quotation submitted by the Bidder shall comprise the following:
   a. Quotation and Price Schedules
   b. Schedule of Requirements
   c. Technical Specifications (including the Technical Form - Annex A of Section IV)
3. A prospective Supplier/Bidder may obtain clarification on the Priced Quotation Form from the Purchaser on or before 2 days prior to the deadline for submission of Priced Quotation.
4. Sealed Price Quotation in the sealed Single Envelope must be submitted to the office of………………….. ***(Purchaser)*** on or before ....**Time** on ....**Date (Providing minimum 7 days for quotation submission).**
5. The Bidder shall indicate on the Price Schedule the unit prices (where applicable) and total price of the goods to be supplied under the contract. All duties, taxes and other levies payable by the Supplier/Bidder under the contract shall be included in the rates, prices and total Bid Price submitted by the Bidder. From the total Bid Price, the Bidder shall show all duties, taxes, import duties and other levies applicable for the contract separately and clearly.
6. Price quoted by the Bidder shall remain fixed and valid until completion of the Contract Performance and will not be subject to variation in any account.
7. Submitted Priced Quotations must remain valid for a period of **30 days** from the date of submission of Priced Quotations.
8. The Bidder shall furnish, as part of its bid, documents establishing the Supplier's/ Bidder's eligibility to bid and qualification to perform the contract if the bid is accepted. Documents to establish such eligibility shall be but not limited to the following:
   a) A Copy of Up to date Firm/Company Registration Certificate
   b) A Copy of VAT/PAN Registration Certificates
   c) A Copy of **Tax Clearance Certificate of FY 2078/79 B.S.**
   d) Power of Attorney (if other than owner's Signature on document)
9. The goods supplied under this contract shall confirm to the Schedule of Requirements (Section III) and the standards mentioned in the Technical Specification (Section IV).
10. If the last date of submission and opening falls on a government holiday, then the next working day shall be considered the last day.
11. Bid Evaluation will be done in following order and only successful bidders from earlier stage evaluation shall be recommended for next stage evaluation:
    a) Examination of completeness of bidder's quotation;
    b) Eligibility examination;
    c) Technical Evaluation; and
    d) Financial Evaluation
12. Technical evaluation and other eligibility criteria will be based on PASS/FAIL Criteria. For the quotation fulfilling all eligibility and technical requirements, the financial evaluation will be performed. Substantially responsive lowest evaluated quotation will be awarded.

13. The Purchaser reserves the right to accept or reject the Price Quotations according to provisions defined in existing PPA/PPR.

Yours sincerely,

Signature:..............................
Name.....................................
Position..................................
Organization..........................(*Purchaser*)
Address..................................

Section-II: Conditions of Contract

1. Definitions	1.1 In this contract, the following terms shall be interpreted as indicated: a. "The Contract" means the agreement entered into between the Purchaser and the Supplier, as recorded in the Contract Form Signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein; b. "The Contract Price" means the price payable to the Supplier under the contract for the full and proper performance of its contractual obligation; c. "The Goods" means Equipment and related Accessories and spare-parts or any other materials which the Supplier is required to supply to the Purchaser under the contract; d. "Services" means services ancillary to the supply of the goods such as transportation and insurance including the installation, commissioning and the operational and maintenance training of the supplied equipment, as per requirement defined in Section IV. e. "The Purchaser" means the procuring entity purchasing the goods; f. "The Supplier" means the organization supplying the goods and services under this contract. The Supplier is also referred as "Installation Company"
2. Technical Specification	2.1 The goods supplied under this contract shall confirm to the requirements and standards mentioned in the Technical Specification (Section IV).
3. Patent Right	3.1 The Supplier shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of goods or any part thereof in the Purchaser's country.
4. Inspection and Tests	4.1 The Purchaser or AEPC or their Representative shall inspect and/or test the goods to confirm their conformity to the Technical Specification and the quality of performance after the submission of subsidy application form by the Supplier on behalf of the Purchaser. 4.2 Inspection, Testing and Commissioning will be performed to verify the information provided in Subsidy Application Form, to verify all technical requirements presented in Section IV. 4.3 If upon the Inspection and Test, the actual installation do not comply with the requirements from Section IV, then testing and commissioning shall not be considered in Successful. In which case, the Supplier shall correct the identified defects/noncompliance within 15 days and provide the proof of correction and request for re-inspection/commissioning. 4.4 If upon the re-inspection/commissioning, the project does-not comply with the Testing and commissioning requirements mentioned in Section IV, then the system will be rejected and the supplier shall be responsible for all cost and removal of material/equipment from the site.

