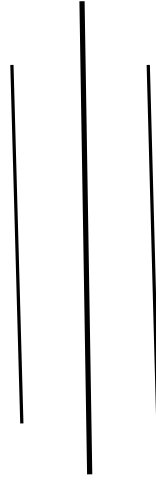
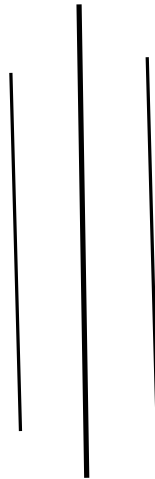


Government of Nepal
Ministry of Federal Affairs & Local Development
Office of District Development Committee
Baglung



Bidding Document
For
Supply of Steel tubular poles

Contract Identification No: DDC/BAG/NCB/EG/02/072-73



April, 2016



Government of Nepal
Ministry of Federal Affairs and Local Development
Office of District Development Committee
Baglung

Invitation of Bids for the Procurement of Steel Tubular pole and Construction of RCC Motorable Bridge

First date of publication of notice: April 17, 2016 (Baisakh 5, 2073)

1. The Government of Nepal has allocated funds towards the cost of Local Roads Bridge Programme (LRBP) and electrical royalty to the Office of District Development Committee (DDC). DDC intends to apply part of electrical royalty for the procurement of steel tubular pole for expansion of services in the sector of rural electrification works and part of LRBP funds for the Construction of Hugdi Khola Bridge, Nayabazaar in Baglung District.
2. DDC Office Baglung invites bids for the supply of electrical poles and construction of RCC Motorable bridge as stated in table below. Bidding is open to all eligible Bidders.
3. The cost estimate of 355 number steel tubular pole of 8 m long folding type having bottom section galvanized and other section red-oxide coated including transportation and excluding VAT and Contingencies is NRs. 46,90,192/55.
4. Eligible Bidders may obtain further information and inspect the bidding documents at the DDC Office Baglung, Mobile 9845090877, Phone no. 068-520148, Fax no 068-520152, Email ddcbaglung@gmail.com, DDC's website: www.ddcbaglung.gov.np or may visit E-procurement section of PPMO's web Site www.bplpatra.gov.np
5. Bidding documents may be purchased from the office of **DDC, Baglung** on the submission of a written application and upon payment of a non-refundable fee for bid documents as mentioned in the following table until the May 17, 2016 (2073/02/04) within office hour. For the purpose of bidders who choose to submit their bid electronically through E-procurement section of PPMO's web site may choose to download the necessary part of bidding documents, prepare their bids and submit their electronic bids as specified in the instructions to bidders, in case the bidder choose to download and submit bid electronically, the bidder shall be required to deposit the cost of bidding document (as specified below) in the DDC, Rajaswa (revenue) account either by direct deposit or by tele-transfer of deposit in the DDC account for the purchase the bids as specified below and electronic scanned copy (PDF format) of the bank deposit voucher or Tele-transfer certificate shall also be submitted along with the electronic bid files.

Information to deposit the cost of bidding document in Bank:

Name of the Bank: Nepal Bank Limited, , Baglung

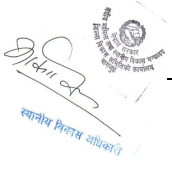
Name of Office: District Development Committee, Baglung

Bank Code no. 49, Office Account no. 22-51-4910 Rajaswa (revenue) account

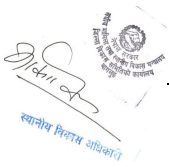
6. Each bidder shall bid only one bid, either individually or as a partner in a joint venture. To facilitate contract administration, the number partners in J/V is limited to 3(Three).
7. Sealed Bids must be submitted to the office of **DDC, Baglung** on or before 12:00 hours (noon) on May 18, 2016 (2073/02/05). Alternatively, bidders may submit their bid electronically through E-procurement section of PPMO's web site as specified in the instruction to bidder. Documents received after this deadline shall not be accepted.

8. If bidder wishes to submit the bid security in the form of cash, bidder has to deposit cash in deposit account no Ga – 3 – 22 – 51 - 4693 of DDC Office, Baglung in Nepal bank limited, Baglung and submit bank deposit voucher along with the bid
9. Bids shall be opened physically and electronically in the presence of Bidders' representatives who choose to attend 13:00 hours on May 18, 2016 (2073/02/05) *at* the office of District Development Committee, Baglung. Bids must be valid until 90 day from bid submission deadline and must be accompanied by bid security, amounting to a *minimum of amount (Inclusive of VAT)* listed below, which shall be *valid beyond 30 day from bid validity period*.
10. Pre-Bid meeting shall be held at the office of *DDC, Baglung* at 14:00 hours on 18 th day from the date of first invitation of notice.
11. If the last date of purchasing, submission and opening and pre-bid meeting falls on a government holiday then the next working day shall be considered the last day. In such a case the bid validity and bid security validity shall be recognized with effect from the original bid submission deadline.
12. Bidders are advised to visit and assess the actual site condition before submitting their bids.
13. The Employer reserves the right to accept or reject, wholly or partly any or all the bids without assigning reason, whatsoever.
14. The matter other than above shall be as per prevailing Act and Rule of Public procurement of Nepal.
15. The name and identification of the contract are as follows :

Contract no.	Description of work	Average annual turnover Excluding VAT (NRs.)	Bid security amount (NRs.)	Specific work experience within last 10 years	Bid document Fee (NRs)	Minimum Amount of Liquid assets and/or credit facilities required
DDC/BA G/NCB/ EG/02/07 2-73	Supply of Steel tubular pole 8 m long folding type (200 pcs at Baglung Bazar, 155 pcs at Kharbang bazaar)	80,00,000/- (Supply Turnover in best 3 years out of last 10 years)	1,20,000/-	Single work amounting NRs. 60,00,000/-	1,000/-	NRs. 2 Million
DDC/BA G/NCB/ LRBP/03 /072-73	Construction of 24 m span RCC Motorable bridge, Access roads & river training works on Hugdi khola along Nayabazaar-Hugdisir Road	3,50,00,000/- (Construction Turnover in best 3 years out of last 10 year)	6,50,000/-	For Single Bidder At least 2 no. of any type of RCC motorable bridge with span not less than 24 m For JV Bidder The lead partner of JV must fulfill the criteria for single bidder All other partners of JV shall have completed at least 1 number of bridge having span greater than 24 m	3,000/-	NRs. 10 Million



Section I. Instructions to Bidders



Section I. Instructions to Bidders

General

Scope of Bid	<p>The Purchaser <i>indicated in the BDS</i> issues this Bidding Document for the supply of Goods and Related Services incidental thereto as specified in Section V, Schedule of Requirements.</p> <p>Throughout this Bidding Document :</p> <ul style="list-style-type: none"> (a) the term “in writing” means communicated in written form with proof of receipt; (b) if the context so requires, singular means plural and vice versa; and (c) “day” means calendar day.
Source of Funds	<p>GoN Funded: In accordance with its annual program and budget, approved by the GoN, the Purchaser intends to apply a portion of the allocated budget to eligible payments under the contract(s) <i>indicated in the BDS</i> for which this Bidding Document is issued.</p> <p style="text-align: center;">Or</p> <p>DP Funded: The GoN has applied for or received financing (hereinafter called “funds”) from the Development Partner (hereinafter called “the DP”) <i>indicated in the BDS</i> toward the cost of the project <i>named in the BDS</i>. The GoN intends to apply a portion of the funds to eligible payments under the contract(s) for which this Bidding Document is issued.</p> <p>DP Funded: Payment by the DP will be made only at the request of the GoN and upon approval by the DP in accordance with the terms and conditions of the financing agreement between the GoN and the DP (hereinafter called the “Loan Agreement”), and will be subject in all respects to the terms and conditions of that Loan Agreement. No party other than the GoN shall derive any rights from the Loan Agreement or have any claim to the funds.</p> <p>Public Entity's Resources Funded.</p>
Fraud and Corruption	<p>Anticorruption related laws require that GoN’s officials (including beneficiaries of funds), as well as bidders, suppliers, and contractors and their sub-contractors under GoN/DP-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, this bidding document;</p> <p>defines, for the purposes of this provision, the terms set forth below as follows:</p> <ul style="list-style-type: none"> (i) “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party; (ii) “fraudulent practice” means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or

	<p>attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;</p> <p>(iii) “coercive practice” means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;</p> <p>(iv) “collusive practice” means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party.</p> <p>(v) “obstructive practice” means: deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a GoN/DP investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or acts intended to materially impede the exercise of the GoN’s/DP’s inspection and audit rights provided for under sub-clause 3.5 below.</p> <p>(b) will reject bid(s) if it determines that the bidder has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;</p> <p>(c) will sanction a firm or individual, including declaring ineligible, for a stated period of time, to be awarded a GoN/DP-financed contract if it at any time determines that the firm has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for, or in executing, a GoN/DP-financed contract.</p> <p>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> <p>(a) give or propose improper inducement directly or indirectly,</p> <p>(b) distortion or misrepresentation of facts,</p> <p>(c) engaging in corrupt or fraudulent practice or involving in such act,</p> <p>(d) interference in participation of other competing bidders,</p> <p>(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,</p> <p>(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,</p>
--	--

	<p>(g) contacting the Employer with an intention to influence the Employer with regards to the bids or interference of any kind in examination and evaluation of the bids during the period from the time of opening of the bids until the notification of award of contract.</p> <p>Without prejudice to any other rights of the Purchaser under the related laws, GoN may blacklist a Bidder for its conduct for a period of one (1) to three (3) years on the following grounds and seriousness of the act committed by the bidder:</p> <p>(a) if convicted by a court of law in a criminal offence which disqualifies the Bidder from participating in the contract,</p> <p>(b) If it is proved that the bidder has committed an act contrary to ITB 3.2.</p> <p>A bidder declared blacklisted and ineligible by the GoN, Public procurement Monitoring Office (PPMO), and/or the DP in case of DP funded project, shall be ineligible to bid for a contract during the period of time determined by the GoN, PPMO and/or the DP.</p> <p>The Supplier shall permit the GoN/DP to inspect the Supplier's accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by the GoN/DP, if so required by the GoN/DP.</p> <p>DP Funded: In pursuance of the fraud and corruption policy, the DP. will reject a proposal if it determines that the bidder recommended for award has directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question; will cancel the portion of the loan/ credit/ grant allocated to a contract if it determines at any time that representative(s) of the GoN or of a beneficiary of the fund engaged in corrupt, fraudulent, collusive, or coercive practices during the procurement or the execution of that contract, without the GoN having taken timely and appropriate action satisfactory to the DP to address such practices when they occur.</p>
<p>Eligible Bidders</p>	<p>This Invitation for Bids is open to eligible Bidders from all countries, except for any specified in the BDS.</p> <p>A Bidder may be a natural person, private entity, government-owned entity (subject to ITB 4.4) or any combination of them with a formal intent to enter into an agreement or under an existing agreement in the form of a Joint Venture (JV). In the case of a JV:</p> <p>(a) all parties to the JV shall be jointly and severally liable; and</p> <p>(b) a JV shall nominate a representative who shall have the authority to conduct all businesses for and on behalf of any and all the parties of the JV during the bidding process and, in the event the JV is awarded the Contract, during contract execution.</p> <p>A Bidder shall not have a conflict of interest. All Bidders found to have a</p>

	<p>conflict of interest shall be disqualified. A Bidder may be considered to be in a conflict of interest with one or more parties in this bidding process if, including but not limited to:</p> <ul style="list-style-type: none"> (a) have controlling shareholders in common; (b) receive or have received any direct or indirect subsidy from any of them; (c) have the same legal representative for purposes of this Bid; (d) have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Purchaser regarding this bidding process; (e) a Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which it is involved. However, this does not limit the inclusion of the same subcontractor, not otherwise participating as a Bidder, in more than one bid; or (i) a Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the goods and services that are the subject of the bid. <p>A Bidder that is under a declaration of ineligibility by the GoN/DP in accordance with ITB 3.4, at the date of the deadline for bid submission or thereafter, shall be disqualified.</p> <p>A GoN-owned enterprise may also participate in the bid if it is legally and financially autonomous, it operates under commercial law, and it is not dependent agency of the Purchaser.</p> <p>Bidders shall provide such evidence of their continued eligibility satisfactory to the Purchaser, as the Purchaser shall reasonably request.</p> <p>Firms shall be excluded in any of the cases, if</p> <ul style="list-style-type: none"> by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations prohibits any import of goods or Contracting of works or services from that country or any payments to persons or entities in that country. DP Funded: as a matter of law or official regulation, GoN prohibits commercial relations with that country, provided that the DP is satisfied that such exclusion does not preclude effective competition for the supply of goods or related services required; (c) DP Funded: a firm has been determined to be ineligible by the DP in relation to their guidelines or appropriate provisions on preventing and combating fraud and corruption in projects financed by them.
--	--

	<p>A bidder and all parties constituting the Bidder shall have the nationality of an eligible country as defined by the concerned DP for DP funded projects.</p> <p>The domestic Bidder who has obtained Permanent Account Number (PAN) and Value Added Tax (VAT) registration certificate(s) and Tax clearance certificate or proof of submission of tax return from the Inland Revenue Office shall only be eligible. The foreign bidder submitting the documents <i>indicated in the BDS</i> at the time of bid submission and a declaration to submit the document(s) <i>indicated in the BDS</i> at the time of contract agreement shall only be eligible</p>
--	--

