BIDDING DOCUMENT

for

THE PROCUREMENT OF

Supply of firefighter as per technical Specification

National Competitive Bidding (NCB)

IFB No: RM/04/Vechicles/080/081

Contract ID: RM/04/Vehicles/080/081

Rapti Municipality Office, Chitwan

Issued on: 13-05-2024 06:00

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Abbreviations

BDS..... Bid Data Sheet

BD ..... Bidding Document

DCS..... Delivery and Completion Schedule

DP .....Development Partner

EQC ..... Evaluation and Qualification Criteria

GCC ..... General Conditions of Contract

GoN[1] ..... Government of Nepal

ICC..... International Chamber of Commerce

IFB ..... Invitation for Bids

ITB ..... Instructions to Bidders

LGRS ..... List of Goods and Related Services

NCB ..... National Competitive Bidding

PAN .....Permanent Account Number

PPMO .....Public Procurement Monitoring Office

SBD..... Standard Bidding Document

SBQ..... Schedule of Bidder Qualifications

SCC..... Special Conditions of Contract

SR ..... Schedule of Requirements

TS..... Technical Specifications

VAT ..... Value Added Tax

[1] "GoN" word indicates all public entities according to Public Procurement Act, 2063

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Government of Nepal (GoN)
Rapti Municipality Office, Chitwan

Invitation for Bids for the Supply of firefighter as per technical Specification

Contract Identification No: RM/04/Vechicles/080/081

Date of publication: 13-05-2024 06:00

The Government of Nepal has allocated funds to cover eligible payment under the Contract for Supply of firefighter as per technical Specification (IFB No: RM/04/Vechicles/080/081). Bidding is open to all eligible Nepalese and Foreign Bidders.[defined in the guidelines]

The Rapti Municipality Office, Chitwan invites sealed and or electronic bids from eligible bidders for the procurement of Supply of firefighter as per technical Specification under National Competitive Bidding procedures specified in Public Procurement Act and Regulations.

[Note: In case of IFB to be published as slice basis the Purchaser may add following information:
The bidder may submit the bid for single or more slices as mentioned below and offer discounts/ cross discounts. Evaluation will be done slice by slice basis, with contracts awarded based on the award combination that is of least cost to the Purchaser.]

Eligible Bidders may obtain further information and inspect the Bidding Documents at the office of Rapti Municipality Office, Chitwan Rapti Municipality Office, Chitwan
Chitwan
Bharatpur, Chitwan
Bagmati Province
Nepal or may visit PPMO egp system website www.bolpatra.gov.np/egp.

If hardcopy is allowed then a complete set of Bidding Documents may be purchased from the office Rapti Municipality Office, Chitwan,Rapti Municipality Office, Chitwan
Chitwan
Bharatpur, Chitwan
Bagmati Province
Nepalby eligible Bidders on the submission of a written application, along with the copy of company/firm registration certificate, and upon payment of a non-refundable fee of NRs 3000.0 till 12-06-2024 12:00 during office hours.

OR

A complete set of Bidding Documents may be purchased from the following bank/office by eligible Bidders on the submission of a written application, along with the copy of company/firm registration certificate, and upon payment of a non-refundable fee of 3000.0 NRs till 12-06-2024 12:00. If so requested Bidding Documents can also be sent by post/ service upon payment of additional fee for post/courier. However the Employer will not be responsible for delay or non-delivery of the document to sent

Name of the Bank:	NIC Asia Bank Ltd. , null ,
Name of the Office:	Rapti Municipality Office, Chitwan
Office Code no:	
Office Account no:	0982050029409002
Rajaswa (revenue) Shirshak no:	

Pre-bid meeting shall be held at :Rapti Municipality Office, Chitwan
Chitwan
Bharatpur, Chitwan
Bagmati Province
Nepal at 05-06-2024 11:00

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Sealed or Electronic bids must be submitted to the office Rapti Municipality Office, Chitwan
Chitwan
Bharatpur, Chitwan
Bagmati Province
Nepal through PPMO website www.bolpatra.gov.np. on or before 12-06-2024 12:00. Bids received after this deadline will be rejected.

The bids will be opened in the presence of Bidders' representatives who choose to attend at 12-06-2024 13:00 hours at the office of Rapti Municipality Office, Chitwan
Chitwan
Bharatpur, Chitwan
Bagmati Province
Nepal
Bids must be valid for a period of 90 days after bid opening and must be accompanied by a bid security or scanned copy of the bid security in pdf format in case of e-bid, amounting to a minimum of 200000.0NRs which shall be valid for 30 days beyond the validity period of the bid.

If the last date of purchasing and /or submission falls on a government holiday, then the next working day shall be considered as the last date. In such case the validity period of the bid security shall remain the same as specified for the original last date of bid submission.

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Section I. Instructions to Bidders

A. General

1. Scope of Bid	1.1 The Purchaser ***indicated in the BDS*** issues this Bidding Document for the supply of Goods and Related Services incidental thereto as specified in Section V, Schedule of Requirements. The name and identification of contracts are ***indicated in BDS***. 1.2 Throughout this Bidding Document : (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.
2. Source of Funds	2.1 GoN Funded: In accordance with its annual program and budget, approved by the GoN, the Purchaser intends to apply a portion of the allocated budget to eligible payments under the contract(s) ***indicated in the BDS*** for which this Bidding Document is issued. Or DP Funded: The GoN has applied for or received financing (hereinafter called "funds") from the Development Partner (hereinafter called "the DP") ***indicated in the BDS*** toward the cost of the project ***named in the BDS***. The GoN intends to apply a portion of the funds to eligible payments under the contract(s) for which this Bidding Document is issued. 2.2 DP Funded: Payment by the DP will be made only at the request of the GoN and upon approval by the DP in accordance with the terms and conditions of the financing agreement between the GoN and the DP (hereinafter called the "Loan Agreement"), and will be subject in all respects to the terms and conditions of that Loan Agreement. No party other than the GoN shall derive any rights from the Loan Agreement or have any claim to the funds. 2.3 Public Entity's Resources Funded.
3. Fraud and Corruption	3.1 Procuring Entities as well as Bidders, suppliers and contractors and their sub-contractors shall adhere to the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this:; (a) the Purchaser adopts, for the purposes of this provision, the terms as defined below:

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(i) "corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;

(ii) "fraudulent practice" means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;

(iii) "coercive practice" means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;

(iv) "collusive practice" means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party.

(v) "obstructive practice" means (a) deliberately destroying, falsifying, altering, or concealing of evidence material to an investigation; (b) making false statements to investigators in order to materially impede an investigation; (c) failing to comply with requests to provide information, documents, or records in connection with an investigation; (d) 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 (e) materially impeding GoN/DP's contractual rights of audit or access to information; and

(vi) "integrity violation" is any act which violates Anticorruption Policy, including (i) to (v) above and the following: abuse, conflict of interest, violations of GoN/DP sanctions, retaliation against whistleblowers or witnesses, and other violations of Anticorruption Policy, including failure to adhere to the highest ethical standard.

(b) the Purchaser will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations in competing for the contract;

(c) DP will cancel the portion of the financing allocated to a contract if it determines at any time that representative(s) of the GoN or of a beneficiary of DP-financing engaged in corrupt, fraudulent, collusive, or coercive practices or other integrity violations during the procurement or the execution of that contract, without the GoN having taken timely and appropriate action satisfactory to DP to remedy the situation.

(d) DP will impose remedial actions on a firm or an individual, at any time, in accordance with DP's Anticorruption Policy and related Guidelines (as amended from time to time), including declaring ineligible, either indefinitely or for a stated period of time, to participate in DP-financed, -administered, or -supported activities or to benefit from an DP-financed, -administered, or -supported contract, financially or otherwise, if it at any time determines that the firm or individual has, directly or through an

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	agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations; and (e) 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.
	3.2 The Bidder shall not carry out or cause to carry out the following acts with an intention to influence the implementation of the procurement process or the procurement agreement : (a) give or propose improper inducement directly or indirectly, (b) distortion or misrepresentation of facts, (c) engaging in corrupt or fraudulent practice or involving in such act, (d) interference in participation of other competing bidders, (e) coercion or threatening directly or indirectly to cause harm to the person or the property of any person to be involved in the procurement proceedings, (f) collusive practice among bidders before or after submission of bids for distribution of works among bidders or fixing artificial/uncompetitive bid price with an intention to deprive the Purchaser the benefit of open competitive bid price, (g) Contacting the Purchaser with an intention to influence the Purchaser 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.
	3.3 PPMO, on the recommendation of the Procuring Entity may blacklist a Bidder for a period of one (1) to three (3) years for its conduct including on the following grounds and seriousness of the act committed by the bidder: (a) if convicted by a court of law in a criminal offence which disqualifies the Bidder from participating in the contract, (b) if it is established that the contract agreement signed by the Bidder was based on false or misrepresentation of Bidder's qualification information, (c)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. (d) if the Successful Bidder fails to sign the Contract.
	3.4 A bidder declared blacklisted and ineligible by the GoN, Public Procurement Monitoring Office (PPMO) and/or the DP in case of DP funded project, may be ineligible to bid for a contract during the period of time determined by the GoN, PPMO and/or the DP including credit information bureau of Nepal. 3.5 In case of a natural person or firm/institution/company which is already declared blacklisted and ineligible by the GoN, any other new or existing firm/institution/company owned partially or fully by such Natural person or Owner or Board of director of blacklisted firm/institution/company; shall not be eligible bidder.

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	3.6 Furthermore, Bidders shall be aware of the provisions of GCC 28.3.
4. Eligible Bidders	4.1 This Invitation for Bids is open to eligible Bidders from all countries, except for any ***specified in the BDS***. 4.2 A Bidder may be a natural person, private entity, government-owned entity (subject to ITB 4.4) or any combination of them with a formal intent to enter into an agreement or under an existing agreement in the form of a Joint Venture (JV). Maximum number of parners in JV shall be as **specified in BDS** .In the case of a JV: (a) all parties to the JV shall be jointly and severally liable; and (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. 4.3 A Bidder shall not have a conflict of interest. Any Bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to be in a conflict of interest with one or more parties in this bidding process if, including but not limited to: (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 (f) a Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the goods and services that are the subject of the bid. 4.4 A Bidder that is under a declaration of ineligibility by the GoN/DP in accordance with ITB 3.4, at the date of the deadline for bid submission or thereafter, shall be disqualified. 4.5 A GoN-owned enterprise may also participate in the bid if it is legally and financially autonomous, it operates under commercial law, and it is not dependent agency of the Purchaser.

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	4.6 Bidders shall provide such evidence of their continued eligibility satisfactory to the Purchaser, as the Purchaser shall reasonably request. 4.7 Firms shall be excluded in any of the cases, if (a) 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. (b) 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.
	4.8 A bidder and all parties constituting the Bidder shall have the nationality of an eligible country as defined by the concerned DP for DP funded projects. 4.9 The domestic Bidder who has obtained Permanent Account Number (PAN) and Value Added Tax (VAT) registration certificate(s) and Tax clearance certificate or proof of submission of tax return from the Inland Revenue Office shall only be eligible. The foreign bidder submitting the documents ***indicated in the BDS*** at the time of bid submission and a declaration to submit the document(s) ***indicated in the BDS*** at the time of contract agreement shall only be eligible
5. Eligible Goods and Related Services	5.1 All goods and related services to be supplied under the contract are eligible, unless their origin is from a country ***specified in the BDS***. 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 5.3 The origin of goods and services is distinct from the nationality of the Bidder.
6. Site Visit	6.1 For goods contracts requiring installation/ commissioning/ networking or similar services at site, the Bidder, at the Bidder's own responsibility and risk, is encouraged to visit and examine the Site and obtain all information that may be necessary for preparing the Bid and entering into a contract for the supply of goods and related services. 6.2 The Bidder should ensure that the Purchaser is informed of the visit in adequate time to allow it to make appropriate arrangements. 6.3 The costs of visiting the Site shall be at the Bidder's own expense.

B. Contents of Bidding Document

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7. Sections of the Bidding Document	7.1 The Bidding Document consist of Parts 1, 2, and 3, which include all the Sections indicated below, and should be read and construed in conjunction with any Addenda issued in accordance with ITB 9. **PART 1 Bidding Procedures** • Section I. Instructions to Bidders (ITB) • Section II. Bid Data Sheet (**BDS**) • Section III. Evaluation and Qualification Criteria • Section IV. Bidding Forms **PART 2 Supply Requirements** • Section V. Schedule of Requirements **PART 3 Conditions of Contract and Contract Forms** • Section VI. General Conditions of Contract (GCC) • Section VII. Special Conditions of Contract (SCC) Section VIII. Contract Forms 7.2 The Purchaser will reject any Bid submission (in case of hard copy submission) if the Bidding Document was not purchased directly from the Purchaser, or through its assigned office as stated in the invitation for bids or has not deposited (in case of electronically submission) the cost of Bidding Document as stated in the invitation for bids. 7.3 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Document as well as in Amendments, if any. Failure to furnish all information or documentation required by the Bidding Document may result in the rejection of the Bid. 7.4 The Invitation for Bids issued by the Purchaser is not part of the Bidding Document
8. Clarification of Bidding Document/Pre-bid meeting	8.1 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. 8.2 The purchaser may organize a pre-bid meeting of Bidders 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

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	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**.
9. Amendment of Bidding Document	9.1 At any time prior to the deadline for submission of the Bids, the Purchaser may amend the Bidding Document by issuing addenda. 9.2 Any addendum issued shall be part of the Bidding Document and shall be communicated in writing to all who have obtained the Bidding Document directly from the Purchaser. Such Addendum notice shall also be published in the National newspaper. 9.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Purchaser may, at its discretion, extend the deadline for the submission of the Bids, pursuant to ITB **24.2**.

C. Preparation of Bids

10. Cost of Bidding	10.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Purchaser shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
11. Language of Bid	11.1 The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Purchaser, shall be written in the language ***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 the BDS***, in which case, for purposes of interpretation of the Bid, such translation shall govern.
12. Documents Comprising the Bid	12.1 The Bid shall comprise the following: (a) Bid Submission Letter and the applicable Price Schedules, in accordance with ITB Clauses 13, 15, and 16; (b) Bid Security in accordance with ITB 21; (c) alternative bids, if permissible, in accordance with ITB 14; (d) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 22; (e) documentary evidence in accordance with ITB 17 establishing the Bidder's eligibility to bid; (f) documentary evidence in accordance with ITB Clauses 18 and 31, that the Goods and Related Services conform to the Bidding Document; (g) documentary evidence in accordance with ITB 19 establishing the Bidder's qualifications to perform the contract if its Bid is accepted; and

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	(h) any other required documents, which is not against the provision of Procurement Act/Regulation/Directives and Standard Bidding Document issued by PPMO ,***required in the BDS.*** 12.2 The Bidder is solely responsible for the authenticity of the submitted documents.
13. Bid Submission Letter and Price Schedules	13.1 The Bidder shall submit the Bid Submission Letter 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. 13.2 The Bidder shall submit the Price Schedules for Goods and Related Services, according to their origin as appropriate, using the forms furnished in Section IV, Bidding Forms
14. Alternative Bids	14.1 Unless otherwise ***indicated in the BDS***, alternative bids shall not be considered.
15. Bid Prices and Discounts	15.1 The Bidder shall complete the appropriate Price Schedule and the sources of Goods schedules included herein, stating the unit prices, total cost per item, the total Bid amount and the expected countries of origin of the Goods to be supplied under the contract. 15.2 Prices quoted in the Price Schedules shall be included the cost of goods, other taxes already paid or payable on the components and raw material used in the manufacture or assembly of the item, the customs duties, transportation cost up to final delivery, insurance cost, unloading, and any other cost for (incidental) services, if any, related to the delivery of goods. All risks and responsibilities up to the final destination including installation and commissioning of Goods, if applicable, shall be borne by the Supplier. If a Price Schedule shows items listed but not priced, their prices shall be assumed to be included in the prices of other items. Items not listed in the Price Schedule shall be assumed not to be included in the Bid, and provided that the Bid is substantially responsive, the corresponding adjustment shall be applied in accordance with ITB **32.3** 15.3 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account, unless otherwise ***specified in the BDS***. A Bid submitted with an adjustable price quotation shall be treated as non responsive and shall be rejected, pursuant to ITB 31. However, if in ***accordance with the BDS***, 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. 15.4 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.

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	15.5 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 letter.
16. Currencies of Bid	16.1 All Prices shall be quoted in Nepalese Rupees.
17. Documents Establishing the Eligibility of the Bidder	17.1 To establish their eligibility in accordance with ITB 4, Bidders shall: (a) complete the eligibility declarations in the Bid Submission Letter, included in Section IV, Bidding Forms; and (b) 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. (c) submit the copy of the documents as ***specified in BDS***.
18. Documents Establishing the Conformity of the Goods and Related Services to the Bidding Document	18.1 To establish the conformity of the Goods and Related Services to the Bidding Document, the Bidder shall furnish as part of its Bid the documentary evidence that the Goods and Related Services conform to the requirements specified in Section V, Supply Requirements. 18.2 The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item-by-item description of the essential 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. 18.3 Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the Purchaser in the Section 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.
19. Documents Establishing the Qualifications of the Bidder	19.1 The documentary evidence of the Bidder's qualifications to perform the contract, if its bid is accepted, shall establish to the Purchaser's satisfaction that the Bidder meets each of the qualification criterion specified in Section III, Evaluation and Qualification Criteria. 19.2 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

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	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. 19.3 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. 19.4 A foreign Bidder wishing to have or already having a local agent shall state the following: 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", 19.5 If a foreign Bidder in its Bid, has not provided the information mentioned in ITB 19.4 or has submitted its bid stating that the Bidder does not have a local agent and later it is proved that the bidder has a local agent or it is proved that the commission mentioned in the Bid is less than the commission received by the local agent then the Purchaser shall initiate proceedings to blacklist such bidder in accordance with ITB 3.3.
20. Period of Validity of Bids	20.1 Bid shall remain valid for a period ***specified in the BDS*** 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. 20.2 In exceptional circumstances, prior to the expiration of the bid validity period, the Purchaser may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB 21, it shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its Bid and to include any additional conditions against the provisions specified in Bid Documents.
21. Bid Security	21.1 The Bidder shall furnish as part of its bid, in original form a Bid Security as ***specified in the BDS***. 21.2 If a bid security is specified pursuant to ITB 21.1, the bid security shall be a demand guarantee in any of the following forms at the Bidder's option:

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(a) original copy of an unconditional bank guarantee from Commercial Bank or Financial Institution eligible to issue Bank Guarantee as per prevailing Law or;

(b) original copy of cash deposit voucher in the **Purchaser** 's Account as ***specified in BDS***.

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.

The bid security issued by any foreign Bank outside Nepal must be counter guaranteed by an Commercial Bank or Financial Institution eligible to issue Bank Guarantee as per prevailing Law in Nepal.

21.3 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. In case of e- Submission, if the scanned copy of an acceptable bid security letter is not uploaded with the electronic bid then bid shall be rejected.

21.4 If a Bid Security is specified pursuant to ITB 21.1, the Bid Security of unsuccessful Bidders shall be returned within three (3) days upon the successful Bidder furnishing of the signed Contract Agreement and the Performance Security pursuant to ITB 42.

21.5 If a Bid Security is specified pursuant to ITB 21.1, the Bid Security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the Contract Agreement and furnished the required Performance Security.

21.6 The Bid Security may be forfeited:

(a) a Bidder requests for withdrawal or modification of its bid, except as provided in ITB 20.2

(i) during the period of bid validity specified by the Bidder on the Letter of Bid, in case of electronic submission;

(ii) from the period twenty-four hours prior to bid submission deadline up to the period of bid validity specified by the Bidder on the Letter of Bid, in case of hard copy submission.

(b) a Bidder changes the prices or substance of the bid while providing information pursuant to clause 29.1;

(c) a Bidder involves in fraud and corruption pursuant to clause 3.1;

(d) the successful Bidder fails to:

(i) furnish a performance security in accordance with ITB 41.1;

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(ii) sign the Contract in accordance with ITB 42.1; or

(iii) accept the correction of arithmetical errors pursuant to clause 33.

21.7 The Bid Security of a JV must be in the name of the JV that submits the bid. If the JV has not been legally constituted at the time of bidding, the Bid Security shall be in the names of all future partners as named in the letter of intent mentioned in ITB 17.1 (b).

22. Format and Signing of Bid	22.1 The Bidder shall prepare bid as described in ITB 12 and 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 ***specified in the BDS*** and shall be attached to the Bid. 22.2 Any amendments such as interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Bid.

D. Submission and Opening of Bids

23. Sealing and Marking of Bids	23.1 Unless otherwise specified in BDS, Bidders shall submit their bids by electronic or by mail/ by hand/ by courier. Bidders submitting bids electronically shall follow the electronic bid submission procedures ***specified in the BDS***. 23.2 Bidders submitting bids by mail or by hand or by courier shall enclose the original and each copy of the Bid, including alternative bids, if permitted in accordance with ITB 14, in separate sealed envelopes, duly marking the envelopes as "ORIGINAL", "ALTERNATIVE" and "COPY." These envelopes containing the original and the copies shall then be enclosed in one single envelope. The rest of the procedure shall be in accordance with ITB 23.2.1 and 23.2.2. 23.2.1 The inner and outer envelopes shall: (a) bear the name and address of the Bidder; (b) be addressed to the Purchaser in accordance with ITB 23.1; and (c) bear a warning "NOT TO OPEN BEFORE THE TIME AND DATE FOR BID OPENING". 23.2.2 If all envelopes are not sealed and marked as required, the Purchaser will assume no responsibility for the misplacement or premature opening of the bid.
24. Deadline for Submission of Bids	24.1 Bids must be received by the Purchaser at the address and no later than the date and time ***indicated in the BDS***. In case of e-submission, the standard time for e-submission is Nepal Standard Time as set out in the server. The e-procurement system will accept the e-submission of bid from the date of publishing of notice and will automatically not allow the e-submission of bid after the deadline for submission of bid.

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	24.2 The Purchaser may, at its discretion, extend the deadline for the submission of Bids by amending the Bidding Document in accordance with ITB 9, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.
25. Late Bids	25.1 The Purchaser shall not consider any Bid that arrives after the deadline for submission of Bids, in accordance with ITB 24. Any Bid received by the Purchaser after the deadline for submission of Bids shall be declared late, rejected, and returned unopened to the Bidder.
26. Withdrawal, or Modification of Bids	26.1 A bidder may withdraw, or modify its bid after it has been submitted either in hard copy or by e-Submission. Procedures for withdrawal or modification of submitted bids are as follows: (i) Bids submitted in hard Copy a) Bidders may withdraw or modify its bids by sending a written notice in a sealed envelope, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITB 20.2 before 24 hours prior to the last deadline of submission of bid. The corresponding modification of the bid must accompany the respective written notice. All notices must be: (aa) prepared and submitted in accordance with ITB 20 and ITB 21,and in addition, the respective envelopes shall be clearly marked "WITHDRAWAL", "MODIFICATION;" and (bb) received by the Purchaser 24 hours prior to the deadline prescribed for submission of bids, in accordance with ITB 24. ii) E-submitted bids. 26.1 a) Bidder may submit modification or withdrawal prior to the deadline prescribed for submission of bids through e-GP system by using the forms and instructions provided by the system. Once a Bid is withdrawn, bidder shall not able to submit another bid for the same bid. 26.2 Bids requested to be withdrawn in accordance with ITB 26.1 (i) shall be returned unopened to the Bidders after the end of bid opening process. 26.3 In case of bids submitted in hard copy no bid shall be withdrawn or modified in the interval between 24 hours prior time of the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Letter of Bid or any extension thereof. In case of e-submitted bids no bids shall be withdrawn or modified in the interval between deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the bid submission form or any extension there of. 26.4 Except in case of any modification or correction in bid document made by procuring entity, Bidder may submit request for withdrawal or modification only one time.

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	26.5 In case of hard copy bid, no bid may be withdrawn if the bid has already been modified; except in case of any modification or correction in bid document by procuring entity.
27.Bid Opening	27.1 The Purchaser's bid opening committee shall conduct the bid opening in public in the presence of bidder or its representative who choose to attend at the address, date and time ***specified in the BDS***. The opening committee shall download the e-submitted bid files. The e-procurement system allows the Purchaser to download the e-submitted bid files (report) only after bid opening date and time after login simultaneously by two members of the Bid opening committee. Electronically submitted bid shall be opened at first in the same time and date as ***specified above***. Electronic Bids shall be opened one by one and read out. The e-submitted bids must be readable through open standards interfaces. Unreadable and or partially submitted bid files shall be considered incomplete. 27.2 Before opening the bids the **opening committee** 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 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. 27.3 All other envelopes shall be opened one at a time, and the following read out and recorded: the name of the Bidder and whether there is a modification; the Bid Prices (per lot if applicable), any discounts and alternative offers; the presence of a Bid Security, if required; if there is discrepancy between figure and words, description of such discrepancy; whether the bid form is signed by the bidder or 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. 27.4 The **opening committee** 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

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	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.

E. Evaluation and Comparison of Bids

28.Confidentiality	28.1 Information relating to the examination, evaluation, comparison, and post-qualification of Bids, and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process until publication of the Contract award; thereafter, information will be disclosed in accordance with ITB 40.1. 28.2 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. 28.3 Notwithstanding ITB 28.2, from the time of bid opening to the time of Contract award, if any Bidder wishes to contact the Purchaser on any matter related to the bidding process, it should do so in writing.
29.Clarification of Bids	29.1 To assist in the examination, evaluation, comparison and post-qualification of the Bids, the Purchaser may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder with regard to its Bid and that is not in response to a request by the Purchaser shall not be considered. The Purchaser's request for clarification and the response shall be in writing. No change in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Purchaser in the evaluation of the Bids, in accordance with ITB 33.
30.Deviations, Reservations, and Omissions	30.1 During the evaluation of bids, the following definitions apply: (a) "Deviation" is a departure from the requirements specified in the Bidding Document; (b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Document; and (c) "Omission" is the failure to submit part or all of the information or documentation required in the Bidding Document.
31.Determination of	31.1 The Purchaser's determination of the responsiveness of a Bid is to be based on the contents of the Bid itself, as defined in ITB 12.

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Responsiveness	31.2 A substantially responsive bid is one that meets the requirements of the Bidding Document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that, (d) if accepted, would: (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 (e) if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive bids. 31.3 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. 31.4 In Case, a corruption case is being filed to Court against the Natural Person or Board of Director of the firm/institution /company or any partner of JV, such Natural Person or Board of Director of the firm/institution /company or any partner of JV such bidder's bid shall be excluded from the evaluation, if public entity receives instruction from Government of Nepal.
32.Non-material Non-conformi-ties	32.1 The Purchaser may regard a Bid as responsive even if it contains minor deviations that do not materially alter or depart from the characteristics, terms, conditions and other requirement set forth in the Bidding Document or if it contains errors or oversights that are capable of being corrected without affecting the substance of the Bid. 32.2 Provided that a Bid is substantially responsive, the Purchaser may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify non-material non-conformities or omissions in the Bid related to documentation requirements. Requesting information or documentation on such non-conformities shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid. 32.3 Provided that a Bid is substantially responsive, the Purchaser shall rectify non-material non-conformities or omissions. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of the missing or non-conforming item or component. The adjustment shall be made using the method indicated in Section III, Evaluation and Qualification Criteria. 32.4 If small differences are found such as in technical specification, description, feature which does not make the bid to be rejected, then the

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	cost, which is calculated to the extent possible due to such differences, shall be included while evaluating bid. 32.5 If the value is found fifteen percent more than the quoted amount of the bidder on account of small differences pursuant to ITB 32.4, such bid shall be considered irresponsive in substance and shall not be considered for evaluation.
33.Correction of Arithmetical Errors	33.1 Provided that the Bid is substantially responsive, the Purchaser shall correct arithmetical errors on the following basis: a) if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected; b) if there is an error in a total corresponding to the addition or subtraction of subtqtals, the subtotals shall prevail and the total shall be corrected; and c) 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. 33.2 If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be rejected and the bid security shall be forfiteed.
34. Goods manufactured in Nepal to be procured	34.1 If the price of goods manufactured in Nepal, are higher up to fifteen percent than that of manufactured in foreign countries, the goods manufactured in Nepal shall be prefered in the evaluation of the Bids. 34.2 for granting such preference pursuant to 34.1, the bidder must submit the country of origin issued by competent authority stating that the value added of the goods in Nepal is more that 30 percent. 34.3 In case of granting preference, the bid shall be compared (for bid comparison only) by adding an amount equal to 15 percent of the bid price of the such Goods manufactured in Nepal to the bid price of Goods manufacture outside Nepal and lowest evaluated bid shall be determined.
35.Evaluation and Comparison of Bids	35.1 The Purchaser shall evaluate and compare each Bid that has been determined, up to this stage of the evaluation, to be substantially responsive. 35.2 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.

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	35.3 In Case, a corruption case is being filed to Court against the Natural Person or Board of Director of the firm/institution /company or any partner of JV, such Natural Person or Board of Director of the firm/institution /company or any partner of JV such bidder's bid shall be excluded from the evaluation, if public entity receives instruction from Government of Nepal.
36.Post-qualification of the Bidder	36.1 The Purchaser shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated and substantially responsive Bid is qualified to perform the Contract satisfactorily. 36.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 19. 36.3 An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the Bid, in which event the Purchaser shall proceed to the next lowest evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.
37.Purchaser's Right to Accept Any Bid, and to Reject Any or All Bids	37.1 The Purchaser reserves the right to accept or reject any Bid, and to cancel the bidding process and reject all Bids at any time prior to Contract award, without thereby incurring any liability to the Bidders.

F. Award of Contract

38.Award Criteria	38.1 The Purchaser shall select to award the Contract to the Bidder whose offer has been determined to be the lowest evaluated Bid and is substantially responsive to the Bidding Document, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.
39.Purchaser's Right to Vary Quantities at Time of Award	39.1 At the time the Contract is awarded, the Purchaser reserves the right to increase or decrease the quantity of Goods and Related Services originally specified in Section V, Schedule of Requirements, provided this does not exceed the percentages ***indicated in the BDS***, and without any change in the unit prices or other terms and conditions of the Bid and the Bidding Document.
40.Notification of Intention to Award	40.1 The Purchaser shall notify the concerned Bidder whose bid has been selected in accordance with ITB 38.1 within seven days of the selection of the bid, in writing that the Purchaser has intention to accept 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. 40.2 If no bidder submits an application pursuant to ITB 43.1 within a period of seven days of providing the notice under ITB 40.1 the Purchaser shall

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	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. 40.3 In Case, a corruption case is being filed to Court against the Natural Person or Board of Director of the firm/institution /company or any partner of JV, such Natural Person or Board of Director of the firm/institution /company or any partner of JV such bidder's bid shall be excluded from the evaluation, if public entity receives instruction from Government of Nepal.
41.Performance Security	41.1 Within fifteen (15) days of the receipt of notification of award from the Purchaser, the successful Bidder shall furnish the Performance Security in accordance with the GCC, using for that purpose the Performance Security Form included in Section VIII, Contract Forms, or another form acceptable to the Purchaser. i) If bid price of the bidder selected for acceptance is up to 15 (fifteen) percent less than the approved cost estimate, the performance security amount shall be 5 (five) percent of the bid price. ii) For the bid price of the bidder selected for acceptance is more than 15 (fifteen) percent below of the cost estimate, the performance security amount shall be determined as follows: **Performance Security Amount = [(0.85 x Cost Estimate –Bid Price) x 0.5] + 5% of Bid Price.** The Bid Price and Cost Estimate shall be exclusive of Value Added Tax.
	41.2 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 and black listing. 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.
42. Signing of Contract	42.1 The successful Bidder shall sign the contract in the form included in section VIII after the submission of performance security in accordance with ITB 41. 42.2 At the same time, the Purchaser shall also notify all other Bidders of the results of the bidding, and shall publish in an English/Nepali language newspaper or well-known and freely accessible website the results identifying the bid and lot numbers and the following information: (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

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	of the winning Bidder, and the Price it offered, as well as the duration and summary scope of the Contract awarded.
43.Complaint and Review	43.1 If a Bidder dissatisfies with the Procurement proceedings or the decision made by the Purchaser in the intention to award the Contract, it may file an application to the Chief of the concerning Public Entity of the Purchaser within seven (7) days of having, receipt of such notice or decision making, for review of the proceedings stating the factual and legal grounds. 43.2 An application filed after the deadline pursuant ITB 43.1 shall not be processed. 43.3 The chief of Public Entity of the Purchaser shall, within five (5) days after receiving the application, give its decision with reasons, in writing pursuant to ITB 43.1: (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. No application can be submitted before the Review Committee for review against the decision made by the chief of the Public Entity for the Bid amount up to the value ***as stated in BDS***. 43.4 If the Bidder is not satisfied with the decision of the Public Entity in accordance with ITB 43.3, or the decision by the Public Entity is not given within five (5) days of receipt of application pursuant to ITB 43.1, it can, within seven (7) days of receipt of such decision, file an application to the Review Committee of the GoN, stating the reason of its disagreement on the decision of the chief of Public Entity and furnishing the relevant documents, provided that its Bid amount is above the amount as stated in ITB 43.3. The application may be sent by hand, or by post, or by courier, or by electronic media at the risk of the Bidder itself. 43.5 Late application filed after the deadline pursuant to ITB 43.4 shall not be processed. 43.6 Within three (3) days of the receipt of application from the Bidder, pursuant to ITB 43.4, the Review Committee shall notify the concerning Public Entity of the Purchaser to furnish its procurement proceedings and comments on the issue, pursuant to ITB 43.3. 43.7 Within three (3) days of receipt of the notification pursuant to ITB 43.6, the Public Entity shall furnish the copy of the related documents along with its comment or reaction of complaint to the Review Committee.

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	43.8 The Review Committee, after inquiring from the Bidder and the Public Entity, if needed, shall give its decision within one (1) month after receiving the application filed by the Bidder, pursuant to ITB 43.4. 43.9 The Bidder, filing application pursuant to ITB 43.4, shall have to furnish a cash amount or Bank guarantee ***as stated in BDS*** with the validity period of at least ninety (90) days from the date of the filing of application pursuant to ITB 43.4. Application filed without furnishing the security deposit shall not be processed. 43.10 If the claim made by the Bidder pursuant to ITB 43.4 is justified, the Review Committee shall have to return the security deposit to the applicant, pursuant to ITB 43.9, within seven (7) days of such decision made. 43.11 If the claim made by the Bidder pursuant to ITB 43.4 is rejected by the Review Committee, the security deposit submitted by the Bidder pursuant to ITB 43.9 shall be forfeited.
44. Publication of contract award notice	44.1 Within three days of contract signing, the Public Entity shall publish a notice on the contract award with following information:in its notice board as well as shall manage to publish the notice on the notice board of District Coordination Committee, District Administration Office, Provincial Treasury and Controller Office and District Treasury and Controller Office., Such notice shall also be posted in its website and PPMO's website. a. name of the procurement, b. IFB number, c. date and name of newspaper published the IFB notice, d. name of the successful Bidder, and the contract price. 44.2 The Purchaser shall promptly respond in writing to any unsuccessful Bidder who, within thirty days from the date of publication of contract award notice in accordance with ITB 44.1, requests in writing the grounds on which its bid was not selected.
45.Provision of PPA and PPR	45.1 If any provision of this document are inconsistent with Public Procurement Act (PPA), 2063 or Public Procurement Regulations (PPR), 2064, the provision of this documents shall be void to the extent of such inconsistency and the provision of PPA and PPR shall prevail.

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कार्यपालिकारी अधिकारी
भण्डारा, भण्डारा
महाराष्ट्र प्रदेश

SECTION-II

Bid Data Sheet

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A. Introduction

ITB 1.1	Name of the Purchaser: Rapti Municipality Office, Chitwan
ITB 1.1	Identification number of the Contract : RM/04/Vechicles/080/081
ITB 2.1	Source of Fund:Government Budget
ITB 4.1	Bidders from the following countries are not eligible: NA
ITB 4.9	The foreign Bidder at the time of bid submission shall submit: . Shall declare to submit at the time of contract agreement: .
ITB 5.1	Goods and related services to be supplied from following countries are not eligible: NA

B. Bidding Document

ITB 8.1	For clarification purposes only, the Purchaser's address is: Attention: Shailendra Bhandari Address: Chitwan Chitwan Bagmati Province Bharatpur Designation: CAO Telephone: 9855043111 Facsimile Number: Electronic Mail Address: cao@raptimun.gov.np
ITB 8.2	Pre-Bid meeting shall be organized. Date and Time: 05-06-2024 11:00 Place: Rapti Municipality Office, Chitwan Chitwan Bharatpur, Chitwan Bagmati Province Nepal

C. Preparation of Bids

ITB 11.1	The language of the bid is: English / Nepali
ITB 12.1 (h)	The Bidder shall submit the following additional document with its Bid: (i) Manufacturer's Authorization

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<table>
<tr><td>ITB 14.1</td><td>Alternative Bids are not Permitted</td></tr>
<tr><td>ITB 15.3</td><td>The prices quoted by the bider shall not be adjustable</td></tr>
<tr><td>ITB 17.1
(c)</td><td>The Bidders shall submit:

Copy of Firm Registration Certificate
Copy of Business Registration Certificate(if Required)
Copy of VAT and PAN Registration Certificate,
Tax Clearance Certificate/Tax return submission evidence/evidence of time extension for the F/Y 2079/80 (Only for domestic bidders)..</td></tr>
<tr><td>ITB 19.2</td><td>A Manufacturer's Authorization letter is required for all the items listed in Section V Schedule of Requirements</td></tr>
<tr><td>ITB 19.3</td><td>The Bidder is not required to include with its bid, evidence that it will be represented by an Agent in Nepal.</td></tr>
<tr><td>ITB 20.1</td><td>The Bid Validity Period Shall be 90 days</td></tr>
<tr><td>ITB 21.1</td><td>The bid must be accompanied by bid security, amounting to a minimum of NRs 200000.00 which shall be valid for minimum 30 days beyond the bid validity period90 days after bid opening date
<table>
<tr><th>Sl. No.</th><th>Lot Name</th><th>Bid Security</th></tr>
<tr><td>1</td><td>Supply of firefighter as per technical Specification</td><td>200000.00</td></tr>
</table></td></tr>
<tr><td>ITB 21.2</td><td>If the Bidder wishes to submit the Bid Security in the form of cash, the cash should be deposited in

Bank Name: NIC Asia Bank Ltd.
Bank Address: Bhandara
Account Name: Rapti Municipality Office, Chitwan
Account Number: 09841500194410O7
and submit the receipt of the deposited amount of cash along with the bid or if the Bidder wishes to submit the Bid Security in the form of unconditional bank guarantee, the bidder should submit the original copy of the guarantee along with the bid</td></tr>
<tr><td>ITB 22.1</td><td>The written confirmation of Authorization to sign on behalf of the Bidder shall consist of: Power of Attorney to sign the bid</td></tr>
<tr><td colspan="2">D. Submission and Opening of Bids</td></tr>
<tr><td>ITB 23.1</td><td>Bidders shall have the option of submitting their bids by electronic only.</td></tr>
</table>

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ITB 23.1	If the bidders shall have electronically option then (a) If bidders submit their bids electronically, the electronic bidding submission procedures shall be: Bidders submitting Bids electronically shall follow the electronic bid submission procedure specified in this clause. i. The bidder is required to register in the e-GP system https://www.[illegible].gov.np/egp following the procedure specified in e-GP guideline. ii. Interested bidders may either purchase the bidding document from the Purchaser's office as specified in the Invitation for Bid (IFB) or bidders may download the IFB and bidding document from e-GP system. iii. The registered bidders need to maintain their profile data required during preparation of bids. iv. In order to submit their bids the cost of the bidding document can be deposited as specified in IFB. In addition, electronic scanned copy (.pdf format) of the bank deposit voucher/cash receipt should also be submitted along with the technical bid. v. The bidder can prepare their bids using data and documents maintained in bidder's profile and forms/format provided in bidding document by Purchaser. The bidder may submit bids as a single entity or as a joint venture. The bidder submitting bid in joint venture shall have to upload joint venture agreement along with partner(s) Bolpatra ID provided during bidder's registration. vi. Bidders (all partners in case of JV) should update their profile data and documents required during preparation and submission of their technical bids. vii. In case of bid submission in JV, the consent of the partners shall be obtained through the confirmation link sent to the registered email address and the partners shall have to acknowledge their confirmation.
ITB 23.1	The required forms and documents shall be part of bids: 1. Letter of Bid (Mandatory) 2.Bid Security (Mandatory) 3. Company registration (Mandatory) 4. VAT registration (Mandatory for domestic bidders) 5. Business Registration Certificate (if required,Mandatory) 6. Tax clearances certificate or evidence of tax return submission or extension of time (Mandatory for domestic bidders) 7. Power of Attorney of Bid signatory (Mandatory) 8. Bank Voucher for cost of bid document (Mandatory) 9. Joint venture agreement (Mandatory in case of JV Bid) 10. Completed Price Schedule (Mandatory) 11. Qualification Documents (Mandatory) 12. Technical specifications 13. Delivery and Completion Schedule (Mandatory) 14. Additional Documents specified in ITB 12.1 (h) (If applicable)
ITB 23.1	Note: The documents specified as "Mandatory" should be included in e-submission and non-submission of the documents shall be considered as non-responsive bid. viii. For verifying the authentic user, the system will send one time password (OTP) in the registered e-mail address of the bidder. System will validate the OTP and allow bidder to submit their bid. ix. Electronically submitted bids can be modified and/or withdrawn through system. The bidder may modify their bids multiple times online within bid submission date and time specified in e-GP system. Once a Bid is withdrawn, bidder won't be able to submit another bid response for the same bid. x. The Bidder / Bid shall meet the following requirements and conditions for e-submission of bids: aa) The e-submitted bids must be readable through PDF reader. bb) The facility for submission of bid electronically through e-submission is to promote transparency, non-discrimination, equality of access, and open competition in the bidding process. The Bidders are fully responsible to use the e-submission facility properly in e-GP system as per specified procedures and in no case the Purchaser shall be held liable for Bidder's inability to use this facility. cc) When a bidder submits electronic bid through the PPMO e-GP portal, it is assumed that the bidder has prepared the bid by studying and examining the complete set of the Bidding documents including specifications, drawings and conditions of contract.
ITB 24.1	For bid submission purposes only, the Purchaser's address is : Rapti Municipality Office, Chitwan Chitwan Bharatpur, Chitwan Bagmati Province Nepal
ITB 24.1	The deadline for bid submission is: Date:12-06-2024 12:00 hours.
ITB 24.1	If the last date of purchasing, submission and opening of Bid falls on a government holiday then the next working day shall be considered as the last day without any change in the time and place as fixed.
ITB 27.1	The bid opening shall take place at: Date: 12-06-2024 13:00 Address:Rapti Municipality Office, ChitwanChitwanBharatpur, ChitwanBagmati ProvinceNepal

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	If electronic bid submission is permitted in accordance with ITB 23.1, the specific bid opening procedures shall be: The e-procurement system allows the Purchaser to download the e-submitted bid files (report) only after bid opening date and time after login simultaneously by two members of the Bid opening committee.
	E. Evaluation and Comparison of Bids
ITB 39.1	The maximum percentage by which quantities may be increased is: 15% The maximum percentage by which quantities may be decreased is: 15%
ITB 43.3	No application can be submitted before the Review Committee for review against the decision made by the chief of the Public Entity for the bid amount less than the value of Twenty Million (NRs. 20,000,000).
ITB 43.9	The Bidder, filing application pursuant to ITB 43.4, shall have to furnish a cash amount or Bank guarantee equal to 1 % of its bid price.

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Evaluation and Qualification Criteria

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1 Evaluation Criteria

1.1 Reduction in Bid Price

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

1.2 Operating & Minimum Cost

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.

1.3 Technical Specification

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

1.4 Delivery Schedule

Relevant parameters of delivery :
(i) Earliest:.....
(ii) Acceptable:.....
(iii) Final:.....
[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"

2 Qualifications

2.1 Size of Operation

The average annual turnover during the last .....(insert required .....year ? years3) years should be NRs ..... [Insert required amount which shall be in between 50% and 100% of the cost estimate]. [In case of JV, at least one partner must meet the 40 percent of the total requirement, other partners must meet at least 25 percent of the total requirement and all partners combined must meet the total requirement.] Note3: if average annual turnover is required as qualification criteria the public entity may ask for the average annual turnover normally not exceeding for three years.

2.2 Contractual Experience

The Bidder shall have a minimum of last .....(Insert..... year ? years1)years overall experience in the supply of Goods and related services. [In case of JV, at least one partner must meet the requirement] Note1: if overall experience is required as qualification criteria the public entity may ask for the overall experience normally not exceeding for three years.

2.3 Technical Experience

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The Bidder shall have a minimum of last .....(insert.....year ? years2) years specific experience in the supply of similar Goods and related services of nature, quantity and of contract amount to government enterprises or private institutions. [In case of JV, at least one partner must meet the requirement] Note2: if specific experience is required as qualification criteria the public entity may ask for the specific experience normally not exceeding for two years.

2.4 Production Capacity

The minimum production capacity or the availability of the goods is/are.....

2.5 Financial Performance

Bidder's net worth of fiscal year.....[insert last fiscal year] calculated as the difference between total assets and total liabilities should be positive. [In case of JV, all partners must meet the requirement]

2.6 Cash Flow Capacity

The minimum amount of credit facility NRs.....[Insert required amount which shall be in between 80% and 100% of the cost estimate]. [In case of JV, at least one partner must meet the requirement]

2.7 Litigation History

All pending claims, arbitration, or other litigation shall represent in total not more than 50 (fifty) percent of the Bidder's net worth. [In case of JV, all partners must meet the requirement]

2.8 Latest and current production

The offered goods/equipment shall be latest and in current production for a minimum of .....[Insert number] years. If the offered model is a new, the manufacturer must have experience in producing the similar model for a minimum of ..... [Insert number] years.

2.9 List of users who had purchased same/similar goods/equipment

The bidder shall furnish a list of users who had purchased same/similar goods/equipment in last .....[Insert number] 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.

2.10 Minimum Supply value of goods under single contract

The minimum supply value of goods under a single contract within the last three years should be NRs.....[Insert 50 to 80 percent of the cost estimate] or The minimum supply value of goods under two contracts within the last three years should be NRs.....[Insert 80 to 100 percent of the cost estimate]. [In case of JV, at least one partner must meet the requirement]

2.11 For complex & exception nature of Procurement

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,

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2.12 Inspection of Goods

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.

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Section IV. Bidding Forms

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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 ..... [***Insert 90 or 120***] 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 as specified in ITB 41 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) 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

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_____	_____	_____	_____
_____	_____	_____	_____

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

(i) 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.

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

(k) We declare that, we have not been black listed as per ITB 3.4 and no conflict of interest in the proposed procurement proceedings and we have not been punished for an offense relating to the concerned profession or business.

(l) 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 _____

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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]*

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:	

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3. Joint Venture Information Form

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

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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).

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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 ..... Years	
Year	**Amount (in NRs)**
Average Annual Turnover	

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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 : If Bidder's proposed source of financing is Line of Credits, the letter from the Bank must be in the prescribed format and stated details/terms and conditions as per the Bid Forms "Letter of Commitment for Bank's Undertaking for Line of Credit"

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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

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8. Specific Experience Form

Bidder's Legal Name: _____ Date: _____

IFB No.:

Page _____ of _____ pages

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

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

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Price Schedule For Goods

Name of Bidder _____ Invitation for Bid No.:_____

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

[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 the cost of goods, other taxes already paid or payable on the components and raw material used in the manufacture or assembly of the item, the customs duties, transportation cost up to final delivery, insurance cost, unloading, and any other cost for (incidental) services, if any, related to the delivery of goods. All risks and responsibilities up to the final destination including installation and commissioning of Goods, if applicable, shall be borne by the Supplier.

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Bid Security

[This is the format for the Bid Security to be issued on the letterhead by a Commercial Bank or Financial Institution eligible to issue Bank Guarantee as per prevailing Law 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 or modifies its Bid:

i) during the period of bid validity specified by the Bidder on the Letter of Bid, in case of electronic submission

(ii) from the period twenty-four hours prior to bid submission deadline up to the period of bid validity specified by the Bidder on the Letter of Bid, in case of hard copy submission; or

(b) does not accept the correction of errors in accordance with the Instructions to Bidders (hereinafter "the ITB"); or

(c) changes the prices or substance of the bid while providing information pursuant to clause 29.1 of ITB; or

(d) 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 Agreement, or (ii) fails or refuses to furnish the performance security, in accordance with the ITB.

(e) is involved in fraud and corruption 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]***.

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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 _____

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Letter of Commitment for Bank's Undertaking for Line of Credit

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

(On Letter head of the commercial bank or Financial Institution)

Invitation for Bids No: Date:

Contract No:

Name of Contract :

To:

[Name and address of the Procuring Entity]

CREDIT COMMITTMENT No: [*insert number*]

We have been informed that *[name of Bidder]* (hereinafter called "the Bidder") intends to submit to you its Bid (hereinafter called "the Bid") for the execution of the Contract of ***[description of Contract]*** under the above Invitation for Bids (hereinafter called "the IFB").

Furthermore, we understand that, according to your conditions, the Bidder's Financial Capacity i.e. Liquid Asset must be substantiated by a Letter of Commitment of Bank's Undertaking for Line of Credit.

At the request of, and arrangement with, the Bidder, we *[name and address of the Bank]* do hereby agree and undertake that [*name and address of the Bidder*] will be provided by us with a revolving line of credit, in case awarded the Contract, for execution of the Contract viz. [*insert name of the Contract*], for an amount not less than NRs .....[*in figure*] (*in words*) for the sole purpose of the execution of the above Contract. This Revolving Line of Credit will be maintained by us until ***[Insert "Initial Contract Period"]*** months by the Procuring Entity.

In witness whereof, authorised representative of the Bank has hereunto signed and sealed this Letter of Commitment.

Signature Signature

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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 __

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Price Adjustment : Table A - Local Currency

NA

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Price Schedule For Goods

1 Machinery equipment appliances apparatus and associated products						
Procument Item Details						
SL. No	Item Description	Country of Origin	Quantity	Unit price (in NRs)		Total price (in NRs)
				In Figure	In Words	
1	Supply of Firefighter As per Technical Specification		1.0			

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Schedule of Requirement

1. List of Goods and Related Services

2. Delivery and Completion Schedule

3. Technical Specifications

4. Drawing

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1. 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.

1 Machinery equipment appliances apparatus and associated products			
Procument Item Details			
SL. No	Item Description	Unit of Measurement	Quantity
1	Supply of Firefighter As per Technical Specification	NO	1.0

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1. 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.