	4.5 In case re-inspection/commissioning is required due to the fault of the Supplier, the additional cost for brining the independent expert on behalf of AEPC during re-inspection/commissioning shall be borne by the Supplier.
5. Packing	5.1 The Supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transmit to their final destination as indicated in the contract. 5.2 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. 5.3 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.
6. Delivery of Goods and Related Services, and Delay Liquidated Damage	6.1 Delivery of the goods and Related Service shall be made by the Supplier in accordance with the terms specified by the Purchaser in its Schedule of Requirements. 6.2 Delivery of the goods and Related Service meaning the complete delivery of all equipment's and complete installation of all equipment and accessories and the system shall be ready for inspection, test and commissioning. 6.3 Once the Supplier completes the delivery and installation of all equipment and accessories, the Supplier on behalf of the Purchaser submits the Subsidy Application Form and supportive documents (one electronic and one hard copy), to Alternative Energy Promotion Centre (AEPC). 6.4 Upon the submission of Subsidy Application and within 30 days of such submission Inspection, Testing and Commissioning shall be performed, under agreement between AEPC, Supplier and the Purchaser, as shown in clause 4. 6.5 If the Supplier fails to deliver any or all of the Goods or perform the Related Services within the Completion Time specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages (called Delay Liquidated Damage), a sum equivalent to 0.05% the Contract Price for each day of delay, up to a maximum deduction of 10% of the Contract Price. Once this maximum is reached, the Purchaser may terminate the Contract.
7. Warranty	7.1 The Supplier warrants that all the goods supplied under the contract shall fully comply with the specification laid down in the contract. 7.2 The warranty shall remain valid for two years after the goods have been delivered to the final destination indicated in the contract and accepted by the Purchaser after installation and commissioning of equipment by the Supplier.

	7.3 The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty. 7.4 Upon receipt of such notice, the Supplier shall, with all reasonable speed, replace the defective goods without cost to the Purchaser. The Supplier will be entitled to remove, at its own risk and cost, the defective goods.
8. Payment	8.1 Payment of the goods supplied shall be made in Nepali Rupees after the delivery and installation, and commissioning of goods according to requirements set in section IV of this document. 8.2 Payment shall be made within fifteen (15) days after entire task completion and upon submission of claim supported by the Testing and Commissioning Report issued by the Purchaser. 8.3 Advance and installment will not be paid. 8.4 All invoices shall show clearly and separately the all duties, taxes, import duties and other levies related to such payments.
9. Prices	9.1 Prices charged by the Supplier for goods delivered under the contract shall not vary from the prices quoted by the Supplier in its price quotation.
10. Insurance	10.1 The Supplier will be responsible for taking out any insurance coverage against loss or damage incidental to manufacture or acquisition, transportation, storage, delivery and installation until the completion of ISPS installation and handover to the beneficiary institution.
11. Governing Language	11.1 The Governing Language shall be: Nepali or/and English. Documents in English shall prevail in case of ambiguity or conflict other than National Laws and Regulations.
12. Applicable Law	12.1 The applicable law shall be Laws of Nepal.
13. Notices	13.1 Purchaser's address for notice purposes: .... 13.2 Supplier's address for notice purposes: ....
14. Taxes and Duties	14.1 The Supplier shall be entirely responsible for all taxes, duties, licence fees and other such levies imposed by the GoN.
15. Operation, Maintenance and Spare-parts Manuals	15.1 The successful Supplier shall supply 2 copies of manufacturer's operation, maintenance and spare-part manuals of the goods (Equipment). 15.2 The successful Supplier shall provide the After sales service according to requirement set in Section IV.
16.Conduct of Suppliers	16.1 The Supplier shall be responsible to fulfil his obligations as per the requirement of the Contract Agreement, Bidding documents, GoN’s Procurement Act and Regulations.

	16.2 The Supplier 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 impair or harm, any party or the property of the party involved in the procurement proceedings, f. collusive practice among bidders before or after submission of bids for distribution of works among bidders or fixing artificial/uncompetitive bid price with an intention to deprive the Purchaser the benefit of open competitive bid price. g. contacting the Purchaser with an intention to influence the Purchaser with regards to the bid or interference of any kind in examination and evaluation of the bids during the period after opening of bids up to the notification of award of contract
17.Blacklisting Supplier	17.1 The GoN, Public Procurement and Monitoring Office(PPMO) may blacklist a Supplier for his conduct up to three years on the following grounds and seriousness of the act committed by the supplier: a. if it is proved that the supplier committed acts pursuant to the Sub - clause 16.2, b. if it is proved later that the supplier had committed substantial defect in implementation of the contract or had not substantially fulfilled his obligations under the contract or the completed work is not of the specified quality as per the contract , c. if convicted by a court of law in a criminal offence which disqualifies the supplier from participating in the contract. d. if successful Supplier fails to sign the Contract. 17.2 A Supplier declared blacklisted and ineligible by the GoN shall be ineligible to bid for a contract during the period of time determined by PPMO.
18. Dispute Resolution	18.1 Any dispute arising out of the Contract, which cannot be amicably settled between the parties, shall be referred to adjudication.
19. Retention	19.1 Ten percent (10%) of subsidy amount will be deducted at the time of final payment. The deducted subsidy amount will be released/refunded after completion of Warranty/Guarantee period and motoring by AEPC.
20. Provision of PPA and PPR	20.1 If any provision of this document is inconsistent Public Procurement Act (PPA), 2063 or Public Procurement Regulations (PPR), 2064, the provision of this documents shall be void to the extent of such inconsistency and the provision of PPA and PPR shall prevail.

