



## NEA ENGINEERING COMPANY LIMITED

BIDDING DOCUMENT  
for

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# SUPPLY, DELIVERY, AND TESTING OF GLOBAL NAVIGATION SATELLITE SYSTEM(GNSS) RECEIVER

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Sealed Quotation (SQ)

Sealed Quotation No. NEAEC/SQ/GNSS/03-2080/81

Date of First publication	- 19 <sup>th</sup> April 2024 (2081-01-07)
Last Date and Time of Submission	-3 <sup>rd</sup> May 2024 (2081-01-21),12:00 Hrs
Opening Date and Time	-3 <sup>rd</sup> May 2024(2081-01-21),14:00 Hrs

Fiscal Year: 2080/81



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# Abbreviations

BDS	Bid Data Sheet
BD	Bidding Document
DC	Direct Current
DCS	Delivery and Completion Schedule
DP	Development Partner
EEC	Evaluation and Eligibility Criteria
GCC	General Conditions of Contract
GLONASS	Globalnaya Navigazionnaya Sputnikovaya Sistema
GoN	Government of Nepal
GPS	Global Positioning System
ICC	International Chamber of Commerce
IFB	Invitation for Bids
Incoterms	International Commercial Terms
IP	Ingress Protection
IRD	Inland Revenue Department
ITB	Instructions to Bidders
LGRS	List of Goods and Related Services
NRs.	Nepali Rupees
PAN	Permanent Account Number
PPMO	Public Procurement Monitoring Office
SBD	Standard Bidding Document
SBQ	Schedule of Bidder Qualifications
SCC	Special Conditions of Contract
SQ	Sealed Quotation
SR	Schedule of Requirements
TDS	Tax Deduction at Source
TS	Technical Specifications
UNCITRAL	United Nations Commission on International Trade Law
NEAEC	NEA ENGINEERING COMPANY
VAT	Value Added Tax

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## Section I. Invitation for Sealed Quotation

Name of the Office: NEA Engineering Company Limited

Address of the Office: Trade Tower, Thapathali, Kathmandu, Nepal

### Invitation for Sealed Quotation for the procurement of Supply, Delivery, and Testing of Global Navigation Satellite System (GNSS) Receiver.

Sealed Quotation No: **NEAEC/SQ/GNSS/03-2080/81**

Date of first Publication: **19th April 2024 (2081-01-07)**

1. **The NEA Engineering Company Limited** invites sealed quotations from registered Suppliers for the **Supply, Delivery, and Testing of Global Navigation Satellite System (GNSS) Receiver**.
2. *Eligible Bidders may obtain further information and inspect the Bidding Documents at the office of*  
**Name: NEA Engineering Company Limited**  
**Location: Trade Tower, Thapathali, Kathmandu, Nepal**  
**Mailing address: [info@neaec.com.np](mailto:info@neaec.com.np)**  
**Telephone and facsimile numbers: +977 - 01 - 5111024**  
**website: [www.neaec.com.np](http://www.neaec.com.np) or may visit PPMO website [www.bolpatra.gov.np](http://www.bolpatra.gov.np).**
3. *A complete set of Bidding Documents may be purchased from the office NEA Engineering Company Limited, Trade Tower, Thapathali, Kathmandu by eligible Bidders on the submission of a written application, along with a copy of company/firm registration certificate, and upon payment of a non-refundable fee of NRs. 1000.00 till 3<sup>rd</sup> May 2024 (2081-01-21), 12:00 Hrs*
4. *Bidder who chooses to submit their bid electronically may download the bidding documents for e-submission from PPMO's e-GP [www.bolpatra.gov.np/egp](http://www.bolpatra.gov.np/egp). Bidders, submitting their bid electronically, should deposit the cost of bidding document in **Current Account No. 01000105200831 of Everest Bank Limited, Teku Branch** in the name of NEA Engineering Company Limited*
5. *Sealed bids must be submitted to the office NEA Engineering Company Limited, Trade Tower, Thapathali, Kathmandu by hand or through [www.bolpatra.gov.np/egp](http://www.bolpatra.gov.np/egp) on or before 12:00 hrs on 3<sup>rd</sup> May 2024 (2081-01-21). Bids received after this deadline will be rejected.*
6. *The bids will be opened in the presence of Bidders' representatives who choose to attend at 3<sup>rd</sup> May 2024 (2081-01-21) and 14:00 Hrs at the office of NEA Engineering Company Limited, Trade Tower, Thapathali, Kathmandu. Bids must be valid for a period of 45 days after bid opening and must be accompanied by a bid security amounting to a minimum of NRs. 24,000.00 (In words Twenty-Four Thousand Rupees Only), which shall be valid for 30 days beyond the validity period of the bid (i.e. 2081/04/02). If a bidder wishes to submit the Cash Security, the cash should be deposited in **Current Account No. 01000105200831 of Everest Bank Limited, Teku Branch** in the name of NEA Engineering Company Limited and submit the receipt of the deposited amount of cash along with the Sealed Quotation.*
7. *If the last date of purchasing and /or submission falls on a government holiday, then the next working day shall be considered as the last date. In such case the validity period of the bid security shall remain the same as specified for the original last date of bid submission.*

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8. *The Purchaser reserves the right to accept or reject, wholly or partly any or all the Sealed Quotations without assigning any reason, whatsoever.*

## Section II. Instructions to Bidder

<p><b>1. Scope of Works</b></p>	<p>1.1 The Purchaser <b>stated in the BDS</b> for the procurement of Goods as detailed in attached specifications, drawings and the bill of quantities provided herein. The NEA Engineering Company Limited, name of project and contract identification number of Contracts are <b>provided in the BDS</b>.</p>
<p><b>2. Eligible Bidder</b></p>	<p>2.1 This Invitation for Bids is open to all registered Suppliers with eligibility criteria specified below.</p> <ul style="list-style-type: none"> <li>a) Up to date Firm/Company Registration Certificate</li> <li>b) VAT and PAN Registration Certificates</li> <li>c) Tax Clearance Certificate for the Fiscal Year <b>079/80</b></li> <li>d) Business registration certificate (if required)</li> <li>e) Power of Attorney to sign the Sealed Quotation</li> <li>f) JV Agreement, or a letter of intent to enter into JV, signed by all legally authorized signatories of all the parties to the existing or intended JV, in case of Sealed Quotation is submitted from JV.</li> <li>g) Other Documents as needed:</li> </ul> <p>2.2 A bidder declared blacklisted and ineligible by the GoN, Public Procurement Monitoring Office (PPMO) and/or the DP in case of DP funded project, shall be ineligible to bid for a contract during the period of time determined by the GoN, PPMO and/or the DP.</p>
<p><b>3. One Quotation per Bidder</b></p>	<p>3.1 Each Bidder shall submit only one quotation, A Bidder who submits more than one quotation shall cause all the quotations with the Bidder's participation to be disqualified.</p>
<p><b>4. Cost of Bidding</b></p>	<p>4.1 The Bidder shall bear all costs associated with the preparation and submission of his Quotatio and the Purchaser shall in no case be liable for those costs.</p>
<p><b>5. Site Visit</b></p>	<p>5.1 The Bidder at his own cost, responsibility and risk may visit the site of the supply, delivery or installation of Goods and acquire all necessary information for preparing the bid and entering into a contract for the procurement of Goods.</p>
<p><b>6. Content of Quotation Form</b></p>	<p>6.1 The Quotation Form comprise the documents listed below:</p> <ul style="list-style-type: none"> <li>1. Section I: Invitation for Sealed Quotation (SQ)</li> <li>2. Section II: Instructions to Bidders</li> <li>3. Section III: Bid Data Sheet</li> </ul>

	<p>4. Section IV Quotation Forms and Price Schedule</p> <p>5. Section V: Schedule of Requirements</p> <p>6. Section VI: General Conditions of Contract (GCC)</p> <p>7. Section VII: Special Conditions of Contract</p> <p>8. Section VIII: Contract Form</p>
<b>7. Clarification</b>	7.1 A prospective Supplier/Bidder may obtain clarification on the Quotation Form from the the Purchaser on or before 5 days prior to the deadline for submission of Quotation.
<b>8. Language of Quotation</b>	8.1 All documents relating to the Quotation shall be in English or in Nepali.
<b>9. Documents Comprising Quotation</b>	<p>9.1 The Quotation by the Bidder shall comprise the following:</p> <p>a. Quotation Form and Price Schedules</p> <p>b. Bid Security</p> <p>c. Schedule of Requirements</p>
<b>10. Quotation Prices</b>	<p>10.1 The Bidder shall indicate on the appropriate Price Schedule the unit prices (where applicable) and total price in Nepali Rupees. for all items of the goods to be supplied under the contract.</p> <p>10.2 All duties, taxes and other levies payable by the Bidder under the contract shall be included in the rates, prices and total Bid Price submitted by the Bidder.</p> <p>10.3 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.</p>
<b>11. Quotation Validity</b>	11.1 The Sealed Quotation shall remain valid for the period of 45 days after opening of the quotation. A bid valid for a shorter period shall be rejected by the Purchaser as nonresponsive.
<b>12. Quotation/Bid Security</b>	<p>12.1 The Bidder shall furnish as part of its Sealed Quotation, in original form, a bid security <b>as specified in the BDS</b>. In case of e-submission of Quotation, the Bidder shall upload scanned copy of Bid security letter at the time of electronic submission of the Sealed Quotation. The Bidder accepts that the scanned copy of the Bid security shall, for all purposes, be equal to the original. The details of original Bid Security and the scanned copy submitted with e-Sealed Quotation should be the same otherwise the Sealed Quotation shall be non-responsive.</p> <p>12.2 The Bid Security shall be, at the Bidder's option, in any of the following forms:</p> <p>(a) an unconditional bank guarantee from Commercial Bank or</p>

	<p>Financial Institution eligible to issue Bank Guarantee as per prevailing Law or;</p> <p>(b) a cash deposit voucher in the Purchaser's Account <b>as specified in the BDS</b></p> <p>In the case of a bank guarantee, the Bid Security shall be submitted either using the Bid Security Form included in Section III (Bidding Forms) or in another Form acceptable to the Purchaser. The form must include the complete name of the Bidder. The Bid security shall be valid for minimum thirty (30) days beyond the original validity period of the bid</p> <p>12.3 Any Sealed Quotation not accompanied by an enforceable and substantially compliant bid security, shall be rejected by the Purchaser as nonresponsive. In case of e-Submission, if the scanned copy of an acceptable Bid Security letter is not uploaded with the electronic Bid then Bid shall be rejected.</p> <p>12.4 The Bid security shall be forfeited if:</p> <p>(a) a Bidder requests for withdrawal or modification during the period of Quotation validity specified by the Bidder on the Letter of Bid, after Sealed Quotation submission deadline.</p> <p>(b) a Bidder changes the prices or substance of the Sealed Quotation while providing information;</p> <p>(c) a Bidder involves in fraud and corruption pursuant to clause 26;</p> <p>(d) the successful Bidder fails to:</p> <p>(i) furnish a performance security in accordance with clause 25;</p> <p>(ii) sign the Contract in accordance within the period stipulated in Letter of Award.; or</p> <p>(iii) accept the correction of arithmetical errors pursuant to clause 19.1</p> <p>(iv) fails to provide the clarification of its Quotation by the date and time set in the Purchaser's request for clarification</p>
<p><b>13. Format and Signing of Quotations</b></p>	<p>13.1 The Quotation shall be typed or written in indelible ink and shall be signed by an authorized person. Any entries or amendments including alternations, additions or corrections made shall be initialled by the same authorized person.</p>
<p><b>14. Sealing and Marking of Quotations</b></p>	<p>14.1 Bidders may submit their bids by manually or by electronically. When so <b>specified in the BDS</b>. Procedures for submission, sealing and marking are as follows:</p> <p>Bidders submitting bids by manually. The Bidder shall submit his bid in sealed envelopes. The envelope shall be addressed to the Purchaser as <b>specified in the BDS</b> and shall bear the name and identification number of the Sealed quotation.</p> <p>14.2 Bidders submitting Bids electronically shall follow the electronic bid submission procedure <b>specified in the BDS</b>.</p>



<p><b>15. Deadline for Submission of Quotations</b></p>	<p>15.1 Quotations shall be delivered to the Purchaser at the address no later than the time and date <b>specified in the BDS.</b></p>
<p><b>16. Late Quotation</b></p>	<p>16.1 Any Quotation received by the Purchaser after the deadline shall not be accepted and shall be returned unopened to the Bidder upon request.</p>
<p><b>17. Modification And Withdrawal</b></p>	<p>17.1 Sealed Quotations once submitted shall not be withdrawn or modified.</p>
<p><b>18. Bid Opening</b></p>	<p>18.1 The Purchaser shall open the Quotations in the presence of the Bidders' representatives who choose to attend at the time and in the place <b>as specified in the BDS</b></p> <p>18.2 The Purchaser shall prepare and provide minutes of the opening including the information disclosed to those present.</p>
<p><b>19. Process to be Confidential</b></p>	<p>19.1 Information relating to the examination, evaluation and comparison of Quotations and recommendations for the award of a contract shall not be disclosed to Bidders or any other persons not officially concerned with such process until the award to the successful Bidder has been announced. Any efforts by the Bidder to influence the Purchaser in the Quotation evaluation, comparison or contract award decisions may result in rejection of Bidder's quotation.</p>
<p><b>20. Examination of Quotations</b></p>	<p>20.1 Prior to the detailed evaluation of Quotations, the Purchaser shall determine whether each Quotation</p> <ul style="list-style-type: none"> <li>(a) meets the eligibility criteria defined in Clause 2;</li> <li>(b) has been properly signed by the authorized person;</li> <li>(c) is accompanied by the required securities; and</li> <li>(d) is substantially responsive to the requirements of the Bidding documents.</li> </ul>
<p><b>21. Evaluation and Comparison of Quotations</b></p>	<p>21.1 In evaluating the Quotations, the Purchaser shall determine for each Sealed Quotation the evaluated Quotation Price by adjusting any corrections for errors. Quotations shall be checked by the Purchaser for any arithmetic errors. Errors shall be corrected by the Purchaser as follows:</p> <ul style="list-style-type: none"> <li>(a) only for unit price Contracts, if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Purchaser there is an obvious misplacement of</li> </ul>

