

NEPAL ELECTRICITY AUTHORITY

(A Government of Nepal Undertaking)
LARGE GENERATION OPERATION & MAINTENANCE DEPARTMENT

KALIGANDAKI A HYDROELECTRIC POWER PLANT
BELTARI, SYANGJA, NEPAL



National Competitive Bidding (NCB)

TENDER NO. KGA-074/075-TM-15

BID DOCUMENTS FOR
SUPPLY, DELIVERY, TESTING AND COMMISSIONING OF TRANSPORTABLE SUBMERSIBLE
DREDGING PUMP

Last date and time of purchasing- 2074/12/15

Last date and time of submission- 2074/12/16 till 12:00 Noon

Opening date and time- 2074/12/16 at 14:00 PM

Fiscal Year: 2074/2075



Abbreviations

BDS	Bid Data Sheet
BD	Bidding Document
CE	European Conformity
CV	Curriculum Vitae
DCS	Delivery and Completion Schedule
DG	Diesel Generator
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
KGA	Kali Gandaki 'A' Hydropower Station
NEA	Nepal Electricity Authority
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
SRS	Schedule of Requirements
TS	Technical Specifications
UL	Underwriters Laboratories
UNCITRAL	United Nations Commission on International Trade Law



Table of Contents

INVITATION FOR BIDS.....

PART 1. BIDDING PROCEDURES.....

Section-1: INSTRUCTIONS TO BIDDERS

Section-2: BID DATA SHEET

Section-3: EVALUATION AND QUALIFICATION CRITERIA

Section-4: BIDDING FORMS

PART 2. SUPPLY REQUIREMENTS.....

Section-5: SCHEDULE OF REQUIREMENTS

PART 3. CONDITIONS OF CONTRACT AND CONTRACT FORMS.....

Section-6: GENERAL CONDITIONS OF CONTRACT

Section-7: SPECIAL CONDITIONS OF CONTRACT

Section-8: CONTRACT FORMS

Invitation for Bids

(First date of notice publication: 2074/11/16)

Invitation for Bids for **“SUPPLY, DELIVERY, TESTING AND COMMISSIONING OF TRANSPORTABLE SUBMERSIBLE DREDGING PUMP”**

Tender No.: **KGA-2074/075-TM-15**

1. NEA, KGA invites sealed bids form eligible bidders for the procurement of SUPPLY, DELIVERY, TESTING AND COMMISSIONING OF TRANSPORTABLE SUBMERSIBLE DREDGING PUMP.
2. Funds to cover eligible payments under the Contract for **KGA-2074/075-TM-15**“SUPPLY, DELIVERY, TESTING AND COMMISSIONING OF TRANSPORTABLE SUBMERSIBLE DREDGING PUMP” shall be from own funding of Nepal Electricity Authority (NEA).
3. Eligible Bidders may obtain further information and inspect the bidding documents at below mentioned offices. For e-bidding, the website is: www.e-nea.org.np.

Nepal Electricity Authority Kaligandaki 'A' Hydroelectric Power Plant Beltari, Syangja, Nepal Phone No. + 977 063-403081 Fax No. + 977 063-403082	Nepal Electricity Authority Large Generation Operation and Maintenance Department Durbar Marg, Kathmandu, Nepal Phone No. +977 -1-4153081 Fax No. +977 -1-4153081
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4. A complete set of Bidding Documents may be purchased during office hours on all working days by eligible bidders from Large Generation Operation and Maintenance Department, NEA, Durbar Marg, Kathmandu & Kali Gandaki ‘A’ Hydroelectric Power Plant, Beltari, Syangja upon submission of a written application, along with notarized copy of the valid firm registration certificates, VAT / PAN registration, tax clearance certificate up to F/Y 073/074 and a bank voucher of the amount 30(nonrefundable) as specified in the table below towards the cost of the Bidding Documents, deposited in Depository A/C Nabil Bank Ltd., Pokhara A/C No. 1201013045501 in the name of Kali Gandaki ‘A’ Hydroelectric Power Plant or Account No. 1206101-001-012524 held at Nepal Rashtra Bank, Thapathali, Kathmandu, Nepal in the name of Nepal Electricity Authority.
5. For the purpose of the bidders who choose to submit their bid electronically through e-procurement section of NEA’s website <http://www.nea.org.np>, the bidders may either purchase the hard copy of bidding documents or choose to download the necessary parts of the bidding documents, prepare their bid and submit their electronic bids as specified in the Bid Data Sheet.



6. All Bids accompanied by a bid security in amount & validity period as specified below shall be delivered in accordance with the Instructions to Bidders on or before 12:00 hrs in the address given below. The Bids shall be opened at 14:00 hours on the last date of the Bid submission in (or without) the presence of the authorized representatives of the Bidders who choose to be present. If the specified date of Bid submission and opening falls on a public holiday, Bid submission and opening shall be done on the next working day. Bids received after the deadline will be rejected.
7. NEA reserves the right to accept or reject any Bid, partly or wholly, or cancel the Bids altogether, without assigning any reason.

Tender No.:	Bid Title	Sale of Bid Documents till date (Office time)	Last date of Bid Submission, Opening Time & Place	Bid validity period	Cost of Bidding Document (NRs.)	Bid Security	
						Amount (NRs.)	Validity Period
KGA-074/075-TM-15	Supply, Delivery, Testing and Commissioning of Transportable Submersible Dredging Pump	Upto 2074/12/15	2074/12/16 till 12:00 Noon & 2:00 PM, Kaligandaki "A" HPS, Beltari, Syangja	Nrs. 3000/-	Nrs. 175,000/-	Large Generation O. & M .D., Kathmandu & Kaligandaki "A" HPS, Beltari, Syangja	30 days beyond the Bid validity period

Nepal Electricity Authority
Kali Gandaki 'A' Hydroelectric Power Plant,
Beltari, Syangja, Nepal.
Tel. : 063-403081, Fax No. : 063-403082



Part 1. Bidding Procedures



Section-1: Instructions to Bidders

A. General	
1. Scope of Bid	<p>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 5' Schedule of Requirements.</p> <p>1.2. Throughout this Bidding Document:</p> <ol style="list-style-type: none"> 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 “day” means calendar day
2. Source of Funds	<p>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.</p> <p style="text-align: center;">or,</p> <p>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.</p> <p>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.</p> <p>2.3. Public Entity's Resources Funded.</p>
3. Fraud and Corruption	<p>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;</p> <p>defines, for the purposes of this provision, the terms set forth below as follows:</p> <ol style="list-style-type: none"> (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:
 - 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
 - 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.

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;

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:

- give or propose improper inducement directly or indirectly,
- distortion or misrepresentation of facts,
- engaging in corrupt or fraudulent practice or involving in such act,
- interference in participation of other competing bidders,
- 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,
- 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,
- Contacting the Employer with an intention to influence the Employer with

	<p>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.</p> <p>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: if convicted by a court of law in a criminal offence which disqualifies the Bidder from participating in the contract, If it is proved that the bidder has committed an act contrary to ITB 3.2.</p> <p>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.</p> <p>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.</p> <p>3.6. DP Funded: In pursuance of the fraud and corruption policy, the DP. 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; 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.</p>
4. Eligible Bidders	<p>4.1. This Invitation for Bids is open to eligible Bidders from all countries, except for any specified in the BDS.</p> <p>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: all parties to the JV shall be jointly and severally liable; and 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.</p>

- 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:
- have controlling shareholders in common;
 - receive or have received any direct or indirect subsidy from any of them;
 - have the same legal representative for purposes of this Bid;
 - 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;
 - 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
- 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.
 - 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;
 - 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.

	<p>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.</p> <p>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.</p>
5. Eligible Goods and Related Services	<p>5.1. All goods and related services to be supplied under the contract are eligible, unless their origin is from a country <i>specified in the BDS</i>.</p> <p>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.</p> <p>5.3. The origin of goods and services is distinct from the nationality of the Bidder.</p>
6. Site visit	<p>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.</p> <p>6.2. The Bidder should ensure that the Purchaser is informed of the visit in adequate time to allow it to make appropriate arrangements.</p> <p>6.3. The costs of visiting the Site shall be at the Bidder’s own expense.</p>

B. Contents of Bidding Document

7. Sections of the Bidding Documents	<p>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.</p> <p>PART 1- Bidding Procedures</p> <ul style="list-style-type: none"> ▪ Section I Instructions to Bidders (ITB) ▪ Section II Bid Data Sheet (BDS) ▪ Section III Evaluation and Qualification Criteria ▪ Section IV Bidding Forms <p>PART 2- Supply Requirements</p> <ul style="list-style-type: none"> ▪ Section V Schedule of Requirements <p>PART 3- Conditions of Contract and Contract Forms</p> <ul style="list-style-type: none"> ▪ Section VI General Conditions of Contract(GCC) ▪ Section VII Special Conditions of Contract(SCC) ▪ Section VIII Contract Forms <p>7.2. The Purchaser will reject any Bid submission if the Bidding Document was</p>
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	<p>not purchased directly from the Purchaser, or through its assigned office <i>as stated in the BDS</i>.</p> <p>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.</p> <p>7.4. The Invitation for Bids issued by the Purchaser is not part of the Bidding Document.</p>
8. Clarification of Bidding Document/Pre-bid meeting	<p>8.1. A prospective Bidder requiring any clarification of the Bidding Document shall contact the Purchaser in writing at the Purchaser's address <i>indicated in the BDS</i>. The Purchaser will respond in writing to any request for clarification, provided that such request is received within the time limit <i>specified in the BDS</i> 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.</p> <p>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 <i>specified in the BDS</i> 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.</p>
9. Amendment of Bidding Document	<p>9.1. At any time prior to the deadline for submission of the Bids, the Purchaser may amend the Bidding Document by issuing addenda.</p> <p>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.</p> <p>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.</p>

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

	<p><i>specified in the BDS</i>. 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 <i>specified in the BDS</i>, in which case, for purposes of interpretation of the Bid, such translation shall govern.</p>
12. Documents Comprising the Bid	<p>12.1. The Bid shall comprise the following:</p> <ul style="list-style-type: none"> (i) Bid Submission Sheet and the applicable Price Schedules, in accordance with ITB Clauses 13, 15, and 16; (ii) Bid Security in accordance with ITB 21; (iii) alternative bids, if permissible, in accordance with ITB 14; (iv) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 22; (v) documentary evidence in accordance with ITB 17 establishing the Bidder's eligibility to bid; (vi) documentary evidence in accordance with ITB Clauses 18 and 31, that the Goods and Related Services conform to the Bidding Document; (vii) documentary evidence in accordance with ITB 19 establishing the Bidder's qualifications to perform the contract if its Bid is accepted; and (viii) any other document required in the BDS.
13. Bid Submission Sheet and Price Schedules	<p>13.1. The Bidder shall submit the Bid Submission Sheet using the form furnished in 'Section 4' 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.</p> <p>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 4' Bidding Forms.</p>
14. Alternative Bids	<p>14.1. Unless otherwise <i>indicated in the BDS</i>, alternative bids shall not be considered.</p>
15. Bid Prices and Discounts	<p>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.</p> <p>15.2. Prices quoted in the Price Schedules shall be entered separately in the following manner:</p> <ul style="list-style-type: none"> (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: <ul style="list-style-type: none"> • on the components and raw materials used in the manufacture or assembly of goods quoted ex works or ex-factory; or • 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