Eligible Goods and Related Services	<p>5.1 All goods and related services to be supplied under the contract are eligible, unless their origin is from a country <i>specified in the BDS</i>.</p> <p>5.2 For purposes of this clause, “origin” means the place where the goods are mined, grown, or produced, or the place from which the related services are supplied</p> <p>5.3 The origin of goods and services is distinct from the nationality of the Bidder.</p>
Site Visit	<p>For goods contracts requiring installation/ commissioning/ networking or similar services at site, the Bidder, at the Bidder’s own responsibility and risk, is encouraged to visit and examine the Site and obtain all information that may be necessary for preparing the Bid and entering into a contract for the supply of goods and related services.</p> <p>The Bidder should ensure that the Purchaser is informed of the visit in adequate time to allow it to make appropriate arrangements.</p> <p>The costs of visiting the Site shall be at the Bidder’s own expense.</p>

Contents of Bidding Document

Sections of the Bidding Document	<p>The Bidding Document consist of Parts 1, 2, and 3, which include all the Sections indicated below, and should be read and construed in conjunction with any Addenda issued in accordance with ITB 9.</p> <p>PART 1 Bidding Procedures</p> <ul style="list-style-type: none"> • Section I. Instructions to Bidders (ITB) • Section II. Bid Data Sheet (BDS) • Section III. Evaluation and Qualification Criteria • Section IV. Bidding Forms <p>PART 2 Supply Requirements</p> <ul style="list-style-type: none"> • Section V. Schedule of Requirements <p>PART 3 Conditions of Contract and Contract Forms</p> <ul style="list-style-type: none"> • Section VI. General Conditions of Contract (GCC) • Section VII. Special Conditions of Contract (SCC)
---	--

	<p style="text-align: center;">Section VIII. Contract Forms</p> <p>The Purchaser will reject any Bid submission if the Bidding Document was not purchased directly from the Purchaser, or through its assigned office as stated in the BDS.</p> <p>The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Document as well as in Amendments, if any. Failure to furnish all information or documentation required by the Bidding Document may result in the rejection of the Bid.</p> <p>The Invitation for Bids issued by the Purchaser is not part of the Bidding Document</p>
Clarification of Bidding Document/Pre-bid meeting	<p>A prospective Bidder requiring any clarification of the Bidding Document shall contact the Purchaser in writing at the Purchaser's address indicated in the BDS. The Purchaser will respond in writing to any request for clarification, provided that such request is received within the time limit specified in the BDS prior to the deadline for submission of Bids. The Purchaser shall forward copies of its response to all Bidders who have acquired the Bidding Document directly from it, including a description of the inquiry but without identifying its source. Should the Purchaser deem it necessary to amend the Bidding Document as a result of a clarification, it shall do so following the procedure under ITB 9 and 24.2.</p> <p>The purchaser may organize a pre-bid meeting of Bidders at least ten (10) days before the deadline for submission of Bids at the place, date and time as specified in the BDS to provide information relating to Bidding Documents, Technical specifications and the like matters. Should the purchaser deem it necessary to amend the Bidding Document as a result of a clarification, it shall do so following the procedure under ITB 9 and ITB 24.2.</p>
Amendment of Bidding Document	<p>At any time prior to the deadline for submission of the Bids, the Purchaser may amend the Bidding Document by issuing addenda.</p> <p>Any addendum issued shall be part of the Bidding Document and shall be communicated in writing to all who have obtained the Bidding Document directly from the Purchaser.</p> <p>To give prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Purchaser may, at its discretion, extend the deadline for the submission of the Bids, pursuant to ITB 24.2.</p>

Preparation of Bids

Cost of Bidding	The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Purchaser shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
Language of Bid	The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Purchaser, shall be written in the language specified in the BDS. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in

	<i>the BDS</i> , in which case, for purposes of interpretation of the Bid, such translation shall govern.
Documents Comprising the Bid	<p>The Bid shall comprise the following:</p> <p>Bid Submission Sheet and the applicable Price Schedules, in accordance with ITB Clauses 13, 15, and 16;</p> <p>Bid Security in accordance with ITB 21;</p> <p>alternative bids, if permissible, in accordance with ITB 14;</p> <p>written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 22;</p> <p>documentary evidence in accordance with ITB 17 establishing the Bidder's eligibility to bid;</p> <p>documentary evidence in accordance with ITB Clauses 18 and 31, that the Goods and Related Services conform to the Bidding Document;</p> <p>documentary evidence in accordance with ITB 19 establishing the Bidder's qualifications to perform the contract if its Bid is accepted; and any other document required in the BDS.</p>
Bid Submission Sheet and Price Schedules	<p>The Bidder shall submit the Bid Submission Sheet using the form furnished in Section IV, Bidding Forms. This form must be completed without any alterations to its format, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.</p> <p>The Bidder shall submit the Price Schedules for Goods and Related Services, according to their origin as appropriate, using the forms furnished in Section IV, Bidding Forms</p>
Alternative Bids	14.1 Unless otherwise <i>indicated in the BDS</i> , alternative bids shall not be considered.
Bid Prices and Discounts	<p>The Bidder shall complete the appropriate Price Schedule and the sources of Goods schedules included herein, stating the unit prices, total cost per item, the total Bid amount and the expected countries of origin of the Goods to be supplied under the contract.</p> <p>Prices quoted in the Price Schedules shall be entered separately in the following manner:</p> <ol style="list-style-type: none"> i. the price of the goods quoted EXW (ex works, ex factory, ex warehouse, ex showroom, or off-the-shelf, as applicable), including all customs duties and sales and other taxes already paid or payable: (i) on the components and raw materials used in the manufacture or assembly of goods quoted ex works or ex factory; or (ii) on the previously imported goods of foreign origin quoted ex warehouse, ex showroom or off-the-shelf; ii. the price for inland transportation, insurance, and other costs incidental to delivery of the goods to their final destination, if <i>specified in the BDS</i>;

	<p>iii. the price of other (incidental) services, if any, <i>listed in the BDS</i>.</p> <p>Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account, unless otherwise <i>specified in the BDS</i>. A Bid submitted with an adjustable price quotation shall be treated as nonresponsive and shall be rejected, pursuant to ITB 31. However, if in <i>accordance with the BDS</i>, prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract, a Bid submitted with a fixed price quotation shall not be rejected, but the price adjustment shall be treated as zero.</p> <p>The terms EXW shall be governed by the rules prescribed in the current edition of INCOTERMS published by the International Chamber of Commerce, Paris.</p> <p>The Bidder's separation of price components in accordance with ITB 15.1 above will be solely for the purpose facilitating the comparison of bids by the Purchaser and will not in any way limit the Purchaser's right to contract on any of the terms offered.</p> <p>If the Bidder intends to offer any unconditional discount, it shall always be expressed in fixed percentage and that shall not vary as the quantity varies and be applicable to each unit rate. The methodology for its application shall be provided in bid submission sheet.</p>
<p>Currencies of Bid</p>	<p>All Prices shall be quoted in Nepalese Rupees.</p>
<p>Documents Establishing the Eligibility of the Bidder</p>	<p>To establish their eligibility in accordance with ITB 4, Bidders shall:</p> <p>complete the eligibility declarations in the Bid Submission Sheet, included in Section IV, Bidding Forms; and</p> <p>if the Bidder is an existing or intended JV in accordance with ITB 4.2, submit a copy of the JV Agreement, or a letter of intent to enter into such an Agreement. The respective document shall be signed by all legally authorized signatories of all the parties to the existing or intended JV, as appropriate.</p> <p>submit the copy of the documents as <i>specified in BDS</i>.</p>
<p>Documents Establishing the Conformity of the Goods and Related Services to the Bidding Document</p>	<p>To establish the conformity of the Goods and Related Services to the Bidding Document, the Bidder shall furnish as part of its Bid the documentary evidence that the Goods and Related Services conform to the requirements specified in Section V, Supply Requirements.</p> <p>The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item-by-item description of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to those requirements, and if applicable, a statement of deviations and exceptions to the provisions of Section V, Schedule of Requirements.</p> <p>Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the Purchaser in</p>

	<p>the Section V, Schedule of Requirements, are intended to be descriptive only and not restrictive. The Bidder may offer other standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates, to the Purchaser's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in Section V, Schedule of Requirements.</p>
<p>Documents Establishing the Qualifications of the Bidder</p>	<p>The documentary evidence of the Bidder's qualifications to perform the contract, if its bid is accepted, shall establish to the Purchaser's satisfaction that the Bidder meets each of the qualification criterion specified in Section III, Evaluation and Qualification Criteria.</p> <p>If so required in the BDS, a Bidder that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer's Authorization using the form included in Section IV, Bidding Forms to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in Nepal and take care of the warranty provided.</p> <p>If so required in the BDS, a Bidder that does not conduct business within Nepal shall submit evidence that it will be represented by an Agent in Nepal equipped and able to carry out the Supplier's maintenance, repair and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications.</p> <p>A foreign Bidder wishing to have or already having a local agent shall state the following:</p> <ol style="list-style-type: none"> a. Name and address of the Agent/Representative, b. The Agent/Representative providing type of services, c. Amount of commission if the Agent/Representative is entitled to get such payment and if it participates in the procedure of payment, d. Other agreement with Agent/Representative, if any, e. Bidder shall certify in the Letter of Authorization as follows: "We certify that the statement and disclosure made by us on the above are complete and true to the best of our knowledge and belief", <p>If the agent has not been appointed:</p> <ol style="list-style-type: none"> f. Source of information about tender invitation, g. The remuneration given to the individual or firm/company or organization to work on its behalf for submitting tender, representation in the bid opening and other required action in connection with the tender, h. Transfer or handover an evidence of foreign currency exchanged which required to be submitted with the tender, i. If the bank account of any Nepali citizen has been used for the exchange of foreign currency specify the name of the individual and his address. If the foreign currency has been exchanged by self then the certificate of currency exchange.

	<p>If a foreign Bidder in its Bid, has not provided the information mentioned in ITB 19.4 or has submitted its bid stating that the Bidder does not have a local agent and later it is proved that the bidder has a local agent or it is proved that the commission mentioned in the Bid is less than the commission received by the local agent then the Purchaser shall initiate proceedings to blacklist such bidder in accordance with ITB 3.2.</p>
<p>Period of Validity of Bids</p>	<p>Bid shall remain valid for a period <i>specified in the BDS</i> after the bid submission deadline date prescribed by the purchaser. A bid valid for a shorter period shall be rejected by the purchaser as nonresponsive.</p> <p>In exceptional circumstances, prior to the expiration of the bid validity period, the Purchaser may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB 21, it shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its Bid.</p>
<p>Bid Security</p>	<p>The Bidder shall furnish as part of its bid, in original form a Bid Security as <i>specified in the BDS</i>.</p> <p>If a bid security is specified pursuant to ITB 21.1, the bid security shall be a demand guarantee in any of the following forms at the Bidder's option:</p> <ul style="list-style-type: none"> original copy of an unconditional bank guarantee from "A" class commercial bank or; original copy of cash deposit voucher in the Employer's Account as <i>specified in BDS</i>. <p>In case of a bank guarantee, the Bid Security shall be submitted using the Bid Security Form included in Section IV, Bidding Forms. The form must include the complete name of the Bidder. The Bid Security shall be valid for minimum thirty (30) days beyond the end of the validity period of the bid. This shall also apply if the period for bid validity is extended.</p> <p>The bid security issued by any foreign Bank outside Nepal must be counter guaranteed by an "A" class Commercial Bank in Nepal.</p> <p>If a bid Security is required in accordance with ITB 21.1, any Bid not accompanied by an enforceable and compliant Bid Security in accordance with ITB 21.2, shall be rejected by the Purchaser as nonresponsive.</p> <p>If a Bid Security is specified pursuant to ITB 21.1, the Bid Security of unsuccessful Bidders shall be returned within three (3) days upon the successful Bidder furnishing of the signed Contract Agreement and the Performance Security pursuant to ITB 42.</p> <p>If a Bid Security is specified pursuant to ITB 21.1, the Bid Security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the Contract Agreement and furnished the required Performance Security.</p>

	<p>The Bid Security may be forfeited:</p> <p>if a Bidder withdraws its Bid during the period of bid validity specified by the Bidder on the Bid Submission Form, except as provided in ITB 20.2; or</p> <p>if the successful Bidder fails to:</p> <p style="padding-left: 40px;">sign the Contract in accordance with ITB 42; or</p> <p style="padding-left: 40px;">furnish a Performance Security in accordance with ITB 42.</p> <p>The Bid Security of a JV must be in the name of the JV that submits the bid. If the JV has not been legally constituted at the time of bidding, the Bid Security shall be in the names of all future partners as named in the letter of intent mentioned in ITB 17.1.</p>
<p>Format and Signing of Bid</p>	<p>The Bidder shall prepare one original of the documents comprising the Bid as described in ITB 12 and clearly mark it “ORIGINAL.” In addition, the Bidder shall submit copies of the Bid, in the number <i>specified in the BDS</i> and clearly mark them “COPY.” In the event of any discrepancy between the original and the copies, the original shall prevail.</p> <p>The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as <i>specified in the BDS</i> and shall be attached to the Bid.</p> <p>Any amendments such as interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Bid.</p>