	<p>the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;</p> <p>(b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and</p> <p>(c) If there is a discrepancy between the Quotation price in the Summary of Price Schedule and the Quotation amount in item (c) of the Letter of Quotation, the price in the Summary of Price Schedule will prevail and the Quotation amount in item (c) of the Letter of Quotation will be corrected.</p> <p>(d) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a), (b) and (c) above.</p> <p>21.2 In case of e-submission of bid, upon notification from the Purchaser, the bidder shall also submit the original of documents comprising the Sealed Quotation as per ITB 9 for verification of submitted documents for acceptance of the e-submitted bid. If a Bidder does not provide original of document of its Sealed Quotation by the date and time set in the Purchaser's request for clarification, its bid may be rejected.</p> <p>21.3 If the Bidder that submitted the lowest evaluated bid does not accept the correction of errors, its bid shall be disqualified and its Quotation security shall be forfeited.</p> <p>21.4 In Case, a corruption case is being filed to Court against the Natural Person or Board of Director of the firm/institution /company or any partner of JV, such Natural Person or Board of Director of the firm/institution /company or any partner of JV such bidder's bid shall be excluded from the evaluation, if public entity receives instruction from Government of Nepal.</p>
<p><b>22. Award of Contract</b></p>	<p>22.1 The Purchaser shall decide the award of the contract to the Bidder whose Quotation is within the approved estimate and who has offered the lowest evaluated Price within Quotation validity period provided that such Bidder has been determined to be eligible in accordance with the provisions of Clauses 2.</p> <p>22.2 In Case, a corruption case is being filed to Court against the Natural Person or Board of Director of the firm/institution /company or any partner of JV, such Natural Person or Board of Director of the firm/institution /company or any partner of JV such bidder's bid shall be excluded from the evaluation, if public entity receives instruction from Government of Nepal.</p>
<p><b>23. Purchaser's Right to Accept or</b></p>	<p>23.1 The Purchaser reserves the right to accept or reject any Quotation or to cancel the bidding process and reject all Quotations, at any time prior to the award of the contract, without assigning any reasons whatsoever and without thereby</p>

<b>Reject</b>	incurring any liability to the affected Bidder or Bidders.
<b>24. Notification of Award and Signing of Agreement</b>	<p>24.1 The Bidder whose bid is accepted and all other participating bidders shall be notified of the award by the Purchaser.</p> <p>24.2 The notification (hereafter called the "Letter of Acceptance") to the successful Bidder shall state the sum that the Purchaser shall pay the Bidder in the execution and completion of the contract. Within 7 days of receipt of the Letter of Acceptance, the successful Bidder shall deliver the Performance Security pursuant Clause 25 and sign the Agreement.</p> <p>24.3 Inability of the Bidder to make an Agreement within the above stated period shall result in the forfeiture of the Bidder's Quotation Security and, upon which the Contract shall then be awarded to the next successive successful Bidder.</p>
<b>25. Performance Security</b>	<p>25.1 Within seven (7) days of the receipt of Letter of Acceptance from the Purchaser, the successful Bidder shall furnish the performance security as stated below from Commercial Bank or Financial Institution eligible to issue Bank Guarantee as per prevailing Law in accordance with the conditions of Contract using Sample Form for the Performance Security included in Section VIII (Contract Forms), or another form acceptable to the Purchaser.</p> <p>i) If bid price of the bidder selected for acceptance is up to 15 (fifteen) percent below the approved cost estimate, the performance security amount shall be 5 (five) percent of the bid price.</p> <p>ii) For the bid price of the bidder selected for acceptance is more than 15 (fifteen) percent below of the cost estimate, the performance security amount shall be determined as follows:  <b>Performance Security Amount =</b>  <b>[(0.85 x Cost Estimate – Bid Price) x 0.5] + 5% of Bid Price.</b></p> <p>The Bid Price and Cost Estimate shall be inclusive of Value Added Tax.</p>
<b>26. Corrupt or Fraudulent Practices</b>	<p>26.1 The Purchaser shall reject a bid for award if it determines that the Bidder recommended for award of contract has engaged in corrupt or fraudulent practices in competing for the contract in question.</p> <p>26.2 In Case, a corruption case is being filed to Court against the Natural Person or Board of Director of the firm/institution /company or any partner of JV, such Natural Person or Board of Director of the firm/institution /company or any partner of JV such bidder's bid shall be excluded from the evaluation, if public entity receives instruction from Government of Nepal.</p>
<b>27. Conduct of</b>	<p>27.1 The Bidder shall be responsible to fulfil his obligations as per the requirement of the Contract Agreement, Bidding</p>

<p><b>Bidders</b></p>	<p>documents, GoN's Procurement Act and Regulations.</p> <p>27.2 The Bidder shall not carry out or cause to carry out the following acts with an intention to influence the implementation of the procurement process or the procurement agreement:</p> <ul style="list-style-type: none"> <li>a) give or propose improper inducement directly or indirectly,</li> <li>b) distortion or misrepresentation of facts</li> <li>c) engaging or being involved in corrupt or fraudulent practice</li> <li>d) interference in participation of other prospective bidders.</li> <li>e) coercion or threatening directly or indirectly to cause harm to the person or the property of any person to be involved in the procurement proceedings,</li> <li>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.</li> </ul> <p>27.3 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</p>
<p><b>28. Blacklisting Bidder</b></p>	<p>28.1 Without prejudice to any other right of the Purchaser under this Contract, GoN, Public Procurement Monitoring Office may blacklist a bidder for his conduct up to three years on the following grounds and seriousness of the act committed by the bidder:</p> <ul style="list-style-type: none"> <li>a) if it is proved that the bidder committed acts pursuant to the Sub-Clause 27.2,</li> <li>b) if it is proved later that the bidder/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,</li> <li>c) if convicted by a court of law in a criminal offence which disqualifies the bidder from participating in the contract.</li> <li>d) if it is proved that the contract agreement signed by the bidder was based on false or misrepresentation of bidder's qualification information,</li> <li>e) Inability of the bidder signing the contract agreement, once the letter of acceptance to the successful bidder has been provided by the Purchaser.,</li> </ul> <p>28.2 A firm declared blacklisted and ineligible by the GON shall be ineligible to bid for a contract during the period of time determined by the PPMO.</p>

<p><b>29. Publication of contract award notice</b></p>	<p>29.1 Within three days of contract signing, the Public Entity shall publish a notice on the contract award with following information: in its notice board as well as shall manage to publish the notice on the notice board of <b><i>District Coordination Committee, District Administration Office, Provincial Treasury and Controller Office and District Treasury and Controller Office</i></b>, such notice shall also be posted in its website and PPMO's website.</p> <ul style="list-style-type: none"> <li>a. Name of the procurement,</li> <li>b. IFB number,</li> <li>c. date and name of newspaper published the IFB notice,</li> <li>d. name of the successful Bidder, and the contract price.</li> </ul> <p>29.2 The Purchaser shall promptly respond in writing to any unsuccessful Bidder who, within thirty days from the date of publication of contract award notice in accordance with ITB 29.1, requests in writing the grounds on which its bid was not selected.</p>
<p><b>30. Provision of PPA and PPR</b></p>	<p>30.1 If any provision of this document are inconsistent with 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.</p>

## Section – III Bid Data Sheet

ITB 1	<p>The scope of Supply is: <b><i>Supply, Delivery, and Testing of Global Navigation Satellite System (GNSS) Receiver.</i></b></p> <p>The number of the Invitation for Sealed Quotation (SQ is: <b>NEAEC/SQ/GNSS/03-2080/81</b>)</p> <p>The Purchaser is: <b>NEA Engineering Company Limited</b></p>
ITB 12.1	<p>The Bidder shall furnish a bid security, from Commercial Bank or Financial Institution eligible to issue Bank Guarantee as per prevailing Law with a minimum of <b>NRs. 24,000.00 (In Words Twenty-Four Thousand Rupees Only)</b> which shall be valid for 30 days beyond the validity period of the bid.</p>
ITB 12.2 (b)	<p>Cash Deposit Account for Bid Security:</p> <p><b>Bank Name: Everest Bank Limited</b></p> <p><b>Bank Address: Teku Branch</b></p> <p><b>Account holder's Name: NEA Engineering Company Limited</b></p> <p><b>Account Number: 01000105200831</b></p>
ITB 14.1	<p>Bidders <b><i>shall</i></b> have the option of submitting their bids electronically.</p> <p>The electronic submission procedure shall be:</p> <p>Bidders shall follow the electronic bid submission procedures specified below:</p> <ol style="list-style-type: none"> <li>i. The bidder is required to register in the e-GP system <a href="https://www.bolpatra.gov.np/egp">https://www.bolpatra.gov.np/egp</a> following the procedure specified in e-GP guideline.</li> <li>ii. Interested bidders may either purchase the bidding document from the Purchaser's office as specified in the BDS or may download the from e-GP system.</li> <li>iii. The registered bidders need to maintain their profile data required during preparation of bids.</li> <li>iv. In order to submit their bids electronically the cost of the bidding document shall be deposited in the account specified in IFQ. In addition, electronic scanned copy (.pdf format) of the bank deposit voucher/cash receipt should also be submitted along with the bid.</li> <li>v. The bidder can prepare the their bids using data and documents maintained in bidder's profile and forms/format provided in Sealed Quotation Document by Purchaser. The bidder may submit bids as a single entity or as a joint venture. The bidder submitting bid in joint venture shall have to upload joint venture agreement along with partner(s) <b>Bolpatra ID</b> provided during bidder's registration.</li> <li>vi. Bidders (all partners in case of JV) should update their profile data and documents required during preparation and submission of their bids.</li> <li>vii. In case of bid submission in JV, the consent of the partners shall be obtained through the confirmation link sent to the registered email address</li> </ol>

and the partners shall have to acknowledge their confirmation.  
The required forms and documents shall be part of technical bids.

No.	Document	Requirement	Remarks
1	Letter of Quotation	Mandatory	PDF
2	Quotation Security/Bank Guarantee	Mandatory	PDF
3	Company registration	Mandatory	PDF
4	VAT registration	Mandatory	PDF
5	Tax clearances certificate or evidence of tax return submission for the <b>F/Y 079/80</b>	Mandatory	PDF
6	Power of Attorney of Bid signatory	Mandatory	PDF
7	Completed Price Schedule	Mandatory	PDF
8	Joint venture agreement/intent of JV	Mandatory in case of JV Bids Only	PDF

viii. After providing all the details and documents, bid response documents will be generated from the system. Bidders are advised to download and verify the response documents prior to bid submission.

ix. For verifying the authentic user, the system will send one time password in the registered email address of the bidder. System will validate the OTP and allow bidder to submit their bid.

x. Once Quotation is submitted, bidders won't able to modify/withdrawal their bid.

xi. The Bidder/Quotation shall meet the following requirements and conditions for e-submission of bids;

The e-submitted Quotations must be readable through PDF reader.

The facility for submission of Quotation electronically through e-submission is to promote transparency, non-discrimination, equality of access, and open competition in the bidding process. The Bidders are fully responsible to use the e-submission facility properly in e-GP system as per specified procedures and in no case the Purchaser shall be held liable for Bidder's inability to use this facility.

When a bidder submits electronic bid through the PPMO e-GP portal, it is assumed that the bidder has prepared the bid by studying and examining the complete set of the Bidding documents including specifications, drawings and conditions of contract."

ITB 15	<p>The deadline for Sealed Quotation submission is:</p> <p><b>Date: 3<sup>rd</sup> May 2024 (2081-01-21)</b></p> <p><b>Time: 12:00 Hrs.</b></p> <p><b>Address: NEA Engineering Company Limited, Trade Tower, Thapathali, Kathmandu</b></p>
ITB 18	<p>The Sealed Quotation opening shall take place at:</p> <p><b>Address: NEA Engineering Company Limited, Trade Tower, Thapathali, Kathmandu</b></p> <p><b>Date: 3<sup>rd</sup> May 2024 (2081-01-21)</b></p> <p><b>Time: 14:00 Hrs.</b></p> <p>i) e-GP system allows to download the Sealed Quotation response document only after bid opening date and time are met. Simultaneous login of two members of the opening committee is required for bid opening.</p> <p>ii) The Purchaser shall conduct the opening of bid at the address on the same date and time as specified in bidding document in the presence of Bidders' representatives who choose to attend.</p>



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## Section IV. Quotation Form and Price Schedule

### 1. Quotation and Price Schedules

Date:

To: *NEA Engineering Company Limited*  
*Trade Tower, Thapathali*  
*Kathmandu, Nepal*

Gentlemen and/or Ladies:

Having examined the Sealed Quotation (SQ) documents, we the undersigned, offer to supply and deliver **[description of goods and services]** in conformity with the said SQ documents for the sum of **[total SQ amount in words and figures]** or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this SQ.

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

If our SQ is accepted, we will obtain the guarantee of a bank in a sum equivalent to the amount as stated in the ITB Clause 25 for the due performance of the Contract, in the form prescribed by the Purchaser.

We agree to abide by this SQ for a Period of **45** days from the date fixed for SQ opening it shall remain binding upon us and may be accepted at any time before the expiration of that period.

We understand that this SQ, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal Contract is prepared and executed.

We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

We declare that we are not ineligible to participate in the procurement proceedings; have no conflict of interest in the proposed procurement proceedings and have not been punished for a profession or business-related offense.

We understand that you are not bound to accept the lowest evaluated SQ or any other SQ that you may receive.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

\_\_\_\_\_  
[signature]

\_\_\_\_\_  
[in the capacity of]

Duly authorized to sign SQ for and on behalf of \_\_\_\_\_



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## 2. Bidder's Information Form

*[The Bidder shall fill in this Form. No alterations to its format shall be permitted and no substitutions shall be accepted. In case of joint venture, each partner shall fill the information in separate form.]*

1.	Bidder's Legal Name	
2	Bidder's Address:	
3	Bidder's Country of Registration:	
4.	Bidder's Year of Registration:	
5.	Bidder's Legal Address in Country of Registration	
6.	Bidder's Authorized Representative Information: Name: Address: Telephone/Fax numbers: Email Address:	
7	Bidder's Telephone/Fax numbers:	
8	Bidder's Email Address:	
	<b>Attached are copies of the following original documents.</b> <input type="checkbox"/> 1. Firm Registration Certificate <input type="checkbox"/> 2. Authorization to represent the firm	

### 3. Price Schedule for Goods

Name of Bidder \_\_\_\_\_ Contract Identification Number \_\_\_\_\_

Item	Description	Country of Origin	Quantity	Unit Price <sup>1</sup> EXW		Total Price (in NRs) (cols. 4x5)
				(in NRs)		
				In Figure	In Words	
1	2	3	4	5		4x5=6
Total						
VAT						
Grand Total						

Note: Unit price shall include all custom duties and taxes, transportation cost to the final destination and insurance cost.

**[If there are more than one lot/slice/package, prepare Price Schedule form for each lot/slice/package]**

Name \_\_\_\_\_

In the capacity of \_\_\_\_\_

Signed \_\_\_\_\_

Duly authorized to sign the Sealed Quotation for and on behalf of \_\_\_\_\_

Date: \_\_\_\_\_

<sup>1</sup> The price shall include all customs duties and sales and other taxes already paid or payable on the components and raw material used in the manufacture or assembly of the item or the customs duties and sales and other taxes paid on the previously imported item offered ex warehouse, ex showroom, or off-the-shelf. These factors should not be entered separately.



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#### 4. Bid Security

##### **Bank's Name, and Address of Issuing Branch or Office**

**(On Letter head of the** Commercial Bank or Financial Institution eligible to issue Bank Guarantee as per prevailing Law)

Beneficiary: ..... name and address of Employer.....

Date:.....

Bid Security No.: .....

We have been informed that ..... **[insert name of the Bidder]** (hereinafter called "the Bidder") intends to submit its bid (hereinafter called "the Bid") to you for the execution of ..... name of Contract ..... under Invitation for Bids No. .... ("the IFB").

Furthermore, we understand that, according to your conditions, bids must be supported by a bid guarantee.

At the request of the Bidder, we..... name of Bank. ....hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of. . .....amount in figures ..... ( .....amount in words .....) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the bid conditions, because the Bidder:

- (a) has withdrawn or modifies its Bid during the period of bid validity specified by the Bidder in the Form of Bid; or
- (b) does not accept the correction of errors in accordance with the Instructions to Bidders (hereinafter "the ITB"); or
- (c) having been notified of the acceptance of its Bid by the Employer during the period of bid validity,
  - (i) fails or refuses to execute the Contract Agreement, or (ii) fails or refuses to furnish the performance security, in accordance with the ITB.
- (d) is involved in fraud and corruption in accordance with the ITB

This guarantee will remain in force up to and including the date .....number.....days after the deadline for submission of Bids as such deadline is stated in the instructions to Bidders or as it may be extended by the Employer, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this guarantee should reach the Bank not later than the above date.

This Bank guarantee shall not be withdrawn or released merely upon return of the original guarantee by the Bidder unless notified by you for the release of the guarantee.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 758.

Bank's seal and authorized signature(s) . . .

**Note:**

The bid security of ..... has been counter guaranteed by the Bank .....on ..... (Applicable for Bid Security of Foreign Banks).



## Section V. Schedule of Requirements

### 1. List of Goods and Related Services

S. No.	Item Description	UOM	Quantity
1	1(One) Set of GNSS Receiver (2 (Two) Nos. of GNSS Receiver and 1(One) No. of Controller) all complete as per technical specifications.	Set	1 (One)
2	Testing of GNSS Receivers and Controller	Lot	1 (One)
3	2(Two) days of training related to instrument operation and post-processing of GNSS Data	Lot	1 (One)

### 2. Delivery and Completion Schedule

S. No.	Description	Final Destination	Required Delivery Schedule (In Days/weeks/months from the date of signing the contract)		Bidder's offered Delivery date [to be provided by the bidder]
			Earliest	Acceptable	
1	Supply, Delivery, and Testing of 1(One) Set of GNSS Receiver (2 (Two) Nos. of GNSS Receiver and 1(One) No. of Controller) all complete as per technical specifications.	NEA Engineering Company Limited, 2nd Floor Trade Tower, Thapathali, Kathmandu	5 (Five) Days	15 (Fifteen) Days	



## 2. Technical Specifications

S. No.	Descriptions	Requirements	Bidder's Offer
1	<b>Receiver Type</b>	<ul style="list-style-type: none"> <li>• Multi-frequency and multi-constellation GNSS receiver.</li> <li>• Receiver should be capable of receiving following signals and should be capable to track a minimum of 450 Channels simultaneously:               <ul style="list-style-type: none"> <li>✓ GNSS GPS (L1, L2, L5)</li> <li>✓ GLONASS (L1, L2)</li> <li>✓ GALILEO (E1, E5a, E5b)</li> <li>✓ BeiDOU (B1,B2)</li> <li>✓ INRS</li> </ul> </li> <li>• Should have fully-independent GNSS tracking</li> <li>• Should be able to track all satellites within visible horizon</li> </ul> <p>(1 No. of receiver must have laser measurement range of at least 10 m)</p>	

S. No.	Descriptions	Requirements	Bidder's Offer
2	<b>Antenna Type</b>	<ul style="list-style-type: none"> <li>• Antenna weight should be less than 2 kg</li> <li>• Antenna calibration model data should be available.</li> <li>• Should have multi-path mitigation mechanism</li> <li>• Antenna should be capable of receiving following signals               <ul style="list-style-type: none"> <li>✓ GPS (L1, L2, L5)</li> <li>✓ GLONASS (L1, L2)</li> <li>✓ GALILEO (E1, E5a, E5b)</li> <li>✓ BeiDOU (B1, B2)</li> <li>✓ INRS</li> </ul> </li> </ul>	
3	<b>Controller</b>	<ul style="list-style-type: none"> <li>• Full operation control of receiver function.</li> <li>• Should operate on internal battery and with external power supply.</li> <li>• Should continuously work for a minimum 6 hours without charging</li> <li>• Minimum 5.5 inch sunlight readable screen 1080P HD display.</li> <li>• 5.0 Dual-mode Bluetooth or Higher, ultra long-range Bluetooth connection.</li> <li>• 9000mAh Li-Polymer Battery for continuously working 24 hours or better.</li> </ul>	

S. No.	Descriptions	Requirements	Bidder's Offer
		<ul style="list-style-type: none"> <li>Physic full QWERTY keyboard speeds up working efficiency</li> </ul>	
4	<b>Positioning Accuracy for Static</b>	<ul style="list-style-type: none"> <li>3 mm <math>\pm</math> 0.5ppm horizontal or better</li> <li>5mm <math>\pm</math> 0.5ppm vertical or better</li> </ul>	
5	<b>Positioning Accuracy for RTK</b>	<ul style="list-style-type: none"> <li>10mm <math>\pm</math> 1ppm horizontal or better</li> <li>15 mm <math>\pm</math> 1 ppm vertical or better</li> </ul>	
6	<b>IMU tilt</b>	<ul style="list-style-type: none"> <li>Up to 60° IMU tilt compensation</li> </ul>	
7	<b>Internal Radio RTK Range</b>	<ul style="list-style-type: none"> <li>14 km + or Better</li> </ul>	
8	<b>Data Recording/Logging</b>	<ul style="list-style-type: none"> <li>Receiver should be able to store data on internal and external storage media (collectively 8 GB or more).</li> <li>The receiver should be able to record data at multiple measurement intervals, multiple concurrent logging sessions including data logging frequency of 10 Hz or better</li> </ul>	
9	<b>Display and User Interface</b>	<ul style="list-style-type: none"> <li>Should have user Interface, accessible, for configuration, operation, status and data transfer.</li> </ul>	



S. No.	Descriptions	Requirements	Bidder's Offer
10	<b>Data Port and Communication</b>	<ul style="list-style-type: none"> <li>• All necessary data and communication port including Antenna Port, External power supply support, COM Data Port</li> <li>• Bluetooth/Wi-Fi and cable connection to controller</li> <li>• The receiver should support USB connections via USB port</li> </ul>	
11	<b>Receiver Battery</b>	<ul style="list-style-type: none"> <li>• The receiver should have removable internal batteries with overvoltage protection</li> <li>• and total supply at least 6Ah</li> <li>• The batteries should be able to be charged with external/internal charger</li> </ul>	
12	<b>Power Requirement</b>	<ul style="list-style-type: none"> <li>• Provision to work with external power supply in the range of 9 to 24volts DC.</li> <li>• Automatic switching facility between internal and external power source.</li> <li>• Polarity protection DC.</li> <li>• Rechargeable batteries with capacity to operate continuously for at least 15 hours under minimum configuration</li> </ul>	

S. No.	Descriptions	Requirements	Bidder's Offer
13	<b>Environmental</b>	<ul style="list-style-type: none"> <li>• Operating Temperature: -20° C to + 60° C or better</li> <li>• Storage Temperature: -40° C to + 65° C or better</li> </ul>	
14	<b>Protection</b>	<ul style="list-style-type: none"> <li>• Waterproof and Dust-tight (IP 67 or better), shockproof, Humidity: 100% non-condensing and condensation proof</li> </ul>	
15	<b>Compatibility and Accessories</b>	<ul style="list-style-type: none"> <li>• All necessary power cables for connections and operations</li> <li>• Internal batteries, battery charger, power cable.</li> <li>• Extra cables and connectors for power from external battery</li> <li>• All essential connectors and cables</li> </ul>	

S. No.	Descriptions	Requirements	Bidder's Offer
16	<b>GNSS Data Processing and Analyzing Software</b>	<ul style="list-style-type: none"> <li>• The software should be able to download and process raw data.</li> <li>• The software should be able to perform all necessary functions of transferring data to card/external data logger/computer, RINEXing raw data and storing data in proprietary format.</li> <li>• The software should be capable of handling and configuring GNSS data for GPS, GLONASS, GALILEO, BeiDOU together and individually.</li> <li>• The software should support automatic RINEX conversion based upon the user defined sampling interval and file length.</li> </ul>	
17	<b>Accessories</b>	<ul style="list-style-type: none"> <li>•1(One) Aluminum tripod</li> <li>•1 (One) Carbon Fiber Pole</li> <li>•1 (One) Bipod for holding carbon fiber pole</li> </ul>	

S. No.	Descriptions	Requirements	Bidder's Offer
18	<b>Warranty</b>	<ul style="list-style-type: none"> <li>• Minimum of one year's replacement warranty in parts and labor service. (The vendor should provide an official warranty certificate of 1 (One) year issued by the manufacturer at the time of delivery.)</li> <li>• 1 (One) year Replacement warranty for any Hardware Problem.</li> <li>• Free Update Software required in at least 5 years.</li> </ul>	
19	<b>Training</b>	<ul style="list-style-type: none"> <li>• 2 (Two) days of training related to instrument operation and post-processing of GNSS Data</li> </ul>	

Signed: .....

Address:.....

As representative for.....

Date:.....



