NEPAL ELECTRICITY AUTHORITY (A Government of Nepal Undertaking) **Generation Directorate**	NEPAL ELECTRICITY AUTHORITY नेपाल विद्युत प्राधिकरण

Puwakhola (Ilam) Hydropower Station

Golakharka, Ilam

Bidding Document

for

Supply, Delivery, Installation, Testing and Commissioning of Mechanical Consumables, Spares and Equipments for Power House

National Competitive Bidding (NCB)

IFB No.NEA-IHPS-2074/075-MT/02-RE

November 2017

Issued on:

Name & Address of the Bidder:

Abbreviations

BDS..... Bid Data Sheet

BD ..... Bidding Document

DCS..... Delivery and Completion Schedule

DP ……..Development Partner

EQC ..... Evaluation and Qualification Criteria

GCC ..... General Conditions of Contract

GoN ..... Government of Nepal

ICC..... International Chamber of Commerce

IFB ..... Invitation for Bids

Incoterms..... International Commercial Terms

ITB ..... Instructions to Bidders

LGRS ..... List of Goods and Related Services

NCB ……..... National Competitive Bidding

NEA ……..... Nepal Electricity Authority

PAN ……..Permanent Account Number

PPMO ……Public Procurement Monitoring Office

SBD..... Standard Bidding Document

SBQ..... Schedule of Bidder Qualifications

SCC……..... Special Conditions of Contract

SR ..... Schedule of Requirements

TS..... Technical Specifications

UNCITRAL …….United Nations Commission on International Trade Law

VAT …… Value Added Tax

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Invitation for Bids

NEPAL ELECTRICITY AUTHORITY
GENERATION DIRECTORATE
Tender No: **[NEA-IHPS-2074/075-MT/02-RE]**
First Date of publication: ***2074/08/13***

1. **Nepal Electricity Authority (NEA), Generation Directorate, Medium Generation Operation and Maintenance Department, Puwakhola (Ilam) Hydropower station** invites wax sealed bid from reputable manufacturers, registered suppliers or their authorised representatives for:
   NEA-IHPS-2074/075-MT/02-RE; Supply, Delivery, Installation, Testing and Commissioning of Mechanical Consumables, Spares and Equipments for Power House.
2. The eligible Bidders shall have up to date Firm/Company Registration Certificate, VAT and PAN Registration Certificates, Tax Clearance Certificate or Submissions of Tax Returns up to ***F.Y.2073/74*** or (Tax clearance certificate of FY 2072/73 and time extension letter from concerned Authority), joint venture agreement/authorization (if any), power of attorney and a written declaration of not having conflict of interest in the proposed bid procurement proceedings and has not been punished for the profession or businesses related offences.
3. A complete set of Bid Documents may be purchased during office hours on all working days by any interested eligible Bidder from ***2074/08/13*** onwards upon submission of a written application to the address given below accompanied by a bank voucher of the amount (non-refundable) specified in Clause 5 below towards the cost of the Bid Document deposited in A/c of Ilam Hydropower Station Account No. ***05CA063829NPR001 maintained*** at ***NIC Asia Bank Ltd, Ilam*** ***or Account No. 1206101-001-012-524 at Nepal Rastra Bank, Thapathali, Kathmandu***. The Bid document shall be available for sale up to one day before the last date of Bid submission as specified in Clause hereunder.
4. Local bidders must produce an attested copy of the certificates of VAT and PAN registration and Tax Clearance Certificate up to ***F.Y.2073/74*** or (Tax clearance certificate of FY 2072/73 and time extension letter from concerned Authority) at the time of purchase of the Bid Document. Local agents intending to purchase the Bid Documents on behalf of their principals must produce the authorization from their principals.
5. All Bids accompanied by a bid bond in amount and validity period as specified below must be delivered in accordance with the Instruction to Bidders at or before 12:00 hour's local time on or before the dates and address given below. The Bids shall be opened at 13:00 hours local time on the same date of the Bid submission at the office given below, in the presence (or without presence) of the authorised representatives of the Bidders who choose to be present. If the specified dates of Bid submission and opening fall on a public holiday, Bid submission and opening shall be done on the next working day.

Tender No.	Last date of Bid Purchase	Last date of Bid Submission	Cost of Bid Document (NRs.)	Bid Bond	
				Amount (NRs)	Validity Period
NEA-IHPS-2074/075-MT/02-RE	Upto 2074/08/28 within office time	2074/08/29 till 12:00 Noon	3,000.00	1,00,000.00	120 days from the last date of Bid submission

6. NEA shall not be responsible for any costs or expenses incurred by Bidders in connection with the preparation or submission of Bids.
7. NEA, Puwakhola Hydropower Station reserves the right to accept or reject, wholly or partly any or all the bids without assigning reason, whatsoever.
8. Interested eligible Bidders may obtain further information at the Offices given below:

Nepal Electricity Authority
Generation Directorate
Medium Generation Operation & Maintenance Department&
Puwakhola Hydropower Station
Golakharkha, Ilam
Tel/ Fax. 027 520561 and 027 520351

Nepal Electricity Authority

Generation Directorate

(Publication Date 2074/08/13)

National Competitive Bidding

Sealed Tenders/Quotations are invited for the following Schemes of Nepal Electricity Authority, Large & Medium Generation Operation & Maintenance Department (LGOMD) & (MGOMD).

S. No.	Works/Jobs (e-bid)	Bid No.	Sale of Bid Documents till date (Office time)	Last date of Bid Submission, Opening Time & Place	Cost of Bid Documents (Bank deposit)	Bid Security/ Bid Bond (Bank Deposit/ Bank Guarantee)	Bid Documents available at	Bank A/C No
Kali Gandaki 'A' Hydro Power Station (KGA), Beltari, Syangja								
1	Supply & Delivery of Tyre with Tubes for Vehicles	KGA-074/075-QM-05	Upto 2074/08/27	2074/08/28 till 12:00 Noon & 02:00 PM, Kali Gandaki HPS, Beltari, Syangja	Nrs. 1,000/-	Nrs. 33,500/-	L.G. O. & M. D., Kathmandu & Kali Gandaki HPS, Beltari, Syangja	Nabil Bank, Pokhara, A/C No. 1201013045501 or Nepal Rashtra Bank, Thapathali, Ac No. 1206101-001-012-524
2	Supply & Delivery of Spare Parts for Vehicles	KGA-074/075-QM-06			Nrs. 1,000/-	Nrs. 29,500/-		
3	Supply & Delivery of Stationary and Other Miscellaneous Items	KGA-074/075-QA-07			Nrs. 1,000/-	Nrs. 18,500/-		
Kulekhani-I Hydro Power Station (KL-I), Dhorsing, Makwanpur								
1	Maintenance Works of Shotcrete (Estimated Amount Nrs.50,12,732.17 with VAT)	NEA-KL1-2074/075-CST-01	Upto 2074/09/13	2074/09/14 till 12:00 Noon & 02:00 PM, Kulekhani-I HPS, Dhorsing, Makwanpur	Nrs. 3,000/-	Nrs. 140,000/-	L.G. O. & M. D., Kathmandu & Kulekhani-I, HPS, Dhorsing, Kathmandu	Nabil Bank Ltd., A/C No. 0101011651801 or Nepal Rashtra Bank, Thapathali, Ac No. 1206101-001-012-524
2	Supply, Delivery, Installation, Testing and Commissioning of Air Compressor with Various Accessories of Power House of KL1HPS	NEA-KL1-2074/075-MST-01			Nrs. 3,000/-	Nrs. 60,000/-		
3	Supply, Delivery, Installation, Testing & Commissioning of Paperless Graphical Recorder for Unit Temperature Data Acquisition System & Radio Remote Controller for EOT Crane at KL1HPS	NEA-KL1-2074/075-EST-01			Nrs. 3,000/-	Nrs. 200,000/-		
4	Supply & Delivery of SF6 Gas Handling Device & Accessories	NEA-KL1-2074/075-EST-02			Nrs. 3,000/-	Nrs. 110,000/-		
5	Supply & Delivery of Various Electrical Equipments	NEA-KL1-2074/075-EST-03			Nrs. 3,000/-	Nrs. 245,000/-		
6	Supply, Delivery, Installation, Testing & Commissioning of 60 KV Lighting Arrestors for Protection of 66 KV XLPE Power Cables & Switchyard Equipments at KL1HPS	NEA-KL1-2074/075-ESQ-01	Upto 2074/08/27	2074/08/28 till 12:00 Noon & 02:00 PM, Kulekhani-I HPS, Dhorsing, Makwanpur	Nrs. 1,000/-	Nrs. 50,000/-		
7	Maintenance of Check Wall at Thado Khola (Estimated Amount Nrs. 19,10,184.61 with VAT)	NEA-KL1-2074/075-C-SQ02			Nrs. 1,000/-	Nrs. 50,000/-		
8	Maintenance of Dam-Intake Road (Estimated Amount Nrs. 5,20,487.90 with VAT)	NEA-KL1-2074/075-C-SQ03			Nrs. 1,000/-	Nrs. 14,000/-		
9	Maintenance of Check Wall at Chalkhu Khola (Estimated Amount Nrs. 5,03,539.94 with VAT)	NEA-KL1-2074/075-C-SQ04			Nrs. 1,000/-	Nrs. 13,500/-		
Modikhola Hydro Power Station (MKHPS), Dimuwa, Parvat								
1	Supply and Delivery of 132 KV Lighting Arrestor, 4 Core ABC, Steel Tubular Pole & Accessories	MKHPS-074/075-ES-SQ01	Upto 2074/08/27	2074/08/28 till 12:00 Noon & 02:00 PM, Modikhola HPS, Dimuwa, Parvat	NRs. 1,000/-	Nrs.50,000/-	Medium Generation O. & M. Dept., Kathmandu & Modikhola HPS, Dimuwa, Parvat	Nabil Bank Ltd., Pokhara A/C No. 1201017500027 or Nepal Rashtra Bank, Thapathali, Ac No. 1206101-001-012-524
2	Supply, Delivery, Installation, Testing & Commissioning of 132 KV & 33 KV SF6 Outdoor Circuit Breakers at MKHPS	MKHPS-074/075-ES-ST01	Upto 2074/09/13	2074/09/14 till 12:00 Noon & 02:00 PM, Modikhola HPS, Dimuwa, Parvat	Nrs. 3,000/-	Nrs.125,000/-		
Gandak Hydro Power Station (GHPS), Surajpura, Nawalparasi								
1	Supply & Delivery of Diving Apparatus at GHPS	GHPS-2074/075-MQ-01	Upto 2074/08/27	2074/08/28 till 12:00 Noon & 02:00 PM, Gandak HPS, Surajpura, Nawalparasi	Nrs. 1,000/-	Nrs. 15,100/-	Medium Generation O. & M. Dept., Kathmandu & Gandak HPS, Surajpura, Nawalparasi	Rashtriya Banijya Bank, Bardghat, Nawalparasi, A/C No. 333-0080241-01 or Nepal Rashtra Bank, Thapathali, Ac No. 1206101-001-012-524
2	Power House Coloring Work at GHPS (Estimated Amount Nrs. 729,844.03 without VAT & Contigency)	GHPS-2074/075-SQC-01			Nrs. 1,000/-	Nrs. 20,500/-		
Ilam (Puwakhola) Hydro Power Station (IHPS), Golakharka, Ilam								
1	Supply, Delivery, Installation, Testing and Commissioning of Mechanical Consumables, Spares and Equipments for Powerhouse	NEA-IHPS-2074/075-MT/02-RE	Upto 2074/08/28	2074/08/29 till 12:00 Noon & 01:00 PM, Medium Generation O& M Dept. Kathmandu, Nepal	Nrs. 3,000/-	Nrs. 100,000/-	Medium Generation O. & M. Dept., Kathmandu & Ilam (Puwakhola) HPS, Ilam	NIC Asia Bank Ltd., Ilam, A/C No. 05CA063829NPR001 or Nepal Rashtra Bank, Thapathali, Ac No. 1206101-001-012-524

For Further details and downloading of Bid Documents please visit our Website http//www.nea.org.np or Contact at 063-403081 (KGA), 057-410030 (KL1), 067-410041 (MKHPS), 078-520492 (GHPS), 027-520351(IHPS), 01-4153081 (MGOMD) & 01-4153070 (L.G.O.& M.D)

Section I. Instructions to Bidders

Section I. Instructions to Bidders

A. General	
1. Scope of Bid	1.1 The Purchaser ***indicated in the BDS*** issues this Bidding Document for the supply, delivery of Goods and Related Services incidental thereto as specified in Section V, Schedule of Requirements. 1.2 Throughout this Bidding Document : (a) the term "in writing" means communicated in written form with proof of receipt; (b) if the context so requires, singular means plural and vice versa; and (c) "day" means calendar day.
2. Source of Funds	2.1 NEA, in accordance with its annual program and budget, intends to apply a portion of the allocated budget to eligible payments under the contract(s) ***indicated in the BDS***for which this Bidding Document is issued. Or The NEA has applied for or received financing (hereinafter called "funds") from the Development Partner (hereinafter called "the DP") ***indicated in the BDS*** toward the cost of the project ***named in the BDS***. The NEA intends to apply a portion of the funds to eligible payments under the contract(s) for which this Bidding Document is issued. 2.2 DP Funded: Payment by the DP will be made only at the request of the NEA and upon approval by the DP in accordance with the terms and conditions of the financing agreement between the NEA and the DP (hereinafter called the "Loan Agreement"), and will be subject in all respects to the terms and conditions of that Loan Agreement. No party other than the NEA shall derive any rights from the Loan Agreement or have any claim to the funds.
3. Fraud and Corruption	3.1 Anticorruption related laws require that GoN's officials (including beneficiaries of funds), as well as bidders, suppliers, and contractors and their sub-contractors under GoN/DP-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, this bidding document; a. defines, for the purposes of this provision, the terms set forth below as follows: (i) "corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party; (ii) "fraudulent practice" means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation; (iii) "coercive practice" means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;

(iv) "collusive practice" means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party.

(v) "obstructive practice" means:

(aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a NEA/DP investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of atters relevant to the investigation or from pursuing the investigation; or

(bb) acts intended to materially impede the exercise of the NEA/DP's inspection and audit rights provided for under sub-clause 3.5 below.

(b) will reject bid(s) if it determines that the bidder has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;

(b) will sanction a firm or individual, including declaring ineligible, for a stated period of time, to be awarded a GoN/DP-financed contract if it at any time determines that the firm has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for, or in executing, a GoN/DP-financed contract.

3.2 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 :

(a) give or propose improper inducement directly or indirectly,

(b) distortion or misrepresentation of facts,

(c) engaging in corrupt or fraudulent practice or involving in such act,

(d) interference in participation of other competing bidders,

(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,

(f) collusive practice among bidders before or aftersubmission of bids for distribution of works among bidders or fixing artificial/uncompetitive bid pricewith an intention to deprive the Employer the benefit of open competitive bid price,

(g) contacting the Employer with an intention to influence the Employer with regards to the bids or interference of any kind in examination and evaluation of the bids during the period from the time of opening of the bids until the notification of award of contract.

3.3 Without prejudice to any other rights of the Purchaser under the related laws, GoN may **blacklist** a Bidder for its conduct for a period of one (1) to three (3) years on the following grounds and seriousness of the act committed by the bidder:

	(a) if convicted by a court of law in a criminal offence which disqualifies the Bidder from participating in the contract, (b) If it is proved that the bidder has committed an act contrary to ITB 3.2. 3.4 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. 3.5 The Supplier shall permit the GoN/DP to inspect the Supplier's accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by the GoN/DP, if so required by the GoN/DP. 3.6 DP Funded: In pursuance of the fraud and corruption policy, the DP. (a) will reject a proposal if it determines that the bidder recommended for award has directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question; (b) will cancel the portion of the loan/ credit/ grant allocated to a contract if it determines at any time that representative(s) of the GoN or of a beneficiary of the fund engaged in corrupt, fraudulent, collusive, or coercive practices during the procurement or the execution of that contract, without the GoN having taken timely and appropriate action satisfactory to the DP to address such practices when they occur.
4. Eligible Bidders	4.1 This Invitation for Bids is open to eligible Bidders/Suppliers indicated ***in the BDS***. 4.2 A Bidder may be a natural person, private entity, government-owned entity (subject to ITB 4.4) or any combination of them with a formal intent to enter into an agreement or under an existing agreement in the form of a Joint Venture (JV). In the case of a JV: (a) all parties to the JV shall be jointly and severally liable; and (b) a JV shall nominate a representative who shall have the authority to conduct all businesses for and on behalf of any and all the parties of the JV during the bidding process and, in the event the JV is awarded the Contract, during contract execution. 4.3 A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to be in a conflict of interest with one or more parties in this bidding process if, including but not limited to: (a) have controlling shareholders in common; (b) receive or have received any direct or indirect subsidy from any of them; (c) have the same legal representative for purposes of this Bid; (d) have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Purchaser regarding this bidding process; (e) a Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will

	result in the disqualification of all Bids in which it is involved. However, this does not limit the inclusion of the same subcontractor, not otherwise participating as a Bidder, in more than one bid; or a Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the goods and services that are the subject of the bid. 4.4 A Bidder that is under a declaration of ineligibility by the GoN/DP in accordance with ITB 3.4, at the date of the deadline for bid submission or thereafter, shall be disqualified. 4.5 A GoN-owned enterprise may also participate in the bid if it is legally and financially autonomous, it operates under commercial law, and it is not dependent agency of the Purchaser. 4.6 Bidders shall provide such evidence of their continued eligibility satisfactory to the Purchaser, as the Purchaser shall reasonably request. 4.7 Firms shall be excluded in any of the cases, if (a) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations prohibits any import of goods or Contracting of works or services from that country or any payments to persons or entities in that country. (b) DP Funded: as a matter of law or official regulation, GoN prohibits commercial relations with that country, provided that the DP is satisfied that such exclusion does not preclude effective competition for the supply of goods or related services required; (c) DP Funded: a firm has been determined to be ineligible by the DP in relation to their guidelines or appropriate provisions on preventing and combating fraud and corruption in projects financed by them.
	4.8 A bidder and all parties constituting the Bidder shall have the nationality of an eligible country as defined by the concerned DP for DP funded projects. 4.9 The domestic Bidder who has obtained Permanent Account Number (PAN) and Value Added Tax (VAT) registration certificate(s) and Tax clearance certificate or proof of submission of tax return from the Inland Revenue Office shall only be eligible. The foreign bidder submitting the documents ***indicated in the BDS*** at the time of bid submission and a declaration to submit the document(s) ***indicated in the BDS*** at the time of contract agreement shall only be eligible
5. Eligible Goods and Related Services	5.1 All goods and related services to be supplied under the contract are eligible, unless their origin is from a country ***specified in the BDS***. 5.2 For purposes of this clause, "origin" means the place where the goods are mined, grown, or produced, or the place from which the related services are supplied 5.3 The origin of goods and services is distinct from the nationality of the Bidder.
6. Site Visit	6.1 For goods contracts requiring installation/commissioning/ networking or similar services at site, the Bidder, at the Bidder's own responsibility and risk, is encouraged to visit and examine the Site and

	obtain all information that may be necessary for preparing the Bid and entering into a contract for the supply of goods and related services. 6.2 The Bidder should ensure that the Purchaser is informed of the visit in adequate time to allow it to make appropriate arrangements. 6.3 The costs of visiting the Site shall be at the Bidder's own expense.

B. Contents of Bidding Document

7. Sections of the Bidding Document	7.1 The Bidding Document consist of Parts 1, 2, and 3, which include all the Sections indicated below, and should be read and construed in conjunction with any Addenda issued in accordance with ITB 9. **PART 1 Bidding Procedures** • Section I. Instructions to Bidders (ITB) • Section II. Bid Data Sheet (**BDS**) • Section III. Evaluation and Qualification Criteria • Section IV. Bidding Forms **PART 2 Supply Requirements** • Section V. Schedule of Requirements **PART 3 Conditions of Contract and Contract Forms** • Section VI. General Conditions of Contract (GCC) • Section VII. Special Conditions of Contract (SCC) Section VIII. Contract Forms 7.2 The Purchaser will reject any Bid submission if the Bidding Document was not purchased directly from the Purchaser, or through its assigned office ***as stated in the BDS***. 7.3 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Document as well as in Amendments, if any. Failure to furnish all information or documentation required by the Bidding Document may result in the rejection of the Bid. 7.4 The Invitation for Bids issued by the Purchaser is not part of the Bidding Document
8. Clarification of Bidding Document/Pre-bid meeting	8.1 A prospective Bidder requiring any clarification of the Bidding Document shall contact the Purchaser in writing at the Purchaser's address ***indicated in the BDS***. The Purchaser will respond in writing to any request for clarification, provided that such request is received within the time limit ***specified in the BDS*** prior to the deadline for submission of Bids. The Purchaser shall forward copies of its response to all Bidders who have acquired the Bidding Document directly from it, including a description of the inquiry but without identifying its source. Should the Purchaser deem it necessary to amend the Bidding Document as a result of a clarification, it shall do so following the procedure under ITB 9 and 24.2. 8.2 The purchaser may organize a pre-bid meeting of Bidders at least ten (10) days before the deadline for submission of Bids at the place, date and time as ***specified in the BDS*** to provide information relating to Bidding Documents, Technical specifications and the like matters. Should the purchaser deem it necessary to amend the Bidding Document as a result

	of a clarification, it shall do so following the procedure under ITB 9 and ITB **24.2**.
9. Amendment of Bidding Document	9.1 At any time prior to the deadline for submission of the Bids, the Purchaser may amend the Bidding Document by issuing addenda. 9.2 Any addendum issued shall be part of the Bidding Document and shall be communicated in writing to all who have obtained the Bidding Document directly from the Purchaser. 9.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Purchaser may, at its discretion, extend the deadline for the submission of the Bids, pursuant to ITB **24.2**.

C. Preparation of Bids

10. Cost of Bidding	10.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Purchaser shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
11. Language of Bid	11.1 The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Purchaser, shall be written in the language ***specified in the BDS***. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language ***specified in the BDS***, in which case, for purposes of interpretation of the Bid, such translation shall govern.
12. Documents Comprising the Bid	12.1 The Bid shall comprise the following: (a)Bid Submission Sheet and the applicable Price Schedules, in accordance with ITB Clauses 13, 15, and 16; (b) Bid Security in accordance with ITB 21; (c)alternative bids, if permissible, in accordance with ITB 14; (d) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 22; (e)documentary evidence in accordance with ITB 17 establishing the Bidder's eligibility to bid; (f) documentary evidence in accordance with ITB Clauses 18 and 31, that the Goods and Related Services conform to the Bidding Document; (g) documentary evidence in accordance with ITB 19 establishing the Bidder's qualifications to perform the contract if its Bid is accepted; and (h) any other document required in the BDS.
13. Bid Submission Sheet and Price Schedules	13.1 The Bidder shall submit the Bid Submission Sheet using the form furnished in Section IV, Bidding Forms. This form must be completed without any alterations to its format, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested. 13.2 The Bidder shall submit the Price Schedules for Goods and Related Services, according to their origin as appropriate, using the forms furnished in Section IV, Bidding Forms

14. Alternative Bids	14.1 Unless otherwise ***indicated in the BDS***, alternative bids shall not be considered.
15. Bid Prices and Discounts	15.1 The Bidder shall complete the appropriate Price Schedule and the sources of Goods schedules included herein, stating the unit prices, total cost per item, the total Bid amount and the expected countries of origin of the Goods to be supplied under the contract. 15.2 Prices quoted in the Price Schedules shall be entered separately in the following manner: i. the price of the goods quoted EXW (ex works, ex factory, ex warehouse, ex showroom, or off-the-shelf, as applicable), including all customs duties and sales and other taxes already paid or payable: (i) on the components and raw materials used in the manufacture or assembly of goods quoted ex works or ex factory; or (ii) on the previously imported goods of foreign origin quoted ex warehouse, ex showroom or off-the-shelf; ii. the price for inland transportation, insurance, and other costs incidental to delivery of the goods to their final destination, if ***specified in the BDS***; iii. the price of other (incidental) services, if any, ***listed in the BDS***. 15.3 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account, unless otherwise ***specified in the BDS***. A Bid submitted with an adjustable price quotation shall be treated as nonresponsive and shall be rejected, pursuant to ITB **31**. However, if in ***accordance with the BDS***, prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract, a Bid submitted with a fixed price quotation shall not be rejected, but the price adjustment shall be treated as zero. 15.4 The terms EXW shall be governed by the rules prescribed in the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. 15.5 The Bidder's separation of price components in accordance with ITB 15.1 above will be solely for the purpose facilitating the comparison of bids by the Purchaser and will not in any way limit the Purchaser's right to contract on any of the terms offered. 15.6 If the Bidder intends to offer any unconditional discount, it shall always be expressed in fixed percentage and that shall not vary as the quantity varies and be applicable to each unit rate. The methodology for its application shall be provided in bid submission sheet.
16. Currencies of Bid	16.1 All Prices shall be quoted in Nepalese Rupees or as specified in **BDS.**
17. Documents Establishing the Eligibility of the Bidder	17.1 To establish their eligibility in accordance with ITB 4, Bidders shall: (a)complete the eligibility declarations in the Bid Submission Sheet, included in Section IV, Bidding Forms; and (b) if the Bidder is an existing or intended JV in accordance with ITB 4.2, submit a copy of the JV Agreement, or a letter of intent to enter into such an Agreement. The respective document shall be signed by all legally authorized signatories of all the parties to the existing or intended JV, as appropriate. (c)submit the copy of the documents as ***specified in BDS***.

18. Documents Establishing the Conformity of the Goods and Related Services to the Bidding Document	18.1 To establish the conformity of the Goods and Related Services to the Bidding Document, the Bidder shall furnish as part of its Bid the documentary evidence that the Goods and Related Services conform to the requirements specified in Section V, Supply Requirements. 18.2 The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item-by-item description of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to those requirements, and if applicable, a statement of deviations and exceptions to the provisions of Section V, Schedule of Requirements. 18.3 Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the Purchaser in the Section V, Schedule of Requirements, are intended to be descriptive only and not restrictive. The Bidder may offer other standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates, to the Purchaser's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in Section V, Schedule of Requirements.
19. Documents Establishing the Qualifications of the Bidder	19.1 The documentary evidence of the Bidder's qualifications to perform the contract, if its bid is accepted, shall establish to the Purchaser's satisfaction that the Bidder meets each of the qualification criterion specified in Section III, Evaluation and Qualification Criteria. 19.2 If so ***required in the BDS***, a Bidder that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer's Authorization using the form included in Section IV, Bidding Forms to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in Nepal and take care of the warranty provided. 19.3 If so ***required in the BDS***, a Bidder that does not conduct business within Nepal shall submit evidence that it will be represented by an Agent in Nepal equipped and able to carry out the Supplier's maintenance, repair and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications. 19.4 A foreign Bidder wishing to have or already having a local agent shall state the following: a. Name and address of the Agent/Representative, b. The Agent/Representative providing type of services, c. Amount of commission if the Agent/Representative is entitled to get such payment and if it participates in the procedure of payment, d. Other agreement with Agent/Representative, if any, e. Bidder shall certify in the Letter of Authorization as follows: "We certify that the statement and disclosure made by us on the above are complete and true to the best of our knowledge and belief", If the agent has not been appointed: f. Source of information about tender invitation, g. The remuneration given to the individual or firm/company or organization to work on its behalf for submitting tender,

	representation in the bid opening and other required action in connection with the tender, h. Transfer or handover an evidence of foreign currency exchanged which required to be submitted with the tender, i. If the bank account of any Nepali citizen has been used for the exchange of foreign currency specify the name of the individual and his address. If the foreign currency has been exchanged by self then the certificate of currency exchange. 19.5 If a foreign Bidder in its Bid, has not provided the information mentioned in ITB 19.4 or has submitted its bid stating that the Bidder does not have a local agent and later it is proved that the bidder has a local agent or it is proved that the commission mentioned in the Bid is less than the commission received by the local agent then the Purchaser shall initiate proceedings to blacklist such bidder in accordance with ITB 3.2. 19.6 In case of bids submitted in hard copy the Bidder requests for withdrawal or modification of its bid between the interval 24 hours prior to the deadline for submission of bids and expiration of the period of bid validity specified by the Bidder on the Letter of Bid except as provided in ITB 18.2 In case of e-submitted bids, the Bidder requests for withdrawal or modification of its bid during the period of bid validity specified by the Bidder on the Letter of Bid, except as provided in ITB 18.2
20. Period of Validity of Bids	20.1 Bid shall remain valid for a period ***specified in the BDS*** after the bid submission deadline date prescribed by the purchaser. A bid valid for a shorter period shall be rejected by the purchaser as nonresponsive. 20.2 In exceptional circumstances, prior to the expiration of the bid validity period, the Purchaser may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB 21, it shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its Bid.
21. Bid Security	21.1 The Bidder shall furnish as part of its bid, in original form a Bid Security as ***specified in the BDS***. 21.2 If a bid security is specified pursuant to ITB 21.1, the bid security shall be a demand guarantee in any of the following forms at the Bidder's option: (a) **original copy of an unconditional bank guarantee from "A" class commercial bank or;** (b) **original copy of cash deposit voucher in the Employer's Account as** *specified in BDS*. In case of a bank guarantee, the Bid Security shall be submitted using the Bid Security Form included in Section IV, Bidding Forms. The form must include the complete name of the Bidder. The Bid Security shall be valid for minimum thirty (30) days beyond the end of the validity period of the bid. This shall also apply if the period for bid validity is extended.

	The bid security issued by any foreign Bank outside Nepal must be counter guaranteed by an "A" class Commercial Bank in Nepal. 21.3 If a bid Security is required in accordance with ITB 21.1, any Bid not accompanied by an enforceable and compliant Bid Security in accordance with ITB 21.2, 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. 21.4 If a Bid Security is specified pursuant to ITB 21.1, the Bid Security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the Contract Agreement and furnished the required Performance Security. 21.5 The Bid Security may be forfeited: (a) If a Bidder requests for withdrawal or modification of its bid as against of the ITB clause 26.3 during the period of bid validity specified by the Bidder on the Bid submission form except as provided in ITB 20.2; or (b) if the successful Bidder fails to: (i) Sign the Contract in accordance with ITB 42; or (ii) furnish a Performance Security in accordance with ITB 42. 21.6 The Bid Security of a JV must be in the name of the JV that submits the bid. If the JV has not been legally constituted at the time of bidding, the Bid Security shall be in the names of all future partners as named in the letter of intent mentioned in ITB 17.1.
22. Format and Signing of Bid	22.1 The Bidder shall prepare one original of the documents comprising the Bid as described in ITB 12 and clearly mark it "ORIGINAL." In addition, the Bidder shall submit copies of the Bid, in the number ***specified in the BDS*** and clearly mark them "COPY." In the event of any discrepancy between the original and the copies, the original shall prevail. 22.2 The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as ***specified in the BDS*** and shall be attached to the Bid. 22.3 Any amendments such as interlineations, erasures, or overwriting shall be valid only if they are signed or initialled by the person signing the Bid.

D. Submission and Opening of Bids

23. Sealing and Marking of Bids	23.1 Bidders may always submit their bids by mail or by hand or by courier, but in any means bid must be delivered within the deadline of submission as mentioned in ITB 24. When so ***specified in the BDS***, Bidders have the option of submitting their bids electronically. Bidders submitting bids electronically shall follow the electronic bid submission procedures ***specified in the BDS***. 23.2 Bidders submitting bids by mail or by hand or by courier shall enclose the original and each copy of the Bid, including alternative bids, if permitted in accordance with ITB 14, in separate sealed envelopes, duly marking the envelopes as "ORIGINAL", "ALTERNATIVE" and "COPY." These envelopes containing the original and the copies shall then be enclosed in one single envelope. The rest of the procedure shall be in accordance with ITB 23.3 and 23.4.

	23.3 The inner and outer envelopes shall: (a) bear the name and address of the Bidder; (b) be addressed to the Purchaser in accordance with ITB 23.1; and (c) bear a warning "NOT TO OPEN BEFORE THE TIME AND DATE FOR BID OPENING". 23.4 If all envelopes are not sealed and marked as required, the Purchaser will assume no responsibility for the misplacement or premature opening of the bid.
24. Deadline for Submission of Bids	24.1 Bids must be received by the Purchaser at the address and no later than the date and time ***indicated in the BDS***. In case of e-submission, the standard time for e-submission is Nepal Standard Time as set out in the server. The e-procurement system will accept the e-submission of bid from the date of publishing of notice and will automatically not allow the e-submission of bid after the deadline for submission of bid. 24.2 The Purchaser may, at its discretion, extend the deadline for the submission of Bids by amending the Bidding Document in accordance with ITB 9, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.
25. Late Bids	25.1 The Purchaser shall not consider any Bid that arrives after the deadline for submission of Bids, in accordance with ITB 25. Any Bid received by the Purchaser after the deadline for submission of Bids shall be declared late, rejected, and returned unopened to the Bidder.
26. Withdrawal, or Modification of Bids	A bidder may withdraw, or modify its bid after it has been submitted either in hard copy or by e-Submission. Procedures for withdrawal or modification of submitted bids are as follows: (i) Bids submitted in hard Copy a) Bidders may withdraw or modify its bids by sending a written notice in a sealed envelope, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITB 20.2 before 24 hours prior to the last deadline of submission of bid. The corresponding modification of the bid must accompany the respective written notice. All notices must be: (aa) prepared and submitted in accordance with ITB 20 and ITB 21,and in addition, the respective envelopes shall be clearly marked "WITHDRAWAL", "MODIFICATION;" and (bb) received by the Employer 24 hours prior to the deadline prescribed for submission of bids, in accordance with ITB 22. ii) E-submitted bids. 26.1 a) Bidder may submit modification or withdrawal prior to the deadline prescribed for submission of bids through e-GP system by using the forms and instructions provided by the system. Once a Bid is withdrawn, bidder shall not able to submit another bid for the same bid. Bids requested to be withdrawn in accordance with ITB 26.1 shall be returned unopened to the Bidders. 26.2 In case of bid submitted in hard copy no Bid shall be withdrawn or modified in the interval between 24 hours prior of the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the letter of Bid or any extension thereof.

	In case of e-submitted bid no Bid shall be withdrawn or modified in the interval between for submission of bids and the expiration of the period of bid validity specified by the Bidder on the bid submission form or any extension thereof.
27. Bid Opening	27.1 The Purchaser shall conduct the bid opening in public in the presence of bidder or its representative who chose to attend at the address, date and time ***specified in the BDS***.The Purchaser shall download the e-submitted bid files. The e-procurement system allows the Purchaser to download the e-submitted bid files (report) only after bid opening date and time after login simultaneously by at least two members of the Bid opening committee. Electronically submitted bid shall be opened at first in the same time and date as specified above. Electronic Bids shall be opened one by one and read out. The e-submitted bids must be readable through open standards interfaces. Unreadable and or partially submitted bid files shall be considered incomplete. 27.2 Before opening the bids the purchaser shall separate the envelopes of the bids received after the deadline of bid submission, the envelopes containing an application given for WITHDRAWAL, MODIFICATION of bids and the envelopes of bids duly registered. The bids received after the deadline of submission shall be returned to the concerned bidder unopened. Then envelopes marked "WITHDRAWAL" shall be opened first, read out, and recorded, and the envelope containing the corresponding Bid shall not be opened, but returned to the Bidder. If the withdrawal notice is not accompanied by a copy of the valid authorization pursuant to ITB 22.2, the withdrawal shall not be permitted and the corresponding Bid will be opened. Envelopes marked "MODIFICATION" shall be opened, read out, and recorded with the corresponding Bid. No Bid shall be modified unless the corresponding Modification Notice contains a valid authorization to request the modification and is read out and recorded at bid opening. Only envelopes that are opened, read out, and recorded at bid opening shall be considered further. 27.3 All other envelopes shall be opened one at a time, and the following read out and recorded: the name of the Bidder and whether there is a modification; the Bid Prices (per lot if applicable), any discounts and alternative offers; the presence of a Bid Security, if required; if there is discrepancy between figure and words, description of such discrepancy; whether the bid form is signed by the bidder or his agent; and any other details as the Purchaser may consider appropriate. Only discounts and alternative offers read out and recorded at bid opening shall be considered for evaluation. No Bid shall be rejected at bid opening except for late bids, in accordance with ITB 25.1. 27.4 The Purchaser shall prepare a record of the bid opening that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, or modification; the Bid Price, per lot if applicable, any discounts and alternative offers if they were permitted; and the presence or absence of a Bid Security. The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders who submitted bids in time, and posted on line when

	electronic bidding is permitted. The Bidders' representatives who are present shall also be requested to sign an attendance sheet.

28. Confidentiality	28.1 Information relating to the examination, evaluation, comparison, and post-qualification of Bids, and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process until publication of the Contract award; thereafter, information will be disclosed in accordance with ITB 40.1. 28.2 Any attempt by a Bidder to influence the Purchaser in the examination, evaluation, comparison, and post-qualification of the Bids or Contract award decisions may result in the rejection of its Bid. 28.3 Notwithstanding ITB 28.2, from the time of bid opening to the time of Contract award, if any Bidder wishes to contact the Purchaser on any matter related to the bidding process, it should do so in writing.
29. Clarification of Bids	29.1 To assist in the examination, evaluation, comparison and post-qualification of the Bids, the Purchaser may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder with regard to its Bid and that is not in response to a request by the Purchaser shall not be considered. The Purchaser's request for clarification and the response shall be in writing. No change in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Purchaser in the evaluation of the Bids, in accordance with ITB 33.
30. Deviations, Reservations, and Omissions	30.1 During the evaluation of bids, the following definitions apply: (a)"Deviation" is a departure from the requirements specified in the Bidding Document; (b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Document; and (c)"Omission" is the failure to submit part or all of the information or documentation required in the Bidding Document.
31. Determination of Responsiveness	31.1 The Purchaser's determination of the responsiveness of a Bid is to be based on the contents of the Bid itself, as defined in ITB12. 31.2 A substantially responsive bid is one that meets the requirements of the Bidding Document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that, (a)if accepted, would: (i) affect in any substantial way the scope, quality, or performance of the Goods and Related Services specified in Section V, Schedule of Requirements; or (ii) limits in any substantial way, inconsistent with the Bidding Document, the Purchaser's rights or the Bidder's obligations under the proposed Contract; or (b) if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive bids.

	31.3 The Purchaser shall examine the technical aspects of the bid in particular, to confirm that all requirements of Section V, Schedule of Requirements have been met without any material deviation or reservation.
32. Non-material Non-conformities	32.1 The Purchaser may regard a Bid as responsive even if it contains minor deviations that do not materially alter or depart from the characteristics, terms, conditions and other requirement set forth in the Bidding Document or if it contains errors or oversights that are capable of being corrected without affecting the substance of the Bid. 32.2 Provided that a Bid is substantially responsive, the Purchaser may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify non-material non-conformities or omissions in the Bid related to documentation requirements. Requesting information or documentation on such non-conformities shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid. 32.3 Provided that a Bid is substantially responsive, the Purchaser shall rectify non-material non-conformities or omissions. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of the missing or non-conforming item or component. The adjustment shall be made using the method indicated in Section III, Evaluation and Qualification Criteria. 32.4 If small differences are found such as in technical specification, description, feature which does not make the bid to be rejected, then the cost, which is calculated to the extent possible due to such differences, shall be included while evaluating bid. 32.5 If the value is found fifteen percent more than the quoted amount of the bidder on account of small differences pursuant to ITB 31.4, such bid shall be considered irresponsive in substance and shall not be considered for evaluation.
33. Correction of Arithmetical Errors	33.1 Provided that the Bid is substantially responsive, the Purchaser shall correct arithmetical errors on the following basis: (a) 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 the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected; (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 (c) 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) and (b) above. 33.2 If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be rejected.
34. Domestic Preference	34.1 If the price of goods manufactured in Nepal, are higher up to ***as stated in BDS*** than that of foreign goods, a margin of preference up

	to ten percent to the goods manufactured in Nepal shall be provided in the evaluation of the Bids.
35. Evaluation and Comparison of Bids	35.1 The Purchaser shall evaluate and compare each Bid that has been determined, up to this stage of the evaluation, to be substantially responsive. 35.2 To evaluate a Bid, the Purchaser shall only use all the criteria and methodologies defined in this Clause and in Section III, Evaluation and Qualification Criteria. No other criteria or methodology shall be permitted.
36. Post-qualification of the Bidder	36.1 The Purchaser shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated and substantially responsive Bid is qualified to perform the Contract satisfactorily. 36.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 19. 36.3 An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the Bid, in which event the Purchaser shall proceed to the next lowest evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.
37. Purchaser's Right to Accept Any Bid, and to Reject Any or All Bids	37.1 The Purchaser reserves the right to accept or reject any Bid, and to annul the bidding process and reject all Bids at any time prior to Contract award, without thereby incurring any liability to the Bidders.

E. Award of Contract

38. Award Criteria	38.1 In the absence of prequalification ,the Purchaser shall select to award the Contract to the Bidder whose offer has been determined to be the lowest evaluated Bid and is substantially responsive to the Bidding Document, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.
39. Purchaser's Right to Vary Quantities at Time of Award	39.1 At the time the Contract is awarded, the Purchaser reserves the right to increase or decrease the quantity of Goods and Related Services originally specified in Section V, Schedule of Requirements, provided this does not exceed the percentages ***indicated in the BDS***, and without any change in the unit prices or other terms and conditions of the Bid and the Bidding Document. 39.2 If the bidder whose bids are accepted fails to sign the contract, the Public Procurement Monitoring Office shall blacklist the bidder on recommendation of the Public Entity.
40. Notification of Intention to Award	40.1 The Purchaser shall notify the concerned Bidder whose bid has been selected in accordance with ITB 38.1 within seven days of the selection of the bid, in writing that the Purchaser has intention to accept his/her bid and shall Inform via the Letter of Intention included in the Contract Forms and the information of name, address and amount of selected bidder shall be given to all other bidders who submitted the bid. 40.2 If no bidder submits an application pursuant to ITB 43.1 within a period of seven days of providing the notice under ITB 40.1 the Purchaser shall accept the bid selected in accordance with ITB 38.1 prior to the expiry of bid validity period, and notification of award shall be communicated

	to the bidder to furnish the performance security and sign the contract within fifteen days.
41. Performance Security	41.1 Within fifteen (15) days of the receipt of notification of award from the Purchaser, the successful Bidder shall furnish the Performance Security in accordance with the GCC, using for that purpose the Performance Security Form included in Section VIII, Contract Forms, or another form acceptable to the Purchaser. I) If bid price of the bidder selected for acceptance is up to 15 (fifteen) percent less than the approved cost estimate, the performance security amount shall be 5 (five) percent of the bid price. II) For the bid bid price less than 15 percent of the cost estimate, the performance security amount shall be determined as follows: **Performance Security Amount =[(0.85 x Cost Estimate –Bid Price) x 0.5] + 5% of Bid Price.** The Bid Price and Cost Estimate shall be inclusive of Value Added Tax.
	41.2 Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract Agreement shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event the Purchaser may award the Contract to the next lowest evaluated Bidder whose offer is substantially responsive and is determined by the Purchaser to be qualified to perform the Contract satisfactorily.
42. Signing of Contract	42.1 The successful Bidder shall sign the contract in the form included in section VIII after the submission of performance security in accordance with ITB 41. 42.2 At the same time, the Purchaser shall also notify all other Bidders of the results of the bidding, and shall publish in an English/Nepali language newspaper or well-known and freely accessible website the results identifying the bid and lot numbers and the following information: (i) name of each Bidder who submitted a Bid; (ii) bid prices as read out at Bid Opening; (iii) name and evaluated prices of each Bid; (iv) name of bidders whose bids were rejected and the reasons for their rejection; and (v) name of the winning Bidder, and the Price it offered, as well as the duration and summary scope of the Contract awarded. 42.3 The Purchaser shall promptly respond in writing to any unsuccessful Bidder who, within thirty days from the date of issuance of notification of award in accordance with ITB 40.2, requests in writing the grounds on which its bid was not selected. 42.4 If the bidder whose bid is accepted fails to sign the contract as stated ITB 39.1, the Public Procurement Monitoring Office shall blacklist the bidder on recommendation of the Public Entity.
43. Complaint and Review	43.1 If a Bidder dissatisfies with the Procurement proceedings or the decision made by the Purchaser in the intention to award the Contract, it may file an application to the Chief of the concerning Public Entity of the Purchaser within seven (7) days of having,

	receipt of such notice or decision making, for review of the proceedings stating the factual and legal grounds. 43.2 An application filed after the deadline pursuant ITB 43.1 shall not be processed. 43.3 The chief of Public Entity of the Purchaser shall, within five (5) days after receiving the application, give its decision with reasons, in writing pursuant to ITB 43.1: (a) whether to suspend the procurement proceeding and the procedure for further proceedings to be adopted; or (b) whether or not to reject a application. No application can be submitted before the Review Committee for review against the decision made by the chief of the Public Entity for the Bid amount up to the value ***as stated in BDS***. 43.4 If the Bidder is not satisfied with the decision of the Public Entity in accordance with ITB 43.3, or the decision by the Public Entity is not given within five (5) days of receipt of application pursuant to ITB 43.1, it can, within seven (7) days of receipt of such decision, file an application to the Review Committee of the GoN, stating the reason of its disagreement on the decision of the chief of Public Entity and furnishing the relevant documents, provided that its Bid amount is above the amount as stated in ITB 43.3. The application may be sent by hand, or by post, or by courier, or by electronic media at the risk of the Bidder itself. 43.5 Late application filed after the deadline pursuant to ITB 43.4 shall not be processed. 43.6 Within three (3) days of the receipt of application from the Bidder, pursuant to ITB 43.4, the Review Committee shall notify the concerning Public Entity of the Purchaser to furnish its procurement proceedings and comments on the issue, pursuant to ITB 43.3. 43.7 Within three (3) days of receipt of the notification pursuant to ITB 43.6, the Public Entity shall furnish the copy of the related documents along with its comment or reaction of complaint to the Review Committee. 43.8 The Review Committee, after inquiring from the Bidder and the Public Entity, if needed, shall give its decision within one (1) month after receiving the application filed by the Bidder, pursuant to ITB 43.4. 43.9 The Bidder, filing application pursuant to ITB 43.4, shall have to furnish a cash amount or Bank guarantee ***as stated in BDS*** with the validity period of at least ninety (90) days from the date of the filing of application pursuant to ITB 43.4. Application filed without furnishing the security deposit shall not be processed. 43.10 If the claim made by the Bidder pursuant to ITB 43.4 is justified, the Review Committee shall have to return the security deposit to the applicant, pursuant to ITB 43.9, within seven (7) days of such decision made. 43.11 If the claim made by the Bidder pursuant to ITB 43.4 is rejected by the Review Committee, the security deposit submitted by the Bidder pursuant to ITB 43.9 shall be forfeited.
44. Provision of PPA and PPR	44.1 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.
45.Special Instruction to Bidders for E-Bidding	45.1 As per specified in Bidding Data

Section II. Bid Data Sheet

Section II. Bid Data Sheet

A. Introduction	
ITB 1.1	Name of the Purchaser***: Puwakhola (Ilam) Hydropower Station Golakharkha, Ilam***
ITB 2.1	Identification number of the Contract: **NEA-IHPS-2074/075-MT/02-RE** ***Supply, Delivery, Installation, Testing and Commissioning of Mechanical Consumables, Spares and Equipments for Power House.***
ITB 2.1	Name of the Project: ***[Not Applicable]*** Name of the DP: **Not Applicable** Implementing Agency: ***Puwakhola (Ilam)Hydropower Station, NEA*** Funding : ***Internal Resources of Nepal Electricity Authority***
ITB 4.1	Bidders from the following countries are not eligible: **[Indicate "Not Applicable" for NEA funded procurement and indicate the name of countries, if any, which are not eligible as per DP's procurement guidelines]**
ITB 4.9	The foreign Bidder shall submit at the time of bid submission: (i) Notarized Copy of Firm / Company Registration Certificate (ii) A written declaration made by the bidder, with a statement that s/he is not ineligible to participate in the procurement proceedings; has no conflict of interest in the proposed procurement proceedings, and has not been punished for a profession or business related offense. (iii) Joint Venture Authorization/ Agreement (if any) (iv) A Notarized Power of Attorney authorizing the signatory of the bid to commit the Bid on behalf of the Bidder. (v) Declaration of local agent with percentage of commission. (vi) Declaration to submit VAT registration certificate, at the time of contract agreement. (vii) Other documents as needed
ITB 5.1	Goods and related services to be supplied from following countries are not eligible: ***Not Applicable***
B. Bidding Document	
ITB 8.1	For **clarification purposes** only, the Purchaser's address is: Attention: Name of the Purchaser is **Nepal Electricity Authority** **Generation Directorate** **Medium Generation Operation and Maintenance Department** **Puwakhola (Ilam) Hydropower Station** **Golakharkha, Ilam** ***Tel./Fax :027-520561, 520351*** **Email:- neapuwakhola@gmail.com**
ITB 8.1	The purchaser will respond in writing to any request for clarification provided that such request is received no later than **Five (5)** days prior to the deadline date for submission of bid.

ITB 8.2	Pre-Bid meeting ***"shall not"*** be organized. If a Pre-Bid meeting will take place, it will be at the following date, time and place: **Date: N/A** **Time: N/A** **Place: N/A**
C. Preparation of Bids	
ITB 11.1	The language of the Bid is: **Nepali or English**
ITB 12.1 (h)	The Bidder shall submit the following additional documents with its Bid: insert any other documents required, such as,' ***[Insert list of document/s]*** **(i) Power of Attorney (Notarized)** **(ii) Joint Venture Agreement (if any)** **(iii) Manufacturer's Authorization, if necessary** **(iv) End User's Certificates** **(v) ISO or any International Standard Certificate** (vi) **Other documents**
ITB 14.1	Alternative Bids: **Not applicable**
ITB 15.2 (i)	**The price quoted shall be :** The prices shall include all duties, taxes and other levies. The prices should be expressed in the term of EXW in Nepalese Rupees.
ITB 15.2 (ii)	The Prices for inland transportation: ***to be quoted in the Price Schedule*** **The final destination is Puwakhola (Ilam)Hydropower Station Golakharkha, Ilam.**
ITB 15.2 (iii)	The price of other incidental services :**Not Applicable**
ITB 15.3	The prices quoted by the Bidder shall be: **Fixed**
ITB 15.4	The **incoterms** additions is: **Incoterms 2010**
ITB 17.1 (c)	The Bidders shall submit: ▪ Notarized Copy of Firm / Company/Business Registration Certificate ▪ Notarized Copy of VAT and PAN Registration Certificate, ▪ Notarized Copy of Tax Clearance Certificate/Tax return submission evidence for the F/Y 073/74 or (Tax clearance certificate of FY 2072/73 and time extension letter from concerned Authority) ▪ A written declaration made by the bidder, with a statement that s/he is not ineligible to participate in the procurement proceedings; has no conflict of interest in the proposed procurement proceedings, and has not been punished for a profession or business related offense. ▪ Joint Venture Authorization/ Agreement (if any) ▪ A Notarized Power of Attorney authorizing the signatory of the bid to commit the Bid on behalf of the Bidder. ▪ Other documents as needed
ITB 19.2	A Manufacturer's Authorization letter is required for : **1. High Pressure Air Compressor** **2. 2" Globe valves** **3. Non-Return Valve** **4. Seal of Spherical Valve**

ITB 19.3	The Bidder "**is**" required to include with its bid, evidence that it will be represented by an Agent in Nepal.
ITB 20.1	The bid validity period shall be Ninety (90) calendar days after the date of Bid closing prescribed by NEA
ITB 21.1	The Bidder shall furnish a bid security, from "A" class commercial bank with a minimum of ***NRs. 1.00,000/-***, which shall be valid for 30 days beyond the validity period of the bid.
ITB 21.2	If the Bidder wishes to submit the Bid Security in the form of cash, the cash should be deposited in Account No.:**05CA063829NPR001 (Dharauti)** of Ilam Hydropower Station, Golakharkha, Ilamat **NIC AsiaBank Ltd., Ilam** and submit the receipt of the deposited amount of cash along with the bid.
ITB 22.1	In addition to the original of the Bid, the number of copies is: ***None***
ITB 22.2	The written confirmation of Authorization to sign on behalf of the Bidder shall consist of: ***Power of Attorney***
D. Submission and Opening of Bids	
ITB 23.1	Bidders **shall have** the option of submitting their bids electronically.
ITB 23.1	Electronic submission of bids shall be as per procedures listed in Page No. 33 and onwards of this bidding document.
ITB 24.1	For bid submission purposes only, the Purchaser's address is : **Nepal Electricity Authority** **Generation Directorate** **Medium Generation Operation & Maintenance Department** **Kathmandu, Nepal** ***Tel./Fax :*01-4153081**
ITB 24.1	The deadline for bid submission is: Date:**2074-08-29** Time : 12:00 hrs Place : **Nepal Electricity Authority** **Generation Directorate** **Medium Generation Operation & Maintenance Department** **Kathmandu, Nepal** ***Tel./Fax :*01-4153081**
ITB 24.1	If the last date of purchasing, submission and opening of Bid falls on a government holiday then the next working day shall be considered as the last day without any change in the time and place as fixed.
ITB 27.1	The bid opening shall take place at: Date: **2074-08-29** Time : 13:00 hrs Place : **Nepal Electricity Authority** **Generation Directorate** **Medium Generation Operation & Maintenance Department** **Kathmandu, Nepal** ***Tel./Fax :*01-4153081**
ITB 27.1	If electronic bid submission is permitted in accordance with ITB 23.1, the specific bid opening procedures shall be: as mentioned e-bidding process

E. Evaluation and Comparison of Bids	
ITB 36.4	Bids shall be rejected as being non-responsive if: a. The bidder has not purchased and submitted the original document issued by NEA. b. The Bid Document is issued in the name of one firm and Bid proposal submitted by another firm. c. The Bid does not contain wax sealed bid proposal. d. The Bid is not signed and stamped by the bidder or their authorized representative. e. It is proved that bidders have submitted the bids by making such arrangements that limits the participation of other bidders or influences the bid price in any manner. f. The Bid is received by NEA after the deadline for submission of Bids. g. All the information required by the bid document is not mentioned or falsely quoted. h. The documents and guarantee/bank voucher as required by the bid are not attached with the bid proposal. i. The notarized copy of joint venture agreement is not attached, in case the bidder is participating in the bid in Joint Venture. j. The amount of commission, currency of payment, and method of payment to the bidder's agent are not revealed. k. Any other conditions with the agent is not revealed or falsely mentioned. l. The notarized power of attorney to sign the bid on behalf of joint venture is not attached. m. The percentage of liability among joint venture partners is not clearly mentioned. n. The bid is conditional. o. Any conditions mentioned in tender invitation are not fulfilled. p. Data on qualifications of Bidder/Manufacturer are not filled and the supporting documents required by the forms are not furnished. q. Proposed delivery schedule showing completion dates more than NEA's requirement. r. The Bid fails to satisfy that Bid is fully cognizant of the scope and details of the work involved. s. The Bid does not contain technical information and documents for major items required by the Specifications for materials on which the bidder is offering.

	t. The offered goods are not substantially in compliance with the specification. u. If the attached Technical Data Sheet in the specification is not properly completed and/or data furnished are not supported by the catalogues and test reports (wherever required). v. Qualification criteria as per **Section III** are not met. w. The description provided by the bidders pertaining to the qualification is found to be false or is substantially incomplete. x. The bidder is blacklisted in its contractual obligations in past NEA contracts. y. If the required documents are not submitted authenticated English version. However the documents in Nepali language issued from the concerned authority of Nepal will also be accepted. z. The bidder does not offer all the items and quantity specified in Price Schedule. aa. The Bid Security (Bid Bond) is not enclosed pursuant to Clause 21 or is not acceptable in form and / or substance. bb. The Bid has price escalation clause. cc. The Bid Security submitted is not specifically mentioned to be applicable to the offer of the Bidder. dd. The Bid Bond submitted by someone other than the Bidder does not clearly mention that the Bond is submitted on behalf of the Bidder in the Bid Bond itself. ee. The Bid Bond is not in the name of Joint Venture, in case of Joint Ventures. ff. The bid price of lowest substantially responsive bidder is substantially higher than the estimated price.
F. Award of Contract	
ITB 39.1	The maximum percentage by which quantities may be increased/ decreased is : upto 25%.
ITB 43.3	No application can be submitted before the Review Committee for review against the decision made by the chief of the Public Entity for the bid amount up to the value of Nepalese Rupees 20,000,000 (twenty million)
ITB 43.9	The Bidder, filing application pursuant to ITB 43.4, shall have to furnish a cash amount or Bank guarantee equal to 0.5% of its bid price.
ITB 44.1	This clause is modified as: If any provision of this document are inconsistent with Public Procurement Act (PPA), 2063 or NEA, Financial Administration Regulation, 2068, the provision of this documents shall be void to the extent of such inconsistency and the provision of PPA and NEA, Financial Administration Regulation, 2068 shall prevail.

Special Instructions to Bidders for E-Bidding

(As per ITB 23.1)

General procedure for electronic bid submission (e-submission) is described below.

Bid preparation

A Bidder who wish to submit the bid electronically may purchase the Bid Document directly from the Employer office or may download the bid document from the website and deposit the equivalent amount in the Revenue account of the employer as specified in the notice or/and Bid Document.
Description of bid submission procedure through electronically (e-submission) only:

i) Interested bidders shall, either purchase the Bid Document directly from the Employer office or may download the bid document from the website and deposit the equivalent amount in the Revenue account of the employer as specified in the notice or/and Bid Document.

ii) The Bidder shall fill the following documents and forms (in hard copy of issued bid documents), signed by the authorized representative with seal of the company
   a) Bill of Quantity (BOQ) with rate, amount
   b) Forms of Bid, Qualification Information

iii) The Bidder shall then scan the completed original documents, forms in PDF files with appropriate filename shown in the table below.

S No	Document	PDF File Name	Requirement	Remarks
1	Letter of Bid/Forms of Bid	Letter of Bid-1	Mandatory	
2	Bid Security (Bank Guarantee)	Bid Security-2	Mandatory	
3	Company Registration	Company Reg-3	Mandatory	All firms of JV
4	VAT Registration	VAT Reg-4	Mandatory for National firms	All firms of JV
5	Tax clearances certificate	Tax-5	Mandatory for National firms	All firms of JV
6	Power of Attorney of Bid Signatory	Power of Att-6	Mandatory	
7	Business Registration (License) Certificate	License-7	Mandatory	
8	Bank Voucher for Cost of Bidding document	Voucher-8	Mandatory	
9	Joint Venture Agreement	JV-Doc-9	Mandatory for JV Firm	In case of JV
10	Qualification Information	Qualifications-10	Mandatory	As per 1.3,1.4,1.6,1.7 of section III.
11	Applicable Price Adjustment Table	Price adjust-11	Mandatory if applicable	
12	Complete BOQ	BOQ-12	Mandatory	
13	Eligibility Information	Eligibility-13	Mandatory as per ITB 17.1(c)	Additional Documents as stated in TDS of section
14	Schedule of Requirement	Sch. of Req.-14	Mandatory	
15	Manufacturers Authorization	Auth-15	Mandatory, where applicable	

16	Technical Data Sheet	TDS-16	Mandatory	
17	Catalogues/Brochures/Technical Literatures mentionedin Technical Specification	Catalogues-17	Mandatory	
18	Type Test Certificate	Certificate-18	Mandatory, where applicable	
19	ISO or any international Standard certificates	ISO-19	Mandatory, where applicable	

Note; Mandatory means the mentioned files shall be in e-submission and non-submission of such file shall be considered as non-responsive.

iv) For e-submission purpose the Bidder shall, at first, register in the e-procurement section of NEA Web site http://www.nea.org.np

v) After preparing all the required bidding documents in PDF scan files as specified in (ii) and (iii), the Bidder shall upload the PDF bid files and submit his complete bid online through e-procurement section of NEA website http://www.nea.org.np within the specified date and time.

The Employers address for the purpose of e-submission of bid:

The Employers address for the purpose of electronic Bid submission is e-procurement section of http://www.nea.org.np.

In case of e-submission of bid, the bidder shall submit his bid electronically in PDF files in the manner as specified above and additional submission of hard copy of "Original plus one copy of bid" is not mandatory.

In case both the electronic bid and original bid in hard copy are submitted to the Employer within the specified time period, the Bidder's electronic bid and original bid in hard copy will be accepted for evaluation provided the Bid price in Bill of Quantity Sheet is same. If there is any discrepancy in Bid price in Bill of Quantity between the electronic and original bid in hard copy it will be treated as two separate bids from one Bidder and hence, both the electronic bid and original bid in hard copy shall be disqualified, as per ITB Clause.

However, for electronically submitted bid in PDF files, the bidder shall be required to submit documents/clarifications as specified in ITB Clause.

The deadline for e-submission of bids shall be;

- Bidders shall be also explained about the details of e-submission procedures in the pre-bid meeting.
- The e-procurement system will accept the e-submission of bid during office hours from the date after publishing the notice and will automatically not allow the e-submission of bid after the deadline for submission of bid, as specified above.
- The standard time for e-submission is Nepalese standard time as set out in the server of NEA.
- In case of e-submission of bid, the Bidder shall submit his bid electronically in PDF files in the manner as specified in ITB Clause only, and submission of "original plus one copy" shall not be required before deadline for submission time as per ITB Clause.

Provision for Substitution or Modification or Withdrawal of Bid

When a bidder submits his bid in hard copy the e-procurement section does not allow the Bidder to submit his Substitution, or Modification, or Withdrawal through e-procurement section of NEA's Web site.

In case of e-submitted bid;

- Bidders may submit his Substitution or Modification or Withdrawal either in hard copy or through e-submission.
- For Substitution of Bid the Bidder shall follow similar steps as specified in ITB -Clause with a Substitution letter in PDF file.

- For Modification or Withdrawal of bid the Bidder is required to submit PDF scan copy of their Modification or Withdrawal letter and a written Power of Attorney of the signatory for Modification/ Withdrawal, duly signed by Authorized Representative/s of the Firm / all authorized Joint Venture partners.

Bid opening for e-submitted bid;

- Electronically submitted bid shall be opened first at the same time and date as specified in the ITB and IFB notice.
- The e-procurement system allows the Employer to download and open the e-submitted bid files from bidders only after the time for opening the bids.
- The e-submitted bids must be readable through open standards interfaces. Unreadable and or partially submitted bid files (not complying the ITB Clauses) shall be considered incomplete and rejected for further bid evaluation.
- After opening of e-submitted bids files, all files shall be printed and recorded at the time of bid opening.

In case of "WITHDRAWAL" or "MODIFICATION" or "SUBSTITUTION" by the Bidder through e-submission, the e-submitted PDF files under "WITHDRAWAL" or "MODIFICATION" or "SUBSTITUTION" shall be opened and read out first. Bids for which acceptable notice of "WITHDRAWAL" or "SUBSTITUTION" has been submitted pursuant to ITB Clause shall not be opened.

Clarification of Bid

In case of e-submission of bid, the Bidder shall be required to submit the original completed Bid consisting of Forms of Bid, Qualification Information, Special Conditions of Contract, Bill of Quantities, Supplementary Information and other clarifications for verification purpose upon notification to do so from the Employer.

Examination of e-submitted Bids and Determination of Responsiveness

For a e-submitted bid to be substantially responsive the requirement as specified in the ITB Clauses shall be fulfilled.

Evaluation and Comparison of e-submitted Bids

In case of e-submitted bids, the Employer evaluates the bid based on the information as per electronically submitted bid files. For clarification/ verification purpose, the Employer may request the Bidder to submit documents/ clarifications as specified in ITB Clause.

In case, the Bidder could not substantiate or provide evidence to prove the information provided in e-submitted bid through documents/ clarifications as per ITB Clause, the bid shall not be considered for further evaluation and respective ITB Clause for forfeiture of bid security shall be applicable.

Steps to be followed by a Bidder to submit the electronic bid submission

1. Prepare the paper bid document

- Either purchase the Bid Document directly from the Employer office or may download the bid document from the website and deposit the equivalent amount in the Revenue account of the employer as specified in the notice or/and Bid Document.
- Fill the rates and amount in BOQ,
- Fill the Bid Form,
- Prepare the necessary copy of Company registration, VAT/PAN registration, Tax clearance certificate,
- Prepare the necessary specific papers like Power of Attorney for bid signatory, Joint Venture agreement, if bidding in JV,
- Prepare summary of qualification information sheet (Financial turnover, Experience, Manpower, Equipment, Credit line, Litigation etc) in the specified format,

- Prepare the bid guarantee letter for the specified bid security amount and in the specified format,

2. Prepare the Electronic bid files in pdf format

Once prepared the above paper documents the bidder shall prepare the electronic bid files in pdf format as follows;

- Scan the above documents in pdf format, give the specific file name for each document,
- Prepare all scanned bid files in pdf format and save them in a separate folder in own computer to ease bid uploading process.

3. Electronic bid submission

- Once the electronic bid files are ready the Bidder shall connect to internet,
- Open the NEAs website www.nea.org.np and open E-procurement section,
- Register in the Bidders name and get User name and Password for Login,
- Confirm the registration by clicking the specified link in auto generated e-mail from NEAs web site,
- After confirmation for bidder's registration click Bidder, fill User name, Password and Login,
- Choose and click the specific tender notice for which the electronic bid files has been prepared,
- Click the Bid now button to submit the electronic bid files,
- Upload each specified electronic bid files by clicking the Upload button and select the respective bid files by Browsing,
- Once all the electronic bid files are uploaded, click the Submit the Bid button for final e-submission of electronic Bid,
- Once the e-submission is successfully completed the Bidder shall receive a auto generated confirmation e-mail from the NEAs website,
- Bidder to keep the conventional paper bid document, qualification information, and other related documents safe as the Buyer may seek the supporting bid documents and clarifications, as necessary during bid evaluation process.
- The Bidder shall submit the necessary supporting documents and clarifications (conventional bid document)

Section III. Evaluation and Qualification Criteria

Section 3 - Evaluation and Qualification Criteria

This Section contains all the criteria that the Employer shall use to evaluate bids and qualify Bidders if the bidding was preceded by post-qualification exercise. GoN/DP requires bidders to be qualified by meeting predefined, precise minimum requirements. The method sets pass-fail criteria, which, if not met by the bidder, results in disqualification. In accordance with ITB 33 and ITB 35, no other methods, criteria and factors shall be used. The Bidder shall provide all the information requested in the forms included in Section 4 (Bidding Forms).

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1. Evaluation

In addition to the criteria listed in ITB 32.2 (a) – (e) the following criteria shall apply:

Evaluation Criteria

1.1 Power of Attorney

The Bid shall include a notarized power of attorney authorizing the signatory of the bid to commit the Bid on behalf of the Bidder.

1.2 Legal Status:

i) For the Bidder which is not a Joint-Venture:

The Bidder shall be a **Person or Firm or Institution or Company** for conducting business. A notarized copy of legal registration certificate shall be submitted along with the Bid.

ii) For the JV Bidder:

(a) Original of joint venture agreement legally binding on all JV partners shall be included in the Bid. The joint venture agreement shall bear the seal of the entity and signatures of personnel authorized by the respective entities forming the joint venture. All such authorization documents shall also be included in the Bid. These Authorization document shall be on the original letterhead of the respective entity with stamp/seal of the entity.

(b) The number of joint venture partners shall not exceed three (3).

(c) Partners of the JV shall be a **Person or Firm or Institution or Company.** Each of the partners of the JV shall be legally registered for conducting business.

(d) Notarized copies of legal registration certificates for each JV partners shall be submitted along with the Bid.

1.3. Project Experience:

***1.3.1 For* the Bidder which is not a Joint Venture (JV):**

a. The Bidder shall include certificates from the end users validating that the Bidder has successfully completed, supply, delivery, installation, testing and commissioning of at least one contract of similar nature ***(Supply, Delivery, Installation, Testing and Commissioning of any size/capacity of compressors/valves or other Electro-mechanical/Hydro-mechanical equipments at Hydropower plant)*** in the last 10 years.

The Bidder must have executed construction, installation and commissioning (***Supply, Delivery, Installation, Testing and Commissioning of any size/capacity of compressors/valves or other Electro-mechanical/Hydro-mechanical equipments at Hydropower plant***)of at least one Contract of similar size and nature or number of contract of similar nature whose aggregate size is not less than the size of this bid.

If the bid involves design the bidder shall propose the reputed designer with the experience of similar work and two user certificates not earlier than 10 years from the date of bid submission.

b. The end user's certificates included in the bid shall be on the end user's original letter head with valid address for correspondence and signed by or on behalf of the end user.

1.3.2 For the JV Bidder:

(a) The lead partner shall have completed at least one project of size which is at least < 40% of the Project experience stated above>. If the Bidder is previously not involved in design, then Lead Partner shall propose the reputed designer with the experience of similar work and two end user certificates not earlier than last ten (10) years from the date of bid submission.

(b) Each of the other partners of the JV shall have accomplished at least one project of size (as a JV) at least <25% of the Project Experience stated above>.

1.4 Financial Capacity of the Bidder

1.4.1 Financial Statements:

The Bidder including joint venture partners, if any, shall submit audited financial statements (Balance Sheet and Profit & Loss Account) for the last three (3) fiscal years. Balance sheet and profit& Loss Account sheet shall be signed and sealed by the registered auditor(s).

1.4.2 Line of Credit:

In the event that the working capital of the bidder (including each of the JV partner) is to be supplemented with the line of credit from a Bank, the Bidder shall submit original letter of the Bank pledging unequivocally that the Bank will provide required financial support in case the Bidder is awarded the contract. The amount of line of credit shall be clearly mentioned in the Bank letter. The bid title and the bid number shall also be mentioned in the Bank letter.

1.4.3 Average Annual Turnover

(a) For the Bidder which is not a Joint Venture:

The Bidder shall have Average Annual Turnover (defined as the total payments received by the Bidder averaged over last three consecutive years) of not less than NRs. 1.94 Million.

(b) For the JV Bidder:

i. The Average Annual Turnover of the lead partner shall not be less than 40% of the amount stated above in sub-clause 1.4.3(a).

ii. The Average Annual Turnover of other partners shall not be less than 25% of the amount stated in sub-clauses 1.4.3(a).

iii. Aggregate Annual Turnover (with line of credit facilities) of all the JV partners shall not be less than the values specified in sub-clauses 1.4.3(a).

1.4.4 Availability of Financial Resources (working Capital)

(a) For the Bidder which is not a Joint Venture:

The Bidder shall have working capital (defined as total current assets less total current liabilities) of at least NRs. 2.64 Million in last Fiscal Year.

If the Bidder's working capital is inadequate, the Bidder shall supplement Working Capital with Banker's letter confirming the availability of a line of credit such that aggregate of the Bidder's Working Capital for the last fiscal year and the line of credit shall not be less than the required amount.

(b) For the JV Bidder:

i. Working Capital of the lead partner shall not be less than 40% of the amount stated above in sub-clause 1.4.4(a).

ii. Working Capital of other partners shall not be less than 25% of the amount stated in sub-clauses 4.4(a).

iii. Aggregate working Capital (with line of credit facilities) of all the JV partners shall not be less than the values specified in sub-clauses 1.4.4 (a).

1.5 Quality of Goods/Services

i. In case the Bidder is not the manufacturer of Goods/Services offered, the Bidder shall submit manufacturer's certificate authorizing the Bidder to supply the manufacturers' Goods/Services. This certificate shall bear details of the Goods that the manufacturer will be supplying under the authorization. The authorization shall

be on the manufacturer's original letterhead with seal/stamp of the manufacturer.

ii. The manufacturers of goods/ services to be supplied under this Bid shall hold valid **quality ISO certificate** as required by the specifications and a copy of ISO certificates shall be included in the Bid.

iii. Type test certificate, if applicable, shall be included in the Bid and shall bear a date that is not earlier than five years from the last date of Bid submission unless otherwise stated in the Technical specifications. The type test certificate shall have been issued by a reputed independent laboratory accredited by International Laboratory Accreditation Corporation (ILAC) or International Accreditation Forum (IAF) or other reputed accreditation agencies.

In case the Type test certificate is not as per the requirement, the bidder shall, upon award of the Contract, undertake to carry out the required Type tests from an independent laboratory qualified as above or in the laboratory owned or nominated by the Client/Employer before delivery of the corresponding equipment at no extra cost to the Client/Employer.

1.6. Manufacturer's Experience

The Bidder shall submit at least two numbers of end user certificates showing that the Bidder or manufacturer has successfully completed the supply of (list of items as asked in Technical data sheet)at least (twice the bid quantity) of the similar items as a main supplier over last five years period ending on the last date of bid submission. Out of the supplied quantity, a minimum of half the bid quantity of offered goods shall have been in operation satisfactorily to the end users for at least one (1) year. The end user certificates shall be on the letterhead of the end user with valid address for correspondence and signed by or on behalf of the end user.

1.7. Miscellaneous

The Bidder or any of the Joint Venture partners shall not be on the blacklist circulated by Public Procurement Monitoring Office, Government of Nepal or Nepal Electricity Authority.

2. Qualification

2.1 Eligibility

Criteria	Compliance Requirements				Documents
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	

2.1.1 Conflict of Interest

No conflicts of interest in accordance with ITB Sub-Clause 4.3.	must meet requirement	existing or intended JV must meet requirement	must meet requirement	not applicable	Letter of Bid

2.1.2 Government-owned Entity

Applicant required to meet conditions of ITB Sub-Clause 4.5.	must meet requirement	existing or intended JV must meet requirement	must meet requirement	not applicable	Forms ELI -1, ELI - 2 with attachments

2.1.3 Ineligibility

Not having been declared ineligible based on a United Nations resolution or Employer's country law, as described in ITB Sub-Clause 4.8.	must meet requirement	existing or intended JV must meet requirement	must meet requirement	not applicable	Letter of Bid

2.1.4 Other Eligibility

- Notarized Copy of Firm /Companuy Registration Certificate
- Notarized Copy of Business Registration Certificate
- Notarized Copy of VAT and PAN Registration Certificate
- NotarizedCopy of Tax Clearance Certificate/Tax return submission evidence for the F/Y 2073/074 or (Tax clearance certificate of FY 2072/73 and time extension letter from concerned Authority)
- A written declaration made by the bidder with a statement that s/he is not ineligible to participate in the procurement proceedings; has no conflict of interest in the proposed procurement proceedings, and has not been punished for a profession or business related offence
- Joint Venture Authorization/Agreement (if any)
- Notarized Power of Attorney
- Other documents as needed

2.2 Pending Litigation

Criteria	Compliance Requirements				Documents
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	

2.2.1 Pending Litigation

All pending litigation shall be treated as resolved against the Applicant and so shall in total not represent more than50 percent of the Applicant's net worth.	must meet requirement by itself or as partner to past or existing JV	not applicable	must meet requirement by itself or as partner to past or existing JV	not applicable	Form LIT – 1

Note:(1) The percentage should normally be within the range of 50% to 100% of an Application's net worth.

2.3 Financial Situation

Refer above clause **1.*4.* (Financial Capacity of the Bidder)**

2.4 Experience

Refer above Clause 1.***3. Project Experience***

2.4.2 Specific Construction Experience

(a) Contracts of Similar Size and Nature

Refer above Clause 1.***3. Project Experience***

(b) Experience in Key Activities

Criteria	Compliance Requirements				Documents
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
For the above or other contracts executed during the period stipulated in 2.4.2(a) above, a minimum experience in the following key activities: The Bidder must have executed ***Supply, Delivery, Installation,***	must meet all requirements	must meet all requirements	Each Partner other than Lead partner must executed ***Supply, and Delivery of goods at Hydropower plant***of at least one	not applicable	Form EXP-2(b)

Testing and Commissioning of any size/capacity of compressors/valves or other Electro-mechanical/Hydro-mechanical equipments at Hydropower plant of at least one contract or number of contract of similar nature whose aggregate size is not less than the size of bid amount.			contract or number of contract of similar nature whose aggregate size is not less than 25% of the size of bid amount.		

* List the production rate(s) for the key activity or activities in the subject contract. The rates should be about 80% of the estimated production rates of the key activity or activities in the subject contract as needed to meet the expected construction schedule with due allowance for adverse climatic conditions.

2.5 Personnel

The Bidder must demonstrate that it has the personnel for the key positions that meet the following requirements:

S. No.	Positions	Total Work Experience [years]	Experience In Similar Works [years]
1	Project Manager	5	3
2	Electrical/Electronics/Mechanical Technical personnel	3	2

Note: The bidder must submit the copy of documentary evidence for this along with bid document for required Personnel.

The Bidder shall provide details of the proposed personnel and their experience records in the relevant Information Forms included in Section 4 (Bidding Forms).

2.6 Equipment

The Bidder must demonstrate that it has the key equipment listed hereafter:

i. Clamp meter, Multimeter for electrical works.
ii. General set of tools and equipments, wrenches etc required for installation of Valves, Air compressors etc.
iii. Suitable Grinders, cutters etc for the intended purposes.

The Bidder shall provide further details of proposed items of equipment using the relevant Form in Section 4 (Bidding Forms)

Section IV. Bidding Forms

Bid Submission Form

(The Bidder shall accomplish the Bid Submission Form in its Letter Head Clearly showing the Bidders Complete name and address)

Date: _____
Contract No.: _____
Invitation for Bid No.: _____

To:
Nepal Electricity Authority
Generation Directorate
Medium Generation Operation and Maintenance Department
Puwakhola Hydropower Station
Ilam
Tel./Fax 027520351
We, the undersigned, declare that:

(a) We have examined and have no reservations to the Bidding Document, including Addenda No.: [***INSERT NO***.]_____;

(b) We offer to supply in conformity with the Bidding Document and in accordance with the delivery schedule specified in the Schedule of Requirements, the following Goods and Related Services: ***[description of goods and services]***_____
_____;

(c) The total price of our Bid, excluding any discounts offered in item (d) below is: ***[total Bid amount in words and figures]***_____
_____;

(d) The discounts offered and the methodology for their application are: _____
_____
_____
_____
_____;

(e) Our Bid shall be valid for a period of _____***[insert number as specified in bid validity period]*** days from the date fixed for the bid submission deadline in accordance with the Bidding Document, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

(f) If our Bid is accepted, we commit to obtain a Performance Security in the amount of …. of the Contract Price for the due performance of the Contract;

(g) We are not participating, as Bidders, in more than one Bid in this bidding process, other than alternative offers in accordance with the Bidding Document;

(h) Our firm, its affiliates or subsidiaries, including any subcontractors or suppliers for any part of the Contract, has not been declared ineligible by the GoN;

(i) The following commissions, gratuities, or fees, if any, have been paid or are to be paid with respect to the bidding process or execution of the Contract:

Name of Recipient	Address	Reason	Amount and currency

(If none has been paid or is to be paid, indicate "none.")

(j) We understand that this Bid, 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.

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

(l) We declare that, we have not been black listed as per ITB 3.4 and no conflict of interest in the proposed procurement proceedings and we have not been punished for an offense relating to the concerned profession or business.

(m) We agree to permit NEA/DP or its representative to inspect our accounts and records and other documents relating to the bid submission and to have them audited by auditors appointed by the NEA/DP.

Name _____

In the capacity of _____

Signed _____

Duly authorized to sign the Bid for and on behalf of _____

Date _____

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.]

Date: ..... *[insert date (as day, month and year) of Bid Submission*]

Page _____ of_ _____ pages

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:	
	Attached are copies of the following original documents. ❑ 1. Firm Registration Certificate ❑ 2. Authorization to represent the firm	

Joint Venture Information Form

Lead Partner	Name of the Lead Partner in Joint Venture: Share of the Lead Partner: Place of Firm Registration: Place of Business Registration: Percentage of Partnership:	
Partner	Name of the Partner in Joint Venture: Share of the Lead Partner: Place of Firm Registration: Place of Business Registration: Percentage of Partnership:	
Partner	Name of the Partner in Joint Venture: Share of the Lead Partner: Place of Firm Registration: Place of Business Registration: Percentage of Partnership:	
	Name of the partner authorized to sign the Bid:	

Financial Situation Form

Financial Data for Previous 3 Years (in NRs)		
Year 1:	**Year 2:**	**Year 3:**

Information from Balance Sheet

Total Assets			
Total Liabilities			
Net Worth			
Current Assets			
Current Liabilities			

Information from Income Statement

Total Revenues			
Profits Before Taxes			
Profits After Taxes			

❑ Attached are copies of financial statements (balance sheets including all related notes, and income statements) for the last three or above years, as indicated above, complying with the following conditions?

- Historic financial statements must be audited by a certified accountant.
- Historic financial statements must be complete, including all notes to the financial statements.
- Historic financial statements must correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).

Average Annual Turnover Form

The information supplied should be the Annual Turnover of the Bidder in terms of the amounts billed to clients for each year for work in progress or completed to NRs at the end of the period reported.

Annual Turnover Data for the Last 3 Years	
Year	**Amount (in NRs)**
Average Annual Turnover	

Financial Resources Form

Specify proposed sources of financing, such as liquid assets, unencumbered real assets, lines of credit, and other financial means, available to meet the total cash flow requirements of the subject contract

Financial Resources		
No.	**Source of financing**	**Amount (in NRs)**
1		
2		
3		

Note:

The letter from the Bank must be unconditional.

Pending Litigation Form

Each Bidder or member of a JV must fill in this form

Year	Matter in Dispute	Value of Pending Claim in NRs	Value of Pending Claim as a Percentage of Net Worth

Specific Experience Form

Bidder's Legal Name: _____ Date: _____

IFB No.:

Page _____ of _____ pages

Similar Contract	**Information**		
Contract Identification	_____		
Award date Completion date	_____ _____		
Role in Contract	☐ Contractor	☐ Management Contractor	☐ Subcontractor
Total Contract amount	_____		Currency____
Description of the works performed by the Bidder			
If partner in a JV or subcontractor, specify participation of total Contract amount	_____%	_____	Currency____
Employer's Name:	_____		
Employer's Address:			
Employer's Telephone/fax number: Employer's E-mail:	_____ _____ _____ _____		

The Bidder shall complete this form for each contract completed/in progress.

Statement of Non-involvement in Bankruptcy

To.
Nepal Electricity Authority
Generation Directorate
Medium Generation Operation and Maintenance Department
Puwakhola Hydropower Station
Ilam
Tel./Fax 027520351

Gentleman,

It is here by certify that... ... ... ***[Name of Bidder]*** has never either himself of any of his direct associates or any of his administrators has been involved in any case of bankruptcy or suspension of payments.

Signed and sealed this day ..... of .....

.....
Bidder's Name in Print and Signature

Declaration of Local Agent

The BIDDER offers the following information with respect to a Local Agent:

1. Name and address of Local Agent:

2. Amount of commission, currency of payment, and method of payment:

3. Other conditions of the Agreement:

Signature and Stamp of Bidder

Statement of Due Performance

To.
Nepal Electricity Authority
Generation Directorate
Medium Generation Operation and Maintenance Department
Puwakhola Hydropower Station
Ilam
Tel./Fax 027520351

Gentleman,

The Bidder hereby declares that, till date, no dispute has raised in any contract executed or under execution other than the cases herewith mentioned. All claims raised have been settled amicably between NEA and the bidder beside the cases listed here below. No civil or criminal case against the bidder has been raised or is currently being raised or being dealt with in court other than the cases here with listed.

List of disputes raised in other contracts:

Contract	Employer	Date of dispute	Amount	Remarks
.....	.....	.....	.....	.....

List of claims pending from other contracts:

Contract	Employer	Date of claim	Amount	Remarks
.....	.....	.....	.....	.....

List of civil criminal cases:

Contract	Employer	Date	Court	Case
.....	.....	.....	.....	.....

Signed and sealed this day ... of ... ...

.....
BIDDER's Name in Print and Signature

(Form To be filled up by Bidder/Manufacturer)

S. No.	Description	NEA requirement	Bidder's Status
1	**Experience (To be filled in by manufacturer)**		
1.1	Manufacturing experience	At least 5 years	
1.2	Users' certificates	At least from 2 Users for 2 times the Bid Quantity (in total)	
1.3	Satisfactory Operation of GOODS for at least 1 year	0.5 times of Bid quantity (in total)	
2	**Financial Status (To be filled in by Bidder)**		
2.1	**(a) For the Bidder which is not a Joint Venture** Average annual turnover of the Bidder over the last 3 years (2070/71, 2071/72, 2072/73, 2073/74) **(b) For the JV Bidder** Annual turnover for each year of the Lead Partner over the last 3 years (2070/71, 2071/72, 2072/73, 2073/74) Average annual turnover of the Other Partners over the last 3 years (2070/71, 2071/72, 2072/73, 2073/74)	At least NRs 1.94 Million At least 40% of the amount stated above in Sub-clause 2.1 (a) At least 25% of the amount stated above in Sub-clause 2.1 (a)	
2.2	**(a) For the Bidder which is not a Joint Venture** Working capital in the last fiscal year **(b) For the JV Bidder** Working capital in the last fiscal year for the Lead Partner Working capital in the last fiscal year for Other Partner	At least NRs 2.64 Million. At least 40% of the amount stated above in Sub-clause 2.2 (a) At least 25% of the amount stated above in Sub-clause 2.2 (a)	
2.3	Audited Balance Sheet as specified in form Submitted?	To be submitted	
3	**Experience (To be filled in by bidder)**		
3.1	In case the Bidder is not the manufacturer of Goods/Services offered, the Bidder shall submit manufacturer's certificate authorizing the Bidder to supply the manufacturers' Goods/Services. This certificate shall bear details of the Goods that the manufacturer will be supplying under the authorization. The authorization shall be on the manufacturer's original letterhead with seal/stamp of the manufacturer.	To be submitted	
3.2	The manufacturer of Goods to be supplied under this Bid shall hold valid quality ISO certificate as required by the specifications and a copy of ISO certificate shall be included in the Bid.	To be submitted	

3.3	Type test certificate, if applicable, shall be included in the bid and shall bear a date that is not earlier than 5 years from the last date of bid submission. The type test certificate shall have been issued by reputed independent laboratory accredited by International Laboratory Accreditation Corporation (ILAC) or International Accreditation Forum (IAF) or other reputed accreditation agencies.	Not applicable	
3.4	The Bidder shall submit at least two numbers of end user certificates showing that the Bidder or manufacturer has successfully completed the supply (of list of items as asker in Technical data sheet) as least (twice the bid quantity) of the similar items as a main supplier over last five years period ending on the last date of bid submission. Out of the supplied quantity, a minimum of half the bid quantity of offered goods shall have been in operation satisfactorily to the end users for at least one (1) year. The end user certificates shall be on the letterhead of the end user with valid address for correspondence and signed by or on behalf of the end user.	To be submitted.	
3.5	**Project Experience** **(i) For the Bidder which is not a Joint Venture** a. The Bidder shall include certificates from the end users validating that the Bidder has successfully completed, supply, delivery, installation, testing and commissioning of at least one contract of similar nature (***Supply, Delivery, Installation, Testing and Commissioning of any size/capacity of compressors/valves or other Electro-mechanical/Hydro-mechanical equipments at Hydropower plant***) in the last 10 years. The Bidder must have executed supply, delivery, installation, testing and commissioning(***Supply, Delivery, Installation, Testing and Commissioning of any size/capacity of compressors/valves or other Electro-mechanical/Hydro-mechanical equipments at Hydropower plant)*** of at least one Contract of similar size and nature or number of contract of similar nature whose aggregate size is not less than the size of this bid. If the bid involves design the bidder shall propose the reputed designer with the experience of similar work and two user certificates not earlier than 10 years from the date of bid submission. b. The end user's certificates included in the bid shall be on the end user's original letter head with valid address for correspondence and signed by or on behalf of the end user. (ii) **For the JV Bidder** a. The lead partner shall have completed at least one project of size which is at least <40% of the Project experience stated above>. If the Bidder is previously not involved in design, then Lead Partner shall propose the reputed designer with the experience of similar work and two end user certificates not earlier than last ten (10) years from the date of bid submission. b. Each of the other partners of the JV shall have accomplished at least one project of size (as a JV) at least <25% of the Project Experience stated above>.	To be submitted	

Nepal Electricity Authority
Declaration Form (for E-bidding)

S.No	Description		Status			
			Issued to (as applicable)	Issued by (as applicable)	Date of Issue	No. of Pages
1	Notarized Power of Attorney from the Company to Sign on Company's behalf (For Single Bidder)					
2	Joint Venture Agreement; ***If any***					
3	Notarized Power of Attorney to Sign the Bid on Company's behalf (Each Partner in case of JV)					
4	Notarized Power of Attorney to Sign the Bid (On Behalf of JV)					
5	Registration Certificate of the Bidder (and each partners in case of JV)					
6	Bid Bond					
7	Price Schedule					
8	Bid Forms					
9	Qualification Forms					
10	Complete Certified Audited Report of the Bidder (and each partner in case of JV)	First Year				
		Second Year				
		Last Year				
11	Bidder's letter of Experience	1				
		2				
		3				
		4				
		.				
		.				
12	Manufacturer's Authorization/s	1				
		2				
		3				
		4				
		.				
		.				
13	Power of Attorney for signing the Bid Document & made the declaration.					
14	Business License of Manufacturer/s	1				
		2				
		3				
		4				
		.				
		.				
15	User Certificate/s (Manufacturer)	1				
		2				
		3				
		4				

Price Schedules

Price Schedule for Goods/Services

Name of Bidder _____
Contract Identification Number: ***NEA-IHPS-074/75-MT/02-RE***
Contract Name: ***Supply, Delivery, Installation, Testing and Commissioning of Mechanical Consumables, Spares and Equipments for Power House***

Item	Description	Unit	Quantity	Unit price* (in NRs)		Total price to Final Destination (in NRs)
				In Figure	In Words	
1	2	4	5	6		7=5x6
1	Rust Remover Spray	Nos	50			
2	Korra kapada	m	200			
3	Cotton Hand Gloves	Pair	400			
4	Grinding wheel for hand grinder	Nos	25			
5	Cutting Wheel for Hand Grinder	Nos	40			
6	Cup Brush for Hand grinder	Nos	25			
7	Studs bolts with nuts	set	50			
8	O ring 6 mm dia	m	5			
9	O ring 8 mm dia	m	5			
10	O ring 10 mm dia	m	5			
11	O ring 12 mm dia	m	5			
12	Gasket paste maker	Nos	50			
13	Safety goggles	Nos	24			
14	GI Sheet Metal tray	Nos	6			
15	Arc Welding cable	m	50			
16	MS Arc welding Rod (electrode)	kg	15			
17	Arc welding electrode holder	Nos	2			
18	Hand shield for Arc welding	Nos	3			
19	Leather Gloves for Arc Welding	Pair	4			

20	Grease	Kg	60			
21	Mechanical Pressure Meter	Nos	12			
22	Steel wire rope, 30mm dia	m	70			
23. i.	Supply and Delivery of High Pressure Air Compressor	Set	1			
23. ii.	Installation, Testing and commissioning of Supplied Air Compressor at site	Lot	1			
24	2" Globe Valves with flange	Nos	12			
25	Hand drill Machine	Set	1			
26	Portable metal cutter	Set	1			
27	Seal for Spherical valve	Nos	4			
28. i.	Non-Return valve for pressure device system	Set	1			
28. ii.	Installation, Testing and commissioning of Supplied Non-Return Valve at site	Lot	1			
29	Seal for opening closing device	Set	6			
30	magnetic sensor terminals	Set	12			
31	Paper gasket Sheet, 2 mm thick	Nos	2			
32	Thread seal tape	Nos	50			
33	GI Union Heavy 0.5"	Nos	60			
34	GI Elbow Heavy 0.5"	Nos	60			
35	GI Socket Heavy 0.5"	Nos	60			
36	GI Tee Heavy 0.5"	Nos	60			
37	Gate valve, 0.5"	Nos	12			
38	GI Union Heavy 1"	Nos	30			
39	GI Socket Heavy 1"	Nos	30			
40	Gate valve 1"	Nos	6			
41	GI Nipple medium 0.5" x 2"	Nos	50			

42	GI Nipple medium 0.5" x 3"	Nos	50			
43	GI Nipple medium 0.5" x 4"	Nos	50			
44	GI Nipple medium 0.5" x 6"	Nos	50			
					Total	
					VAT 13%	
					Grand Total	

Note: * Unit Price shall include all custom duties, all taxes, TDS, transportation cost, insurance cost upto the final destination IHPS, Ilam.

Name _____ in the capacity of _____

Signed _____

Duly authorized to sign the Bid for and on behalf of _____

Date _____

Bid Security

[This is the format for the Bid Security to be issued on the letterhead by a "A" class commercial bank specified by Nepal Rastra Bank]
[insert Bank's Name, and Address of Issuing Branch or Office]

Date:*[insert date]……*

To:
Nepal Electricity Authority
Generation Directorate
Medium Generation Operation and Maintenance Department
Puwakhola Hydropower Station
Ilam
Tel./Fax 027520351

BID GUARANTEE No.:*[insert number]…….*

We have been informed that ***[insert name of the Bidder]*** (hereinafter called "the Bidder") intends to submit its bid to you (hereinafter called "the Bid") for the execution of ***[insert name of contract]*** under Invitation for Bids No***. [Insert IFB number]*** ("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 ***[insert name of Bank]*** hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of ***[insert amount in figures][insert 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 its Bid during the period of bid validity specified by the Bidder in the Form of Bid; or

(b) having been notified of the acceptance of its Bid by the *Purchaser* during the period of bid validity, (i) fails or refuses to execute the Contract, if required, or (ii) fails or refuses to furnish the performance security, in accordance with the ITB.

This guarantee will expire: (a) if the Bidder is the successful Bidder, upon our receipt of copies of the contract signed by the Bidder and the performance security issued to you upon the instruction of the Bidder; and (b) if the Bidder is not the successful Bidder, upon the earlier of (i) our receipt of a copy of your notification to the Bidder of the name of the successful Bidder; or (ii) thirty (30) days after the expiration of the Bidder's bid which comes to be ***[insert the date]***.

Consequently, any demand for payment under this guarantee must be received by us at the office on or before that date.

Name _____
In the capacity of _____
Signed _____

Duly authorized to sign the Bid Security for and on behalf of _____
Date _____

Manufacturer's Authorization Letter

[This letter of authorisation should be on the letterhead of the manufacturer and should be signed by the person with the proper authority to sign documents that are binding on the manufacturer]

Date: _____

IFB No.: _____

To:
Nepal Electricity Authority
Generation Directorate
Medium Generation Operation and Maintenance Department
Puwakhola Hydropower Station
Ilam
Tel./Fax 027520351

WHEREAS ***[name of the Manufacturer]*** who are established and reputable manufacturers of ***[name and/or description of the goods]*** having factories at ***[address of factory]***

We hereby authorize ***[name and address of Agent]*** solely to submit a Bid, and subsequently negotiate and sign the Contract with you against IFB No. ***[reference of the Invitation to Bid]*** for the above goods manufactured by us.

We hereby extend our full guarantee and warranty in accordance with Clause 27 of the General Conditions of Contract, with respect to the Goods offered by the above firm in reply to this Invitation for Bids.

Name _____

In the capacity of: _____

Signed _____

Duly authorized to sign the Authorization for and on behalf of _____

Date _____

Section V. Schedule of Requirements

Delivery Schedule

Delivery Site: Puwakhola Hydropower Station, Ilam.
Delivery Period: As specified below effective from the date of contract agreement
Project Completion Period: 5 months
Job: **Supply, Delivery, Installation, Testing and Commissioning of Mechanical Consumables, Spares and Equipments for Power House**

S.No.	***Description***	***Quantity***	***Delivery Schedule (months)***
1	Items listed in BOQ (Price schedule) from S.No. 1-20,22,25,26,31-44	As specified in BOQ	Two and Half months
2	Items listed in BOQ (Price schedule) S.No. 21,24,27,29,30	As specified in BOQ	Three and Half months
3	Items listed in BOQ (Price schedule) S.No. 23,28	As specified in BOQ	Five months (including installation)

Delivery schedule shall count from the date of contract agreement.

Schedule Required By NEA:

The complete delivery must be made at designated stores of Puwakhola Hydropower Station of NEA specified on description above within the ***date specified above*** *from the date of contract agreement which shall be the date of work order.*

TECHNICAL SPECIFICATIONS

Technical Specifications

A. INTRODUCTION

NEA, Ilam (Puwakhola) Hydro Power Station, Golakharkha, Ilam intends to purchase following Mechanical Consumables, Spares and Equipments required for use. Following shall be technical specifications of the items that refer their qualities.
The manufacturers of the GOODS supplied under this contract must have valid ISO 9001 certificate and the quality of the GOODS must meet according to ISO/SAE/AWS/ASTM/BS/DIN/NS/IS or equivalent international standards from all respect. The Bidders are strictly advised to submit the original product catalog, Product's technical Data Sheet, other specifications of relevant manufacturer that will be helpful in judging the quality and at least five years experience certificate/documents in the related works. The NEA reserves the right to decline the acceptance of proofs which to its own judgment are not convincingly satisfying for the intended use.

B. SCOPE OF WORK

The scope of work under this covers the Supply, Delivery, Installation, Testing and Commissioning of Mechanical Consumable Items, Spares and Equipments for Powerhouse, Intake and Head Tank as stated accordingly in the Bill of Quantities. These Spare Parts/equipment are meant for an equivalent/exact replacement in the existing system as and where required. The goods to be supplied under this shall meet the standard according to relevant to ISO/SAE/AWS/ASTM/BS/JIS/DIN/NS/IS or equivalent standard in all respect of engineering design, manufacturing and operation point of view. The Bidder must submit the detail product catalog, product data sheet, material test certificate helpful to justify them for intended use. Purchaser reserve the right to decline the acceptance of the Goods, which to its own judgment are not found suitable for the intended use. The Technical Specification of the items is as specified hereunder:

C. TECHNICAL SPECIFICATION :

1. Rust remover spray:

S. No.	Description	NEA Requirement	Filled by Bidder	Remarks
1	Manufacturer			
2	Type/ Spec.	Rust Removal Spray		
3	Spec.	WD 40 or equivalent		
4	Can Sizes	Minimum 400 ml		

2. Korra Kapada :

S. No.	Description	NEA Requirement	Filled by Bidder	Remarks
1	Manufacturer			
2	Type/ Spec.	Fresh White cloth(Korra		
3	Materials	Cotton		

3. Cotton Hand Gloves :

S. No.	Description	NEA Requirement	Filled by Bidder	Remarks
1	Manufacturer			
2	Type/ Spec.	Gloves		
3	Material/Size	Cotton/Standard		

4. Grinding Wheel for Hand Grinder :

S. No.	Description	NEA	Filled by Bidder	Remarks
1	Manufacturer			
2	Type/ Spec.	Abrasive Wheel		
3	Sizes	Ø 100 x 6 x16 mm		

5. Cutting Wheel for Hand Grinder :

S. No.	Description	NEA	Filled by Bidder	Remarks
1	Manufacturer			
2	Type/ Spec.	Abrasive Wheel		
3	Sizes	Ø 100/105 x 1.5 x 16 mm		

6. Cup Brush :

S. No.	Description	NEA	Filled by Bidder	Remarks
1	Manufacturer			
2	Type/ Spec.	Maximum Rev. 12500 rpm, for M10 threads		
3	Size	4"		
4	Wire Material	SS		

7. Stud bolts with nuts :

S. No.	Description	NEA	Filled by Bidder	Remarks
1	Manufacturer			
2	Material/ type	Alloy or stainless steel, Full threaded		
3	Sizes	Length: 390mm and Dia:20mm		
4	No. of nuts in each stud	4		

8,9,10,11 O-Ring :

S. No.	Description	NEA	Filled by Bidder	Remarks
1	Manufacturer			
2	Material	NRB		
3	Sizes	Dia: 6mm		
		Dia: 8mm		
		Dia: 10mm		
		Dia: 12mm		

12. Gasket paste maker (Liquid Gasket) :

S. No.	Description	NEA Requirement	Filled by Bidder	Remarks
1	Manufacturer			
2	Type/ Spec.	650 º F Red Silicon RTV High Temperature		
3	Tube Size	35 to 80 gm		

13. Safety Goggles :

S. No.	Description	NEA	Filled by Bidder	Remarks
1	Manufacturer			
2	Type/ Spec.	Transparent/ No disturbing to skin during use		
3	Frame / Lens Material	Nylon/ Polycarbonate		
4	Sizes	Standard		

14. GI Sheet Metal Tray :

S. No.	Description	NEA	Filled by Bidder	Remarks
1	Manufacturer			
2	shape	Trapezoidal		
3	Material	GI sheet 26 gauge or thick		
4	Sizes	2' x 1.5'		

15. Arc Welding Cable:

S. No.	Description	NEA Requirement	Filled by Bidder	Remarks
1	Manufacturer			
2	Type/ Spec.	Cable For Earthling& Holder		
3	Size	Standard Size		
4	Current rating	Min 600 ampere		

16. Arc Welding electrode:

S. No.	Description	NEA	Filled by Bidder	Remarks
1	Manufacturer			
2	Country of origin			
3	Type	AWS E 6010-6018		
4	Tensile Strength	Upto 60,000 Psi		
5	Elongation	In 2"-25.6%		
6	Sizes	3.2mm dia		
7	Manufacturer's valid ISO certificate	To be submitted		

17. Arc Welding electrode holder:

S. No.	Description	NEA	Filled by Bidder	Remarks
1	Manufacturer			
2	Type/ Spec.	Fully insulated Electrode holder		
3	Current rating	Min 600 Ampere		

18. Hand Shield for Arc Welding:

S. No.	Description	NEA	Filled by Bidder	Remarks
1	Manufacturer			
2	Type/ Spec.	Hand Welding		
3	Cartridge Size	90 X 110 mm , ± 5mm		
4	Glass Shade No	11		

19. Leather Gloves for Arc Welding:

S. No.	Description	NEA	Filled by Bidder	Remarks
1	Manufacturer			
2	Type/ Spec.	Welding Hand Gloves		
3	Size	Long Size		
4	Material	Leather		

20. Grease:

S. No.	Description	NEA	Filled by Bidder	Remarks
1	Manufacturer			
2	Type/ Spec.	General Purpose		

21. Mechanical Pressure meter:

S. No.	Description	NEA	Filled by Bidder	Remarks
1	Manufacturer			
2	Type/ Spec.	Mechanical Pressure meter		
3	Dial Size	80-120mm		
4	Connection size	¾"		
5	Pressure capacity	0-6 MPa		
6	Manufacturer's valid ISO certificate	To be submitted		
7	End user certificate of Pressure Meter for offered manufacture	To be submitted		
8	Catalogue/Brochures/Technical Literatures	To be submitted		
9	Certificates from the manufacturer regarding pressure tests at the time of delivery	Required		

22. Steel wire rope:

S. No.	Description	NEA	Filled by Bidder	Remarks
1	Manufacturer			
2	Type/ Spec.	Wire rope		
3	Size	Dia: 30mm		
4	Material	steel		
5	Catalogue/Brochures/Technical Literatures	To be submitted		
6	Manufacturer's valid ISO certificate	To be submitted		

23. High Pressure Air Compressor:

S.	Description	NEA Requirement	Filled by Bidder	Remarks
1	Manufacturer			
2	Country of Origin			
3	Model			
4	Type of compressor			
5	No. of Cylinder			
6	Compression Stage			
7	Free Air Delivery	min 0.80 cum/min		

8	Working Pressure	min 40 bar		
9	Type of mounting	base		
10	Suction Filter			
11	Type of cooling			
12	Provision of Safety Valve	Required		
13	Lubrication			
15	Insulation class			
18	Driver	3 ph belt driven electric motor, 50 Hz		
19	Motor capacity	15 KW or compatible with the compressor		
20	RPM			
21	Experience document evidence	Y		
22	Spare parts	2 nos Mobil Filter, 2 Nos. Air filter and 2 set belt, all compatible		
24	Manufacturer's Authorization	To be submitted		
25	Manufacturer's Quality ISO certification	To be submitted		
26	End-user certificate of compressor for offered manufacturer	To be submitted		
27	Catalogue/Brochures/Technical Literatures	To be submitted		

24. 2" Globe valves with Flange:

S. No.	Description	NEA Requirement	Filled by Bidder	Remarks
1	Manufacturer			
2	Type	Globe valve with flange		
3	Size	Width (Flange to Flange outer): 220-225mm		
		Dia of Hole: 2"		
		Dia of Flange: 165mm		
		Dia of hole for bolts in flange: 18mm		
4	Other characteristics:	2-3mm deep machined on each flange for gasket position and 4 no. of holes in each flange for bolts, each set of adjacent holes being in the same line		
5	Pressure	Minimum 3.5MPa		
6	Material	As per standard		
7	Manufacturer's Authorization	To be submitted		
8	Manufacturer's Quality ISO certification	To be submitted		

9	End-user certificate of valve for offered manufacturer	To be submitted		
10	Catalogue/Brochures/Technical Literatures	To be submitted		

25. Hand drill machine:

S. No.	Description	NEA	Filled by Bidder	Remarks
1	Manufacturer			
2	Type/ Spec.	Hand Drill machine		
3	Voltage , phase	230 Volt AC/1 phase		
4	Current	3.3 Amp		
5	Capacity of chuck for holding drill	1-10mm		

26. Portable metal cutter:

S. No.	Description	NEA	Filled by Bidder	Remarks
1	Manufacturer			
2	Type/ Spec.	Portable metal cutter, Rotating type, Heavy Duty		
3	Voltage , phase	400 Volt AC/3 phase		
4	Motor Capacity	1.5 - 2 KW		
5	size of cutting wheel to be used	12" dia		
6	Other requirements:	Provided with base suitable for angular cutting		
7	Spare parts	Two set of belt for pulley/motor connection		

27. Seal for Spherical Valve:

S. No.	Description	NEA	Filled by Bidder	Remarks
1	Manufacturer			
2	Type/ Spec.	Hard Rubber		
3	Material	The material of existing seal shall be tested by the bidder and same/better material of seal shall be provided along with test reports of both sample and supplied seals		
4	Dimensions of seal **(for reference purpose)**	Outer Dia: 66.5cm Max Thickness: 18 mm		
5	Sectional view of existing seal and Sample photos for reference	As shown below in figure 27		
6	Manufacturer's Authorization	To be submitted		

7	Manufacturer's Quality ISO certification	To be submitted		
8	End-user certificate of seals for same manufacturer	To be submitted		
9	Catalogue/Brochures/Technical Literatures	To be submitted		

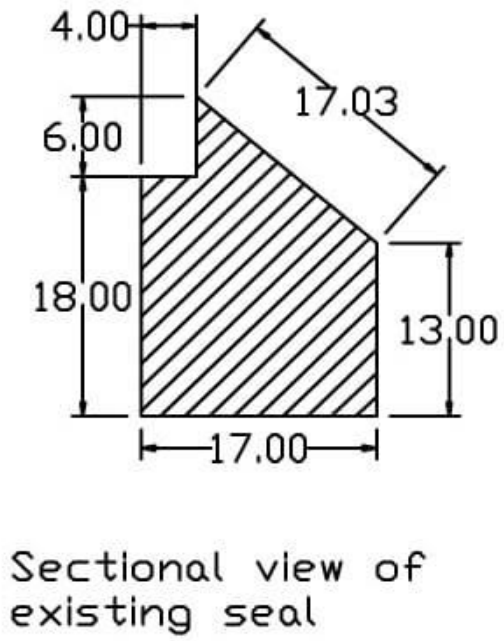

Fig: 27

28. Non Return Valve:

S. No.	Description	NEA	Filled by Bidder	Remarks
1	Manufacturer			
2	Type/ Spec.	Non Return Valve for Pressure device system		
3	Pressure capacity	Min 4 MPa		
4	Other considerations for sizes and dimensions of the valve	As per sample provided by the employer		
5	Manufacturer's Authorization	To be submitted		
6	Manufacturer's Quality ISO certification	To be submitted		
7	End-user certificate of valve for same manufacturer	To be submitted		
8	Catalogue/Brochures/Technical Literatures	To be submitted		
9	Sample photos for reference	As shown below in figure 28		

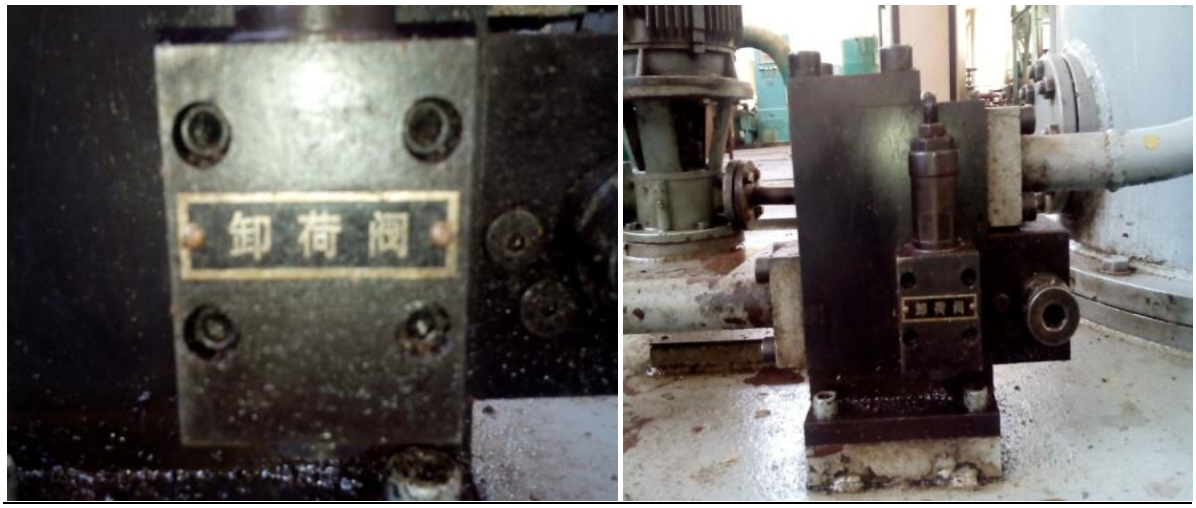

FIG: 28

29. Seal for opening/closing device:

S. No.	Description	NEA	Filled by Bidder	Remarks
1	Manufacturer			
2	Type/ Spec.	Polyurethane seal for opening closing device system		
3	Other considerations	As per sample provided by the employer if required		
4	Product Quality	NS/IS/or any international standard		
5	Diameter of seals **(for reference purpose)**	100mm, 95mm, 42mm,30mm in each set		
6	Sample photos for reference	As shown below in figure 29		

FIG: 29

30. Magnetic sensor terminals:

S. No.	Description	NEA	Filled by Bidder	Remarks
1	Manufacturer			
2	Type/ Spec.	Magnetic sensor terminals		
3	Use/application	Used as switch in floating level switches to actuate the relays/for oil level		
3	Other considerations	As per sample provided by the employer if required		
4	Product Quality	NS/IS/or any international standard		
6	Sample photos for reference	As shown below in figure 30		
7	Sample	Shall be provided by office		

FIG: 30

31. Paper Gasket:

S. No.	Description	NEA	Filled by Bidder	Remarks
1	Manufacturer			
2	Type	Paper gasket		
3	Size	60”x120” 2mm thick		

32. Thread Seal Tape:

S. No.	Description	NEA	Filled by Bidder	Remarks
1	Manufacturer			
2	Type/ Spec.	Thread seal tape		
3	Size	19-20mm x 15-20m x 0.1-0.2mm		
4	Material	PTFE/Teflon		

33,38. GI Union:

S. No.	Description	NEA	Filled by Bidder	Remarks
1	Manufacturer			
2	Type/ Spec.	GI union, Heavy		
3	Size	½" dia		
		1" dia		
4	Material	GI pipe fittings		
5	Product Quality	NS/IS/or any international standard		

34. GI Elbow:

S. No.	Description	NEA	Filled by Bidder	Remarks
1	Manufacturer			
2	Type/ Spec.	GI Elbow, Heavy		
3	Size	½" dia		
4	Material	GI pipe fittings		
4	Product Quality	NS/IS/or any international standard		

35,39. GI Socket:

S. No.	Description	NEA	Filled by Bidder	Remarks
1	Manufacturer			
2	Type/ Spec.	GI socket, Heavy		
3	Size	½" dia		
		1" dia		
4	Material	GI pipe fittings		
4	Product Quality	NS/IS/or any international standard		

36. GI Tee:

S. No.	Description	NEA	Filled by Bidder	Remarks
1	Manufacturer			
2	Type/ Spec.	GI Tee, Heavy		
3	Size	½" dia		
4	Material	GI pipe fittings		
4	Product Quality	NS/IS/or any international standard		

37, 40. Gate Valve:

S. No.	Description	NEA	Filled by Bidder	Remarks
1	Manufacturer			
2	Type/ Spec.	Gun Metal Gate valve		
3	Size	½"		
		1"		
4	Product Quality	NS/IS/or any international standard		

41,42,43,44. GI Nipple:

S. No.	Description	NEA	Filled by Bidder	Remarks
1	Manufacturer			
2	Type/ Spec.	GI Nipple		
3	Size	0.5"x2"		
		0.5"x3"		
		0.5"x4"		
		0.5"x6"		
4	Product Quality	NS/IS/or any international standard		

Notes:

- Bidders are strictly advised to complete the TECHNICAL DATA SHEET and submit the detail catalog that justifies the filled data, as required; otherwise the BID shall be treated as NON-RESPONSIVE BID.
- The maximum possible information available have been given. However, Bidders are advised to visit the site conditions and see the samples, Installed system/ parts before bidding.
- The sizes reflected in the drawings or documents are for references. Actual sizes may verified by the Bidder during site visit.
- Items that require installation, testing and commissioning at site have been listed in the price schedule (BOQ) section.
- The GOODS and services supplied under this contract should meet the relevant equivalent standard in all respect of engineering design, manufacturing and operation point of view.

Section VI. General Conditions of Contract

Section VI. General Conditions of Contract

1. Definitions	1.1 The following words and expressions shall have the meanings hereby assigned to them: (a) "**Contract**" means the Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein. (b) "**Contract Documents**" means the documents listed in the Agreement, including any amendments thereto. (c) "**Contract Price**" means the price payable to the Supplier as specified in the Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract. (d) "Day" means calendar day. (e) "**Delivery**" means the transfer of the Goods from the Supplier to the Purchaser in accordance with the terms and conditions set forth in the Contract. (f) "**Completion**" means the fulfillment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract. (g) "**GCC**" means the General Conditions of Contract. (h) "**Goods**" means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Purchaser under the Contract. (i) "**Purchaser's Country**" is the country specified in the Special Conditions of Contract (SCC). (j) "**Purchaser**" means the entity purchasing the Goods and Related Services, as specified in the SCC. (k) "**Related Services**" means the services incidental to the supply of the goods, such as insurance, installation, training and initial maintenance and other similar obligations of the Supplier under the Contract. (l) "**SCC**" means the Special Conditions of Contract. (m) "**Subcontractor**" means any natural person, private or government entity, or a combination of the above, including its legal successors or permitted assigns, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier. (n) "**Supplier**" means the natural person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Agreement, and includes the legal successors or permitted assigns of the Supplier. (o) "**GoN**" means the Government of Nepal. (p) "**The Site**," where applicable, means the place named in the SCC.

2. Contract Documents	2.1 Subject to the order of precedence set forth in the Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory.
3. Fraud and Corruption	3.1 If the Purchaser determines that the Supplier has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing the Contract, then the Purchaser may, after giving 14 days notice to the Supplier, terminate the Supplier's employment under the Contract and the provisions of Clause 34.1 shall apply. 3.2 Without prejudice to any other rights of the Purchaser under this Contract, GoN may blacklist the Bidder/Supplier for its conduct up to three (3) years on the following grounds and seriousness of the act committed by the Bidder/Supplier: (a) if it is established that the Supplier has committed substantial defect in implementation of the Contract or has or has not substantially fulfilled its obligations under the Contract For the purposes of this Sub-Clause: (i) "corrupt practice" is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party; (ii) "fraudulent practice"1 is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation; (iii) "collusive practice"2 is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party; (iv) "coercive practice"3 is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party; (v) "obstructive practice" is (aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a NEA/DP investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or (bb) acts intended to materially impede the exercise of the NEA/DP's inspection and audit rights provided for under ITB Clause 3.5 and GCC Clause 25. 3.3 Without prejudice to any other rights of the Purchaser under this Contract, GoN may **blacklist** a Bidder/Supplier for its conduct for a period of one (1) to three (3) years on the following grounds and seriousness of the act committed by the bidder: if it is established that the Supplier committed acts specified in ITB 3.2,

1 a "party" refers to a public official; the terms "benefit" and "obligation" relate to the procurement process or contract execution; and the "act or omission" is intended to influence the procurement process or contract execution.

2 "parties" refers to participants in the procurement process (including public officials) attempting to establish bid prices at artificial, non competitive levels.

3 a "party" refers to a participant in the procurement process or contract execution.

	if it is established later that the Bidder has committed substantial defect in implementation of the contract or has not substantially fulfilled its obligations under the contract or the completed work is not of the specified quality as per the contract.
4. Interpretation	4.1 If the context so requires it, singular means plural and vice versa. 4.2 Incoterms The meaning of any trade term and the rights and obligations of parties there under shall be as prescribed by Incoterms. (a) EXW shall be governed by the rules prescribed in the current edition of Incoterms, published by the International Chamber of Commerce at the date of the Invitation for Bids or as specified in the SCC. 4.3 Entire Agreement The Contract constitutes the entire agreement between the Purchaser and the Supplier and supersedes all communications, negotiations and agreements (whether written or oral) of parties with respect thereto made prior to the date of Contract. 4.4 Amendment No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto. 4.5 Nonwaiver (a) Subject to GCC Sub-Clause 4.5(b) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract. (b) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived. 4.6 Severability If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.
5. Language	5.1 The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Purchaser, shall be written in the language specified in the SCC. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the SCC, in which case, for purposes of interpretation of the Contract, this translation shall govern. 5.2 The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.
6. Joint Venture, Consortium	6.1 If the Supplier is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the Purchaser for the fulfilment of the provisions of the Contract and shall designate one party

or Association		to act as a leader with authority to bind the joint venture, consortium, or association. A bidder can submit only one bid either as a partner of the joint venture or individually. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the Purchaser.
7. Notices	7.1	Any Notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the SCC. The term "in writing" means communicated in written form with proof of receipt.
	7.2	A Notice shall be effective when delivered or on the Notice's effective date, whichever is later.
8. Governing Law	8.1	The Contract shall be governed by and interpreted in accordance with the laws of Nepal.
9. Settlement of Disputes	9.1	The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
	9.2	Any dispute between the parties as to matters arisingpursuant to ths contract which cannot be settled amicablywithin thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be referred to Arbitration within 30 days after the expiration of amicable settlement period..
10. Scope of Supply	10.1	Subject to the SCC, the Goods and Related Services to be supplied shall be as specified in Section V, Schedule of Requirements.
	10.2	Unless otherwise stipulated in the Contract, the Scope of Supply shall include all such items not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining Delivery and Completion of the Goods and Related Services as if such items were expressly mentioned in the Contract.
11. Delivery	11.1	Subject to GCC Sub-Clause 31.1, the Delivery of the Goods and Completion of the Related Services shall be in accordance with the Delivery and Completion Schedule specified in the Section V, Schedule of Requirements. The details of documents to be furnished by the Supplier are specified in the SCC.
12. Supplier's Responsibilities	12.1	The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with GCC Clause 10, and the Delivery and Completion Schedule, as per GCC Clause 11.
13. Purchaser's Responsibilities	13.1	Whenever the supply of Goods and Related Services requires that the Supplier obtain permits, approvals, and import and other licenses from public authorities in Nepal, the Purchaser shall, if so required by the Supplier, make its best effort to assist the Supplier in complying with such requirements in a timely and expeditious manner.
	13.2	The Purchaser shall pay all costs involved in the performance of its responsibilities, in accordance with GCC Sub-Clause 13.1.
14. Contract Price	14.1	The Contract Price shall be as specified in the Agreement subject to any additions and adjustments thereto, or deductions there from, as may be made pursuant to the Contract.
	14.2	Prices charged by the Supplier for the Goods delivered and the Related Services performed under the Contract shall not vary from the prices

	quoted by the Supplier in its bid, with the exception of any price adjustments authorized in the SCC.
15. Terms of Payment	15.1 The Contract Price shall be paid in Nepalese Currency. 15.2 The Supplier's request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed, and by the documents submitted pursuant to GCC Clause 11 and upon fulfilment of all the obligations stipulated in the Contract and as stated in SCC 15.3 Payments shall be made promptly by the Purchaser, no later than thirty (30) days after submission of an invoice or request for payment by the Supplier, and the Purchaser has accepted it.
16. Taxes and Duties	16.1 For goods supplied, the Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser
17. Performance Security	17.1 The Supplier shall, within fifteen (15) days of the receipt of notification of Contract award, provide a Performance Security for the due performance of the Contract in the amounts and currencies specified in the SCC. 17.2 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. 17.3 The Performance Security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Purchaser, and shall be in one of the forms stipulated by the Purchaser in the SCC, or in another form acceptable to the Purchaser. 17.4 The Performance Security shall be discharged by the Purchaser and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in the SCC.
18. Copyright	18.1 The copyright in all drawings, documents, and other materials containing data and information furnished to the Purchaser by the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Purchaser directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party.
19. Confidential Information	19.1 The Purchaser and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Subcontractor such documents, data, and other information it receives from the Purchaser to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier under GCC Clause 19. 19.2 The Purchaser shall not use such documents, data, and other information received from the Supplier for any purposes unrelated to the Contract. Similarly, the Supplier shall not use such documents, data, and other

	information received from the Purchaser for any purpose other than the design, procurement, or other work and services required for the performance of the Contract. 19.3 The obligation of a party under GCC Sub-Clauses 19.1 and 19.2 above, however, shall not apply to information that: (a) the Purchaser or Supplier need to share with the Donor for Donor funded project or other institutions participating in the financing of the Contract; (b) now or hereafter enters the public domain through no fault of that party; (c) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or (d) otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality. 19.4 The above provisions of GCC Clause 19 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof. 19.5 The provisions of GCC Clause 19 shall survive completion or termination, for whatever reason, of the Contract.
20. Subcontracting	20.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under the Contract if not already specified in the Bid. Subcontracting shall in no event relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract. 20.2 Subcontracts shall comply with the provisions of GCC Clauses 3.
21. Specifications and Standards	21.1 Technical Specifications and Drawings (a) The Supplier shall ensure that the Goods and Related Services comply with the technical specifications and other provisions of the Contract. (b) The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser. (c) The Goods and Related Services supplied under this Contract shall conform to the standards mentioned in Section V, Schedule of Requirements and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the country of origin of the Goods. 21.2 Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Section V, Schedule of RequirementsDuring Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with GCC Clause 32.
22. Packing and Documents	22.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open

	storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the final destination of the Goods and the absence of heavy handling facilities at all points in transit. 22.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in the SCC, and in any other instructions ordered by the Purchaser.
23. Insurance	23.1 Unless otherwise specified in the SCC, the Goods supplied under the Contract shall be fully insured, in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery, in the manner specified in the SCC.
24. Transportation	24.1 Unless otherwise specified in the SCC, obligations for transportation of the Goods shall be in accordance with the Incoterms specified in Sections V, Schedule of Requirements.
25. Inspections and Tests	25.1 The Supplier shall at its own expense and at no cost to the Purchaser carry out all such tests and/or inspections of the Goods and Related Services as are specified in Sections V, Schedule of Requirements. 25.2 The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the final destination of the Goods, or in another place in Nepal as specified in the SCC. Subject to GCC Sub-Clause 25.3, if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser. 25.3 The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC Sub-Clause 25.2, provided that the Purchaser bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all travelling and board and lodging expenses. 25.4 Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Purchaser. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Purchaser or its designated representative to attend the test and/or inspection. 25.5 The Purchaser may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications, codes and standards under the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impede the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected. 25.6 The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection. 25.7 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, and shall repeat the test and/or inspection, at no

	cost to the Purchaser, upon giving a notice pursuant to GCC Sub-Clause 25.4. 25.8 The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Purchaser or its representative, nor the issue of any report pursuant to GCC Sub-Clause 25.6, shall release the Supplier from any warranties or other obligations under the Contract.
26. Liquidated Damages	26.1 Except as provided under GCC Clause 31, if the Supplier fails to deliver any or all of the Goods or perform the Related Services within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the SCC of the Contract Price for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in the SCC. Once the maximum is reached, the Purchaser may terminate the Contract pursuant to GCC Clause 34.
27. Warranty	27.1 The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract. 27.2 Subject to GCC Sub-Clause 21.1, the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in Nepal. 27.3 Unless otherwise specified in the SCC, the warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the SCC. 27.4 The Purchaser shall give Notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects. 27.5 Upon receipt of such Notice, the Supplier shall, within the period specified in the SCC, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser. 27.6 If having been notified, the Supplier fails to remedy the defect within the period specified in the SCC, the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.
28. Patent Indemnity	28.1 The Supplier shall, subject to the Purchaser's compliance with GCC Sub-Clause 28.2, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of: (a) the installation of the Goods by the Supplier or the use of the Goods in the country where the Site is located; and

	(b) the sale in any country of the products produced by the Goods. Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the Supplier, pursuant to the Contract. 28.2 If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in GCC Sub-Clause 28.1, the Purchaser shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim. 28.3 If the Supplier fails to notify the Purchaser within thirty (30) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf. 28.4 The Purchaser shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing. 28.5 The Purchaser shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Purchaser.
29. Limitation of Liability	29.1 Except in cases of gross negligence or willful misconduct : (a) neither party shall be liable to the other party for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser; and (b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort, or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the Supplier to indemnify the Purchaser with respect to patent infringement.
30. Change in Laws and Regulations	30.1 Unless otherwise specified in the Contract, if after the date of the Invitation for Bids, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in Nepal where the Site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract.

	Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with GCC Clause 14.
31. Force Majeure	31.1 The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure. 31.2 For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes. 31.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
32. Change Orders and Contract Amendments	32.1 The Purchaser may at any time order the Supplier through Notice in accordance GCC Clause 7, to make changes within the general scope of the Contract in any one or more of the following: (a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser; (b) the method of shipment or packing; (c) the place of delivery; and (d) the Related Services to be provided by the Supplier. 32.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery and Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be asserted within thirty (30) days from the date of the Supplier's receipt of the Purchaser's change order. 32.3 Prices to be charged by the Supplier for any Related Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.
33. Extensions of Time	33.1 If at any time during performance of the Contract, the Supplier or its Subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services pursuant to GCC Clause 11, the Supplier shall promptly, and at least seven (7) days before the expiry of procurement contract, notify the Purchaser in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.

	33.2 Except in case of Force Majeure, as provided under GCC Clause 31, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 26, unless an extension of time is agreed upon, pursuant to GCC Sub-Clause 34.1.
34. Termination	34.1 Termination for Default (a) The Purchaser, without prejudice to any other remedy for breach of Contract, by Notice of default sent to the Supplier, may terminate the Contract in whole or in part: (i) if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 33; or (ii) if the Supplier fails to perform any other obligation under the Contract. (b) In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 34.1(a), the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Purchaser for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated. (c) if the Supplier, in the judgment of the Purchaser has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, as defined in GCC Clause 3, in competing for or in executing the Contract. 34.2 Termination for Insolvency The Purchaser may at any time terminate the Contract by giving Notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Purchaser. 34.3 Termination for Convenience (a) The Purchaser, by written Notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The Notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective. (b) The Goods that are complete and ready for shipment within seven (7) days after the Supplier's receipt of the Notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect: (i) To have any portion completed and delivered at the Contract terms and prices; and/or (ii) To cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier.
35. Assignment	35.1 Neither the Purchaser nor the Supplier shall assign, in whole or in part, their obligations under this Contract, except with prior written consent of the other party.

Section VII. Special Conditions of Contract

Section VII. Special Conditions of Contract

The following Special Conditions of Contract (SCC) shall supplement the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

1. Definitions	**GCC 1.1(i)**	The Purchaser's country is: **NEPAL**
	GCC 1.1(j)	The Purchase is: ***NEA Puwakhola (Ilam) Hydropower Station.***
	GCC 1.1 (p)	The Site is ***Puwakhola (Ilam) Hydropower Station.***
2. Interpretation	**GCC 4.2 (b)**	The version of Incoterms shall be: **Intercom 2010**
3. Language	**GCC 5.1**	The language shall be: **ENGLISH**
4. Notices	**GCC 7.1**	For **notices**, the Purchaser's address shall be: **Nepal Electricity Authority** **Generation Directorate** **Medium Generation Operation and Maintenance Department** Puwakhola Hydropower Station Ilam Tel./Fax 027520351 **Email:- neapuwakhola@gmail.com**
		For **notices**, the Supplier's address shall be: ***[insert full name and address of Suppliers including telephone number, facsimile number and electronic mail address (if applicable)]*** Name and Address of the Supplier: Telephone number: Facsimile number: e-mail Address:
5. Settlement of Disputes	**GCC 9.2**	a. Any dispute or difference arising between the Supplier and Purchaser under the CONTRACT shall not be referred to Arbitration unless an attempt has first been made to settle the same amicably. b. If, at any time, any dispute, difference or protest arises between the Supplier or Purchaser which cannot be settled amicably, either party shall give to the other a notice in writing to settle the same through arbitration. c. To conduct the arbitration proceeding, a Board of Arbitrators shall be set up. Each party shall select and appoint one arbitrator, and the two arbitrators so selected and appointed shall jointly select and appoint a third arbitrator to complete the Board of Arbitrators. The opinion of the majority of the Board of Arbitrators shall be decisive, final and binding upon the parties. The arbitration proceeding shall be conducted in Nepal in accordance with the Arbitration Act-2038 of Nepal.

		d. Provided always that pending the final award of the Arbitrators the Supplier shall comply with the instruction of Purchaser and proceed with due diligence in the manner directed by Purchaser. e. Each party, Purchaser and the Supplier, shall bear the cost of its own arbitrator's service. The cost of the third arbitrator's service shall be allocated between the parties in proportion decided by the Board of Arbitrators.
6. Scope of Supply	**GCC 10.1**	The Scope of Supply shall be defined in: ***"Section V, Schedule of Requirements"***
7. Delivery	**GCC 11.1**	Upon delivery of the Goods to the transporter, the Supplier shall notify the Purchaser and send the following documents to the Purchaser: **a) Copies of the Supplier's invoice showing the description of the Goods, quantity, unit price, and total amount;** **b) Delivery note/truck receipt;** **c) Manufacturer's or Supplier's warranty certificate; and** **d) Inspection certificate issued by the nominated inspection agency, and/or the Supplier's factory inspection report;** The Purchaser shall receive the above documents before the arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses. ***[Note: The above requirements should be reviewed on a case-by-case basis, with amendments being made as necessary]***
8. Contract Price	**GCC 14.2**	The prices charged for the Goods delivered and the Related Services to be performed ***shall be fixed*** for the duration of the contract.
9. Terms of Payment	**GCC 15.1**	The terms of payment to be made to the Supplier under the contract shall be as follows: **a)** Advance Payment: 10%of the contract price shall be paid within thirty (30) days of signing of the contract, upon submission of request for advance and a bank guarantee from "A" class commercial bank for equivalent amount valid until the goods are delivered and accepted and in the form provided in the Bidding Document. **b)** On Delivery and acceptance: ***95%*** of the Contract Price/ invoice/s value***(including advance payment)*** of the Goods/Services delivered shall be paid within thirty (30) days after certification by Purchaser that all GOODS invoiced has been delivered at the appropriate warehouses of Purchaser. As per applicable law of Nepal, the purchaser will deduct Tax Deduction at Source (TDS) from the invoice/s value, at the rate as applicable at the time of payment and deposited to revenue office. **c)** ***Remaining 5%***of the Contract Price/ invoice/s value shall be withheld as retention. The retention thus held shall be paid after the expiry of the warranty period;
10. Taxes and Duties	**GCC 16.1**	For goods supplied, the Supplier shall be entirely responsible for all taxes, custom duties, license fees, TDS etc., incurred until delivery of the contracted Goods to the Purchaser respected sites.

11. Performance Security	**GCC 17.1**	The Supplier shall provide a Performance Security as per IBT 41.**The amount of the Performance Security shall be in Nepalese Rupees, and shall be valid for the period of one month beyond the warranty period.** In case of joint venture (J/V), the Performance Security shall be in the name of J/V.
	GCC 17.3	The types of acceptable Performance Securities are: **A bank guarantee issued by "A" class commercial bank located in Nepal or reputable bank located abroad, acceptable to the Purchaser, in the format included in Section VIII, Contract Forms, Performance Security issued by foreign Bank must be counter – guaranteed by "A" class commercial Bank in Nepal.**
	GCC 17.4	Discharge of the Performance Security shall take place:[**insert (a) in accordance with GCC Sub-Clause 17.4; or (b) indicate how the Performance Security shall be discharged**] [The Performance Security shall be discharged by the Purchaser and returned to the Supplier not later than Ninety (90) days from the date of completion of the Supplier's Performance obligations under the Contract.
12. Packing and Documents	**GCC 22.2**	Additional requirement for packing and marking are as follows: **Packaging** (a) Where applicable, the Supplier shall pack and crate all equipment for sea shipment in a manner suitable for export to a tropical humid climate in accordance with internationally accepted export practices and in such a manner to protect the equipment from damage and deterioration in transit by road, rail or sea. The Supplier shall be held responsible for all damages due to improper packing. (b) In accordance with good packing practices, materials shall be packed in the smallest possible containers. Interior blocking, bracing, and cushioning shall be provided where necessary to absorb shocks, prevent rattling and prevent damage from destructive forces. Packages containing fragile material shall be so marked in bold letters and shall be topicalized. (c) The use of open type crating and/or similar packing shall be restricted to materials not susceptible to pilferage or to damage by the elements of salt water. This method of packing shall not be used without obtaining the prior approval of Purchaser. (d) One protected copy of packing list for each case shall be enclosed in that case. (e) All items must be packaged in manufacturer's quantities, as would be delivered to a retailer and all packages of a given item shall contain the same number of pieces. Bulk shipment is specifically prohibited. Individual packages shall be sufficiently strong to withstand normal handling and storage. All materials used for packing shall be environmentally neutral. **Marking** The Supplier shall adhere to and/or require his suppliers to adhere to the following provisions for export marking: (a) All external marking must be legibly and durably painted/stenciled on two (2) sides and both ends of containers in letters at least five (5) centimeters high. Under no circumstances shall chalk or crayon be used. (b) Packages from each supplier must be numbered consecutively. No two (2) packages delivered shall carry the same package number.

		(c) Net, tare and gross weights in kilograms as well as the correct outside measurement in terms of length, width and height in the Metric system must be shown on each package. (d) Marks indicating where to "SLING" will be emphasized on containers by stamping/painting an arrow on the exposed surface.
		(e) In the event that prior approval has been obtained from Purchaser to forward pieces without packing as specified in the Clause 6.6 above, the pieces must be safely protected or bundled, using ample metal binding, and metal tags bearing the required marks must be firmly wired to each bundle in at least two (2) visible places. (f) Unless otherwise specified by NEA, only the following marks shall be used on shipping containers: To: NEA_____ For _____ Package No: _____ Contract No: _____ Letter of Credit: _____ Contents (or Item): _____ Unit: Quantity: _____ Gross Weight: _____Kg.(Ltr)_____ Total Weight: _____Kg.(Ltr)_____ Net Weight: _____Kg.(Ltr)_____ Dimensions-Height-Width-Depth: _____ Meters :_____ Total Cubic Meters: _____ (g) The Supplier shall show and/or require his suppliers to show the following information on all Packing Lists: (i) Reference number of the Contract (ii) Supplier's Order Number (iii) Item Number of Suppliers' Order if any (iv) Invoice for Itemized cost of each material related to (c) (v) Export marking, other marks, and package number of each package and of each shipment (vi) Outside dimensions of each package in terms of length, width, and height, in meters. (vii) Total cubic measurement of the shipment in cubic meters. (viii) Package number and total number of package in the shipment. (ix) Manufacturer's serial number/numbers of equipment in shipment, if any. (h) In case of local contractor only the store the receipt advice shall be sufficient to meet all above obligation

13. Insurance	**GCC 23.1**	a. The Supplier shall provide and maintain insurance applying to all shipments of GOODS with continuous coverage from the factory to Purchaser designated warehouse. Such insurance shall be with an insurance company presently authorized to conduct business in Nepal. b. The Supplier shall provide marine insurance, if sea transportation is required, and all insurance coverage for inland transportation to Purchaser warehouse sites as specified in the Bid Packages. c. The insurance provided shall cover all risks, and the minimum limits of insurance shall be the total cost plus ten percent of the materials delivered to Purchaser warehouse sites as specified in the Bid Packages. d. The Purchaser shall file with Purchaser properly executed certificates of insurance or copies of insurance policies before commencing shipment. These certificates shall be mailed in accordance with the provisions of Clause herein. Certificates of insurance shall contain the following information: i. Name and address of the insurance company, policy number and expiration date. ii. Signatures of insurance company representative or agent and address thereof. iii. Types of coverage and limits of insurance. iv. A statement indicating that Purchaser shall receive at least thirty (30) days advance written notice of cancellation of any of the policies or modifications of the insurance. e. The Supplier shall be responsible for and ensure that subcontractors, if any, maintain the same insurance and comply with the same provisions required of the Supplier. f. The furnishing of the foregoing insurance by the Supplier shall not limit any of the obligations or liabilities of the Supplier imposed under this CONTRACT or by laws of Nepal. g. In the event that, prior to acceptance by Purchaser any material is lost or damaged to the extent that in the opinion of Purchaser it cannot be used, the Supplier agrees to make immediate shipment or replacement material upon notification by Purchaser of the types and quantities of materials to be replaced. The shipment of replacement material shall not be delayed pending investigation of the cause of such loss or damage or by the filing and processing of insurance claims. If Purchaser agrees that any damaged material may be repaired instead of requiring replacement, the Supplier agrees to effect the repairs to the satisfaction of Purchaser as promptly as possible and to pay the full cost thereof. h. The Supplier agrees to prepare and submit to the insurance carrier all claims for loss or damage. Purchaser will assist the Supplier in compiling the needed information or data to identify the materials lost or damaged. The Supplier agrees that any payment resulting from insurance claims will be made by the insurance carrier to the Supplier and will constitute full and complete compensation for the replacement material.

		The Insurance shall be in an amount equal to 110 percent of the CIF or CIP value of the Goods from "warehouse" to "warehouse" on "All Risks" basis, including War Risks and Strikes.
14. Transportation	**GCC 24.1**	Obligations for transportation of the Goods shall be in accordance with: ***the responsibility for transportation shall be in accordance with Incoterms or other trade terms, such as "The supplier is required under the contract to transport the Goods to a specified place of final destination, defined as the project site, transport to such place of destination including insurance and storage, as shall be specified in the contract, shall be arranged by the supplier, and related costs shall be included in the contract price.***
15. Inspections and Tests	**GCC 25.2**	Tests and Inspections as specified in ***Section V, Schedule of Requirements***, shall be carried out. As per GCC 25.2
16. Liquidated Damages	**GCC 26.1**	Following are the addition of the clause: a. The completion time of delivery of GOODS is of the essence. Should the Supplier neglect, refuse, or fail to deliver the GOODS within the time herein agreed upon or after giving effect to any extensions of time herein provided, Liquidated Damage for each and every calendar day that such delivery of GOODS is delayed shall be imposed. b. The amount of such Liquidated Damages shall be one twentieth of one (0.05) percent of the total contract price per calendar day of delay with maximum deduction not to exceed ten (10) percent of the contract price.
		c. If the amount of monies due and to become due from NEA to the Supplier is insufficient to pay in full any such Liquidated Damages, the Supplier shall pay to Purchaser the amount necessary to effect such payment in full. d. The assessment of Liquidated Damages shall not prejudice any other remedy Purchaser may have under the CONTRACT.
17. Warranty	**GCC 27.3**	The period of validity of the Warranty shall be: **12 months** **For the purposes of the Warranty, the place of final destination shall be: Puwakhola Hydropower Station, Ilam**
	GCC 27.5	The Supplier shall correct any defects covered by the Warranty within: 30 days of being notified by the Purchaser of the occurrence of such defects

Section VIII. Contract Forms

Nepal Electricity Authority
Generation Directorate
Medium Generation Operation and Maintenance Department
Puwakhola (Ilam) Hydropower Station
Ilam

[on letterhead paper of the Employer]

Letter of Intent

. . . . . ***date***. . . . . .

Notes on Letter of Intent

The issuance of Letter of Intent is the information of the selection of the bid of the successful bidder by the Employer and for providing information to other unsuccessful bidders who participated in the bid as regards to the outcome of the procurement process. This standard form of Letter of Intent to Award should be filled in and sent to the successful Bidder only after evaluation and selection of substantially responsible lowest evaluated bid.

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

Subject: . . . . . ***Issuance of letter of intent to award the contract*** . . . . . .

This is to notify you that, it is our intention to award the contract ……. ***dated***…….. for execution of the . . . . . ***name of the contract and identification number, as given in the Contract Data/SCC*** to you as your bid price . . . . . ***amount in figures and words in Nepalese Rupees*** ……..as corrected and modified in accordance with the Instructions to Bidders is hereby selected as substantially responsive lowest evaluated bid.

Authorized Signature: .....

Name: .....

Title: .....

CC:
[Insert name and address of all other Bidders, who submitted the bid]

Nepal Electricity Authority
Generation Directorate
Medium Generation Operation and Maintenance Department
Puwakhola (Ilam) Hydropower Station
Ilam

Letter of Acceptance

[on letterhead paper of the Employer]

. . . . . ***date***. . . . . .

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

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

This is to notify that your Bid dated . . . . ***date***. . . . 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 ***[insertamount 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 15 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 NEA,..... 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:

Agreement Form

THIS AGREEMENT made on the ***[insert number]*** day of ***[insert month***], ***[insert year]***, between***[insert complete name of Purchaser]*** of ***[insert complete address of Purchaser]*** (hereinafter "the Purchaser"), of the one part, and ***[insert complete name of Supplier]*** of ***[insert complete address of Supplier]*** (hereinafter "the Supplier"), of the other part:

WHEREAS the Purchaser invited Bids for certain Goods and Related Services, viz., ***[insert brief description of the Goods and Related Services]*** and has accepted a Bid by the Supplier for the supply of those Goods and Related Services in the sum of NRs ……..***[insert amount of contract price in words and figures including taxes]*** (hereinafter "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) Contract Agreement
   - (b) the Purchaser's Notification to the Supplier of Award of Contract;
   - (c) the Bid Submission Form and the Price Schedules submitted by the Supplier;
   - (d) the Special Conditions of Contract;
   - (e) the General Conditions of Contract;
   - (f) the Schedule of Requirements;
   - (g) the Technical Specifications;
   - (h) ***[indicate other documents the Purchaser wants to add in the particular procurement]***

   This Contract shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.
3. In consideration of the payments to be made by the Purchaser to the Supplier as indicated in this Agreement, the Supplier hereby covenants with the Purchaser to provide the Goods and Related 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 Related 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 the laws of **"Nepal"** on the day, month, and year indicated above.

On behalf of the Purchaser	**On behalf of the Supplier**
Name :	Name:
Signature:	Signature:
Designation:	Designation:
Seal:	Seal:

Performance Security

Date:
Contract No:

To:
Nepal Electricity Authority
Generation Directorate
Medium Generation Operation and Maintenance Department
Puwakhola Hydropower Station
Ilam
Tel./Fax 027520351

WHEREAS ***[insert complete name of Supplier]*** (hereinafter "the Supplier") has received the notification of award for the execution of ***[insert identification number and name of contract]***(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]***

Advance Payment Security

[**insert complete name and number of Contract**]

To:
Nepal Electricity Authority
Generation Directorate
Medium Generation Operation and Maintenance Department
Puwakhola Hydropower Station
Ilam
Tel./Fax 027520351

In accordance with the payment provision included in the Contract, in relation to advance payments, [**insert complete name of Supplier**] (hereinafter called "the Supplier") shall deposit with the Purchaser a security consisting of [**indicate type of security**], to guarantee its proper and faithful performance of the obligations imposed by said Clause of the Contract, in the amount of [**insert currency and amount of guarantee in words and figures**].

We, the undersigned [**insert complete name of Guarantor**], legally domiciled in [**insert full address of Guarantor**] (hereinafter "the Guarantor"), as instructed by the Supplier, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to the Purchaser on its first demand without whatsoever right of objection on our part and without its first claim to the Supplier, in the amount not exceeding [**insert currency and amount of guarantee in words and figures**].

This security shall remain valid and in full effect from the date of the advance payment being received by the Supplier under the Contract until [**(insert day, month, year) Contract completion date may be a basis for this date**].

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**]