NEPAL ELECTRICITY AUTHORITY
(A Government of Nepal Undertaking)
Project Management Directorate
Marsyangdi Corridor 220kV Transmission Line Project

TENDER NO: - Re: MCTLP-074/075-01 (SQ)

BID DOCUMENT
FOR
SUPPLY AND DELIVERY OF MOTORCYCLES

Marsyangdi Corridor 220kV Transmission Line Project
Project Management Directorate
Nepal Electricity Authority
Satungal- Bauthali Chowk Marga, Kathmandu, Nepal
Tel.: 01- 5164103
E-mail: marscor220@nea.org.np

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Section I. Invitation for Sealed Quotation

Name of the Office: Nepal Electricity Authority
Project Management Directorate
Marsyangdi Corridor 220 kV Transmission Line Project

Address of the Office: Satungal – Bauthali Chowk Marga, Matatirtha, Kathmandu

Invitation for Sealed Quotation for "Supply and Delivery of Motorcycles"

Sealed Quotation No: Re: MCTLP-074/75-01 (SQ)

Date of first Publication: 13th March 2018

1. The Nepal Electricity Authority, Project Management Directorate, Marsyangdi Corridor 220 kV Transmission Line Project invites sealed quotation from registered Suppliers for the supply and delivery of Motorcycles.
2. Eligible Bidders may obtain further information and inspect the Bidding Documents at the office of :-

   Nepal Electricity Authority
   Project Management Directorate
   Marsyangdi Corridor 220 kV Transmission Line Project
   Satungal – Bauthali Chowk Marga, Matatirtha, Kathmandu
   Telephone: + 977-1- 5164103
   Electronic mail address: marscor220@nea.org.np

   Or *may visit* NEA's website ***http://eproc.nea.org.np***

3. A complete set of Bidding Documents may be purchased from the office by eligible Bidders on the submission of a written application, along with the copy of company/firm registration certificate, and accompanied by a bank voucher of the amount (Non-refundable) NRs. 1000.00 till 11th April 2018 during office hours deposited in below mentioned account.

   Bidder who chooses to submit their bid electronically may download the bidding documents for e-submission from ***http://eproc.nea.org.np*** . Bidders, submitting their bid electronically, should deposit the cost of bidding document in the following account.

   Bank Name: Nabil Bank Limited, New Baneshwor, Kathmandu

   Account holder's Name: Marsyangdi Corridor 220 kV Transmission Line Project
   Account Number: 3101017500888

4. Sealed bids must be submitted to the office by hand or through ***http://eproc.nea.org.np*** on or before 12:00 on 12th April, 2018 Bids received after this deadline will be rejected.
5. The bids will be opened in the presence of Bidders' representatives who choose to attend at 14:00 on 12th April, 2018 at the office of **NEA, Project Management Directorate, Marsyangdi Corridor 220kV Transmission Line Project, Kathmandu**. Bids must be valid for a period of 45 days after bid opening and must be accompanied by a bid security amounting to a minimum of **NRs. 13,000 (In words: NRs. Thirteen Thousand Only)**, which shall be valid for 30 days beyond the validity period of the

bid . If bidder wishes to submit the Cash Security, the cash should be deposited in above mentioned Deposit Account and submit the receipt of the deposited amount of cash along with the Sealed Quotation.

6. If the last date of purchasing and /or submission falls on a government holiday, then the next working day shall be considered as the last date. In such case the validity period of the bid security shall remain the same as specified for the original last date of bid submission.
7. The Purchaser reserves the right to accept or reject, wholly or partly any or all the Sealed Quotations without assigning any reason, whatsoever.

Section II. Instructions to Bidders

1. Scope of Works	1.1 The Purchaser stated in the BDS for the procurement of Goods as detailed in attached specifications, drawings and the bill of quantities provided herein. The name of Purchaser, name of project and contract identification number of Contracts are provided in the BDS.
2. Eligible Bidder	2.1 This Invitation for Bids is open to all registered Suppliers with eligibility criteria specified below. a) Up to date Firm/Company Registration Certificate b) VAT and PAN Registration Certificates c) Tax Clearance Certificate for the Fiscal Year 073/74 d) Business registration certificate (if required) e) Power of Attorney to sign the Sealed Quotation f) JV Agreement, or a letter of intent to enter into JV, signed by all legally authorized signatories of all the parties to the existing or intended JV, in case of Sealed Quotation is submitted from JV. 2.2 A bidder declared blacklisted and ineligible by the GoN, Public Procurement Monitoring Office (PPMO) and/or the DP in case of DP funded project, shall be ineligible to bid for a contract during the period of time determined by the GoN, PPMO and/or the DP.
3. One Quotation per Bidder	3.1 Each Bidder shall submit only one quotation. A Bidder who submits more than one quotation shall cause all the quotations with the Bidder's participation to be disqualified.
4. Cost of Bidding	4.1 The Bidder shall bear all costs associated with the preparation and submission of his Quotatio and the Purchaser shall in no case be liable for those costs.
5. Site Visit	5.1 The Bidder at his own cost, responsibility and risk may visit the site of the supply, delivery or installation of Goods and acquire all necessary information for preparing the bid and entering into a contract for the procurement of Goods.
6. Content of Quotation	6.1 The Quotation Form comprise the documents listed below: 1. Section I: Invitation for Sealed Quotation (SQ)

Form	2. Section II: Instructions to Bidders 3. Section III: Bid Data Sheet 4. Section IV Quotation Forms and Price Schedule 5. Section V: Schedule of Requirements 6. Section VI: General Conditions of Contract (GCC) 7. Section VII: Special Conditions of Contract 8. Section VIII: Contract Form
7. Clarification	7.1 A prospective Supplier/Bidder may obtain clarification on the Quotation Form from the the Purchaser on or before 5 days prior to the deadline for submission of Quotation.
8. Language of Quotation	8.1 All documents relating to the Quotation shall be in English or in Nepali.
9. Documents Comprising Quotation	9.1 The Quotation by the Bidder shall comprise the following: a. Quotation Form and Price Schedules b. Bid Security c. Schedule of Requirements
10. Quotation Prices	10.1 The Bidder shall indicate on the appropriate Price Schedule the unit prices (where applicable) and total price in Nepali Rupees. for all items of the goods to be supplied under the contract. 10.2 All duties, taxes and other levies payable by the Bidder under the contract shall be included in the rates, prices and total Bid Price submitted by the Bidder. 10.3 Price quoted by the Bidder shall remain fixed and valid until completion of the Contract Performance and will not be subject to variation in any account.
11. Quotation Validity	11.1 The Sealed Quotation shall remain valid for the period of 45 days after opening of the quotation. A bid valid for a shorter period shall be rejected by the Purchaser as nonresponsive.
12. Quotation / Bid Security	12.1 The Bidder shall furnish as part of its Sealed Quotation, in original form, a bid security **as specified in the BDS.** In case of e-submission of Quotation, the Bidder shall upload scanned copy of Bid security letter at the time of electronic submission of the Sealed Quotation. The Bidder accepts that the scanned copy of

	the Bid security shall, for all purposes, be equal to the original. The details of original Bid Security and the scanned copy submitted with e-Sealed Quotation should be the same otherwise the Sealed Quotation shall be non-responsive. 12.2 The Bid Security shall be, at the Bidder's option, in any of the following forms: (a) an unconditional bank guarantee from "A" class commercial bank or; (b) a cash deposit voucher in the Purchaser's Account as specified in **the BDS** In the case of a bank guarantee, the Bid Security shall be submitted either using the Bid Security Form included in Section III (Bidding Forms) or in another Form acceptable to the Purchaser. The form must include the complete name of the Bidder. The Bid security shall be valid for minimum thirty (30) days beyond the original validity period of the bid 12.3 Any Sealed Quotation not accompanied by an enforceable and substantially compliant bid security, shall be rejected by the Purchaser as nonresponsive. In case of e-Submission, if the scanned copy of an acceptable Bid Security letter is not uploaded with the electronic Bid then Bid shall be rejected. 12.4 The Bid security shall be forfeited if: (a) a Bidder requests for withdrawal or modification during the period of Quotation validity specified by the Bidder on the Letter of Bid, after Sealed Quotation submission deadline. (b) a Bidder changes the prices or substance of the Sealed Quotation while providing information; (c) a Bidder involves in fraud and corruption pursuant to clause 26; (d) the successful Bidder fails to: (i) furnish a performance security in accordance with clause 25; (ii) sign the Contract in accordance within the period stipulated in Letter of Award.; or (iii) accept the correction of arithmetical errors pursuant to clause 19.1 (iv) fails to provide the clarification of its Quotation by the date and time set in the Purchaser's request for clarification
13. Format and Signing of Quotations	13.1 The Quotation shall be typed or written in indelible ink and shall be signed by an authorized person. Any entries or amendments including alternations, additions or corrections made shall be

	initialled by the same authorized person.
14. Sealing and Marking of Quotations	14.1 Bidders may submit their bids by manually or by electronically. When so **specified in the BDS**. Procedures for submission, sealing and marking are as follows: Bidders submitting bids by manually. The Bidder shall submit his bid in sealed envelopes. The envelope shall be addressed to the Purchaser as specified in the BDS and shall bear the name and identification number of the Sealed quotation. 14.2 Bidders submitting Bids electronically shall follow the electronic bid submission procedure specified in the BDS
15. Deadline for Submission of Quotations	15.1 Quotations shall be delivered to the Purchaser at the address no later than the time and date specified in the BDS.
16. Late Quotation	16.1 Any Quotation received by the Purchaser after the deadline shall not be accepted and shall be returned unopened to the Bidder upon request.
17. Modification And Withdrawal	17.1 Sealed Quotations once submitted shall not be withdrawn or modified.
18. Bid Opening	18.1 The Purchaser shall open the Quotations in the presence of the Bidders' representatives who choose to attend at the time and in the place as specified in the BDS 18.2 The Purchaser shall prepare and provide minutes of the opening including the information disclosed to those present.
19. Process to be Confidential	19.1 Information relating to the examination, evaluation and comparison of Quotations and recommendations for the award of a contract shall not be disclosed to Bidders or any other persons not officially concerned with such process until the award to the successful Bidder has been announced. Any efforts by the Bidder to influence the Purchaser in the Quotation evaluation, comparison or contract award decisions may result in rejection of Bidder's quotation.
20. Examination of Quotations	20.1 Prior to the detailed evaluation of Quotations, the Purchaser shall determine whether each Quotation

	(a) meets the eligibility criteria defined in Clause 2; (b) has been properly signed by the authorized person; (c) is accompanied by the required securities; and (d) is substantially responsive to the requirements of the Bidding documents.
21. Evaluation and Comparison of Quotations	21.1 In evaluating the Quotations, the Purchaser shall determine for each Sealed Quotation the evaluated Quotation Price by adjusting any corrections for errors. Quotations shall be checked by the Purchaser for any arithmetic errors. Errors shall be corrected by the Purchaser as follows: (a) only for unit price Contracts, if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected; (b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and (c) If there is a discrepancy between the Quotation price in the Summary of Price Schedule and the Quotation amount in item (c) of the Letter of Quotation, the price in the Summary of Price Schedule will prevail and the Quotation amount in item (c) of the Letter of Quotation will be corrected. (d) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) ,(b) and (c) above. 21.2 In case of e-submission of bid, upon notification from the Purchaser, the bidder shall also submit the original of documents comprising the Sealed Quotation as per ITB 9 for verification of submitted documents for acceptance of the e-submitted bid. If a Bidder does not provide original of document of its Sealed Quotation by the date and time set in the Purchaser's request for clarification, its bid may be rejected. 21.3 If the Bidder that submitted the lowest evaluated bid does not accept the correction of errors, its bid shall be disqualified and its Quotation security shall be forfeited.

22. Award of Contract	22.1 The Purchaser shall decide the award of the contract to the Bidder whose Quotation is within the approved estimate and who has offered the lowest evaluated Price within Quotation validity period provided that such Bidder has been determined to be eligible in accordance with the provisions of Clauses 2.
23. Purchaser's Right to Accept or Reject	23.1 The Purchaser reserves the right to accept or reject any Quotation or to cancel the bidding process and reject all Quotations, at any time prior to the award of the contract, without assigning any reasons whatsoever and without thereby incurring any liability to the affected Bidder or Bidders.
24. Notification of Award and Signing of Agreement	24.1The Bidder whose bid is accepted and all other participating bidders shall be notified of the award by the Purchaser. 24.2 The notification (hereafter called the "Letter of Acceptance") to the successful Bidder shall state the sum that the Purchaser shall pay the Bidder in the execution and completion of the contract. Within 7 days of receipt of the Letter of Acceptance, the successful Bidder shall deliver the Performance Security pursuant Clause 25 and sign the Agreement. 24.3 Inability of the Bidder to make an Agreement within the above stated period shall result in the forfeiture of the Bidder's Quotation Security and , upon which the Contract shall then be awarded to the next successive successful Bidder.
25. Performance Security	25.1 Within seven (7) days of the receipt of Letter of Acceptance from the Purchaser, the successful Bidder shall furnish the performance security as stated below from "A" class Commercial Bank in accordance with the conditions of Contract using Sample Form for the Performance Security included in Section VIII (Contract Forms), or another form acceptable to the Purchaser. i) If bid price of the bidder selected for acceptance is up to 15 (fifteen) percent below the approved cost estimate, the performance security amount shall be 5 (five) percent of the bid price. ii) For the bid price of the bidder selected for acceptance is more than 15 (fifteen) percent below of the cost estimate, the performance security amount shall be determined as follows: **Performance Security Amount =** **[(0.85 x Cost Estimate – Bid Price) x 0.5] + 5% of Bid Price.** The Bid Price and Cost Estimate shall be inclusive of Value Added Tax.

26. Corrupt or Fraudulent Practices	26.1 The Purchaser shall reject a bid for award if it determines that the Bidder recommended for award of contract has engaged in corrupt or fraudulent practices in competing for the contract in question.
27. Conduct of Bidders	27.1 The Bidder shall be responsible to fulfil his obligations as per the requirement of the Contract Agreement, Bidding documents, GoN's Procurement Act and Regulations. 27.2 The Bidder shall not carry out or cause to carry out the following acts with an intention to influence the implementation of the procurement process or the procurement agreement : a) give or propose improper inducement directly or indirectly, b) distortion or misrepresentation of facts c) engaging or being involved in corrupt or fraudulent practice d) interference in participation of other prospective bidders. e) coercion or threatening directly or indirectly to cause harm to the person or the property of any person to be involved in the procurement proceedings, f) collusive practice among bidders before or after submission of bids for distribution of works among bidders or fixing artificial/uncompetitive bid price with an intention to deprive the Purchaser the benefit of open competitive bid price.. 27.3 contacting the Purchaser with an intention to influence the Purchaser with regards to the bid or interference of any kind in examination and evaluation of the bids during the period after opening of bids up to the notification of award of contract
28. Blacklisting Bidder	28.1 Without prejudice to any other right of the Purchaser under this Contract, GoN, Public Procurement Monitoring Office may blacklist a bidder for his conduct up to three years on the following grounds and seriousness of the act committed by the bidder: a) if it is proved that the bidder committed acts pursuant to the Sub-Clause 27.2, b) if it is proved later that the bidder/Supplier had committed substantial defect in implementation of the contract or had not substantially fulfilled his obligations under the contract or the completed work is not of the specified quality as per the contract ,

	c) if convicted by a court of law in a criminal offence which disqualifies the bidder from participating in the contract. d) if it is proved that the contract agreement signed by the bidder was based on false or misrepresentation of bidder's qualification information, e) Inability of the bidder signing the contract agreement, once the letter of acceptance to the successful bidder has been provided by the Purchaser., 28.2 A firm declared blacklisted and ineligible by the GON shall be ineligible to bid for a contract during the period of time determined by the PPMO.
29. Publication of contract award notice	29.1 Within three days of contract signing, the Public Entity shall publish a notice on the contract award with following information: in its notice board as well as shall manage to publish the notice on the notice board of Chief District Office, District Co-ordination Office and District Treasury Control Office, Such notice shall also be posted in its website and PPMO's website. a. Name of the procurement, b. IFB number, c. date and name of newspaper published the IFB notice, d. name of the successful Bidder, and the contract price. 29.2 The Purchaser shall promptly respond in writing to any unsuccessful Bidder who, within thirty days from the date of publication of contract award notice in accordance with ITB 29.1, requests in writing the grounds on which its bid was not selected.
30. Provision of PPA and PPR	30.1 If any provision of this document are inconsistent with Public Procurement Act (PPA), 2063 or Public Procurement Regulations (PPR), 2064, the provision of this documents shall be void to the extent of such inconsistency and the provision of PPA and PPR shall prevail.

Section III. Bid Data Sheet

ITB 1	The scope of Supply is: **"Supply and Delivery of Motorcycles"** The number of the Invitation for Sealed Quotation is :- **Re**: **MCTLP-074/75-01 (SQ)** The Purchaser is: **Nepal Electricity Authority** **Project Management Directorate** **Marsyangdi Corridor 220 kV Transmission Line Project** **Satungal – Bauthali Chowk Marga, Matatirtha, Kathmandu** **Telephone: + 977-1- 5164103** **Facsimile number: +977-1-5164103** **Electronic mail address: marscor220@nea.org.np** **Web site: www.nea.org.np**
ITB 12.1	The Bidder shall furnish a bid security, from "A" class commercial bank with a minimum of NRs. **13,000 (In words:** NRs. Thirteen Thousand Only) which shall be valid for 30 days beyond the validity period of the bid.
ITB 12.2 (b)	Cash Deposit Account for Bid Security: **Bank Name:** Nabil Bank Limited, **Bank Address**: New Baneshwor, Kathmandu **Account holder's Name**: Marsyangdi Corridor 220 kV Transmission Line Project **Account Number**: 3101017500888
ITB 14.	Bidder can submit bid electronically through NEA's website ***http://eproc.nea.org.np.*** **Special Instruction to Bidders for e-Bidding** **Bid preparation** A Bidder who wish to submit the bid electronically may purchase the Bid Document directly from the Employer office or may download the bid document from the website and deposit the equivalent amount in the Revenue account of the employer as specified in the notice or/and Bid Document. **Description of bid submission procedure through electronically (e-submission) only:** i) Interested bidders shall, either purchase the Bid Document directly from the Employer office or may download the bid document from the website and deposit the equivalent amount in the Revenue account of the employer as specified in the notice or/and Bid Document. ii) The Bidder shall fill the following documents and forms (in hard copy of issued bid documents), signed by the authorized representative with seal of the company a) Bill of Quantity (BOQ) with rate, amount b) Forms of Bid, Qualification Information iii) The Bidder shall then scan the completed original documents, forms in PDF

files with appropriate filename shown in the table below.

Single Envelop document set (As guided by PPMO)

document_name	mandatory	filename	remark
Letter of Bid	1	Letter bid -1	
Bid Security (Bank Guarantee)	1	Bid security-2	
Company Registration	1	Company reg-3	
VAT Registration	1	VAT-Reg-4	Mandatory for National Firms
Tax Clearances Certificate	1	Tax-5	Mandatory for National Firms
Power of Attorney of Bid signatory	1	Power of att-6	
Business Registration (Licence) Certificate	1	Licence-7	
Bank Voucher for Cost of Bid Doc	1	Voucher-8	
Joint Venture Agreement	1	JV-Doc-9	Mandatory for JV Firms
Qualification Information	1	Qualifications-10	
Applicable Price Adjustment Table	1	Price adjust-11	Mandatory if Applicable
Complete BoQ	1	BOQ-12	

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

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

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

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

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

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

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

However, for electronically submitted bid in PDF files, the bidder shall be required to submit documents/clarifications as specified in ITB Clause within 3 days.

The deadline for e-submission of bids shall be;

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

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

	iii) The standard time for e-submission is Nepalese standard time as set out in the server of NEA. iv) In case of e-submission of bid, the Bidder shall submit his bid electronically in PDF files in the manner as specified in ITB Clause only, and submission of "original plus one copy" shall not be required before deadline for submission time as per ITB Clause. **Provision for Substitution or Modification or Withdrawal of Bid** When a bidder submits his bid in hard copy the e-procurement section **does not allow** the Bidder to submit his Substitution, or Modification, or Withdrawal through e-procurement section of NEA's Web site. **In case of e-submitted bid;** i) Bidders may submit his Substitution or Modification or Withdrawal either in hard copy or through e-submission. ii) For Substitution of Bid the Bidder shall follow similar steps as specified in ITB Clause with a Substitution letter in PDF file. iii) For Modification or Withdrawal of bid the Bidder is required to submit PDF scan copy of their Modification or Withdrawal letter and a written Power of Attorney of the signatory for Modification/ Withdrawal, duly signed by Authorized Representative/s of the Firm / all authorized Joint Venture partners. **Bid opening for e-submitted bid;** i) Electronically submitted bid shall be opened first at the same time and date as specified in the ITB and IFB notice. ii) The e-procurement system allows the Employer to download and open the e-submitted bid files from bidders only after the time for opening the bids. iii) The e-submitted bids must be readable through open standards interfaces. Unreadable and or partially submitted bid files (not complying the ITB Clauses) shall be considered incomplete and rejected for further bid evaluation. iv) After opening of e-submitted bids files, all files shall be printed and recorded at the time of bid opening. In case of "WITHDRAWAL" or "MODIFICATION" or "SUBSTITUTION" by the Bidder through e-submission, the e-submitted PDF files under "WITHDRAWAL" or "MODIFICATION" or "SUBSTITUTION" shall be opened and read out first. Bids for which acceptable notice of "WITHDRAWAL" or "SUBSTITUTION" has been submitted pursuant to ITB Clause shall not be opened. **Clarification of Bid** In case of e-submission of bid, the Bidder shall be required to submit the original completed Bid consisting of Forms of Bid, Qualification Information, Special Conditions of Contract, Bill of Quantities, Supplementary Information and other clarifications for verification purpose upon notification to do so from the Employer. **Examination of e-submitted Bids and Determination of Responsiveness** For a e-submitted bid to be substantially responsive the requirement as specified in the ITB Clauses shall be fulfilled. **Evaluation and Comparison of e-submitted Bids** 1. In case of e-submitted bids, the Employer evaluates the bid based on the information as per electronically submitted bid files. For clarification/

verification purpose, the Employer may request the Bidder to submit documents/ clarifications as specified in ITB Clause.

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

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

1. Prepare the paper bid document

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

2. Prepare the Electronic bid files in pdf format

- Once prepared the above paper documents the bidder shall prepare the electronic bid files in pdf format as follows;
- Scan the above documents in pdf format, give the specific file name for each document,
- Prepare all scanned bid files in pdf format and save them in a separate folder in own computer to ease bid uploading process,

3. Electronic bid submission

- Once the electronic bid files are ready the Bidder shall connect to internet,
- Open the NEAs website www.nea.org.np and open E-procurement section,
- Register in the Bidders name and get User name and Password for Login,
- Confirm the registration by clicking the specified link in auto generated e-mail from NEAs web site,
- After confirmation for bidders registration click Bidder, fill User name, Password and Login,
- Choose and click the specific tender notice for which the electronic bid files has been prepared,
- Click the Bid now button to submit the electronic bid files,
- Upload each specified electronic bid files by clicking the Upload button

	and select the respective bid files by Browsing, • Once all the electronic bid files are uploaded, click the Submit the Bid button for final e-submission of electronic Bid, • Once the e-submission is successfully completed the Bidder shall receive a auto generated confirmation e-mail from the NEAs website, • Bidder to keep the conventional paper bid document, qualification information, and other related documents safe as the Buyer may seek the supporting bid documents and clarifications, as necessary during bid evaluation process. • The Bidder shall submit the necessary supporting documents and clarifications (conventional bid document)
ITB 15	The deadline for Sealed Quotation submission is: **Date :** 12th April, 2018 **Time :** 12:00 hrs
ITB 18	The Sealed Quotation opening shall take place at : **Date :** 12th April, 2018 **Time :** 14:00 hrs **Place :** Nepal Electricity Authority Project Management Directorate Marsyangdi Corridor 220 kV Transmission Line Project Satungal – Bauthali Chowk Marga, Matatirtha, Kathmandu Telephone: + 977-1- 5164103

Section IV. Quotation Form and Price Schedule

1. Quotation and Price Schedules

Date:

To: *[name and address of the Purchaser]*

Gentlemen and/or Ladies:

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

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

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

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

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

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

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

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

Dated this _____ day of _____ 20_____.