1 Machinery equipment appliances apparatus and associated products			
Procument Item Details			
SL. No	Item Description	Unit of Measurement	Quantity
1	Supply of Firefighter As per Technical Specification	NO	1.0

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2. Delivery and Completion Schedule

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

1 Machinery equipment appliances apparatus and associated products					
SL. No	Description of Goods	Final Destination	Earliest Delivery Date	Acceptable Delivery Date	Bidder's offered Delivery date
1	Supply of Firefighter As per Technical Specification	4 month After Agreemnt	2 Months	4 Months	

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3. Technical Specifications

The purpose of the Technical Specifications (TS) is to define the technical characteristics of the Goods and Related Services required by the Purchaser. The TS, as a part of the schedule of Requirements (SR), constitute a Contract document and are, therefore, a part of the Contract. The Purchaser must prepare the TS and include them as a part of the Procurement Document, as applicable to each Contract

1 Machinery equipment appliances apparatus and associated products				
Sl. No.	Description of Goods	Particulars	Requirements	Bidder's Offer
1	Supply of Firefighter As per Technical Specification	As per Attached Technical Specification	As per Attached Technical Specification	

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4. Drawings

The purpose of drawings is to specify locations, dimensions, materials to be used, stages of manufacturing, and other characteristics of the Goods and Related Services. The Purchaser should prepare such drawings, as needed, and include them in the Procurement Document. Such drawings, as part of the SR, are Contract documents and, therefore, shall be part of the Contract. Similarly, the Purchaser may request the Supplier to provide drawings either with its Bid or for approval during Contract execution.It is essential that the Purchaser prepares a List of Drawings showing all drawings it supplied and issued as part of the Procurement Document.

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4. Drawings

ne purpose of drawings is to specify locations, dimensions, materials to be used, stages of manufacturing, and other characteristics of the oods and Related Services. The Purchaser should prepare such drawings, as needed, and include them in the Procurement Document. uch drawings, as part of the SR, are Contract documents and, therefore, shall be part of the Contract. Similarly, the Purchaser may quest the Supplier to provide drawings either with its Bid or for approval during Contract execution.It is essential that the Purchaser epares a List of Drawings showing all drawings it supplied and issued as part of the Procurement Document.

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Rapti Municipality
Office of the Municipal Executive
Hardu, Bhandara, Chitwan
Bagmati Province, Nepal
207

Technical Specifications

Fighting Fire Vehicle of 5000-liter water tank with 500-liter Foam Tank

1. Unit

S.N.	CRITERIA	REQUIREMENT	OFFERED SPECIFICATION
1	General	The Fire fighting vehicle of capacity 5000 **liters water tank and 500-liter foam tank capacity** water tender as per IS: 950 or equivalent shall be designed and manufacture. All material used in fabrication construction of the vehicle shall be new as per international standard.**it should be equipped with four-wheel drive (4WD)** capabilities. With 4x4 functionality, the vehicle can navigate through challenging environments commonly encountered during fire emergencies, enabling firefighters to access remote locations swiftly and effectively combat fires in any terrain without compromising mobility or performance. Equipment should be make 2024.	Make: Model: Mfg. year: - Country of Origin:
2	Engine	Turbocharged intercooled diesel Engine with **Maximum rated power output not less than (150 HP) at governed RPM with torque not less than 490NM @ Governed RPM**, engine fully equipped with accessories for efficient full load operation of the vehicle at operating conditions. The Engine shall be fully equipped with all necessary items/ accessories and controlling devices for safe, smooth, efficient, economical operation and optimizing vehicle performance producing lesser amount of pollutant emission.	Make: Model: Mfg. year:- Country of Origin:
3	Water Tank	Water tank shall be not less than 5000 **liters water and 500 liter foam tank capacity** suitably mounted on the chassis after the cabin so as allow full contents to flow to the pump. The tank shall be fabricated with MS plate having bottom sheet not less than 5 mm thickness and other sheet of minimum 4 mm thickness suitably epoxy coated from inside. The tank shall be of sound welded construction & shall be fitted with suitable baffle plates not less than 3 mm thickness. An inspection hole of not less than 450 mm size shall be provided on top and other necessary arrangement as per standards.	
4	Pump	Centrifugal single stage or equivalent Fire Pump capable of delivering water not less than 1800 LPM at discharge pressure of 1 Mpa & suction lift of 3 Mtrs. The maximum vacuum	

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		pressure of the pump shall be ≥ 80 KPa. The suction inlet shall min. 100 mm round threaded type & min. 2*60 mm delivery outlets with GM/push down type valves having female instantaneous coupling. The pump shall be rear mounted for ensuring max. Hydraulic efficiency when working from open water (With output – 1800 LPM at 7kg/cm² and 200 LPM @ 20 Kg/cm². Deep lift test of the pump from 3.0 Mtrs (after considering the allowances as per IS-950-1980 or equivalent, 15 to 18 sec). The pump shaft and wiring rings should be made of stainless steel. The bearing should be made of C.I. All studs/bolts coming in contact with water should be stainless steel.	
5	Primer	At normal temperature and pressure conditions (NTP) this type of at its recommended optimum speed (2000 to 2400) should prime the pump from: 3.0 mtrs ..... Within 15 seconds to 18 seconds 7.0 mtrs..... Within 24 seconds to 30 seconds The pump should attain dry vacuum 640 mm of hg. The primer should disengage automatically at a pump pressure of 1.5 to 2.0 kg/cm2 bar. (Primer should be automatically engaged and disengaged) self-priming.	
6	Cooling System	Indirect cooling system of open circuit type consisting of special heat exchanger shall be provided to the vehicle to enable full power outlet to be maintained during pumping without overheating and hot water is discharged to waste.	
7	Power Take Off (PTO)	The Power Take Off would be heavy duty indigenous origin of VAS Make Model V3N or equivalent Mechanically & Pneumatically controlled having ratio 1:1.48 and the lever for engaging the power take off shall be provided in the Driver's cabin.	
8	Monitor	**One water cum Foam Monitor of 1400LPM @governed pressure** capacity will be provided on top of the tender in such a manner that a member of fire crew can operate it mutually. The monitor will be capable of traversing through 360° in a horizontal plane. Elevating from horizontal to 45° & depressing from horizontal to not less than 15° and **will be capable of projecting the**	

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		foam discharge to an effective to an effective distance of not less than 35 mtrs. in still air when operated at the design pressure.	
9	Chassis	The tender shall be fabricated on truck/tipper chassis of appropriate size. Drag hook or eye of adequate strength shall be provided at the rear and front.	
10	Hose Real	2 Nos At least 60 m X 19 mm hose shall be provided near the control panel.	
11	Ladder Gallows	Gallows to carry 7.5 mtrs. Extension ladder would be provided on the appliance.	
12	Dry Chemical Powder	2 X 25 kg. each DCP cylinders with Hose Reel shall be provided.	
13	Stability	Fully laden vehicle shall be tested for stability test at 27.5 degree and the vehicle shall not topple down. Gradient test shall be carried out at 1:4.	
14	Control Panel & Instruments	Analog Control Panel with pressure gauge, compound gauge, water tank level, foam tank level, glass tube type The priming system should be fully automatic in action and require no attention whatsoever from the pump operator other than throttling the engine once the pressure is achieved even at engine idling speeds.	
15	Gradibilaty	**Not less than 21 %**	
16	GVW	Not less than 14000kg Chassis wheelbase not less than 3800mm	
17	Ground Clearance	**Minimum 200 mm**	
18	Cab	The front compartment of driver's cabin shall all steel construction with insulated roof, right hand drive, laminated glass windscreen, wipers, glass windows on doors, and shall be provided with two independent foam cushioned seated for driver and an officer. Driver's seat shall be adjustable. Rear compartment should be provided with fixed cushioned seat for at least 5 crew men.	
19	Essential Accessories	The following accessories shall be supplied / fitted on the appliance. • Head light, tail and rear light and turn signals • Cabin lights • Spare wheel with tire and tube • Fog light at front • Fire Bell Additional equipments/Accessories as per **Accessories/Equipments List.**	
20	Clutch	Heavy duty disc type or equivalent standard type clutch	
21	Transmission	Manual shift at least Five forward and **one** reverse.All	

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		forward synchromesh.	
22	Emission Standard	**The Emission Standard of the vehicle should comply with the Vehicle Mass Emission Standard of Nepal.**	
23	Suspension	Semi-elliptical Multi Leaf springs at front and rear or equivalent standard suspension.	
24	Tires	Standard Size.	
25	Steering	Power Steering /power assisted	
26	Brakes	Full Air S- Cam Brake or equivalent standard brake.ABS will preferred.	
27	Color	Painted in fire red with proper under coating as per international standards	
28	Axles	Front: Heavy or equivalent Rear: Single reduction Extra Heavy Duty Or equivalent standard axles	
29	Instructions	All signs and instructions in the equipment shall be in English	
30	Manuals	One copy of the Operator's and Owner's Instructions and Maintenance manual in English shall be supplied with each equipment/vehicle	
31	Proven performance	The tender offered shall be a current model under standard production by the manufacturer for at least one year.	
32	Warranty	Manufacturer shall provide a minimum of **one year** warranty after acceptance.	
33	Related Service	The supplier shall arrange and conduct training by the experts engineers(who possesses adequate knowledge and skills acquired through involvement in or exposure under manufactures authorized company with the supplied equipment) for one concerned engineer/operator of Rapti municipality, Chitwan,Bhandara and one concerned engineer/operator for the department in operation.The training Content should cover all necessary topics in operation, repair/maintenance both in theoretical and practical aspects essential to optimum use and proper repair/ maintenance of the supplied equipment that must include but not limited to following topics 1. General introduction and machine failure 2. Familiarization with components 3. Operation system and safety features 4. Servicing/schedule maintenance 5. Engine system 6. Power train system	

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		7. Hydraulic system 8. Brakes system 9. Cooling system 10. Electric and control system 11. Trouble shooting and diagnosis	
34	Authorization	**Authorization letter from Manufacturers company is compulsory. The Bidder Must submit Manufactures Authorization letter for Chassis, Fabricator, while submitting the bid.**	
35	After sales Service	**The Bidder must have at least own one service center in Nepal for spare parts and service maintenance, bidder must submit related document while submitting the bid,**	
36	Delivery	**1 Unit Fire Fighting Vehicle of 5000-liter water tank with 500-liter Foam tank with accessories shall be delivered to Rapti municipality, Bhandara, Chitwan**	

Note:

The major items are indicated by bold and highlighted letters/alphabets/figures in the technical specifications. Non-compliance of these major items will result in non-responsiveness of the bid offered.

