

SEALED QUOTATION DOCUMENT

Procurement of Goods Sealed Quotation

Supply & Delivery Of Electrical Goods & Miscellaneous items.

**Issued by:
NEA, Mirchaiya Distribution Center
Mirchaiya Mirchaiya Siraha**

Sealed Quotation Number

NEA/MDC/2081-082/SQ-01

Issued On

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Abbreviations

BD.....	Bidding Document
BDF	Bidding Forms
BDS	Bid Data Sheet
BOQ	Bill of Quantities
COF.....	Contract Forms
DP.....	Development Partners
ELI	Eligibility
GCC	General Conditions of Contract
GoN	Government of Nepal
ICC	International Chamber of Commerce
IFQ.....	Invitation for Quotations
ITB.....	Instructions to Bidders
NCB.....	National Competitive Bidding
PAN	Permanent Account Number
PPA	Public Procurement Act
PPMO	Public Procurement Monitoring Office
PPR	Public Procurement Regulations
SBD	Standard Bidding Document
SCC.....	Special Conditions of Contract
TS.....	Technical Specifications
VAT.....	Value Added Tax
WRQ.....	Works Requirement

चुलाचुली गाउँपालिका
गाउँ कार्यपालिकाको कार्यालय
चुलाचुली, ईलाम
१ नं. प्रदेश, नेपाल
बोलपत्र आह्वानको सूचना

प्रथम पटक प्रकाशित मिति: २०७६/०९/११ (27 December 2019)

यस कार्यालयको आ.व. २०७६/०७७ को तपशील बमोजिमको स्वीकृत कार्यक्रम शिलबन्दी बोलपत्रको माध्यमबाट खरिद गर्नु पर्ने भएकाले निर्माण व्यवसायीहरूले निम्न शर्तहरूको अधिनमा रही शिलबन्दी बोलपत्र पेश गर्नु हुन सम्बन्धित सबैको जानकारीको लागि यो सूचना प्रकाशित गरिएको छ।

शर्तहरू

- तपशीलमा उल्लेख भएअनुसार दस्तुर (फिर्ता नहुने गरी) चुलाचुली गाउँपालिका कार्यालयको NMB Bank Chulachuli, Ilam शाखामा रहेको सञ्चित कोष खाता नं. १०३००६०७४४२०००४७ मा जम्मा गरेको भौचर साथ निर्माण व्यवसायीले व्यवसाय नवीकरण भएको ईजाजत पत्र, आय कर तथा मूल्य अभिवृद्धि कर दर्ता प्रमाणपत्र र आ.व. २०७५/०७६ को कर चुक्ताको प्रमाण पत्रको प्रमाणित प्रतिलिपिहरू संलग्न राखी यो सूचना प्रथम पटक प्रकाशित भएको मितिले ३० औं दिन (मिति २०७६/१०/११ (25 Jan. 2020) गतेका दिन कार्यालय समयभित्र **E-Procurement** मार्फत सार्वजनिक खरिद अनुगमन कार्यालय (PPMO) को **website www.bolpatra.gov.np** बाट र कार्यालयमा सम्पर्क राखी **HARD COPY** मार्फत बोलपत्र खरिद गर्न सकिने छ।
- खरिद भएको बोलपत्र फारमहरू उल्लेख भएका सबै विवरण रितपूर्वक भरी बोलपत्रदाताले प्रत्येक पानामा सही छाप गरी कामको विवरण, बोलपत्रदाताको नाम, ठेगाना र फोन नं. समेत स्पष्ट खुलाई फर्मको छाप लगाई शिलबन्दी लाहाछाप प्रथम पटक सूचना प्रकाशन भएको मितिले ३१ औं दिन (मिति २०७६/१०/१२ (26 Jan. 2020) गते दिउसो १२:०० बजेसम्म सार्वजनिक खरिद अनुगमन कार्यालय (PPMO) को webpage र कार्यालयमा दर्ता गर्नुपर्नेछ।
- दर्ता भएका बोलपत्रहरू सोही दिन दिनको १:०० बजे कार्यालयका प्रतिनिधिहरू र बोलपत्रदाता वा निजको प्रतिनिधिहरूको रोहबरमा खोल्ने छ। बोलपत्रदाता वा निजको प्रतिनिधिहरू उपस्थित नभएमा पनि बोलपत्र खोल्ने कार्यमा कुनै बाधा पर्नेछैन।
- बोलपत्र बिक्री तथा दाखिला गर्ने अन्तिम दिन सार्वजनिक बिदा परेमा उक्त कार्यहरू बिदाको लगत्तैपछि कार्यालय खुलेको दिन सोही बमोजिम हुनेछ।
- शिलबन्दी बोलपत्र फारमसाथ जमानत बापत तपशीलमा तोकिएको रकम यस कार्यालयको नाममा रहेको धरौटी खाता नं. १०३००६०७४४२०००३७ मा रकम जम्मा गरी सककल बैंक भौचर वा नेपाल सरकारबाट मान्यता प्राप्त बैंकबाट जारी भएको १२० दिनको मान्य अवधि भएको बैंक जमानत पेश गर्नु पर्ने छ।
- बोलपत्रदाताले बोलपत्रमा दररेट भर्दा मूल्य अभिवृद्धि कर बाहेकको दररेट उल्लेख गर्नु पर्नेछ। बोलपत्रमा प्रत्येक Itemwise दर अंक र अक्षर दुवै स्पष्ट लेख्नु पर्नेछ। अंक र अक्षरमा फरक परेमा अक्षरमा लेखिएकोलाई मान्यता दिइनेछ। केरमेट भएको ठाउँमा बोलपत्र दाताको सहीछाप भएको हुनु पर्नेछ।
- यस गाउँपालिकाको हितलाई ध्यानमा राखी कुनै जनाई वा नजनाई पूरा वा आंशिक रूपमा स्वीकृति गर्ने वा नगर्ने अधिकार यस गाउँपालिकामा सुरक्षित रहनेछ।
- रित नपुगी वा म्याद नाघी र कुनै शर्त राखी पेश हुन आएका बोलपत्रहरू मान्य हुने छैन।
- यस सूचनामा उल्लेख नभएका कुराहरूको हकमा सार्वजनिक खरिद ऐन २०६३ र नियमावली २०६४ (संशोधन सहित) तथा प्रचलित कानून अनुसार हुनेछ।
- यस सूचना चुलाचुली गाउँपालिका कार्यालयको **website – chulachulimun.gov.np** मा समेत राखिएको छ।
- बोलपत्र स्वीकृत भएपछि परफरमेन्स बण्डबापत बोलपत्रदाताले कबोल गरेको अंकको नियमानुसार हुने रकम यसै सूचनाको बुँदा नं. ५ मा उल्लेख भएको खातामा नगद नै जम्मा गरेको सककल बैंक भौचर वा यस कार्यालयको पक्षमा न्यूनतम कार्यसम्पन्न गर्नु पर्ने अवधिभन्दा कम्तीमा १३ महिना बढीको म्याद राखी जारी गरेको बैंक जमानत पत्र पेश गर्नुपर्ने छ।
- कामको गुणस्तर स्वीकृत स्पेशिफिकेशन अनुसार हुनु पर्नेछ। बोलपत्रदाताले निर्माण स्थल र सम्पादन गर्ने कामको सम्बन्धमा राम्रोसँग बुझी दररेट भरेको मानिनेछ।

तपशील

सि.नं.	ठेक्का नं.	कामको विवरण	ल.ई. (भ्याट र कन्टेन्जेन्सी बाहेक)	बोलपत्र जमानत रकम	बोलपत्र फारम दस्तुर
१	25/Chulachuli/076/77	Bal Jyoti secondary School Building Construction, Chulachuli-4, Ilam	३७,४६,०२४	९३,०००.	रु. ३०००।
२	26/Chulachuli/076/77	Gitanjali Basic School Building Construction, Chulachuli-6, Ilam	२७,८०,१००	६९,०००.	रु. ३०००।
३	27/Chulachuli/076/77	Shivajyoti Basic School Building Construction, Chulachuli-1, Ilam	४९,६९,३८९	१२४,०००.	रु. ३०००।
४	28/Chulachuli/076/77	Bajhogaun Secondary School Building Construction, Chulachuli-5, Ilam	४९,६९,३८९	१२४,०००.	रु. ३०००।

काजिमान राई
गाउँपालिका अध्यक्ष

Abbreviations

BD	Bidding Document
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VAT	Value Added Tax
WRQ	Works Requirement

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Section II.	Bid Data Sheet (BDS)
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Section VII.	General Conditions of Contract (GCC)
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Section IX	Contract Forms

Scope of Work

Specifications

Notes on the Specifications

A set of precise and clear specifications is a prerequisite for Bidders to respond realistically and competitively to the requirements of the Employer without qualifying or conditioning their Bids. The specifications must be drafted to permit the widest possible competition and, at the same time, present a clear statement of the required standards of workmanship, materials, and performance of the goods and services to be procured. Only if this is done will the objectives of economy, efficiency and fairness in procurement be realized, responsiveness of Bids be ensured, and the subsequent task of bid evaluation facilitated. The specifications should require that all goods and materials to be incorporated in the Works be new, unused, of the most recent or current models, and incorporate all recent improvements in design and materials unless provided otherwise in the Contract.

Samples of specifications from previous similar projects are useful in this respect. The use of metric units is encouraged by the Funding Agency in case of funding assisted projects. Most specifications are normally written specially by the Employer or Project Manager to suit the Contract Works in hand. The available standard specification of works of Ministry of Physical Infrastructure and Transport, DoLIDAR and Other line Ministries can be adopted for respective civil construction works.

There are considerable advantages in standardizing General Specifications for repetitive Works in recognized public sectors, such as highways, urban housing, irrigation, and water supply, in the same country or region where similar conditions prevail. The General Specifications should cover all classes of workmanship, materials, and equipment commonly involved in construction, however it may not necessarily be adequate to be used in a particular Works Contract and may necessitate preparation of Particular (Special) Specifications to amend and or supplement the provision of the General Specifications to meet the requirement of the particular Works.

Care must be taken in drafting specifications to ensure that they are not restrictive. In the specification of standards for goods, materials, and workmanship, recognized international standards should be used as much as possible. Where other particular standards are used, whether national standards of Nepal or other standards, the specifications should state that goods, materials, and workmanship that meet other authoritative standards, and which ensure substantially equal or higher quality than the standards mentioned, will also be acceptable.

Employers should decide whether technical solutions to specified parts of the Works are to be permitted. Alternatives are appropriate in cases where obvious (and potentially less costly) alternatives are possible to the technical solutions indicated in the Procurement Documents for certain elements of the Works, taking into consideration the comparative specialized advantage of potential bidders. For example:

The Employer should provide a description of the selected parts of the Works with appropriate references to Drawings, Specifications, Bill of Quantities, and Design or Performance criteria, stating that the alternative solutions if applicable shall be at least structurally and functionally equivalent to the basic design parameters and specifications.

Such alternative solutions shall be accompanied by all information necessary for a complete evaluation by the Employer, including drawings, design calculations, technical specifications, breakdown of prices, proposed construction methodology, and other relevant details.

Sample Clause: Equivalency of Standards and Codes Wherever reference is made in the Contract to specific standards and codes to be met by the goods and materials to be furnished, and work performed or tested, the provisions of the latest current edition or revision of the relevant standards and codes in effect shall apply, unless otherwise expressly stated in the Contract. Where such standards and codes are national, or relate to a particular country or region other authoritative standards that ensure a substantially equal or higher quality than the standards and codes specified will be accepted subject to the Project Manager's prior review and written consent. Differences between the standards specified and the proposed alternative standards shall be fully described in writing by the Contractor and submitted to the Project Manager at least 30 days prior to the date when the Contractor desires the Project Manager's consent. In the event the Project Manager determines that such proposed deviations do not ensure substantially equal or higher quality, the Contractor shall comply with the standards specified in the documents.

These Notes for Preparing Specifications are intended only as information for the Employer or the person drafting the Procurement Documents. They should not be included in the final documents.

Section - VII

Drawings

Note:

1. It is customary to bind the drawings in a separate volume, which is often larger than other volumes of the contract documents. The size will be dictated by the scale of the drawings, which must not be reduced to the extent that details are reduced illegible.
2. A simplified map showing the location of the Site in relation to the local geography, indicating major roads, posts, airports, and railroads, is helpful.
3. The construction drawings, even if not fully developed, must show sufficient details to enable bidders to understand the type and complexity of the work involved and the price the Bill of Quantities.

Notes for Unit Rate Contracts:

Objectives

The objectives of the Bill of Quantities are

- (a) To provide sufficient information on the quantities of Works to be performed to enable Bids to be prepared efficiently and accurately; and
- (b) When a Contract has been entered into, to provide a priced Bill of Quantities for use in the periodic valuation of Works executed.

In order to attain these objectives, Works should be itemized in the Bill of Quantities in sufficient detail to distinguish between the different classes of Works, or between Works of the same nature carried out in different locations or in other circumstances which may give rise to different considerations of cost. Consistent with these requirements, the layout and content of the Bill of Quantities should be as simple and brief as possible.

Content

The Bill of Quantities should be divided generally into the following sections:

- (a) Preamble;
- (b) Work Items (grouped into parts);
- (c) Day works Schedule;
- (d) Provisional Sums; and
- (d) Summary.

Preamble

The Preamble should indicate the inclusiveness of the unit prices, and should state the methods of measurement which have been adopted in the preparation of the Bill of Quantities and which are to be used for the measurement of any part of the works.

Work Items

The items in the Bill of Quantities should be grouped into sections to distinguish between those parts of the Works which by nature, location, access, timing, or any other special characteristics may give rise to different methods of construction, or phasing of the Works, or considerations of cost. General items common to all parts of the works may be grouped as a separate section in the Bill of Quantities.

Day work Schedule

A Day work Schedule should be included only if the probability of unforeseen work, outside the items included in the Bill of Quantities, is high. To facilitate checking by the Employer of the realism of rates quoted by the Bidders, the Day work Schedule should normally comprise the following:

- (a) A list of the various classes of labour, materials, and Constructional Plant for which basic day work rates or prices are to be inserted by the Bidder, together with a statement of the conditions under which the Contractor will be paid for work executed on a day work basis.
- (b) Nominal quantities for each item of Day work, to be priced by each Bidder at Day work rates as bid. The rate to be entered by the Bidder against each basic Day work item should include the Contractor's profit, overheads, supervision, and other charges.

Provisional Sums

A general provision for physical contingencies (quantity overruns) may be made by including a provisional sum in the Summary Bill of Quantities. Similarly, a contingency allowance for possible price increases should be provided as a provisional sum in the Summary Bill of Quantities. The inclusion of such provisional sums often facilitates budgetary approval by avoiding the need to request periodic supplementary approvals as the future need arises. Where such provisional sums or contingency allowances are used, the Contract Data should state the manner in which they will be used, and under whose authority (usually the Project Manager's).

Summary

The Summary should contain a tabulation of the separate parts of the Bill of Quantities carried forward, with provisional sums for Day work, for physical (quantity) contingencies, and for price contingencies (upward price adjustment) where applicable.

These Notes for Preparing Specifications are intended only as information for the Employer or the person drafting the Bidding documents. They should not be included in the final documents.

Preamble of Bill of Quantities

A. General

1. The Bill of Quantities shall be read in conjunction with the Instructions to Bidders, General and Special Conditions of Contract, Technical Specifications, and Drawings.
2. The quantities given in the Bill of Quantities are estimated and provisional, and are given to provide a common basis for bidding. The basis of payment will be the actual quantities of work ordered and carried out, as measured by the Contractor and verified by the Project Manager and valued at the rates and prices bid in the priced Bill of Quantities, where applicable, and otherwise at such rates and prices as the Project Manager may fix within the terms of the Contract.
3. For any item for which measurement is based on records made before or during construction the records shall be prepared and agreed between the Engineer and the Contractor. Should the Contractor carry out such work without the prior agreement of the Engineer, the Engineer may request the Contractor to carry out investigations to confirm the extent of the work and the quantity of work certified for payment shall be solely at the Engineer's discretion. The cost of any such investigation shall be borne by the Contractor.
4. The rates and prices bid in the priced Bill of Quantities shall, except as otherwise provided under the Contract, include all construction equipment, labour, supervision, materials, erection, maintenance, insurance, profit, taxes, and duties, together with all general risks, liabilities, and obligations set out or implied in the Contract.
5. A rate or price shall be entered against each item in the priced Bill of Quantities, whether quantities are stated or not. The cost of items against which the Contractor has failed to enter a rate or price shall be deemed to be covered by other rates and prices entered in the Bill of Quantities.
6. The whole cost of complying with the provisions of the Contract shall be included in the Items provided in the priced Bill of Quantities, and where no Items are provided, the cost shall be deemed to be distributed among the rates and prices entered for the related Items of Work.
7. General directions and descriptions of work and materials are not necessarily repeated nor summarized in the Bill of Quantities. References to the relevant sections of the Contract documentation shall be made before entering prices against each item in the priced Bill of Quantities. The Specification Clause references where given in the item description of the Bills of Quantities are for the convenience of bidders and generally refer to the principal relevant-specification clause but do not necessarily represent the whole of the specification requirements for the work required within the item. The presence of a Specification clause reference shall not in any way reduce the Bidders obligation to complete work in accordance with all the requirements of the Specification.
8. Provisional Sums included and so designated in the Bill of Quantities shall be expended in whole or in part at the direction and discretion of the Project Manager in accordance with the Conditions of Contract.
9. The method of measurement of completed work for payment shall be in accordance with the Specifications.
10. The abbreviations and symbols used in this Bill of Quantities are:
[Insert as applicable]

B. Day work Schedule

a) General

1. Work shall not be executed on a day work basis except by written order of the Project Manager. Bidders shall enter basic rates for day work items in the Schedules. These rates shall apply to any quantity of day work ordered by the Project Manager. Nominal quantities have been indicated against each item of day work, and the extended total for day work shall, be carried forward as a Provisional Sum to the Summary Total Bid Amount. Unless otherwise adjusted, payments for day work shall be subject to price adjustment in accordance with the provisions in the Conditions of Contract.

b) Day work Labour

1. In calculating payments due to the Contractor for the execution of day works, the hours for labour will be reckoned from the time of arrival of the labour at the job site to execute the particular item of day work to the time of departure from the job site, but excluding meal breaks and rest periods. Only the time of classes of labour directly doing work ordered by the Project Manager and are competent to perform such work will be measured. The time of gangers (charge hands) actually doing work with the gangs will also be measured but not the time of foremen or other supervisory personnel.
2. The Contractor shall be entitled to payment in respect of the total time that labour is employed on day work, calculated at the basis rates entered by it in the " SCHEDULE OF DAY WORK RATES: 1. LABOUR ". The rates for labour shall be deemed to cover all costs to the Contractor including (but not limited to) i) the amount of wages paid to such labour, transportation time, overtime, subsistence allowances, ii) any sums paid to or on behalf of such labour for social benefits in accordance with Nepal law, iii) Contractor's profit, overheads, superintendence, liabilities and insurance and iv) charges incidental to the foregoing.

c) Day work Equipment

1. The Contractor shall be entitled to payments in respect of Constructional Plant already on site and employed on day work at the basis rental rates entered by him in the "SCHEDULE OF DAY WORK RATES:2 EQUIPMENT ". The said rates shall be deemed to include due and complete allowance for depreciation, interest, indemnity and insurance, repairs, maintenance, supplies, fuel, lubricant, and other consumables and all overhead, profit and administrative costs related to the use of such equipment. The cost of drivers, operators and assistants also shall be included in the rate of the equipment and no separately payment shall be made for it.
2. In calculating the payment due to the Contractor for Constructional Plant employed on day work, only the actual number of working hours will be eligible for payment, except that where applicable and agreed with the Project Manager, the travelling time from the part of the Site where the Construction Plant was located when ordered by the Project Manager to be employed on day work and the time for return journey there to shall be included for payment.

d) Day work Materials

1. The Contractor shall be entitled to payment in respect of materials used for day work (except for materials for which the cost is included in the percentage addition to labour costs as detailed heretofore), at the rates entered by him in the "SCHEDULE OF DAY WORK RATES: 3 MATERIALS" and shall be deemed to include overhead charges and profit as follows;
 - (i) the rates for materials shall be calculated on the basis of the invoiced price, freight, insurance, handling expenses, damage, losses, etc. and shall provide for delivery to store for stockpiling at the Site.
 - (ii) the cost of hauling materials for use on work ordered to be carried out as day work, from the store or stockpile on the Site to the place where it is to be used also shall be include in the same rate.

Provisional Sums

A general provision for physical contingencies (quantity overruns) may be made by including a provisional sum in the Summary Bill of Quantities. Similarly, a contingency allowance for possible price increases should be provided as a provisional sum in the Summary Bill of Quantities. The inclusion of such provisional sums often facilitates budgetary approval by avoiding the need to request periodic

supplementary approvals as the future need arises. Where such provisional sums or contingency allowances are used, the SCC should state the manner in which they will be used, and under whose authority (usually the Project Manager's).

The estimated cost of specialized work to be carried out, or of special goods to be supplied, by other contractors should be indicated in the relevant part of the Bill of Quantities as a particular provisional sum with an appropriate brief description. A separate procurement procedure is normally carried out by the Employer to select such specialized contractors. To provide an element of competition among the Bidders in respect of any facilities, amenities, attendance, etc., to be provided by the successful Bidder as prime Contractor for the use and convenience of the specialist contractors, each related provisional sum should be followed by an item in the Bill of Quantities inviting the Bidder to quote a sum for such amenities, facilities, attendance, etc.

Section - IV

General Conditions of Contract

Section VII. General Conditions of Contract (GCC)

1. General Provisions	
1.1 Definitions	In the Contract as defined below, the words and expressions defined shall have the following meanings assigned to them, except where the context requires otherwise:
The Contract	<p>1.1.1 “Contract” means the Agreement signed between the Employer and the contractor and the other documents listed in the Special Conditions of Contract (SCC).</p> <p>1.1.2 “Specification” means the document as listed in the SCC, and any variation to such document.</p> <p>1.1.3 “Drawings” means the Employer’s drawings of the Works as listed in the SCC, and any variation to such drawings.</p> <p>1.1.4 “Bill of Quantities” means the priced and completed bill of quantities forming part of the Tender.</p> <p>1.1.5 “Bid or Quotation” means the contractor’s priced offer to the Employer for the execution and completion of the Works and the remedying of any defects therein in accordance with the provisions of the Contract, as accepted by the Letter of Acceptance.</p> <p>1.1.6 “Letter of Acceptance” means the formal acceptance by the Employer of the bid or Tender.</p>
Persons	<p>1.1.7 “Employer” means the person named in the Agreement and the legal successors in title to this person, but not (except with the consent of the contractor) any assignee.</p> <p>1.1.8 “Contractor” means the person named in the Agreement and the legal successors in title to this person, but not (except with the consent of the Employer) any assignee.</p> <p>1.1.9 “Party” means either Employer or the contractor.</p>
Date, Times and Periods	<p>1.1.10 “Commencement Date” means the date stated in the SCC after the date the Agreement comes into effect or any other date agreed between the Parties.</p> <p>1.1.11 “Day” means a calendar day.</p>

	1.1.12 " Time for Completion " means the time for completing the Works as stated in the SCC (or as extended under Sub-Clause 6.3), calculated from the Commencement Date.
Money and Payments	<p>1.1.13 "Cost" means all expenditure properly incurred (or to be incurred) by the contractor, whether on or off the Site, including overheads and similar charges, but does not include profit.</p> <p>1.1.14 "Contract Price" means the sum stated in the Letter of Acceptance as payable to the contractor and adjusted with any Variation Orders and Other Adjustments upon completion of the works and the remedying of any defects therein in accordance with the provisions of the Contract.</p> <p>1.1.15 "Retention Money" means the aggregate of all monies retained by the Employer pursuant to Sub-Clause 10.3</p>
Other Definitions	<p>1.1.16 "Contractor's Equipment" means all apparatus, machinery, vehicles, facilities and other things required for the execution of the Works but does not include Materials or Plant.</p> <p>1.1.17 "Country" means Nepal.</p> <p>1.1.18 "Employer's Liabilities" means those matters listed in Sub-Clause 5.1.</p> <p>1.1.19 "Materials" means things of all kinds (other than Plant) intended to form or forming part of the permanent work.</p> <p>1.1.20 "Plant" means the machinery and apparatus intended to form or forming part of the Permanent Works.</p> <p>1.1.21 "Site" means the places provided by the Employer where the Works are to be executed, and any other places specified in the Contract as forming part of the Site.</p> <p>1.1.22 "Variation" means any change which is a result of unforeseen circumstances that arise as a result of instruction by the Employer/ Engineer under Sub-Clause 9.1.</p> <p>1.1.23 "Works" means all the work and design (if any) to be performed by the contractor including temporary work and any Variation.</p> <p>1.1.24 "Permanent Works" means the permanent works to be executed (Including Plant) in accordance with the Contract.</p> <p>1.1.25 "Temporary Works" means all temporary works of every kind (other than contractor's Equipment) required in or about the execution and completion of the Works and the remedying of any defects therein.</p>
1.2 Interpretation	Words importing persons or parties shall include firms and organisations. Words importing singular or one gender shall include plural or the other gender where the context requires.
1.3 Priority of Documents	The documents forming the Contract shall to be taken as mutually explanatory of one another. If an ambiguity or discrepancy is found in the documents, the Employer shall issue any necessary instructions to the contractor, and the priority of the documents shall be in accordance with the order as listed in the SCC .
1.4 Law	The law of the Contract is stated in the Law of Nepal.

1.5 Communications	<p>Where provision is made for the giving or issue of any notice, instruction, or other communication by any person, unless otherwise specified such communication shall be written in the language stated in the SCC as shall not be unreasonably withheld or delayed.</p> <p>If a notice given pursuant to Sub Clause 1.5 fails to be delivered due to failure to trace the address of the party then the notice shall be published as public notice in a National daily newspaper and when the notice is so published then the notice shall be considered to be delivered to the concerned party.</p>
1.6 Statutory Obligations	The contractor shall comply with the laws of Nepal where activities are performed. The contractor shall give all notices and pay all fees and other charges in respect of the Works.
2. The Employer	
2.1 Provision of Site	The Employer shall provide the Site and right of access thereto at the times stated in the SCC.
2.2 Permits and Licenses	The Employer shall, if requested by the contractor, assist him in applying for permits, licences or approvals which are required for the Works.
2.3 Employer's Instructions	The contractor shall comply with all instructions given by the Employer in respect of the Works including the suspension of all or part of the Works.
2.4 Approvals	No approval or consent or absence of comment by the Employer or the Employer's representative shall affect the contractor's obligations.
3. Employer's Representatives	
3.1 Authorised Person	One of the Employer's personnel shall have authority to act for him. This authorised person shall be as stated in the SCC, or as otherwise notified by the Employer to the contractor.
3.2 Employer's Representative	The Employer may also appoint a firm or individual to carry out certain duties. The appointee may be named in the SCC, or notified by the Employer to the contractor from time to time. The Employer shall notify the contractor of the delegated duties and authority of this Employer's representative.
4. The Contractor	
4.1 General Obligations	<p>The contractor shall carry out the Works properly and in accordance with the Contract. The contractor shall provide all supervision, labour, Materials, Plant and contractor's Equipment which may be required. All Materials and Plant on Site shall be deemed to be the property of the Employer.</p> <p>During continuance of the of the contract, the contractor and his sub-contractors shall abide at all times by all labour laws, including child labour related enactments, and rules made there under.</p> <p>A child who has not attained the age of fourteen years shall not be employed in any work as a labourer.</p>