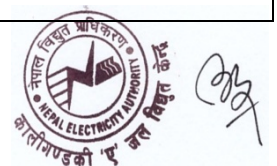
	<p>to delivery of the goods to their final destination, if <i>specified in the BDS</i>;</p> <p>(iii) the price of other (incidental) services, if any, <i>listed in the BDS</i>.</p> <p>15.3. Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account, unless otherwise <i>specified in the BDS</i>. A Bid submitted with an adjustable price quotation shall be treated as non-responsive and shall be rejected, pursuant to ITB31. However, if in <i>accordance with the BDS</i>, 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.</p> <p>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.</p> <p>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.</p> <p>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.</p>
16. Currencies of Bid	16.1. All Prices shall be quoted in Nepalese Rupees.
17. Documents Establishing the Eligibility of the Bidder	<p>17.1. To establish their eligibility in accordance with ITB 4 above, Bidders shall:</p> <p>(i) complete the eligibility declarations in the Bid Submission Sheet, included in 'Section 4' Bidding Forms; and</p> <p>(ii) 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.</p> <p>(iii) submit the copy of the documents as <i>specified in BDS</i>.</p>
18. Documents Establishing the Conformity of the Goods and Related Services to the Bidding Document	<p>18.1. To establish the conformity of the Goods and Related Services to the Bidding Document, the Bidder shall furnish as part of its Bid the documentary evidence that the Goods and Related Services conform to the requirements specified in 'Section 5' Schedule of Requirements.</p> <p>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</p>

	<p>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 5' Schedule of Requirements.</p> <p>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 5' 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 5' Schedule of Requirements.</p>
<p>19. Documents Establishing the Qualifications of the Bidder</p>	<p>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 3' Evaluation and Qualification Criteria.</p> <p>19.2. If so <i>required in the BDS</i>, 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.</p> <p>19.3. If so <i>required in the BDS</i>, 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.</p> <p>19.4. A foreign Bidder wishing to have or already having a local agent shall state the following: Name and address of the Agent/Representative, The Agent/Representative providing type of services, Amount of commission if the Agent/Representative is entitled to get such payment and if it participates in the procedure of payment, Other agreement with Agent/Representative, if any, 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: Source of information about tender invitation, 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</p>

	<p>other required action in connection with the tender, Transfer or handover an evidence of foreign currency exchanged which required to be submitted with the tender, If the bank account of any Nepali citizen has been used for the exchange of foreign currency specify the name of the individual and its address. If the foreign currency has been exchanged by self then the certificate of currency exchange.</p> <p>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.</p>
<p>20. Period of Validity of Bids</p>	<p>20.1. Bid shall remain valid for a period <i>specified in the BDS</i> after the bid submission deadline date prescribed by the purchaser. A bid valid for a shorter period shall be rejected by the purchaser as non-responsive.</p> <p>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.</p>
<p>21. Bid Security</p>	<p>21.1. The Bidder shall furnish as part of its bid, in original form a Bid Security as <i>specified in the BDS</i>.</p> <p>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: original copy of an unconditional bank guarantee from "A" class commercial bank or; original copy of cash deposit voucher in the Employer's Account as <i>specified in BDS</i>.</p> <p>In case of a bank guarantee, the Bid Security shall be submitted using the Bid Security Form included in 'Section 4' 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.</p> <p>The bid security issued by any foreign Bank outside Nepal must be counter guaranteed by an "A" class Commercial Bank in Nepal.</p> <p>21.3. If a bid Security is required in accordance with ITB 21.1, any Bid not</p>

	<p>accompanied by an enforceable and compliant Bid Security in accordance with ITB 21.2, shall be rejected by the Purchaser as non-responsive. In case of e- Submission, if the scanned copy of an acceptable bid security letter is not uploaded with the electronic bid then bid shall be rejected.</p> <p>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.</p> <p>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.</p> <p>21.6. The Bid Security may be forfeited: if a Bidder requests for withdrawal or modification of its Bid as against of the ITB clause D.26.3 during the period of bid validity specified by the Bidder on the Bid submission form except as provided in ITB 20.2; or 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.</p> <p>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.</p>
22. Format and Signing of Bid	<p>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 <i>specified in the BDS</i> and clearly mark them “COPY”. In the event of any discrepancy between the original and the copies, the original shall prevail.</p> <p>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 <i>specified in the BDS</i> and shall be attached to the Bid.</p> <p>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.</p>

D. Submission and Opening of Bids

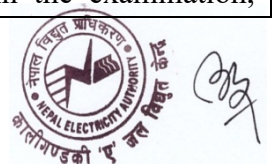


<p>23. Sealing and Marking of Bids</p>	<p>23.1. Bidders may always submit their bids by mail or by hand or by courier, but in any means bid must be delivered within the deadline of submission as mentioned in ITB 24. When so <i>specified in the BDS</i>, Bidders have the option of submitting their bids electronically. Bidders submitting bids electronically shall follow the electronic bid submission procedures <i>specified in the BDS</i>.</p> <p>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.</p> <p>23.3. The inner and outer envelopes shall: bear the name and address of the Bidder; be addressed to the Purchaser in accordance with ITB 23.1; and bear a warning "NOT TO OPEN BEFORE THE TIME AND DATE FORBID OPENING".</p> <p>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.</p>
<p>24. Deadline for Submission of Bids</p>	<p>24.1. Bids must be received by the Purchaser at the address and no later than the date and time <i>indicated in the BDS</i>. In case of e-submission, the standard time for e-submission is Nepal Standard Time as set out in the server. The e-procurement system will accept the e-submission of bid from the date of publishing of notice and will automatically not allow the e-submission of bid after the deadline for submission of bid.</p> <p>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.</p>
<p>25. Late Bids</p>	<p>25.1. The Purchaser shall not consider any Bid that arrives after the deadline for submission of Bids, in accordance with ITB 24. Any Bid received by the Purchaser after the deadline for submission of Bids shall be declared late, rejected, and returned unopened to the Bidder.</p>
<p>26. Withdrawal, Modification of Bids</p>	<p>26.1. A bidder may withdraw, or modify its bid after it has been submitted either in hard copy or by e-Submission. Procedures for withdrawal or modification of submitted bids are as follows:</p> <p>(i) Bid submitted in hard copy</p> <p>a) Bidders may withdraw or modify its bids by sending a written notice in a sealed envelope, duly signed by an authorized representative, and shall include a copy of the authorization in</p>

	<p>accordance with ITB 20.2 before 24 hours prior to the last deadline of submission of bid. The corresponding modification of the bid must accompany the respective written notice. All notices must be:</p> <p>aa) prepared and submitted in accordance with ITB 20 and ITB 21, and in addition, the respective envelopes shall be clearly marked “WITHDRAWAL”, “MODIFICATION;” and</p> <p>bb) received by the Employer 24 hours prior to the deadline prescribed for submission of bids, in accordance with ITB 22.</p> <p>(ii) E-submitted bids.</p> <p>a) Bidder may submit modification or withdrawal prior to the deadline prescribed for submission of bids through e-GP system by using the forms and instructions provided by the system. Once a Bid is withdrawn, bidder shall not be able to submit another bid for the same bid.</p> <p>26.2. Bids requested to be withdrawn in accordance with ITB 26.1 shall be returned unopened to the Bidders.</p> <p>26.3. In case of bids submitted in hard copy no bid shall be withdrawn or modified in the interval between 24 hours prior time of the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Letter of Bid or any extension thereof.</p> <p>In case of e-submitted bids no bids shall be withdrawn or modified in the interval between 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.</p>
27. Bid Opening	<p>27.1. The Purchaser shall conduct the bid opening in public in the presence of bidder or its representative who chose to attend at the address, date and time specified in the BDS. The Purchaser shall download the e-submitted bid files. The e-procurement system allows the Purchaser to download the e-submitted bid files (report) only after bid opening date and time after login simultaneously by at least two members of the Bid opening committee.</p> <p>Electronically submitted bid shall be opened at first in the same time and date as specified above. Electronic Bids shall be opened one by one and read out. The e-submitted bids must be readable through open standards interfaces. Unreadable and or partially submitted bid files shall be considered incomplete.</p> <p>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</p>

	<p>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.</p> <p>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 its 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.</p> <p>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.</p>
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E. Evaluation and Comparison of Bids	
28. Confidentiality	<p>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.</p> <p>28.2. Any attempt by a Bidder to influence the Purchaser in the examination,</p>



	<p>evaluation, comparison, and post-qualification of the Bids or Contract award decisions may result in the rejection of its Bid.</p> <p>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.</p>
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: "Deviation" is a departure from the requirements specified in the Bidding Document; "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Document; and "Omission" is the failure to submit part or all of the information or documentation required in the Bidding Document.
31. Determination of Responsiveness	<p>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.</p> <p>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, if accepted, would:</p> <ul style="list-style-type: none"> (i) affect in any substantial way the scope, quality, or performance of the Goods and Related Services specified in 'Section 5' 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 <p>if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive bids.</p> <p>31.3. The Purchaser shall examine the technical aspects of the bid in particular, to confirm that all requirements of 'Section 5' Schedule of Requirements have been met without any material deviation or reservation.</p>

<p>32. Non-material Nonconformities</p>	<p>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.</p> <p>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.</p> <p>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 nonconforming item or component. The adjustment shall be made using the method indicated in 'Section 3'Evaluation and Qualification Criteria.</p> <p>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.</p> <p>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 32.4, such bid shall be considered irresponsive in substance and shall not be considered for evaluation.</p>
<p>33. Correction of Arithmetical Errors</p>	<p>33.1. Provided that the Bid is substantially responsive, the Purchaser shall correct arithmetical errors on the following basis:</p> <p>(i) 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;</p> <p>(ii) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and</p>