Er Prem Prasad Sapkota. **Date:- 2080/12/25**

NEC Regd No:- 2854

Mechanical engineer

Category :- A

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ACCESSORIES / EQUIPMENT LIST

S. No.	Description	Unit	Qty	*Comply/Non-Comply*	Remarks
1.	Extension Ladder minimum 8M(Trussed type double extension)	No	1		
2.	Armored Rubber Suction Hoses Min. 100mm dia. 2.5 Meters Length fitted with round threaded male and female coupling Heavy duty, made of copper alloy of 100mm size.	Nos.	4		
3.	Non-Percolating Min. 63mm × 15 meters flexible firefighting delivery hose of three layered synthetic jacketed, with elastomeric outer covering, resistant to liquids, chemicals, acids alkalis, solvents, abrasions & hear, having 42kg/cm^2 burst pressure and bonded with gun metal ISI or equivalent Marked & MMD or equivalent approved instantaneous male and female coupling	Nos.	10		
4.	Suction Metal Strainer Min. 100mm size	Nos.	1		
5.	Basket Strainer at least 100mm size cylindrical	No.	1		
6.	Dividing Breaching with Control Valve made of light alloy	No.	1		
7.	Collecting Breaching –Min 63mm size made of light alloy	No.	1		
8.	Suction wrenches for min. 100mm suction couplings Universal types	Pair	1		
9.	Long line 50 mm circumference 30 meters long each	Length	1		
10.	Short line 50mm circumference 15 m long	Length	1		
11.	Hose Bandages rubberized	Nos.	20		
12.	Hose Clamps	Nos.	20		
13.	Hydrant Valve Key and Bar	Set	1		
14	Fog Nozzle made of gunmetal with extension applicator with fog head	No.	1		
15	Gunmetal nozzle if sizes Min. 12 mm, 16mm, 20mm, 25 mm and 32 mm (one each)	Nos.	5		
	Adaptor for 100mm suction female screw coupling and 63 mm male instantaneous	Nos.	2		

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	Adaptor double female instantaneous patter 63 mm	Nos.	2		
	Adaptor double male instantaneous patter 63mm	Nos.	2		
16	Nozzle spanner	Nos.	2		
17	Hydrant Standpipe two ways	No.	1		
18	Fully imported Self-contained Breathing Apparatus Set, with fixed bag plate and fully vision CBRN or equivalent face mask **as per Annex-2.**	No.	1set		
19	First Aid Box of 12 Person	No.	1		
20	Asbestos gauntlets (in case)	No.	1		
21	Axe-Large	No.	1		
22	Spade	No.	1		
23	Pickaxe	No.	1		
24	Crowbar	No.	1		
25	Sledgehammer	No.	1		
26	Carpenter s saw	No.	1		
27	Minimum 20 Ton capacity Hydraulic Jack	No.	1		
28	Fire Hook	No.	1		
29	Tool Kit	No.	1		
30	ABC Multipurpose type Fire Extinguisher, 2 kg Capacity (IS/EN/CE or equivalent)	No.	1		
31	Fire Proximity Suit Complete set as per EN469/CE Standards or equivalent.Certificate of the above standard to be submitted along with the bid.	No.	6 set		
31.A	Flash Hood: flash Hood with EN 11612 or equivalent standard make should be provided	**Nos**	**6**		
31.B	Fire fighters Boot:The footwear shall meet the requirements of EN 15090 or equivalent of equipment, whereby the temperature increase on the upper surface of the shall not be greater than 22°C.	**Nos**	**6**		
31.C	Fire fighters Hand Gloves: The protection gloves for firefighters shall meet the requirements of EN 659:2003 or equivalent.	**Nos**	**6**		
31.D	Fire fighters Helmet: The fire fighters Helmet with face shield should meet the requirements of EN 14458 or equivalent (for helmet) and EN 443or equivalent (for face shield). The material should contain high temperature polyamide, shock absorbing padding: polyurethane with wool/aramid layer.	**Nos**	**6**		
31.E	Fire Man safety Harness: Fire Man safety Harness should be supplied of standard make.	Nos	6		
32	**Portable fire fighting pump as per annexure -1**	**Nos**	**1**		
33	Hand control special nozzle (standard make)	Nos	2		

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Annexure - 1

Specification of Portable Fire Fighting Pump

Required specification		Offered specification
Pump	High pressure, Air/water cooled, Gasoline/Diesel Engine Fire Fighting Pump.	Make: Model: Country of Origin:

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Engine Capacity	The engine capacity of the pump should not be less than 150 Cc	
Pump Rated performance	Minimum 525L/0.5 MPa 1 m suction head minimum 250L/0.8 MPa 3 m suction head	
Maximum Discharge	Not less than 450LPM @6 bar or at governed pressure and suction height.	
Fuel	Petrol/Diesel	
Engine	Single/multi-cylinder 2 stroke/4 stroke vertical/horizontal Gasoline or Diesel Engine.	
Engine Power	Minimum **8 HP** at governed RPM	
Priming System	Hand Priming System, capable of lifting from minimum 7 meters depth at minimum time.	
Suction	Not less than 60 mm	
Deliver Outlets	Not less than 60mm x 1with standard type valve.	
Weight	Not more than 70 kg (With Battery & Oil). Low weight preferred.	

Note:

The major items are indicated by bold and highlighted letters/alphabets/figures in the technical specifications. Non-compliance of these major items will result in non-responsiveness of the bid offered.

NEPAL ENGINEERING COUNCIL
Er. Prem Prasad Sapkota
Category - A
NEC NO. 2824 - MECHANICAL

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Annexure 2

Self-Contained Breathing Apparatus Set with Fixed Backplate and Full Vision CBRN Facemask

GENERAL REQUIREMENT

- The BA (Breathing Apparatus) Set shall be open circuit type compressed air breathing apparatus set conforming to EN 137: 2006 (Type 2) standard or equivalent and should be of light weight. It shall be of minimum 60 minutes duration at a breathing rate of 40 liters per minute.
- The BA set shall be with 9 liters/ 300 bar carbon composite lightweight cylinder. The set shall include lightweight height adjustable back plate, Padded shoulder harness and padded waist belt, light weight filled breathing air cylinder, face mask assembly, pressure reducers, lung demand valve, hoses, and pressure gauge and whistle assembly.

BACK PLATE & HARNESS

- The back plate shall be ergonomically designed and made of light weight rigid backplate material made up of glass and nylon filled carbon composite material. The backplate shall be fixed type backplate, the backplate shall incorporate a lumber pad made up of Flame-retardant cross-linked polyolefin closed cell foam covered in a Proban fabric or equivalent. The backplate shall in its design incorporate carrying handles to handle the SCBA (Self Contained Breathing Apparatus) while not in use.
- It should be orthopedically designed and chemical, heat & flame resistant, water resistant, anti-static & nonconductive and should have incorporated carrying handle.
- All securing buckles shall be of the quick release type and made up of glass filled polyamide, designed for easy accessibility and easy handling
- Quick release universal cylinder strap should be adjustable to accommodate all standard cylinder size 04 liters to 09 liters.

FACEMASK ASSEMBLY

- Positive pressure full facemask assembly shall be big facial counter with a single reflex seal, speech diaphragm, inner mask (nose cup), visor, five finger head band.
- It shall be made of best quality material like Halo-butyl material having flame resistance and high chemical resistance and requirement meeting to EN 136 Class-3 or equivalent. It shall contain CE or equivalent marking, manufacturer name/symbol, etc.
- The head harness shall be ribbed in area of buckle contact to prevent inadvertent slippage or loosening.
- The facemask visor shall have heat, scratch & impact resistance property.
- The effective field of vision shall be a minimum of 85%. The visor frame shall be held together by two screws and two nuts for quick and easy replacement of visor.

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- A speech diaphragm shall be mounted at the front of the mask to offer unimpeded speech transmission and shall include a low resistance positive pressure exhalation valve that allows for normal breathing with no extra effort.
- The mask shall be designed with separate inspiratory and expiratory paths to minimize the risk of cross contamination of second stage regulators.
- The facemask shall adapt to all facial contours and provided excellent fit factors.
- The facemask shall be designed so that air from the cylinder passes over the facemask visor prior to inhalation to prevent fogging on the inside of the visor.
- Facemask body shall have a large chin support to locate and support the chin and provide an excellent seal. The Facemask shall have a chin drain facility to drain away the sweat.
- The facemask shall have a provision to attach a communication system when required in future.
- The Facemask shall be approved to EN 136 1998 Class 3 and BS 8468-1:2006 [CBRN (Chemical, Biological, Radiological and Nuclear)] or equivalent. It shall be connected to radio communication device and should have voice amplification system.

FIRST STAGE PRESSURE REDUCER

- The first stage pressure reducer shall be on the rear, lower portion of back plate.
- The reducer shall be designed to function with 300 bar cylinders.
- High performance balanced, spring-loaded piston type, 1st stage reducer for 200/300 bar pressure cylinder shall be capable of giving flow of more than 550 lpm at cylinder pressure as low as 20 bars without any adjustment.
- It shall also have PRV (Pressure Reducing Valve) incorporated in it which shall activate in excess pressure into the reducer.
- It should have provision for secondary medium pressure connection for accessories such as airline attachment or use of others in rescue operation
- Shall have provision for fast fill for direct refilling of cylinder at the rescue site without the use of compressor.

DEMAND VALVE (SECONDSTAGE REDUCTION) & HOSES

- The Lung Demand Valve (LDV) should be of the balanced type, offering second stage pressure reduction by means of a spring-loaded piston to achieve a smooth and stable supply of air to the facemask.
- The positive pressure demand valve shall provide air, on demand to the wearer, providing peak flow in excess of 500 l/m, while maintaining a static positive pressure of 1 - 5 mbar inside the face mask.
- The demand valve shall connect to the facemask with easy bayonet mechanism
- The LDV shall be first breath activated and should start the air supply as soon as the wearer takes the first breath.
- The LDV shall be connected from the side of the facemask and shall not create any obstruction in view or while crawling,
- The LDV shall be as compact as possible to prevent any obstruction during working or create any snag hazard.

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Category "A"
NEC NO. 2054 "MECHANICAL"

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- The LDV shall contain a hands free bypass for free flow of air during heavy work or rescuing, without needing to keep one hand engaged.