4.2 Contractor's Representative	The contractor shall submit to the Employer for consent the name and particulars of the person authorised to receive instructions on behalf of the contractor.
4.3 Subcontracting	The contractor shall not subcontract the Works.
4.4 Performance Security	As stated in the SCC , the Contractor shall deliver to the Employer no later than the date specified in the Letter of Acceptance.
5. Employer's Liabilities	
5.1 Employer's Liabilities	<p>In this Contract, Employer's Liabilities mean:</p> <ul style="list-style-type: none"> a. war, hostilities (whether war be declared or not), invasion, act of foreign enemies, within the Country, b. rebellion, terrorism, revolution, insurrection, military or usurped power, or civil war, within the Country, c. riot, commotion or disorder by persons other than the contractor's personnel and other employees, affecting the Site and/or the Works. d. use or occupation by the Employer of any part of the Works, except as may be specified in the Contract, e. design of any part of the Works by the Employer's personnel or by others for whom the Employer is responsible, f. any operation of the forces of nature affecting the Site and/or the Works, which was unforeseeable or against which an experienced contractor could not reasonably have been expected to take precautions g. a suspension under Sub-Clause 2.3 unless it is attributable to the contractor's failure, h. any failure of the Employer, i. physical obstructions or physical conditions, other than climatic conditions, encountered on the Site during the performance of the Works, which obstructions or conditions were not reasonably foreseeable by an experienced contractor and which the contractor immediately notified to the Employer, j. any delay or disruption caused by any Variation, k. any change to the law of the Contract after the date of the contractor's offer as stated in the Agreement, l. losses arising out of the Employer's right to have the permanent work executed on, over, under, in or through any land, and to occupy this land for the permanent work, and m. damage which is an unavoidable result of the contractor's obligations to execute the Works and to remedy any defects.
6. Time for Completion	
6.1 Execution of the Works	The contractor shall commence the Works on the Commencement Date and shall proceed expeditiously and without delay and shall complete the Works within the Time for Completion.
6.2 Programme	The contractor shall submit to the Employer a programme for the Works within the time stated in the SCC

6.3 Extension of Time	<p>The contractor shall be entitled to an extension to the Time for Completion if he is or shall be delayed by any of the Employer's Liabilities.</p> <p>The contractor shall submit an application to the Employer for extension of time, stating the causes for delay, 21 days before the expiry of the Contract completion date.</p> <p>On receipt of an application from the contractor, within 21 days, the Employer shall consider all supporting details provided by the contractor and shall decide extend the Time for Completion as appropriate.</p>
6.4 Liquidated Damages for Delay	<p>If the contractor fails to complete the Works within the Time for Completion, the contractor's liability to the Employer for such failure shall be to pay the amount stated in the SCC for each day for which he fails to complete the Works.</p>
7. Taking-Over	
7.1 Completion	<p>The contractor may notify the Employer when he considers that the Works are complete.</p> <p>In addition to the other provisions, before acceptance of the completed works, Employer shall verify and assure that such works are within the set objective, quality and appropriate to operate and use.</p>
7.2 Taking-Over Notice	<p>The Employer shall notify the Contractor when he considers that the Contractor has completed the Works stating the date accordingly. Alternatively, the Employer may notify the Contractor that the Works, although not fully complete, are ready for taking over, stating the date accordingly.</p> <p>The Employer shall take over the Works upon the issue of this notice. The Contractor shall promptly complete any outstanding work and, subject to Clause 8, clear the Site.</p>
8. Remedying Defects	
8.1 Remedying Defects	<p>The Employer may at any time prior to the expiry of the period stated in the SCC, notify the Contractor of any defects or outstanding work. The Contractor shall remedy at no cost to the Employer any defects due to the Contractor's design, materials, plant or workmanship not being in accordance with the Contract.</p> <p>Failure to remedy any defects or complete outstanding work within a reasonable time of the Employer's notice shall entitle the Employer to carry out all necessary work at the Contractor's cost.</p>
8.2 Uncovering and Testing	<p>The Employer may give instruction as to the uncovering and/or testing of any work. Unless as a result of any uncovering and/or testing it is established that the contractor's design, materials, plant or workmanship are not in accordance with the Contract, the Contractor shall be paid for such uncovering and/or testing as a Variation in accordance with Sub-Clause 9.2.</p>
9. Variations and Claims	
9.1 Right to Vary	<p>The Employer may instruct Variations.</p>

9.2 Valuation of Variations	<p>Variations shall be valued as follows:</p> <ol style="list-style-type: none"> where appropriate, at rates in the Contract, or in the absence of appropriate rates, the rates in the Contract shall be used as the basis for valuation or at appropriate new rates, as may be agreed or which the Employer considers appropriate.
9.4 Right to Claim	<p>If the contractor incurs cost as a result of any of the Employer's Liabilities, the contractor shall be entitled to the amount of such cost. If as a result of any of the Employer's Liabilities, it is necessary to change the Works, this shall be dealt with as a Variation.</p>
9.5 Variation and Claim Procedure	<p>The contractor shall submit the Employer an itemised make-up of the value of Variations and claims within 7 days of the instruction or of the event giving rise to the claim. The Employer shall check and if possible agree the value. In the absence of agreement, the Employer shall determine the value.</p>
10. Contract Price and Payment	
10.1 Valuation of the Works	<p>The Contract Bill of Quantities and the approved Variation quantities shall be used to calculate the valuation of the works completed. The Contractor shall be paid for the quantity of work done at the rate in the Bill of Quantities or rate agreed pursuant to clause 9.2 for varied works.</p>
10.2 Payments Certificates	<p>The Contractor shall submit to the Employer monthly statements of the estimated value of the works completed less the cumulative amount certified previously. The Employer shall check the Contractor's monthly statement and certify the amount to be paid to the Contractor</p>
10.3 Payments	<p>The Employer shall pay to the contractor the amount certified less retention at the rate stated in the SCC within 30 days of the date of each certificate.</p>
10.4 Payment of Retention	<p>One half of the retention shall be repaid by the Employer to the contractor within 30 days upon expiry of Defects Liability Period and the Employer has certified that the notified defects have been corrected.</p> <p>The remainder of the retention shall be paid by the Employer to the contractor within 7 days after submission of evidence document from the concerned Internal Revenue Office that the contractor has submitted his Income Returns</p>
10.5 Advance Payment	<p>10.5.1 The Employer shall make advance payment to the Contractor of the amounts stated in the SCC in two equal installments by the date stated in the SCC, against provision by the Contractor of an unconditional bank guarantee from Commercial Bank or Financial Institution eligible to issue Bank Guarantee as per prevailing Law in Nepal in a form acceptable to the Employer in amounts equal to the advance payment. The guarantee shall remain effective until the advance payment has been repaid, but the amount of the guarantee shall be progressively reduced by the amounts repaid by the Contractor. Interest shall not be charged on the advance payment.</p>

	<p>10.5.2 The Contractor is to use the advance payment only to pay for Equipment, Plant, Materials, and mobilization expenses required specifically for execution of the Contract. The Contractor shall demonstrate that advance payment has been used in this way by supplying copies of invoices or other documents to the Project Manager.</p> <p>10.5.3 The advance payment shall be repaid by deducting proportionate amounts, as stated in SCC, from payments otherwise due Contractor, following the schedule of completed percentages of the Works on a payment basis. No account shall be taken of the advance payment or its repayment in assessing valuations of work done, Variations, price adjustments, Compensation Events, Bonuses, or Liquidated Damages.</p>
10.6 Local Taxation & Value Added Tax	<p>a. The prices quoted by the Contractor shall include all taxes that may be levied in accordance to the laws and regulations in being in Nepal.</p> <p>b. The Contractor shall pay VAT in the concerned VAT office within time frame specified in VAT regulation.</p>
11. Termination of Contract and Payment	<p>11.1 The Employer may terminate the Contract at any time if the contractor;</p> <ol style="list-style-type: none"> does not commence the work as per the Contract, abandons the work without completing, fails to achieve progress as per the Contract. <p>11.2 The Employer or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract.</p> <p>11.3 Fundamental breaches of Contract shall include, but shall not be limited to, the following :</p> <ol style="list-style-type: none"> The Contractor uses the advance payment for matters other than the contractual obligations, the Contractor stops work for 30 days when no stoppage of work is shown on the current Program and the stoppage has not been authorized by the Project Manager; the Project Manager instructs the Contractor to delay the progress of the Works, and the instruction is not withdrawn within 30 days; the Employer or the Contractor is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation. a payment certified by the Project Manager is not paid by the Employer to the Contractor within 90 days of the date of the Project Manager's certificate; the Project Manager gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Project Manager; The Contractor fails to update the Program as per the contract and demonstrate acceleration of the works within a reasonable period of time determined by the Project Manager; the Contractor does not maintain a Security, which is required; the Contractor has delayed the completion of the Works by the number of