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## Section VI. General Conditions of Contract

<b>1. Definitions</b>	<p>1.1 In this contract, the following terms shall be interpreted as indicated:</p> <ul style="list-style-type: none"><li>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;</li><li>b. "The Contract Price" means the price payable to the Supplier under the contract for the full and proper performance of its contractual obligation;</li><li>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;</li><li>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.</li><li>e. "The Purchaser" means the procuring entity purchasing the goods;</li><li>f. "The Supplier" means the organization supplying the goods and services under this contract.</li></ul>
<b>2. Technical Specification</b>	<p>2.1 The goods supplied under this contract shall confirm to the standards mentioned in the Technical Specification.</p>
<b>3. Patent Right</b>	<p>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.</p>

<p><b>4. Performance Security</b></p>	<p>4.1 Within seven days (7) of receipt of award of contract from the Purchaser, the successful Bidder shall furnish the performance security in the Performance Security Form provided in the Bidding Documents for the due performance of the Contract in the amounts <b>specified in the SCC.</b></p> <p>4.2 Failure of the successful Supplier to comply with the requirement of Sub - clause 4.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the Purchaser may make the award to the next lowest Supplier or call for new sealed quotations.</p> <p>4.3 The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.</p> <p>4.4 The validity of Performance Security shall be the sum of delivery period, warranty period from the date of the issue of final acceptance certificate to the Supplier and additional one month.</p> <p>4.5 The performance security shall be released within 28 days of completion of warranty period and upon submission of claim by the Supplier.</p>
<p><b>5. Inspection and Tests</b></p>	<p>5.1 The Purchaser or its Representative shall have the right to inspect and/or test the goods to confirm their conformity to the Technical Specification and the quality of performance after the supply and delivery of good to the Purchaser's premises</p> <p>5.2 The Purchaser may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Purchaser.</p>
<p><b>6. Packing</b></p>	<p>6.1 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.</p> <p>6.2 The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit and open storage.</p> <p>6.3 The packing, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided in accordance with international standard and practice.</p>
<p><b>7. Delivery of Goods</b></p>	<p>7.1 Delivery of the goods shall be made by the Supplier in accordance with the terms specified by the Purchaser in its Schedule of Requirements.</p>
<p><b>8. Insurance</b></p>	<p>8.1 The goods supplied under the contract shall be fully insured in the</p>

	currency of the Sealed Quotation price against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified.
<b>9. Warranty</b>	<p>9.1 The Supplier warrants that all the goods supplied under the contract shall fully comply with the specification laid down in the contract.</p> <p>9.2 Unless otherwise <b>specified in the SCC</b>, the warranty shall remain valid for one year after the goods have been delivered to the final destination indicated in the contract, and accepted by the Purchaser after installation and commissioning of equipment by the Supplier.</p> <p>9.3 The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty.</p> <p>9.4 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.</p>
<b>10. Payment</b>	<p>10.1 Payment shall be made in the Nepalese currency <b>as specified in the SCC</b></p> <p>10.2 Payment of the goods shall be made after the delivery and installation and commissioning of goods (if applicable) to the satisfaction of the Purchaser.</p>
<b>11. Prices</b>	11.1 Prices charged by the Supplier for goods delivered under the contract shall not vary from the prices quoted by the Supplier in its sealed quotation.
<b>12. Changed Order</b>	12.1 Where the Purchaser desires to make changes in <b>Schedule of Requirement</b> , it shall not exceed more than 15 percent.
<b>13. Liquidated Damages</b>	13.1 If the Supplier fails to deliver any or all of the goods within the time period specified in the contract, the Purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to 0.05 percent of the contract price of delayed goods for each day of delay until actual delivery, up to a maximum deduction of 10 percent of the delayed goods' contract price. Once the maximum is reached, the Purchaser may consider termination of the contract.
<b>14. Resolution of Disputes</b>	14.1 If any dispute or difference of any kind whatsoever shall arise between the Purchaser and the Supplier in connection with or arising out of the Contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

	<p>14.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.</p> <p>14.2.1 Any dispute or difference in respect of such a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract.</p> <p>14.2.2 Arbitration proceedings shall be conducted in accordance with in accordance with the rules of Nepal Council of Arbitration (NEPCA).</p> <p>14.3 Notwithstanding any reference to arbitration herein,</p> <p>a. the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and</p> <p>b. the Purchaser shall pay the Supplier any monies due the Supplier.</p>
<b>15. Governing Language</b>	15.1 The Governing Language shall be: Nepali or English
<b>16. Applicable Law</b>	16.1 The applicable law shall be Laws of Nepal.
<b>17. Notices</b>	<p>17.1 Any Notice given by one party to the other pursuant to the Contract shall be in writing to the address <b>specified in the SCC</b>. The term "in writing" means communicated in written form with proof of receipt</p> <p>17.2 A Notice shall be effective when delivered or on the Notice's effective date, whichever is later.</p>
<b>18. Taxes and Duties</b>	18.1 The Supplier shall be entirely responsible for all taxes, duties, licence fees and other such levies imposed by the GON.
<b>19. Operation, Maintenance and Spare-parts Manuals</b>	19.1 The successful Supplier shall supply manufacturer's operation, maintenance and spare-part manuals of the goods (Equipment) <b>as specified in SCC</b> .
<b>20. Conduct of Suppliers</b>	20.1 The Supplier shall be responsible to fulfil his obligations as per the requirement of the Contract Agreement, Quotation documents, GoN's Procurement Act and Regulations.



	<p>20.2 The Supplier shall not carry out or cause to carryout the following acts with an intention to influence the implementation of the procurement process or the procurement agreement:</p> <ol style="list-style-type: none"> <li>a. give or propose improper inducement directly or indirectly,</li> <li>b. distortion or misrepresentation of facts</li> <li>c. engaging or being involved in corrupt or fraudulent practice</li> <li>d. interference in participation of other prospective bidders.</li> <li>e. coercion or threatening directly or indirectly to impair or harm, any party or the property of the party involved in the procurement proceedings,</li> <li>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.</li> <li>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</li> </ol>
<p><b>21. Blacklisting Supplier</b></p>	<p>21.1 Without prejudice to any right of the Purchaser under this Contract, 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:</p> <ol style="list-style-type: none"> <li>a. if it is proved that the supplier committed acts pursuant to the Sub - clause 20.2,</li> <li>b. if the supplier fails to sign an agreement pursuant to ITB Clause 24,</li> <li>c. 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,</li> <li>d. if convicted by a court of law in a criminal offence which disqualifies the supplier from participating in the contract.</li> </ol> <p>21.2 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 and credit information bureau of Nepal.</p>

## Section VII - Special Conditions of Contract (SCC)

Clause	Item
GCC1.1(e)	The Purchaser is: <b>NEA Engineering Company Limited</b>
<b>GCC 4.1</b>	<p>The Currency of of the performance Security shall be in Nepalese Rupees.</p> <p>The amount of the performance security shall be as follows:</p> <ul style="list-style-type: none"> <li>(i) if bid price of the bidder selected for acceptance is up to 15 (fifteen) percent below the approved cost estimate, the performance security amount shall be 5 (five) percent of the bid price.</li> <li>(ii) For the bid price of the bidder selected for acceptance is more than 15 (fifteen) percent below of the cost estimate, the performance security amount shall be determined as follows:</li> </ul> <p>Performance Security Amount =  <math>[(0.85 \times \text{Cost Estimate} - \text{Bid Price}) \times 0.5] + 5\% \text{ of Bid Price.}</math>            The Bid Price and Cost Estimate shall be inclusive of Value Added Tax.</p>
<b>GCC 9.2</b>	The warranty period shall be <b>12 (Twelve)</b> months.
<b>GCC 10</b>	<p>The terms of payment to be made to the Supplier under the contract shall be as follows:</p> <p><b>1. The payment shall be made:</b></p> <p><b>(a) through accounts division/unit of the Purchaser</b></p>
<b>GCC 10</b>	<p><b>2. Payments shall be made in Nepalese Rupees in the following manner:</b></p> <ul style="list-style-type: none"> <li>(a) On Delivery and acceptance: <b>Ninety-five (95) percent</b> of the Contract Price of the Goods and related services delivered shall be paid within thirty (30) days of receipt of the Goods and related services.</li> <li>(b) <b>Five (5) percent</b> retention shall be retained till the warranty period. The total amount of retained money shall be repaid to the Supplier within 15 days from the End of the Warranty period and when the Contractor has submitted the evidence of submission of tax return to the concerned Internal Revenue Office.</li> <li>(c) Advance tax in the form of Tax Deduction at Source (TDS) and advance VAT deduction (amount directly deposited by the Purchaser to the Inland Revenue Department on behalf of the Supplier) shall be as per applicable national law.</li> <li>(d) The Supplier may substitute retention money with an unconditional bank guarantee issued from a Commercial Bank or Financial Institution eligible to issue a Bank Guarantee as per prevailing Law if acceptable to the Purchaser. If retention money is substituted by a bank guarantee, the bank guarantee shall be submitted either using the Retention Money Security Form included in Section VIII (Contract Forms) or in another form acceptable</li> </ul>

Clause	Item
	to the employer. The validity of the bank guarantee shall be at least one month more than the end of the contract period.
<b>GCC 17.1</b>	<p>For <b>notices</b>, the Purchaser's address shall be  <b>Name and Address of the Purchaser: NEA Engineering Company Limited</b>  <b>Telephone number: +977 - 01 - 5111024 / 5111025</b>  <b>email: info@neaec.com.np</b>  <b>website: www.neaec.com.np</b></p> <p>For <b>notices</b>, the Suppliers's address shall be:  Name and Address of the Supplier:  Telephone number:  Facsimile number:  e-mail Address:</p>
<b>GCC 19.1</b>	The Supplier shall supply 1 (One) copy of operation, maintenance, and spare-part manuals of the goods (Equipment) in English language as specified in SCC.

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## Section VIII. Contract Form

### 1. Letter of Acceptance *[on letterhead paper of the Purchaser]*

Date.....

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

Subject: ..... ***Notification of Award***

This is to notify that your Sealed Quotation dated . . . . for execution of the . . . . .  
***.name of the contract and identification number, as given in the Contract Data/SCC . . . . . for the Contract price of Nepalese Rupees [insert amount in figures and words in Nepalese Rupees], as corrected in accordance with the Instructions to Bidders is hereby accepted in accordance with the Instruction to Bidders.***

You are hereby instructed to contract this office to sign the formal contract agreement within 7 days. As per the Conditions of Contract, you are also required to submit Performance Security, as specified in SCC, consisting of a Bank Guarantee in the format included in Section VIII (Contract Forms) of the Bidding Document.

The Purchaser shall forfeit the bid security, in case you fail to furnish the Performance Security and to sign the contract within specified period.

Authorized Signature: .....

Name and Title of Signatory:



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## 2. Contract Agreement

THIS AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ between **NEA Engineering Company Limited** (hereinafter called “the Purchaser”) of the one part and *[name of Supplier]* of *[city and country of Supplier]* (hereinafter called “the Supplier”) of the other part:

WHEREAS the Purchaser invited Sealed Quotation for certain goods and ancillary services, viz., *[brief description of goods and services]* and has accepted a SQ by the Supplier for the supply of those goods and services in the sum of .....  
*[contract price in words and figures]* (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH 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. Form of Agreement
  - b. The Purchaser’s Notification of Award
  - c. The General Conditions of Contract;
  - d. Special Conditions of Contract
  - e. Quotation Form and the Price Schedule submitted by the Supplier;
  - f. The Schedule of Requirements;
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:
Sign:	Sign:
Seal:	Seal:



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### **3. Performance Security**

Date :

To:

**NEA ENGINEERING COMPANY LIMITED**  
**Trade Tower, Thapathali**  
**Kathmandu, Nepal**

WHEREAS **[insert complete name of Supplier]** (hereinafter “the Supplier”) has received the notification of award for the execution of **NEAEC/SQ/GNSS/03-2080/81** (hereinafter “the Contract”).

AND WHEREAS it has been stipulated by you in the aforementioned Contract that the Supplier shall furnish you with a security **[insert type of security]** issued by a reputable guarantor for the sum specified therein as security for compliance with the Supplier’s performance obligations in accordance with the Contract.

AND WHEREAS the undersigned **[insert complete name of Guarantor]**, legally domiciled in **[insert complete address of Guarantor]**, (hereinafter the “Guarantor”), have agreed to give the Supplier a security:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, up to a total of **[insert currency and amount of guarantee in words and figures]** and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the Contract, without cavil or argument, any sum or sums within the limits of **[insert currency and amount of guarantee in words and figures]** as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This security is valid until the **[insert day, month, year]**.

Name: **[insert complete name of person signing the Security]**

In the capacity of: **[insert legal capacity of person signing the Security]**

Signed: **[insert signature of person whose name and capacity are shown above]**

Duly authorized to sign the security for and on behalf of: **[insert seal and complete name of Guarantor]**

Date: **[insert date of signing]**



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## 5. Retention Money Security

**Bank's Name, and Address of Issuing Branch or Office**  
**[On Letter head of the commercial bank or Financial Institution]**

Date: \_\_\_\_\_

**Beneficiary:**

NEA ENGINEERING COMPANY LIMITED  
Trade Tower, Thapathali  
Kathmandu, Nepal

**RETENTION MONEY GUARANTEE No.: [insert number]**

We have been informed that **[name of the Supplier]** (hereinafter called "the Applicant") has entered into Contract No. **NEAEC/SQ/GNSS/03-2080/81** dated \_\_\_\_\_ with the Beneficiary, for **Supply, Delivery, and Testing of Global Navigation Satellite System (GNSS) Receiver** (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, the Beneficiary retains moneys up to the limit set forth in the Contract ("the Retention Money"), and when the whole Goods have been accepted by the Purchaser, payment of **[insert the amount of the Retention Money]** can be made against a Retention Money guarantee.

At the request of the Applicant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of \_\_\_\_\_ **[insert amount in figures]** (in words: \_\_\_\_\_)

**[amount in words]** upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the Contract, without your needing to prove or show grounds for your demand or the sum specified therein.

This guarantee shall expire no later than the \_\_\_\_\_ **[insert expiry date as 30 days more than the end of Warranty Period]**, and any demand for payment under it must be received by us at the office indicated above on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 758.

