NEPAL ELECTRICITY AUTHORITY

(A Government of Nepal Undertaking)

Engineering Services Directorate

Electromechanical Design Division

Kotre Pole Plant, Tanahun

TENDER NO: KPP-2074/75-STS-02

BID DOCUMENTS
FOR
SUPPLY AND DELIVERY
OF

Ordinary Portland Cement

Kotre Pole Plant, Tanahun
Electro Mechanical Design Division
Engineering Services Directorate
Nepal Electricity Authority
Durbar Marga, Kathmandu
Nepal
***Tel. :* + 977 (01) 4153025**
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PART - A

NEPAL ELECTRICITY AUTHORITY

(GOVERNMENT OF NEPAL UNDERTAKING)
ENGINEERING SERVICE DIRECTORATE
ELECTO-MECHANICAL DESIGN DIVISION

KOTRE POLE PLANT

Kotre, Tanahu, Nepal
(Re- publication Date: 24th Falgun, 2074)

National Competitive Bidding.

Nepal Electricity, Engineering Service Directorate, Electro-Mechanical Design Division, Kotre Pole Plant (KPP), Kotre, Tanahu re-invites sealed Tenders from eligible Bidders, Suppliers, Manufacturers or their authorized representatives for the following works :-

SN.	Works/Jobs	Tender No.	Last date for Sale of Tender Documents (Office Hours)	Last Date of Bid Submission, Opening Time & Place	Cost of Tender Documents (Non-refundable)	Bid Security/Bid Bond (Bank Deposit /Bank Guarantee)	Tender Documents available from.	Bank A/C No.
1	Supply, and Delivery of 53 grade Nepali OPC Cement	KPP-2074/075-STS-02	Up to 30th Falgun 2074	1st Chaitra, 2074 till 12.00 Noon and 2.00 PM at Electro-Mechanical Design Division. Ktm	5000.00	5,10,000.00	Electro-Mechanical Design Division. Central office, Kathmandu	Kotre Pole Plant A/C No. 1201013042601 at Nabil Bank Limited, Pokhara Branch.
2	Supply, and Delivery of Different size High Strength Deformed Re-bars & Binding Wires	KPP-2074/075-STS-03	Up to 30th Falgun 2074		3000.00	1,60,000.00		

Interested eligible bidders may buy tender documents upon submission of written application along with VAT registration certificate, Company registration certificate & their renewals, Tax clearance certificate and cash deposited bank voucher (non-refundable) as provided on the notice. For further details, please visit NEA website http://www.e-nea.org.np or contact at Tel no. 061-620427 or email us in kpp.kotre@gmail.com.

PART B

Section I

INSTRUCTIONS TO BIDDERS

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Section I

INSTRUCTIONS TO BIDDERS

A. Introduction

1. General

Nepal Electricity Authority, Engineering Services Directorate, Electro Mechanical Design Division intends to procure from its own internal resources the specified material, i.e. "**Ordinary Portland Cement** (as per technical specification mentioned in Tender Document) for production of PSC Pole" for its use. Payments shall be made in Nepalese Currency only and subject to the terms and conditions of payment specified in conditions of the Contract. All the relevant terms and conditions of Public Procurement act-2063 and Financial Administration Regulation- 2068 of Nepal Electricity Authority shall also be applicable for the execution of the Contract.

2. Definitions

Whenever used in this INVITATION FOR BIDS (IFB) or other CONTRACT DOCUMENTS or in any correspondence relating hereto, or any supplement made a part hereof, the following terms shall have the meanings set forth hereinafter.

2.1 "APPROVED / APPROVAL" shall mean approval in writing by the "NEA"

2.2 "BIDDER" shall mean the person, partnership, or corporation who submits a proposal to furnish and deliver materials for a price. Upon acceptance of the successful BIDDER's Proposal, BIDDER will become Material Supply CONTRACTOR and all reference to BIDDER shall apply to CONTRACTOR.

2.3 "BID AMOUNT" shall means the total Bid Amount indicated in the Bill of Quantity, Bid Price or Bid sum or such adjusted amount if corrections are made under the provision in the Contract.

2.4 "CONTRACTOR" or "SUPPLIER" shall mean and refer to the successful BIDDER OR BIDDERS after acceptance of his Proposal and his posting of acceptable Performance Bond, as required.

2.5 "CONTRACT" shall mean and refer to the written, binding agreement between NEA and the CONTRACTOR.

2.6 "CONTRACT DOCUMENTS" shall mean and refer to the CONTRACT, all Drawings, Specifications and Addenda thereto as prepared and issued by NEA, the CONTRACTOR's Proposal, the Acceptance of the Proposal, and any Manufacturer's Drawings as approved by NEA, all of which are or become part of the Agreement between the CONTRACTOR and NEA.

2.7 "GOODS" shall mean Ordinary Portland Cement (***as per technical specification mentioned in Tender Document***) and refer to the furnishing and delivering of items as set forth in the CONTRACT DOCUMENTS.

2.8 GoN shall mean and refer to Government of Nepal or any agency of Government of Nepal.

2.9 "MANUFACTURER" shall mean the person, partnership or corporation, who manufactures the GOODS.

2.10 "LETTER OF ACCEPTANCE", shall mean the official notice issued by NEA notifying the CONTRACTOR that his Bid has been accepted and that NEA desires to enter into a mutually acceptable CONTRACT.

2.11 "NEA" shall mean and refer to Nepal Electricity Authority, its successors.

2.12 "PROVISIONAL ACCEPTANCE CERTIFICATE" means the issuance of an official document by NEA certifying that invoiced GOODS have been delivered to the warehouse specified by NEA. The certificate shall specify whether the GOODS, when delivered, were in satisfactory physical conditions or not and whether there were any loss or damages to the delivered GOODS. But it will not specify whether the GOODS were in good condition to perform its normal functions.

2.13 "RUPEES" shall mean Rupees of Nepali Currency.

2.14 "SPECIFICATIONS" shall mean the specification prepared for particular items as instruction to the Contractor in executing that item or work.

2.15 "BID PROPOSAL" shall mean and refer to the Bid comprising of documents prepared in accordance with Clause 11.

2.16 "WEEK" shall mean seven consecutive days.

2.17 "WORKS" shall mean the work to be executed in accordance with the Contract.

2.18 "SEAL" shall mean or refer to the condition of the envelop closed from all sides by using glue and wax.

3. Scope

3.1 NEA wishes to receive Bids for supply and delivery at site of the GOODS (Ordinary Portland Cement) described in the Section V hereof.

3.2 All Bids are to be filled completely and returned to NEA in accordance with these Instructions to Bidders.

4. Eligible bidders

4.1 This Invitation for Bids (IFB) is open to suppliers/manufacturers that are in the relevant business and shall have acquired ISO/ NS/ IS certificate for their product.

4.2.1 BIDDERS should not be associated or have been associated in the past directly or indirectly with a firm or any of its affiliates which have been engaged by NEA to provide consulting services for the preparation of the design specification and other documents to be used for the procurement of the GOODS to be purchased under this instruction to bid.

4.2.2 No action shall be taken on the bid of all the bidders found to be in conflict of interest or involved in corrupt/fraudulent practice and legal action shall be taken against such bidders.

4.3 BIDDER shall supply the Cement sample (at least 5 Bags) to be supplied for demoulding test. All the cost associated with such test shall be born by the BIDDER. BIDDER, who has already performed such test, will not be required to do such demoulding test again. However, certificate of such test shall be available before the supply of OPC cement mentioned in the Tender.

5. Cost of Bidding

5.1 The BIDDER shall bear all cost associated with the preparation and delivery of its Bid, and NEA will in no case be responsible or liable for any costs incurred, regardless of the conduct or outcome of the bidding process.

6. Assurance

6.1 The successful BIDDER will be required to give satisfactory assurance of its ability and intention to deliver the GOODS, pursuant to the CONTRACT, within the time set forth therein.

B. The Bidding Documents

7. Bidding Documents

7.1 NEA shall provide one original set of hard copy and one electronic copy of Bid Document. In case of discrepancy between hard copy and electronic copy, hard copy of the bid shall govern.

The GOODS required, bidding procedures and CONTRACT terms are prescribed in the Bidding Documents. In addition to the IFB, the Bidding Documents include:

I. Instructions to Bidders
II. Contract Form
III. General Conditions of Contract
IV. Special Conditions of Contract
V. Technical Specifications
VI. Annexes
   A. The Bid form
   B. Price Schedule
   C. The delivery schedule
   D. The Bid security
   E. Performance Security Form
   F. Declaration of Local Agent
   G. Data on Qualification of Bidder/Manufacturer (Form G1 to Form G10)
VII. Amendments, if any,

7.2 The BIDDERS are expected to examine all instructions, forms, terms and specifications in the Bidding Documents.

8. Clarification of Bidding Documents

8.1 Any prospective BIDDER requiring any further information or clarification of the Bidding Document may notify NEA in writing or by fax at the NEA's mailing address indicated in the invitation for Bids. NEA will respond in writing to any request for information or clarification of the Bidding Documents which it receives no later than 5 days.

8.2 Any substantive explanations or interpretation will be made in the form of a written amendment which will be furnished to all BIDDERS alike and will be binding upon them. Receipt of such Amendment by BIDDERS shall be acknowledged in their Bid.

9. Amendment of Bidding Documents

9.1 At any time prior to the deadline for submission of Bids, NEA may, for any reason, whether on its own initiative or in response to a clarification requested by a prospective BIDDER, modify the Bidding Documents by amendment.

9.2 The amendment shall be part of the Bidding Documents pursuant to Clause 7.1, and will be transmitted in writing or by fax to all prospective BIDDERS who have received the Bidding Documents, and will be binding on them.

9.3 In order to afford prospective BIDDERS reasonable time in which to take the amendment into account in preparing their Bids, NEA may, at its discretion, extend the deadline for the submission of Bids in accordance with Clause 22.

10 Language of Bid

10.1 The Bid prepared by the BIDDER, and all correspondence and documents relating to the Bid exchanged by the BIDDER and NEA, shall be written in the Nepalese or English language. Any printed literature furnished by the BIDDER may be written in another language, provided that this literature is accompanied by an English translation duly authenticated, in which case, for the purpose of interpretation of the Bid, the English translation shall govern.

C. Preparation of Bids

11. **Documents Comprising the Bid**

11.1 The Bid prepared by the bidder shall be wax sealed and shall comprise the following:

(i) The Goods are substantially in compliance with the governing standards and specifications of the Goods given in Section V of Bid Documents. The data sheets attached with the specification shall be duly filled up to establish the compliance with the specification and to meet other conditions of the Bid.

(ii) The documentary evidence to demonstrate that the bidder or his manufacturer has the technical and production capacities to perform the contract under this tender as per Clauses 15 and 16. For this purpose the BIDDER shall duly fill up the forms G, and furnish user's certificates to authenticate the information provided in these forms.

(iii) The delivery schedule duly filled up

(iv) The tender has been bought and submitted by the same party.

(v) Any other information/documentation required to be furnished in accordance with the instructions to BIDDERS.

(vi) The Bid form and Price Schedule completed in accordance with Clauses 12, 13 and 14 of Bid Document.

(vii) The Bid security is furnished in accordance with Clause 17 of Bid Documents.

All pages of the original Bid Documents, issued by NEA shall be initialed and stamped and returned along with the bid Proposals as appropriate.