Submission and Opening of Bids

<p>Sealing and Marking of Bids</p>	<p>Bidders may always submit their bids by mail or by hand or by courier, but in any means bid must be delivered within the deadline of submission as mentioned in ITB 24. When so <i>specified in the BDS</i>, Bidders have the option of submitting their bids electronically. Bidders submitting bids electronically shall follow the electronic bid submission procedures <i>specified in the BDS</i>.</p> <p>Bidders submitting bids by mail or by hand or by courier shall enclose the original and each copy of the Bid, including alternative bids, if permitted in accordance with ITB 14, in separate sealed envelopes, duly marking the envelopes as “ORIGINAL”, “ALTERNATIVE” and “COPY.” These envelopes containing the original and the copies shall then be enclosed in one single envelope. The rest of the procedure shall be in accordance with ITB 23.3 and 23.4.</p> <p>The inner and outer envelopes shall:</p> <p style="padding-left: 40px;">bear the name and address of the Bidder;</p> <p style="padding-left: 40px;">be addressed to the Purchaser in accordance with ITB 23.1; and</p> <p style="padding-left: 40px;">bear a warning "NOT TO OPEN BEFORE THE TIME AND DATE FOR BID OPENING".</p> <p>If all envelopes are not sealed and marked as required, the Purchaser will assume no responsibility for the misplacement or premature opening of the</p>
---	--

	bid.
Deadline for Submission of Bids	<p>Bids must be received by the Purchaser at the address and no later than the date and time <i>indicated in the BDS</i>.</p> <p>The Purchaser may, at its discretion, extend the deadline for the submission of Bids by amending the Bidding Document in accordance with ITB 9, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.</p>
Late Bids	<p>The Purchaser shall not consider any Bid that arrives after the deadline for submission of Bids, in accordance with ITB 25. Any Bid received by the Purchaser after the deadline for submission of Bids shall be declared late, rejected, and returned unopened to the Bidder.</p>
Withdrawal, or Modification of Bids	<p>A Bidder may withdraw or modify its Bid after it has been submitted by sending a written Notice in a sealed envelope, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITB 22.2 (except that Withdrawal Notices do not require copies). The corresponding withdrawal or modification of the Bid must accompany the respective written Notice. All Notices must be:</p> <p style="padding-left: 40px;">submitted in accordance with ITB 22 and 23 (except that Withdrawal Notices do not require copies), and in addition, the respective envelopes shall be clearly marked “Withdrawal”, “Modification”; and received by the Purchaser prior to the deadline prescribed for submission of bids, in accordance with ITB 24.</p> <p>Bids requested to be withdrawn in accordance with ITB 26.1 shall be returned unopened to the Bidders.</p> <p>No Bid shall be withdrawn or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Submission Form or any extension thereof.</p>
Bid Opening	<p>The Purchaser shall conduct the bid opening in public in the presence of bidder or its representative who chose to attend at the address, date and time <i>specified in the BDS</i>. Any specific electronic bid opening procedures required if electronic bidding is permitted in accordance with ITB 23.1, shall be as <i>specified in the BDS</i>.</p> <p>Before opening the bids the purchaser shall separate the envelopes of the bids received after the deadline of bid submission, the envelopes containing an application given for WITHDRAWAL, MODIFICATION of bids and the envelopes of bids duly registered. The bids received after the deadline of submission shall be returned to the concerned bidder unopened. Then envelopes marked “WITHDRAWAL” shall be opened first, read out, and recorded, and the envelope containing the corresponding Bid shall not be opened, but returned to the Bidder. If the withdrawal notice is not accompanied by a copy of the valid authorization pursuant to ITB 22.2, the withdrawal shall not be permitted and the corresponding Bid will be opened. Envelopes marked “MODIFICATION” shall be opened, read out, and recorded with the corresponding Bid. No Bid shall be modified unless the</p>

	<p>corresponding Modification Notice contains a valid authorization to request the modification and is read out and recorded at bid opening. Only envelopes that are opened, read out, and recorded at bid opening shall be considered further.</p> <p>All other envelopes shall be opened one at a time, and the following read out and recorded: the name of the Bidder and whether there is a modification; the Bid Prices (per lot if applicable), any discounts and alternative offers; the presence of a Bid Security, if required; if there is discrepancy between figure and words, description of such discrepancy; whether the bid form is signed by the bidder or his agent; and any other details as the Purchaser may consider appropriate. Only discounts and alternative offers read out and recorded at bid opening shall be considered for evaluation. No Bid shall be rejected at bid opening except for late bids, in accordance with ITB 25.1.</p> <p>The Purchaser shall prepare a record of the bid opening that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, or modification; the Bid Price, per lot if applicable, any discounts and alternative offers if they were permitted; and the presence or absence of a Bid Security. The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders who submitted bids in time, and posted on line when electronic bidding is permitted. The Bidders' representatives who are present shall also be requested to sign an attendance sheet.</p>
--	---

Evaluation and Comparison of Bids

Confidentiality	<p>Information relating to the examination, evaluation, comparison, and post-qualification of Bids, and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process until publication of the Contract award; thereafter, information will be disclosed in accordance with ITB 40.1.</p> <p>Any attempt by a Bidder to influence the Purchaser in the examination, evaluation, comparison, and post-qualification of the Bids or Contract award decisions may result in the rejection of its Bid.</p> <p>Notwithstanding ITB 28.2, from the time of bid opening to the time of Contract award, if any Bidder wishes to contact the Purchaser on any matter related to the bidding process, it should do so in writing.</p>
Clarification of Bids	<p>To assist in the examination, evaluation, comparison and post-qualification of the Bids, the Purchaser may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder with regard to its Bid and that is not in response to a request by the Purchaser shall not be considered. The Purchaser's request for clarification and the response shall be in writing. No change in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Purchaser in the evaluation of the Bids, in accordance with ITB 33.</p>

<p>Deviations, Reservations, and Omissions</p>	<p>During the evaluation of bids, the following definitions apply:</p> <p>“Deviation” is a departure from the requirements specified in the Bidding Document;</p> <p>“Reservation” is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Document; and</p> <p>“Omission” is the failure to submit part or all of the information or documentation required in the Bidding Document.</p>
<p>Determination of Responsiveness</p>	<p>The Purchaser’s determination of the responsiveness of a Bid is to be based on the contents of the Bid itself, as defined in ITB 12.</p> <p>A substantially responsive bid is one that meets the requirements of the Bidding Document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that, if accepted, would:</p> <ul style="list-style-type: none"> (i) affect in any substantial way the scope, quality, or performance of the Goods and Related Services specified in Section V, Schedule of Requirements; or (ii) limits in any substantial way, inconsistent with the Bidding Document, the Purchaser’s rights or the Bidder’s obligations under the proposed Contract; or <p>if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive bids.</p> <p>The Purchaser shall examine the technical aspects of the bid in particular, to confirm that all requirements of Section V, Schedule of Requirements have been met without any material deviation or reservation.</p>
<p>Non-material Non-conformities</p>	<p>The Purchaser may regard a Bid as responsive even if it contains minor deviations that do not materially alter or depart from the characteristics, terms, conditions and other requirement set forth in the Bidding Document or if it contains errors or oversights that are capable of being corrected without affecting the substance of the Bid.</p> <p>Provided that a Bid is substantially responsive, the Purchaser may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify non-material non-conformities or omissions in the Bid related to documentation requirements. Requesting information or documentation on such non-conformities shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.</p> <p>Provided that a Bid is substantially responsive, the Purchaser shall rectify non-material non-conformities or omissions. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of the missing or non-conforming item or component. The adjustment shall be made using the method indicated in Section III, Evaluation and Qualification</p>

	<p>Criteria.</p> <p>If small differences are found such as in technical specification, description, feature which does not make the bid to be rejected, then the cost, which is calculated to the extent possible due to such differences, shall be included while evaluating bid.</p> <p>If the value is found fifteen percent more than the quoted amount of the bidder on account of small differences pursuant to ITB 31.4, such bid shall be considered irresponsive in substance and shall not be considered for evaluation.</p>
Correction of Arithmetical Errors	<p>Provided that the Bid is substantially responsive, the Purchaser shall correct arithmetical errors on the following basis:</p> <p>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>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>if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.</p> <p>If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be rejected.</p>
Domestic Preference	<p>If the price of goods manufactured in Nepal, are higher up to ten percent than that of foreign goods, a margin of preference up to ten percent to the goods manufactured in Nepal shall be provided in the evaluation of the Bids.</p> <p>(This Clause shall be applicable only for GoN funded procurement.)</p>
Evaluation and Comparison of Bids	<p>The Purchaser shall evaluate and compare each Bid that has been determined, up to this stage of the evaluation, to be substantially responsive.</p> <p>To evaluate a Bid, the Purchaser shall only use all the criteria and methodologies defined in this Clause and in Section III, Evaluation and Qualification Criteria. No other criteria or methodology shall be permitted.</p>
Post-qualification of the Bidder	<p>The Purchaser shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated and substantially responsive Bid is qualified to perform the Contract satisfactorily.</p> <p>The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 19.</p> <p>An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the</p>

	Bid, in which event the Purchaser shall proceed to the next lowest evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.
Purchaser's Right to Accept Any Bid, and to Reject Any or All Bids	The Purchaser reserves the right to accept or reject any Bid, and to annul the bidding process and reject all Bids at any time prior to Contract award, without thereby incurring any liability to the Bidders.

Award of Contract

Award Criteria	The Purchaser shall select to award the Contract to the Bidder whose offer has been determined to be the lowest evaluated Bid and is substantially responsive to the Bidding Document, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.
Purchaser's Right to Vary Quantities at Time of Award	At the time the Contract is awarded, the Purchaser reserves the right to increase or decrease the quantity of Goods and Related Services originally specified in Section V, Schedule of Requirements, provided this does not exceed the percentages <i>indicated in the BDS</i> , and without any change in the unit prices or other terms and conditions of the Bid and the Bidding Document.
Notification of Intention to Award	<p>The Purchaser shall notify the concerned Bidder whose bid has been selected in accordance with ITB 38.1 within seven days of the selection of the bid, in writing that the Purchaser has intention to accept his/her bid and shall Inform via the Letter of Intention included in the Contract Forms and the information of name, address and amount of selected bidder shall be given to all other bidders who submitted the bid.</p> <p>If no bidder submits an application pursuant to ITB 43.1 within a period of seven days of providing the notice under ITB 40.1 the Purchaser shall accept the bid selected in accordance with ITB 38.1 prior to the expiry of bid validity period, and notification of award shall be communicated to the bidder to furnish the performance security and sign the contract within fifteen days.</p>
Performance Security	<p>Within fifteen (15) days of the receipt of notification of award from the Purchaser, the successful Bidder shall furnish the Performance Security in accordance with the GCC, using for that purpose the Performance Security Form included in Section VIII, Contract Forms, or another form acceptable to the Purchaser.</p> <p>Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract Agreement shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event the Purchaser may award the Contract to the next lowest evaluated Bidder whose offer is substantially responsive and is determined by the Purchaser to be qualified to perform the Contract satisfactorily.</p>
Signing of Contract	<p>The successful Bidder shall sign the contract in the form included in section VIII after the submission of performance security in accordance with ITB 41.</p> <p>At the same time, the Purchaser shall also notify all other Bidders of the results</p>

	<p>of the bidding, and shall publish in an English/Nepali language newspaper or well-known and freely accessible website the results identifying the bid and lot numbers and the following information: (i) name of each Bidder who submitted a Bid; (ii) bid prices as read out at Bid Opening; (iii) name and evaluated prices of each Bid; (iv) name of bidders whose bids were rejected and the reasons for their rejection; and (v) name of the winning Bidder, and the Price it offered, as well as the duration and summary scope of the Contract awarded.</p> <p>The Purchaser shall promptly respond in writing to any unsuccessful Bidder who, within thirty days from the date of issuance of notification of award in accordance with ITB 40.2, requests in writing the grounds on which its bid was not selected.</p>
<p>Complaint and Review</p>	<p>If a Bidder dissatisfies with the Procurement proceedings or the decision made by the Purchaser in the intention to award the Contract, it may file an application to the Chief of the concerning Public Entity of the Purchaser within seven (7) days of having, receipt of such notice or decision making, for review of the proceedings stating the factual and legal grounds.</p> <p>An application filed after the deadline pursuant ITB 43.1 shall not be processed.</p> <p>The chief of Public Entity of the Purchaser shall, within five (5) days after receiving the application, give its decision with reasons, in writing pursuant to ITB 43.1:</p> <ul style="list-style-type: none"> (a) whether to suspend the procurement proceeding and the procedure for further proceedings to be adopted; or (b) whether or not to reject a application. <p>No application can be submitted before the Review Committee for review against the decision made by the chief of the Public Entity for the Bid amount up to the value <i>as stated in BDS</i>.</p> <p>If the Bidder is not satisfied with the decision of the Public Entity in accordance with ITB 43.3, or the decision by the Public Entity is not given within five (5) days of receipt of application pursuant to ITB 43.1, it can, within seven (7) days of receipt of such decision, file an application to the Review Committee of the GoN, stating the reason of its disagreement on the decision of the chief of Public Entity and furnishing the relevant documents, provided that its Bid amount is above the amount as stated in ITB 43.3. The application may be sent by hand, or by post, or by courier, or by electronic media at the risk of the Bidder itself.</p> <p>Late application filed after the deadline pursuant to ITB 43.4 shall not be processed.</p> <p>Within three (3) days of the receipt of application from the Bidder, pursuant to ITB 43.4, the Review Committee shall notify the concerning Public Entity of the Purchaser to furnish its procurement proceedings and comments on the issue, pursuant to ITB 43.3.</p> <p>Within three (3) days of receipt of the notification pursuant to ITB 43.6, the Public Entity shall furnish the copy of the related documents along with its comment or reaction of complaint to the Review Committee.</p> <p>The Review Committee, after inquiring from the Bidder and the Public Entity, if needed, shall give its decision within one (1) month after receiving the</p>

	<p>application filed by the Bidder, pursuant to ITB 43.4.</p> <p>The Bidder, filing application pursuant to ITB 43.4, shall have to furnish a cash amount or Bank guarantee as stated in BDS with the validity period of at least ninety (90) days from the date of the filing of application pursuant to ITB 43.4. Application filed without furnishing the security deposit shall not be processed.</p> <p>If the claim made by the Bidder pursuant to ITB 43.4 is justified, the Review Committee shall have to return the security deposit to the applicant, pursuant to ITB 43.9, within seven (7) days of such decision made.</p> <p>If the claim made by the Bidder pursuant to ITB 43.4 is rejected by the Review Committee, the security deposit submitted by the Bidder pursuant to ITB 43.9 shall be forfeited.</p>
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, (latest ammendment 2071) 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 II. Bid Data Sheet

A. Introduction	
ITB 1.1	Name of the Purchaser: <i>District Development Committee, Baglung</i>
ITB 2.1	Identification number of the Contract: DDC/BAG /NCB/EG /02/072-73 Name of contract : Supply of Steel tubular poles (folding type)
ITB 2.1	Name of the Project: Supply of Steel tubular poles at DDC Baglung Implementing Agency: DDC Baglung Select one option as appropriate. DDC Funded
ITB 4.1	Bidders from the following countries are not eligible: NA
ITB 4.9	The foreign Bidder at the time of bid submission: NA
ITB 5.1	Goods and related services to be supplied from following countries are not eligible: N A
B. Bidding Document	
ITB 8.1	For clarification purposes only, the Purchaser's address is: Attention: Name of the Purchaser: <i>Office of District Development Committee, Baglung</i>

	<p>City/Town: Baglung Bazar District: Baglung Country: Nepal Telephone: 068-522627, 068-520405 Mobile No. :9845090877 Fax Number: 068-520152 Electronic Mail Address: ddcbaglung@gmail.com</p>
ITB 8.1	The purchaser will respond in writing to any request for clarification provided that such request is received no later than 21 st day from first date of notice invitation.
ITB 8.2	<p>Pre-Bid meeting shall be organized.</p> <p>If a Pre-Bid meeting will take place, it will be at the following date, time and place:</p> <p>Date: 18th day from first date of notice publication Time: 14:00 hours Place: DDC Office, Baglung</p>
C. Preparation of Bids	
ITB 11.1	The language of the Bid is: Nepali or English
ITB 12.1 (h)	<p>The Bidder shall submit the following additional documents with its Bid:</p> <p style="text-align: center;">Insert Manufacturer's Authorization</p> <p>(ii) Authorization letter for pole from the manufacturer mentioned in Section V: Schedule of Requirement, when bidder is not a manufacturer itself.</p>
ITB 14.1	Alternative Bids: NA
ITB 15.2 (i)	<p>The price quoted shall be :</p> <p>The prices shall include all duties, taxes and other levies. The prices should be expressed in the term of EXW in Nepalese Rupees.</p> <ol style="list-style-type: none"> a) The cost for procurement of Steel tubular pole, transportation up to delivery point , insurance of goods at transit and other local costs incidental to delivery of the goods to their final destination including loading and unloading. b) Cost of equipment, tools, labour , travel, supervision allocation of uncertainties and overhead c) All duties, taxes and other levies. d) The prices should be expressed in term of Nepalese Rupees

ITB 15.2 (ii)	<p>The Prices for inland transportation: in NRs The prices for insurance: in NRs The prices for other cost: in NRs Sub-total: in NRs The final destination is: District Development Committee, Baglung and Kharbang Bazaar, Baglung.</p>
ITB 15.2 (iii)	<p>The price of other incidental services : (i)in NRs (ii) in NRs (iii) in NRs Sub-total: in NRs Grand Total to [Insert name of final destination]: in NRs.</p>
ITB 15.3	The prices quoted by the Bidder shall be: Fixed
ITB 15.4	The incoterms additions is: 2000
ITB 17.1 (c)	<p>The Bidders shall submit:</p> <p>Copy of Firm Registration Certificate Copy of Business Registration Certificate Copy of VAT and PAN Registration Certificate, Copy of Tax Clearance Certificate /Tax return submission evidence for the fiscal year 2071/072. A written declaration made by the bidder, with a statement that s/he is not ineligible to participate in the procurement proceedings; has no conflict of interest in the proposed procurement proceedings, and has not been punished for a profession or business related offense.</p>
ITB 19.2	Authorization letter for pole from the manufacturer as mentioned in Section V : Schedule of Requirement, when bidder is not a manufacturer itself.
ITB 19.3	The Bidder in not required to include with its bid, evidence that it will be represented by an Agent in Nepal.
ITB 20.1	The bid shall be valid up to 90 th day from the bid submission deadline date
ITB 21.1	The Bidder shall furnish a bid security, from "A" class commercial bank with a minimum of the quoted bid amount (Inclusive of VAT) as mentioned in bid notice, which shall be valid beyond 30 th day from bid validity period. In case of e-submission of bid, the bidder shall upload scanned copy of bid security letter at the time of electronic submission of the bid. The bidder accepts that the scanned copy of the bid security shall for all purposes be equal to the original the bidder shall submit the original bid security letter to the employer

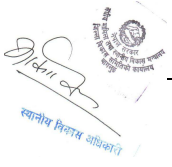
	within the specified period when requested by the employer.
ITB 21.2	<p>Employers bank account number and address if bid security is in the form of cash deposit.</p> <p>Account Name: security Deposit Bank Name: Nepal Bank Limited Bank Code Number: 49 Bank Address : Baglung Bazar, Baglung Account Number:. 22-51-4693</p> <p>In case of e-submission if the scanned copy of an acceptable bid security letters is not uploaded or could not be read in prescribed format during download with the electronic bid then bid shall be rejected</p>
ITB 22.1	In addition to the original of the Bid, the number of copies is: one
ITB 22.2	<p>The written confirmation of Authorization to sign on behalf of the Bidder shall consist of:</p> <ul style="list-style-type: none"> a) The name and description of the documentation required to demonstrate the authority of the signatory to sign the bid such as a letter of authorization to sign the bid; and b) In case of bid submitted by an existing or intended JV, an undertaking signed by all parties (i) stating that all parties shall be jointly and severally liable, and (ii) nominating a representative who shall have the authority to conduct all business for and on behalf of any and all parties of the JV during the bidding process and in the event the JV is awarded the contract, during contract execution.”
D. Submission and Opening of Bids	
ITB 23.1	The Bidder shall furnish a bid security, from "A" class commercial bank with a minimum of the quoted bid amount (Inclusive of VAT) as mentioned in bid notice, which shall be valid beyond 30 day from bid validity period. In case of e-submission of bid, the bidder shall upload scanned copy of bid security letter at the time of electronic submission of the bid. The bidder accepts that the scanned copy of the bid security shall for all purposes be equal to the original the bidder shall submit the original bid security letter to the employer within the specified period when requested by the employer.
ITB 23.1	<p>The bidders shall follow the following bid submission procedures if the bidder chooses to submit the bid electronically (e-bid submission):</p> <p>a. Interested bidders may either purchase the bidding document from the</p>

	<p>Employer's office as specified in the invitation for bid or choose to download the necessary part of bidding documents from E-procurement section of PPMO's website http://bolpatra.gov.np. In case, the bidder chooses to download the bidding documents, prepare his bids on downloaded documents, and submit his bid electronically, the bidder shall be required to deposit the cost of bidding document as specified. In addition, electronic scanned copy (pdf format) of the bank deposit voucher shall also be submitted along with the electronic bid files.</p> <p>b. The bidder shall prepare his bid in the necessary part of bidding documents either downloaded from E-procurement section of PPMO's website or issued from employer's office as specified in the invitation to bid.</p> <p>c. The bidder shall fill the following documents and forms in hard copy of issued bid documents or down loaded bid documents for the specific bid. The completed documents and forms shall be signed by the authorized representative of the bidder with seal of the company.</p> <p>i) Bill of quantity (BOQ) with rate, amount</p> <p>ii) Forms of Bid, Qualification and Eligibility Information</p> <p>d) The bidder shall then scan the completed original documents, forms in PDF files with appropriate filename as mentioned in the table below. PDF (Adobe acrobat) version must be 4.0 or above.</p>				
	S.N	Document	PDF File Name	Requirements	Remarks
	1	Form of bid	Bid form -1	Mandatory	
	2	Bid security (bank guarantee)	Bid security-2	Mandatory	
	3	Company registration	Company reg-3	Mandatory	
	4	VAT registration	VAT reg-4	Mandatory	
	5	Tax clearances certificate	Tax-5	Mandatory	
	6	Power of attorney of bid signatory	Power of att-6	Mandatory	
	7	Joint venture agreement	JV doc-7	Mandatory	
	8	Qualification information	Qualification-8	Mandatory	
	9	BOQ with rate amount and total amount	BOQ-9	Mandatory	
	10	Authorization letter for transformer, pole and conductor from the manufacturer, when bidder is not a manufacturer itself.	Authorization letter	Mandatory	
	<p>Note:</p> <ul style="list-style-type: none"> • Mandatory means the mentioned files must be included in the e-submission. Non submission of such file shall be considered as non-responsive bid. 				

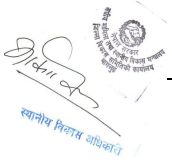
	<ul style="list-style-type: none"> • In case, the bidder choose to download the bidding documents and deposit the cost of bidding documents as specified in the “Invitation for bid” then an electronic scanned copy (pdf format) of the bank deposit voucher should be submitted along with the electronic bid file as mandatory additional document. Information to deposit the cost of bidding document in Bank is: <ul style="list-style-type: none"> Name of the Bank: Nepal Bank Limited, Baglung Bazar, Baglung Name of Office: District Development Committee, Baglung Bank Code no. 49, Office Account no. 22-51-4910 Rajaswa (revenue) account d) For e-submission of bid, the bidder shall first register in the e-procurement section of PPMO's website http://www.bolpatra.gov.np e) The bidder shall then prepare all the required bidding documents in PDF scan files as specified in (b) and (C), and shall upload the PDF bid files and submit his complete bid online through e-procurement section of PPMO's website within specified date and time. f) The bidder/bid shall meet the following requirements and conditions for e-submission of bids; g) The e-submitted bids must be readable through open standards interfaces. Unreadable and or partially submitted bid files (not complying) shall be considered incomplete and rejected for further bid evaluation. h) In addition to electronically submitted PDF files, the bidder shall be required to submit original bid security letter/document and clarifications as specified. Non submission of original bid security letter, document and or clarification by the bidder within specified time may cause forfeiture of bid security as specified. i) In case of major discrepancy found between electronically submitted PDF bid files and documents/clarifications provided by the bidder, the bid shall not be considered for further evaluation. j) Proposed facility for submission of bid electronically through e-submission is to increase transparency, non-discrimination, equality of Access, and open competition. The bidders are fully responsible to use the e-submission facility properly in e-procurement section of PPMO's website as per specified procedures and in no case the employer shall be held liable for bidder's inability to use this facility. k) When a bidder submits electronic bid by downloading the bidding documents from the PPMO's website http://www.bolpatra.gov.np, it is assumed that the bidder prepared his bid by studying and examining the complete set of bidding documents including specifications, drawings and conditions of contract. l) Bidders who submit their electronic bid by down loading the bidding documents should upload the scanned copy of the bank deposit voucher towards the cost of the documents as mentioned in the “Invitation to Bid”. The
--	--

	deposited amount shall be verified by the employer during the bid evaluation process. The submitted bid shall be nonresponsive and shall not be evaluated if the specified cost for bidding documents is not deposited in the specified Rajaswa (revenue) account of the project.
ITB 24.1	For bid submission purposes only, the Purchaser's address is : Attention: The Local Development Officer Office of District Development Committee, Baglung IFB title: Procurement of steel tubular pole for the expansion of rural electrification in rural parts of Baglung District. Fiscal Year: 2072/073
ITB 24.1	The deadline for bid submission is: Date: May 18, 2016 (2073/02/05) Time: 12:00 hours Place : DDC Office, Baglung (i) The standard time for e-submission is Nepalese Standard Time as set out in the server of PPMO's website http://bolpatra.gov.np . (ii) The e-procurement system will accept the e-submission of bid from the date after publishing of notice and will automatically not allow the e-submission of bid after the deadline for submission of bid, as specified above for sealed hard copy bids. When bidder submits his bid in hard copy the e-procurement section does not allow the bidder to submit his substitution or modification or withdrawal through e-procurement section of PPMO's website http://bolpatra.gov.np In case of e-submitted bid: i) Bidder may submit his modification or withdrawal either in hard copy or through e-submission. ii) In case of bidder who submits their bid other than e-submission, for the modification or withdrawal of bid, bidder must submit sealed application to employee office at least 24 hours before bid submission . iii) For modification or withdrawal of bid the bidder is required to submit PDF scan copy of their modification or withdrawal letter and a written power of attorney of the signatory for modification/withdrawal, duly signed by authorized representative/s of the firm/ all authorized joint venture partners.
ITB 24.1	Last date of bid purchasing: May 17, 2016 (2073/02/04). Place : DDC Office, Baglung Time: 17:00 hours

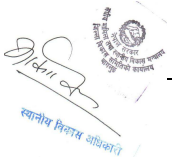
	<p>If the last date of purchasing a bid falls on a government holiday then the purchasing date shall be the previous working day without any change in the time and place as fixed.</p> <p>If the specified pre-bid meeting date, last date of submission and opening of Bid falls on a government holiday then the next working day shall be considered as the last day without any change in the time and place as fixed.</p>
ITB 27.1	<p>The bid opening shall take place at: Date: May 18, 2016 (2073/02/05) Time: 13:00 hrs. Place: DDC Office, Baglung</p>
ITB 27.1	<p>If electronic bid submission is permitted, the specific bid opening procedures shall be:</p> <p>i) Electronically submitted bid shall be opened at first in the same time and date as specified above.</p> <p>ii) The e-procurement system allows the employer to download the e-submitted bid files from the bidders only after the time for opening the bids.</p> <p>iii) The e-submitted bids must be readable through open standards interfaces. Unreadable and or partially submitted bid files shall be considered incomplete and rejected for further bid evaluation.</p> <p>iv) After opening of e-submitted bids files, all files shall be printed and recorded at the time of bid opening</p>
E. Evaluation and Comparison of Bids	
ITB35	<p>The Purchaser will evaluate and compare only the Bids determined to be substantially responsive. Criteria for bid evaluation shall be on the basis of :</p> <p>i) Delivery and Qualification requirement as per Schedule of Requirements,</p> <p>iii) Evaluated Bid Price</p>
ITB35.1	<p>In case of e-submission of bid, upon notification from the employer the bidder shall submit the original bid security letter, completed bid, qualification information and other clarifications for verification purpose.</p>
ITB35.2	<p>In case of e-submission bids, the employer evaluates the bid on the bases of the information in the electronically submitted bid files. For clarification/verification purpose, the employer may request the bidder to submit original bid security letter, documents/ clarification as specified. In case, if the bidder cannot substantiate or provide evidence to establish the information provided in e-submitted bid through document/ clarification, the bid shall not be considered for further evaluation and shall be applicable.</p>
F. Award of Contract	
ITB 39.1	<p>The maximum percentage by which quantities may be increased is:</p>



	The maximum percentage by which quantities may be decreased is:
ITB 42	Add sub clause 42.4 The purchaser shall call the successful bidder for an orientation program about scope of the work, TOR, Technical Specifications, Design and Quality Control/Quality Assurance requirements at the time of signing of contract
ITB 43.3	No application can be submitted before the Review Committee for review against the decision made by the chief of the Public Entity for the bid amount up to the value of Nepalese Rupees 20,000,000 (twenty million).
ITB43.9	The Bidder, filing application pursuant to ITB 43.3, shall have to furnish a cash amount or Bank guarantee equal to 0.5% of its bid price.