\_\_\_\_\_  
**[Seal of Bank and signature(s)]**





## NEA ENGINEERING COMPANY LIMITED

BIDDING DOCUMENT  
for

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# SUPPLY, DELIVERY, AND TESTING OF GLOBAL NAVIGATION SATELLITE SYSTEM(GNSS) RECEIVER

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Sealed Quotation (SQ)

Sealed Quotation No. NEAEC/SQ/GNSS/03-2080/81

Date of First publication	- 19 <sup>th</sup> April 2024 (2081-01-07)
Last Date and Time of Submission	-3 <sup>rd</sup> May 2024 (2081-01-21),12:00 Hrs
Opening Date and Time	-3 <sup>rd</sup> May 2024(2081-01-21),14:00 Hrs

Fiscal Year: 2080/81





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# Abbreviations

BDS	Bid Data Sheet
BD	Bidding Document
DC	Direct Current
DCS	Delivery and Completion Schedule
DP	Development Partner
EEC	Evaluation and Eligibility Criteria
GCC	General Conditions of Contract
GLONASS	Globalnaya Navigazionnaya Sputnikovaya Sistema
GoN	Government of Nepal
GPS	Global Positioning System
ICC	International Chamber of Commerce
IFB	Invitation for Bids
Incoterms	International Commercial Terms
IP	Ingress Protection
IRD	Inland Revenue Department
ITB	Instructions to Bidders
LGRS	List of Goods and Related Services
NRs.	Nepali Rupees
PAN	Permanent Account Number
PPMO	Public Procurement Monitoring Office
SBD	Standard Bidding Document
SBQ	Schedule of Bidder Qualifications
SCC	Special Conditions of Contract
SQ	Sealed Quotation
SR	Schedule of Requirements
TDS	Tax Deduction at Source
TS	Technical Specifications
UNCITRAL	United Nations Commission on International Trade Law
NEAEC	NEA ENGINEERING COMPANY
VAT	Value Added Tax

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## Section I. Invitation for Sealed Quotation

Name of the Office: NEA Engineering Company Limited

Address of the Office: Trade Tower, Thapathali, Kathmandu, Nepal

### Invitation for Sealed Quotation for the procurement of Supply, Delivery, and Testing of Global Navigation Satellite System (GNSS) Receiver.

Sealed Quotation No: **NEAEC/SQ/GNSS/03-2080/81**

Date of first Publication: **19th April 2024 (2081-01-07)**

1. **The NEA Engineering Company Limited** invites sealed quotations from registered Suppliers for the **Supply, Delivery, and Testing of Global Navigation Satellite System (GNSS) Receiver**.
2. *Eligible Bidders may obtain further information and inspect the Bidding Documents at the office of*  
**Name: NEA Engineering Company Limited**  
**Location: Trade Tower, Thapathali, Kathmandu, Nepal**  
**Mailing address: [info@neaec.com.np](mailto:info@neaec.com.np)**  
**Telephone and facsimile numbers: +977 - 01 - 5111024**  
**website: [www.neaec.com.np](http://www.neaec.com.np) or may visit PPMO website [www.bolpatra.gov.np](http://www.bolpatra.gov.np).**
3. *A complete set of Bidding Documents may be purchased from the office NEA Engineering Company Limited, Trade Tower, Thapathali, Kathmandu by eligible Bidders on the submission of a written application, along with a copy of company/firm registration certificate, and upon payment of a non-refundable fee of NRs. 1000.00 till 3<sup>rd</sup> May 2024 (2081-01-21), 12:00 Hrs*
4. *Bidder who chooses to submit their bid electronically may download the bidding documents for e-submission from PPMO's e-GP [www.bolpatra.gov.np/egp](http://www.bolpatra.gov.np/egp). Bidders, submitting their bid electronically, should deposit the cost of bidding document in **Current Account No. 01000105200831 of Everest Bank Limited, Teku Branch** in the name of NEA Engineering Company Limited*
5. *Sealed bids must be submitted to the office NEA Engineering Company Limited, Trade Tower, Thapathali, Kathmandu by hand or through [www.bolpatra.gov.np/egp](http://www.bolpatra.gov.np/egp) on or before 12:00 hrs on 3<sup>rd</sup> May 2024 (2081-01-21). Bids received after this deadline will be rejected.*
6. *The bids will be opened in the presence of Bidders' representatives who choose to attend at 3<sup>rd</sup> May 2024 (2081-01-21) and 14:00 Hrs at the office of NEA Engineering Company Limited, Trade Tower, Thapathali, Kathmandu. Bids must be valid for a period of 45 days after bid opening and must be accompanied by a bid security amounting to a minimum of NRs. 24,000.00 (In words Twenty-Four Thousand Rupees Only), which shall be valid for 30 days beyond the validity period of the bid (i.e. 2081/04/02). If a bidder wishes to submit the Cash Security, the cash should be deposited in **Current Account No. 01000105200831 of Everest Bank Limited, Teku Branch** in the name of NEA Engineering Company Limited and submit the receipt of the deposited amount of cash along with the Sealed Quotation.*
7. *If the last date of purchasing and /or submission falls on a government holiday, then the next working day shall be considered as the last date. In such case the validity period of the bid security shall remain the same as specified for the original last date of bid submission.*

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8. *The Purchaser reserves the right to accept or reject, wholly or partly any or all the Sealed Quotations without assigning any reason, whatsoever.*



## Section II. Instructions to Bidder

<p><b>1. Scope of Works</b></p>	<p>1.1 The Purchaser <b>stated in the BDS</b> for the procurement of Goods as detailed in attached specifications, drawings and the bill of quantities provided herein. The NEA Engineering Company Limited, name of project and contract identification number of Contracts are <b>provided in the BDS</b>.</p>
<p><b>2. Eligible Bidder</b></p>	<p>2.1 This Invitation for Bids is open to all registered Suppliers with eligibility criteria specified below.</p> <ul style="list-style-type: none"> <li>a) Up to date Firm/Company Registration Certificate</li> <li>b) VAT and PAN Registration Certificates</li> <li>c) Tax Clearance Certificate for the Fiscal Year <b>079/80</b></li> <li>d) Business registration certificate (if required)</li> <li>e) Power of Attorney to sign the Sealed Quotation</li> <li>f) JV Agreement, or a letter of intent to enter into JV, signed by all legally authorized signatories of all the parties to the existing or intended JV, in case of Sealed Quotation is submitted from JV.</li> <li>g) Other Documents as needed:</li> </ul> <p>2.2 A bidder declared blacklisted and ineligible by the GoN, Public Procurement Monitoring Office (PPMO) and/or the DP in case of DP funded project, shall be ineligible to bid for a contract during the period of time determined by the GoN, PPMO and/or the DP.</p>
<p><b>3. One Quotation per Bidder</b></p>	<p>3.1 Each Bidder shall submit only one quotation, A Bidder who submits more than one quotation shall cause all the quotations with the Bidder's participation to be disqualified.</p>
<p><b>4. Cost of Bidding</b></p>	<p>4.1 The Bidder shall bear all costs associated with the preparation and submission of his Quotatio and the Purchaser shall in no case be liable for those costs.</p>
<p><b>5. Site Visit</b></p>	<p>5.1 The Bidder at his own cost, responsibility and risk may visit the site of the supply, delivery or installation of Goods and acquire all necessary information for preparing the bid and entering into a contract for the procurement of Goods.</p>
<p><b>6. Content of Quotation Form</b></p>	<p>6.1 The Quotation Form comprise the documents listed below:</p> <ul style="list-style-type: none"> <li>1. Section I: Invitation for Sealed Quotation (SQ)</li> <li>2. Section II: Instructions to Bidders</li> <li>3. Section III: Bid Data Sheet</li> </ul>

	<p>4. Section IV Quotation Forms and Price Schedule</p> <p>5. Section V: Schedule of Requirements</p> <p>6. Section VI: General Conditions of Contract (GCC)</p> <p>7. Section VII: Special Conditions of Contract</p> <p>8. Section VIII: Contract Form</p>
<b>7. Clarification</b>	7.1 A prospective Supplier/Bidder may obtain clarification on the Quotation Form from the the Purchaser on or before 5 days prior to the deadline for submission of Quotation.
<b>8. Language of Quotation</b>	8.1 All documents relating to the Quotation shall be in English or in Nepali.
<b>9. Documents Comprising Quotation</b>	<p>9.1 The Quotation by the Bidder shall comprise the following:</p> <p>a. Quotation Form and Price Schedules</p> <p>b. Bid Security</p> <p>c. Schedule of Requirements</p>
<b>10. Quotation Prices</b>	<p>10.1 The Bidder shall indicate on the appropriate Price Schedule the unit prices (where applicable) and total price in Nepali Rupees. for all items of the goods to be supplied under the contract.</p> <p>10.2 All duties, taxes and other levies payable by the Bidder under the contract shall be included in the rates, prices and total Bid Price submitted by the Bidder.</p> <p>10.3 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.</p>
<b>11. Quotation Validity</b>	11.1 The Sealed Quotation shall remain valid for the period of 45 days after opening of the quotation. A bid valid for a shorter period shall be rejected by the Purchaser as nonresponsive.
<b>12. Quotation/Bid Security</b>	<p>12.1 The Bidder shall furnish as part of its Sealed Quotation, in original form, a bid security <b>as specified in the BDS</b>. In case of e-submission of Quotation, the Bidder shall upload scanned copy of Bid security letter at the time of electronic submission of the Sealed Quotation. The Bidder accepts that the scanned copy of the Bid security shall, for all purposes, be equal to the original. The details of original Bid Security and the scanned copy submitted with e-Sealed Quotation should be the same otherwise the Sealed Quotation shall be non-responsive.</p> <p>12.2 The Bid Security shall be, at the Bidder's option, in any of the following forms:</p> <p>(a) an unconditional bank guarantee from Commercial Bank or</p>

	<p>Financial Institution eligible to issue Bank Guarantee as per prevailing Law or;</p> <p>(b) a cash deposit voucher in the Purchaser's Account <b>as specified in the BDS</b></p> <p>In the case of a bank guarantee, the Bid Security shall be submitted either using the Bid Security Form included in Section III (Bidding Forms) or in another Form acceptable to the Purchaser. The form must include the complete name of the Bidder. The Bid security shall be valid for minimum thirty (30) days beyond the original validity period of the bid</p> <p>12.3 Any Sealed Quotation not accompanied by an enforceable and substantially compliant bid security, shall be rejected by the Purchaser as nonresponsive. In case of e-Submission, if the scanned copy of an acceptable Bid Security letter is not uploaded with the electronic Bid then Bid shall be rejected.</p> <p>12.4 The Bid security shall be forfeited if:</p> <p>(a) a Bidder requests for withdrawal or modification during the period of Quotation validity specified by the Bidder on the Letter of Bid, after Sealed Quotation submission deadline.</p> <p>(b) a Bidder changes the prices or substance of the Sealed Quotation while providing information;</p> <p>(c) a Bidder involves in fraud and corruption pursuant to clause 26;</p> <p>(d) the successful Bidder fails to:</p> <p>(i) furnish a performance security in accordance with clause 25;</p> <p>(ii) sign the Contract in accordance within the period stipulated in Letter of Award.; or</p> <p>(iii) accept the correction of arithmetical errors pursuant to clause 19.1</p> <p>(iv) fails to provide the clarification of its Quotation by the date and time set in the Purchaser's request for clarification</p>
<p><b>13. Format and Signing of Quotations</b></p>	<p>13.1 The Quotation shall be typed or written in indelible ink and shall be signed by an authorized person. Any entries or amendments including alternations, additions or corrections made shall be initialled by the same authorized person.</p>
<p><b>14. Sealing and Marking of Quotations</b></p>	<p>14.1 Bidders may submit their bids by manually or by electronically. When so <b>specified in the BDS</b>. Procedures for submission, sealing and marking are as follows:</p> <p>Bidders submitting bids by manually. The Bidder shall submit his bid in sealed envelopes. The envelope shall be addressed to the Purchaser as <b>specified in the BDS</b> and shall bear the name and identification number of the Sealed quotation.</p> <p>14.2 Bidders submitting Bids electronically shall follow the electronic bid submission procedure <b>specified in the BDS</b>.</p>

<p><b>15. Deadline for Submission of Quotations</b></p>	<p>15.1 Quotations shall be delivered to the Purchaser at the address no later than the time and date <b>specified in the BDS</b>.</p>
<p><b>16. Late Quotation</b></p>	<p>16.1 Any Quotation received by the Purchaser after the deadline shall not be accepted and shall be returned unopened to the Bidder upon request.</p>
<p><b>17. Modification And Withdrawal</b></p>	<p>17.1 Sealed Quotations once submitted shall not be withdrawn or modified.</p>
<p><b>18. Bid Opening</b></p>	<p>18.1 The Purchaser shall open the Quotations in the presence of the Bidders' representatives who choose to attend at the time and in the place <b>as specified in the BDS</b></p> <p>18.2 The Purchaser shall prepare and provide minutes of the opening including the information disclosed to those present.</p>
<p><b>19. Process to be Confidential</b></p>	<p>19.1 Information relating to the examination, evaluation and comparison of Quotations and recommendations for the award of a contract shall not be disclosed to Bidders or any other persons not officially concerned with such process until the award to the successful Bidder has been announced. Any efforts by the Bidder to influence the Purchaser in the Quotation evaluation, comparison or contract award decisions may result in rejection of Bidder's quotation.</p>
<p><b>20. Examination of Quotations</b></p>	<p>20.1 Prior to the detailed evaluation of Quotations, the Purchaser shall determine whether each Quotation</p> <ul style="list-style-type: none"> <li>(a) meets the eligibility criteria defined in Clause 2;</li> <li>(b) has been properly signed by the authorized person;</li> <li>(c) is accompanied by the required securities; and</li> <li>(d) is substantially responsive to the requirements of the Bidding documents.</li> </ul>
<p><b>21. Evaluation and Comparison of Quotations</b></p>	<p>21.1 In evaluating the Quotations, the Purchaser shall determine for each Sealed Quotation the evaluated Quotation Price by adjusting any corrections for errors. Quotations shall be checked by the Purchaser for any arithmetic errors. Errors shall be corrected by the Purchaser as follows:</p> <ul style="list-style-type: none"> <li>(a) only for unit price Contracts, if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Purchaser there is an obvious misplacement of</li> </ul>