Section-III: Schedule of Requirements

S.N.	Description	Quantity	Place of Delivery	Delivery Schedule
1	Supply, Delivery, Installation, Commissioning and After Sales Service of **1 kWp** Institutional Solar PV System (ISPS)	1 (One Set)	....	Within 60 days from The Date of Agreement/Purchase Order

The contract will be effective from the date of signing of agreement or the date mentioned in the agreement. Entire task needs to be completed by the selected bidder/supplier within 60 (Sixty) days from the effective date of agreement at the site.

Section-V: Sample Forms

Price Quotation and Price Schedules

Date:

To:
....Name of Employer
....Address of Employer

Having examined the Direct Purchase (DP) documents, we the undersigned, offer to **...(Title of the Task)** in conformity with the said DP documents for the sum of **NRs. In Figure: ....(In Words: ....) including of all taxes and VAT** or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Price Quotation.

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

We agree to abide by this price Quotation for a Period of **30** days from the last date fixed for submission of the Price Quotation.

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

We declare that, we have not been blacklisted and there is no conflict of interest in the proposed procurement proceedings and we have not been punished for an offence relating to the concerned profession or business.

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

Dated this ________________________ day of _________________ 20______.

_____________   _______________________________________

[signature]   [in the capacity of]

Duly authorized to sign Price Quotation for and on behalf of _______________________________

Price Schedule (BoQ)

Name of Supplier/Bidder ______________

A	B	C	D	E	F	G=DxF
Item	**Description**	**Unit**	**Quantity**	**Unit price In Figure (NRs.)**	**Unit price In Words (NRs.)**	**Total Amount (NRs.)**
1	Solar PV Modules ($\geq$1,000 Wp)	Pc				
2	Solar Charge Controller ($\geq$1,400 Wp DC input)	Pc	1			
3	Battery Bank ($\geq$7,200 Whr – C10)	Pc				
4	Inverter ($\geq$2,000 VA)	Pc	1			
5	Mounting Structure	Set	1			
6	Earthing and Lightning Protection System	Set	1			
7	Cable and Conduits	Set	1			
8	Spare Parts and Tools	Set	1			
9	Installation Materials	LS	1			
10	Transportation	LS	1			
11	Installation Charge	LS	1			

A	**Total Amount (NRs.)**	
A1	**Total duties, taxes, import duties and other levies for the contract included in total Amount (A) in NRs.**	
B	**Less: Discount ……..% of Total Amount**	
C	**Net Amount (A-B)**	
D	**Total of VAT Free Items**	
E	**Total of Taxable Items (C-D)**	
F	**Add: Value Added Tax (13% of Taxable Items “E”)**	
G	**Total Amount Including all applicable taxes and VAT in Figure (C+F)**	

Total Amount Including all applicable taxes and VAT in Words:

Note:

- In case of discrepancy between unit price and total, the unit price shall prevail.
- In case of discrepancy between amount (Unit Rate) in figure and words, the amount in words shall prevail.
- Unit price shall include all expenses including custom duties and taxes (Excluding VAT), transportation, insurance cost etc. to the final destination as specified in Schedule of requirement.

Form of Agreement

THIS AGREEMENT made on the ....day of ....**[Month Year]** between **[Name of Institution and address]** ....(hereinafter called "the Purchaser") of the one part and **[Name of the Company and address**... (hereinafter called "the Supplier") of the other part.

WHEREAS the Purchaser invited Priced Quotation for certain goods and ancillary services, viz., **Supply, Delivery and Installation of 1 kWp Institutional Solar PV System** and has accepted a Price Quotation by the Supplier for the supply of those goods and services in the sum of **Nepalese Rupees...........................(Amount in Words: ……………………………………………………… …………..……………………………)** hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSES 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. The Purchaser's Notification of Award *(Letter of Acceptance issued by the Purchaser)*
   b. The Price Quotation Form and the Price Schedule *(As submitted by the Supplier in Section V of the Bidding Document and approved by the Purchaser)*
   c. The Schedule of Requirements *(As agreed by the Supplier in Section III of the Bidding Document)*
   d. The Technical Specifications *(As agreed by the Supplier in Section IV of the Bidding Document)*
   e. The Conditions of Contract *(As agreed by the Supplier in Section II of the Bidding Document)* and
3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the Contract.

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

On behalf of the Purchaser	On behalf of the Supplier
Name: ………………….	Name: …………………….
Designation:	Designation:
Stamp:	Stamp: