NEPAL ELECTRICITY AUTHORITY

(A government Of Nepal Undertaking)
Distribution & Consumer Services Directorate

Hetauda Regional Office
Hetauda

BIDDING DOCUMENT

For

The Procurement of Goods

National Competitive Bidding (NCB)

IFB No.: HRO-2074/075-02
for
Supply and Delivery of 9 mtr. PSC Pole.

Name of the Bidder:.....

(December – 2017)

Issued by:

Nepal Electricity Authority
Distribution & Consumer Services Directorate
Hetauda Regional Office
Bhutandevi Road, Hetauda
Phone: +977-57-524367 / Fax: +977-57-520468

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
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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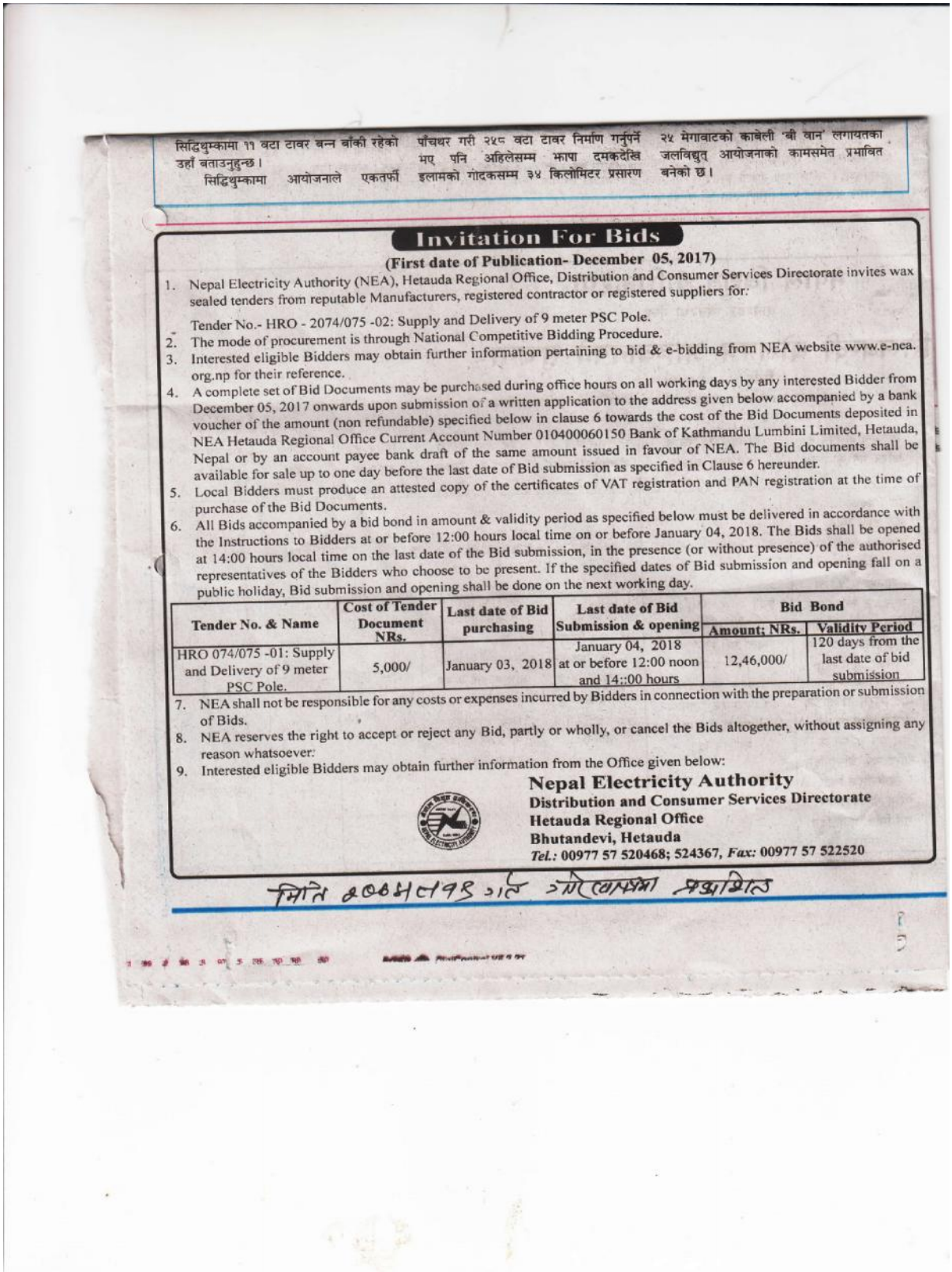

सिद्धिथुम्कामा ११ वटा टावर बन्न बाँकी रहेको उहाँ बताउनुहुन्छ ।
सिद्धिथुम्कामा आयोजनाले एकतर्फी पाँचथर गरी २५८ वटा टावर निर्माण गर्नुपर्ने भए पनि अहिलेसम्म झापा दमकदेखि इलामको गोदकसम्म ३४ किलोमिटर प्रसारण २५ मेगावाटको काबेली 'बी चान' लगायतका जलविद्युत् आयोजनाको काममेत प्रभावित बनेको छ ।

Invitation For Bids

(First date of Publication- December 05, 2017)

1. Nepal Electricity Authority (NEA), Hetauda Regional Office, Distribution and Consumer Services Directorate invites wax sealed tenders from reputable Manufacturers, registered contractor or registered suppliers for:

   Tender No.- HRO - 2074/075 -02: Supply and Delivery of 9 meter PSC Pole.
2. The mode of procurement is through National Competitive Bidding Procedure.
3. Interested eligible Bidders may obtain further information pertaining to bid & e-bidding from NEA website www.e-nea.org.np for their reference.
4. A complete set of Bid Documents may be purchased during office hours on all working days by any interested Bidder from December 05, 2017 onwards upon submission of a written application to the address given below accompanied by a bank voucher of the amount (non refundable) specified below in clause 6 towards the cost of the Bid Documents deposited in NEA Hetauda Regional Office Current Account Number 010400060150 Bank of Kathmandu Lumbini Limited, Hetauda, Nepal or by an account payee bank draft of the same amount issued in favour of NEA. The Bid documents shall be available for sale up to one day before the last date of Bid submission as specified in Clause 6 hereunder.
5. Local Bidders must produce an attested copy of the certificates of VAT registration and PAN registration at the time of purchase of the Bid Documents.
6. All Bids accompanied by a bid bond in amount & validity period as specified below must be delivered in accordance with the Instructions to Bidders at or before 12:00 hours local time on or before January 04, 2018. The Bids shall be opened at 14:00 hours local time on the last date of the Bid submission, 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. & Name	Cost of Tender Document NRs.	Last date of Bid purchasing	Last date of Bid Submission & opening	Bid Bond	
				Amount; NRs.	Validity Period
HRO 074/075 -01: Supply and Delivery of 9 meter PSC Pole.	5,000/	January 03, 2018	January 04, 2018 at or before 12:00 noon and 14::00 hours	12,46,000/	120 days from the last date of bid submission

7. NEA shall not be responsible for any costs or expenses incurred by Bidders in connection with the preparation or submission of Bids.
8. NEA reserves the right to accept or reject any Bid, partly or wholly, or cancel the Bids altogether, without assigning any reason whatsoever.
9. Interested eligible Bidders may obtain further information from the Office given below:

Nepal Electricity Authority
Distribution and Consumer Services Directorate
Hetauda Regional Office
Bhutandevi, Hetauda
***Tel.*: 00977 57 520468; 524367, *Fax*: 00977 57 522520**

मिति २०७५।०७।१९ गते दोस्रोपल्ला प्रकाशित

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Section I. Instructions to Bidders

Section I. Instructions to Bidders

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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 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 GoN Funded: In accordance with its annual program and budget, approved by the GoN, the Purchaser 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 DP Funded: The GoN 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 GoN 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 GoN and upon approval by the DP in accordance with the terms and conditions of the financing agreement between the GoN 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 GoN shall derive any rights from the Loan Agreement or have any claim to the funds. 2.3 Public Entity's Resources Funded.
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 GoN/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 GoN's/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;

(c) 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 after submission of bids for distribution of works among bidders or fixing artificial/uncompetitive bid price with 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 from all countries, except for any ***specified 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. Section 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.
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	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

Conformity of the Goods and Related Services to the Bidding Document	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.
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. 21.4 If a Bid Security is specified pursuant to ITB 21.1, the Bid Security of unsuccessful Bidders shall be returned within three (3) days upon the successful Bidder furnishing of the signed Contract Agreement and the Performance Security pursuant to ITB 42. 21.5 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. 21.6 The Bid Security may be forfeited: (a) if a Bidder withdraws its Bid 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. 21.7 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 initialed by the person signing the Bid.

D. Submission and Opening of Bids

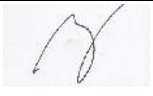
23. Sealing and Marking of Bids	23.1 Bidders may always submit their bids by mail or by hand or by courier, but in any means bid must be delivered within the deadline of submission as mentioned in ITB 24. When so ***specified in the BDS***, Bidders have the option of submitting their bids electronically. 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***. 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	26.1	A Bidder may withdraw or modify its Bid after it has been submitted 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 22.2 (except that Withdrawal Notices do not require copies). The corresponding withdrawal or modification of the Bid must accompany the respective written Notice. All Notices must be: (a) submitted in accordance with ITB 22 and 23 (except that Withdrawal Notices do not require copies), and in addition, the respective envelopes shall be clearly marked "Withdrawal", "Modification"; and (b) received by the Purchaser prior to the deadline prescribed for submission of bids, in accordance with ITB 24.
	26.2	Bids requested to be withdrawn in accordance with ITB 26.1 shall be returned unopened to the Bidders.
	26.3	No Bid shall be withdrawn or modified in the interval between the deadline 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***. Any specific electronic bid opening procedures required if electronic bidding is permitted in accordance with ITB 23.1, shall be as ***specified in the BDS***.
	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.

E. Evaluation and Comparison of Bids

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 ITB 12. 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-conformi-ties	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	34.1 If the price of goods manufactured in Nepal, are higher up to ten

Preference		percent 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. (This Clause shall be applicable only for GoN funded procurement.)
35. Evaluation and Comparison of Bids	35.1 35.2	The Purchaser shall evaluate and compare each Bid that has been determined, up to this stage of the evaluation, to be substantially responsive. 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 36.2 36.3	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. 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. 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.

F. Award of Contract

38. Award Criteria	38.1	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.
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 price less than 15 percent of the cost estimate, the performance security amount shall be determine 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 VAT.
	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.
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	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.

Section II. Bid Data Sheet

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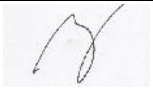
A. Introduction	
ITB 1.1	Name of the Purchaser**:** **Hetauda Regional Office** **Distribution & Consumer Services Directorate** **Nepal Electricity Authority** **Bhutandevi Road, Hetauda**
ITB 2.1	Identification number of the Contract: **Tender No:- HRO-2074/075-02** **for Supply and Delivery of 9 mtr. Long PSC Pole**
ITB 2.1	Name of the Project: **NEA** Name of the DP: **Not Applicable** Implementing Agency: **Nepal Electricity Authority** Select one option as appropriate. **NEA Funded**
ITB 4.1	Bidders from the following countries are not eligible: **Not Applicable**
ITB 4.9	The foreign Bidder at the time of bid submission: **Not Applicable**
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: **Regional Chief** Name of the Purchaser: **Hetauda Regional Office** **Distribution & Consumer Services Directorate** **Nepal Electricity Authority** City/Town: **Hetauda** District: **Makawanpur** Country: **Nepal** Telephone: **+977-57-524367** Facsimile Number: **+977-57-520468** Electronic Mail Address: **nea.hro@gmail .com**
ITB 8.1	The Deadline for clarification: **The purchaser will respond in writing to any request for clarification provided that such request is received no later than ten**

	(10) days prior to the deadline date for submission of bid.
ITB 8.2	Pre-Bid meeting ***shall not*** be organized.
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 (i) **Power of Attorney** (ii) **Joint Venture Agreement/Authorization (if any)** (iii) **Manufacturer's Authorization, if necessary** (iv) **Test Certificate** (v) **End User's Certificate** (vi) **An ISO Certificate** (vii) A notarized written declaration made by the Bidder stating that the Bidder is not ineligible to participate in the Bid; has no conflict of interest in the proposed bid procurement proceedings and has not been punished for the profession or businesses related offence. (viii) **Other document as needed**
ITB 14.1	Alternative Bids: **Not permitted.**
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 final destination is:** **The store of the NEA, Hetauda Regional Office, Hetauda.**
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 Registration Certificate ▪ Notarized Copy of Business Registration Certificate ▪ Notarized Copy of VAT and PAN Registration Certificate, ▪ Notarized Copy of Tax Clearance Certificate/Tax returns submission evidence for the F/Y **2072/073**. ▪ 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.
ITB 19.2	A Manufacturer's Authorization letter is required for all the items listed in Section V Schedule of Requirements, if the Bidder itself is not a manufacturer.
ITB 19.3	The Bidder **is not** 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 **90** days.
ITB 21.1	The Bidder shall furnish a bid security, from "A" class commercial bank with a minimum amount of **NRs.12,46,000.00** (Inclusive of VAT), 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 Deposit Account No.: **010400060210 Deposite Account of NEA, Hetauda Regional Office at Bank of Kathmandu, Hetauda** 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: **Shall have Two.**
ITB 22.2	The written confirmation of Authorization to sign on behalf of the Bidder shall consist of: **Notarized 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	If bidders submit their bids electronically, the electronic bidding submission procedures shall be: **As specified below and mentioned in special instruction to Bidders for e-Bidding.**
ITB 24.1	For bid submission purposes only, the Purchaser's address is: **Hetauda Regional Office** **Distribution & Consumer Services Directorate** **Nepal Electricity Authority** **Bhutandevi Road, Hetauda** **Makawanpur, Nepal** **Tel: +977-57-524367 Fax: +977-57-520468**
ITB 24.1	The deadline for bid submission is: Date: **January 04, 2018** Time: **At or before 12:00 hrs (Local Time)**



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: **Hetauda Regional Office** **Distribution & Consumer Services Directorate** **Nepal Electricity Authority** **Bhutandevi Road, Hetauda** **Makawanpur, Nepal** **Tel: +977-57-524367 Fax: +977-57-520468** Date: **January 04, 2018** Time: **At 14:00 hrs (Local Time)** Place: **NEA, Hetauda Regional Office, Hetauda**
ITB 27.1	If electronic bid submission is permitted in accordance with ITB 23.1, the specific bid opening procedures shall be: **As specified below.**
E. Evaluation and Comparison of Bids	
F. Award of Contract	
ITB 39.1	The maximum percentage by which quantities may be increased is: **15%** The maximum percentage by which quantities may be decreased is:**15%**
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 30,000,000 (thirty 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.	***This clause is modified as:*** 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 NEA, Financial Administration Regulation, 2068 shall prevail.

Special Instruction to Bidders for E-Bidding

*

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.

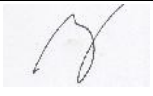
Description of bid submission procedure through electronically (e-submission) only:

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	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 for F/Y 072/73	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	
11	Applicable Price Adjustment Table	Price adjust-11	Mandatory if applicable	
12	Complete BOQ	BOQ-12	Mandatory	
13	Eligibility Information	Eligibility-13	Mandatory	Additional Documents
14	Schedule of Requirement	Sch. Of Req.-14	Mandatory	
15	Manufacturers Authorization	Auth-15	Not Mandatory	
16	Technical Data Sheet	TDS-16	Mandatory	



17	Catalogues mentioned in Technical Specification	Catalogues-17	Mandatory	
18	Type Test Certificate	Certificate-18	Not Mandatory	
19	ISO certificates	ISO-19	Not Mandatory	

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.eproc.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.eproc.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.eproc.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;

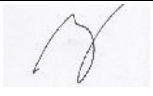
- Bidders shall be also explained about the details of e-submission procedures in the pre-bid meeting.
- The e-procurement system will accept the e-submission of bid during office hours from the date after publishing the notice and will automatically not allow the e-submission of bid after the deadline 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 III. Evaluation and Qualification Criteria

1.Evaluation Criteria

Criteria for Bid evaluation are to be determined case by case basis. Select as appropriate from criteria listed in ITB 35.2. Retain only the evaluation method to apply and the relevant parameters in ITB 35.2 corresponding to the retained criteria.

a) Inland transportation from EXW to **The site store of the Hetauda Regional Office of NEA** and insurance and incidentals.

Bidder shall furnish:

- estimated dimensions and shipping weight of each package.

b) Delivery schedule : Relevant parameters of delivery :

(i) Earliest: **within One Hundred Twenty (120) days from the date of signing the Contract Agreement.**

(ii) Acceptable: **within One Hundred Twenty (120) days from the date of signing the Contract Agreement.**

(iii) Final: **within One Hundred Twenty (120) days from the date of signing the Contract Agreement.**

No credit will be given to deliveries before the earliest date, and bids offering delivery after the final date shall be treated as non responsive

c) Reduction in Bid Price for

Deviation in payment schedule: **Not Applicable**

d) Cost of spare parts: **Not Applicable**

Initial year of operation is: **Not Applicable**

List of items required is annexed to the technical Specifications.

e) Spare parts and after sales service facilities are **Not Applicable**

f) Operating and maintenance costs:- **Not Applicable**

Factors for calculation of the life cycle cost:

i. number of years for life cycle:

ii. operating costs:

iii. maintenance costs: and

iv. rate, as a percentage, to be used to discount all annual future costs calculated

under (ii) and (iii) above to present value.

Or,

Reference to the methodology specified in the Technical Specifications or elsewhere in the Procurement documents.

2.Qualification Criteria

Failure to fulfill any of the requirements specified in Qualification Requirements given below shall result in disqualification of the bid.

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.

2. Legal Status

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

The Bidder shall be a manufacturer or Supplier or contractor legally registered in Nepal for at least five (5) years Conducting business. A notarized copy of Legal registration certificate shall be submitted along with the Bid.

2.2 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 entities 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 partner shall not exceed three (3)

(c) The Partners of the JV shall be legally registered for at least five (5) years for conducting business.

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

3. Financial Capacity of the Bidder

3.1 Financial Statements:

The bidder including joint venture partners, if any, shall submit audited financial statements (Balance Sheet and Profit and Loss Account) for the last three (3) fiscal consecutive years **(2070/071, 2071/072 & 2072/073)**. Balance sheet and Profit & Loss Account sheet must be signed and sealed by the registered auditor(s).

3.2 Line of Credit:

In the event that the working capital of the bidder (including each of the JV partner in the case of JV) 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 the 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.

3.3 Average Annual Turnover

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

The bidder must have an Average Annual Turnover (defined as the total payments received by the bidder averaged over last three consecutive years period-**2070/071, 2071/0723 & 2072/073**) of not less than **NRs 2,49,08,500.00**

(b) For the JV Bidder:

The Average Annual Turnover of the lead partner shall not be less than **40**% of the amount stated above in sub-clause 3.3 (a). The Average Annual Turnover of other partners shall not be less than **25**% of the amount stated in sub-clause 3.3 (a). Aggregate Annual Turnover (with line of credit facilities) of all the JV partners shall not be less than the values specified in sub-clauses 3.3 (a).

3.4 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. 1,66,05,700.00** in the last Fiscal Year **(2072/073).**

If the bidder's Working Capital is inadequate, the bidder shall supplement this with Banker's letter confirming the availability of a line of credit such that the 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:

Working Capital of the lead partner shall not be less than **40**% of the amount stated in sub-clause 3.4 (a). Working Capital of other partners shall not be less than **25**% of the amount stated in sub-clause 3.4(a). Aggregate Working Capital (with line of Credit facilities) of all the JV Partners shall not be less the values specified in sub-Clause 3.4(a).

4. Manufacturing Experience

4.1 In case the bidder is not the manufacturer of the Goods offered, the bidder shall submit manufacturer's certificate authorizing the bidder to supply the manufacturers' Goods. 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.

4.2 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.

4.3 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 Forum (IAF) or other reputed accreditation agencies.

In case of 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 a laboratory owned or nominated by the Client/Employer before delivery of the corresponding equipment at no extra cost to the Client/Employer.

4.4 The bidder shall submit at least two numbers of end user certificates showing that the manufacturer has successfully completed the supply of at least **twice the bid quantity of offered items** as a main supplier over last five (5) 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.

4.5 The manufacturer shall be a legally registered for at least five (5) years for conducting business similar to the one of which the Bids is invited. A notarized copy of legal registration certificate shall be submitted along with the Bid.

4.6 The manufacturer shall have Average Annual Turnover (defined as the total payments received by the Bidder averaged over last three consecutive years **2070/071, 2071/072& 2072/073** period) for foreign manufacturer of not less than **NRs 14,94,50,700.00** and for domestic manufacturer not less than **NRs. 2,49,08,500.00**

5. 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.

Section IV. Bidding Forms

Section IV. Bidding Forms

Table of Forms

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12. Declaration Form (for E-bidding) 60

1. 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: _____

We, the undersigned, declare that:

(a) We have examined and have no reservations to the Bidding Document, including Addenda 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: _____
_____;

(c) The total price of our Bid, excluding any discounts offered in item (d) below is: _____
_____;

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

(e) Our Bid shall be valid for a period of _____ 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 _____percent 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

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

(m) We agree to permit GoN/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 GoN/DP.

Name _____

In the capacity of _____

Signed _____

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

Date _____

2. Bidder's Information Form

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

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	

3. 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:	

4. 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).

5. 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	

6. 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.

7. 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

8. 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.

Price Schedules

9. Price Schedule for Goods

Name of Bidder: _____

Contract Identification Number: **HRO-2074/075-02 for Supply and Delivery of 9 mtr. Long PSC Pole .**

Delivery Site: **Store of different Distribution Centres of NEA as below.**
(1) Birgunj (2) kalaiya, (3) Gaur, (4) Chandranigahpur, (5) Simara, (6) Hetauda, (7) Pokhariya (8) Tani, (9) Bharatpur.

Item	Description	Country of Origin	Unit	Quantity	Unit price1 EXW (in NRs)		Total price EXW (in NRs) (cols. 5x6)
					In Figure	In Words	
1	2	3	4	5	6		5x6=7
1	**Supply and Delivery of 9 mtr. Long PSC Pole.**		**Nos.**	**6450**			
						Total	
						VAT 13%	
						Grand Total	

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

Name _____

In the capacity of _____

Signed _____

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

Date _____

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

10. 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]***

Beneficiary: ***[insert Name and Address of Purchaser]***

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 _____

11. 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: _____

WHEREAS _____ who are official manufacturers of _____ having factories at _____ do hereby authorize _____ exclusively to submit a Bid in relation to the Invitation for Bids indicated above, the purpose of which is exclusively to provide the following Goods, manufactured by us _____ and to subsequently negotiate and sign the Contract.

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: _____

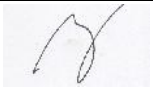
Signed _____

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

Date _____

12. 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	Performance(or user) Certificate/s (Bidder)	1				
		2				
		3				
		4				
		.				
		.				
12	Manufacturer's Authorization/s	1				
		2				
		3				
		4				
		.				
		.				
13	Power of Attorney from the Company to Issue the Manufacturers Authorization on Company's behalf					
	Business License of Manufacturer/s	1				
		2				
		3				



14		**4**				
		.				
		.				
15	**User Certificate/s (Manufacturer)**	**1**				
		2				
		3				
		4				
		.				
		.				
16	**ISO Certificate/s**	**1**				
		2				
		3				
		4				
		.				
		.				
17	**Type Test Report/s or Test Report/s (if required as per specification)**	**1**				
		2				
		3				
		4				
		.				
		.				
18	**Technical Data Sheet**	**1**				
		2				
		3				
		4				
		.				
		.				
19	**Other Certification (as per requirements)**	**1**				
		2				
		3				
		4				
		.				

Section V. Schedule of Requirements

Section V. Schedule of Requirements

Contents

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2. Delivery and Completion Schedule 64

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1. List of Goods and Related Services

S.N.	Description	Unit	Qty.
1	Supply & Delivery of PSC Pole 9m long (As per Technical Specification).	nos	**6450**

2. Delivery and Completion Schedule

Delivery shall take place in compliance with the dates, duration, and locations indicated below:

2.1 (Delivery Schedule)

Delivery Site: NEA stores as specified in the Delivery Schedules.
Delivery Period: Ninety (120) Days

S.N.	Description	Unit	PSC Pole 9m long	First Lot	Second Lot	Third Lot
			Qty.	(Within 40days)	(Within next 40days)	(Within last 40days)
1	Birgunj	nos.	500	40%	40%	20%
2	Kalaiya	nos	500	40%	40%	20%
3	Simara	nos.	500	40%	40%	20%
4	Gaur	nos.	1800	40%	40%	20%
5	Chandranigahpur	nos.	500	40%	40%	20%
6	Hetauda	nos.	850	40%	40%	20%
7	Tandi	nos.	300	40%	40%	20%
8	Bharatpur	nos.	1000	40%	40%	20%
9	Pokhariya	nos.	500	40%	40%	20%
	TOTAL	**nos.**	**6450**	**40%**	**40%**	**20%**

2.2 (Completion Schedule)

Line Item No	Description of Goods	Quantity	Physical unit	Final Destination as specified in BDS	Delivery Date		
					Earliest Delivery Date	Acceptable Delivery Date	Bidder's offered Delivery date [*to be provided by the bidder*]
1.	**2**	**3**	**4**	**5**	**6**	**7**	**8**
1.	Supply & delivery of 9 mtr. Long PSC Pole.	6450	Nos.	Site store of Hetauda,Simara, Birungj, Kalaiya, Gaur, Chapur, Tandi, Bharatpur, Pokhariya	Within 120 days	Within 120 days	

Note: The delivery period shall start as of: the date of signing the contract.

Seal and Signature of the Bidder:

As representative for

Address:

Date:

3. Technical Specifications

PRE-STRESSED CONCRETE POLE

1. Scope

These specifications apply to design, manufacture, and testing of rectangular pre-stressed concrete poles for use in electrical distribution.

2. Description

2.1 The pre-stressed concrete pole shall be designed and fabricated in full compliance with IS: 1678-1978, or latest revision thereof or any other national or international standards that ensures at least equal or better quality to the standard mentioned above, will also be acceptable.

3. Load

3.1 The working loads of various pole categories are given in Table 1. The design ultimate strength shall be calculated using a safety factor of 2.5. The working load on the pole is applied at 0.6m from the top with the pole planted to a depth of 1.8m. Pole Attributes are listed in Table2.

4. Design

4.1 The poles shall be as per following design parameters and the dimensions shall be shown in Dwg.

Design Parameters:	
Concrete mix:	M40
Nominal diameter of pre-stressing wire:	Refer Table 2
Working Load:	Refer Table 1
Depth of Plantation:	Refer Table 2
Point of Application of Load:	Refer Table 2

Further design details are given in Dwg attached at the end of this section.

4.2 The minimum strength of concrete in the pole shall meet the requirements laid down in IS: 1343-1980 and IS: 456-1978 or in any other equivalent national or international standards.

4.3 **Pre-stressing steel:**

The Pre-stressing steel wires should confirm to IS: 1785(Part-I)-1983 and IS: 1785(Part-II)-1983 (Specification for plain hard drawn steel wire for pre-stressed

concrete); OR IS: 6003: 1970 (Specification for indented wire for pre-stressed concrete). The plain wire should be of 4 mm in diameter with a guaranteed ultimate strength of 175 kg/mm$^{2.}$

The strands shall be made from cold-drawn non-alloy steel (high carbon content) wires. The seven-wire strand consists of a group of wires arranged in stranded formation and shall have the following properties. The seven-wire strands shall confirm to IS: 6003-1970, or latest revision thereof or any other equivalent national or international standards.

Geometrical Properties:

Type of material:	Seven-wire strand
Nominal diameter of strand:	7.9 mm (7/2.6 mm)
Nominal cross-sectional area of strands:	37.4 mm^2

Mechanical Properties:

Nominal mass of strand:	294 g/m
Minimum breaking load:	64.50 KN
0.2% proof loads:	54.70 KN

Long Term Behavior:

Maximum relaxation after 1000 h of operation at initial load equivalent to 60%, 70% and 80% of breaking load shall not be higher than 1.0%, 2.5% and 4.5% respectively.

4.4 The pre-stressing strands shall be accurately positioned and satisfactorily protected against the formation of rust or other corrosion prior to the placement of the concrete. All prestressing strands shall be free from loose rust, dirt, grease, oil and other lubricants or substance that might impair their bond with the concrete.

4.5 The cement employed shall be the Ordinary Portland Cement (OPC), which shall conform to the chemical and physical requirements as set forth in IS: 269-1976, or any other equivalent national or international standards.

4.6 The amount of concrete cover on the outside of the pre-stressed reinforcement shall be not less than 20 mm.

4.7 The pole shall include cast-in holes. Typical hole patterns are shown in the drawings. Hole patterns must be confirmed with the NEA prior to manufacture.

4.8 All poles shall be unpolished but free of roughness, chips, excess cements, and other surface irregularities. All poles shall present a straight and symmetrical appearance after erection. The corners of all the poles shall be rounded so that they do not present a dangerously sharp edge, which could cause tearing or excessive wearing of safety belts.

4.9 All poles shall be provided with lifting hooks at two points for loading and unloading of poles.

Table 1 Working Load

S. No.	***Pole Length (m)***	***Design Load (kgf)***
1	11	350
2	10	350
3	9	200
4	8	200

4.10 Reinforcement:
(a) Reinforcing bars used for the manufacture of 8m and 9m pre-stressed concrete pole should be of IS: 1785(Part I)- 1985 (Part II)-1967

(b) Reinforcing wire used for the manufacture of 10.4m and 11m pre-stressed concrete pole should be of IS: 6003-1970

4.11 Cement:
For the manufacture of pree-stressed concrete pole, the cement shall be of Ordinary Portland Cement confirming to IS: 269-1976 or rapid-hardening Portland cement confirming to IS: 804IE-1976 or Portland Slag Cement confirming to IS: 455-1976 of Portland Pozzolana Cement confirming to IS: 1489-1976.

4.12 Concrete:
The design of concrete mix shall confirm to the requirement as in IS: 1343-1960.

4.13 Agreegate:
Agreegate used for the manufacture of pre-strressed concrete pole shall confirm to IS: 383-1970. As per standards, the maximum size of the agreegate shall not exceed more than 20mm.

5. Tests

Definition of various types of loads:

Working load = *Expected Load*

Design Working Load = *Expected Load X Factor of Safety (FOS)*

Ultimate Transverse Load (UTL) = *Load when applied to 600 mm below from top or at specified point of the pole, the failure occurs.*

Minimum Ultimate Transverse Load (MUTL) = *Load when applied to 600 mm below from top or at specified point of the pole, the first crack appears.*

Design Transverse Load (DTL) = *Design Working Load*

Design Transverse Load (DTL) = *Design load at the transverse direction at which the first crack expected to appear (given by the Designer after calculation)*

The Design Ultimate Transverse Load (**DUTL**) *is less or equal to Ultimate Transverse Load*

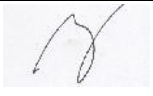
5.1 *Transverse Strength Test*

The pole shall be rigidly supported at the butt end for a distance equal to the specified planting depth. The load shall be applied at a point specified in Table 2 from the top of the pole and shall be steadily and gradually increased to the design transverse load until the occurrence of the first crack. The deflection is then measured. Prior to the application of the design transverse load there shall be no crack.

The load shall then be reduced to zero and increased gradually to a load equal to the first crack load plus 10% of the minimum ultimate transverse load, and held for 2 minutes. This procedure shall be repeated until the load reaches the value of 80% of the minimum ultimate transverse load and thereafter increased by 5% of the minimum ultimate transverse load until failure. Each time the load is applied, it shall be held for 2 minutes. The ultimate transverse load shall not be less than the design ultimate transverse load.

5.2 *Measurement of Cover*

The cover shall be measured at 3 points, one within 1.8m from the butt end of the pole, second within 0.6m from the top and the third at the intermediate point. The mean value of the measured cover should not differ by more than +/-1 mm from the specified value, and the individual value should not differ by more than+/-3 mm from the specified value.



5.3 The number of poles selected for testing and their conformity criteria shall be as follows:

Lot Size	***Sample Size***	***Permissible No. of Defective Samples***	***No. of Poles for Transverse Strength Test***
Upto 100	10	1	2
101 to 200	15	1	3
201 to 300	20	2	4
301 to 500	30	3	5

5.4 All the poles selected in 5.3 shall be tested for overall length, cross-section and uprightness. The tolerance shall be +/-15 mm on overall length, +/-3 mm on cross-sectional dimensions, and 0.5% on uprightness.

5.5 The number of poles which do not satisfy the requirements of overall strength, cross-section and uprightness shall not exceed the number given in 5.3. If the number of such poles exceeds the corresponding number, all poles in the lot shall be tested for requirements, and those not satisfying the requirements shall be rejected.

5.6 All the poles tested for transverse strength test shall satisfy the requirements of the test. If one or more poles fail, twice the number of poles originally tested shall be selected from those already selected and subjected to test. If there is no failure among these poles, the lot shall be considered to have satisfied the requirements of the test.

5.7 In any batch, all poles of the same class and same dimensions shall be grouped together to make a lot for the testing.

5.8 Transverse strength test must be conducted in accordance with IS: 2905-1966. A pre-stressed concrete pole shall be deemed not to have passed the test if cracks wider than 0.1mm appear at a stage prior to the application of the design transverse load at first crack and/or the observed ultimate tranverse load is less than design ultimate transverse load.

6. Marking

The pole shall be cleanly engraved and/or indelibly marked with the following details:

a) Day, month and year of manufacture, at approximately 3m from the butt end;
b) Specified working load in kg, at approximately 3m from the butt end;
c) The design lifting point;

d) Tender No.: ……. and manufacturer's name ……

7. **Handling:**

The handling of PSC Pole from manufacturer's premises to the Employer's delivery sites should be as per ISM 7321-1979.

8. **Bid Documentation**

8.1 The Bidder shall furnish following documents together with Bid;

(a) Two (2) clear copies of the Standards, governing fabrication and testing of Pre-stressed Concrete Poles and Two (2) clear copies of other standards indicated in the specifications.

(b) Two (2) clear copies of detailed design and drawings of each type of pole.

(c) Two (2) clear certified copies of all type tests report / test report performed on similar poles of same sizes and similar working loads.

(d) A clause-by-clause commentary on specification, specifying compliance and deviations, if any.

8.2 The Bidder shall provide the following details:

(a) Pole dimensions in cross-section and pole taper;
(b) Location and size of pre-stressing strands;
(c) Hole locations
(d) Design ground line
(e) Marking of the lifting point
(f) Minimum ultimate transverse load
(g) Transverse load at first crack
(h) Concrete design mix and cement specification
(i) Specifications of the pre-stressing strands, their tensile strength and sizes

8.3 Requirement for the Bidders:

(a) The bidders must have to provide the design of the pre-stressed concrete Pole for approval and sample test will be carriedout in bidder's premises, after that only the employer will give order for mass production.

(b) Prior to sample test and approval, the bidder shall have to provide the certificate of concrete cube test (M40) either doing in their own premises or from other certified test lab.

Table 2 Pole Attributes

S.No	Description	Unit	9m PSC Pole
1	Standard		IS 1678-1971
2	Length of PSC Pole	m	9
3	Weight of Pole	kg	507.5
3	Size	mm	315*115*105
4	Working Load	kgf	200
5	Ultimate Load	kgf	500
6	Concrete Grade		M40
7	**Pre-stressing wire**		
	Diameter	mm	4
	Standard		IS 1785-1983
8	Factor of Safety		2.5
9	No of Tensioned wire	Nos.	12
10	No of untensioned wire	Nos.	2
11	Minimum Ultimate transverse Strength	kgf	500
12	Cement Specifications		OPC IS:269-1976
13	Concrete quantity per pole	m^3	0.203
14	Steel quantity per pole	kg	11.54
15	Depth of Plantation	m	1.5
16	Point of application of load from pole top	m	0.6

Technical Data Sheet

(To be filled by the Bidder/Manufacturer)

S.No	Description	Unit	9m PSC Pole
1	Manufacturer		
2	Governing Standard		
3	Length of PSC Pole	m	
3	Weight of Pole	kg	
4	Size	mm	
5	Working Load	kgf	
6	Ultimate Load	kgf	
7	Concrete Grade		
8	**Pre-stressing wire**		
	Diameter	mm	
	Standard		
9	Factor of Safety		
10	No. of Tensioned wire	Nos.	
11	No. of untensioned wire	Nos.	
12	Minimum Ultimate transverse Strength	kgf	
13	Cement Specifications		
14	Concrete quantity per pole	m^3	
15	Steel quantity per pole	kg	
16	Depth of Plantation	m	
17	Point of application of load from pole top	m	
18	Catalogue and Test Report attached?		

Seal and Signature of the Bidder:

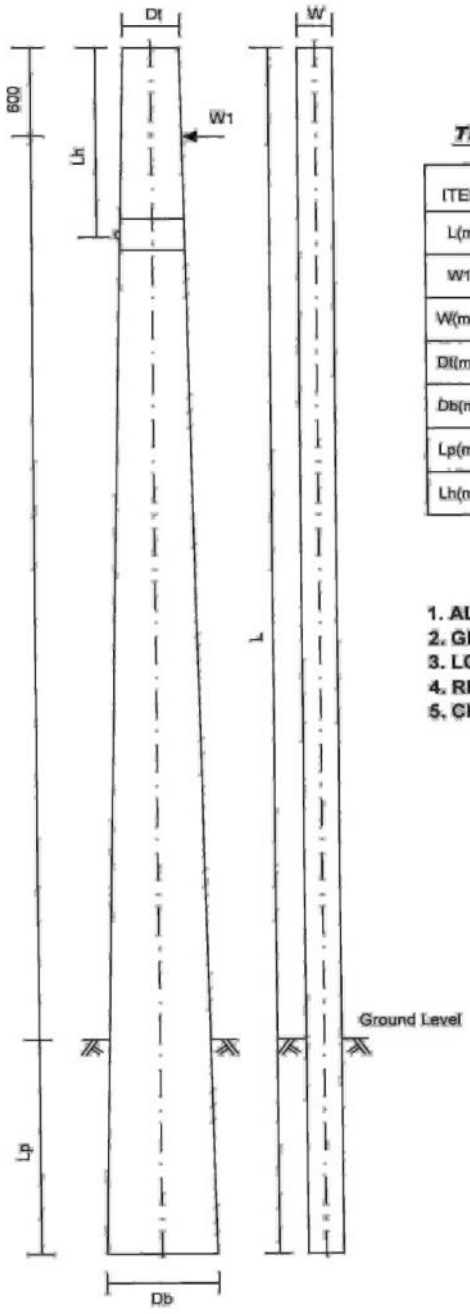
As representative for

Address:

Date:

4. Drawings

DRAWING OF TYPICAL PSC POLE



SECTIONAL ELEVATION

All dimensions are in mm.

TECHNICAL PARTICULARS

ITEM	8m	9m	11m
L(m)	8	9	11
W1	160	200	350
W(mm)	90	100	150
Dt(mm)	145	150	200
Db(mm)	290	320	395
Lp(mm)	1500	1500	1850
Lh(mm)	1600	1750	2000

1. ALL DIMENSIONS ARE IN MM.
2. GRADE OF CONCRETE M40 (min)
3. LOAD FACTOR 2.5
4. RELEASE STRENGTH 200 Kg/cm^2 (min)
5. CHAMFER 15mm SHALL BE PROVIDED AT THE BOTTOM EDGE.

NOTE: HOLE PATTERN SHALL BE DECIDED AT THE TIME OF CONTRACT NEGOTIATIONS

NEPAL ELECTRICITY AUTHORITY
DISTIBUTION AND CONSUMER SERVICES
KOSHI-MECHI REGIONAL OFFICE

TYPICAL PSC POLE

SCALE : NOT IN SCALE
DATE :
DRAWING No. : 01

Section VI. General Conditions of Contract

Section VI. General Conditions of Contract

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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"2 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;

[2] 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.

(iii) "collusive practice"3 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"4 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 GoN/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 GoN/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:

(a) if it is established that the Supplier committed acts specified in ITB 3.2,

(b) 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

(a) The meaning of any trade term and the rights and obligations of parties there under shall be as prescribed

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

[4] a "party" refers to a participant in the procurement process or contract execution.

by Incoterms.

(b) 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 or Association

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 fulfillment of the provisions of the Contract and shall designate one party 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 If the parties fail to resolve such a dispute or difference by mutual consultation within thirty (30) days from the commencement of such consultation, either party may require that the dispute be referred for resolution to the formal mechanisms specified in the SCC.

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

12.1 The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance

Responsibilities		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 fulfillment of all the obligations stipulated in the Contract.
	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 Requirements Requirements. During 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 traveling 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 it's 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.

GCC 1.1(i)	The Purchaser's country is: **Nepal.**
GCC 1.1(j)	The Purchaser is: **Hetauda Regional Office** **Distribution & Consumer Services Directorate** **Nepal Electricity Authority** **Bhutandevi Road, Hetauda** **Nepal** **Tel: +977-57-524367,** **Fax: +977-57-520468**
GCC 1.1 (p)	The Site is: **Chapur, Gaur, kalaiya, Birgunj, Hetauda, Simara, Tandi, Bharapur & Pokhriya**
GCC 4.2 (b)	The version of Incoterms shall be: **Incoterm 2010**
GCC 5.1	The language shall be: ***Nepali or English***
GCC 7.1	For **notices**, the Purchaser's address shall be: Name and Address of the Purchaser: **Hetauda Regional Office** **Distribution & Consumer Services Directorate** **Nepal Electricity Authority** **Bhutandevi Road, Hetauda** **Nepal** Telephone number: **+977-57-524367** Facsimile number: **+977-57-520468** e-mail Address**: nea.hro@gmail.com**
	For **notices**, the Suppliers's address shall be: Name and Address of the Supplier: Telephone number: Facsimile number: e-mail Address:

GCC 9.2	The formal mechanism for the resolution of disputes shall be: **[*insert type & description*]** A dispute of the procurement contract having contract price valuing up to one hundred million Rupees shall be resolved by the adjudicator and a dispute of the procurement contract having contract price more than that shall be resolved by a three-member dispute resolution committee. The adjudicator or dispute resolution committee shall deliver its decision within thirty days of submission of dispute before him/it stating the reasons and grounds for sustaining and not sustaining the claim of the concerned party. A party not satisfied with the decision shall start, within thirty days of such decision being made, the proceedings of resolving such dispute through arbitration. **In the case of dispute between the Purchaser and the Supplier, the dispute shall be referred to arbitration in accordance with the rules of Nepal Council of Arbitration"**
GCC 10.1	The Scope of Supply shall be defined in: [**insert "Section V, Schedule of Requirements" or indicate where the Scope of Supply shall be defined. At the time of awarding the Contract, the Purchaser shall specify any change in the Scope of Supply with respect to Section V, Schedule of Requirements included in the Bidding Document. Such changes may be due, for instance, if the quantities of Goods and Related Services are increased or decreased at the time of award.]**
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) Copy of packing list indentifying the contents of each package;** **c) Delivery note, railway receipt, or truck receipt;** **d) Manufacturer's or Supplier's warranty certificate;** **e) Certificate of origin; and** **f) Inspection certificate issued by the nominated inspection agency, and 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]**

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.**
GCC 15.1	The terms of payment to be made to the Supplier under the contract shall be as follows: **1. The payment shall be made:** **(a) through accounts division/unit of the Purchaser**
GCC 15.1	**2. Payments shall be made in Nepalese Rupees in the following manner:** **a) Advance Payment: Ten (10)] percent of the contract price shall be paid within thirty (30) days of signing of the contract, and 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: Fifty Five (55) percent of the Contract Price of the Goods delivered shall be paid within thirty (30) days of receipt of the Goods and upon submission of a claim supported by the documents specified in GCC 11.1** **c) On acceptance: Thirty (30) percent of the Contract Price of the Goods and related services delivered shall be paid within thirty (30) days upon submission of claim supported by the acceptance certificate issued by the Purchaser or its authorized person/s.** Acceptance certificate shall be issued after carrying out physical verification on 2% of delivered goods at the delivery point/s in presence of authorized representative of the Supplier and shall be subject to the goods are found in compliance with the technical specification of Contract. **d) Five (5) percent will be withheld as retention which will be paid after the warranty period and upon submission of tax clearance certificate.** **e) The Tax Deduction at Source (TDS) shall be applicable on payments as per prevailing rules in Nepal.**
GCC 17.1	The Supplier shall provide a Performance Security as per ITB 41. **The amount of the Performance Security shall be in Nepalese Rupees, and shall be valid for the period of Ninety (90) days beyond the expiration of warranty period.**

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: The Performance Security shall be discharged by the Purchaser and returned to the Supplier not latter than Ninety (90) days from the date of completion of the Supplier's Performance obligations under the Contract.
GCC 22.2	A complete packing list indicating the content of each package shall be enclosed in a water proof envelope and shall be secured to the outside of the packing case. In addition, each package shall be marked with indelible ink/paint in bold letters, as follows: a. Contract number : b. Name and address of the Purchaser: c. Country of origin, d. Gross weight e. Net weight f. Package number of total number of packages g. Brief description of content h. [Insert any other additional marking] Upright markings, where appropriate, shall be placed on all four vertical sides of the package. All materials used for packing shall be environmentally neutral. **[Note: The above requirements should be reviewed on a case-by-case basis, with amendments being made as necessary]**
GCC 23.1	The insurance coverage shall be in an amount equal to 110 percent of the EXW price of the Goods from "warehouse" to "warehouse" on "All Risks" basis, including War Risks, riots and/or Strikes.
GCC 24.1	Obligations for transportation of the Goods shall be in accordance with: **[*indicate whether the responsibility for transportation shall be in accordance with Incotems 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.*]**

GCC 25.2	Tests and Inspections specified in Section V, Schedule of Requirements, shall be carried out at the following times or milestones, and places: **[Depending on the type of Goods to be procured, there may be a need to provide for special inspections and/or tests to be carried out. In particular, this will be the case when the Goods are designed specifically for the purpose of the Project in question or where due to the nature of the Goods, there is a need to ensure compliance with certain technical specifications and requirements at an early stage. If there is a need for such special inspections and/or tests, the SSC should mention specific testing methods and the timing or milestones and places where the tests and/or inspections are to be carried out. For example insert for each test:** **Goods: _____** **Type of Test: _____** **Time or Milestone: _____** **Place: _____** **Address: _____** **Country:_____**
GCC 26.1	The applicable rate of liquidated damages shall be: **[*insert rate, i. e 0.05 percent of the Contract Price per day.*]**
GCC 26.1	The maximum amount of liquidated damages shall be: ***ten (10) percent of the Contract Price.***
GCC 27.3	The period of validity of the Warranty shall be: **[*Twelve (12)months*]** **For the purposes of the Warranty, the place of final destination shall be:** Biratnagar.
GCC 27.5	The Supplier shall correct any defects covered by the Warranty within: **[*insert period, i.e. Fifteen (15)days*]** of being notified by the Purchaser of the occurrence of such defects

Section VIII. Contract Forms

Section VIII. Contract Forms

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1. Letter of Intent

[on letterhead paper of the Employer]

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

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]

2. 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 ***[insert amount in figures and words in Nepalese Rupees]***, as corrected in accordance with the Instructions to Bidders is hereby accepted in accordance with the Instruction to Bidders.

You are hereby instructed to contract this office to sign the formal contract agreement within 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 Employer 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:

3. 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) the Purchaser's Notification to the Supplier of Award of Contract;
   (b) the Bid Submission Form and the Price Schedules submitted by the Supplier;
   (c) the Special Conditions of Contract;
   (d) the General Conditions of Contract;
   (e) the Schedule of Requirements; and
   (f) [**indicate other documents required**]

   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.

Signed by [**insert authorized signature for the Purchaser**] (for the Purchaser)

Signed by [**insert authorized signature for the Supplier**] (for the Supplier)

4. Performance Security

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

To: [**insert complete name of Purchaser**]

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**]

5. Advance Payment Security

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

To: [**insert complete name of Purchaser**]

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**]