12. Bid Form

12.1 The BIDDER shall complete one original and one (1) duplicate copy of the Bid document. One copy should be marked “Original” and the other one "Duplicate". In the event of discrepancy between the "Original" and those marked “Duplicate” the “Original” version shall govern.

13. Bid Prices

13.1 The BIDDER shall complete the appropriate Price Schedules included herein, stating the unit price and the total Bid Prices of all GOODS to be supplied under the CONTRACT.

13.2 Price quoted in the Price Schedule should be entered in the following manner:

(a) The GOODS to be offered from any country shall be quoted in Nepalese currency only. The price shall include the cost of Goods, transportation up to NEA warehouse and all applicable taxes and duties inside and outside Nepal.

13.3 Prices quoted by the BIDDER shall remain fixed and valid throughout the period of Bid validity, and any extensions thereof, and if the BIDDER is awarded the CONTRACT, said prices shall remain fixed and valid until completion of the CONTRACT performance and will not be subject to variation on any account.

14. Bid Currencies

Prices shall be quoted in the Nepalese currency only.

15. Qualification of the Bidder

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

1 Power of Attorney

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

2 Legal Status

2.1 For the Bidder which in not a Joint venture (JV)

The Bidder shall be a manufacturer or Supplier legally registered for at least five (5) years for conducting business 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 Joint Venture (JV) Bidder:

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

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

(c) The partners of the JV shall manufacturers or suppliers. Each of the partners of the JV shall be legally registered for at least five (5) years of conducting business similar to the one for which the Bid is invited.

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

3 Financial Capacity of the Bidder

3.1 Financial Statement

The Bidder including Joint Venture partners, if any, shall submit audited financial statements (Balance sheet and profit and loss account) for the last three (3) fiscal years. Balance sheet and profit & loss account sheet shall be signed and sealed by the registered auditor(s).

3.2 Line of Credit

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

3.3 Average Annual Turnover

(a)For the Bidder which in not a Joint venture (JV)

The Bidder shall have Average Annual Turnover (defined as the total payments received by the bidder averaged over last three consecutive years period) of not less than (three times the estimate amount).

If the Bidder is domestic manufacturer, the required average Annual Turnover shall not be less than (half of the estimated amount)

(b) For the JV Bidder

The Average Annual Turnover of the lead partner shall not be less than 51% of the amount stated above in sub-clause 3.3 (a).The Average Annual Turnover of other partners shall not be less than 10% of the amount stated in sub-clause 3.3 (a).Aggregate Annual Turnover (with line of credit facilities) of all the JV partner shall not be less than the values specified in sub-clause 3.3 (a)

3.4 Availability of Financial Resources (Working Capital)

For the Bidder which in not a Joint venture (JV):

The Bidder shall have working capital (defined as total current assets less total current liabilities) of at least (one third (1/3) times estimated amount) in the last fiscal year.

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

For the JV Bidder:

Working Capital of the lead partner shall not be less than 51% of the amount stated above in sub-clause 3.3.Working Capital of other partners shall not be less than 10% of the amount stated in sub-clause 3.3. Aggregate Working Capital (with line of credit facilities) of all the JV partner shall not be less than the values specified in sub-clause 4.3 (a).

4 Manufacturing Experience

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

4.2 The manufacturer of Goods to be supplied under this Bid shall hold valid quality ISO certificate as required by the specification and a copy of ISO certificate shall be included in the Bid.

4.3 Type test certificate, if applicable, shall be included in the Bid and shall bear a date that is not earlier than five years from the last date of Bid submission. The type test certificate shall have been issued by a reputed independent laboratory.

4.4 The Bidder shall submit at least two numbers of end user certificates showing that the manufacturer has successfully completed the supply of at least (twice the Bid quantity) of offered items as a main supplier over last five(5) years period ending on the last date of bid submission. Out of supplied quantity, a minimum of (half the bid quantity) of offered goods shall have been in operation satisfactorily to the end user for at least one (1) year. The end user certificates shall be on the letterhead of the end user with the valid address for correspondence and signed by or on the behalf of the end user.

5 Miscellaneous

The Bidder or any of the joint venture partners shall not be on the blacklist circulated by public procurement monitoring office, Government of Nepal or Nepal Electricity Authority.

16. Documents Establishing the GOODS Conformity to the Bidding Documents

16.1 The documentary evidence of the GOODS conformity to the Bidding Documents may be in the form of literature, drawings and data, and shall furnish:

(a) detailed description of the GOODS essential technical and performance characteristics; and

(b) a clause-by-clause commentary on the Specifications, demonstrating the GOODS responsiveness to these Specifications or a statement of deviations and exceptions to the provisions of the Specifications.

17. Bid Security

17.1 Pursuant to Clause 11, the BIDDER shall furnish, as part of its Bid, Bid Security in an amount equivalent to 2 to 3 (two to three) percent of total Bid price.

17.2 The Bid Security shall be denominated in the currency of the Bid. The bid security shall be in the following form:

(a) Bid Bond in the form of a Bank Guarantee drawn on a Commercial Bank in Nepal in favor of NEA in the Form provided in the Bidding Documents and valid for one hundred Twenty (120) calendar days from the date of Bid closing prescribed by NEA, pursuant to Clause 20;

In case the bid security is drawn from foreign bank, it shall be counter guaranteed from any acceptable bank from Nepal.

17.3 Any Bid not secured in accordance with Clause 17.1 and 17.2 above will be rejected by NEA as non- responsive, pursuant to Clause 29.

17.4 An unsuccessful BIDDER's Bid Security will be released / returned as promptly as possible upon award of CONTRACT to the successful bidder, but in any event not later than thirty (30) calendar days after the expiration of the period of Bid Validity prescribed by NEA, pursuant to CLAUSE 18.

17.5 The successful BIDDER's Bid Security will be released/ returned upon the BIDDER's executing the CONTRACT, pursuant to Clause 35 and furnishing the Performance Security, pursuant to Clause 36.

17.6 The Bid Security shall be forfeited:

(a) if a BIDDER withdraws or modifies its Bid during the period of bid validity specified by the BIDDER on the Bid Form, or

(b) if a BIDDER offers the changes in the bid price or substance of the bid at the time of submission of their response sought pursuant to clause 25, or

(c) in the case of a successful BIDDER, if the BIDDER fails or refuses :

(i) to sign the CONTRACT in accordance with Clause 35
(ii) to furnish the Performance Security in accordance with Clause 36
(iii) to accept the correction of its Bid by the Purchaser, pursuant to ITB Clause 28.2.

17.7 The Bid Security of the joint venture shall be in the name and liability of all the joint venture partners.

18. Period of Validity of Bids

18.1 Bids shall remain valid for a minimum of ONE HUNDRED TWENTY (120) calendar days after the date of Bid closing prescribed by NEA, pursuant to Clause 20.

18.2 Not withstanding Clause 18.1 above, NEA may solicit the BIDDER's consent to an extension of the period of bid validity. The request and the response there to shall be made in writing, or fax. If the BIDDER agrees to the extension request, the Bid Security under Clause 17 shall also be suitably extended. 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.

19. Format and Signing of Bid

19.1 The original Bid Form and accompanying documents, clearly marked "Original Bid", plus one (1) copy marked "Duplicate" must be received by NEA at the date, time and place specified pursuant to Clause 20 and 21. In the event of any discrepancy between the original and the duplicates, the original shall govern.

19.2 The original and the duplicate copy of the Bid shall be typed or written in indelible ink and shall be signed by the BIDDER or a person/persons duly authorized to sign on behalf of the BIDDER. Such authorization shall be indicated by written power-of-attorney accompanying the Bid. All pages of the Bid, except for original printed literature, shall be initialed by the person/persons signing the Bid. The name and position held by each person signing must be typed or printed below the signature.

19.3 The Bid shall contain no interlineations, erasures, or overwriting except as necessary to correct errors made by the BIDDER in which case such corrections shall be initialed by the person/persons signing the Bid.

19.4 Each page of the document furnished by the Bidder shall bear the page number.

19.5 The Bidders shall attach a separate page showing the contents of literature/ brochures of the respective section.

19.6 The Bid shall be organized in different sections depending on its subject. The contents of the sections so organized shall be systematic and not haphazard.

D. Submission of Bids

20. Sealing and Marking of Bids

20.1 The BIDDER shall wax seal the original and one duplicate copy of the Bid in an inner and an outer envelope, duly marking the envelopes as “Original” and “Duplicate”.

20.2 The inner and outer envelopes shall:

(a) be addressed to NEA at the following address
Nepal Electricity Authority
Electromechanical Design Division
Engineering Services

(b) bear the words:

"Bid for Supply and Delivery of Ordinary Portland Cement

DO NOT OPEN BEFORE 14.00 hours on **01/12/2074 (March 15, 2018).**

20.3 The envelope shall indicate the name and address of the Bidder to enable the Bid to be returned unopened if it is declared late in submission or is otherwise unacceptable.

20.4 If the envelope is not sealed as instructed above, NEA will assume no responsibility for the misplacement or premature opening of the Bid submitted. The Bid thus received will be rejected.

21. Deadline for Submission of Bids

The Bid in prescribed format duly signed and stamped by the bidder or their authorized representative, together with the required copies must be delivered by the bidder or their representative to NEA at the address specified in Clause 20.2 (a) no later 12:00 hours local time on **01/12/2074 (March 15, 2018).**

21.1 NEA may, at their discretion, extend the deadline for the submission of Bids by amending the Bidding Documents in accordance with Clause 9, in which case all rights and obligations of NEA and BIDDERS previously subject to the deadline will thereafter be subject to the deadline as extended.

21.1.1 Each BIDDER shall submit only one Bid, either individually or as a partner in a joint venture. Alternative offer in the Bid shall not be accepted.

22. Late Bids

22.1 NEA shall not consider any Bid that arrives after the deadline for submission of Bids, in accordance with ITB Clause 21. Any Bid received by the NEA after the deadline for submission of Bids shall be declared late, rejected, and returned unopened to the Bidder.

23. Modification and Withdrawal of Bids

23.1 The BIDDER may modify or withdraw its Bid after the Bid's submission, provided that written notice of the modification or withdrawal is received by NEA prior to the deadline prescribed for submission of Bids.

23.2 No Bid shall be modified after the expiry of the deadline for submission of Bids.

23.3 No Bid may be withdrawn in the interval between the deadline for submission of Bids and the expiration of the period of bid validity specified by the BIDDER on the Bid Form.

E. Bid Opening and Evaluation

24. Opening of Bids by NEA

24.1 NEA will open the Bids in the presence of BIDDERS' representatives who choose to be present at 14:00 hour's local time on **01/12/2074 (March 15, 2018)** at the following location:

Electromechanical Design Division, Engineering Services Directorate, Nepal Electricity Authority, Durabarmarga, Kathmandu, Nepal. The BIDDERS representatives who are present shall sign a register evidencing their attendance.

24.2 The BIDDERS names, important features of the specifications of offered goods and/or any major deviations, if any, will be read out and recorded in the minutes of meeting which shall be signed by the representative of the bidders.

24.3 Bid prices, Bid withdrawals (if any) and the presence or absence of Bid security and other details as NEA at its discretion, may consider appropriate shall be read out and recorded in the minutes of meeting.

25. Clarification of Bids

25.1 To assist in the examination, evaluation and comparison of Bids NEA may, at its discretion, ask the BIDDER for a clarification of its Bid. All responses to request for clarification shall be in writing, and no change in the price or substance of the Bid shall be sought, offered, or permitted.

26. Evaluation of Bids

The bid of that bidder who has offered the lowest bid price shall be evaluated in following three stages:

a.) Evaluation of technical aspect of the bids;

b.) Evaluation in respect to commercial terms;

c.) Evaluation of financial aspect of the bid:

a.) Evaluation of Technical aspect of the bids:

The evaluation of bid on the technical aspects shall be done in following manner:

26.1 NEA will examine the technical proposal of the bidders to determine whether they are complete, whether the documents have been properly signed by their authorized representative and whether the Bids are generally in order, whether the offered goods are substantially in compliance with the specification and whether forms from G have been correctly filled up and whether the required Bid security has been furnished.

26.2 The NEA shall also confirm that the following documents and information have been provided:

i. The written confirmation of authorization to commit the Bidder and the local agent.

ii. The copy of the joint venture Agreement in case of joint venture.

iii. The documents to prove the eligibility of the bidder and goods.

iv. The documents to substantiate the qualification of bidders.

v. The price schedule as per the tender document.

26.3 NEA will determine the technical substantial responsiveness of Bid to the Bidding Documents. A technically substantially responsive Bid is one which conforms to all the terms and conditions of the Bidding Documents without material deviation.

26.3 The bid of lowest quoted bidder determined not to be technically substantially responsive will be rejected by NEA and shall not subsequently be made responsive by the BIDDER by correction of the nonconformity and the bid of next lowest quoted bid will be considered for evaluation and so on.

b.) Evaluation in respect to commercial terms:

27.0 The bid of lowest quoted and technically responsive bidder shall be evaluated in terms of following aspects:

i. Delivery Schedule

ii. Payment Terms

iii. Delayed or early delivery of goods

iv. Bid bond

v. Any other liability to be fulfilled by the bidder

vi. If the bid is conditional

27.1 NEA will determine the responsiveness on commercial terms of Bid to the Bidding Documents. A commercially responsive Bid is one which conforms to all the terms specified above.

27.2 The bid of lowest quoted and technically substantially responsive bidder determined not complying with the commercial terms will be rejected by NEA and shall not subsequently be made responsive by the BIDDER by correction of the nonconformity and the bid of next lowest quoted bid will be considered for evaluation and so on.

c.) Evaluation of financial aspect of the bid:

The financial evaluation of bid found to be technically and commercially responsive shall be done in following manner:

28.1 To facilitate evaluation and comparison, NEA will convert all Bid prices in the various currencies, to Nepalese Rupees at the selling exchange rate established by Nepal Rastra Bank on the date of opening of the Bid.

28.2 The financial proposals of the Bid will be checked for any arithmetical errors. Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price obtained by multiplying the unit price and the quantity, the unit price shall prevail and the total price will be corrected. If there is a discrepancy between words and figures, the amount in words shall prevail. If the successful Bidder chooses not to accept the corrected amount of Bid, its Bid will be rejected and the Bid security will be forfeited.

28.3 NEA's evaluation of a Bid shall take into account in addition to the Bid price:

(a) In the case of goods partially or wholly manufactured within Nepal, VAT and other taxes which may be levied on the finished goods;

(b) In the case of goods to be offered from outside Nepal, customs duties, VAT and other taxes and duty as applicable this may be levied on the goods.

28.4 Prices will be evaluated and compared on the basis of total submitted prices **CIF** site as specified in Bid Package plus duties and taxes as per Clause 28.3.

28.5 While comparing domestic Bids with foreign Bids, a 10% (Ten Percent) margin of preference as per NEA prevailing rules will be granted to GOODS manufactured in Nepal.

28.6 NEA reserves the right to accept minor variation or deviation. Variations, deviations and other factors which are in excess of the requirement of the Bid Document or otherwise result in the accrual of unsolicited benefits to NEA shall not be taken into account in Bid evaluation.

28.7 The NEA will notify the Bidders in writing who have been rejected on the grounds of being substantially non-responsive to the requirements of the Tender Document or the tender process being annulled. Within 30 days of such notification the bidder may sought the basis of such rejection or annulment.

28.9 The bidder may appeal for the reassessment for the error or decision made during the bidding procedure.

29.0 Rejection and Non-Responsiveness of Bids.

Bids shall be rejected as being non-responsive if:

(a) The BIDDER has not purchased and returned the original document issued by NEA.

(b) The Bid Document is issued in the name of one firm and Bid proposal submitted by another firm. The bid has been purchased in the name of single firm and submitted in the name of Joint Venture and vice versa.

(c) The Bid does not contain wax sealed bid proposal.

(d) The Bid is not signed and stamped by the BIDDER or their authorized representative.

(e) The bid is withdrawn in accordance with clause 23.

(f) It is proved that bidders have submitted the bids by making such arrangements that limits the participation of other bidders or influences the bid price in any manner.

(g) The Bid is received by NEA after the deadline for submission of Bids.

(h) All the information required by the bid document is not mentioned or falsely quoted.

(i) The documents and guarantee/bank voucher as required by the bid are not attached with the bid proposal.

(j) The notarized copy of joint venture agreement is not attached, in case the bidder is participating in the bid in Joint Venture.

(k) The amount of commission, currency of payment, and method of payment to the bidder's agent are not revealed.

(l) Any other conditions with the agent is not revealed or falsely mentioned.

(m) The notarized power of attorney to sign the bid on behalf of joint venture is not attached.

(n) The percentages of liability among joint venture partners are not clearly mentioned.

(o) The bid is conditional.

(p) Any conditions mentioned in tender invitation are not fulfilled.

(q) Data on qualifications of Bidder/ Manufacturer (Form G) are not filled and the supporting documents required by the forms are not furnished.

(r) Proposed delivery schedule showing completion dates more than NEA's requirement.

(s) The Bid fails to satisfy that Bid is fully cognizant of the scope and details of the work involved.

(t) The Bid does not contain technical information and documents for major items required by the Specifications for materials on which the BIDDER is offering.

(u) The offered goods are not substantially in compliance with the specification.

(v) If the attached Technical Data Sheet in the specification is not properly completed and/or data furnished are not supported by the catalogues and test reports (wherever required).

(w) Qualification criteria as per Clause 15 are not met.

(x) The description provided by the bidders pertaining to the qualification is found to be false or is substantially incomplete.

(y) The BIDDER is blacklisted in its contractual obligations in past NEA contracts.

(z) If the required documents are not submitted authenticated English version. However the documents in Nepali language issued from the concerned authority of Nepal will also be accepted.

(aa) The bidder does not offer all the items and quantity specified in Price Schedule.

(bb) The Bid Security (Bid Bond) is not enclosed pursuant to Clause 17 or is not acceptable in form and / or substance.

(cc) The Bid has price escalation clause.

(dd) The Bid Security submitted is not specifically mentioned to be applicable to the offer of the Bidder.

(ee) The Bid Bond submitted by someone other than the Bidder does not clearly mention that the Bond is submitted on behalf of the Bidder in the Bid Bond itself.

(ff) The Bid Bond is not in the name of Joint Venture, in case of Joint Ventures.

(gg) The bid price of lowest substantially responsive bidder is substantially higher than the estimated price.

30. Contacting NEA

30.1 After the public opening of Bids, information relating to the examination, clarification, evaluation and comparison of Bids and recommendation concerning the award of contract shall not be disclosed to Bidders or other persons not officially concerned with such process until the award of the contract to the successful Bidder has been announced.

30.2 Subject to Clause 25, no BIDDER shall contact NEA on any matter relating to its Bid, from the time of Bid opening to the time the CONTRACT is awarded.

30.3 Any effort by a BIDDER to influence NEA in its Bid evaluation, Bid comparison, or CONTRACT AWARD decisions, will result in rejection of the BIDDER's Bid.

31. NEA's Right to Accept Any Bid and to Reject Any or All Bids

31.1 NEA reserves the right to accept or reject partly or wholly any Bid, and to annul the bidding process and reject all Bids, at any time prior to award of CONTRACT, without thereby incurring any liability to the affected BIDDER (S) or any obligation to inform the affected BIDDER (S) of the grounds for NEA's action.

31.2 In awarding the CONTRACT for the GOODS, NEA also reserves the right to make the award to one BIDDER for all or part of the GOODS or more BIDDERS.

F. Award of Contract

32. Qualification and Award

32.1 NEA will determine to its satisfaction whether the BIDDER is qualified to satisfactorily perform the CONTRACT.

32.2 The determination will further take into account the BIDDER'S financial and contracting capacities as well as his or his proposed manufacturer's technical and production capacities. It will be based on an examination of the documentary evidence of the BIDDER's qualifications submitted by the BIDDER, pursuant to Clauses 15, 16 as well as such other information as NEA deems necessary and appropriate.

32.3 An affirmative determination will be a prerequisite for award of the CONTRACT to the BIDDER. A negative determination will result in rejection of the bid.

32.4 NEA will award the CONTRACT to the lowest evaluated responsive Bid.

33. NEA's Right to Vary Quantities

33.1 NEA reserves the right to increase up to fifteen (15) percent of total contract price, any or all of the GOODS specified in the Bid Package, without any change in unit price or other terms and conditions within Ninety (90) calendar days from the date of all goods received in the destination store.

34. Letter of Acceptance

34.1 Prior to the expiration of the Bid validity prescribed by NEA, NEA will notify the successful BIDDER in writing by registered letter, or fax to be confirmed in writing by registered letter, that its Bid may be accepted. The name, address and amount of such bidder shall be provided to other bidders also. After seven days of such notification, the bid of successful bidder shall be approved and the NEA will issue the letter to such bidder that its bid has been accepted. This letter is hereinafter referred to as "Letter of Acceptance". This letter of acceptance shall be issued by the NEA after approval of the bid.

34.2 The LETTER OF ACCEPTANCE will constitute the formation of a CONTRACT, until the CONTRACT has been affected pursuant to Clause 35.

35. Signing of CONTRACT

35.1 At the time of LETTER OF ACCEPTANCE, NEA will send the successful BIDDER the Contract Form provided in these Bidding Documents, incorporating all agreement between the parties.

35.2 Within fifteen (15) calendar days of receipt of such LETTER OF ACCEPTANCE, the successful BIDDER shall execute the signing of the CONTRACT at the office of NEA at Kotre Pole Plant, Electromechanical Design Division, Engineering Services, Nepal Electricity Authority, Tanahun, Nepal.

36. Performance Security

36.1 Within fifteen (15) calendar days of the receipt of the LETTER OF ACCEPTANCE from NEA, the successful BIDDER shall furnish unconditional Performance Security of 5% (five percent) or more depending upon deviation of Bid price with estimated price, as per NEA Financial Act ,acceptable to NEA in accordance with the Conditions of CONTRACT in the form of a cash deposit or a Bank guarantee from any Nepalese Commercial Bank to NEA according to Performance Security Form provided in the Bidding Documents.

36.2 Failure of the successful Bidder to comply with the requirements of Clauses 35.2 and 36.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid security, in which event NEA may make the award to the next lowest evaluated Bidder and so on.

37. Special Instructions to Bidders for E-Bidding

a. Bid submission procedure through electronically (e-submission):

- Interested bidders may either purchase the Bidding documents from the Employer's office as specified in the Bid Notice or choose to download the necessary part of bidding documents from e-procurement section of NEA's web site http://www.e-nea-org.np. In case, the Bidder choose to download the bidding documents, prepare his bids on downloaded documents, and submit his bid electronically, the Bidder is required to deposit the cost of bidding document (as specified in the bid notice) in the bank account specified in the IFB. In addition, electronic scanned copy (pdf format) of the Bank deposit voucher shall be also required to be submitted along with the electronic bid files.

- The Bidder shall fill the following documents and forms (in hard copy), signed by the authorized representative and with seal of the company.

S.No.	Document	PDF File name	Requirement	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	All firms in case of JV
4	VAT registration	VAT reg-4	Mandatory for National firms	All firms in case of JV
5	Tax clearances certificate	Tax-5	Mandatory for National firms	All firms in case of JV
6	Power of Attorney of Bid Signatory	Power of att-6	Mandatory	
7	Joint venture agreement	7 JV doc-7	Mandatory	In case of JV
8	Qualification Information	Qualifications-8	Mandatory	
9	BOQ with rate, amount and total amount	BOQ-9	Mandatory	
10	Manufacturers Authorization	Authorization - 10	Mandatory if Bidder is not manufacturer	
11	Technical Data Sheet	TDS-11	Mandatory	
12	Certification Documents	Certifications-12	Mandatory	ISO, end user Certificate etc.
13	Declaration Form	Declaration-13	Mandatory	
14	Authorization from	Authorization from IB-14	Mandatory	From manufacturer

The Bidder shall then scan the completed original documents, forms in PDF files with appropriate filename as shown in the table above. PDF (Adobe acrobat) version must be 4.0 or above. Declaration Letter for Eligibility of Bidder (as mentioned) shall be prepared and scanned and uploaded.

Note: Mandatory means the mentioned files must be included in e-submission and non-submission of such file shall be considered as non-responsive bid. For e-submission purpose the Bidder shall, at first, register in the e-procurement section NEA's web site http://www.e-nea.org.np;

- After preparing all the required bidding documents in PDF scan files as specified as above, the

Bidder shall upload the PDF bid files and submit his complete bid online through e-procurement section of NEA's website http://www.e-nea.org.np within the specified date and time.

- The e-procurement system will accept the e-submission of bid from the date after publishing of notice and will automatically not allow the e-submission of bid after the deadline for submission of bid, as specified above.

- The standard time for e-submission is Nepalese Standard Time as set out in the server of MIS Department of NEA. In case of e-submission of bids, the e-procurement system will, automatically, not allow the e-submission of bid after the deadline for submission 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.

- Bidders may submit his Substitution or Modification or Withdrawal either in hard copy or through e-submission.

- For Substitution of Bid, the Bidder shall follow similar steps with a Substitution letter in PDF file.

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

- When a Bidder submits electronic bid by downloading the bidding documents from the NEA's webpage it is assumed that the Bidder prepares his bid by studying and examining all the Bidding documents including specifications and conditions of contract.

- In case, the Bidder choose to download the bidding documents and deposit the cost of bidding document (as specified in the bid notice) in the Office's account such deposited amount shall be verified by the office during bid evaluation process. The bid shall be non-responsive and shall not be evaluated if the specified cost for bidding document is not deposited in the specified account of the Project for the said document.

b. Requirements and Conditions for E-Submission of Bid:

- The Bidder shall submit his bid electronically in PDF files in the manner specified above, and submission of hard copy of "original plus one copy of bid" is not mandatory.

- In case, if both the electronic bid and original bid in hard copy are submitted to the Purchaser within the bid submission deadline, the Bidder's electronic bid and original bid in hard copy will be accepted for evaluation provided if the facts and figures in hard copy confirm to the PDF files in electronic bid. If there is any discrepancy in fact and figures in Section II: Instructions to Bidders (ITB) of the electronic bid 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.

- *However, for electronically submitted bid in PDF files, the Bidder shall be required to submit*

*documents / clarifications as specified in ITB clause within **3 days** from date of tender opening.*

- The e-submitted bids must be readable through open standards interfaces. Unreadable and or partially submitted bid files shall be considered incomplete and rejected for further bid evaluation.

- In addition to electronically submitted PDF files, the Bidder shall be required to submit documents and clarifications as required by the Purchaser. Non-submission of such documents and or clarifications by the Bidder within specified time may cause forfeiture of Bid Security.

- In case of major discrepancy found between electronically submitted PDF bid files and documents/ clarifications provided by the Bidder, the bid shall not be considered for further evaluation.

- The Bidder shall attach the Bid Security Guarantee in the format attached in the Bid Document. The Bid Security may be forfeited:

  - If the Bidder does not respond and/or submit the documents and or clarifications when requested by the Purchaser.
  - If major discrepancy is found between e-submitted bid information and documents/clarifications provided by the Bidder during verification process as requested by the Purchaser.

c. Bid Opening Process

- Electronically submitted bid shall be opened first at the Bid opening time.

- The e-procurement system allows the Employer to download the e-submitted bid files from the Bidders only after the time for opening the bids.

- The e-submitted bids must be readable through open standards interfaces. Unreadable and or partially submitted bid files shall be considered incomplete and rejected for further bid evaluation.

- After opening of e-submitted bids files, all files shall be printed and recorded at the time of bid opening.

- Envelopes marked with "WITDRAWAL" or "MODIFICATION" or "SUBSTITUTION" and in case of e-submission the files in PDF format under "WITDRAWAL" or "MODIFICATION" or "SUBSTITUTION" shall be opened and read out first. Bids for which acceptable notice of "WITDRAWAL" or "SUBSTITUTION" has been submitted shall not be opened. In case of e-submission 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. In case, if the Bidder can not substantiate or provide evidence to prove the information provided in e-submitted bid through documents/ clarifications, the bid shall not be considered for further evaluation and Clause *[bid forfeit]* as above shall be applicable.

- Proposed facility for submission of bid electronically through e-submission is to increase transparency, non-discrimination, equality of access, and open competition. The Bidders are fully responsible to use the e-submission facility in e-procurement section of NEA's website

http://www.e-nea.org.np in specified procedures and in no case the Employer shall be held liable for Bidder's inability to use this facility.

Qualification Information

In case of e-Bidding, the Bidder is required to submit the documents to prove minimum qualification requirements only and not the detail documents.

Bid Security Format

Form of Bid security shall include the provision as 'This Bank Guarantee shall not be withdrawn or released merely upon return of the original Guarantee by the Bidder unless notified by the Employer for the release of the Guarantee'.

Note: If any discrepancy in ITB, or any confusion or anything regarding ITB, please consult to the office. The decision taken thereafter by the Station Manager or the person authorized by him will be the Final

Section - II

CONTRACT AGREEMENT FORM

THIS AGREEMENT made the ___ _____day of _____between Nepal Electricity Authority (NEA)…….. Nepal of the one part, hereinafter referred to as NEA and _____ _____hereinafter referred to as "the CONTRACTOR" of the other part:

WHEREAS NEA is desirous of procuring the GOODS as provided by the Contractor, viz._____, as identified in the Bid form and Price Schedule (hereinafter "the Goods") and has accepted a Sealed Bid by the CONTRACTOR for the provision of those Goods.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. The CONTRACT shall consist of this Agreement and the following documents, and the exhibits, drawings, specifications and other documents referred to therein (hereinafter the "Agreement Documents", all of which by this reference are incorporated herein and made part thereof:

   Invitation for Bids:

   Instruction to Bidders:

   Bid Form and Price Schedules of the CONTRACTOR:

   Conditions of Contract:

   Specifications:

   Notification of Award:

   Performance Bond:

   Power of Attorney: and

   Agreed Correspondence and Minutes:

   This Agreement sets forth the entire Contract and agreement between the parties pertaining to the supply of the Goods described herein and supersedes any and all earlier verbal or written agreements pertaining to the supply of the Goods. This Agreement shall prevail over all other Agreement documents.

2. In consideration of the payments to be made by NEA to the Contractor as hereinafter mentioned, the Contractor hereby covenants with NEA to provide the Goods and to remedy defects therein in conformity in all respects with the provisions of the Contract.

3. NEA hereby covenants to pay the Contractor, in consideration of the provision of the Goods and the remedying of defects therein, the Contract Price of (*Contract amount both in figures and words*), 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.

4. Any notice under this Contract shall be in the form of letter, or fax. Correspondence or notices to either party shall be given at such address or addresses as such party shall specify from time to time by written notice to the other. In the absence of such notice to the contrary, correspondence or notice to NEA shall be properly addressed to:

   Nepal Electricity Authority
   Engineering Services Directorate
   Electromechanical Design Division
   Durbar Marga
   Kathmandu
   NEPAL
   Tel. : + 977 (01) 4153025
   Fax : + 977 (01) 4153026

   and correspondence or notice to the Contractor shall be properly addressed to:

_____

_____

_____

A notice shall be effective when delivered or on the notice's effective date, whichever is later.

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

_____
Signature for NEA

_____
Signature for CONTRACTOR

Signed, Sealed and Delivered by the said _____
_____ (For NEA) in the presence of

_____

Signed, Sealed and Delivered by the said _____
_____(For the CONTRACTOR) in the presence of

_____

Section III

GENERAL CONDITIONS OF CONTRACT

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Clause Number

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20. Headings
21. Waiver

Qualification Criteria

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

1 **Power of Attorney**

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

2 **Legal Status**

2.1 For the Bidder which in not a Joint venture (JV)

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

2.2 For the Joint Venture (JV) Bidder:

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

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

(c) The partner of the JV shall be manufacturer or suppliers. Each of the partners of the JV shall be legally registered for at least five (5) years for conducting business.

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

3.Financial Capacity of the Bidder

3.1Financial Statements:

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

3.2 Line of Credit

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

4.0 Manufacturing Experience:

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

4.2 The manufacturer of goods to be supplied under this bid shall hold valid quality ISO certificate as required by the specification and a copy of ISO certificate shall be included in the Bid.

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

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

4.4 The Bidder shall submit at least two numbers of end user certificates showing that the manufacturer has successfully completed the supply of at least (twice the bid quantity) of offered items as a main supplier over last five (5) years period ending on the last date of bid submission. Out of supplied quantity a minimum of (half the bid quantity) of offered goods shall have been in operation satisfactorily to the end users for at least one (1) year. The end user certificate shall be on the letter head of the end user with valid address for correspondence and signed by or on behalf of the end user.

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

5.0 Miscellaneous

The Bidder or any of the joint venture partners shall not be on the blacklist circulated by public procurement monitoring office, Government of Nepal or Nepal Electricity Authority.

Section III

GENERAL CONDITIONS OF CONTRACT

1. Use of CONTRACT Documents and Information

1.1 The CONTRACTOR shall not, without NEA's prior written consent, disclose the CONTRACT, or any provision thereof, or any specification, drawings, pattern, sample or information furnished by or on behalf of NEA in connection therewith, to any person other than a person employed by the CONTRACTOR in the performance of the CONTRACT. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for the purpose of such performance.

1.2 The CONTRACTOR shall not, without NEA's prior written consent, make use of any document or information specified in the Clause 1.1 above, except for purposes of performing the CONTRACT.

1.3 Any document, other than the CONTRACT itself, specified in Clause 1.1 above, shall remain the property of NEA and shall be returned in all copies to NEA, on completion of the CONTRACTOR's performance under the CONTRACT, if so required by NEA.

2. Contract Amendments

2.1 Subject to Clause 31 of Section 1, no variations or modification of the conditions and terms of the CONTRACT shall be made except by written amendment signed by the parties.

3. Subcontracts

3.1 The CONTRACTOR shall not subcontract any part of the CONTRACT without first obtaining NEA's approval in writing of the subcontracting and the subcontractor.

3.2 The CONTRACTOR guarantees that any subcontractor of the CONTRACTOR for performance of any part of the work under the CONTRACT will comply fully with the terms of the CONTRACT applicable to such part of the work under the CONTRACT. Overall accountability and responsibility for the CONTRACT will remain with the CONTRACTOR.

4. Inspection and Tests

4.1 The CONTRACTOR shall at its own expense and at no cost to the Purchaser shall carry out all such tests and/or inspections of the Goods and Related Services as are specified in price schedule.

4.2 NEA or its representative shall have the right to inspect and/or to witness the testing of the GOODS to confirm their conformity to the SPECIFICATIONS. The SPECIFICATIONS shall specify what inspections and tests NEA requires and where they are to be conducted.

4.3 The inspections and tests shall be conducted on the premises of the CONTRACTOR or its subcontractor(s) and at the GOODS' final destination in Nepal if required. If the inspection and test of the GOODS are to be conducted on the premises of the CONTRACTOR or its subcontractor(s), all reasonable facilities and assistance within the premises of the manufacturer, including access to drawings and production data, testing manuals, governing

standard etc. shall be furnished to the inspector (Engineer) at no charge to NEA. All the costs associated with inspection/tests including the international transportation, accommodation and per diem @ US$ 100 per person per day for goods to be supplied from outside Nepal for two inspector (Engineer) for minimum seven days shall be borne by the CONTRACTOR and shall be included in BID Price. Similarly, for the GOODS to be supplied from inside Nepal, all the costs associated with inspection/tests including the air/land travel, accommodation and per diem @ NRs. 8000.00 per person per day for two inspectors / Engineers for minimum of seven days shall be borne by the CONTRACTOR and shall be included in BID Price .

4.4 Should any inspected or tested GOODS fail to conform to the SPECIFICATIONS, NEA may reject them, and the CONTRACTOR shall either replace the rejected GOODS or make all alterations necessary to meet the requirements of the SPECIFICATIONS as directed by NEA, free of cost to NEA.

4.5 NEA'S right to inspect, test and, where necessary, reject the GOODS after the GOODS arrival in Nepal shall in no way be limited or waived by reasons of the GOODS having previously been inspected, tested and passed by NEA or its representatives prior to the GOODS shipment from the country of origin.

4.6 Nothing in this Clause 4 shall in anyway release the CONTRACTOR from any Warranty or other obligations regarding specifications, quality and general terms under the CONTRACT.

5. Patent Rights

5.1 The CONTRACTOR shall indemnify and hold NEA harmless against all third-party claims of infringement of patent, trademark, or industrial design rights arising from the use of the GOODS or any part thereof.

6. Performance Security

6.1 The CONTRACTOR shall cause unconditional Performance Security to be furnished to NEA in the amount of five percent of the CONTRACT Price. Such Performance Security shall be provided in a form satisfactory to NEA, within fifteen (15) calendar days after the CONTRACTOR's receipt of the Notification of Award of CONTRACT. In case of joint venture (J/V), the Performance Security shall be in the name of J/V.

6.2 The proceeds of the Performance Security shall be payable to NEA as compensation for any loss resulting from the CONTRACTOR’s failure to complete its work under the CONTRACT. The CONTRACTOR shall cause the validity period of the Performance Security to be extended for such period(s) as the CONTRACT is extended pursuant to Clause 10.2.

6.3 The Performance Security shall be denominated in a currency of the CONTRACT, or in a freely convertible currency acceptable to NEA, and shall be in one of the following forms:

(a) A bank guarantee drawn on a Commercial Bank in Nepal in favor of NEA or in the form provided in the Bidding Documents, or in such other form as is acceptable to NEA.

(b) A Bank Draft drawn on a Commercial Bank in Nepal in favor of NEA.

6.4 The performance security shall be valid for a period of **Nine (09) months** from the date of Contract Agreement.

7. Insurance

7.1 All GOODS supplied under the CONTRACT shall be fully insured in the currency of the contract against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery, in the manner specified in the Special Conditions of Contract.

8. Warranty

8.1 The CONTRACTOR warrants to NEA that the GOODS supplied under the CONTRACT will comply strictly with the CONTRACT, shall be free from defects. The CONTRACTOR further warrants to NEA that all materials, equipment, and supplies furnished by the CONTRACTOR or its subcontractors for the purpose of the GOODS will be new, merchantable of the most suitable grade, and fit for their intended purposes.

8.2 This Warranty shall remain valid for three (3) months after the GOODS, or any portion thereof, as the case may be, have been delivered and or commissioned (used) in the purchaser's country, unless specified otherwise in the Special Conditions of the Contract.

8.3 NEA shall promptly notify the CONTRACTOR in writing of any claim arising under this Warranty.

8.4 Upon receipt of such notice the CONTRACTOR shall promptly repair or replace the defective GOODS or part thereof without any cost to NEA.

8.5 Without prejudice to Clauses 8.2 and 8.4 above, the CONTRACTOR shall promptly correct or replace, at no cost to NEA, any defect in any work of correction performed pursuant to Clauses 8.2 and 8.4 above, upon receipt of written notice of defect within forty-five (45) days from acceptance of the corrected defect.

8.6 If the CONTRACTOR, having been notified, fails to remedy the defect(s) in accordance with the CONTRACT, NEA may proceed to take such remedial action as may be necessary, at the CONTRACTOR's expense. The CONTRACTOR's Warranty pursuant to this Clause 8 is without prejudice to any other rights of remedies which NEA may have against the CONTRACTOR under the CONTRACT.

9. Payments

9.1 The method and type(s) of payment to be made to the CONTRACTOR under the CONTRACT shall be in Nepalese currency only as specified in the Special Conditions of Contract.

9.2 The CONTRACTOR's request(s) for payments shall be made to NEA in writing accompanied by an invoice in such form as provided in the Special Conditions of Contract.

9.3 The payment shall be made by NEA within sixty (60) days of receipt of the invoice from the CONTRACTOR.

9.4 In the event NEA disputes an item invoiced by the CONTRACTOR, NEA shall within thirty (30) calendar days after receipt of the said invoice, notify the CONTRACTOR thereof,

specifying the item, and payment in respect thereof may be withheld until settlement of the dispute.

9.5 The currency or currencies in which the payment shall be made to the CONTRACTOR for GOODS delivered under the CONTRACT shall be as specified in the Bid Form.

9.6 Prices charged by the CONTRACTOR for GOODS supplied under the CONTRACT shall not vary from the prices quoted in the Bid Form.

10. Extension in the CONTRACTOR's Performance

10.1 Delivery of the GOODS shall be made by the CONTRACTOR in accordance with the contract Execution Schedule, pursuant to the Special Conditions of Contract.

10.2 The CONTRACTOR may claim extension of the time limits as set forth in the Contract Execution Schedule in case of:

(a) Delay of any materials, drawings or services which are to be provided by NEA; Services provided by NEA shall be interpreted to include all approvals by NEA under the CONTRACT.

(c) Force Majeure pursuant to Clause 16.

(d) Any other conditions causing the delay subject to NEA’s satisfaction that the delay has not occurred on the part of the Contractor’s actions. The Contractor shall submit the documentary evidence to establish that the delay has occurred despite the Contractor’s best efforts to deliver goods on time.

The CONTRACTOR shall demonstrate to NEA's satisfaction that it has used its best endeavors to avoid or overcome such causes of delay.

10.3 Notwithstanding Clause 10.2 above, the CONTRACTOR shall not be entitled to an extension of time for completion unless the CONTRACTOR, at the time of such circumstances arising, immediately has notified NEA in writing of any delay that it may claim as caused by circumstances pursuant to Clause 10.2 above, and, the CONTRACTOR shall substantiate that the delay is due to the circumstances beyond his control.

11. Termination for Default

11.1 NEA may, without prejudice to any other remedy for breach of the CONTRACT, by written notice of default sent to the CONTRACTOR, terminate the CONTRACT in whole or in part:

(a) if the CONTRACTOR fails to deliver any or all of the GOODS within the time period(s) specified in the CONTRACT or any extension thereof granted by NEA pursuant to Clause 10; or

(b) if the CONTRACTOR fails to perform any other obligation(s) under the CONTRACT; and if the CONTRACTOR, in either of the above circumstances, does not cure its failure within a period of ten (10) calendar days or such longer periods as NEA may authorize in writing after receipt of a notice of default from NEA specifying the nature of default(s).

11.2 In the event NEA terminates the CONTRACT in whole or in part, pursuant to Clause 11.1 above, NEA may procure, upon such terms and in such manner as it deems appropriate, GOODS similar to those undelivered, and the CONTRACTOR shall be liable to NEA for any excess costs for such similar GOODS. Notwithstanding the above, the CONTRACTOR shall continue performance of the CONTRACT to the extent not terminated.

12. Termination for Insolvency

12.1 NEA may at any time terminate the CONTRACT by giving written notice to the CONTRACTOR, without compensation to the CONTRACTOR, if the CONTRACTOR becomes bankrupt or otherwise insolvent. Notwithstanding the above, such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to NEA.

13. Termination by NEA

13.1 NEA may, by written notice sent to the CONTRACTOR, terminate the CONTRACT, in whole or in part, at any time. The notice of termination shall specify the date upon which such termination becomes effective.

13.2 The GOODS that are complete and ready for shipment within thirty (30) calendar days after the receipt of NEA's notice of termination by contractor shall be purchased by NEA at the price and the terms of the CONTRACT. For the remaining GOODS, NEA shall not be responsible to buy from the above Contractor.

14. Resolution of Disputes

14.1 NEA and the CONTRACTOR 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.

14.2 If, after thirty (30) calendar days from the commencement of such informal negotiations, NEA and the CONTRACTOR have been unable to resolve amicably a CONTRACT dispute, either party may require that the dispute be referred for resolution by arbitration by the mechanism described in the Special Condition of the Contract. The award shall be final and binding on both the parties.

15. Applicable Law

15.1 The CONTRACT shall be governed by and interpreted in accordance with the prevalent laws of Nepal and jurisdiction of Court of Nepal.

16. Force Majeure

16.1 In the event the CONTRACTOR or any of its subcontractors is delayed in the performance of any of their respective obligations under the CONTRACT, and such delay is caused by Force Majeure, including but not limited to, war, civil insurrection, fires, floods, epidemics, earthquakes, quarantine restrictions and freight embargoes, such delay may be excused as provided in Clause 10, and the period of such delay may be added to the time of performance of the obligation delayed.

16.2 If a Force Majeure situation arises, the CONTRACTOR shall promptly notify NEA in writing of such condition and the cause thereof. Unless otherwise directed by NEA in writing, the CONTRACTOR shall continue to perform its obligations under the CONTRACT as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

17. Assignment

17.1 The CONTRACTOR shall not assign, in whole or in part, its obligations to perform under the CONTRACT to others, except with NEA's prior written consent.

18. Contract Language

18.1 The CONTRACTOR hereby represents that it has sufficient knowledge of the English/Nepali language to understand the CONTRACT. The CONTRACT AGREEMENT shall be in the English/Nepali language, and all documentation and correspondence related hereto will also be in the English language.