[signature] *[in the capacity of]*

Duly authorized to sign SQ for and on behalf of _____

2. Bidder's Information Form

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

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

3. Price Schedule for Goods

Name of Bidder: - ……..... **Contract Identification Number:-** Re: MCTLP-074/75-01(SQ)

S. N	Description	Country of Origin	Quantity	Unit Price EXW (in NRs)		Total Price (in NRs) (cols. 4x5)
				In Figure	In Words	
1	2	3	4	5		4x5=6
1	Supply and Delivery of Motorcycle including Helmet, Tools set and All risk Insurance as per Technical Specification		2 no.			
					Total	
					VAT	
					Grand Total	

Total amount in Words:-

Discount (if any):-

Name _____

In the capacity of _____

Signed _____

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

Note: *Unit price shall include cost of helmet, tools set, all custom duties and taxes, transportation cost to the final destination and* ***all risk insurance*** *cost.*

4. Bid Security

Bank's Name, and Address of Issuing Branch or Office
(On Letter head of the 'A' class Commercial Bank)

Beneficiary: ..... name and address of Employer…….
Date:……...
Bid Security No.: .....

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

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

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

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

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

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

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

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

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

Section V. Schedule of Requirements

1. Delivery and Completion Schedule

The delivery schedule expressed as weeks/months stipulates hereafter a delivery date which is the date of delivery (i) at EXW premises, In order to determine the correct date of delivery hereafter specified, the Purchaser has taken into account the additional time that will be needed for delivery to the Project Site or to another common place.[1]

S.N	Description	Quantity	Unit	Required Delivery Schedule (In Days/weeks/months from the date of signing the contract)	Bidder's offered Delivery date [to be provided by the bidder]
1	Motorcycles	2	Nos	15 Days	

[1] *The delivery may be specified for a single delivery, or for several partial deliveries, for a specific date, or range of acceptable delivery periods.*

2. Technical Specifications

1. Scope

Supply and delivery of two numbers of latest model motorcycle with all risk insurance, helmet and tools set, 1 no for each motorcycle.

2. Description

2.1 Motorcycle suitable for normal and rough road driving in Nepal at an altitude up to 2000 meter and in ambient temperature -5 to 50 degree centigrade. It shall have seating capacity for at least 2 passengers including driver.

2.2 Required Technical Specifications are given in Table below. Bidder shall provide description of offered vehicle in the provided column (4-6) below.

Purchaser Requirement

S.N	Technical Description, Specifications, and Standards		Bidders proposed technical description, specification and standard	Reference page no. / Catalogue page no.	The bidder shall state as Fully complaint/ Partially complaint/ Non complaint
1	2	3	4	5	6
1	**Manufacturer:**	-			
2	**Offered model (must be Specific)**	-			
3	**Country of origin**	-			
4	**Year of Manufacture**	Not more than 6 month before Bid opening			
5	**Displacement**	160 ± 3 cc			
6	**Suspension**				
	Front	Telescopic			
	Rear	Monoshock			
7	**Tyre**	Tubeless			
	Front	80/100-17			
	Rear	110/80-17			
8	**Brake Type**				
	Front/Rear	Single Disc/Single Disc			
9	**Engine Type**	Single Cylinder, Air Cooled			
10	**Max. Net Power (min)**	10.3 kW			

S.N	Technical Description, Specifications, and Standards		Bidders proposed technical description, specification and standard	Reference page no. / Catalogue page no.	The bidder shall state as Fully complaint/ Partially complaint/ Non complaint
11	**Max. Net Torque (min)**	13.90 Nm			
12	**Fuel Tank Capacity**	12			
13	**Min. Ground clearance**	150 mm			
14	**Starting system**	Self and Kick			
15	**Transmission**	Manual/ 5 Gear			
16	**Max Speed**	Min. 100 kmph			
17	**Kerb weight**	Max. 140 kg			
18	**Battery**	12 Volt, 4 Ah			
19	**Wheelbase**	Min. 1320 mm			
20	**Essential Accessories**	• Head light, tail and rear light and turn signal •Speedometer/Odometer • Fuel Gauge • Side Mirrors • Leg Guard • Full size Helmet for driver. • Seat Cover			
21	**Tools**	A set of tools for general maintenance.			
22	**Helmet**	As per latest edition of IS 4151 or equivalent			
23	**Color**	Color shall be selected during Contract negotiation.			
24	**Warranty**	1 Year or as per company policy whichever is more			
25	**Free Servicing**	1 Year or as per company policy whichever is more			
26	**Emission Standard**	The Emission Standard of the vehicle should be Capable of meeting applicable Nepal Vehicle Mass emission standard, 2069 (Euro-III) which is to be certified by Department of Transport Management, Nepal.			

Note:

1. The bidder must submit the original brochure with detail Technical Specifications of the offered bike.
2. The offered specification must be validated by the brochures and relevant test certificates.
3. The Supplier shall submit the declaration that all offered vehicle shall fully comply with the specification laid down in the contract, are of the latest model, brand-new, unused and delivered of-the-shelves, and not from the stock of any phased out models. The offered vehicles should not have been manufactured before six (6) months of the Bid Opening.

Section VI. General Conditions of Contract

1. Definitions	1.1 In this contract, the following terms shall be interpreted as indicated: a. "The Contract" means the agreement entered into between the Purchaser and the Supplier, as recorded in the Contract Form Signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein; b. "The Contract Price" means the price payable to the Supplier under the contract for the full and proper performance of its contractual obligation; c. "The Goods" means Equipment and related Accessories and spare-parts or any other materials which the Supplier is required to supply to the Purchaser under the contract; d. "Services" means services ancillary to the supply of the goods such as transportation and insurance including the installation, commissioning and the operational and maintenance training of the supplied equipment. e. "The Purchaser" means the procuring entity purchasing the goods; f. "The Supplier" means the organization supplying the goods and services under this contract.
2. Technical Specification	2.1 The goods supplied under this contract shall confirm to the standards mentioned in the Technical Specification.
3. Patent Right	3.1 The Supplier shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of goods or any part thereof in the Purchaser's country.