	<p>days for which the maximum amount of liquidated damages can be paid, as defined in the SCC 6.4 ; and</p> <p>(j) If the Contractor, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.</p> <p>11.5 Notwithstanding the above, the Employer may terminate the Contract for convenience.</p> <p>11.6 If the Contract is terminated, the Contractor shall stop work immediately, make the Site safe and secure, and leave the Site as soon as reasonably possible.</p>
	<p>11.7 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Project Manager shall issue a certificate for the value of the work done and Materials ordered less advance payments received up to the date of the issue of the certificate. Additional Liquidated Damages shall not apply. If the total amount due to the Employer exceeds any payment due to the Contractor, the difference shall be a debt payable to the Employer.</p> <p>11.8 If the Contract is terminated for the Employer's convenience or because of a fundamental breach of Contract by the Employer, the Project Manager shall issue a certificate for the value of the work done, Materials ordered, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works, and less advance payments received up to the date of the certificate.</p> <p>11.9 If the Contract is terminated because of fundamental breach of Contractor for any other fault by the Contractor, the performance security shall be forfeited by the Employer.</p> <p>In such case, amount to complete the remaining works as per the Contract shall be recovered from the Contractor as Government dues.</p>
12. Risk and Responsibility	
12.1 Contractor's Care of the Works	<p>The contractor shall take full responsibility for the care of the Works from the Commencement Date until the date of the Employer's notice under Sub-Clause 7.2. Responsibility shall then pass to the Employer. If any loss or damage occurs to the Works during the above period, the contractor shall rectify such loss or damage so that the Works conform to the Contract.</p>
12.2 Force Majeure	<p>If a Party is or shall be prevented from performing any of its obligations by Force Majeure, the Party affected shall notify the other Party immediately. If necessary, the contractor shall suspend the execution of the Works and, to the extent agreed with the Employer, demobilise the contractor's Equipment.</p> <p>If the event continues for a period of 90 days, either Party may then give notice of termination which shall take effect 30 days after the giving of the notice.</p> <p>After termination, the contractor shall be entitled to payment of the unpaid balance of the value of the Works executed and of the Materials and Plant reasonably delivered to the Site, adjusted by the following:</p> <p>a. any sums to which the contractor is entitled under Sub-Clause 9.4,</p>

	<p>b. the Cost of his suspension and demobilisation,</p> <p>c. any sums to which the Employer is entitled.</p> <p>The net balance due shall be paid or repaid within 30 days of the notice of termination.</p>
13. Resolution of Disputes	
13.2 Amicable Settlement	The Employer and the Contractor shall attempt to settle amicably by direct negotiation any disagreement or dispute arising between them under or in connection with the Contract.
14. Conduct of Bidders	<p>14.1 The Bidder shall be responsible to fulfill his obligations as per the requirement of the Contract Agreement, Bidding documents, GoN's Procurement Act and Regulations.</p> <p>14.2 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 :</p> <ul style="list-style-type: none"> 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 Employer the benefit of open competitive bid price.. g) contacting the Employer with an intention to influence the Employer 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
15. Blacklisting Bidder	<p>15.1 Without prejudice to any other right of the Employer 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:</p> <ul style="list-style-type: none"> a) if it is proved that the bidder committed acts pursuant to the Sub - Clause 14.2, b) if it is proved later that the bidder/contractor 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

	<p>based on false or misrepresentation of bidder's qualification information,</p> <p>e) other acts mentioned in the Bidding Data</p> <p>15.2 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.</p>
16. Provision of PPA and PPR	<p>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.</p>

Section - V

Special Conditions of Contract

Section VIII - Special Conditions of Contract (SCC)	
This SCC forms part of the Agreement [Note: with the exception of the items for which the Purchaser's requirements have been inserted, the Bidder shall complete the following information before submitting his Sealed Quotation.]	
1.1.1	Documents forming the Contract listed in the order of priority: 1. The Agreement 2. Special Conditions of Contract 3. General Conditions of Contract 4. The Technical Specifications 5. The Drawings 6. The Bill of Quantities
1.1.12	The indented completion date for the works shall be 180 days
1.5	The language of the contract is ENGLISH/NEPALI.
2.1	The Site Possession Date(s) shall be: 7
3.1	The Authorised person is : Kajiman Rai
3.2	Name and Address of Employer's representative is :Dilli Raj Khadka, Ilam Ilam Chulachuli
4.4	The Performance Security amount is: : 5% 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
6.2	Time for the submission of programme : 30 days.
6.4	Liquidated Damages for Delay is 0.05% of the Contract Price per day up to a maximum of 10% of sum stated in the Agreement.
8.1	Period for notifying defects is 180 days calculated from the date stated in the notice under Sub-Clause 7.2.
10.5.1	The Advance Payments shall NOT be applicable
10.5.3	Deductions from Payment Certificates will commence in the first certificate in which the Value of works executed exceeds 30% of the Contract Price. Deduction will be at the rate of 30% of the respective Monthly Interim Payment Certificate until such time as the advance payment has been repaid; provided that the advance payment shall be completely repaid prior to the end of 80 % of the approved contract price.

Section - IX

Contract Forms

Contract Forms

This Section contains forms which, once completed, will form part of the Contract. The forms for Performance Security and Advance Payment Security, when required, shall only be completed by the successful Bidder after contract award.

Letter of Acceptance

[on letterhead paper of the Employer]

Date:

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

Subject Notification of Award

This is to notify that your Quotation dated date..... for execution of the..... name of the contract and identification number, as given in the 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 contact this office to sign the formal contract agreement within 7 days with Performance Security of [specify the performance security amount computed as per ITB 22.2 and 25.1] consisting of a Bank Guarantee in the format included in Section IX (Contract Forms) of this Bidding Document.

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

Authorized Signature:

Name and Title of Signatory:

Contract Agreement

THIS AGREEMENT made theday of between..... name of the Employer (hereinafter "the Employer"), of the one part, andname of the Contractor(hereinafter "the Contractor"), of the other part:

WHEREAS the Employer desires that the Works known as..... name of the Contractshould be executed by the Contractor, and has accepted a Quotation by the Contractor for the execution and completion of these Works and the remedying of any defects in the sum of NRs..... [insert amount of contract price in words and figures including taxes] (hereinafter "the Contract Price").

The Employer and the Contractor agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement.
 - (a) the Letter of Acceptance;
 - (b) the Letter of Bid;
 - (c) the Addenda Nos insert addenda numbers if any
 - (d) the Special Conditions of Contract;
 - (e) the General Conditions of Contract;
 - (f) Bills of Quantities (BOQ);
 - (g) the Specification;
 - (h) the Drawings;
 - (i) the Activity Schedules; and
 - (j) ***Specify if there are any other document***
3. In consideration of the payments to be made by the Employer to the Contractor as indicated in this Agreement, the Contractor hereby covenants with the Employer to execute the Works and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

Signed by
for and on behalf the Contractor in the
presence of

Signed by
for and on behalf of the Employer in the
presence of

Witness, Name Signature, Address, Date

Witness, Name, Signature, Address, Date

Performance Security

Bank's Name, and Address of Issuing Branch or Office
(On Letter head of the Commercial bank or any Financial Institution eligible to issue Bank
Guarantee as per prevailing Law)

..... **Bank's Name, and Address of Issuing Branch or Office** Beneficiary:
..... Name and Address of Employer
Date:

Performance Guarantee No.:

We have been informed that **[insert name of the Contractor]** (hereinafter called "the Contractor") has been notified by you to sign the Contract No **[insert reference number of the Contract]** for the execution of **[insert name of contract and brief description of Works]** (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

At the request of the Contractor, we **[insert name of the Bank]** hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of **[insert name of the currency and amount in figures*]** (..... **insert amount in words**) such sum being payable in Nepalese Rupees, upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation(s) under the Contract, without your needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire, no later than the Day of **, and any demand for payment under it must be received by us at this office on or before that date.

.....
Seal of Bank and Signature(s)

Note:

All italicized text is for guidance on how to prepare this demand guarantee and shall be deleted from the final document.

* The Guarantor shall insert an amount representing the percentage of the Contract Price specified in the Contract in Nepalese Rupees.

** Insert the date thirty days after the date specified for the Defect Liability Period. The Employer should note that in the event of an extension of the time for completion of the Contract, the Employer would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Employer might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months], in response to the Employer's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee".

Advance Payment Security

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

(On Letter head of the Commercial bank or any Financial Institution eligible to issue Bank Guarantee as per prevailing Law)

..... *Bank's Name, and Address of Issuing Branch or Office*.....

Beneficiary *Name and address of employer*

Date :

Advance Payment Guarantee No.....

We have been informed thathas entered into Contract No. *Name and Address of Employer*.....*name of the Contractor*.....(hereinafter called "the Contractor")..reference number of the Contract.....datedwith you, for the execution of ...contract and brief description of Works (hereinafter called "the Contract").

Furthermore, we understand that, according to the Conditions of the Contract, an advance payment in the sum..... name of the currency and amount in figures*...(.... *amount in words*)is to be made against an advance payment guarantee.

At the request of the Contractor, we..... *name of the Bank*.....hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of..... name of the currency and amount in figures*.....(..... *amount in words*)upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation under the Contract because the Contractor used the advance payment for purposes other than the costs of mobilization in respect of the Works.

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Contractor as indicated in copies of interim statements or payment certificates which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of a copy of the interim payment certificate indicating that eighty (80) percent of the Contract Price has been certified for payment, or on the day of **, whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

.....
Seal of Bank and Signature(s)

Note:

All italicized text is for guidance on how to prepare this demand guarantee and shall be deleted from the final document.

*The Guarantor shall insert an amount representing the amount of the advance payment in Nepalese Rupees of the advance payment as specified in the Contract.

** Insert the date Thirty days after the expected completion date. The Employer should note that in the event of an extension of the time for completion of the Contract, the Employer would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Employer might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months], in response to the Employer's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee".