Section III : Evaluation & Qualification Criteria



Evaluation Criteria

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

- a) Inland transportation from EXW/port of entry/border point to different parts of Baglung district as per invitation of bid notice and insurance and incidentals.

Bidder shall furnish:

- estimated dimensions and shipping weight of each package.

[This information is not required when the Bidder is invited to submit a Bid in accordance with ITB 15.2 (ii).]

- b) Delivery schedule : Relevant parameters of delivery :

- (i) Earliest:
- (ii) Acceptable:.....
- (ii) Final : **90 days** from the date of agreement

[Specify relevant parameters, if any required.]

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

- c) Reduction in Bid Price for

Deviation in payment schedule: [enter by application of annual interest rate]

- d) Cost of spare parts: NRs.....[in total]

Initial year of operation is: 2 years

List of items required is annexed to the technical Specifications.

- e) Spare parts and after sales service facilities

[Minimum service facilities and parts inventories or reference to the Technical Specifications.]

- f) Operating and maintenance costs.

Factors for calculation of the life cycle cost:

- i. number of years for life cycle [it is recommended that the life cycle period should not exceed the usual period before a planned major overhaul of the goods];

-
- ii. operating costs [e.g., fuel and/or other input, unit cost, and annual and total operational requirements];
 - iii. maintenance costs [e.g., spare parts—without duplication of spare parts mentioned above in (d) requirements—and/or other inputs]; and
 - iv. rate, as a percentage, to be used to discount all annual future costs calculated under (ii) and (iii) above to present value.

Or,

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

[The contractual liquidated damages specified in the SCC shall be higher than the evaluation advantage.]

For the eligibility of firms the following criteria must be fulfilled so that the firm can be responsive bid:

a. A Bidder shall not have a conflict of interest. A Bidder found to have a conflict of interest shall be disqualified. A Bidder may be considered to be in a conflict of interest with one or more parties in this bidding process, if:

- i. they have controlling partners in common; or
- ii. they receive or have received any direct or indirect subsidy from any of them;
or
- iii. they have the same legal representative for purposes of this bid; or
- iv. they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Employer regarding this bidding process; or

v. a Bidder participates in more than one bid in this bidding process.

Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which the party is involved. However, this does not limit the inclusion of the same sub Contractor in more than one bid;

or

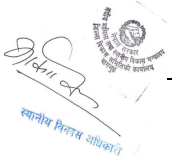
vi. a Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the Contract that is the subject of the Bid; or

vii. a Bidder or any of its affiliates has been hired (or is proposed to be hired) by the Employer as Engineer for the Contract.

b. Enterprises owned by Government shall be eligible only if they can establish that they are legally and financially autonomous and operate under commercial law, and that they are not a dependent agency of the GoN.

c. Other Eligibilities are:

- Copy of Firm Registration Certificate
- Copy of Business Registration Certificate



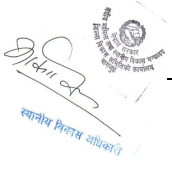
-
- Copy of VAT and PAN Registration Certificate,
 - Copy of Tax Clearance Certificate/Tax return submission evidence of the 2071/072 FINANCIAL YEAR
 - A written declaration made by the bidder with a statement that s/he is not ineligible to participate in the procurement proceedings; has no conflict of interest in the proposed procurement proceedings, and has not been punished for a profession or business related offense
 - Joint venture authorization/agreement if any
 - Power of attorney

Besides above mentioned criteria other qualification requirements as stipulated in Section V Schedule of Requirements shall be required to be responsive and only those responsive bids shall be evaluated based on the quoted bid price. The bid quoting lowest evaluated bid price among the all responsive bid shall be considered as lowest evaluated bid.

For e-submission, the bidders are required to scan the documents as mentioned above, scan the prepared information in the tabular form then upload scanned documents for participating in bidding through e-submission.

Qualification Criteria

- a) The offered goods/equipment shall be latest and in current production for a minimum of 2 years. If the offered model is a new, the manufacturer must have experience in producing the similar model for a minimum of 2 years.
- b) The bidder shall furnish a list of users who had purchased same/similar goods/equipment in last 10 years, and number of equipment sold to them, the contract amount. They will be used as references to check the performance of the offered model, if necessary.
- c) The Bidder shall have a minimum of last three (3) years overall experience in the supply of Goods and related services.
- d) The Bidder shall have a minimum of last ten (10) years specific experience in the supply of similar Goods and related services of nature, quantity and of contract amount (NRS. 60,00,000/- without VAT) to government enterprises or private institutions.
- e) The average annual supply/production turnover of best three years out of last ten years is NRs 80,00,000/- without VAT.
- f) The minimum amount of liquid assets or working capital or credit facility NRs 20,00,000/-
- g) The Net worth of the Bidder should be positive as on the end of last Fiscal year to justify the reputation and financial worthiness of the Bidder. The latest audited Balance Sheet of last three years should be attached with the bid.
- h) [If the goods to be procured are of complex and exceptional nature] Documents of having examined the production capabilities of the bidder by the concerned Public Entity itself or on its behalf by the competent authority,
- i) Certificate drawn up after inspecting the goods to be procured by the competent quality control institution or recognized agency in respect of the specifications and quality of such goods.
- j) All pending claims, arbitration, or other litigation shall represent in total not more than 50 (fifty) percent of the Bidder's net worth.
- k) At least single number of contracts successfully completed as main supplier within the last ten years having value, nature, and complexity equal to or greater than NRs. 60,00,000/- without VAT.



स्वातंत्र्य विभाग
अधिकारी

Section IV. Bidding Forms



1. Bid Submission Form

(The Bidder shall accomplish the Bid Submission Form in its Letter Head Clearly showing the Bidders Complete name and address)

Date: _____

Contract No.: _____

Invitation for Bid No.: _____

To: _____

We, the undersigned, declare that:

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

(b) We offer to supply in conformity with the Bidding Document and in accordance with the delivery schedule specified in the Schedule of Requirements, the following Goods and Related Services: _____ ;

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

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

_____ ;

(e) Our Bid shall be valid for a period of _____ days from the date fixed for the bid submission deadline in accordance with the Bidding Document, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;



-
- (f) If our Bid is accepted, we commit to obtain a Performance Security in the amount of _____ percent of the Contract Price for the due performance of the Contract;
 - (g) We are not participating, as Bidders, in more than one Bid in this bidding process, other than alternative offers in accordance with the Bidding Document;
 - (h) Our firm, its affiliates or subsidiaries, including any subcontractors or suppliers for any part of the Contract, has not been declared ineligible by the GoN;
 - (i) The following commissions, gratuities, or fees, if any, have been paid or are to be paid with respect to the bidding process or execution of the Contract:

Name of Recipient	Address	Reason	Amount
_____	_____	_____	_____
_____	_____	_____	_____

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

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



Name _____

In the capacity of _____

Signed _____

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

Date _____



2. Bidder's Information Form

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

Date:[insert date (as day, month and year) of Bid Submission]

Page _____ of _____ pages

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



3. Joint Venture Information Form

Lead Partner	Name of the Lead Partner in Joint Venture: Share of the Lead Partner: Place of Firm Registration: Place of Business Registration: Percentage of Partnership:	
Partner	Name of the Partner in Joint Venture: Share of the Lead Partner: Place of Firm Registration: Place of Business Registration: Percentage of Partnership:	
Partner	Name of the Partner in Joint Venture: Share of the Lead Partner: Place of Firm Registration: Place of Business Registration: Percentage of Partnership:	
	Name of the partner authorized to sign the Bid:	

4. Financial Situation Form

Financial Data for Previous 3 Years (in NRs)		
Year 1:	Year 2:	Year 3:

Information from Balance Sheet

Total Assets			
Total Liabilities			
Net Worth			
Current Assets			
Current Liabilities			

Information from Income Statement

Total Revenues			
Profits Before Taxes			
Profits After Taxes			

- Attached are copies of financial statements (balance sheets including all related notes, and income statements) for the last three or above years, as indicated above, complying with the following conditions?
- Historic financial statements must be audited by a certified accountant.
 - Historic financial statements must be complete, including all notes to the financial statements.
 - Historic financial statements must correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).

Important note : Bid security issued by the finance companies shall not be accepted.



5. Average Annual Turnover Form

The information supplied should be the Annual Turnover of the Bidder in terms of the amounts billed to clients for each year for work in progress or completed to NRs at the end of the period reported.

Annual Turnover Data for the Last 10 Years	
Year	Amount (in NRs)
Average Annual Turnover	



6. Financial Resources Form

Specify proposed sources of financing, such as liquid assets, unencumbered real assets, lines of credit, and other financial means, available to meet the total cash flow requirements of the subject contract

Financial Resources		
No.	Source of financing	Amount (in NRs)
1		
2		
3		

Note:

The letter from the Bank must be unconditional.



7. Pending Litigation Form

Each Bidder or member of a JV must fill in this form

Year	Matter in Dispute	Value of Pending Claim in NRs	Value of Pending Claim as a Percentage of Net Worth



8. Specific Experience Form

Bidder's Legal Name: _____

Date: _____

IFB No.:

Page _____ of _____ pages

Similar Contract	Information		
Contract Identification	_____		
Award date	_____		
Completion date	_____		
Role in Contract	Contractor	Management Contractor	Subcontractor
Total Contract amount	_____		Currency_____
Description of the works performed by the Bidder	_____		
If partner in a JV or subcontractor, specify participation of total Contract amount	_____ %	_____	Currency_____
Employer's Name:	_____		
Employer's Address:	_____		
Employer's Telephone/fax number:	_____		
Employer's E-mail:	_____		

The Bidder shall complete this form for each contract completed/in progress.



Price Schedules



Price Schedule for Goods

Name of Bidder _____ Contract Identification Number _____

Item	Description	Country of Origin	Quantity	Unit price ¹ EXW		Total price EXW (in NRs) (cols. 4x5)
				(in NRs)		
				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 Bid for and on behalf of _____

Date _____

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



Bid Security

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

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

Date: *[insert date]*

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

BID GUARANTEE No.: *[insert number]*

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

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

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

- (a) has withdrawn its Bid during the period of bid validity specified by the Bidder in the Form of Bid; or
- (b) having been notified of the acceptance of its Bid by the *Purchaser* during the period of bid validity, (i) fails or refuses to execute the Contract, if required, or (ii) fails or refuses to furnish the performance security, in accordance with the ITB.

This guarantee will expire: (a) if the Bidder is the successful Bidder, upon our receipt of copies of the contract signed by the Bidder and the performance security issued to you upon the instruction of the Bidder; and (b) if the Bidder is not the successful Bidder, upon the earlier of (i) our receipt of a copy of your notification to the Bidder of the name of the successful Bidder; or (ii) thirty (30) days after the expiration of the Bidder's bid which comes to be *[insert the date]*.

Consequently, any demand for payment under this guarantee must be received by us at the office on or before that date.

Name _____

In the capacity of _____

Signed _____

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

Date _____



Manufacturer's Authorization Letter

[This letter of authorisation should be on the letterhead of the manufacturer and should be signed by the person with the proper authority to sign documents that are binding on the manufacturer]

Date: _____

IFB No.: _____

To: _____

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

We hereby extend our full guarantee and warranty in accordance with Clause 27 of the General Conditions of Contract, with respect to the Goods offered by the above firm in reply to this Invitation for Bids.

Name _____

In the capacity of: _____

Signed _____

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

Date _____



Section V. Schedule of Requirements



List of Goods and Related Services

The purpose of the List of Goods and Related Services (LGRS) is to briefly describe and specify the quantities of each of the Goods and Related Services that the Purchaser requires the Bidder to include in its Bid. As a part of the SR, the LGRS constitutes a Contract document and, therefore, it is a part of the Contract. The Purchaser must prepare the LGRS and include it as a part of the SR.

If the Goods and Related Services are grouped in lots, the Purchaser must state here whether Bidders are permitted to submit Bids for individual lots or not. For example:

Lot/Slice/Package No. : [if applicable]					
Lot/Slice/Package Name : [if applicable]					
Item No.	Name of Goods	Description	Unit of Measurement	Quantity	Remarks
1	8m Steel Tubular Pole folding type		Pcs	355	

Delivery and Completion Schedule

Line Item No	Description of Goods	Quantity	Physical unit	Final Destination as specified in BDS	Delivery Date			Remarks
					Earliest Delivery Date	Acceptable Delivery Date	Bidder's offered Delivery date [<i>to be provided by the bidder</i>]	
1.	2	3	4	5	6	7	8	



1	8 m Steel Tubular Pole	355	Pcs	(200 pcs at Baglung Bazar, 155 pcs at kharbang)	Starts from the date of signing the contract	Upto 90 days after the date of signing the contract		
---	------------------------	-----	-----	---	--	---	--	--

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

[Provide information on Column 1 to Column 7]

[The delivery period shall start as of: [Insert: either “the date of the Notice of Award.”, or “the date of signing the contract”, or “the date of opening the letter of credit”, or “the date of confirmation of the letter of credit”]]

[Prepare Delivery and Completion Schedule for each Lot/Slice/Package]



Section VI. General Conditions of Contract



Section VI. General Conditions of Contract

Definitions

The following words and expressions shall have the meanings hereby assigned to them:

“Contract” means the Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.