	<p>(iii)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 (i)and (ii) above.</p> <p>33.2. If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be rejected.</p>
34. Domestic Preference	<p>34.1. If the price of goods manufactured in Nepal, are higher up to Fifteen 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.</p> <p>34.2 for granting such preference pursuant to 34.1, the bidder must submit the country of origin issued by competent authority stating that the value added of the goods in Nepal is more that 30 percent.</p> <p>34.3 In case of granting preference, the bid shall be compared (for bid comparison only) by adding an amount equal to 15 percent of the bid price of the such Goods manufactured in Nepal to the bid price of Goods manufacture outside Nepal and lowest evaluated bid shall be determined.</p>
35. Evaluation and Comparison of Bids	<p>35.1. The Purchaser shall evaluate and compare each Bid that has been determined, up to this stage of the evaluation, to be substantially responsive.</p> <p>35.2. To evaluate a Bid, the Purchaser shall only use all the criteria and methodologies defined in this Clause and in 'c'Evaluation and Qualification Criteria. No other criteria or methodology shall be permitted.</p>
36. Post-qualification of the Bidder	<p>36.1. The Purchaser shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated and substantially responsive Bid is qualified to perform the Contract satisfactorily.</p> <p>36.2. The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 19.</p> <p>36.3. An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the Bid, in which event the Purchaser shall proceed to the next lowest evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.</p>

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.
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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 5 ' Schedule of Requirements, provided this does not exceed the percentages <i>indicated in the BDS</i> , 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	<p>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 its/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.</p> <p>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.</p>
41. Performance Security	<p>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.</p> <p>(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.</p>

	<p>(ii) For the bid price less than 15 percent of the cost estimate, the performance security amount shall be determined as follows:</p> <p style="text-align: center;">Performance Security Amount = [(0.85 x Cost Estimate – Bid Price) x 0.5] + 5% of Bid Price.</p> <p>The Bid Price and Cost Estimate shall be inclusive of Value Added Tax.</p> <p>41.2. Failure of the successful Bidder to submit the abovementioned 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.</p>
<p>42. Signing of Contract</p>	<p>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.</p> <p>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:</p> <ul style="list-style-type: none"> (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. <p>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.</p> <p>42.4. If the bidder whose bid is accepted fails to sign the contract as stated ITB 39.1, the Public Procurement Monitoring Office shall blacklist the bidder on recommendation of the Public Entity.</p>
<p>43. Complaint and Review</p>	<p>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.</p>

- 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:
whether to suspend the procurement proceeding and the procedure for further proceedings to be adopted; or
whether or not to reject an 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.

	<p>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.</p> <p>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.</p>
<p>44. Provision of PPA and PPR</p>	<p>44.1. If any provision of this document is inconsistent with Public Procurement Act (PPA), 2063 or Public Procurement Regulations (PPR), 2064, the provision of this document shall be void to the extent of such inconsistency and the provision of PPA and PPR shall prevail.</p>

Section 2. Bid Data Sheet

A. General	
ITB 1.1	Name of Purchaser: Kali Gandaki 'A' Hydroelectric Power Station Beltari, Syangja, Nepal
ITB 2.1	Identification number of the Contract: KGA-2074/075-TM-15 “SUPPLY, DELIVERY, TESTING AND COMMISSIONING OF TRANSPORTABLE SUBMERSIBLE DREDGING PUMP”
ITB 2.1	Name of the Project: <i>[Not Applicable]</i> Name of the DP: Not Applicable Implementing Agency: Kali Gandaki ‘A’ Hydroelectric Power Station, Beltari, Syangja, Nepal Source of Fund: Own Resources of Nepal Electricity Authority
ITB 4.1	In this Bid document, the words Bidder, Joint Venture (JV), Goods wherever have been used are as defined here under: “Bidder” shall mean a legally registered entity submitting the Bid Proposal. The entity may be a supplier or manufacturer of the tendered Goods/Service or contractor or any combination of them in the form of a joint venture as specified in Qualification Criteria. “Joint Venture” shall mean a legally enforceable association constituted by legally registered entities with the purpose of committing the obligation required by the Bid. “Goods” shall mean an equipment, plant, goods, materials, etc., to be supplied and installed for the completion of the work as particularly described in the specifications. Bidders from the following countries are not eligible: [Indicate "Not Applicable" for NEA funded procurement and indicate the name of countries, if any, which are not eligible as per DP's procurement guidelines]
ITB 4.2	Maximum number of Joint Venture (JV) shall be 3 and minimum share of a partner in JV shall be 25% but of a lead partner shall be minimum 40%.
ITB 4.9	The foreign Bidder shall submit at the time of bid submission: <ul style="list-style-type: none"> (i) Notarized Copy of Firm / Company Registration Certificate (ii) Notarized copy of Tax Clearance Certificate or Submissions of Tax Returns up to F/Y. 2073/074 (iii) A written declaration made by the bidder, with a statement that s/he is not

	<p>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.</p> <p>(iv) Notarized copy of Joint Venture Authorization/ Agreement (if any)</p> <p>(v) A Notarized Power of Attorney authorizing the signatory of the bid to commit the Bid on behalf of the Bidder.</p> <p>(vi) Declaration of local agent with percentage of commission.</p> <p>(vii) Declaration to submit VAT registration certificate, at the time of contract agreement.</p> <p>(viii) Other documents as needed</p>
ITB 5.1	Goods and related services to be supplied from following countries are not eligible: Not Applicable
B. Contents of Bidding Document	
ITB 8.1	<p>For clarification purposes only, the Purchaser's address is: Attention: Mr. Rajesh Kumar Pandey, Station Chief Name of the Purchaser: Nepal Electricity Authority, Kaligandaki 'A' Hydroelectric Power Station Place: Beltari District: Syangja Country: Nepal Telephone: + 977 (063) 403081 Fax Number: + 977 (063) 403082 Electronic Mail Address:</p>
ITB 8.1	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	<p>Pre-Bid meeting shall be organized. If a Pre-Bid meeting will take place, it will be at the following date, time and place: Date: On 20th day from first date of first notice publication Time: 12:00 noon Place: Nepal Electricity Authority, Kaligandaki 'A' Hydroelectric Power Station, Beltari, Syangja, Nepal</p>
C. Preparation of Bids	
ITB 11.1	The language of the Bid is: English
ITB 12.1(viii)	<p>The Bidder must submit following documents with its Bid:</p> <ul style="list-style-type: none"> • Manufacturer's authorization as mentioned in ITB 19.2 • Duly filled TECHNICAL DATA SHEET in 'Section 5' Schedule of Requirements • Duly filled forms available in 'Section 4' Bidding Forms • Sufficient brochures/catalogue/Product Data Sheet/Drawings that justifies the data filled in Technical data sheet and GOODS are for intended use and similar to NEA requirement (as asked in TECHNICAL DATA SHEET of 'Section 5' Schedule of Requirements)

	<ul style="list-style-type: none"> • Power of Attorney authorizing the signatory of the Bid to commit the Bid on the behalf of the Bidder • Original of Joint Venture Authorization/Agreement, if applicable
ITB 14.1	Alternative Bids are not permitted.
ITB 15.2 (i)	The price quoted shall be : The prices quoted shall be CIP Site in Nepalese Rupees but also shall be inclusive of custom duty 1 % (special rate for hydropower in Nepal).Additionally, as VAT at custom is exempted fully, the price quoted shall exclude consideration of VAT at custom.
ITB 15.2 (ii)	The Prices for inland transportation: Not applicable The prices for insurance: Not applicable The prices for other cost: Not applicable The final destination is: Powerhouse of Kali Gandaki ‘A’ Hydroelectric Power Station, Beltari, Syangja, Nepal.
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 Inco-terms additions is: Inco-terms 2010
ITB 17.1 (iii)	<p>The Bidders shall submit:</p> <p>(i) A notarized copy of legal registration certificates, legally registered for at least five (5) years. It must be clearly mentioned that the firm/company is permitted for the similar nature of job, the Bid is invited. Copy of Firm Registration Certificate,</p> <p>(ii) Notarized Copy of Business Registration Certificate,</p> <p>(iii)Notarized copy of VAT and PAN Registration Certificates,</p> <p>(iv)Notarized copy of Tax Clearance Certificate up to F.Y. 2073/074,</p> <p>(v) 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.</p> <p>(vi)For those foreign bidders not been doing business in Nepal; shall submit valid documents indicated as per mentioned above in no. (i) & (ii) relevant to its country and documents mentioned in no. (v).Further other documents needed shall be submitted at the time of contract agreement.</p> <p>(vii) For those foreign bidders already doing business in Nepal; shall submit valid documents indicated as per mentioned above in no. (i) & (ii) relevant to its country and also documents mentioned in no. (iii), (iv) & (v).</p>

	(viii) For those foreign bidders (both (vi) and (vii)) they shall have local agent/representative within Nepal, to whom NEA can contact during the contract and contract execution.
ITB 18.2	The offered Goods shall be in conformity with the specifications. The bidder shall fill in Technical Data Sheet provided in the bidding document. In order to prove that the goods offered are in conformity with the specification, Bidder shall furnish documentary evidence in the form of literature (catalogue, brochures, product Data Sheet), drawings, detailed description of goods with essential technical and performance characteristics and type test report wherever called for. The bidder shall fill in all the bidding forms provided in the bidding document and shall furnish the information required by these forms.
ITB 18.3	The goods offered shall be certified with internationally recognized standards IEC, IEEE, VDE or equivalent.
ITB 19.2	Manufacturer's Authorization letters are required for the following items: The items specified in the Technical Data Sheet of 'Section 5' Schedule of Requirements; Item no. 1 - Transportable Submersible Dredging Pump
ITB 19.3	The Bidder is required to include with its bid, evidence that it will be represented by an Agent in Nepal.
ITB 20.1	The bid validity period shall be Ninety (90) calendar days after the date of Bid closing prescribed by NEA.
ITB 21.1	The Bidder shall furnish a bid security, from "A" class commercial bank with a minimum of NRs. 175,000/- , which shall be valid for 30 days beyond the validity period of the bid (i.e. 120 days).
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.: 1201013045501 of Kali Gandaki 'A' Hydroelectric Power Plant, in Nabil Bank Ltd., Pokhara , and submit the receipt of the deposited amount of cash along with the bid.
ITB 22.1	In addition to the original of the Bid, the number of copies is: None
ITB 22.2	The written confirmation of Authorization to sign on behalf of the Bidder shall consist of: Power of Attorney
D. Submission and Opening of Bids	
ITB 23.1	Bidders shall have the option of submitting their bids electronically.
ITB 23.1	If bidders submit their bids electronically, the electronic bidding submission procedures shall be as per "Special Instruction to Bidders for E-bidding" below.
ITB 24.1	For bid submission purposes only, the Purchaser's address is : Nepal Electricity Authority Large Generation Operation and Maintenance Department, Kali Gandaki 'A' Hydroelectric Power Station, Beltari, Syangja, Nepal Telephone: + 977- (063) 403081 Fax Number: + 977 (063) 403082