	<p>the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;</p> <p>(b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and</p> <p>(c) If there is a discrepancy between the Quotation price in the Summary of Price Schedule and the Quotation amount in item (c) of the Letter of Quotation, the price in the Summary of Price Schedule will prevail and the Quotation amount in item (c) of the Letter of Quotation will be corrected.</p> <p>(d) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a), (b) and (c) above.</p> <p>21.2 In case of e-submission of bid, upon notification from the Purchaser, the bidder shall also submit the original of documents comprising the Sealed Quotation as per ITB 9 for verification of submitted documents for acceptance of the e-submitted bid. If a Bidder does not provide original of document of its Sealed Quotation by the date and time set in the Purchaser's request for clarification, its bid may be rejected.</p> <p>21.3 If the Bidder that submitted the lowest evaluated bid does not accept the correction of errors, its bid shall be disqualified and its Quotation security shall be forfeited.</p> <p>21.4 In Case, a corruption case is being filed to Court against the Natural Person or Board of Director of the firm/institution /company or any partner of JV, such Natural Person or Board of Director of the firm/institution /company or any partner of JV such bidder's bid shall be excluded from the evaluation, if public entity receives instruction from Government of Nepal.</p>
<p><b>22. Award of Contract</b></p>	<p>22.1 The Purchaser shall decide the award of the contract to the Bidder whose Quotation is within the approved estimate and who has offered the lowest evaluated Price within Quotation validity period provided that such Bidder has been determined to be eligible in accordance with the provisions of Clauses 2.</p> <p>22.2 In Case, a corruption case is being filed to Court against the Natural Person or Board of Director of the firm/institution /company or any partner of JV, such Natural Person or Board of Director of the firm/institution /company or any partner of JV such bidder's bid shall be excluded from the evaluation, if public entity receives instruction from Government of Nepal.</p>
<p><b>23. Purchaser's Right to Accept or</b></p>	<p>23.1 The Purchaser reserves the right to accept or reject any Quotation or to cancel the bidding process and reject all Quotations, at any time prior to the award of the contract, without assigning any reasons whatsoever and without thereby</p>

<b>Reject</b>	incurring any liability to the affected Bidder or Bidders.
<b>24. Notification of Award and Signing of Agreement</b>	<p>24.1 The Bidder whose bid is accepted and all other participating bidders shall be notified of the award by the Purchaser.</p> <p>24.2 The notification (hereafter called the "Letter of Acceptance") to the successful Bidder shall state the sum that the Purchaser shall pay the Bidder in the execution and completion of the contract. Within 7 days of receipt of the Letter of Acceptance, the successful Bidder shall deliver the Performance Security pursuant Clause 25 and sign the Agreement.</p> <p>24.3 Inability of the Bidder to make an Agreement within the above stated period shall result in the forfeiture of the Bidder's Quotation Security and, upon which the Contract shall then be awarded to the next successive successful Bidder.</p>
<b>25. Performance Security</b>	<p>25.1 Within seven (7) days of the receipt of Letter of Acceptance from the Purchaser, the successful Bidder shall furnish the performance security as stated below from Commercial Bank or Financial Institution eligible to issue Bank Guarantee as per prevailing Law in accordance with the conditions of Contract using Sample Form for the Performance Security included in Section VIII (Contract Forms), or another form acceptable to the Purchaser.</p> <p>i) If bid price of the bidder selected for acceptance is up to 15 (fifteen) percent below the approved cost estimate, the performance security amount shall be 5 (five) percent of the bid price.</p> <p>ii) For the bid price of the bidder selected for acceptance is more than 15 (fifteen) percent below of the cost estimate, the performance security amount shall be determined as follows:  <b>Performance Security Amount =</b>  <b>[(0.85 x Cost Estimate – Bid Price) x 0.5] + 5% of Bid Price.</b></p> <p>The Bid Price and Cost Estimate shall be inclusive of Value Added Tax.</p>
<b>26. Corrupt or Fraudulent Practices</b>	<p>26.1 The Purchaser shall reject a bid for award if it determines that the Bidder recommended for award of contract has engaged in corrupt or fraudulent practices in competing for the contract in question.</p> <p>26.2 In Case, a corruption case is being filed to Court against the Natural Person or Board of Director of the firm/institution /company or any partner of JV, such Natural Person or Board of Director of the firm/institution /company or any partner of JV such bidder's bid shall be excluded from the evaluation, if public entity receives instruction from Government of Nepal.</p>
<b>27. Conduct of</b>	<p>27.1 The Bidder shall be responsible to fulfil his obligations as per the requirement of the Contract Agreement, Bidding</p>

<p><b>Bidders</b></p>	<p>documents, GoN's Procurement Act and Regulations.</p> <p>27.2 The Bidder shall not carry out or cause to carry out the following acts with an intention to influence the implementation of the procurement process or the procurement agreement:</p> <ul style="list-style-type: none"> <li>a) give or propose improper inducement directly or indirectly,</li> <li>b) distortion or misrepresentation of facts</li> <li>c) engaging or being involved in corrupt or fraudulent practice</li> <li>d) interference in participation of other prospective bidders.</li> <li>e) coercion or threatening directly or indirectly to cause harm to the person or the property of any person to be involved in the procurement proceedings,</li> <li>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.</li> </ul> <p>27.3 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</p>
<p><b>28. Blacklisting Bidder</b></p>	<p>28.1 Without prejudice to any other right of the Purchaser under this Contract, GoN, Public Procurement Monitoring Office may blacklist a bidder for his conduct up to three years on the following grounds and seriousness of the act committed by the bidder:</p> <ul style="list-style-type: none"> <li>a) if it is proved that the bidder committed acts pursuant to the Sub-Clause 27.2,</li> <li>b) if it is proved later that the bidder/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,</li> <li>c) if convicted by a court of law in a criminal offence which disqualifies the bidder from participating in the contract.</li> <li>d) if it is proved that the contract agreement signed by the bidder was based on false or misrepresentation of bidder's qualification information,</li> <li>e) Inability of the bidder signing the contract agreement, once the letter of acceptance to the successful bidder has been provided by the Purchaser.,</li> </ul> <p>28.2 A firm declared blacklisted and ineligible by the GON shall be ineligible to bid for a contract during the period of time determined by the PPMO.</p>

<p><b>29. Publication of contract award notice</b></p>	<p>29.1 Within three days of contract signing, the Public Entity shall publish a notice on the contract award with following information: in its notice board as well as shall manage to publish the notice on the notice board of <b><i>District Coordination Committee, District Administration Office, Provincial Treasury and Controller Office and District Treasury and Controller Office</i></b>, such notice shall also be posted in its website and PPMO's website.</p> <ul style="list-style-type: none"> <li>a. Name of the procurement,</li> <li>b. IFB number,</li> <li>c. date and name of newspaper published the IFB notice,</li> <li>d. name of the successful Bidder, and the contract price.</li> </ul> <p>29.2 The Purchaser shall promptly respond in writing to any unsuccessful Bidder who, within thirty days from the date of publication of contract award notice in accordance with ITB 29.1, requests in writing the grounds on which its bid was not selected.</p>
<p><b>30. Provision of PPA and PPR</b></p>	<p>30.1 If any provision of this document are inconsistent with 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.</p>

## Section – III Bid Data Sheet

ITB 1	<p>The scope of Supply is: <b><i>Supply, Delivery, and Testing of Global Navigation Satellite System (GNSS) Receiver.</i></b></p> <p>The number of the Invitation for Sealed Quotation (SQ is: <b>NEAEC/SQ/GNSS/03-2080/81</b>)</p> <p>The Purchaser is: <b>NEA Engineering Company Limited</b></p>
ITB 12.1	<p>The Bidder shall furnish a bid security, from Commercial Bank or Financial Institution eligible to issue Bank Guarantee as per prevailing Law with a minimum of <b>NRs. 24,000.00 (In Words Twenty-Four Thousand Rupees Only)</b> which shall be valid for 30 days beyond the validity period of the bid.</p>
ITB 12.2 (b)	<p>Cash Deposit Account for Bid Security:</p> <p><b>Bank Name: Everest Bank Limited</b></p> <p><b>Bank Address: Teku Branch</b></p> <p><b>Account holder's Name: NEA Engineering Company Limited</b></p> <p><b>Account Number: 01000105200831</b></p>
ITB 14.1	<p>Bidders <b><i>shall</i></b> have the option of submitting their bids electronically.</p> <p>The electronic submission procedure shall be:</p> <p>Bidders shall follow the electronic bid submission procedures specified below:</p> <ol style="list-style-type: none"> <li>i. The bidder is required to register in the e-GP system <a href="https://www.bolpatra.gov.np/egp">https://www.bolpatra.gov.np/egp</a> following the procedure specified in e-GP guideline.</li> <li>ii. Interested bidders may either purchase the bidding document from the Purchaser's office as specified in the BDS or may download the from e-GP system.</li> <li>iii. The registered bidders need to maintain their profile data required during preparation of bids.</li> <li>iv. In order to submit their bids electronically the cost of the bidding document shall be deposited in the account specified in IFQ. In addition, electronic scanned copy (.pdf format) of the bank deposit voucher/cash receipt should also be submitted along with the bid.</li> <li>v. The bidder can prepare the their bids using data and documents maintained in bidder's profile and forms/format provided in Sealed Quotation Document by Purchaser. The bidder may submit bids as a single entity or as a joint venture. The bidder submitting bid in joint venture shall have to upload joint venture agreement along with partner(s) <b>Bolpatra ID</b> provided during bidder's registration.</li> <li>vi. Bidders (all partners in case of JV) should update their profile data and documents required during preparation and submission of their bids.</li> <li>vii. In case of bid submission in JV, the consent of the partners shall be obtained through the confirmation link sent to the registered email address</li> </ol>

and the partners shall have to acknowledge their confirmation.  
The required forms and documents shall be part of technical bids.

No.	Document	Requirement	Remarks
1	Letter of Quotation	Mandatory	PDF
2	Quotation Security/Bank Guarantee	Mandatory	PDF
3	Company registration	Mandatory	PDF
4	VAT registration	Mandatory	PDF
5	Tax clearances certificate or evidence of tax return submission for the <b>F/Y 079/80</b>	Mandatory	PDF
6	Power of Attorney of Bid signatory	Mandatory	PDF
7	Completed Price Schedule	Mandatory	PDF
8	Joint venture agreement/intent of JV	Mandatory in case of JV Bids Only	PDF

viii. After providing all the details and documents, bid response documents will be generated from the system. Bidders are advised to download and verify the response documents prior to bid submission.

ix. For verifying the authentic user, the system will send one time password in the registered email address of the bidder. System will validate the OTP and allow bidder to submit their bid.

x. Once Quotation is submitted, bidders won't able to modify/withdrawal their bid.

xi. The Bidder/Quotation shall meet the following requirements and conditions for e-submission of bids;

The e-submitted Quotations must be readable through PDF reader.

The facility for submission of Quotation electronically through e-submission is to promote transparency, non-discrimination, equality of access, and open competition in the bidding process. The Bidders are fully responsible to use the e-submission facility properly in e-GP system as per specified procedures and in no case the Purchaser shall be held liable for Bidder's inability to use this facility.

When a bidder submits electronic bid through the PPMO e-GP portal, it is assumed that the bidder has prepared the bid by studying and examining the complete set of the Bidding documents including specifications, drawings and conditions of contract."

ITB 15	<p>The deadline for Sealed Quotation submission is:</p> <p><b>Date: 3<sup>rd</sup> May 2024 (2081-01-21)</b></p> <p><b>Time: 12:00 Hrs.</b></p> <p><b>Address: NEA Engineering Company Limited, Trade Tower, Thapathali, Kathmandu</b></p>
ITB 18	<p>The Sealed Quotation opening shall take place at:</p> <p><b>Address: NEA Engineering Company Limited, Trade Tower, Thapathali, Kathmandu</b></p> <p><b>Date: 3<sup>rd</sup> May 2024 (2081-01-21)</b></p> <p><b>Time: 14:00 Hrs.</b></p> <p>i) e-GP system allows to download the Sealed Quotation response document only after bid opening date and time are met. Simultaneous login of two members of the opening committee is required for bid opening.</p> <p>ii) The Purchaser shall conduct the opening of bid at the address on the same date and time as specified in bidding document in the presence of Bidders' representatives who choose to attend.</p>

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## Section IV. Quotation Form and Price Schedule

### 1. Quotation and Price Schedules

Date:

To: *NEA Engineering Company Limited*  
*Trade Tower, Thapathali*  
*Kathmandu, Nepal*

Gentlemen and/or Ladies:

Having examined the Sealed Quotation (SQ) documents, we the undersigned, offer to supply and deliver **[description of goods and services]** in conformity with the said SQ documents for the sum of **[total SQ amount in words and figures]** or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this SQ.