“Contract Documents” means the documents listed in the Agreement, including any amendments thereto.

“Contract Price” means the price payable to the Supplier as specified in the Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.

“Day” means calendar day.

“Delivery” means the transfer of the Goods from the Supplier to the Purchaser in accordance with the terms and conditions set forth in the Contract.

“Completion” means the fulfillment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.

“GCC” means the General Conditions of Contract.

“Goods” means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Purchaser under the Contract.

“Purchaser’s Country” is the country specified in the Special Conditions of Contract (SCC).

“Purchaser” means the entity purchasing the Goods and Related Services, as specified in the SCC.

“Related Services” means the services incidental to the supply of the goods, such as insurance, installation, training and initial maintenance and other similar obligations of the Supplier under the Contract.

“SCC” means the Special Conditions of Contract.

“Subcontractor” means any natural person, private or government entity, or a combination of the above, including its legal successors or permitted assigns, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.

“Supplier” means the natural person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Agreement, and includes the legal successors or permitted



assigns of the Supplier.

“GoN” means the Government of Nepal.

“The Site,” where applicable, means the place named in the SCC.

Contract Documents

Subject to the order of precedence set forth in the Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory.

Fraud and Corruption

- 1.1 If the Purchaser determines that the Supplier has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing the Contract, then the Purchaser may, after giving 14 days notice to the Supplier, terminate the Supplier's employment under the Contract and the provisions of Clause 34.1 shall apply.
- 1.2 Without prejudice to any other rights of the Purchaser under this Contract, GoN may blacklist the Bidder/Supplier for its conduct up to three (3) years on the following grounds and seriousness of the act committed by the Bidder/Supplier:
 - (a) if it is established that the Supplier has committed substantial defect in implementation of the Contract or has or has not substantially fulfilled its obligations under the Contract

For the purposes of this Sub-Clause:

- (i) “corrupt practice” is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
- (ii) “fraudulent practice”² is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
- (iii) “collusive practice”³ is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
- (iv) “coercive practice”⁴ is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- (v) “obstructive practice” is
 - (aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a GoN/DP

² a “party” refers to a public official; the terms “benefit” and “obligation” relate to the procurement process or contract execution; and the “act or omission” is intended to influence the procurement process or contract execution.

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

⁴ a “party” refers to a participant in the procurement process or contract execution.



investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or

- (bb) acts intended to materially impede the exercise of the GoN/DP's inspection and audit rights provided for under ITB Clause 3.5 and GCC Clause 25.

Without prejudice to any other rights of the Purchaser under this Contract, GoN may **blacklist** a Bidder/Supplier for its conduct for a period of one (1) to three (3) years on the following grounds and seriousness of the act committed by the bidder:

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

if it is established later that the Bidder has committed substantial defect in implementation of the contract or has not substantially fulfilled its obligations under the contract or the completed work is not of the specified quality as per the contract.

Interpretation

If the context so requires it, singular means plural and vice versa.

Incoterms

The meaning of any trade term and the rights and obligations of parties there under shall be as prescribed by Incoterms.

EXW shall be governed by the rules prescribed in the current edition of Incoterms, published by the International Chamber of Commerce at the date of the Invitation for Bids or as specified in the SCC.

Entire Agreement

The Contract constitutes the entire agreement between the Purchaser and the Supplier and supersedes all communications, negotiations and agreements (whether written or oral) of parties with respect thereto made prior to the date of Contract.

Amendment

No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.

Nonwaiver

Subject to GCC Sub-Clause 4.5(b) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict



the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.

Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

Severability

If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

Language

The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Purchaser, shall be written in the language specified in the SCC. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the SCC, in which case, for purposes of interpretation of the Contract, this translation shall govern.

The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.

Joint Venture, Consortium or Association

If the Supplier is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the Purchaser for the fulfillment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the joint venture, consortium, or association. A bidder can submit only one bid either as a partner of the joint venture or individually. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the Purchaser. The number of partners in joint venture shall not exceed 3(three).

Notices

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.

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

Governing Law

The Contract shall be governed by and interpreted in accordance with the laws of Nepal.

Settlement of Disputes

The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

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



Scope of Supply

Subject to the SCC, the Goods and Related Services to be supplied shall be as specified in Section V, Schedule of Requirements.

Unless otherwise stipulated in the Contract, the Scope of Supply shall include all such items not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining Delivery and Completion of the Goods and Related Services as if such items were expressly mentioned in the Contract.

Delivery

Subject to GCC Sub-Clause 31.1, the Delivery of the Goods and Completion of the Related Services shall be in accordance with the Delivery and Completion Schedule specified in the Section V, Schedule of Requirements. The details of documents to be furnished by the Supplier are specified in the SCC.

Supplier's Responsibilities

The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with GCC Clause 10, and the Delivery and Completion Schedule, as per GCC Clause 11.

Purchaser's Responsibilities

Whenever the supply of Goods and Related Services requires that the Supplier obtain permits, approvals, and import and other licenses from public authorities in Nepal, the Purchaser shall, if so required by the Supplier, make its best effort to assist the Supplier in complying with such requirements in a timely and expeditious manner.

The Purchaser shall pay all costs involved in the performance of its responsibilities, in accordance with GCC Sub-Clause 13.1.

Contract Price

The Contract Price shall be as specified in the Agreement subject to any additions and adjustments thereto, or deductions there from, as may be made pursuant to the Contract.

Prices charged by the Supplier for the Goods delivered and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any price adjustments authorized in the SCC.

Terms of Payment

The Contract Price shall be paid in Nepalese Currency.

The Supplier's request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed, and by the documents submitted pursuant to GCC Clause 11 and upon fulfillment of all the obligations stipulated in the Contract.

Payments shall be made promptly by the Purchaser, no later than thirty (30) days after submission of an invoice or request for payment by the Supplier, and the Purchaser has accepted it.

Taxes and Duties

For goods supplied, the Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser

Performance Security

The Supplier shall, within fifteen (15) days of the receipt of notification of Contract award, provide a Performance Security for the due



performance of the Contract in the amounts and currencies specified in the SCC.

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.

The Performance Security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Purchaser, and shall be in one of the forms stipulated by the Purchaser in the SCC, or in another form acceptable to the Purchaser.

The Performance Security shall be discharged by the Purchaser and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in the SCC.

Copyright

The copyright in all drawings, documents, and other materials containing data and information furnished to the Purchaser by the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Purchaser directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party.

Confidential Information

The Purchaser and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Subcontractor such documents, data, and other information it receives from the Purchaser to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier under GCC Clause 19.

The Purchaser shall not use such documents, data, and other information received from the Supplier for any purposes unrelated to the Contract. Similarly, the Supplier shall not use such documents, data, and other information received from the Purchaser for any purpose other than the design, procurement, or other work and services required for the performance of the Contract.

The obligation of a party under GCC Sub-Clauses 19.1 and 19.2 above, however, shall not apply to information that:

the Purchaser or Supplier need to share with the Donor for Donor funded project or other institutions participating in the financing of the Contract;

now or hereafter enters the public domain through no fault of that party;

can be proven to have been possessed by that party at the time of



disclosure and which was not previously obtained, directly or indirectly, from the other party; or

otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.

The above provisions of GCC Clause 19 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.

The provisions of GCC Clause 19 shall survive completion or termination, for whatever reason, of the Contract.

Subcontracting

The Supplier shall notify the Purchaser in writing of all subcontracts awarded under the Contract if not already specified in the Bid. Subcontracting shall in no event relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract.

Subcontracts shall comply with the provisions of GCC Clauses 3.

Specifications and Standards

Technical Specifications and Drawings

The Supplier shall ensure that the Goods and Related Services comply with the technical specifications and other provisions of the Contract.

The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser.

The Goods and Related Services supplied under this Contract shall conform to the standards mentioned in Section V, Schedule of Requirements and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the country of origin of the Goods.

Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Section V, Schedule of Requirements Requirements. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with GCC Clause 32.

Packing and Documents

The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the final destination of the Goods and the absence of heavy handling facilities at all points in transit.



- The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in the SCC, and in any other instructions ordered by the Purchaser.
- Insurance** Unless otherwise specified in the SCC, the Goods supplied under the Contract shall be fully insured, in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery, in the manner specified in the SCC.
- Transportation** Unless otherwise specified in the SCC, obligations for transportation of the Goods shall be in accordance with the Incoterms specified in Sections V, Schedule of Requirements.
- Inspections and Tests**
- The Supplier shall at its own expense and at no cost to the Purchaser carry out all such tests and/or inspections of the Goods and Related Services as are specified in Sections V, Schedule of Requirements.
- The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the final destination of the Goods, or in another place in Nepal as specified in the SCC. Subject to GCC Sub-Clause 25.3, if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.
- The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC Sub-Clause 25.2, provided that the Purchaser bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.
- Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Purchaser. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Purchaser or its designated representative to attend the test and/or inspection.
- The Purchaser may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications, codes and standards under the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impede the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.
- The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.
- The Purchaser may reject any Goods or any part thereof that fail to pass any



test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Purchaser, and shall repeat the test and/or inspection, at no cost to the Purchaser, upon giving a notice pursuant to GCC Sub-Clause 25.4.

The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Purchaser or its representative, nor the issue of any report pursuant to GCC Sub-Clause 25.6, shall release the Supplier from any warranties or other obligations under the Contract.

Liquidated Damages

Except as provided under GCC Clause 31, if the Supplier fails to deliver any or all of the Goods or perform the Related Services within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the SCC of the Contract Price for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in the SCC. Once the maximum is reached, the Purchaser may terminate the Contract pursuant to GCC Clause 34.

Warranty

The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.

Subject to GCC Sub-Clause 21.1, the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in Nepal.

Unless otherwise specified in the SCC, the warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the SCC.

The Purchaser shall give Notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects.

Upon receipt of such Notice, the Supplier shall, within the period specified in the SCC, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser.

If having been notified, the Supplier fails to remedy the defect within the period specified in the SCC, the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.



Patent Indemnity

The Supplier shall, subject to the Purchaser's compliance with GCC Sub-Clause 28.2, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:

the installation of the Goods by the Supplier or the use of the Goods in the country where the Site is located; and

the sale in any country of the products produced by the Goods.

Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the Supplier, pursuant to the Contract.

If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in GCC Sub-Clause 28.1, the Purchaser shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

If the Supplier fails to notify the Purchaser within thirty (30) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf.

The Purchaser shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.

The Purchaser shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Purchaser.

Limitation of Liability Except in cases of gross negligence or willful misconduct :



neither party shall be liable to the other party for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser; and

the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort, or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the Supplier to indemnify the Purchaser with respect to patent infringement.

Change in Laws and Regulations

Unless otherwise specified in the Contract, if after the date of the Invitation for Bids, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in Nepal where the Site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with GCC Clause 14.

Force Majeure

The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

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

Change Orders and Contract Amendments

The Purchaser may at any time order the Supplier through Notice in accordance GCC Clause 7, to make changes within the general scope of the Contract in any one or more of the following:

drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the



Purchaser;

the method of shipment or packing;

the place of delivery; and

the Related Services to be provided by the Supplier.

If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery and Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be asserted within thirty (30) days from the date of the Supplier's receipt of the Purchaser's change order.

Prices to be charged by the Supplier for any Related Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

Extensions of Time

If at any time during performance of the Contract, the Supplier or its Subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services pursuant to GCC Clause 11, the Supplier shall promptly, and at least seven (7) days before the expiry of procurement contract, notify the Purchaser in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.

Except in case of Force Majeure, as provided under GCC Clause 31, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 26, unless an extension of time is agreed upon, pursuant to GCC Sub-Clause 34.1.

Termination

Termination for Default

The Purchaser, without prejudice to any other remedy for breach of Contract, by Notice of default sent to the Supplier, may terminate the Contract in whole or in part:

- (i) if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 33; or
- (ii) if the Supplier fails to perform any other obligation under the Contract.

In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 34.1(a), the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Purchaser for any additional costs for such similar Goods or Related Services.



However, the Supplier shall continue performance of the Contract to the extent not terminated.

if the Supplier, in the judgment of the Purchaser has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, as defined in GCC Clause 3, in competing for or in executing the Contract.

Termination for Insolvency

The Purchaser may at any time terminate the Contract by giving Notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Purchaser.

Termination for Convenience

The Purchaser, by written Notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The Notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

The Goods that are complete and ready for shipment within seven (7) days after the Supplier's receipt of the Notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:

- (i) To have any portion completed and delivered at the Contract terms and prices; and/or
- (ii) To cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier.

Assignment

Neither the Purchaser nor the Supplier shall assign, in whole or in part, their obligations under this Contract, except with prior written consent of the other party.