SECTION-VI
Bill of Quantities

Bill of Quantities

1 Provisional Sum						
Procument Item Details						
SL. No	Item Description	Unit	Quantity	Unit Rate(NPR)	Amount(NPR)	
1	Insurance premium for the insurance of owner and consultant staff (named) Rs. 10,00,000.00 per person for 20 persons with unlimited number of occurances for two years.	job	1.0	40000.0	40,000.00	
2	Carrying out diferrent laboratory tests of construction material like cement, rod, bricks, sand, aggregate, filling materials, concrete cubes etc. during construction work as per specification and direction.	job	1.0	50000.0	50,000.00	
2 Construction work						
Procument Item Details						
SL. No	Item Description	Unit	Quantity	Bidder's Rate (NPR)	Bidder's Rate (in words)	Total Amount (NPR)
1	Hoarding Board	job	1.0			
2	Site Clearance work.	sqm	114.75			
3	Earthwork in excavation in soft soil. (Using Machine)	cum	136.8			
4	Earthwork in filling as per proper ramming.	cum	13.68			
5	Sand filling Work in Floor.	cum	2.7			
6	Boulder Stone Soling in Foundation.	cum	27.47			
7	PCC (1:3:6) in foundation and walls.	cum	13.73			
8	P.C.C. 1:1.5:3 work for R.C.C for footing, slabs, lintels, sills and beams.	cum	43.94			
9	Fe 415/500 grade Tor / TMT bar for Reinforcement work.	kg	4338.74			
10	Providing and laying local soft wood form work with centering shuttering and remove after setting time all complete	sqm	728.61			
11	Plump concrete(1:2:4) in wall foundation from foundation beam to plinth tie beam	cum	24.1			

Procurement Item Details						
SL. No	Item Description	Unit	Quantity	Bidder's Rate (NPR)	Bidder's Rate (in words)	Total Amount (NPR)
12	Brickwork in superstructure in 1:4 cement sand mortar in ground and first floor	cum	36.88			
13	Supplying and fixing Salwood chaukhat frame works for doors as approved by site incharge, the timber shall be well seasoned, matured, free from wraps, knots holes and other defects all complete.	cum	0.46			
14	Making, fitting & fixing pannel door shutter with 75mmx 38mm thick Sal wood frame including all necessary approved quality of hardware fittings according to inst. of site eng.all complete work.	sqm	16.32			
15	Supply and fixing of Aluminum sliding window with ventilator and mosquito net (Natural andised 101 mm * 45 mm * 1.5 mm, glass 5 mm clear, board 9mm laminated) with necessary accessories all complete.	sqm	2.25			
16	3x20mm size M.S. grill with red oxide paints as per design and instruction all complete.	sqm	8.64			
17	12.5 mm thick 1:4 Cement plaster work in wall surface in both side	sqm	278.57			
18	12.5 mm thick 1:3 Cement plaster work in Ceiling	sqm	100.95			
19	3mm thick cement punning work	sqm	126.95			
20	Applying two or more coats of enamel paint of approved colour and quality on existing wooden member without primer in properly sanded surfaces for high class finish all complete as per specification and satisfaction of British Embassy. All enamel paint will be provide by British Embassy.	sqm	16.31			
21	Colouring with two coat plastic emulsion paint with one coat primer to give uniform colouring after rendering the surface all complete.	sqm	379.52			
22	Supplying and laying two coat of white cement of approved quality and colour over properly cleaned surface and all complete as per specification and instruction of site engineer.	sqm	379.52			

Total of Procurement Items	
Total Item Price	
VAT	
Grand Total	

Section - I
Invitation for Sealed Quotation

Invitation for Sealed Quotation

Name of the Office: NEA, Mirchaiya Distribution Center

Address of the Office: Mirchaiya Mirchaiya Siraha

Invitation for Sealed Quotation for the procurement of Supply & Delivery Of Electrical Goods & Miscellaneous items.

Sealed Quotation No: NEA/MDC/2081-082/SQ-01

Date of Publication : 23-01-2025

1. The NEA, Mirchaiya Distribution Center invites sealed quotations from registered Suppliers for the Supply & Delivery Of Electrical Goods & Miscellaneous items..
2. Eligible Suppliers may obtain further information and inspect the Sealed quotation Forms at the office of Mirchaiya Mirchaiya Siraha , 033550509, , mirchaiya@nea.org.np.
OR
[may visit PPMO website www.bolpatra.gov.np.]
3. If hard copy is allowed then a complete set of Bidding Documents may be purchased from the office NEA, Mirchaiya Distribution Center Mirchaiya Mirchaiya Siraha and the office NEA, Mirchaiya Distribution Center Mirchaiya Mirchaiya Siraha by eligible Bidders on the submission of a written application, along with the copy of company/firm registration certificate, and upon payment of a non-refundable fee of NRs.1000.0 till 06-02-2025 12:00 during office hours.
4. Bidder who chooses to submit their bid electronically may download the bidding documents for e-submission from PPMO's e-GP i.e www.bopatra.gov.np/egp. Bidders, submitting their bid electronically, should deposit the cost of bidding document in the following account
i. Name of the Bank :Nabil Bank Ltd. ii. Name of Office :NEA, Mirchaiya Distribution Center
iii. Office Code no : iv. Office Account No :00201017505698
v. Rajaswa (revenue) Shirshak No :
5. Sealed bids must be submitted to the office NEA, Mirchaiya Distribution Center Mirchaiya Mirchaiya Siraha by hand or through e-GP system i.e www.bopatra.gov.np/egp on or before 06-02-2025 12:00. Bids received after this deadline will be rejected.
6. The bids will be opened in the presence of Bidders' representatives who choose to attend at 06-02-2025 14:00 at the office of NEA, Mirchaiya Distribution Center
Mirchaiya
Mirchaiya, Siraha
Madhesh Pradesh
Nepal.
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 59000 , which shall be valid for 30 days beyond the validity period of the bid (i.e. [Refer Clause ITB 20.1]). If bidder wishes to submit the Cash Security, the cash should be deposited in Deposit Account No.[00201017505698] at [Nabil Bank Ltd. , MIRCHAIYA] and submit the receipt of the deposited amount of cash along with the Sealed Quotation.
7. 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
8. 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

Notes on the Instructions to Bidders

This section of the bidding documents should provide the information necessary for Interested Suppliers to prepare responsive bids, in accordance with the requirements of the Purchaser. It should also give information on bid submission, opening and evaluation, and award of Contract. These Instructions to Bidders shall not be part of the Contract and shall cease to have effect once the Contract is signed.

Section II Instructions to Bidder

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.

Sl. No.	Criteria Title
1	Up to date Firm/Company Registration Certificate
2	VAT and PAN Registration Certificates
3	Tax Clearance Certificate
4	Other documents as needed
5	AS REQUIRED BY OFFICE MUST BE PROVIDED.

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 Quotation 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 Form

6.1 The Quotation Form comprise the documents listed below:
 1. Section I: Invitation for Sealed Quotation (SQ)
 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	<p>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.</p> <p>12.2 The Bid Security shall be, at the Bidder's option, in any of the following forms:</p> <ul style="list-style-type: none"> (a) an unconditional bank guarantee from Commercial Bank or Financial Institution eligible to issue Bank Guarantee as per prevailing Law or; (b) a cash deposit voucher in the Purchaser's Account as specified in the BDS <p>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</p> <p>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.</p> <p>12.4 The Bid security shall be forfeited if:</p> <ul style="list-style-type: none"> (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: <ul style="list-style-type: none"> (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
13. Format and Signing of Quotations	<p>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.</p>
14. Sealing and Marking of Quotations	<p>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.</p> <p>14.2 Bidders submitting Bids electronically shall follow the electronic bid submission procedure specified in the BDS</p>
15. Deadline for Submission of Quotations	<p>15.1 Quotations shall be delivered to the Purchaser at the address no later than the time and date specified in the BDS.</p>
16. Late Quotation	<p>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.</p>
17. Modification And Withdrawal	<p>17.1 Sealed Quotations once submitted shall not be withdrawn or modified.</p>
18. Bid Opening	<p>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</p> <p>18.2 The Purchaser shall prepare and provide minutes of the opening including the information disclosed to those present.</p>
19. Process to be Confidential	<p>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.</p>
20. Examination of Quotations	<p>20.1 Prior to the detailed evaluation of Quotations, the Purchaser shall determine whether each Quotation</p> <ul style="list-style-type: none"> (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	<p>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:</p> <p>(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;</p> <p>(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</p> <p>(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.</p> <p>(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.</p> <p>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.</p> <p>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.</p> <p>21.4 In Case, a corruption case is being filed to Court against the Natural Person or Board of Director of the firm/institution /company or any partner of JV, such Natural Person or Board of Director of the firm/institution /company or any partner of JV such bidder's bid shall be excluded from the evaluation, if public entity receives instruction from Government of Nepal.</p>
22. Award of Contract	<p>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.</p> <p>22.2 In Case, a corruption case is being filed to Court against the Natural Person or Board of Director of the firm/institution /company or any partner of JV, such Natural Person or Board of Director of the firm/institution /company or any partner of JV such bidder's bid shall be excluded from the evaluation, if public entity receives instruction from Government of Nepal.</p>
23. Purchaser's Right to Accept or Reject	<p>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.</p>
24. Notification of Award and Signing of Agreement	<p>24.1 The Bidder whose bid is accepted and all other participating bidders shall be notified of the award by the Purchaser.</p> <p>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.</p> <p>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.</p>
25. Performance Security	<p>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 Commercial Bank or Financial Institution eligible to issue Bank Guarantee as per prevailing Law 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.</p> <p>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.</p> <p>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:</p> <p>Performance Security Amount =</p> $[(0.85 \times \text{Cost Estimate} - \text{Bid Price}) \times 0.5] + 5\% \text{ of Bid Price.}$ <p>The Bid Price and Cost Estimate shall be inclusive of Value Added Tax.</p>