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

If our SQ is accepted, we will obtain the guarantee of a bank in a sum equivalent to the amount as stated in the ITB Clause 25 for the due performance of the Contract, in the form prescribed by the Purchaser.

We agree to abide by this SQ for a Period of **45** days from the date fixed for SQ opening it shall remain binding upon us and may be accepted at any time before the expiration of that period.

We understand that this SQ, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal Contract is prepared and executed.

We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

We declare that we are not ineligible to participate in the procurement proceedings; have no conflict of interest in the proposed procurement proceedings and have not been punished for a profession or business-related offense.

We understand that you are not bound to accept the lowest evaluated SQ or any other SQ that you may receive.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

\_\_\_\_\_  
[signature]

\_\_\_\_\_  
[in the capacity of]

Duly authorized to sign SQ for and on behalf of \_\_\_\_\_





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## 2. Bidder's Information Form

*[The Bidder shall fill in this Form. No alterations to its format shall be permitted and no substitutions shall be accepted. In case of joint venture, each partner shall fill the information in separate form.]*

1.	Bidder's Legal Name	
2	Bidder's Address:	
3	Bidder's Country of Registration:	
4.	Bidder's Year of Registration:	
5.	Bidder's Legal Address in Country of Registration	
6.	Bidder's Authorized Representative Information: Name: Address: Telephone/Fax numbers: Email Address:	
7	Bidder's Telephone/Fax numbers:	
8	Bidder's Email Address:	
	<b>Attached are copies of the following original documents.</b> <input type="checkbox"/> 1. Firm Registration Certificate <input type="checkbox"/> 2. Authorization to represent the firm	

### 3. Price Schedule for Goods

Name of Bidder \_\_\_\_\_ Contract Identification Number \_\_\_\_\_

Item	Description	Country of Origin	Quantity	Unit Price <sup>1</sup> EXW		Total Price (in NRs) (cols. 4x5)
				(in NRs)		
				In Figure	In Words	
1	2	3	4	5		4x5=6
Total						
VAT						
Grand Total						

Note: Unit price shall include all custom duties and taxes, transportation cost to the final destination and insurance cost.

**[If there are more than one lot/slice/package, prepare Price Schedule form for each lot/slice/package]**

Name \_\_\_\_\_

In the capacity of \_\_\_\_\_

Signed \_\_\_\_\_

Duly authorized to sign the Sealed Quotation for and on behalf of \_\_\_\_\_

Date: \_\_\_\_\_

<sup>1</sup> The price shall include all customs duties and sales and other taxes already paid or payable on the components and raw material used in the manufacture or assembly of the item or the customs duties and sales and other taxes paid on the previously imported item offered ex warehouse, ex showroom, or off-the-shelf. These factors should not be entered separately.



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#### 4. Bid Security

##### **Bank's Name, and Address of Issuing Branch or Office**

**(On Letter head of the** Commercial Bank or Financial Institution eligible to issue Bank Guarantee as per prevailing Law)

Beneficiary: ..... name and address of Employer.....

Date:.....

Bid Security No.: .....

We have been informed that ..... **[insert name of the Bidder]** (hereinafter called "the Bidder") intends to submit its bid (hereinafter called "the Bid") to you for the execution of ..... name of Contract ..... under Invitation for Bids No. .... ("the IFB").

Furthermore, we understand that, according to your conditions, bids must be supported by a bid guarantee.

At the request of the Bidder, we..... name of Bank. ....hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of. . .....amount in figures ..... ( .....amount in words .....) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the bid conditions, because the Bidder:

- (a) has withdrawn or modifies its Bid during the period of bid validity specified by the Bidder in the Form of Bid; or
- (b) does not accept the correction of errors in accordance with the Instructions to Bidders (hereinafter "the ITB"); or
- (c) having been notified of the acceptance of its Bid by the Employer during the period of bid validity,
  - (i) fails or refuses to execute the Contract Agreement, or (ii) fails or refuses to furnish the performance security, in accordance with the ITB.
- (d) is involved in fraud and corruption in accordance with the ITB

This guarantee will remain in force up to and including the date .....number.....days after the deadline for submission of Bids as such deadline is stated in the instructions to Bidders or as it may be extended by the Employer, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this guarantee should reach the Bank not later than the above date.

This Bank guarantee shall not be withdrawn or released merely upon return of the original guarantee by the Bidder unless notified by you for the release of the guarantee.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 758.

Bank's seal and authorized signature(s) . . .

**Note:**

The bid security of ..... has been counter guaranteed by the Bank .....on ..... (Applicable for Bid Security of Foreign Banks).



## Section V. Schedule of Requirements

### 1. List of Goods and Related Services

S. No.	Item Description	UOM	Quantity
1	1(One) Set of GNSS Receiver (2 (Two) Nos. of GNSS Receiver and 1(One) No. of Controller) all complete as per technical specifications.	Set	1 (One)
2	Testing of GNSS Receivers and Controller	Lot	1 (One)
3	2(Two) days of training related to instrument operation and post-processing of GNSS Data	Lot	1 (One)

### 2. Delivery and Completion Schedule

S. No.	Description	Final Destination	Required Delivery Schedule (In Days/weeks/months from the date of signing the contract)		Bidder's offered Delivery date [to be provided by the bidder]
			Earliest	Acceptable	
1	Supply, Delivery, and Testing of 1(One) Set of GNSS Receiver (2 (Two) Nos. of GNSS Receiver and 1(One) No. of Controller) all complete as per technical specifications.	NEA Engineering Company Limited, 2nd Floor Trade Tower, Thapathali, Kathmandu	5 (Five) Days	15 (Fifteen) Days	



## 2. Technical Specifications

S. No.	Descriptions	Requirements	Bidder's Offer
1	<b>Receiver Type</b>	<ul style="list-style-type: none"> <li>• Multi-frequency and multi-constellation GNSS receiver.</li> <li>• Receiver should be capable of receiving following signals and should be capable to track a minimum of 450 Channels simultaneously:               <ul style="list-style-type: none"> <li>✓ GNSS GPS (L1, L2, L5)</li> <li>✓ GLONASS (L1, L2)</li> <li>✓ GALILEO (E1, E5a, E5b)</li> <li>✓ BeiDOU (B1,B2)</li> <li>✓ INRS</li> </ul> </li> <li>• Should have fully-independent GNSS tracking</li> <li>• Should be able to track all satellites within visible horizon</li> </ul> <p>(1 No. of receiver must have laser measurement range of at least 10 m)</p>	

S. No.	Descriptions	Requirements	Bidder's Offer
2	<b>Antenna Type</b>	<ul style="list-style-type: none"> <li>• Antenna weight should be less than 2 kg</li> <li>• Antenna calibration model data should be available.</li> <li>• Should have multi-path mitigation mechanism</li> <li>• Antenna should be capable of receiving following signals               <ul style="list-style-type: none"> <li>✓ GPS (L1, L2, L5)</li> <li>✓ GLONASS (L1, L2)</li> <li>✓ GALILEO (E1, E5a, E5b)</li> <li>✓ BeiDOU (B1, B2)</li> <li>✓ INRS</li> </ul> </li> </ul>	
3	<b>Controller</b>	<ul style="list-style-type: none"> <li>• Full operation control of receiver function.</li> <li>• Should operate on internal battery and with external power supply.</li> <li>• Should continuously work for a minimum 6 hours without charging</li> <li>• Minimum 5.5 inch sunlight readable screen 1080P HD display.</li> <li>• 5.0 Dual-mode Bluetooth or Higher, ultra long-range Bluetooth connection.</li> <li>• 9000mAh Li-Polymer Battery for continuously working 24 hours or better.</li> </ul>	

S. No.	Descriptions	Requirements	Bidder's Offer
		<ul style="list-style-type: none"> <li>Physic full QWERTY keyboard speeds up working efficiency</li> </ul>	
4	<b>Positioning Accuracy for Static</b>	<ul style="list-style-type: none"> <li>3 mm <math>\pm</math> 0.5ppm horizontal or better</li> <li>5mm <math>\pm</math> 0.5ppm vertical or better</li> </ul>	
5	<b>Positioning Accuracy for RTK</b>	<ul style="list-style-type: none"> <li>10mm <math>\pm</math> 1ppm horizontal or better</li> <li>15 mm <math>\pm</math> 1 ppm vertical or better</li> </ul>	
6	<b>IMU tilt</b>	<ul style="list-style-type: none"> <li>Up to 60° IMU tilt compensation</li> </ul>	
7	<b>Internal Radio RTK Range</b>	<ul style="list-style-type: none"> <li>14 km + or Better</li> </ul>	
8	<b>Data Recording/Logging</b>	<ul style="list-style-type: none"> <li>Receiver should be able to store data on internal and external storage media (collectively 8 GB or more).</li> <li>The receiver should be able to record data at multiple measurement intervals, multiple concurrent logging sessions including data logging frequency of 10 Hz or better</li> </ul>	
9	<b>Display and User Interface</b>	<ul style="list-style-type: none"> <li>Should have user Interface, accessible, for configuration, operation, status and data transfer.</li> </ul>	

S. No.	Descriptions	Requirements	Bidder's Offer
10	<b>Data Port and Communication</b>	<ul style="list-style-type: none"> <li>• All necessary data and communication port including Antenna Port, External power supply support, COM Data Port</li> <li>• Bluetooth/Wi-Fi and cable connection to controller</li> <li>• The receiver should support USB connections via USB port</li> </ul>	
11	<b>Receiver Battery</b>	<ul style="list-style-type: none"> <li>• The receiver should have removable internal batteries with overvoltage protection</li> <li>• and total supply at least 6Ah</li> <li>• The batteries should be able to be charged with external/internal charger</li> </ul>	
12	<b>Power Requirement</b>	<ul style="list-style-type: none"> <li>• Provision to work with external power supply in the range of 9 to 24volts DC.</li> <li>• Automatic switching facility between internal and external power source.</li> <li>• Polarity protection DC.</li> <li>• Rechargeable batteries with capacity to operate continuously for at least 15 hours under minimum configuration</li> </ul>	



S. No.	Descriptions	Requirements	Bidder's Offer
13	<b>Environmental</b>	<ul style="list-style-type: none"> <li>• Operating Temperature: -20<sup>0</sup> C to + 60<sup>0</sup> C or better</li> <li>• Storage Temperature: -40<sup>0</sup> C to + 65<sup>0</sup> C or better</li> </ul>	
14	<b>Protection</b>	<ul style="list-style-type: none"> <li>• Waterproof and Dust-tight (IP 67 or better), shockproof, Humidity: 100% non-condensing and condensation proof</li> </ul>	
15	<b>Compatibility and Accessories</b>	<ul style="list-style-type: none"> <li>• All necessary power cables for connections and operations</li> <li>• Internal batteries, battery charger, power cable.</li> <li>• Extra cables and connectors for power from external battery</li> <li>• All essential connectors and cables</li> </ul>	

S. No.	Descriptions	Requirements	Bidder's Offer
16	<b>GNSS Data Processing and Analyzing Software</b>	<ul style="list-style-type: none"> <li>• The software should be able to download and process raw data.</li> <li>• The software should be able to perform all necessary functions of transferring data to card/external data logger/computer, RINEXing raw data and storing data in proprietary format.</li> <li>• The software should be capable of handling and configuring GNSS data for GPS, GLONASS, GALILEO, BeiDOU together and individually.</li> <li>• The software should support automatic RINEX conversion based upon the user defined sampling interval and file length.</li> </ul>	
17	<b>Accessories</b>	<ul style="list-style-type: none"> <li>•1(One) Aluminum tripod</li> <li>•1 (One) Carbon Fiber Pole</li> <li>•1 (One) Bipod for holding carbon fiber pole</li> </ul>	

S. No.	Descriptions	Requirements	Bidder's Offer
18	<b>Warranty</b>	<ul style="list-style-type: none"> <li>• Minimum of one year's replacement warranty in parts and labor service. (The vendor should provide an official warranty certificate of 1 (One) year issued by the manufacturer at the time of delivery.)</li> <li>• 1 (One) year Replacement warranty for any Hardware Problem.</li> <li>• Free Update Software required in at least 5 years.</li> </ul>	
19	<b>Training</b>	<ul style="list-style-type: none"> <li>• 2 (Two) days of training related to instrument operation and post-processing of GNSS Data</li> </ul>	

Signed: .....

Address:.....

As representative for.....

Date:.....