ITB 24.1	The deadline for bid submission is: Date: 2074/12/16 till 12:00 Noon Time : 12:00 hrs Place : Kali Gandaki ‘A’ Hydroelectric Power Station, Beltari, Syangja
ITB 24.1	If the last date of purchasing, submission and opening of Bid falls on a government holiday then the next working day shall be considered as the last day without any change in the time and place as fixed.
ITB 27.1	The bid opening shall take place at: Date: 2074/12/16 Time : 14:00 hrs Place: Office of Administration, Kali Gandaki ‘A’ Hydroelectric Power Station, Beltari, Syangja
ITB 27.1	If electronic bid submission is permitted in accordance with ITB 23.1, the specific bid opening procedures shall be as per “Special Instruction to Bidders for e-bidding” below.
E. Evaluation and Comparison of Bids	
ITB 31	<p>Prior to the evaluation of Bids, it shall be examined for responsiveness on the basis as mentioned below. The Bid of a Bidder shall be rejected as being non-responsive if;</p> <ul style="list-style-type: none"> • The Bid is not signed by an authorized signatory. • The Bid is not stamped with company seal. • The Bid submitted is not the same/original as either issued or downloaded from NEA’s website www.e-nea.org.np. • The bid is downloaded from NEA's website www.e-nea.org.np and then registered in stipulated address. The bidders are informed that the purchased bid shall be used for submitting through registering as well as e-submission but downloaded bid is only meant for e-submission, as instructed in special instruction to bidders for e-bidding. • The Bid is downloaded from NEA’s website but submitted without the bank voucher as mentioned in Invitation for Bids. • The Bid document is purchased in the name of one firm and submitted by another firm. The name of the Bidder must be mentioned in the bank voucher. • If it is proved that the Bidders have submitted the Bid by making such an arrangement which limits the participation of other Bidders and also influence the Bid price in any manner. • The Bid is received after the deadline for submission of Bid. • The Bid is conditional. • The Bid has price escalation clause. • The Bid does not meet all the eligibility criteria as mentioned in ITB17. • The bidder had not offered all the items and quantity as mentioned Price Schedule. • The Bid does not meet all the requirements regarding Bid Security as

	<p>mentioned in ITB 21.</p> <ul style="list-style-type: none"> The Bid fails to satisfy that the Bid is fully cognizant of the scope of work. The Bidder or even a partner in JV is blacklisted in its contractual obligations in the past NEA, GoN, PPMO and or concerned donor agency.
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 20,000,000 (twenty million).
ITB 43.9	The Bidder, filing application pursuant to ITB 43.4, shall have to furnish a cash amount or Bank guarantee equal to 0.5% of its bid price.
ITB 44.1	This clause is modified as: If any provision of this document is inconsistent with Public Procurement Act (PPA), 2063 or NEA, Financial Administration Regulation, 2068, the provision of this document shall be void to the extent of such inconsistency and the provision of PPA and NEA, Financial Administration Regulation, 2068 shall prevail.

A. Special Instruction to Bidders for e-bidding e-procurement information

Bidders may submit their bids electronically as per specific procedures and requirements as specified in the Instructions to Bidders (ITB).

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

Bid preparation

A Bidder who wish to submit the bid electronically may purchase the Bid Document directly from the Employer office or may download the bid document from the website and deposit the equivalent amount in the Revenue account of the employer as specified in the notice or/and Bid Document.

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

- (i) Interested bidders shall, either purchase the Bid Document directly from the Employer office or may download the bid document from the website and deposit the equivalent amount in the Revenue account of the employer as specified in the notice or/and Bid Document.
- (ii) The Bidder shall fill the following documents and forms (in hard copy of issued bid documents), signed by the authorized representative with seal of the company
 - a) Bill of Quantity (BOQ) with rate, amount
 - b) Forms of Bid, Qualification Information
- (iii) The Bidder shall then scan the completed original documents, forms in PDF files with appropriate filename shown in the table below.

S.No.	Document	PDF File name	Remarks
1	Form of Bid	Bid form -1	Mandatory
2	Bid Security (Bank Guarantee)	Bid security-2	Mandatory
3	Company registration	Company reg-3	Mandatory, and all firms in case of JV

4	VAT registration	VAT reg-4	Mandatory for National firms, and all firms in case of JV
5	Tax clearances certificate	Tax-5	Mandatory for National firms, and all firms in case of JV
6	Power of Attorney of Bid signatory	Power of att-6	Mandatory
7	Business Registration Certificate	License-7	Mandatory
8	Bank Voucher for cost of Bid Doc	Voucher-8	Mandatory
9	Joint venture agreement	JV doc-9	Mandatory in case of JV Firm
10	Qualification Information	Qualifications-10	Mandatory
11	Applicable Price Adjustment table	Price Adjust-11	Mandatory if applicable
12	BOQ with rate, amount & Total amt.	BOQ-12	Mandatory
13	Manufacturer's Authorization	Authorization -13	Mandatory if asked in BDS
14	Technical Data Sheet	TDS-14	Mandatory
15	Certification Documents	Certifications-15	Mandatory as asked in BDS
16	Declaration Form	Declaration-16	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.nea.org.np>.

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

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

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

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

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

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

The deadline for e-submission of bids shall be;

(i) Bidders shall be also explained about the details of e-submission procedures in the pre-bid meeting.

(ii) 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.

(iii) The standard time for e-submission is Nepalese standard time as set out in the server of Department of Roads.



- (iv) 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:

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

- (a) Electronically submitted bid shall be opened first at the same time and date as specified in the ITB and IFB notice.
- (b) 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.
- (c) 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.
- (d) 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

- 1) 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.

- 2) 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 website,
- After confirmation for bidders 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 3. Evaluation and Qualification Criteria

A. 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.

1. Scope

1.1. Local Handling and Inland Transportation

Costs for "**Inland transportation, insurance, and other incidental costs**" for delivery of the goods from the EXW premises, or port of entry, or border point to Project Site as defined in '**e**'**Schedule of Requirements**, shall be quoted in the **PRICE SCHEDULE FOR GOOD OFFERED FROM OUTSIDE AND WITHIN NEPAL** provided in '**Section 4**'**Bidding Forms**.

These costs will be taken into account during bid evaluation. If a Bidder fails to include such costs in its Bid, then these costs will be **assumed to be included in the price of the quoted items**.

1.2. Minor Omissions or Missing Items

Pursuant to Sub-Clause 32.3 of the Instructions to Bidders, the cost of all quantifiable nonmaterial nonconformities or omissions, except those stated above in **1.1 Local Handling and Inland Transportation** from the contractual and commercial conditions shall be evaluated. The Purchaser will make its own assessment of the cost of any nonmaterial nonconformities and omissions for the purpose of ensuring fair comparison of Bids, which is **equal to the average price quoted for the same item by the other Bidders**;

Bidder shall furnish estimated dimensions and shipping weight of each package.

2. Technical Criteria

All the offers shall meet the technical requirements as specified in '**Section 5**'**Schedule of Requirements** shall be evaluated. The Purchaser will make assessment of the cost of the minor deviations and omissions for the purpose of ensuring fair comparison of Bids as specified there.

3. Economic Criteria

The Bids shall be subjected to the following evaluation criteria also.

3.1. Adjustment for Deviations from the Terms of Payment

"Deviations from the Terms of Payment as specified in Special Conditions of Contract, Sub-Clause 15.1, are not permitted."

3.2. Adjustment for Deviations in the Delivery and Completion Schedule

Delivery schedule: Relevant parameters of delivery;

- Earliest: within **180 days** from date of signing of contract of signing of contract

- Acceptable: within **180 days** from date of signing of contract of signing of contract
- Final: within **180 days** from date of signing of contract of signing of contract

No credit will be given to deliveries before the earliest date and bidders offering delivery after the final date shall be **disqualified**. Within this acceptable period, an adjustment of 0.05 percent of the bid price per day will be added, for evaluation purposes only, to the bid price of bids offering deliveries later than the “Earliest Delivery Date”.

3.3 Spare Parts: **Not Applicable**

3.4. Performance and Productivity of the Goods

The adjustment factor for the performance or productivity of the Goods shall be calculated based on the difference between the reference value or norm (i.e. the efficiency) as specified in **Technical Specifications of 'Section 5' Schedule of Requirements**, and the corresponding value guaranteed by the Bidder in its Bid.

4. Reduction in Bid Price for deviation in payment schedule: **Not applicable**

5. Cost of spare parts:

Complimentary spare parts provided by the manufacturer during purchase shall be delivered at delivery site free of cost.

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

List of complimentary items is to be included by the bidder in the bid.

6. Operating and maintenance costs: **Not applicable**

7. Specific additional Criteria

Other specific additional criteria to be considered in the evaluation are: **NONE**

B. Qualification Criteria

Failure to fulfill any of the requirements specified in ITB 12.1 and Qualification requirements given below shall result in disqualification of the Bid.

1. The Power of Attorney

The Bid shall include a 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, supplier, or contractor legally registered in Nepal for at least three (3) years for conducting business of similar to the one for which the Bid is invited. A notarized copy of legal registration certificate shall be submitted along with the Bid.

2.2. For the JV Bidder

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

The number of JV partners shall not exceed three (3).

The partners of JV shall be manufacturers or suppliers or contractors. Each of the partners of the JV shall be legally registered for at least Three (3) years for conducting business similar to the one for which the Bid is invited.

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 notarized copy of audited financial statements (Balance sheet and profit & loss account) for the last three (3) consecutive fiscal years (**among 2071/072, 2072/073, 2073/074**). Balance sheet and profit & loss account sheet shall be signed & sealed by the registered auditor(s).

3.2. Line of Credit

In the event that working capital of the Bidder (Including each of 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 bank pledging unequivocally that the bank will provide required financial support in case the Bidder is awarded the contract. The amount of line of credit shall be clearly mentioned in the bank letter. The Bid title and the Bid number shall also be mentioned in the Bank letter.

3.3 Average Annual Turnover

For the Bidder which is not in a Joint Venture

The Bidder shall have average annual turnover, defined as the total payments received by the Bidder averaged over last three (3) consecutive years period, (**among 2071/072, 2072/073, 2073/074**) of not less than **NRs. 3.55 million**.

For the JV Bidder

The average annual turnover of the lead partner shall not be less than **NRs.1.42 million**.

The average annual turnover of other partners shall not be less than **NRs. 0.89 million**.

Aggregate annual turnover (with line of credit facilities) of all the JV partners shall not be less **NRs. 3.55 million**.

3.4. Availability of financial resources (Working Capital)

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. 5.6 million** in last fiscal year.