Section VII. Special Conditions of Contract

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

GCC 1.1(i)	The Purchaser's country is: <u>NEPAL</u>
GCC1.1(h)	Further to the definition in GCC "good" mean the work package of electrical goods.
GCC 1.1(j)	The Purchaser is Office of DDC, Baglung
GCC 1.1 (p)	The Site is: 200 pcs at Baglung Bazar, 155 pcs at Kharbang bazaar in Baglung district Nepal
GCC 4.2 (b)	The version of Incoterms shall be: 2000
GCC 5.1	The language shall be: Nepali or English
GCC 7.1	For notices, the Purchaser's address shall be: Name and Address of the Purchaser: Office of District Development Committee Address:, Baglung Telephone number: 068-522627 Fax number:068-520152 e-mail Address: ddcBaglung@gmail.com
GCC 9.2	The formal mechanism for the resolution of disputes shall be: A dispute of the procurement contract having contract price valuing up to one hundred million Rupees shall be resolved by the adjudicator and a dispute of the procurement contract having contract price more than that shall be resolved by a three-member dispute resolution committee. The adjudicator or dispute resolution committee shall deliver its decision within thirty days of submission of dispute before him/it stating the reasons and grounds for sustaining and not sustaining the claim of the concerned party. A party not satisfied with the decision shall start, within thirty days of such decision being made, the proceedings of resolving such dispute through arbitration. In the case of dispute between the Purchaser and the Supplier, the dispute shall be referred to arbitration in accordance with the rules of Nepal Council of Arbitration"
GCC 10.1	The Scope of Supply shall be defined in: "Section V, Schedule of Requirements" or indicate where the Scope of Supply shall be defined. At the time of awarding the Contract, the Purchaser shall specify any change in the Scope of Supply with respect to Section V, Schedule of Requirements included in the Bidding Document. Such changes may be due, for instance, if the quantities of Goods and Related Services are increased or decreased at the time of award.
GCC 11.1	Upon delivery of the Goods to <u>the delivery point</u> the Supplier shall notify the Purchaser and send the following documents to the Purchaser: a) Copies of the Supplier's invoice showing the description of the Goods, quantity, unit price, and total amount;



	<p> b) Copy of packing list indentifying the contents of each package; c) Delivery note, railway receipt, or truck receipt; d) Manufacturer's or Supplier's warranty certificate; e) Certificate of origin; and f) Inspection certificate issued by the nominated inspection agency, and the Supplier's factory inspection report; g) Quality assurance report </p> <p>The Purchaser shall receive the above documents before the arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses.</p> <p>[Note: The above requirements should be reviewed on a case-by-case basis, with amendments being made as necessary]</p>
GCC 14.2	The prices charged for the Goods delivered and the Related Services to be performed shall be fixed for the duration of the contract.
GCC 15.1	<p>The terms of payment to be made to the Supplier under the contract shall be as follows:</p> <p>1. The payment shall be made: (a) through accounts division/unit of the Purchaser</p>
GCC 15.1	<p>2. Payments shall be made in Nepalese Rupees in the following manner:</p> <p>a) Advance Payment: Upto twenty (20)] percent of the contract price shall be paid within thirty (30) days of signing of the contract, against a simple receipt and a bank guarantee valid for a period to cover till such advance recovered (at least 6 month) the equivalent amount and in the form provided in the bidding documents or another form acceptable to the purchaser, within fifteen (15) days of receipt of the application for advance such amount of advance shall be given to the supplier.</p> <p>b) On Delivery An amount up to 80% of the total contract amount for the package shall be paid within 30 days upon receipt o goods and submission of claim supported by documents specified in GCC 11.1 . delivery of the steel parts and fixtures at the designated points as per BoQ List/Weight List and Drawings and submission of the Inspection Certificate from Employer's Engineer and Quality Assurance Documents from the Fabricator stating that the steel parts are fabricated according to the Employer's requirement and the standard specification. Inspection Certificate shall be issued by the Employer's Engineer</p> <p>c.) Five percent (5%) of the amount shall deduct from the Supplier's bill as retention money and paid in the Deposit Account of purchaser. Retention money is kept by purchaser during the maintenance period as a guarantee which can be used to repair or complete any item of work judged unsatisfactorily executed by the Supplier.</p> <p>c) Retention money will be refunded upon expiry of warranty period</p>



	<p>and proof of submission of Tax Return from the Inland Revenue Office.</p> <p>ii. Payment shall be made against the handing over by the supplier of the document as stipulated in SCC under the clause GCC 11.1</p> <p>iii. Supplier shall submit invoice in the standard format as agreed upon by the purchaser. The purchaser shall pay or reimburse to the supplier in respect of the services but subject to the contract amount as specified in the contract agreement and the provisions stipulated under iv and v below for all items of works as stipulated in bid document and according to the condition mentioned hereunder.</p> <p>iv. All taxes, duties and levies applicable in the course of this contract shall be borne by the supplier as per prevalent rules and regulations of GoN</p> <p>v. Earnest money, performance bond, retention money and deposits shall be</p> <ul style="list-style-type: none"> -As per prevalent rules and regulations of GoN -Performance guarantee will be released only after successful completion of works as per Section V Schedule of Requirements. -If the supplier does not make rectification as suggested during Inspection/check then the rectification shall be made by the purchaser by a suitable means and the extra cost incurred for such work shall be deducted from the suppliers' account, retention money and/or will be recovered from bank guarantee.
GCC 17.1	<p>The Supplier shall provide a Performance Security as per the Public Procurement Act (first amendment 2071) & shall prevail the condition and percentage of such security value.. The amount of the Performance Security shall be in Nepalese Rupees, and shall be valid for the period of contract period plus defect liability period.</p>
GCC 17.3	<p>The Performance Securities shall be in the form of a bank guarantee issued by "A" class commercial bank located in Nepal in the format included in Section viii Contract Forms.</p>
GCC 17.4	<p>The performance security shall be valid for the period of one (1) year after the final delivery of goods and issue of the final acceptance certificate to the supplier. The performance security shall then be reduced to two (2) percent of the Contract Price to cover the Supplier's Warranty obligations in accordance with Clause GCC 27.3. The supplier shall promptly extend the validity suitably to cover agreed extension of the warranty period of the supplied goods.</p>
GCC 22.2	<p>The packing of the good shall confirm to the section: Technical Specification.</p>



GCC 23.1	The insurance coverage shall be in an amount equal to 110 percent of the EXW price of the Goods from “warehouse” to “delivery point” on “All Risks” basis, including War Risks, riots and/or Strikes. The Purchaser undertakes no responsibility in respect of any life, health, accident, travel and other insurance which may be necessary or desirable for the personnel and specialists associated with the Supplier for the purpose of the services, nor for any member of family of any such persons. The Supplier shall make insurance for all these risk and liabilities.
GCC 24.1	Additional responsibility of the supplier shall be: -The Supplier shall be required to meet all transport and storage expenses until delivery. -Transportation of the goods after delivery at designated point shall be the responsibility of the Purchaser.
GCC 25.2	Tests and Inspections specified in Section V, Schedule of Requirements, shall be as follows: i.The time limit for inspection and tests and the issuance of Certificate of Acceptance and/or rejection in no later than Seven (7) days of the completion of inspection and tests. ii.Completed goods must be maintained in a good condition for a period of six(6) months from the date of issue of Inspection Certificate by the Purchaser. iii.The completed goods shall be inspected by the Purchaser within the time mentioned above and any rectification, whatsoever shall be communicated the supplier within this time in writing.
GCC 26.1	The applicable rate of liquidated damages shall be: 0.05 percent of the contract price of the delayed per day
GCC 26.1	The maximum amount of liquidated damages shall be: <i>ten (10) percent of the Contract Price.</i>
GCC 27.3	The period of validity of the Warranty shall be twelve (12) months from the date of acceptance of the goods. For the purposes of the Warranty, the place of final delivery shall be as specified in BoQ
GCC 27.5	The Supplier shall correct any defects covered by the Warranty within: <u>30days</u> of being notified by the Purchaser of the occurrence of such defects



GCC 27.7	<p>Additional clause to GCC 27.7</p> <p>The supplier in addition shall comply with the performance and or consumption guarantee specified under the contract. If for reasons attributable to the supplier, these guarantees are not attained in whole or in part, the supplier shall at its discretion either,</p> <p>i. Make such changes, modifications and /or additions to the goods or any part thereof as may be necessary in order to attain the contractual guarantee specified in the contract at its own cost and expense and to carry out further performance tests.</p> <p>ii. Pay liquidated damage to purchaser with respect to failure to meet contractual guarantee. The rate of liquidated damage shall as stipulated in SCC under the clause GCC 26.1.</p>
GCC 32.2	<p>In addition to those stipulated in GCC 32.2</p> <p>If due to major changes in design and subsequently the change in quantity of the works should the supplier undertake additional or less work than provided for in the contract amount specified in the contract agreement, the variation may be made as per rules and within the limits described hereunder.</p> <p>i. On the submission of variation order by the purchaser the supplier shall verify and accept the variation order.</p> <p>ii. Subject to clause (i) for any additional work made according to a variation order, shall be paid based on the suppliers BoQ rate. In case of cancellation of contract with mutual consent between the purchaser and supplier item rate as per BoQ shall be based to calculate the amount of total work done.</p> <p>iii. No variations whatsoever will be made for cost pertaining to personnel travel, overhead and fees.</p>



Section VIII. Contract Forms



Table of Forms

- A. Letter of Intent**
- B. Letter of Acceptance**
- C. Agreement Form**
- D. Performance Security**
- E. Advance Payment Security**



1. LETTER OF INTENTION TO AWARD



**Government of Nepal
Ministry of Federal Affairs & Local Development
Office of District Development Committee
Baglung**

.....[Date]

Subject : Letter of Intention to Award the Contract

To:[name of the Supplier]

.....[address of the Supplier]

This is to notify you in accordance with the Instruction to Bidders that it is our intention to award the contract

..... dated for supply of steel tubular pole

- 1.....
- 2.....
- 3.....
- 4.....
- 5.....
- 6.....
- 7.....

to you as your Bid price ofas corrected and

modified in accordance with the Instructions to Bidders, is determined to be substantially responsive and

lowest evaluated Bid price.

Authorised Signature :

Name and Title of Signatory :

Name of Agency :

Address for correspondence :

CC:

[Insert name and address of all other Bidders, who submitted the bid]



2. LETTER OF ACCEPTANCE



Government of Nepal
Ministry of Federal Affairs & Local Development
Office of District Development Committee
Baglung

.....[Date]

Subject : Notification of Award

To:[name of the Supplier]

.....[address of the Supplier]

This is to notify you that your bid dated for execution of the

.....

... for the Contract Price of as corrected and modified in accordance with the Instructions to Bidders is hereby accepted by our Agency.

You are hereby instructed to contact our office of District Development Committee, Baglung to sign the formal agreement not later than 15 days of receiving this letter within office hours. As per the Instructions to Bidders you are also required to submit Performance Security, as specified in the SCC, consisting of a Bank Guarantee in the format prescribed in part III Contract Forms or cash deposit voucher in favor of the Purchaser in the Purchaser's Bank account as specified in the SCC. The Purchaser shall forfeit the bid security, in case you fail to furnish the Performance Security and to sign the contract within specified period. Please convey your unconditional acceptance by signing on the original of this letter and submit the required Performance Security, at the time of formal agreement.

Authorised Signature :

Name and Title of Signatory :

Name of Purchaser :

Address for correspondence :



3. CONTRACT AGREEMENT

THIS AGREEMENT made the ____ day of month _ 2072 [yy] between Office of District Development Committee, Baglung (hereinafter called “the Purchaser”) of the one part and..... (hereinafter called “the Supplier”) of the other part:

WHEREAS the Purchaser invited bids for the supply of Electrical Goods and has accepted a bid by the Supplier for the supply of those goods in the sum of
.....[contract price in words and figures in Nepalese Rupees]
(hereinafter called “the Contract Price”) within three months of signing this contract i.e.
{insert date, dd/mm/yy}

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - (a) the Bid Form and the Price Schedule submitted by the Bidder;
 - (b) the Schedule of Requirements;
 - (c) the Technical Specifications;
 - (d) the Terms of References;
 - (e) the Quality Assurance Document;
 - (f) Design and Drawings
 - (g) the Special Conditions of Contract;
 - (h) the General Conditions of Contract;
 - (i) the Purchaser’s Notification of Award;
 - (j) further correspondences and documents; and
 - (i) any other document which the Purchaser wants to add in the particular procurement.
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 where of the parties here to 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 :
Signature:
Designation:
Seal:

On behalf of the supplier

Name
Signature
Designation
Seal



4. Performance Security

To,

(Name and address of organization)

WHEREAS[*name and address of Supplier*] (hereinafter called “the *Supplier*”) has received the notification of award for execution of the Contract No. [*reference number of the contract*] dated_[*yy/mm/dd*] to supply the electrical goods in the different parts of Baglung district.

(hereinafter called “the Contract”).

- a.
- b.
- c.
- d.
- e.
- f.
- g.

AND WHEREAS it has been stipulated by you in the said Contract that the *Supplier* shall furnish you with a bank guarantee by a reputable bank 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 Bank**], legally domiciled in [**insert complete address of Bank**], (hereinafter the “Guarantor”), have agreed to give the *Supplier* a security:

NOW THEREFORE we hereby affirm that we are the Guarantors and responsible to you, on behalf of the

Supplier, up to a total of[*amount of the guarantee in words and figures Nepalese Rupees*], and we undertake to pay you, upon your first written demand such sum being payable in the types and proportions of currencies in which the contract price is payable, and without cavil or argument, any sum or sums within the limits of[*amount of guarantee in Nepalese Rupees*] as aforesaid, without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of demanding the said debt from the *Supplier* before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the

Goods to be supplied there under or of any of the Contract documents which may be made between you and the *Supplier* shall in any way release us from liability under this Guarantee, and we hereby waive notice of any such change, addition or modification.

This Guarantee is valid until..... [insert dd/mm/yy covering contract period plus defect



liability period]

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 Bank]

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

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



5. BANK GUARANTEE FORM FOR ADVANCE PAYMENT

Date:

To,
(Name and address of Purchaser)

[name of Contract]

Dear sir,

In accordance with the payment provision included in the Special Conditions of Contract, to provide for

advance payment, [name and address of Supplier] (hereinafter called "the Supplier") shall deposit with [name and address of the Purchaser] (hereinafter called "the Purchaser ") a bank guarantee to guarantee his proper and faithful performance under the said Clause of the Contract in an amount of [amount of guarantee in figures and words in Nepalese Rupees].