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.
- 26.2 In Case, a corruption case is being filed to Court against the Natural Person or Board of Director of the firm/institution /company or any partner of JV, such Natural Person or Board of Director of the firm/institution /company or any partner of JV such bidder's bid shall be excluded from the evaluation, if public entity receives instruction from Government of Nepal.
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 :
- give or propose improper inducement directly or indirectly,
 - distortion or misrepresentation of facts
 - engaging or being involved in corrupt or fraudulent practice
 - interference in participation of other prospective bidders.
 - coercion or threatening directly or indirectly to cause harm to the person or the property of any person to be involved in the procurement proceedings,
 - collusive practice among bidders before or after submission of bids for distribution of works among bidders or fixing artificial/uncompetitive bid price with an intention to deprive the 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:
- if it is proved that the bidder committed acts pursuant to the Sub-Clause 27.2,
 - 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 ,
 - if convicted by a court of law in a criminal offence which disqualifies the bidder from participating in the contract.
 - if it is proved that the contract agreement signed by the bidder was based on false or misrepresentation of bidder's qualification information,
 - 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 District Coordination Committee, District Administration Office, Provincial Treasury and Controller Office and District Treasury and Controller Office, Such notice shall also be posted in its website and PPMO's website.
- Name of the procurement,
 - IFB number,
 - date and name of newspaper published the IFB notice,
 - 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	<p>The scope of Supply is :</p> <p>The number of the Invitation for Sealed Quotation (SQ) is :NEA/MDC/2081-082/SQ-01The Purchaser is: NEA, Mirchaiya Distribution Center</p> <p>The Name of the Project is :Supply & Delivery Of Electrical Goods & Miscellaneous items.</p>
ITB 10	<p>The Bidder shall furnish a bid security, from Commercial Bank or Financial Institution eligible to issue Bank Guarantee as per prevailing Law with a minimum of NRs.59000, which shall be valid for 30 days beyond the validity period of the bid.</p>
ITB 10(a)	<p>Cash Deposit Account for Bid Security:</p> <p>Bank Name:Nabil Bank Ltd.</p> <p>Bank Address:MIRCHAIYA</p> <p>Account holder's Name:NEA MIRCHAIYA DISTRIBUTION CENTER</p> <p>Account Number:00201017505698</p>
ITB 14.1	<p>Bidders shall not have the option of submitting their bids electronically.</p>
ITB 15	<p>The deadline for Sealed Quotation submission is:06-02-2025 12:00</p> <p>Address:Mirchaiya Mirchaiya Siraha</p>
ITB 18	<p>The Sealed Quotation opening shall take place at :</p> <p>Address :NEA, Mirchaiya Distribution Center</p> <p>Mirchaiya</p> <p>Mirchaiya, Siraha</p> <p>Madhesh Pradesh</p> <p>Nepal</p> <p>Date and Time:06-02-2025 14:00</p> <p>a) e-GP system allows to download the Sealed Quotation response document only after bid opening date and time are met. Simultaneous login of two members of the opening committee is required for bid opening.</p> <p>b)The Purchaser shall conduct the opening of bid at the address on the same date and time as specified in bidding document in the presence of Bidders’ representatives who choose to attend</p>

Section - IV

Sample Forms

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 Five (5) percent of the Contract Price 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.

Until a formal Contract is prepared and executed, this SQ, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

We understand that you are not bound to accept the lowest or any SQ 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. <input type="checkbox"/> 1. Firm Registration Certificate <input type="checkbox"/> 2. Authorization to represent the firm	

3. Price Schedule for Goods

Name of Bidder _____ Contract Identification Number _____

Item	Description	Country of Origin	Quantity	Unit Price ¹ EXW (in NRs)		Total Price (in NRs) (cols. 4x5)
				In Figure	In Words	
1	2	3	4	5		4x5=6
Total						
VAT						
Grand Total						

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

[If there are more than one lot/slice/package, prepare Price Schedule form for each lot/slice/package]

Name _____

In the capacity of _____

Signed _____

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

Date: _____

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

4. Bid Security

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

(On Letter head of the Commercial Bank or Financial Institution eligible to issue Bank Guarantee as per prevailing Law)

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 datenumber.....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 later 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 Bankon

..... (Applicable for Bid Security of Foreign Banks).

Schedule of Requirement

1. List of Goods and Related Services

1 Electrical machinery apparatus equipment and consumables			
Procument Item Details			
SL. No	Item Description	Unit of Measurement	Quantity
1	12 Mm Transformer bush Connector (brass)	Nos.	70.0
2	16 Mm Transformer bush Connector (brass)	Nos.	40.0
3	20 Mm Transformer bush Connector (brass)	Nos.	30.0
4	"Screw Driver Kit 8 Blades (6 mm dia and neon bulbIndian Brand)"	Set.	70.0
5	Nose Plier (155 mm Indian Brand)	Set.	70.0
6	Combination Plier (205mm Indian Brand)	Set.	70.0
7	Hammer (500 Gram Indian Brand)	Set.	70.0
8	Allen key (0.5 mm - 12 mm Indian Brand)	Nos.	15.0
9	Slide Wrench (205 mm Indian Brand)	Nos.	70.0
10	Open Spanner/Pana Wrench (6 mm - 27 mm)with Box.	Set.	4.0
11	Wire Cutter (24 Inch Indian Brand)	Nos.	3.0
12	Tension Vise (2 Ton With Tong)	Set.	2.0
13	Fiber Operating Rod 3 Section	Nos.	3.0
14	Fiber Operating Rod 4 Section	Nos.	7.0
15	Fiber Sliding Ladder (12x12)	Nos.	5.0
16	Wooden Sliding Ladder (16x16)	Nos.	2.0
17	2.5 Amp. Bottom Type Fuse(Copper Fuse Element)	Nos.	700.0
18	5 Amp. Bottom Type Fuse(Copper Fuse Element)	Nos.	1000.0
19	10 Amp. Bottom Type Fuse(Copper Fuse Element)	Nos.	800.0
20	95 mm Long body cable socket (Copper)	Nos.	275.0
21	120 mm Long body cable socket (Copper)	Nos.	275.0
22	150 mm Long body cable socket (Copper)	Nos.	200.0
23	300 mm Long body cable socket (Copper)	Nos.	275.0

Procurement Item Details			
SL. No	Item Description	Unit of Measurement	Quantity
24	Hydraulic Crimping Tools(16 mm-300 mm) 120 Ton Crimping Power	Nos.	2.0
25	11 KV Disconnecting Switch (630 A.)	Set.	5.0
26	11 KV Insulation Tape	Nos.	100.0
27	10 sq mm Concentratic Cable(single Core)	Mtr	5000.0
28	35 sq mm Concentratic Cable(Four Core)	Mtr	900.0
29	8" Half threaded Nut Bolt GI	Kg	450.0
30	14" Half threaded Nut Bolt GI	Kg	100.0

2. Delivery and Completion Schedule

1 Electrical machinery apparatus equipment and consumables					
SL. No	Description of Goods	Final Destination	Earliest Delivery Date	Acceptable Delivery Date	Bidder's offered Delivery date
1	12 Mm Transformer bush Connector (brass)	NEA STORE,MIRCHAIYA DC	30 Days From Signing of Contract	45 Days From Signing of Contract	
2	16 Mm Transformer bush Connector (brass)	NEA STORE,MIRCHAIYA DC	30 Days From Signing of Contract	45 Days From Signing of Contract	
3	20 Mm Transformer bush Connector (brass)	NEA STORE,MIRCHAIYA DC	30 Days From Signing of Contract	45 Days From Signing of Contract	
4	"Screw Driver Kit 8 Blades (6 mm dia and neon bulbIndian Brand)"	NEA STORE,MIRCHAIYA DC	30 Days From Signing of Contract	45 Days From Signing of Contract	
5	Nose Plier (155 mm Indian Brand)	NEA STORE,MIRCHAIYA DC	30 Days From Signing of Contract	45 Days From Signing of Contract	
6	Combination Plier (205mm Indian Brand)	NEA STORE,MIRCHAIYA DC	30 Days From Signing of Contract	45 Days From Signing of Contract	
7	Hammer (500 Gram Indian Brand)	NEA STORE,MIRCHAIYA DC	30 Days From Signing of Contract	45 Days From Signing of Contract	
8	Allen key (0.5 mm - 12 mm Indian Brand)	NEA STORE,MIRCHAIYA DC	30 Days From Signing of Contract	45 Days From Signing of Contract	
9	Slide Wrench (205 mm Indian Brand)	NEA STORE,MIRCHAIYA DC	30 Days From Signing of Contract	45 Days From Signing of Contract	