If the Bidder's working capital is inadequate, the Bidder shall supplement working capital with

Banker's letter confirming the availability of a line of credit such that aggregate of the Bidder's working capital for last fiscal year and the line of credit shall not be less than the required amount.

For the JV Bidder

Working Capital of the lead partner shall not be less than **NRs. 2.24 million**.

Working Capital of other partners shall not be less than **NRs. 1.4 million**.

Aggregate Working Capital (with line of credit facilities) of all the JV partners shall not be less than **NRs. 5.6 million**.

4. Manufacturer's Experience

4.1. In case the Bidder is not the manufacturer of Goods offered, the Bidder must submit manufacturer certificate authorizing the Bidder to supply the Goods. This certificate shall bear details of the Goods that the manufacturer will be supplying under the authorization. The authorization certificate shall be on the manufacturer letterhead with seal/stamp of the manufacturer.

4.2. The manufacturer of Goods to be supplied under this Bid shall hold valid quality **ISO 9001 Certification**.

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 reputed independent laboratory accredited by International Laboratory Accreditation Corporation (ILAC) or International Accreditation 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.

5. Supply, Installation and Commissioning Experience

5.1. The bidder shall submit **at least two (2) numbers** of end user certificates showing that the bidder has supplied, installed and commissioned the items, as specified in the bid, as a main supplier over **last ten (10) years** period ending on the last date of bid submission. The bidder shall also submit **at least one (1)** letter of satisfactory operation from the end user. 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. **If the bidder has proposed items of same manufacturer and model as being used in this station (proposed as NEA requirement in Technical Data Sheet), then the end user's certificate is not necessary for those items.**

5.2. If the bidder does not have installation and commissioning experience, the Bidder shall submit letter of authorization from the manufacturer or an experienced third party assuring to provide all necessary support for installation and commissioning works, if the contract is awarded to the bidder. The letter of authorization shall be on the letterhead of the manufacturer or the third party. In this case, the bidder shall submit the end user certificates as mentioned in 5.1 above, provided by the end user to the manufacturer or the third party.

6. Miscellaneous

6.1. 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.

7. Substantiate with Technical specification

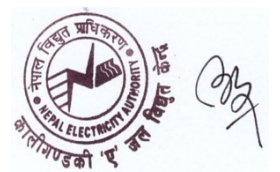
7.1. Foreign Bidders: - In the case of a Bidder not doing business within Nepal, the Bidder shall be represented by an agent in Nepal, who shall be capable to fulfill the contractual obligation. This shall be substantiate by a letter of experience in similar nature of job satisfactorily at least once in past.

8. Others

8.1. Litigation history: The Bidder including all JV partners, if any, shall submit all claims, arbitration or other litigation pending or already resolved from the contracts executed or currently under execution.

8.2. An agent can submit bids on behalf of more than one manufacturer but separate complete bids including bid security shall be submitted for each manufacturer. If an Agent submits bids on behalf of more than one Manufacturer, each such bid shall be accompanied by a separate Bid Form for each bid, and a bid security.

Section 4. Bidding Forms



A. 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.: KGA-074/075-TM-.....

To:

The Manager
NEA, Kali Gandaki 'A' Hydropower Station,
Beltari, Syangja, Nepal
Tel. : + 977 (63) 403081
Fax : + 977 (63) 403082

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[*description of goods and services*]: _____
_____;
- (c) The total price of our Bid, excluding any discounts offered in item (d) below is: [*total Bid amount in words and figures*] _____
_____;
- (d) The discounts offered and the methodology for their application are: _____
_____;
- (e) Our Bid shall be valid for a period of **90 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 **(5 or more than that of the specified in the ITB 41.1 & 41.2)** of the Contract Price for the due performance of the Contract;



- (g) We are not participating, as Bidders, in more than one Bid in this bidding process, other than alternative offers in accordance with the Bidding Document;
- (h) Our firm, its affiliates or subsidiaries, including any subcontractors or suppliers for any part of the Contract, has not been declared ineligible by the GoN;
- (i) The following commissions, gratuities, or fees, if any, have been paid or are to be paid with respect to the bidding process or execution of the Contract:

Name of Recipient	Address	Reason	Amount and currency

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

- (j) We understand that this Bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal Contract is prepared and executed.
- (k) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.
- (l) We declare that, we have not been black listed as per ITB 3.4 and no conflict of interest in the proposed procurement proceedings and we have not been punished for an offense relating to the concerned profession or business.
- (m) We agree to permit NEA/DP or its representative to inspect our accounts and records and other documents relating to the bid submission and to have them audited by auditors appointed by the NEA/DP.

Name: _____

In the capacity of: _____

Signed: _____

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

Date: _____



B. 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:	
9.	Attached are copies of the following original documents	
	• Firm Registration Certificate	
	• Authorization to represent the firm	



C. 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:	



D. 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			

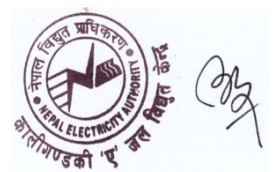
Attached are copies of financial statements (balance sheets including all related notes, and income statements) for the last three or above years, as indicated above, complying with the following conditions:

- **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).**

E. 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 Years(2071/072, 2072/073, 2073/074)	
Year	Amount(in NRs)
Average Annual Turnover	



F. 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.

G. Bank Reference

The Manager
NEA, Kali Gandaki 'A' Hydropower Station,
Beltari, Syangja, Nepal
Tel. : + 977 (63) 403081
Fax : + 977 (63) 403082

Ladies/Gentlemen,

It is here by certify that _____ (*Name of Bidder*) _____ is known to us since _____ and he/she has been operating regularly in different business transactions with our bank. Its commercial performance has been always acceptable to us and we are entirely satisfied with its overall conduct on business. On the basis of its assets and relation with us we are currently granting him a line of credit up to ___ (specify the amount) _____. According to our best knowledge he/she has never been involved in any suspension of payment irregularity either to Government to Non-Government Organization.

We are pleased to maintain relations with _____ and we kindly recommend him to you for its sound financial background and practices.

Signed and sealed.

Name of the Bank

Signature and name of Bank's representative



H. 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

1. Statement of Non-involvement in Bankruptcy

The Manager
NEA, Kali Gandaki 'A' Hydropower Station,
Beltari, Syangja, Nepal
Tel.: + 977 (63) 403081
Fax: + 977 (63) 403082

Ladies/Gentlemen,

It is here by certify that _____ (*Name of Bidder*) _____ has never either itself of any of its direct associates or any of its administrators has been involved in any case of bankruptcy or suspension of payments.

Signed and sealed this day _____ of _____

Bidder's Name in Print and Signature



J. 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	<input type="checkbox"/> Contractor	<input type="checkbox"/> Management Contractor	<input type="checkbox"/> 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 past three years/in progress.



K. Price Schedule for Goods

NEPAL ELECTRICITY AUTHORITY
Generation Directorate
Large Generation Operation and Maintenance Department
Kali Gandaki 'A' Hydro Power Station

Name of Bidder _____

Contract Identification Number: **KGA-074/075-TM-15, SUPPLY, DELIVERY, TESTING AND COMMISSIONING OF TRANSPORTABLESUBMERSIBLE DREDGING PUMP**

Item	Description	Quantity	Unit Price(in NRs)		Total Price(in NRs)
			In Figure	In Words	
a	b	c	d		e = c×d
Imported Supply part: CIP Site (Unit price shall be Custom duty & VAT exclusive)					
1	Supply, delivery of Transportable, Submersible Dredging Pump as per spec. (75 KW or above)	Set			
2	Supply, delivery of Pump set starter (for above capacity pump - Star-Delta or superior)	Set			
Sub Total					
1% Custom duty of above Sub Total					
Total(f)					
Local Services parts as Installation, Testing and Commissioning with Engineering Services (Unit price shall be VAT exclusive):					
3	Testing and commissioning pump and starter set.	LS			
13% Vat on item no. 3					
Total (g)					
GRAND TOTAL (f) + (g)					
Grand Total (in words)					

(Please carefully read notes overleaf)

NOTES:

- (i) **Scope of supply of goods and service of work mentioned under “List of Goods and Related Services” in Part 2. “Supply requirements” shall be accomplished to the customer satisfaction all in the cost of Bidder even if the said job not mentioned in above “ Price Schedule for Goods”**
- (ii) Unit price for imported goods shall be inclusive of transportation cost to the final destination, and insurance cost i.e. CIP site. But contractor shall bear special rate of 1 % Custom Duty within Nepal and VAT shall be fully exempted in Item no. 1 & 2.
- (iii) Purchaser shall provide necessary documents/letter to exempt VAT fully at custom and further exempt custom duties within Nepal to 1% (according to applicable rules and regulations for spare parts for Hydro Power Plants).

Name _____

In the capacity of _____

Signed _____

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

Date _____



L. Bid Security

[This is the format for the Bid Security to be issued on the letterhead by an "A" class commercial bank specified by Nepal Rastra Bank]

[Insert Bank's Name, and Address of Issuing Branch or Office]

Date: *[insert date]*

Beneficiary: **Nepal Electricity Authority, Kali Gandaki 'A' Hydropower Station, Beltari, Syangja, Nepal**

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 **“SUPPLY, DELIVERY, TESTING AND COMMISSIONING OF TRANSPORTABLE SUBMERSIBLE DREDGING PUMP”** under Invitation for Bids No. **KGA-074/075-TM-15**, (“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.

This bank guarantee shall not be withdrawn or released merely upon return of original guarantee by the bidder unless notified by the employer for the release of the Guarantee.

Name _____

In the capacity of _____

Signed _____

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

Date _____



M. Manufacturer's Authorization Letter

[This letter of authorization 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.: KGA-074/075-TM-15

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 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. Furthermore, we guarantee the availability of spare parts for the above-mentioned Goods for at least upcoming ten (10) years.