We, the undersigned[insert complete name of Bank], legally domiciled in[insert full address of Bank] (hereinafter "the Guarantor"), as instructed by the Supplier, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely,

the payment to the Purchaser on his first demand without whatsoever right of objection on our part and

without his first claim to the Supplier, in the amount not exceeding [amount of guarantee in figures and words in Nepalese Rupees].

We further agree that no change or addition to or other modification of the terms of the supply of Goods 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.

This 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,

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 Bank]

Date: [insert date of signing]



Bidder's Qualification forms

1. Bidder's information

Bidder's legal name	
In case of JV legal name of each partner	
Bidder's country of constitution	
Bidder's year of constitution	
Bidder's legal address in country of constitution	
Bidder's authorized representative (name, address, telephone numbers, Fax numbers, e-mail address)	
Attached are copies of the following original documents	
<ul style="list-style-type: none"> • In case of single entity articles of incorporation or constitution of legal entity named above , in accordance with ITB 4.1 and 4.2 	
<ul style="list-style-type: none"> • Authorization to represent the firm or JV named in above, in accordance with ITB 20.20 	
<ul style="list-style-type: none"> • In case of JV letter of intent to form JV or JV agreement in accordance with ITB 4.1 	
<ul style="list-style-type: none"> • In case of a government owned entity any additional documents not covered under 1 above required to comply with ITB 4.5 	



Bidder Qualification forms

<ul style="list-style-type: none"> No pending litigation in accordance with criteria 2.2 of section 3 (evaluation and qualification criteria) 			
<ul style="list-style-type: none"> Pending litigation in accordance with criteria 2.2 section 3 (evaluation and qualification criteria) 			
Year	Matter in dispute	Value of pending claim in NRS	Value of pending claim as a percentage of net worth

Form LIT-1 Pending litigation

Form 4.1 FIN-1 Financial situation

Each application or member of a JV must filled in this form

a) Financial Data for previous 3 years [in NRS]

	069/70	070/71	071/72
--	--------	--------	--------

b) Information from balance sheet

Total assets			
Total liabilities			
Net worth			
Current assets			
Current liabilities			

Form 4.2 FIN-2:

Average Annual Turnover

Total annual volume of construction work performed in the last three years in NRs	
Fiscal year	
2068/69	
69/70	
Average annual turn over	



Form Fin-3

Financial Resources

Specify proposed sources of financing such as liquid assets, unencumbered real assets, lines of credit, and other financial means, net of current commitments, available to meet the total construction cash flow demands of the subject contract of contracts as indicated in section 3 (evaluation and qualification criteria)

Financial resources

No	Source of financing	Amount (in NRS)
1		
2		
3		
4		
5		



Form PER-1 Proposed Personal

Bidders should provide the names of suitable qualified personnel to meet the specified requirements for each of the positions listed in section 3 evaluation and qualification criteria the data on their experience should be supplied using the form below for each candidate

S.N	Title of position	Name	Total work experience (years)	Experience in similar work (Years)



Form PER -2: Resume of proposed personal

The bidder shall provide all the information requested below. Fields with asterisk(*) shall be used for evaluation

Proposed position		
Personnel information	Name	
	Date of birth	
	Contract address	
	Phone / Email	
	Qualification	
Present employment	Name of employer	
	Job title	
	Address of employer	
	Telephone / fax / email	
	Contract person	
	Nature of the work	
	Years with present employer	

Summarize professional experience over the last twenty years in reverse chronological order.

Indicate particular technical and managerial experience relevant to the project

From*	To*	Company, project, position and relevant technical and management experience*

The bidder shall provide adequate information to demonstrate clearly that it has the capability to meet the requirements for the key equipment listed in section 3 (evaluation and qualification criteria)
 the bidder shall provide all the information requested below, to the extent possible . fields with asterisk(*) shall be used for evaluation.

name of manufacturer	model & power rating	capacity*	make of manufacturer	current location	owned rented leased	In case of leased or rented				
						Name of owner	address of owner	telephone	fax	contact name and title

Each bidder or member of a JV must fill in tis form

Role of Bidder	Type of equipment

years	Contract identification & Name	Name & address of Employer	Brief description of the the work executed by the bidder

starting date month /year	Ending Date month/Year

Form 5.2 EXP-2(a): Specific construction experience
 Each bidder or member of a JV must fill in this form

Contract Identification	type of work performed	award date	completion date	contractor, management contractor subcontractor	total contract amount	if partner in a JV		Employer's name	Employer's address	Telephone, Fax Number	E-mail
						% of Total	amount				



Section IX.

Technical Specifications



1. TUBULAR STEEL POLE

1. Scope

- 1.1 This Specification covers the design, fabrication, testing and supply of tubular steel poles commonly used in overhead power lines.

2. General

The steel pole shall be fabricated in several lengths and strengths as specified in Table 1 contained herein.

3 Description

- 3.1 The steel poles shall be of folding type design and shall consist of three (3) separate lengths of steel tubing swagged at two joints to fabricate the poles. However, there are all numbers of poles as mentioned in the price and delivery schedule which shall be of folding type.
- 3.2 The steel tubing used in pole fabrication shall be of steel of any approved process possessing a minimum tensile strength of 42 Kg/sq. mm and a chemical composition of not more than 0.06% sulphur and not more than 0.06% phosphorous.
- 3.3 The tubing diameter and tubing wall thickness shown in Table 1 for each length of pole are the minimum size to be used in fabricating each length of pole. It shall be the responsibility of the BIDDER to determine the adequacy of the component tubing shown for the load to be sustained. However, in no case the tubing diameter and wall thickness for any component tube be less than the value shown in Table 1.
- 3.4 Tubular poles shall be made of folded tubes, swagged and joined together. The upper edge of each joint shall be chamfered at an angle of about 45-degree. The steel poles shall be composed of three sections of diminishing diameters and minimum diameter thickness and lengths of pole shall be as shown in Table 1.
- 3.5 All tubes forming parts of the above supports shall be made from hot insulated seamless or continuously folded steel in accordance with BS 6323 or equivalent applicable Standards.
- 3.6 The bottom section of the poles shall be galvanized with minimum coating of weight not less than 460-gm/-sq. m internally and externally. The length of the bottom section including the base plate to be galvanized shall be as follows:

11 m pole	2.5 m
10 m pole	2.5 m
9 m pole	2.25 m
8 m pole	2.25 m



The remaining portion of the pole shall be painted with one coat of red oxide primer as specified in IS 2074-1997.

3.7 Each pole shall be provided with a steel top plate 3-mm minimum thickness folded to the end of the section. The top plate shall not project beyond the perimeter of the top section. Each pole shall also be provided with a folded base plate folded to the bottom of the pole.

3.8 The pole shall, be drilled in accordance with the drilling patterns as defined in the Figure. All the holes shall be of 18 mm dia. However, the manufacturer must get approval of the drilling pattern before manufacturing the poles. Each pole shall be marked with the appropriate length as shown in Figure.

3.9 The folding type of poles shall be fabricated in such a way that the section pieces can be carried to the site and fitted on the site itself. The pole section on top shall have a flange and the section under it shall overlap to a **length of 25 cm** as shown in the diagram. The poles shall be drilled in such a way that the section in top could be securely fixed the section under it by two bolts of 5/8" x 7" at 90 degree each other. Two such joints form a complete pole of three sections as shown in Fig 2 and 3.

3.10 Each pole shall be marked with the appropriate length a shown in table 1.the length of designation followed by the appropriate drilling pattern letter, shall be black stencil painted with numerical and letters approximately five(5) centimeters in height e.g-11-c the marking shall be located on the surface f the pole at distance of 1.5 meters above the deign ground line. The size of the base plate shall be as per governing standard.

4 Tolerance

4.1 The following tolerances shall be maintained:

a) Tolerance of diameter: +/-1%

b) Tolerance on weight: +/-7.5% on each pole.

+/-5% on a bulk load.

c) Tolerance on thickness: +/-10% on each sheet.

e) Straightness: The finished poles shall not be out of straightness by more than 1/600 of the height.

5. Tests

5.1. The following test (s) shall be performed for the pole furnished. All testing shall be fully documented and certified test reports shall be provided to DDC-Baglung

a Tensile test and chemical analysis for sulphur and phosphorous

b. Deflection test

c. Permanent set test

d. Drop test

5.2 Number of poles selected for conducting tensile test and chemical analysis for sulphur and phosphorous shall be as given below:

Lot Size

No. of poles



Up to 500	1
501 to 1000	2
1001 to 2000	3
2001 to 3000	4
3001 and above	5

5.3 Number of poles selected or conducting deflection test, permanent set test and drop test shall be as given below:

Lot Size	No. of poles
Up to 500	5
501 to 1000	8
1001 to 2000	13
2001 to 3000	18
3001 and above	20

The deflection test, permanent set test and drop test shall be conducted in succession on each of the poles selected.

5.4 Deflection Test

Each pole shall be rigidly supported for a distance from the butt end equal to the depth which it is to be planted in the ground. It shall then be loaded as cantilever and the appropriate deflection load of Table applied at right angles of the axis of pole 30 cm from the top of the poles up to 9 m (overall) and 60 cm from the top for poles over 9 m (overall). For convenience in testing, the pole may be fixed horizontally and the load applied vertically. The temporary deflection due to the applied load at the point of application of load shall not exceed 157.5 mm.

5.5 Permanent Set Test

This test shall be carried out immediately after the deflection test. After application of proper load specified in Table 1 the permanent set measured from the zero position after the release of the appropriate applied load at the point of application of the load shall not exceed 13 mm.

5.6 Drop Test

The test shall be made in the case of swagged poles. The pole shall be dropped vertically with the butt end (bottom end) downwards, three times in succession from a height of 2 m on to a hardwood block 150 mm thick laid on concrete foundation. The pole shall not show any signs of telescoping or loosening of joints.

5.7 Should of any of the poles selected fail to pass any of the tests specified above two further poles shall be selected for testing from the same lot in respect of each failure. Should both these additional poles fail, the test material represented by the test samples shall be deemed as not complying with these specifications.



6. Quality Assurance Program

Along with the Bid the Bidder shall furnish quality assurance program of the manufacturer which includes the Quality System and the Quality Plans, which shall include, among others, information to meet the following requirement, failing which the Bid shall be liable for rejection.

- i. The structure of the organization;
- ii. The duties and responsibilities assigned to staff ensuring quality of works;
- iii. The system for purchasing, taking delivery and verification of materials;
- iv. The system for ensuring quality of workmanship;
- v. The quality assurance arrangement shall conform to relevant requirements of ISO9001:2000;
- vi. Statement giving list of important raw materials, names of manufacturer for the raw materials, list of standards according to which the raw materials are tested, list of test normally carried out on raw materials;
- vii. List of manufacturing facilities available with supporting documents;
- viii. List of areas in manufacturing process, where stage inspections are normally carried out for quality control and details of such tests and inspections;
- ix. List of testing equipment available with the manufacturer for final testing of equipment specified and the test plant limitation, if any, vis-à-vis the type, special, acceptance and routine tests specified in the relevant standards.

7. Bid Documentations

7.1 The Bidder shall provide with the Bid two (2) clear copies of the governing standards for selections of steel tubings, and any standard followed in the fabrication and testing of the poles offered.

7.2 The Bidder shall provide a description and certified dimensional drawings of each type of pole otherwise the bid offer shall be rejected.

7.3 Two (2) clear certified copies of all type tests performed on similar type of poles and similar working loads otherwise the bid offer shall be rejected. The type test must have been carried out in recognized national or international testing laboratory or independent testing laboratory other than manufacturer.

7.4 A clause-by-clause commentary of specification, specifying compliance and deviations, if any.

7.5 All data, drawings, catalogues and other technical documents shall be bound separately from the Bid documents.

Table 1

Poles specifications

IS Designation	410SP- 52	410 SP-43	410 SP-31	410 SP-13SP-13
----------------	-----------	-----------	-----------	----------------



Overall Length	11 m	10 m	9 m 9m	8 m 8m
Planting depth. m	1.8	1.8	1.5	1.5
Sections:				
Length, m				
Top (h1)	2.7	2.4	2	1.75
Middle (h2)	2.7	2.4	2	1.75
Bottom (h3)	5.6	5.2	5	4.50
Outside Diameter, mm				
Top (h1)	114.3	114.3	114.3	88.9
Middle (h2)	139.7	139.7	139.7	114.3
Bottom (h3)	165.1	165.1	165.1	139.7
Thickness, mm				
Top (h1)	3.65	3.65	3.65	3.25
Middle (h2)	4.5	4.5	4.5	3.65
Bottom (h3)	4.5	4.5	4.5	4.5
Approximate weight, Kg	175	160	147	101
Crippling load, kgf	307	348	367	301
Application of load from				
top of pole, m	0.6	0.6	0.3	
Load for Permanent Set test			190Kgf	
Load for Temporary Deflection test			83Kgf	
Breaking load			390Kgf	



Government of Nepal
Ministry of Federal Affairs & Local Development
Office of District Development Committee
Baglung

Project : Supply of steel tubular pole (folding type)

Contract i.d.: DDC/BAG /NCB/EG /02/072-73

Bill of Quantity

SN	Description of Work	Unit	Quantity	Rate		Amount	Remarks
				In Figure	In Word		
1	Supply of Steel tubular pole 8 m long folding type (200 pcs at Baglung Bazar, 155 pcs at kharbang)	Pcs	355				
2.	Transportation of Steel tubular pole (200 pcs at Baglung Bazar, 155 pcs at kharbang)	Pcs	355				

Sub-total :

VAT @ 13% :

Total :

Total Amount in Words :

Name :

Seal :

Address :

Date :