## Section VI. General Conditions of Contract

<p><b>1. Definitions</b></p>	<p>1.1 In this contract, the following terms shall be interpreted as indicated:</p> <ul style="list-style-type: none"> <li>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;</li> <li>b. "The Contract Price" means the price payable to the Supplier under the contract for the full and proper performance of its contractual obligation;</li> <li>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;</li> <li>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.</li> <li>e. "The Purchaser" means the procuring entity purchasing the goods;</li> <li>f. "The Supplier" means the organization supplying the goods and services under this contract.</li> </ul>
<p><b>2. Technical Specification</b></p>	<p>2.1 The goods supplied under this contract shall confirm to the standards mentioned in the Technical Specification.</p>
<p><b>3. Patent Right</b></p>	<p>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.</p>

<p><b>4. Performance Security</b></p>	<p>4.1 Within seven days (7) of receipt of award of contract from the Purchaser, the successful Bidder shall furnish the performance security in the Performance Security Form provided in the Bidding Documents for the due performance of the Contract in the amounts <b>specified in the SCC.</b></p> <p>4.2 Failure of the successful Supplier to comply with the requirement of Sub - clause 4.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the Purchaser may make the award to the next lowest Supplier or call for new sealed quotations.</p> <p>4.3 The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.</p> <p>4.4 The validity of Performance Security shall be the sum of delivery period, warranty period from the date of the issue of final acceptance certificate to the Supplier and additional one month.</p> <p>4.5 The performance security shall be released within 28 days of completion of warranty period and upon submission of claim by the Supplier.</p>
<p><b>5. Inspection and Tests</b></p>	<p>5.1 The Purchaser or its Representative shall have the right to inspect and/or test the goods to confirm their conformity to the Technical Specification and the quality of performance after the supply and delivery of good to the Purchaser's premises</p> <p>5.2 The Purchaser may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Purchaser.</p>
<p><b>6. Packing</b></p>	<p>6.1 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.</p> <p>6.2 The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit and open storage.</p> <p>6.3 The packing, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided in accordance with international standard and practice.</p>
<p><b>7. Delivery of Goods</b></p>	<p>7.1 Delivery of the goods shall be made by the Supplier in accordance with the terms specified by the Purchaser in its Schedule of Requirements.</p>
<p><b>8. Insurance</b></p>	<p>8.1 The goods supplied under the contract shall be fully insured in the</p>

	currency of the Sealed Quotation price against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified.
<b>9. Warranty</b>	<p>9.1 The Supplier warrants that all the goods supplied under the contract shall fully comply with the specification laid down in the contract.</p> <p>9.2 Unless otherwise <b>specified in the SCC</b>, the warranty shall remain valid for one year after the goods have been delivered to the final destination indicated in the contract, and accepted by the Purchaser after installation and commissioning of equipment by the Supplier.</p> <p>9.3 The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty.</p> <p>9.4 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.</p>
<b>10. Payment</b>	<p>10.1 Payment shall be made in the Nepalese currency <b>as specified in the SCC</b></p> <p>10.2 Payment of the goods shall be made after the delivery and installation and commissioning of goods (if applicable) to the satisfaction of the Purchaser.</p>
<b>11. Prices</b>	11.1 Prices charged by the Supplier for goods delivered under the contract shall not vary from the prices quoted by the Supplier in its sealed quotation.
<b>12. Changed Order</b>	12.1 Where the Purchaser desires to make changes in <b>Schedule of Requirement</b> , it shall not exceed more than 15 percent.
<b>13. Liquidated Damages</b>	13.1 If the Supplier fails to deliver any or all of the goods within the time period specified in the contract, the Purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to 0.05 percent of the contract price of delayed goods for each day of delay until actual delivery, up to a maximum deduction of 10 percent of the delayed goods' contract price. Once the maximum is reached, the Purchaser may consider termination of the contract.
<b>14. Resolution of Disputes</b>	14.1 If any dispute or difference of any kind whatsoever shall arise between the Purchaser and the Supplier in connection with or arising out of the Contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

	<p>14.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.</p> <p>14.2.1 Any dispute or difference in respect of such a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract.</p> <p>14.2.2 Arbitration proceedings shall be conducted in accordance with in accordance with the rules of Nepal Council of Arbitration (NEPCA).</p> <p>14.3 Notwithstanding any reference to arbitration herein,</p> <p>a. the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and</p> <p>b. the Purchaser shall pay the Supplier any monies due the Supplier.</p>
<p><b>15. Governing Language</b></p>	<p>15.1 The Governing Language shall be: Nepali or English</p>
<p><b>16. Applicable Law</b></p>	<p>16.1 The applicable law shall be Laws of Nepal.</p>
<p><b>17. Notices</b></p>	<p>17.1 Any Notice given by one party to the other pursuant to the Contract shall be in writing to the address <b>specified in the SCC</b>. The term "in writing" means communicated in written form with proof of receipt</p> <p>17.2 A Notice shall be effective when delivered or on the Notice's effective date, whichever is later.</p>
<p><b>18. Taxes and Duties</b></p>	<p>18.1 The Supplier shall be entirely responsible for all taxes, duties, licence fees and other such levies imposed by the GON.</p>
<p><b>19. Operation, Maintenance and Spare-parts Manuals</b></p>	<p>19.1 The successful Supplier shall supply manufacturer's operation, maintenance and spare-part manuals of the goods (Equipment) <b>as specified in SCC</b>.</p>
<p><b>20. Conduct of Suppliers</b></p>	<p>20.1 The Supplier shall be responsible to fulfil his obligations as per the requirement of the Contract Agreement, Quotation documents, GoN's Procurement Act and Regulations.</p>

	<p>20.2 The Supplier shall not carry out or cause to carryout the following acts with an intention to influence the implementation of the procurement process or the procurement agreement:</p> <ol style="list-style-type: none"> <li>a. give or propose improper inducement directly or indirectly,</li> <li>b. distortion or misrepresentation of facts</li> <li>c. engaging or being involved in corrupt or fraudulent practice</li> <li>d. interference in participation of other prospective bidders.</li> <li>e. coercion or threatening directly or indirectly to impair or harm, any party or the property of the party involved in the procurement proceedings,</li> <li>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.</li> <li>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</li> </ol>
<p><b>21. Blacklisting Supplier</b></p>	<p>21.1 Without prejudice to any right of the Purchaser under this Contract, 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:</p> <ol style="list-style-type: none"> <li>a. if it is proved that the supplier committed acts pursuant to the Sub - clause 20.2,</li> <li>b. if the supplier fails to sign an agreement pursuant to ITB Clause 24,</li> <li>c. 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,</li> <li>d. if convicted by a court of law in a criminal offence which disqualifies the supplier from participating in the contract.</li> </ol> <p>21.2 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 and credit information bureau of Nepal.</p>



## Section VII - Special Conditions of Contract (SCC)

Clause	Item
<b>GCC1.1(e)</b>	The Purchaser is: <b>NEA Engineering Company Limited</b>
<b>GCC 4.1</b>	<p>The Currency of of the performance Security shall be in Nepalese Rupees.</p> <p>The amount of the performance security shall be as follows:</p> <ul style="list-style-type: none"> <li>(i) if bid price of the bidder selected for acceptance is up to 15 (fifteen) percent below the approved cost estimate, the performance security amount shall be 5 (five) percent of the bid price.</li> <li>(ii) For the bid price of the bidder selected for acceptance is more than 15 (fifteen) percent below of the cost estimate, the performance security amount shall be determined as follows:</li> </ul> <p>Performance Security Amount =  <math>[(0.85 \times \text{Cost Estimate} - \text{Bid Price}) \times 0.5] + 5\% \text{ of Bid Price.}</math>                      The Bid Price and Cost Estimate shall be inclusive of Value Added Tax.</p>
<b>GCC 9.2</b>	The warranty period shall be <b>12 (Twelve)</b> months.
<b>GCC 10</b>	<p>The terms of payment to be made to the Supplier under the contract shall be as follows:</p> <p><b>1. The payment shall be made:</b></p> <p><b>(a) through accounts division/unit of the Purchaser</b></p>
<b>GCC 10</b>	<p><b>2. Payments shall be made in Nepalese Rupees in the following manner:</b></p> <ul style="list-style-type: none"> <li>(a) On Delivery and acceptance: <b>Ninety-five (95) percent</b> of the Contract Price of the Goods and related services delivered shall be paid within thirty (30) days of receipt of the Goods and related services.</li> <li>(b) <b>Five (5) percent</b> retention shall be retained till the warranty period. The total amount of retained money shall be repaid to the Supplier within 15 days from the End of the Warranty period and when the Contractor has submitted the evidence of submission of tax return to the concerned Internal Revenue Office.</li> <li>(c) Advance tax in the form of Tax Deduction at Source (TDS) and advance VAT deduction (amount directly deposited by the Purchaser to the Inland Revenue Department on behalf of the Supplier) shall be as per applicable national law.</li> <li>(d) The Supplier may substitute retention money with an unconditional bank guarantee issued from a Commercial Bank or Financial Institution eligible to issue a Bank Guarantee as per prevailing Law if acceptable to the Purchaser. If retention money is substituted by a bank guarantee, the bank guarantee shall be submitted either using the Retention Money Security Form included in Section VIII (Contract Forms) or in another form acceptable</li> </ul>

Clause	Item
	to the employer. The validity of the bank guarantee shall be at least one month more than the end of the contract period.
<b>GCC 17.1</b>	<p>For <b>notices</b>, the Purchaser's address shall be  <b>Name and Address of the Purchaser: NEA Engineering Company Limited</b>  <b>Telephone number: +977 - 01 - 5111024 / 5111025</b>  <b>email: info@neaec.com.np</b>  <b>website: www.neaec.com.np</b></p> <p>For <b>notices</b>, the Suppliers's address shall be:  Name and Address of the Supplier:  Telephone number:  Facsimile number:  e-mail Address:</p>
<b>GCC 19.1</b>	The Supplier shall supply 1 (One) copy of operation, maintenance, and spare-part manuals of the goods (Equipment) in English language as specified in SCC.

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## Section VIII. Contract Form

### 1. Letter of Acceptance *[on letterhead paper of the Purchaser]*

Date.....

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

Subject: ..... ***Notification of Award***

This is to notify that your Sealed Quotation dated . . . . for execution of the . . . . .  
***.name of the contract and identification number, as given in the Contract Data/SCC . . . . . for the Contract price of Nepalese Rupees [insert amount in figures and words in Nepalese Rupees], as corrected in accordance with the Instructions to Bidders is hereby accepted in accordance with the Instruction to Bidders.***

You are hereby instructed to contract this office to sign the formal contract agreement within 7 days. As per the Conditions of Contract, you are also required to submit Performance Security, as specified in SCC, consisting of a Bank Guarantee in the format included in Section VIII (Contract Forms) of the Bidding Document.

The Purchaser shall forfeit the bid security, in case you fail to furnish the Performance Security and to sign the contract within specified period.

Authorized Signature: .....

Name and Title of Signatory:



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## 2. Contract Agreement

THIS AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ between **NEA Engineering Company Limited** (hereinafter called “the Purchaser”) of the one part and *[name of Supplier]* of *[city and country of Supplier]* (hereinafter called “the Supplier”) of the other part:

WHEREAS the Purchaser invited Sealed Quotation for certain goods and ancillary services, viz., *[brief description of goods and services]* and has accepted a SQ by the Supplier for the supply of those goods and services in the sum of .....  
*[contract price in words and figures]* (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH 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. Form of Agreement
  - b. The Purchaser’s Notification of Award
  - c. The General Conditions of Contract;
  - d. Special Conditions of Contract
  - e. Quotation Form and the Price Schedule submitted by the Supplier;
  - f. The Schedule of Requirements;
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:
Sign:	Sign:
Seal:	Seal:



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### 3. Performance Security

Date :

To:

**NEA ENGINEERING COMPANY LIMITED**  
**Trade Tower, Thapathali**  
**Kathmandu, Nepal**

WHEREAS **[insert complete name of Supplier]** (hereinafter “the Supplier”) has received the notification of award for the execution of **NEAEC/SQ/GNSS/03-2080/81** (hereinafter “the Contract”).

AND WHEREAS it has been stipulated by you in the aforementioned Contract that the Supplier shall furnish you with a security **[insert type of security]** issued by a reputable guarantor for the sum specified therein as security for compliance with the Supplier’s performance obligations in accordance with the Contract.

AND WHEREAS the undersigned **[insert complete name of Guarantor]**, legally domiciled in **[insert complete address of Guarantor]**, (hereinafter the “Guarantor”), have agreed to give the Supplier a security:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, up to a total of **[insert currency and amount of guarantee in words and figures]** and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the Contract, without cavil or argument, any sum or sums within the limits of **[insert currency and amount of guarantee in words and figures]** as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This security is valid until the **[insert day, month, year]**.

Name: **[insert complete name of person signing the Security]**

In the capacity of: **[insert legal capacity of person signing the Security]**

Signed: **[insert signature of person whose name and capacity are shown above]**

Duly authorized to sign the security for and on behalf of: **[insert seal and complete name of Guarantor]**

Date: **[insert date of signing]**



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## 5. Retention Money Security

**Bank's Name, and Address of Issuing Branch or Office**  
**[On Letter head of the commercial bank or Financial Institution]**

Date: \_\_\_\_\_

**Beneficiary:**

NEA ENGINEERING COMPANY LIMITED  
Trade Tower, Thapathali  
Kathmandu, Nepal

**RETENTION MONEY GUARANTEE No.: [insert number]**

We have been informed that **[name of the Supplier]** (hereinafter called "the Applicant") has entered into Contract No. **NEAEC/SQ/GNSS/03-2080/81** dated \_\_\_\_\_ with the Beneficiary, for **Supply, Delivery, and Testing of Global Navigation Satellite System (GNSS) Receiver** (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, the Beneficiary retains moneys up to the limit set forth in the Contract ("the Retention Money"), and when the whole Goods have been accepted by the Purchaser, payment of **[insert the amount of the Retention Money]** can be made against a Retention Money guarantee.

At the request of the Applicant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of \_\_\_\_\_ **[insert amount in figures]** (in words: \_\_\_\_\_)

**[amount in words]** upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the Contract, without your needing to prove or show grounds for your demand or the sum specified therein.

This guarantee shall expire no later than the \_\_\_\_\_ **[insert expiry date as 30 days more than the end of Warranty Period]**, and any demand for payment under it must be received by us at the office indicated above on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 758.

\_\_\_\_\_  
**[Seal of Bank and signature(s)]**