We here under submit the performance data of the supplied goods as following:

1. At rated net Head..... m, Discharge is lt./sec, with efficiency %
2. At operating net Head **15 m**, Discharge is lt./sec, with efficiency %

(reference curve for above performance parameter to be attached with the Manufacturer Authorization Letter)

Name _____

In the capacity of _____

Signed _____

Duly authorized to sign Authorization for and on behalf of _____

Date _____

N. Statement of Due Performance



The Manager
NEA, Kali Gandaki 'A' Hydropower Station,
Beltari, Syangja, Nepal
Tel. : + 977 (63) 403081
Fax : + 977 (63) 403082

Ladies/Gentlemen,

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

List of disputes raised in other contracts:

Contract	Employer	Date of dispute	Amount	Remarks

List of claims pending from other contracts:

Contract	Employer	Date of claim	Amount	Remarks

List of civil criminal cases:

Contract	Employer	Date	Court	Case

Signed and sealed this day ___ of _____

BIDDER's Name in Print and Signature

O. Declaration Form (for E-bidding)

S.No.	Description	Status			
		Issued to (as applicable)	Issued by (as applicable)	Date of Issue	No. of Pages
1.	Power of Attorney from the Company to Sign on Company's behalf (For Single Bidder)				
2.	Joint Venture Agreement; <i>If any</i>				
3.	Power of Attorney to Sign the Bid on Company's behalf (Each Partner in case of JV)				
4.	Power of Attorney to Sign the Bid (On Behalf of JV)				
5.	Registration Certificate of the Bidder (and each partners in case of JV)				
6.	Bid Bond				
7.	Price Schedule				
8.	Bid Forms				
9.	Qualification Forms				
10.	Complete Certified Audited Report of the Bidder (and each partner in case of JV)	First Year			
		Second Year			
		Last Year			
11.	Bidder's letter of Experience	1			
		2			
		3			
		4			
		•			
		•			
12.	Manufacturer's Authorization Installation and Commissioning Authorization	1			
		2			
		3			
		4			
		•			
		•			
13.	Power of Attorney for signing the Bid Document & made the declaration				
14.	Business License of Manufacturer/s	1			
		2			
		3			
		4			
		•			
		•			
15.	End User Certificate/s	1			
		2			
		3			
		4			
		•			
		•			
16.	Type Test Report/s (if required as per specification)	1			
		2			
		3			
		4			
		•			
		•			
17.	Technical Data Sheet	1			
		2			
		3			
		4			
		•			
		•			
18.	Other Certification (as per requirements)	1			
		2			
		3			
		4			
		•			
		•			

Part 2. Supply Requirements



Section 5. Schedule of Requirements

A. List of Goods and Related Services – as following not limited to:

Item	Description	Quantity
a	b	c
1	Supply, delivery of Transportable, Submersible Dredging Pump as per spec. (75 KW or above)	1 Set
2	Supply, delivery of Pump set starter (for above capacity pump - Star-Delta or superior)	1 Set
3	Testing and commissioning of the pump, starter set (For the commissioning, the contactor shall also lay down and connect appropriate sized hose pipe with required fittings that fit onto the pump delivery)	1 Lot
4	Submission of hard copy and soft copy of catalogues, drawings and manuals.	2 Set

B. Delivery and Completion Schedule

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

Item No.	Description of Goods and services	Final Destination as specified in BDS	Delivery Date	
			NEA's Requirement	To be filled by bidder (Comply/ Not Comply)
a	b	c	d	e
1	Supply, delivery of Transportable, Submersible Dredging Pump as per spec. (75 KW or above)	Powerhouse of Kali Gandaki 'A' Hydropower Station, Beltari, Syangja, Nepal	Within 180 days from date of signing of contract	
2	Supply, delivery of Pump set starter (for above capacity pump - Star-Delta or superior)			
3	Testing and commissioning of the pump, starter set			
4	Submission of hard copy and soft copy of catalogues, drawings and manuals.			

The delivery period shall start from the date of signing of the contract.

C. Technical Specifications

1. DESCRIPTION

The Kali Gandaki 'A' Hydroelectric Power Station, a 144 MW (3 X48 MW) run off river type, the station which is located in the District of Syangja, Nepal, approximately 110 kilometers west of Pokhara.

Kali Gandaki 'A' Hydropower Station requires one Transportable Submersible Dredging Pump of capacity around 75 KW or more at 400 V, also with one starter set for operation of the same capacity of the pump. The pump required is of a high discharge greater than 15 m³/min at 15 meter head for dewatering of river water. The pump shall have Non- Clogging designed with large free passage to pump out river water mixed with sand sediment and gravel.

The pump supplied shall be:

- **Non-clogging low-maintenance design with large free passages that reduce clogging risk and, consequently, maintenance work.**
- **Absolutely water-tight resin-sealed cable entries prevent any water from entering the motor – even in the event of a damaged cable.**
- **Long service life due to corrosion-resistant hydraulic components made of stainless steel**
- **Reliable operation ensured by moisture sensors signaling any ingress of moisture into the motor**
- **Reliable operation ensured by sensors monitoring the motor temperature and preventing overheating**
- **High-efficiency motors and variable hydraulic systems for optimum hydraulic and energy efficiency**

Pump Construction quality shall fulfill following:

Pump Casing: The pump casing should be equivalent of CI FG 260 IS 210 with 2% Nickel or superior quality.

Impeller: Impeller shall be of Stainless steel in CF8M MOC or superior quality.

Pump set shall be complete with rubber-sheathed power cable with control wires and supplied with separable fittings that fit onto pump delivery, which then easily fit into 250 mm hose pipe, and additional other separable fittings also, that fit into 200 mm hose pipe.

Standard Functional Test and Acceptance Tests shall have to be performed before the delivery and report of which shall be submitted with the delivered pump.

Bid Documentation

1.1. The Bidder shall provide with the Bid document, a copy of all standards governing manufacture and testing of materials/ equipment.

1.2. All the goods offered shall be certified with internationally recognized standards CE marked, UL listed or equivalent.

1.3. Following documents are to be submitted with the bid

- **Main characteristic data of the set**
- **Full description of the pump starter set**
- **Set operation description**
- **Drawings showing equipment arrangement, weight and main dimensions**
- **Main electric diagram**
- **Proposed spare list**

The maximum possible information available has been given; if one feels it is Insufficient please visit the site.

2. TECHNICAL DATA SHEET

(SCHEDULE OF GUARANTEED TECHNICAL PARTICULAR)

(To be filled in by the Bidder/Manufacturer)

The Bidders/manufacturers are required to furnish the following information in the below tabulated various Data Sheet and Tables. Separate sheets can be used if additional space is required. The information furnished shall be supported by the catalogue and test reports. The information not supported by the catalogues, test reports etc. shall be **deemed to have been "Not provided"**. The bidders/manufacturers are also required to underline the information asked for in the catalogue and /or test reports. Any deviation from NEA's requirements shall be clearly mentioned giving the reasons thereof. NEA reserves right for acceptance or rejection of deviation from the NEA requirement.

TECHNICAL DATA SHEET (to be filled by bidder)

1. Transportable Submersible Dredging Pump

S.No.	Description	NEA Requirement	To be filled by Bidder (with exact data figure)	Remarks
1.	Manufacturer	Dai Jin Precision Co. Ltd or equivalent		
2.	Country Origin	Manufacturing country name		
3.	Model Number	DGP-10-750 or equivalent		
4.	Type	i) Transportable ii) Non-Clogging	i) ii)	
5.	Power rating	75 KW or aboveKW	
6.	Voltage Supply	3 phase, 400 V		
7.	Frequency	50 Hz		
8.	No. of Pole	<i>To be mentioned by bidder</i>		
9.	Nominal speed	<i>To be mentioned by bidder</i>rpm.	
10.	Starting Method	Star-Delta or Superior		
11.	Free Passage	Min. 100 mmmm	
12.	Discharge Nozzle	Up to 250 mmmm	With fittings to fit into available hose pipe
13.	Power cable with Control wire: i) Length- ii) No. of core & size	i) Not less than 40 m. ii)	i).....m ii).....	
14.	Net weight (Pump, motor, cable)	To be mentioned by bidderKg	
15.	Oil Quantity/Grade	Full filled till overflow/SAE 10 W or 20 W		
16.	Fluid Temperature	Upto 40° C		
17.	Winding Insulation class	H		
18.	Complete water sealing	Yes, warranted		
19.	Type of Protection	IP68		
20.	Designed Parameter of above model Pump: i) Rated head: 15 m ii) Flow at rated Head: 15 m³/min iii) Efficiency at rated head: 80 %	Designed parameter of Proposed model pump: i)m(head) ii)m ³ /min(flow) iii).....%(efficiency)		
21.	Operational Parameter fulfilled by above model pump	NEA required operational parameter that to be fulfilled: At head 15 m. i) Flow > 15m³/min. ii) Efficiency >65 %	Operational Parameter fulfilled by bidder proposed pump: At head 15 m. i) Flow.....m ³ /min ii)Efficiency.....%	
22.	Monitoring: i) For winding temperature ii) For bearing temperature iii) For leakage inside motor	i) By temperature switch (bimetal) ii) By PT100 on pump & motor end iii) By moisture electrode iv) By float switch in	i) ii)..... iii).....	

	iv) For mechanical seal leakage	leakage area.	iv)	
23.	Agitator at Bottom	Yes		
24.	Technical Literature/catalogue/drawing submitted	Yes	
25.	Manufacturer's valid quality ISO certificate	To be submitted		
26.	Manufacturer Authorization Form	To be submitted (mandatory)		
27.	Performance curve (Power, Head, Discharge, Efficiency)	To be submitted (mandatory)		

2. STAR-DELTA Starter Panel of (min.75 KW or more) Pump

S.No.	Description	NEA Requirement	Data to be filled by Bidder	Remarks
1	Manufacturer	Dai Jin or equivalent		
2	Voltage Supply	3 Phase, 400 V, 50 Hz		
3	Fuse Unit	200 A TP Disconnect Switch		
4	Power connector	200 A TP AC1 2NO+ 2NC		
5	Thermal Relay To 200 A with SPP		
6	Current Transformer	200/5 A Cl-1, Resin cast		
7	Aux. Contractor	2NO+2NC 240 AC		
8	Control Unit	PLC		
9	Current, Voltage Display	Available		
10	Running Hour meter	Available		
11	Winding Protection relay	Available		
12	Mechanical leakage seal Relay	Available		
13	Motor Leakage detection Relay	Available		
14	External float switch Relay	Available		
15	Total Weight	To be submitted		
16	Enclosure	1200 (W) x 1500 (H) x 400 (D) (2 mm CRCA I-54 protection RAL-7035)		
17	Technical Literature/catalogue/Drawing submitted	Yes		

Deviations from Technical Requirements and Reasons for such Deviations:

.....

.....

Signed.....

Address.....

As representative for.....



Date.....

Tests, commissioning

Factory Acceptance Tests: The following test shall be carried at the manufacturer factory. NEA shall be notified one month in advance to have the possibility to be present. Supplier shall arrange all for the visit of the facility for 2 persons from NEA or its representative. The tests shall be carried out according to internationally accepted standards (i.e. IEC, IEEE, etc.)

- Insulation Test**
- Verification of at least 4 (four) point of performance curve.**
- Other standard and applicable test**

Site Tests: The supplier or its representative shall perform following work and perform tests at site.