SL. No	Description of Goods	Final Destination	Earliest Delivery Date	Acceptable Delivery Date	Bidder's offered Delivery date
10	Open Spanner/Pana Wrench (6 mm - 27 mm)with Box.	NEA STORE,MIRCHAIYA DC	30 Days From Signing of Contract	45 Days From Signing of Contract	
11	Wire Cutter (24 Inch Indian Brand)	NEA STORE,MIRCHAIYA DC	30 Days From Signing of Contract	45 Days From Signing of Contract	
12	Tension Vise (2 Ton With Tong)	NEA STORE,MIRCHAIYA DC	30 Days From Signing of Contract	45 Days From Signing of Contract	
13	Fiber Operating Rod 3 Section	NEA STORE,MIRCHAIYA DC	30 Days From Signing of Contract	45 Days From Signing of Contract	
14	Fiber Operating Rod 4 Section	NEA STORE,MIRCHAIYA DC	30 Days From Signing of Contract	45 Days From Signing of Contract	
15	Fiber Sliding Ladder (12x12)	NEA STORE,MIRCHAIYA DC	30 Days From Signing of Contract	45 Days From Signing of Contract	
16	Wooden Sliding Ladder (16x16)	NEA STORE,MIRCHAIYA DC	30 Days From Signing of Contract	45 Days From Signing of Contract	
17	2.5 Amp. Bottom Type Fuse(Copper Fuse Element)	NEA STORE,MIRCHAIYA DC	30 Days From Signing of Contract	45 Days From Signing of Contract	
18	5 Amp. Bottom Type Fuse(Copper Fuse Element)	NEA STORE,MIRCHAIYA DC	30 Days From Signing of Contract	45 Days From Signing of Contract	
19	10 Amp. Bottom Type Fuse(Copper Fuse Element)	NEA STORE,MIRCHAIYA DC	30 Days From Signing of Contract	45 Days From Signing of Contract	
20	95 mm Long body cable socket (Copper)	NEA STORE,MIRCHAIYA DC	30 Days From Signing of Contract	45 Days From Signing of Contract	
21	120 mm Long body cable socket (Copper)	NEA STORE,MIRCHAIYA DC	30 Days From Signing of Contract	45 Days From Signing of Contract	
22	150 mm Long body cable socket (Copper)	NEA STORE,MIRCHAIYA DC	30 Days From Signing of Contract	45 Days From Signing of Contract	
23	300 mm Long body cable socket (Copper)	NEA STORE,MIRCHAIYA DC	30 Days From Signing of Contract	45 Days From Signing of Contract	
24	Hydraulic Crimping Tools(16 mm-300 mm) 120 Ton Crimping Power	NEA STORE,MIRCHAIYA DC	30 Days From Signing of Contract	45 Days From Signing of Contract	
25	11 KV Disconnecting Switch (630 A.)	NEA STORE,MIRCHAIYA DC	30 Days From Signing of Contract	45 Days From Signing of Contract	
26	11 KV Insulation Tape	NEA STORE,MIRCHAIYA DC	30 Days From Signing of Contract	45 Days From Signing of Contract	
27	10 sq mm Concentratic Cable(single Core)	NEA STORE,MIRCHAIYA DC	30 Days From Signing of Contract	45 Days From Signing of Contract	
28	35 sq mm Concentratic Cable(Four Core)	NEA STORE,MIRCHAIYA DC	30 Days From Signing of Contract	45 Days From Signing of Contract	

SL. No	Description of Goods	Final Destination	Earliest Delivery Date	Acceptable Delivery Date	Bidder's offered Delivery date
29	8" Half threaded Nut Bolt GI	NEA STORE,MIRCHAIYA DC	30 Days From Signing of Contract	45 Days From Signing of Contract	
30	14" Half threaded Nut Bolt GI	NEA STORE,MIRCHAIYA DC	30 Days From Signing of Contract	45 Days From Signing of Contract	

Technical Specifications

1 Electrical machinery apparatus equipment and consumables

Sl. No.	Description of Goods	Particulars	Requirements	Bidder's Offer
1	12 Mm Transformer bush Connector (brass)	Standard	As Per Purchaser Requirement	
2	16 Mm Transformer bush Connector (brass)	Standard	As Per Purchaser Requirement	
3	20 Mm Transformer bush Connector (brass)	Standard	As Per Purchaser Requirement	
4	"Screw Driver Kit 8 Blades (6 mm dia and neon bulb Indian Brand)"	Standard	As Per Purchaser Requirement	
5	Nose Plier (155 mm Indian Brand)	Standard	As Per Purchaser Requirement	
6	Combination Plier (205mm Indian Brand)	Standard	As Per Purchaser Requirement	
7	Hammer (500 Gram Indian Brand)	Standard	As Per Purchaser Requirement	
8	Allen key (0.5 mm - 12 mm Indian Brand)	Standard	As Per Purchaser Requirement	
9	Slide Wrench (205 mm Indian Brand)	Standard	As Per Purchaser Requirement	
10	Open Spanner/Pana Wrench (6 mm - 27 mm)with Box.	Standard	As Per Purchaser Requirement	
11	Wire Cutter (24 Inch Indian Brand)	Standard	As Per Purchaser Requirement	
12	Tension Vise (2 Ton With Tong)	Standard	As Per Purchaser Requirement	
13	Fiber Operating Rod 3 Section	Standard	As Per Purchaser Requirement	
14	Fiber Operating Rod 4 Section	Standard	As Per Purchaser Requirement	
15	Fiber Sliding Ladder (12x12)	Standard	As Per Purchaser Requirement	
16	Wooden Sliding Ladder (16x16)	Standard	As Per Purchaser Requirement	
17	2.5 Amp. Bottom Type Fuse(Copper Fuse Element)	Standard	As Per Purchaser Requirement	
18	5 Amp. Bottom Type Fuse(Copper Fuse Element)	Standard	As Per Purchaser Requirement	
19	10 Amp. Bottom Type Fuse(Copper Fuse Element)	Standard	As Per Purchaser Requirement	
20	95 mm Long body cable socket (Copper)	Standard	As Per Purchaser Requirement	
21	120 mm Long body cable socket (Copper)	Standard	As Per Purchaser Requirement	
22	150 mm Long body cable socket (Copper)	Standard	As Per Purchaser Requirement	

Sl. No.	Description of Goods	Particulars	Requirements	Bidder's Offer
23	300 mm Long body cable socket (Copper)	Standard	As Per Purchaser Requirement	
24	Hydraulic Crimping Tools(16 mm-300 mm) 120 Ton Crimping Power	Standard	As Per Purchaser Requirement	
25	11 KV Disconnecting Switch (630 A.)	Standard	As Per Purchaser Requirement	
26	11 KV Insulation Tape	Standard	As Per Purchaser Requirement	
27	10 sq mm Concentratic Cable(single Core)	Standard	As Per Purchaser Requirement	
28	35 sq mm Concentratic Cable(Four Core)	Standard	As Per Purchaser Requirement	
29	8" Half threaded Nut Bolt GI	Standard	As Per Purchaser Requirement	
30	14" Half threaded Nut Bolt GI	Standard	As Per Purchaser Requirement	

Conditions of Contract

Section VI. General Conditions of Contract

1. Definitions	<p>1.1 In this contract, the following terms shall be interpreted as indicated:</p> <ul style="list-style-type: none">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	<p>2.1 The goods supplied under this contract shall confirm to the standards mentioned in the Technical Specification.</p>
3. Patent Right	<p>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.</p>

4. Performance Security	<p>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 Documents for the due performance of the Contract in the amounts specified in the SCC.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>4.5 The performance security shall be released within 28 days of completion of warranty period and upon submission of claim by the Supplier.</p>
5. Inspection and Tests	<p>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</p> <p>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.</p>
6. Packing	<p>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.</p> <p>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.</p> <p>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.</p>
7. Delivery of Goods	<p>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.</p>
8. Insurance	<p>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.</p>

9. Warranty	<p>9.1 The Supplier warrants that all the goods supplied under the contract shall fully comply with the specification laid down in the contract.</p> <p>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.</p> <p>9.3 The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty.</p> <p>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.</p>
10. Payment	<p>10.1 Payment shall be made in the Nepalese currency as specified in the SCC</p> <p>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.</p>
11. Prices	<p>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.</p>
12. Changed Order	<p>12.1 Where the Purchaser desires to make changes in Schedule of Requirement, it shall not exceed more than 15 percent.</p>
13. Liquidated Damages	<p>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.</p>
14. Resolution of Disputes	<p>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.</p> <p>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.</p> <p>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</p>

	<p>commenced prior to or after delivery of the Goods under the Contract.</p> <p>14.2.2 Arbitration proceedings shall be conducted in accordance with in accordance with the rules of Nepal Council of Arbitration (NEPCA).</p> <p>14.3 Notwithstanding any reference to arbitration herein,</p> <ul style="list-style-type: none"> 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	<p>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</p> <p>17.2 A Notice shall be effective when delivered or on the Notice's effective date, whichever is later.</p>
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	<p>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.</p> <p>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 :</p> <ul style="list-style-type: none"> 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,

	<ul style="list-style-type: none"> 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	<p>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:</p> <ul style="list-style-type: none"> 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. <p>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.</p>

Section VII - Special Conditions of Contract (SCC)		
This SCC forms part of the Agreement [Note: with the exception of the items for which the Purchaser's requirements have been inserted, the Bidder shall complete the following information before submitting his Sealed Quotation.]		
GCC 1.1.1 (e)	The Purchaser shall be: NEA, Mirchaiya Distribution Center	
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 : 1 year	
GCC 10	The terms of payment to be made to the Supplier under the contract shall be as follows: Through accounts division/unit of the Purchaser Payments shall be made in Nepalese Rupees in the following manner: After the Delivery of all Goods. Payments shall be made in Nepalese Rupees in the following manner:.	
	SL No	Milestone Name
	1	Advance payment
	2	Installment & commission
GCC 17.1	Payment Percentage	
	0	
	100.0	
GCC 17.1	For notices, the Purchaser’s address shall be:	
	Attention:	NEA, Mirchaiya Distribution Center
	Address:	Mirchaiya Mirchaiya Siraha
	Designation:	
GCC 17.1	Telephone:	033550509
		Facsimile Number:
	Electronic Mail Address:	
GCC 17.1	For notices, the Suppliers’s address shall be:	
	Attention:	
	Address:	
	Designation:	
GCC 17.1	Telephone:	Facsimile Number:
	Electronic Mail Address:	
GCC 19.1	The Supplier shall supply 1number of copies 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]

Date.....

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

Name:

Designation:

Sign:

Seal:

On behalf of the Supplier

Name:

Designation:

Sign:

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]