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

	manner specified.
9. Warranty	9.1 The Supplier warrants that all the goods supplied under the contract shall fully comply with the specification laid down in the contract. 9.2 Unless otherwise specified in the SCC, the warranty shall remain valid for one year after the goods have been delivered to the final destination indicated in the contract, and accepted by the Purchaser after installation and commissioning of equipment by the Supplier. 9.3 The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty. 9.4 Upon receipt of such notice, the Supplier shall, with all reasonable speed, replace the defective goods without cost to the Purchaser. The Supplier will be entitled to remove, at its own risk and cost, the defective goods.
10. Payment	10.1 Payment shall be made in the Nepalese currency as specified in the SCC 10.2 Payment of the goods shall be made after the delivery and installation and commissioning of goods (if applicable) to the satisfaction of the Purchaser.
11. Prices	11.1 Prices charged by the Supplier for goods delivered under the contract shall not vary from the prices quoted by the Supplier in its sealed quotation.
12. Changed Order	12.1 Where the Purchaser desires to make changes in **Schedule of Requirement**, it shall not exceed more than 15 percent.
13. Liquidated Damages	13.1 If the Supplier fails to deliver any or all of the goods within the time period specified in the contract, the Purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to 0.05 percent of the contract price of delayed goods for each day of delay until actual delivery, up to a maximum deduction of 10 percent of the delayed goods' contract price. Once the maximum is reached, the Purchaser may consider termination of the contract.
14. Resolution of Disputes	14.1 If any dispute or difference of any kind whatsoever shall arise between the Purchaser and the Supplier in connection with or arising out of the Contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation. 14.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or Supplier may give notice to the other party of it's intention to commence arbitration, as hereinafter provided, as to the

	matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. 14.2.1 Any dispute or difference in respect of such a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration.Arbitration may be commenced prior to or after delivary of the Goods under the Contract. 14.2.2 Arbitration proceedings shall be conducted in accordance with in accordance with the rules of Nepal Council of Arbitration (NEPCA). 14.3 Notwithstanding any reference to arbitration herein, a. the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and b. the Purchaser shall pay the Supplier any monies due the Supplier.
15. Governing Language	15.1 The Governing Language shall be: Nepali or English
16. Applicable Law	16.1 The applicable law shall be Laws of Nepal.
17. Notices	17.1 Any Notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the SCC. The term "in writing" means communicated in written form with proof of receipt 17.2 A Notice shall be effective when delivered or on the Notice's effective date, whichever is later.
18. Taxes and Duties	18.1 The Supplier shall be entirely responsible for all taxes, duties, licence fees and other such levies imposed by the GON.
19. Operation, Maintenance and Spare-parts Manuals	19.1 The successful Supplier shall supply manufacturer's operation, maintenance and spare-part manuals of the goods (Equipment) as specified in SCC..
20. Conduct of Suppliers	20.1 The Supplier shall be responsible to fulfil his obligations as per the requirement of the Contract Agreement, Quotation documents, GoN's Procurement Act and Regulations. 20.2 The Supplier shall not carry out or cause to carryout the following acts with an intention to influence the implementation of the procurement process or the procurement agreement : a. give or propose improper inducement directly or indirectly, b. distortion or misrepresentation of facts

	c. engaging or being involved in corrupt or fraudulent practice d. interference in participation of other prospective bidders. e. coercion or threatening directly or indirectly to impair or harm, any party or the property of the party involved in the procurement proceedings, f. collusive practice among bidders before or after submission of bids for distribution of works among bidders or fixing artificial/uncompetitive bid price with an intention to deprive the Purchaser the benefit of open competitive bid price.. g. contacting the Purchaser with an intention to influence the Purchaser with regards to the bid or interference of any kind in examination and evaluation of the bids during the period after opening of bids up to the notification of award of contract
21. Blacklisting Supplier	21.1 Without prejudice to any right of the Purchaser under this Contract, the GoN, Public Procurement and Monitoring Office (PPMO) may blacklist a Supplier for his conduct up to three years on the following grounds and seriousness of the act committed by the supplier: a. if it is proved that the supplier committed acts pursuant to the Sub - clause 20.2, b. if the supplier fails to sign an agreement pursuant to ITB Clause 24, c. if it is proved later that the supplier had committed substantial defect in implementation of the contract or had not substantially fulfilled his obligations under the contract or the completed work is not of the specified quality as per the contract , d. if convicted by a court of law in a criminal offence which disqualifies the supplier from participating in the contract. 21.2 A Supplier declared blacklisted and ineligible by the GON shall be ineligible to bid for a contract during the period of time determined by PPMO and credit information bureau of Nepal.