- Dry run check and Electrical test**
- Fitting of Submersible pump supported by hoist**
- Power supply connection to pump and starter panel**
- Fitting of hose pipe to the pump and laying of hose pipe in required length**
- Electrical and Hydraulic parameter check during wet test.**
- Protection parameter functional test**
- Other relevant test as required**

Technical Documentation

To be delivered during the contract execution

Two hard copies and one soft copy of the following documentation shall be delivered in case of order:

- Main characteristic data of the set**
- Full description of set**
- Set operation description**
- Drawings showing equipment arrangement, weight and main dimensions**
- Main electric diagram**
- Proposed spare list**
- Quality assurance program**
- Final factory tests list and procedures**
- Site tests list and procedures**
- Control and electrical system description**
- Operation instructions**
- Maintenance instructions**
- Troubleshooting instructions**
- Spare parts list**
- Any other documentation which might be needed for the proper operation and maintenance of the equipment**

Signed _____

Address _____

As representative for _____

Date _____



D. Drawings



Drawings

The purpose of drawings is to specify locations, dimensions, materials to be used, stages of manufacturing, and other characteristics of the Goods and Related Services. The Purchaser should prepare such drawings, as needed, and include them in the Procurement Document. Such drawings, as part of the SS, are Contract documents and, therefore, shall be part of the Contract.

These Bidding Documents includes [*“Drawings are included above”*] drawings.

[If documents shall be included, insert the following List of Drawings]

List of Drawings		
Drawing Nr.	Drawing Name	Purpose

Part 3. Conditions of Contract and Contract Forms



Section 6. General Conditions of Contract

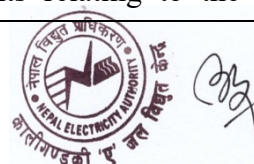
1. Definitions	<p>1.1. The following words and expressions shall have the meanings hereby assigned to them:</p> <p>“Contract” means the Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.</p> <p>“Contract Documents” means the documents listed in the Agreement, including any amendments thereto.</p> <p>“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.</p> <p>“Day” means calendar day.</p> <p>“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.</p> <p>“Completion” means the fulfillment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.</p> <p>“GCC” means the General Conditions of Contract.</p> <p>“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 “Purchaser’s Country” is the country specified in the Special Conditions of Contract (SCC).</p> <p>“Purchaser” means the entity purchasing the Goods and Related Services, as specified in the SCC.</p> <p>“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.</p> <p>“SCC” means the Special Conditions of Contract.</p> <p>“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.</p> <p>“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.</p> <p>“GoN” means the Government of Nepal.</p> <p>“The Site” where applicable, means the place named in the SCC.</p>
----------------	---

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	<p>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.</p> <p>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: 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.</p> <p>For the purposes of this Sub-Clause:</p> <ul style="list-style-type: none"> (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" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation; (iii) "collusive practice" 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" 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 <ul style="list-style-type: none"> • 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 • 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. <p>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</p>

	<p>bidder:</p> <p>if it is established that the Supplier committed acts specified in ITB 3.2,</p> <p>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.</p>
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1. a “party” refers to a public official; the terms “benefit” and “obligation” relate to the procurement process or contract execution; and the “act or omission” is intended to influence the procurement process or contract execution.
2. “parties” refers to participants in the procurement process (including public officials) attempting to establish bid prices at artificial, non competitive levels.
3. a “party” refers to a participant in the procurement process or contract execution.

4. Interpretation	<p>4.1. If the context so requires it, singular means plural and vice versa.</p> <p>4.2. 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.</p> <p>4.3. 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.</p> <p>4.4. Non-waiver Subject to GCC Sub-Clause 4.50 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. 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.</p> <p>4.5. 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.</p>
5. Language	5.1. The Contract as well as all correspondence and documents relating to the



	<p>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.</p> <p>5.2. The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.</p>
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	<p>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.</p> <p>7.2. A Notice shall be effective when delivered or on the Notice’s effective date, whichever is later.</p>
8. Governing Law	8.1. The Contract shall be governed by and interpreted in accordance with the laws of Nepal.
9. Settlement of Disputes	<p>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.</p> <p>9.2. Any dispute between the Parties as to matters arising pursuant to this Contract which cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party’s request for such amicable settlement may be referred to Arbitration within 30 days after the expiration of amicable settlement period.</p>
10. Scope of Supply	<p>10.1. Subject to the SCC, the Goods and Related Services to be supplied shall be as specified in ‘e’ Schedule of Requirements.</p> <p>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.</p>
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 ‘e’ Schedule of Requirements. The details of documents to be furnished by the Supplier are specified in the SCC.

12. Supplier's Responsibilities	12.1. The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with GCC Clause 10, and the Delivery and Completion Schedule, as per GCC Clause 11.
13. Purchaser's Responsibilities	13.1. Whenever the supply of Goods and Related Services requires that the Supplier obtain permits, approvals, and import and other licenses from public authorities in Nepal, the Purchaser shall, if so required by the Supplier, make its best effort to assist the Supplier in complying with such requirements in a timely and expeditious manner. 13.2. The Purchaser shall pay all costs involved in the performance of its responsibilities, in accordance with GCC Sub-Clause 13.1.
14. Contract Price	14.1. The Contract Price shall be as specified in the Agreement subject to any additions and adjustments thereto, or deductions there from, as may be made pursuant to the Contract. 14.2. Prices charged by the Supplier for the Goods delivered and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any price adjustments authorized in the SCC.
15. Terms of Payment	15.1. The Contract Price shall be paid in Nepalese Currency. 15.2. The Supplier's request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed, and by the documents submitted pursuant to GCC Clause 11 and upon 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	<p>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.</p> <p>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</p> <p>19.3. The obligation of a party under GCC Sub-Clauses 19.1 and 19.2 above, however, shall not apply to information that:</p> <ol style="list-style-type: none"> the Purchaser or Supplier need to share with the Donor for Donor funded project or other institutions participating in the financing of the Contract; now or hereafter enters the public domain through no fault of that party; 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 otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality <p>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</p> <p>19.5. The provisions of GCC Clause 19 shall survive completion or termination, for whatever reason, of the Contract</p>

20. Subcontracting	20.1. The Supplier shall notify the Purchaser in writing of all 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 Clause 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 e. 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 e. Schedule of 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 Change Orders and Contract Amendments.
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 ‘Section

	5 'Schedule of Requirements.
25. Inspections and Tests	<p>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 'Section 5'Schedule of Requirements.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>25.6. The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.</p> <p>25.7. The Purchaser may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not confirm 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.</p> <p>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,</p>

	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	<p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p>
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

	<p>model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:</p> <ol style="list-style-type: none"> 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. <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p>
<p>29. Limitation of Liability</p>	<p>29.1. Except in cases of gross negligence or willful misconduct:</p> <ol style="list-style-type: none"> a) neither party shall be liable to the other party for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser; and b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort, or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the

	Supplier to indemnify the Purchaser with respect to patent infringement.
30. Change in Laws and Regulations	30.1. Unless otherwise specified in the Contract, if after the date of the Invitation for Bids, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in Nepal where the Site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with GCC Clause 14.
31. Force Majeure	31.1. The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure. 31.2. For purposes of this Clause, “Force Majeure” means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes. 31.3. If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
32. Change Orders and Contract Amendments	32.1. The Purchaser may at any time order the Supplier through Notice in accordance GCC Clause 7, to make changes within the general scope of the Contract in any one or more of the following: a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser; b) the method of shipment or packing; c) the place of delivery; and d) the Related Services to be provided by the Supplier. 32.2. If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier’s performance of any provisions under the Contract,

	<p>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.</p> <p>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.</p>
<p>33. Extensions of Time</p>	<p>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.</p> <p>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.</p>
<p>34. Termination</p>	<p>34.1. Termination for Default</p> <ul style="list-style-type: none"> 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: <ul style="list-style-type: none"> (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 34.10, 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

	<p style="text-align: center;">Contract.</p> <p>34.2. Termination for Insolvency</p> <p>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.</p> <p>34.3. Termination for Convenience</p> <p>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.</p> <p>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:</p> <p>(i) To have any portion completed and delivered at the Contract terms and prices; and/or</p> <p>(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.</p>
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 7. Special Conditions of Contract

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

1. Definitions	GCC1.1(i)	The Purchaser's country is: NEPAL
	GCC1.1(j)	The Purchaser is: <i>Nepal Electricity Authority</i> Large Generation Operation and Maintenance Department, <i>Kali Gandaki 'A' Hydroelectric Power Station</i> <i>Beltari, Syangja, Nepal</i>
	GCC1.1(p)	The Site is; Powerhouse of Kali Gandaki 'A' Hydroelectric Power Station, Beltari, Syangja, Nepal
2. Interpretation	GCC4.2(b)	The version of Incoterms shall be: Intercom 2010
3. Language	GCC 5.1	The language shall be: ENGLISH
4. Notices	GCC 7.1	For notices , the Purchaser's address shall be: <i>Kali Gandaki 'A' Hydroelectric Power Station,</i> <i>Beltari, Syangja, Nepal</i> <i>Tel. : + 977 (63) 403081</i> <i>Fax : + 977 (63) 403082</i>
		For notices , the Supplier's address shall be: <u>insert full name and address of Suppliers including telephone number, facsimile number and electronic mail address (if applicable)</u> Name and Address of the Supplier: Telephone number: Facsimile number: e-mail Address:
5. Scope of Supply	GCC 10.1	The Scope of Supply shall be defined in: 'Section 5' Schedule of Requirements. At the time of awarding the Contract, the Purchaser shall specify any change in the Scope of Supply with respect to 'Section 5' 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.
6. Delivery	GCC 11.1	Upon delivery of the Goods to the transporter, the Supplier shall notify the Purchaser and send the following documents to the

		<p>Purchaser:</p> <ul style="list-style-type: none"> a) Copies of the Supplier's invoice showing the description of the Goods, quantity, unit price, and total amount; b) Copy of packing list identifying 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. <p>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.</p>
7. Contract Price	GCC 14.2	The prices charged for the Goods delivered and the Related Services to be performed shall be fixed for the duration of the contract.
8. Terms of Payment	GCC 15.1	<p>Payments shall be made in Nepalese Rupees in the following manner:</p> <p>Payment for Goods and Services:</p> <p>The terms and procedures of payment to be made to the Supplier under this Contract shall be as follows:</p> <ul style="list-style-type: none"> (i) Advance Payment: Ten percent (10%) of the total amount as an advance payment against receipt of invoice and an irrevocable advance payment security for the equivalent amount made out in favor of the Purchaser. The advance payment security may be reduced in proportion to the value of the plant and equipment delivered to the site, as evidenced by delivery documents. <p>The advance payment security shall be in the form of the Bank Guarantee issued as per the form specified by the Purchaser. Bank Guarantee issued by a bank outside Nepal must be counter guaranteed by a Commercial Bank in Nepal.</p> <ul style="list-style-type: none"> (ii) Payment after Delivery: Fifty percent (50%) of the total amount upon delivery, within forty-five (45) days after receipt of goods, related invoice and shipping documents specified in GCC Clause 11.1. (iii) Payment after Installation, Commissioning and Acceptance: Thirty five percent (35 %) of the total amount upon issuance of the Acceptance Certificate, within