19. Taxes and Duties

19.1 Any tariffs, duties and other taxes or charges levied by the country of origin or country of purchase of the GOODs or equipment or materials called for by this CONTRACT shall be paid by the CONTRACTOR and the CONTRACTOR shall not receive any additional reimbursement from NEA in respect of any tariffs, duties and other taxes or charges paid by him to authorities for services, equipment or materials.

19.2 a) All taxes, VAT, custom duties or fees, local taxes etc. imposed by GON shall be paid by the CONTRACTOR and shall be included in the Contract Price.

b) Any taxes and duties shall be subject to the applicable law of GoN at the time of delivery.

c) It will be the sole responsibility of the CONTRACTOR or its representative to clear the GOODS from the concerned offices and deliver the GOODS at NEA warehouse.

d) Income tax shall be paid by the CONTRACTOR and his SUB-CONTRACTOR (s) in accordance with prevalent rules and regulations of GON except those foreign companies firms, or person (s) who supply GOODS to Nepal and who are paid in a foreign country by bank draft or letter of credit.

20. Headings

20.1 Headings, whether of Clauses or of other parts of the CONTRACT, are for reference only and are not to be construed as part of the CONTRACT

21. Waiver

21.1 Failure of either party to insist upon strict performance by the other party of any provision of the CONTRACT shall in no way be deemed or construed to affect in any way the right of that party to require such performance.

SECTION IV

SPECIAL CONDITIONS OF CONTRACT

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CLAUSE NO

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9. Transportation
10. Delivery
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SECTION IV

SPECIAL CONDITIONS OF CONTRACT

1. CONTRACT Execution Schedule

1.1 All dates and all periods of time specified in this Invitation for Bid and all resultant CONTRACTS shall be interpreted as being based on Nepalese calendar (Bikram Sambat) or the Gregorian calendar system. All periods of time specified in terms of number of days shall be calendar days.

1.2 Delivery of GOODS at NEA warehouse shall be made not later than the dates shown on the Delivery Schedule, Section VII, and Annex C.

2. Retention

2.1 A retention of the invoice value for all GOODS supplied under the CONTRACT shall be as per Clause 4, Payments to CONTRACTOR.

3. CONTRACTOR'S Invoices

3.1 Invoices, detailed and documented as required by other Clauses of the CONTRACT, shall be submitted by the CONTRACTOR for payment of all GOODS furnished under the CONTRACT. The CONTRACTOR shall address his invoices to NEA requesting for payment. The payment shall be made in Nepalese currency only by A/C Payee cheque.

3.2 Invoices shall include the following:

Description, including CONTRACT unit designation of the GOODS furnished.

CONTRACT unit prices

Extended price totals

Total invoice value of GOODS furnished

Amount of retention to be withheld

Net amount payable

Any such Documentation as NEA may require.

Inspection and test certificates as required.

3.3 The other documents shall include the following documentation:

a) Invoice

b) Detailed packing list

c) CONTRACTOR's "Certificate of Completion of Manufacture and Inspection."

d) Clean Onboard Bill of Lading from ocean carrier or air-way bill or other carrier receipt.

e) Insurance Certificate including Marine Insurance Certificate if appropriate.

f) Any such Documentation as NEA may require.

g) Inspection and test certificates as required.

3.4 Approval or certification of any invoice by NEA or payment of invoice or acceptance of any payment by the CONTRACTOR shall not constitute a waiver of any claims for errors of omission in invoices or payment.

3.5 Invoices for progress payments for supply and delivery of materials shall contain or be accompanied by the following certification:

"The undersigned certifies that the amount payable to the CONTRACTOR in accordance with the terms of the CONTRACT, up to date of this certificate, are not more than the total payments received or claimed by the CONTRACTOR under the CONTRACT (including the payments claimed under this invoice), and that the CONTRACTOR has fully complied with the terms and conditions of the CONTRACT, including the plans and specifications.

"_____"

Name Contractor Title

4. Payments to CONTRACTOR

4.1 Payments to the CONTRACTOR for GOODS furnished according to the terms of this CONTRACT will be made in the same currencies as contracted in the manner stated below; provided however that the total cost shall not exceed the CONTRACT price as set forth in the Contract Agreement unless such excess shall have been approved in writing by NEA.

4.2 Payments to the CONTRACTOR will be made through Account Payee Cheque or Bank Draft in Nepalese currency only. However, NEA reserves the right to with hold monies from subsequent invoices to cover damages or shortages, of GOODS for which payments had been previously made.

4.3 **The manner of Payment:**

a) Ninety-three and half (93.5) percent of the invoice value will be paid after certification by NEA that all invoiced GOODS have been delivered at the appropriate warehouses of NEA delivery being defined as on clause 10, special conditions of contract.

b) One and half (1.5) percent of the invoice value will be deducted as advance income tax payment and sent to the concerned GoN office. However this is subject to change as per the prevailing rule of Govt. of Nepal.

c) Five (5) percent of the invoice value of the contract amount shall be withheld as retention. The retention thus held shall be paid after the expiry of the warranty period;

4.4 When payment for claim charges is claimed, the following documentation must accompany the invoices:

a) Written justification by the CONTRACTOR supporting in detail the claimed charges.

b) One of two certifications:

(1) Written concurrence by NEA to the CONTRACTOR's claim.
(2) A certified copy of an arbitration award.

4.5 The final payment to the CONTRACTOR to be reflected in the CONTRACTOR's final invoice shall be determined as the final adjusted amount of the CONTRACT less all previous payments of any kind made to the CONTRACTOR and less any Liquidated Damages imposed as per Clause 12.

5. Packing of GOODS

5.1 Where applicable, the CONTRACTOR shall pack and crate all equipment/Goods for sea shipment in a manner suitable for export to a tropical humid climate in accordance with internationally accepted export practices and in such a manner to protect the equipment/Goods from damage and deterioration in transit by road, rail or sea. The CONTRACTOR shall be held responsible for all damages due to improper packing.

5.2 In accordance with good packing practices, materials shall be packed in the smallest possible containers. Interior blocking, bracing, and cushioning shall be provided where necessary to absorb shocks, prevent rattling and prevent damage from destructive forces. Packages containing fragile material shall be so marked in bold letters and shall be tropical zed.

5.3 The use of open type crating and/or similar packing shall be restricted to materials not susceptible to pilferage or to damage by the elements of salt water. This method of packing shall not be used without obtaining the prior approval of NEA.

5.4 One protected copy of packing list for each case shall be enclosed in that case.

5.5 All items must be packaged in manufacturer's quantities, as would be delivered to a retailer and all packages of a given item shall contain the same number of pieces. Bulk shipment is specifically prohibited. Individual packages shall be sufficiently strong to withstand normal handling and storage.

6. Marking of GOODS

6.1 The CONTRACTOR shall adhere to and/or require his suppliers to adhere to the following provisions for export marking:

a. All external marking must be legibly and durably painted/stenciled on two (2) sides and both ends of containers in letters at least five (5) centimeters high. Under no circumstances shall chalk or crayon be used.

b. Packages from each supplier must be numbered consecutively. No two (2) packages delivered shall carry the same package number.

c. Net, tare and gross weights in kilograms as well as the correct outside measurement in terms of length, width and height in the Metric system must be shown on each package.

d. Marks indicating where to "SLING" will be emphasized on containers by stamping/painting an arrow on the exposed surface.

e. In the event that prior approval has been obtained from NEA to forward pieces without packing as specified in the Clause 6.6 above, the pieces must be safely protected or bundled, using ample metal binding, and metal tags bearing the required marks must be firmly wired to each bundle in at least two (2) visible places.

f. Unless otherwise specified by NEA, only the following marks shall be used on shipping containers:

To: _____NEA_____

For _____

Package No: _____

Contract No: _____

Letter of Credit: _____

Contents (or Item): _____

Unit: _____

Quantity: _____

Gross Weight: _____Kg._____

Tare Weight: _____Kg._____

Net Weight: _____Kg._____

Dimensions-Height-Width-Depth: _____

Meters _____

Total Cubic Meters: _____

6.2 The CONTRACTOR shall show and/or require his suppliers to show the following information on all Packing Lists:

a) Reference number of the CONTRACT

b) CONTRACTOR's Order Number

c) Item Number of CONTRACTOR's Order if any

d) Invoice for Itemized cost of each material related to (c)

e) Export marking, other marks, and package number of each package and of each shipment

f) Outside dimensions of each package in terms of length, width, and height, in meters.

g) Total cubic measurement of the shipment in cubic meters.

h) Package number and total number of package in the shipment.

i) Manufacturer's serial number/numbers of equipment in shipment, if any.

j) Date of Manufacture's of the Goods

6.3 In case of local contractor only the store the receipt advice shall be sufficient to meet all above obligation.

7. Licenses and Permits

7.1 The CONTRACTOR will secure all licenses and permits, if required, in connection with the importation of the GOODS at his own expenses. NEA will assist the CONTRACTOR for providing letters and other relevant documents for obtaining Licenses and Permits to the Concern authority of GoN for the import of the GOODS for NEA.

8. Insurance

8.1 The CONTRACTOR shall provide and maintain insurance applying to all shipments of GOODS with continuous coverage from the factory to NEA designated warehouse. Such insurance shall be with an insurance company presently authorized to conduct business in Nepal.

8.2 The CONTRACTOR shall provide marine insurance, if sea transportation is required, and all insurance coverage for inland transportation to NEA warehouse sites as specified in the Bid Packages.

8.3 The insurance provided shall cover all risks, and the minimum limits of insurance shall be the total cost plus ten percent of the materials delivered to NEA warehouse sites as specified in the Bid Packages.

8.4 The CONTRACTOR shall file with NEA properly executed certificates of insurance or copies of insurance policies before commencing shipment. These certificates shall be mailed in accordance with the provisions of Clause herein.

8.5 Certificates of insurance shall contain the following information:

a. Name and address of the insurance company, policy number and expiration date.

b. Signatures of insurance company representative or agent and address thereof.

c. Types of coverage and limits of insurance.

d. A statement indicating that NEA shall receive at least thirty (30) days advance written notice of cancellation of any of the policies or modifications of the insurance.

8.6 The CONTRACTOR shall be responsible for and ensure that subcontractors, if any, maintain the same insurance and comply with the same provisions required of the CONTRACTOR.

8.7 The furnishing of the foregoing insurance by the CONTRACTOR shall not limit any of the obligations or liabilities of the CONTRACTOR imposed under this CONTRACT or by laws of Nepal.

8.8 In the event that, prior to acceptance by NEA any material is lost or damaged to the extent that in the opinion of NEA it cannot be used, the CONTRACTOR agrees to make immediate shipment or replacement material upon notification by NEA of the types and quantities of materials to be replaced. The shipment of replacement material shall not be delayed pending investigation of the cause of such loss or damage or by the filing and processing of insurance claims. If NEA agrees that any damaged material may be repaired instead of requiring replacement, the CONTRACTOR agrees to affect the repairs to the satisfaction of NEA as promptly as possible and to pay the full cost thereof.

8.9 The CONTRACTOR agrees to prepare and submit to the insurance carrier all claims for loss or damage. NEA will assist the CONTRACTOR in compiling the needed information or data to identify the materials lost or damaged. The CONTRACTOR agrees that any payment resulting from insurance claims will be made by the insurance carrier to the CONTRACTOR and will constitute full and complete compensation for the replacement material.

9. Transportation

9.1 The CONTRACTOR shall furnish all transportation required to deliver the GOODS to NEA designated warehouses in Nepal as specified in the Bid Packages.

9.2 The CONTRACTOR shall provide road, rail and sea transportation as required. Transport of the GOODS as deck cargo is specifically prohibited. If sea shipment is required, the CONTRACTOR will arrange all shipping details, including the vessel selection.

9.3 The CONTRACTOR shall provide inland transportation from the factory, or from a sea port of entry, to NEA warehouse sites as specified in the Bid Packages. All inland transportation of the GOODS from the factory or port shall be accomplished by covered or enclosed conveyances. The transportation shall be carried out in every case through a registered transport company.

10. Delivery

10.1 The CONTRACTOR shall deliver the GOODS to NEA warehouse sites as specified in the Bid Packages.

10.2 The GOODS shall remain at the risk of the CONTRACTOR until delivery has been completed.

10.3 Delivery is defined as the GOODS placed on the warehouse platform, dock, or ground after off-loading of the GOODS by the CONTRACTOR and all relevant shipping documents have been furnished to NEA. The GOODs supplied must be delivered into such stores as may be

nominated by NEA and delivery will not be deemed to be complete until the cases/packages have been opened by the Contractor, their contents checked by NEA and the GOODs reproduced and repacked by the Contractor to the satisfaction of NEA, or assembled into units at NEA`s option. Should there be any damage, defective or missing items (according to the packing list), the Contractor shall replace or repair such items immediately at his own expense. In case the Contractor fails to do so, NEA may replace or repair the same at the cost of the Contractor.

10.4 Time of delivery is important and complete delivery of each item at the destination specified in the CONTRACT for each item assembled and ready for operation, shall be within the period specified in the Contract for each schedule or item.

10.5 NEA shall provide certification of receipt of all GOODS invoiced and delivered, in each instance, within thirty (30) calendar days. However, this certification of receipt shall not prejudice NEA's remedies stated in other Sections and Clauses for shipment received which contains damaged materials or missing materials.

11. Liquidated Damages

11.1 The completion time of delivery of GOODS is of the essence. Should the CONTRACTOR neglect, refuse, or fail to deliver the GOODS within the time herein agreed upon or after giving effect to any extensions of time herein provided, Liquidated Damage for each and every calendar day that such delivery of GOODS is delayed shall be imposed.

11.2 The amount of such Liquidated Damages shall be one twentieth of one (0.05) percent of the total contract price per calendar day of delay.

11.3 If the amount of monies due and to become due from NEA to the CONTRACTOR is insufficient to pay in full any such Liquidated Damages, the CONTRACTOR shall pay to NEA the amount necessary to effect such payment in full.

11.4 The assessment of Liquidated Damages shall not prejudice any other remedy NEA may have under the CONTRACT.

12. Arbitration

12.1 Any dispute or difference arising between the CONTRACTOR and NEA under the CONTRACT shall not be referred to Arbitration unless an attempt has first been made to settle the same amicably.

12.2 If, at any time, any dispute, difference or protest arises between the CONTRACTOR or NEA which cannot be settled amicably, either party shall give to the other a notice in writing to settle the same through arbitration.

12.3 To conduct the arbitration proceeding, a Board of Arbitrators shall be set up. Each party shall select and appoint one arbitrator, and the two arbitrators so selected and appointed shall jointly select and appoint a third arbitrator to complete the Board of Arbitrators. The opinion of the majority of the Board of Arbitrators shall be decisive, final and binding upon the parties. The arbitration proceeding shall be conducted in Nepal in accordance with the Arbitration Act-2038 of Nepal.

12.4 Provided always that pending the final award of the Arbitrators the CONTRACTOR shall comply with the instruction of NEA and proceed with due diligence in the manner directed by NEA.

12.5 Each party, NEA and the CONTRACTOR, shall bear the cost of its own arbitrator's service. The cost of the third arbitrator's service shall be allocated between the parties in proportion decided by the Board of Arbitrators.

13. Indemnification

13.1 The CONTRACTOR shall indemnify and hold harmless NEA, and if any, their agents, and employees (including attorney's fees) arising out of or resulting from the delivery of the GOODS, for bodily injury (including destruction and loss of use) caused in whole or in part by any willful or negligent act or omission of the CONTRACTOR, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

13.2 The indemnification under this Clause shall not be limited in any way by any Workmen's Compensation Acts, Disability Benefits Acts, or Other employees benefit acts.

TECHNICAL SPECIFICATIONS

SPECIFICATION: EQ-04

ORDINARY PROTLAND CEMENT

1. Scope

This Specification covers the manufacture and supply of Ordinary Portland cement (OPC) for use in the manufacture of pre-stressed concrete poles.

2. Description

The Ordinary Portland cement shall conform to the chemical and physical requirements of "GRADE 53" as set forth in IS: 12269-1987. Indian Standard Specifications for ordinary Portland cement. The physical requirements of the cement are listed in Table 1 attached here to.

3 Tests

3.1 The OPC shall be tested as per the requirements in IS 12269-1987, and the test report shall be supplied along with the bid document.

3.2 The PURCHASER however will carry out independent test for each consignment of cement on the samples taken immediately after the delivery at designated NEA store. The delivery certificate shall be issued subject to the conformity of cement as delivery with respect to all the requirements of the governing specification.

4 Equivalent Standard

The OPC manufactured in according with national standards equivalent to those quote in s.no. 2 above may also be offers provided the equivalent standards result in chemical and physical characteristic equal or superior to those resulting from the use of the specified standards.

5. Packing

5.1 The cement shall be packed in multi-ply paper or plastic bags. Each bag should be in good condition at the time of delivery to site.

5.2 The net mass of each bag shall be 50 kg. The permissible tolerance on the mass of the cement shall be + 1.5% per bag, and overall tolerance per truck load of 10 MT of cement shall be + 0.5%.

6. Equivalent Standard

6.1 The Bidder shall provide with the Bid two (2) clear copies of the governing standards.

6.2 The Bidder shall provide the name and address of the manufacture of the cement being offered.

I) The BIDDER shall include two (2) certified copies of all test reports specified para. 3 above with the invoice for each shipment of cement. The test report shall include result for the verification of the physical requirements as well as the chemical analysis

Table 1

Physical Properties of OPC Cement

Properties	**Requirements**
1. **Specific surface**	Minimum 225 m^2/kg
2. **Setting Time:**	
Initial	Minimum 30 minutes
Final	Maximum 600 minutes
3. **Expansion:**	
Le Chatelier	not more than 10 mm
Autoclave	not more than 0.8%
4. Compressive Strength:	
3 days	***Minimum 27 Mpa***
7 days	***Minimum 37 Mpa***
28 days	***Minimum 53 Mpa***

TECHNICAL DATA SHEET

(To be completed by Tenderer)

Item Ordinary Portland cement

S.No.	Description		Unit
1	Manufacture		
2	Governing Standard		
3	Copies of Governing Standards Attached?		Yes/No
4	Copies of tests required by standards attached?		Yes/No
5	Copies of De-moulding tests required by Tender notice attached?		Yes/No
6	Physical requirements		
	Specific surface	……..	mm2/g
	Setting time		
	Initial	……..	min
	Final	……..	min
	Expansion:		
	Le Chatelier	……..	mm
	Autoclave	……..	%
	Compressive strength:		
	3 days	……..	Minimum MPa
	7 days	……..	Minimum MPa
	28 days	……..	Minimum MPa

ANNEXES

Annex A
BID FORM

To:
Nepal Electricity Authority
Engineering Services
Electromechanical Design Division
Durbar Marga, Kathmandu
Nepal
Tel. : + 977 (01) 4153025
Fax : + 977 (01) 4153026

Gentlemen:

Having examined the Bidding Documents for the above Contract, including the Specifications, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver_____ in conformity with the said Bidding Documents, including Addenda Nos._____, for the sum of (in figure (*Total Bid Amount CIF in figures*), _____ and in words_____
_____or such other sums as may be ascertained in accordance with the Price Schedules attached hereto and made part of this Bid.

We undertake, if our Bid is accepted, to commence delivery within _____ days, and to complete delivery of all the items specified in the Contract within _____days, calculated from the date of establishment of LC and in accordance with the Contract Execution Schedule provided in the Special Conditions of Contract.

If our Bid is accepted, we will provide the Performance Security in the sum of _____, equal to five (5) percent of the Contract price, for the due performance of the Contract.

We agree to abide by this Bid for the period of _____ days from the date fixed for bid closing pursuant to Clause 21 of the Instruction to Bidders, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof in your Notification of Award, shall constitute a binding Contract between us.

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

Dated this _____day of _____ 20_____

_____

(Signature)

_____

(In the Capacity of)

Duly Authorized to sign Bid for and on behalf of _____

_____

_____

(Signature of Witness)

Witness _____

Address _____

_____

Annex B

Price Schedule

NEPAL ELECTRICITY AUTHORITY

ENGINEERING SERVICES DIRECTIORATE

ELECTROMECHANICAL DESIGN DIVISION

Kotre Pole Plant, Tanahun

Price Bill of Quantity
Supply and Delivert of OPC Cement

Tender no: KPP-2074/75-STS-02
Delivery Site: Kotre Pole Plant, Tanahun

S.No.	Description	Unit	Quantity	Rate (Rs.)		Amount (NRs.)	Remarks
				In Figures	In Words		
1	Supplying and delivery of 50 kg Bag OPC Cement (as per Technical Specification) including loading, transportation to the plant site and unloading and racking at site as per Instructions.	Bags	20110				
	Total Amount (NRs.)						
	VAT @ 13%						
	Grand Total (NRs.)						
	Total Bid Price (in words)						

Name and Seal of the Bidder :

Date :

Authorized Signature

Note: Rate should be included for all the cost associated with inspection & test as per clause-4 under General Condition of Contract (Section-III)

Annex C

Delivery Schedule

Delivery Site: Kotre Pole Plant, Tanahun

Description _____

1 First lot shall be delivery within 30 days as follows.

2.

1st lot	5000 Bags within 30 days.
2nd lot	5000 Bags within 80 days.
3rd lot	5000 Bags within 130 days.
4th lot	5110 Bags within 180 days

_____

Delivery Schedule Required By NEA:

The complete delivery must be made at NEA designated store within 180 calendar days from the date signing the Contract Agreement without disturbing the Pole production Schedule. The delivery schedule can be changed according to need of NEA.

Annex D
IV. BID SECURITY FORM

WHEREAS _____
(Hereinafter called "the Bidder") has submitted its bid dated _____for the supply and delivery of _____ _____.

KNOW ALL MEN by these presents that WE _____ _____of_____

having our registered office at _____
hereinafter called "the Bank") are bound unto Nepal Electricity Authority, Engineering Services (hereinafter called the NEA) in the sum of (*Amount of the Guarantee in Words and Figures*), for which payment well and truly to be made to the said NEA, the Bank binds itself, its successors and assigns, by these presents. Sealed with the Common Seal of the Bank this _____ day of _____, 20___.

THE CONDITIONS of this obligation are:

(a) if a BIDDER withdraws or modifies its Bid during the period of bid validity specified by the BIDDER on the Bid Form, or
(b) if a BIDDER offers the changes in the bid price or substance of the bid at the time of submission of their response sought pursuant to clause 25, or
(c) in the case of a successful BIDDER, if the BIDDER fails or refuses :
    (i) to sign the CONTRACT in accordance with Clause 35
    (ii) to furnish the Performance Security in accordance with Clause 36
    (iii) to accept the correction of its Bid by the Purchaser, pursuant to ITB Clause 28.2.

We undertake to pay to the NEA up to the above amount, according to, and upon receipt of, its first written demand, without the NEA having to substantiate its demand, provided that in its demand the NEA will note that the amount claimed by it is due to it owing to the occurrence of one or both of the two above-stated conditions, specifying the occurred condition or conditions.

This guarantees will remain in force up to and including thirty (30) days after the period of bid validity, and any demand in respect thereof should reach the Bank not later than such date.

(NAME OF BANK)

by _____
(*Title*)
Authorized Representative

_____
(*Signature of Witness*)

Name of Witness _____

Address of Witness _____

_____

Annex E

Performance Security Form

To: Nepal Electricity Authority
Electromechanical Design Division
Engineering Services
Durbarmarga, Kathmandu, NEPAL

WHEREAS (Name of the Contractor)

hereinafter called "the Contractor" has undertaken to supply of _____ in pursuance of Contract No. _____dated _____ 20 ____, hereinafter called "the CONTRACT", AND WHEREAS it has been stipulated by you in the said CONTRACT that the CONTRACTOR shall furnish you with a Bank Guarantee by a recognized Bank for the sum specified therein as security for compliance with the CONTRACTOR 's performance obligations in accordance with the CONTRACT.

AND WHEREAS we have agreed to give the CONTRACTOR a Guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the CONTRACTOR, up to a total of (*Amount of the Guarantee in Words and Figures*), and we undertake to pay you, upon your first written demand declaring the CONTRACTOR to be in default under the CONTRACTOR, and without cavil or argument, any sum or sums as specified by you, within the limit of (*Amount of Guarantee*) as aforesaid, without your needing to prove or to show grounds or reasons for your demand of the sum specified therein.

This guarantee is valid until the _____ day of _____, 20 _____.

(*NAME OF GUARANTOR*)

By _____
(*Title*)
Authorized Representative

Date: _____

Address: _____

Annex F

Declaration of Local Agent

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

1. Name and address of Local Agent:

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

3. Other conditions of the Agreement:

Signature and Stamp of Bidder

Annex G

Data on Qualifications of Bidder/Manufacturer

(Comprising Forms G-1 to G-10 to be accomplished by Bidder and Manufacturer as required)

Form: G-1
General Information on the Bidder

Name of the Bidder:

Name of Chief Executive Officer:

Name of the BIDDER's authorized representative in Nepal:

Office Address:

Telephone: Fax:

Is the Bidder himself the manufacturer of the GOODs?: Yes No
Is a copy of the company's registration included?: Yes No
Is the Bidder an agent or seller of another manufacturer?: Yes No

---

Principal manufacturer / provider of the GOODs:

Address of manufacturer:

Telephone: Fax:

Has authorization letter from the manufacture been included?: Yes No

---

Has the BIDDER's Organization Chart been included?: Yes No

No of Administrative Staff: No. of technical staff: Yes No

No. of specialized Technicians: Availability of sales service Yes No

Does the Bidder maintain a permanent minimum stock of GOODs: Yes No

_____
Signature and Stamp of the Bidder

ANNEX G (cont...)

Form: G-2
Statement of Due Performance

Nepal Electricity Authority
Electromechanical Design Division
Engineering Services
Durbarmarga, Kathmandu,
NEPAL

Gentleman,

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

List of disputes raised in other contracts:

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

List of claims pending from other contracts:

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

List of civil criminal cases:

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

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

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

ANNEX G (cont...)

Form: G-3
Records of Major Supply Contract(s) Executed
(To be accomplished by the manufacturer for the last three years)

Below, are listed major clients dealing with the Bidder in goods and services similar to the ones to be supplied under this Bid.

Client Name (1)	Location (1)	Date of Completion of Contract	List of Similar Goods Supplied (2)	Remarks
.....	.....	.....	.....	.....
.....	.....	.....	.....	.....
.....	.....	.....	.....	.....
.....	.....	.....	.....	.....
.....	.....	.....	.....	.....

_____

Signature and Stamp of the Bidder

_____

(1) The bidder is required to furnish complete postal address together with telephone and fax numbers of the client as an attachment to this Form.
(2) Please provide the list of similar goods supplied specifying their ratings, sizes or major features. An attachment may be added if the space is not sufficient.

ANNEX G (cont...)

Form: G-4
Records of Major Supply Contract(s) on Hand
(To be accomplished by the manufacturer)

Below, are listed major clients dealing with the Bidder in goods and services similar to the ones to be supplied under this Bid.

Client Name (1)	Location (1)	Value of of Contract	Portion Completed (in value)	Remaining Portion (in value)
.....	.....	.....	.....	.....
.....	.....	.....	.....	.....
.....	.....	.....	.....	.....
.....	.....	.....	.....	.....
.....	.....	.....	.....	.....

_____

Signature and Stamp of the Bidder

_____
(1) The bidder is required to furnish complete postal address together with telephone and fax numbers of the client as an attachment to this Form.
(2) Please provide the list of similar goods supplied specifying their ratings, sizes or major features. An attachment may be added if the space is not sufficient.

ANNEX E (cont...)

Form: G-5
Bank Reference
(To be completed by Bidder)

Nepal Electricity Authority
Electromechanical Design Division
Engineering Services
Durbarmarga, Kathmandu,
NEPAL

Gentleman,

It is here by certify that ... ... *(Name of Bidder)* ... ... is known to us since ..... and he has been operating regularly in different business transactions with our bank. His commercial performance has been always acceptable to us and we are entirely satisfied with his overall conduct on business. On the basis of his 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 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 his sound financial background and practices.

Signed and sealed.

_____
Name of the Bank

_____
Signature and name of Bank's representative.

ANNEX G (cont...)

Form: G-6
Statement of Non-involvement in Bankruptcy

Nepal Electricity Authority
Electromechanical Design Division
Engineering Services
Durbarmarga, Kathmandu,
NEPAL

Gentleman,

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

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

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

ANNEX G (cont...)

Form: G-7
Financial Performance
(To be completed by Bidder)

		Financial Year 2073/74	Financial Year 2072/73	Financial Year 2071/72
1.	Share Capital	.....	.....	……..
2.	Total current assets	.....	.....	……
2.1	Total cash and deposits	.....	.....	……
2.2	Accounts receivable	.....	.....	……
2.3	Buildings and Lands	.....	.....	……
3.	Total current liabilities	.....	.....	……
3.1	Notes payable	.....	.....	……
3.2	Accounts payable	.....	.....	……
3.3	Other current liabilities	.....	.....	……
4.	Total assets	.....	.....	…….
5	Total Liabilities	……..	…….	…….
6	Working capital	.....	.....	……..
7.	Net worth	.....	.....	……..
8.	Total Profit before tax	.....	.....	……..
9.	Net Profit after tax	…….	…….	……..
10.	Annual Turnover	.....	.....	……..

---

11. Volume of orders currently under execution: .....

12. No of orders currently under execution: .....

13. No of orders currently under process: .....

_____
Signature and Stamp of Bidder

Audited Financial Statements for the above mentioned three years (counted about one and half year prior to the bid submission) shall be submitted.

ANNEX G (cont...)

Form: G-8
Manufacturing Experience
(To be filled up by manufacturer)

Product name: .....

First Year of manufacturing: .....

Quantity of products produced: (for last three years)	Year	Year	Year
.....	.....	.....	.....
.....	.....	.....	.....

Manufactured under own development: Yes No

Manufactured under license from: .....

Manufactured collaboration with: .....

Other relevant information:.....

Has the Bidder R & D section Yes No

No. of staff in R & D section: ..... Level of education: .....

Has the manufacturer a quality assurance system in place? Yes No

Is the manufacturer certified or accredited by any organization? Yes No

Name the organization/s and type of accreditation/s or certification/s:

.....

.....

_____
Signature and Stamp of Manufacturer

ANNEX D (cont...)

Form: G-9

(To be filled up by Bidder/Manufacturer)

S. No.	Description	NEA requirement	Bidder's Status
1	**Experience (To be filled in by manufacturer)**		
1.1	Manufacturing experience Manufacturing experience for domestic manufacturer	At least 10 years At least 5 years	
1.2	Users' certificates	At least from 2 Users for bid quantity	
1.3	Average annual production capacity	2 times of Bid quantity	
2	**Financial Status (To be filled in by Bidder)**		
2.1 2.2	Average annual turnover of the Bidder over the last 3 years Average annual turnover of the Bidder over the last 3 years for Goods manufactured in Nepal	At least NRs. 6,10,00,000.00 Not less than NRs 1,02,00,000.00	
2.3	Working capital in the last fiscal year	At least NRs. 68,00,000.00 or equivalent amount	
2.4	Audited Balance Sheet as specified in form G7 Submitted?	To be submitted	

ANNEX G (cont...)

Form G-10

Joint Venture Data
(If the Bidder is Joint Venture partner)

S. No.	Name of the JV partner	Share of liability	Contact address
1.			
2.			
3.			

Name of the lead partner

Each JV partner shall fill up the necessary G forms individually.

Annex H

MANUFACTURER'S AUTHORIZATION CERTIFICATE

The Bidder shall furnish authorization certificates in the following format for specified equipment.

To
Nepal Electricity Authority
Electromechanical Design Division
Engineering Services
Durbar Marga, Kathmandu
Nepal.

WHEREAS ---------- (name of the manufacturer) who are established and reputable manufacturers of ---------- (name and/or description of the goods) having factories at ---------- (address of factory) do hereby authorize ---------- (name and address of Bidder) to submit a Bid and subsequently negotiate and sign the Contract with you against Invitation for Bid Tender No. ---------- for Supply and Delivery of ----------for the above goods manufactured by us.

We hereby extend our full guarantee and warranty as per the Conditions of Contract for the goods offered for supply by the above firm against this Invitation for Bids. We further extend our full commitment to provide after sales service.

_____
(Signature and Seal for and on behalf of Manufacturer)

Annex I

Declaration Form (for E-bidding)

S. No.	Description		Status			
			Issued to (as applicable)	**Issued by (as applicable)**	**Date of Issue**	**No. of Pages**
1	Notarized Power of Attorney from the Company to Sign on Company's behalf (For Single Bidder)					
2	Joint Venture Agreement; *If any*					
3	Notarized Power of Attorney to Sign the Bid on Company's behalf (Each Partner in case of JV)					
4	Notarized Power of Attorney to Sign the Bid (On Behalf of JV)					
5	Registration Certificate of the Bidder (and each partners in case of JV)					
6	Bid security					
7	Price Schedule					
8	Bid Form					
9	Qualification Forms					
10	Complete Certified Audited Report of the Bidder (and each partner in case of JV)	Year 1				
		Year 2				
		Year 3				
11	Performance(or user) Certificate/s (Bidder)	1.				
		2.				
		3.				
		4.				
12	Manufacturer's Authorization/s	1.				
		2.				
		3.				
		4.				
13	Power of Attorney from the Company to					

	Issue the Manufacturers Authorization on Company's behalf					
14	Business License of Manufacturer/s	1.				
		2.				
		3.				
		4.				
15	User Certificate/s (Manufacturer)	1.				
		2.				
		3.				
		4.				
16	ISO Certificate/s	1.				
		2.				
		3.				
		4.				
17	Type Test Report/s (if required as per specification)	1.				
		2.				
		3.				
		4.				
18	Technical Data Sheet	1.				
		2.				
		3.				
		4.				
19	Other Certification (as per requirements)	1.				
		2.				
		3.				
		4.				