Section VII - Special Conditions of Contract (SCC)

This SCC forms part of the Agreement

Clause	Item
GCC 1.1.1 (e)	The Purchaser is: **Nepal Electricity Authority** **Project Management Directorate** **Marsyangdi Corridor 220 kV Transmission Line Project** **Satungal – Bauthali Chowk Marga, Matatirtha, Kathmandu** **Telephone: + 977-1- 5164103** **Electronic mail address: marscor220@nea.org.np**
GCC 4.1	The Currency of of the performance Security shall be in Nepalese Rupees. The amount of the performance security shall be as follows: (i) if bid price of the bidder selected for acceptance is up to 15 (fifteen) percent below the approved cost estimate, the performance security amount shall be 5 (five) percent of the bid price. (ii) For the bid price of the bidder selected for acceptance is more than 15 (fifteen) percent below of the cost estimate, the performance security amount shall be determined as follows: (iii) Performance Security Amount = [(0.85 x Cost Estimate – Bid Price) x 0.5] + 5% of Bid Price. The Bid Price and Cost Estimate shall be inclusive of Value Added Tax.
GCC 9.1	The warranty period shall be one (1) year.
GCC 10	The terms of payment to be made to the Supplier under the contract shall be as follows: **1. The payment shall be made:** **(a) through accounts division/unit of the Purchaser**
GCC 10	Payments shall be made in Nepalese Rupees in the following manner: 1. Ten (10) percent of the Contract price shall be paid to Supplier as advance payment upon the receipt of an Unconditional Bank Guarantee in a form and by a bank acceptable to the Employer in amounts and currencies equal to the advance payment. 2. Eighty three and half (83.5) percent of the Contract price shall be paid after delivery of goods to the satisfaction of the Purchaser. 3. One and half (1.5) percent of the Contract price will be deducted as advance income tax payment in each payment and sent to the concerned Inland Revenue Department. However this is subject to change as per the prevailing rule of GoN. Five (5) percent of the invoice value of the contract price shall be withheld as retention in each payment. One half of the retention shall be paid by the Purchaser to the Supplier within 7 days after submission of evidence document from the concerned Internal

Clause	Item
	Revenue Office that the contractor has submitted his Income Returns One half of the retention shall be paid by the Purchaser to the Supplier within 30 days upon expiry of Warranty Period. • The Supplier's request for payments shall be made to NEA in writing accompanied by an invoice.
GCC 17.1	For **notices**, the Purchaser's address shall be: **Nepal Electricity Authority** **Project Management Directorate** **Marsyangdi Corridor 220 kV Transmission Line Project** **Satungal – Bauthali Chowk Marga, Matatirtha, Kathmandu** **Telephone: + 977-1- 5164103** **Electronic mail address: marscor220@nea.org.np**
	For **notices**, the Suppliers's address shall be: **[*insert full name and address of Suppliers including telephone number, facsimile number and electronic mail address (if applicable)]***
GCC 19.1	The Supplier shall supply two (2) numbers of manufacturer's operation, maintenance and spare-part manuals of the goods (Equipment) in English or Nepali language as specified in SCC.

Section VIII. Contract Form

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

*D**ate**……..*

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

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

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

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

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

Authorized Signature: .....

Name and Title of Signatory:

2. Contract Agreement

THIS AGREEMENT made the _____ day of _____ 20_____ between *[name of Purchaser]* (hereinafter called "the Purchaser") of the one part and *[name of Supplier]* of *[city and country of Supplier]* (hereinafter called "the Supplier") of the other part:

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
   a. Form of Agreement
   b. The Purchaser's Notification of Award
   c. The General Conditions of Contract;
   d. Special Conditions of Contract
   e. Quotation Form and the Price Schedule submitted by the Supplier;
   f. The Schedule of Requirements;
   .
3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the Contract.

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

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

3. Performance Security

Date :

To: ***[name and address of the Purchaser]***

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

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

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

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

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

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

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

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

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

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

4. Bank Guarantee for Advance Payment

To: ***[name of the Purchaser]***

[name of Contract]

Gentlemen and/or Ladies:

In accordance with the payment provision included in the Contract, which amends Clause 10 of the General Conditions of Contract to provide for advance payment, ***[name and address of Supplier]*** (hereinafter called "the Supplier") shall deposit with the Purchaser a bank guarantee to guarantee its proper and faithful performance under the said Clause of the Contract in an amount of ***[amount of guarantee in figures and words]***.

We, the ***[bank or financial institution]***, as instructed by the Supplier, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to the Purchaser on its first demand without whatsoever right of objection on our part and without its first claim to the Supplier, in the amount not exceeding ***[amount of guarantee in figures and words]***.

We further agree that no change or addition to or other modification of the terms of the Contract to be performed there under or of any of the Contract documents which may be made between the Purchaser and the Supplier, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification.

The validity period of the guarantee shall be 30 days beyond the period scheduled for repayment of the advance payment and the guarantee shall remain valid and in full effect from the date of the advance payment under the Contract until the Purchaser receives full repayment of the same amount from the Supplier.

Yours truly,

Signature and seal of the Guarantors

_____

[name of bank or financial institution]

_____

[address]

_____

[date]