		<p>forty-five (45) days after completion of installation and commissioning, and receipt of related invoice.</p> <p>(iv) After defects liability period: Five percent (5%) of the total amount shall be released after completion of defect liability period.</p>
<p>9. Taxes and Duties</p>	<p>GCC 16</p>	<p>In the country of Origin:</p> <p>The prices bid by the Supplier shall include all taxes, duties and other charges imposed outside the Purchaser's country on the production, manufacture, sale and transport of the Supplier's Goods to be used on or furnished under the Contract, and on the services performed under the Contract.</p> <p>In Nepal:</p> <p>General:</p> <p>Unless otherwise specifically declared in the contract documents, the prices bid by the Supplier, its sub-contractors and nominated subcontractors shall include business taxes and other taxes that may be levied in accordance with the laws and regulations in force or in effect in Nepal as of 28 days prior to the closing date for submission of tenders in the Employer's country on the Equipment, Plant, Materials and Supplies (permanent, temporary and consumables) acquired for the purpose of the Contract and on the services performed under the Contract. Whatsoever provisions made in the Contract document shall not relieve the Contractor, its suppliers and subcontractors from their responsibility to pay income tax that may be levied in the Employer's country on profits made by the Contractor, its suppliers and subcontractors in respect of the Contract.</p> <p>Value Added Tax (VAT): if not included in the costs while submitting bids by the Supplier, its sub-contractors and nominated sub-contractors shall be eligible for refund as per applicable law of Nepal on all imported Goods to be supplied and delivered exclusively for use in the Project. Supplier will be responsible for depositing the same to the concerned Revenue office in Nepal.</p> <p>Tax Deduction at Source (TDS)</p> <p>As per the applicable law of Nepal, the Purchaser will deduct Tax Deduction at Source (TDS) from each payment, at the rate as applicable at the time of payment and deposited to the Revenue Office. The Supplier shall be provided with all details in this regard promptly. The Supplier shall be responsible for obtaining tax clearance before issuance of Completion Certificate or expiry of</p>

		<p>performance security.</p> <p>Income tax assessed in accordance with the prevailing Income Tax Act of Nepal and as per the provision of any specific Double Taxation Agreement, shall be imposed on the Supplier, its sub-contractors and nominated sub- contractors. An advance income tax as per the prevailing income Tax Act and Finance Act shall be deducted from the monthly progress payment of the Contractor.</p> <p>Duties on Goods:</p> <p>Goods imported by the Supplier, its sub-contractors and nominated subcontractors for execution of the Contract, shall be subject to payment of customs duty at a special rate of one percent (1%) of CIP or Customs entry point value. Customs duty levied shall be borne and paid by the Supplier at the time of import and if in case custom duty additional to 1 % if required to be paid at custom then the excess of the custom duty above 1% will be reimbursed by the Purchaser to the Supplier upon submission of the original receipt issued by the Customs Department.</p> <p>However, the Purchaser will not be responsible for any demurrage charges applicable due to delay in custom clearance. VAT is exempted on all Goods purchased for the use in the Contract (but if required shall be paid by supplier and shall be reimbursed by the Purchaser, in case the Purchaser is unable to avail exempt facility).</p>
10. Performance Security	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 minimum of 30 days beyond the expiration of warranty period.
	GCC 17.3	<p>The types of acceptable Performance Securities are:</p> <p>A bank guarantee issued by "A" class commercial bank located in Nepal or</p> <p>Reputable bank located abroad, acceptable to the Purchaser, in the format included in 'section 8'Contract Forms, Performance Security issued by foreign Bank must be counter – guaranteed by "A" class commercial Bank in Nepal.</p>
	GCC 17.4	<p>Performance Security shall be discharged by the purchaser and returned to supplier after a minimum of 30 days beyond the expiration of warranty period.</p> <p>The performance security shall be forfeited, in case the Supplier fails to complete the contractual obligation and rectify the defects within warranty period.</p>

11. Packing and Documents	GCC 22.2	<p>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:</p> <p>Contract number:</p> <p>Name and address of the Purchaser:</p> <p>Country of origin:</p> <p>Gross weight:</p> <p>Net weight:</p> <p>Package number of total number of packages:</p> <p>Brief description of content:</p> <p>Upright markings, where appropriate, shall be placed on all four vertical sides of the package.</p> <p>All materials used for packing shall be environmentally neutral.</p>
12. Insurance	GCC 23.1	<p>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.</p>
13. Transportation	GCC 24.1	<p>Obligations for transportation of the Goods shall be in accordance with:</p> <p>The supplier is required under the contract to transport the Goods to the specified place of final destination including insurance and storage; and related costs shall be included in the contract price.</p>
14. Inspections and Tests	GCC 25.2	<p>Tests and Inspections specified in ‘Section 5’ Schedule of Requirements, shall be carried out at the following times or milestones, and places:</p> <p>a) Type of Test: Factory Acceptance Tests Goods: Transportable Submersible Dredging Pump Time or Milestone: Before dispatch from Factory Place: Factory Premises of the manufacturer</p> <p>Two (2) Inspectors from NEA, shall visit for Factory Acceptance Tests. For the witness of the test, the Types and details of tests and procedures shall be provided to KGA at least 20 days prior to the Factory Acceptance Tests.</p> <p>b) Type of Test: Site Commissioning Test Goods: Transportable Submersible Dredging Pump and</p>

		<p>Pump Starter Time or Milestone: after site delivery Place: Premises of the Purchaser Address: Kali Gandaki 'A' Hydroelectric Power Station, Beltari, Syangja, Nepal Country: Nepal</p>
	GCC 25.3	<p>Inspection and Test Protocol shall be made available to the Purchaser at least one month before the call for Inspection and Factory Acceptance Test. The Purchaser will depute his Two Technical Representatives to witness the factory test at Contractor's factory.</p> <p>Travelling expenses, per diem, accommodation, living and other expenses incurred by such personnel during their visit for shop inspection shall be borne by the Contractor. The per diem allowance shall not be less than US\$ 165 per person for a minimum period of seven days for each person.</p>
15. Liquidated Damages	GCC 26.1	<p>The applicable rate of liquidated damages shall be: 0.05 percent of total contract price per calendar day of delay.</p> <p>The maximum amount of liquidated damages shall be: ten (10) percent of the Contract Price.</p>
16. Warranty	GCC 27.3	<p>The period of validity of the Warranty shall be 12 months for the GOODS after delivery and acceptance at final destination.</p> <p>For the purposes of the Warranty, the place of final destination shall be: Powerhouse of Kali Gandaki 'A' Hydroelectric Power Station, Beltari, Syangja, Nepal</p>
	GCC 27.5	<p>The Supplier shall correct any defects covered by the Warranty within thirty (30) days (provided first time) of the particular goods/Services after being notified by the Purchaser of the occurrence of such defects.</p> <p>The maximum amount of liquidated damages shall be: ten (10) percent of the Contract Price.</p>
	GCC 27.6	<p>If the contractor fails to repair /complete the defect in time, NEA may complete the job on its own and charge the contractor accordingly. Any non-cooperation/default in the part of the contractor may be sufficient cause to take action of blacklisting.</p>
17. Limitation of Liability	GCC 29	<p>The contractor shall not be exempted for following cases:</p>
		<p>a) Direct loss or damage: the damage or losses caused to the equipment/machine/tools/system by the contractor during fulfillment of scope of work.</p>

		<p>b) Failure to restore the system within the specified time mentioned in Technical Specifications.</p> <p>c) The contractor shall make all the necessary arrangements at earliest possible time to restore equipment/machine/tools/system back to its initial operational state. The purchaser, at its discretion with written notice to the contractor, can procure damaged equipment/machine/tools/system and hire a third agency to restore the system. The purchaser shall deduct all the cost and charges incurred during such restoration, from the final payment to the contractor.</p> <p>The purchaser, under any circumstances, shall not be liable to the third party. But, any action carried out by the third party shall make supplier liable to the purchaser.</p>
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Section 8. Contract Forms



A. Letter of Intent

[On letterhead paper of the Employer]

Date: _____

To: _____

Subject: **Issuance of letter of intent to award the contract KGA-074/075-TM-15**

This is to notify you that, it is our intention to award the contract dated..... for execution of the **KGA-074/075-TM-15 SUPPLY, DELIVERY, TESTING AND COMMISSIONING OF TRANSPORTABLE SUBMERSIBLE DREDGING PUMP** 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]



B. Letter of Acceptance
[On letterhead paper of the Employer]

Date: _____

To: _____

Subject: **Notification of Award**

This is to notify that your Bid dated _____ for execution of **KGA-074/075-TM-15 SUPPLY, DELIVERY, TESTING AND COMMISSIONING OF TRANSPORTABLE SUBMERSIBLE DREDGING PUMP** 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 contact 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: _____



C. 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., SUPPLY, DELIVERY, TESTING AND COMMISSIONING OF TRANSPORTABLE SUBMERSIBLE DREDGING PUMP and has accepted a Bid by the Supplier for the supply of those Goods and Related Services in the sum of NRs [Insert amount of contract price in words and figures including taxes] (hereinafter “the Contract Price”)

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - a) Contract Agreement
 - b) the Purchaser’s Notification to the Supplier of Award of Contract;
 - c) the Bid Submission Form and the Price Schedules submitted by the Supplier;
 - d) the Special Conditions of Contract;
 - e) the General Conditions of Contract;
 - f) the Schedule of Requirements;
 - g) the Technical Specifications;
 - h) *[indicate other documents the Purchaser wants to add in the particular procurement]*

This Contract shall prevail over all other Contract documents In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.

3. In consideration of the payments to be made by the Purchaser to the Supplier as indicated in this Agreement, the Supplier hereby covenants with the Purchaser to provide the Goods and Related Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Related Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of “Nepal” on the day, month, and year indicated above.

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



D. Performance Security
KGA-074/075-TM-15

**SUPPLY, DELIVERY, TESTING AND COMMISSIONING OF TRANSPORTABLE
SUBMERSIBLE DREDGING PUMP**

To:

**The Manager
NEA, Kali Gandaki 'A' Hydropower Station,
Beltari, Syangja, Nepal**

WHEREAS [insert complete name of Supplier] (hereinafter “the Supplier”) has received the notification of award for the execution of **KGA-074/075-TM-15** “SUPPLY, DELIVERY, TESTING AND COMMISSIONING OF TRANSPORTABLE SUBMERSIBLE DREDGING PUMP” (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]