PRESSURE GAUGE

- The set shall be equipped with analog pressure gauge with Polycarbonate lens and should have a luminescent dial and rubber cover.
- Low pressure warning alarm: Warning whistle should operate at 55 bar and shall have sound exceeding 85 db. The warning whistle shall be on the Pressure gauge close to the Ears.

CYLINDER CARBON COMPOSITE (60 minutes duration)

- The cylinder shall be manufactured in accordance with EN 12245 or equivalent working pressures 300 bar and 9 liters water capacity for 60 minutes duration use.
- The cylinder shall be lightweight, composite type cylinder consisting of an aluminum alloy inner shell, with a total overwrap of carbon fiber, fiberglass and an epoxy resin. Design life of cylinder shall be 15 years.
- The Cylinder shall be PESO (Petroleum and Explosive Safety Organization) approved or equivalent.

APPROVALS (TO BE SUBMITTED ALONG WITH OFFER / SUPPLY)

- EN 137: 2006 (Type 2) or equivalent approval for self-contained open circuit breathing apparatus that shall be approved as per the PPE (Personal Protective Equipment) directive.
- EN 136 class 3 and BS 8468-1 (CBRN) or equivalent for face mask.
- Cylinders shall be EN 12245 approved or equivalent, and PESO certified or equivalent along with refilling permission. Cylinder manufacturer certificate (physical, chemical, hydro test certificate) to be provided along with the Supply.
- Shall have MED (Marine Equipment Directive) Approval or equivalent.

Er. Prem Prasad Sapkota.

Nec regd no:- 2854

Mechanical engineer

Category -A

Date:- 2080/12/25

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Estimate Bill.

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गाडी / मेसिन: Fire Fighting vehicle

कार्यालय प्रयोजन

मेक / मोडल

क्र.स	विवरण	परिमाण	ईकाइ	दर	जम्मा रु.	कैफियत
१	Fire Fighting vehicle	1	Unit	80,00,000	80,00,000	
	कुल जम्मा				80,00,000	

In Words: Eighty lakhs Rupees only.(VAT not applicable)

तयार गर्ने

सदर गर्ने

NEPAL ENGINEER
Er. Prem Pd. Sapkota
Category - A
NEC NO. 2854 "MECHANICAL"

Date:- 2080/12/25

Er. Prem pd. Sapkota

NEC NO: 2854 (mechanical)

Category- 'A'

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Section VI. General Conditions of Contract

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Section VI. General Conditions of Contract

1. Definitions

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

(a) "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.

(b) "Contract Documents" means the documents listed in the Agreement, including any amendments thereto.

(c) "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.

(d) "Day" means calendar day.

(e) "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.

(f) "Completion" means the fulfillment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.

(g) "GCC" means the General Conditions of Contract.

(h) "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.

(i) "Purchaser's Country" is the country specified in the Special Conditions of Contract (SCC).

(j) "Purchaser" means the entity purchasing the Goods and Related Services, as specified in the SCC.

(k) "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.

(l) "SCC" means the Special Conditions of Contract.

(m) "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.

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(n) "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.

(o) "GoN" means the Government of Nepal.

(p) "The Site," where applicable, means the place named in the SCC.

2. Contract Documents

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

3. Fraud and Corruption

3.1 If the Purchaser determines that the Supplier has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing the Contract, then the Purchaser may, after giving 14 days notice to the Supplier, terminate the Supplier's employment under the Contract and the provisions of GCC Clause 34.1 shall apply.

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"1 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"2 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"3 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

---

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

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

3 a "party" refers to a participant in the procurement process or contract execution.

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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

(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.

3.2 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:

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

(b) 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.

4. Interpretation

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

4.2 Entire Agreement

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

4.3 Amendment

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

4.4 Nonwaiver

(a) 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.

(b) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an

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authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

4.5 Severability

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

5. Language

5.1 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.

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

6. Joint Venture, Consortium or Association

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

6.2 **The contractor shall not handover the responsibility of the contract to any one member or some members of Joint Venture or any other parties, not involved in the contract.**

7. Notices

7.1 Any Notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the SCC. The term "in writing" means communicated in written form with proof of receipt.

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

8. Governing Law

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

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9. Settlement of Disputes	9.1 The Purchaser and the Supplier shall make every effort to settle amicably by direct negotiation any disagreement or dispute arising between them under or in connection with the Contract.
	9.2 Any dispute between the Parties as to matters arising pursuant to this Contract which cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be referred to Arbitration within 30 days after the expiration of amicable settlement period as specified in SCC.
10. Scope of Supply	10.1 Subject to the SCC, the Goods and Related Services to be supplied shall be as specified in Section V, Schedule of Requirements.
	10.2 Unless otherwise stipulated in the Contract, the Scope of Supply shall include all such items not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining Delivery and Completion of the Goods and Related Services as if such items were expressly mentioned in the Contract.
11. Delivery	11.1 Subject to GCC Sub-Clause 31.1, the Delivery of the Goods and Completion of the Related Services shall be in accordance with the Delivery and Completion Schedule specified in the Section V, Schedule of Requirements. The details of documents to be furnished by the Supplier are specified in the SCC.
12. Supplier's Responsibilities	12.1 The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with GCC Clause 10, and the Delivery and Completion Schedule, as per GCC Clause 11.
13. Purchaser's Responsibilities	13.1 Whenever the supply of Goods and Related Services requires that the Supplier obtain permits, approvals, and import and other licenses from public authorities in Nepal, the Purchaser shall, if so required by the Supplier, make its best effort to assist the Supplier in complying with such requirements in a timely and expeditious manner.
	13.2 The Purchaser shall pay all costs involved in the performance of its responsibilities, in accordance with GCC Sub-Clause 13.1.
14. Contract Price	14.1 The Contract Price shall be as specified in the Agreement subject to any additions and adjustments thereto, or deductions there from, as may be made pursuant to the Contract.

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

15.1 The Contract Price shall be paid in Nepalese Currency.

15. Terms of Payment

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

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

16. Taxes and Duties

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

17. Performance Security

17.1 The Supplier shall, within fifteen (15) days of the receipt of notification of Contract award, provide a Performance Security for the due performance of the Contract in the amounts and currencies specified in the SCC.

17.2 The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

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

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

18. Copyright

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

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19. Confidential Information

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

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

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

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

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

(c) 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

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

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

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

20. Subcontracting

20.1 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

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the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract.

20.2 Subcontracts shall comply with the provisions of GCC Clauses 3.

21. Specifications and Standards

21.1 Technical Specifications and Drawings

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

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

(c) The Goods and Related Services supplied under this Contract shall conform to the standards mentioned in 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.

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

22. Packing and Documents

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

22.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified

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in the SCC, and in any other instructions ordered by the Purchaser.

23. Insurance

23.1 Unless otherwise specified in the SCC, the Goods supplied under the Contract shall be fully insured, in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery, in the manner specified in the SCC.

24. Transportation

24.1 Unless otherwise specified in the SCC, obligations for transportation of the Goods shall be in accordance with the Incoterms specified in Sections V, Schedule of Requirements.

25. Inspections and Tests

25.1 The Supplier shall at its own expense and at no cost to the Purchaser carry out all such tests and/or inspections of the Goods and Related Services as are specified in Sections V, Schedule of Requirements.

25.2 The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the final destination of the Goods, or in another place in Nepal as specified in the SCC. Subject to GCC Sub-Clause 25.3, if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.

25.3 The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC Sub-Clause 25.2, provided that the Purchaser bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.

25.4 Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Purchaser. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Purchaser or its designated representative to attend the test and/or inspection.

25.5 The Purchaser may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications, codes and standards under the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impede the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in

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respect of the Delivery Dates and Completion Dates and the other obligations so affected.

25.6 The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.

25.7 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.

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

26. Liquidated Damages

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

27. Warranty

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

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

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

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

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

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

28. Patent Indemnity

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

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

(b) the sale in any country of the products produced by the Goods.

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.

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

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proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

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

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

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

29. Limitation of Liability

29.1 Except in cases of gross negligence or willful misconduct :

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

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

30. Change in Laws and Regulations

30.1 Unless otherwise specified in the Contract, if after the date of the Invitation for Bids, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in Nepal where the Site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/or the Contract Price, then such

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Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with GCC Clause 14.

31. Force Majeure

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

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

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

32. Change Orders and Contract Amendments

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

(a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;

(b) the method of shipment or packing;

(c) the place of delivery; and

(d) the Related Services to be provided by the Supplier.

32.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery and

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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.

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

33. Extensions of Time

33.1 If at any time during performance of the Contract, the Supplier or its Subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services pursuant to GCC Clause 11, the Supplier shall promptly, and at least twenty one (21) 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.

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

34. Termination

34.1 Termination for Default

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

(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.

(iii) The supplier uses the advance payment for matters other than the contarctual obligations.

(iv) The purchaser may terminate the contract at any time in the following condition incase contract is

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terminated.supplier shall obliged to pay whole amount of remaining work or supply or fulfill the any Supplier obligation.

(a) does not commence the work as per the contract,

(b) abandons the contract with out completing,

(c) fails to achieve progress as per the contract.

(b) 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.

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

34.2 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.

34.3 Termination for Convenience

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

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

(i) To have any portion completed and delivered at the Contract terms and prices; and/or

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(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.

35. Assignment

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

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Section VII. Special Conditions of Contract (SCC)

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

GCC 1.1(i)	The Purchaser's country is: Nepal
GCC 1.1(j)	The Purchaser is: Rapti Municipality Office, Chitwan
GCC 1.1 (p)	The Site is: Rapti Municipality Office, Bhandara Chitwan
GCC 5.1	The language shall be: Nepali / English
GCC 7.1	For notices, the Purchaser's address shall be: Rapti Municipality Office, Chitwan Chitwan Bharatpur, Chitwan Bagmati Province Nepal
	For notices, the Supplier's address shall be:
GCC 9.2	In case of arbitration, the arbitration shall be conducted in accordance with the arbitration procedures published by the Nepal Council of Arbitration (NEPCA) at :Rapti Municipality
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 the transporter, the Supplier shall notify the Purchaser and send the following documents to the Purchaser: a) Copies of the Suppliers invoice showing the description of the Goods, quantity, unit price, and total amount; 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; 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. [Note: The above requirements should be reviewed on a case-by-case basis, with amendments being made as necessary]

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GCC 14.2	Price adjustment is not allowed
GCC 15.1	The terms of payment to be made to the Supplier under the contract shall be as follows: Through the District Treasury Controller Office Sample provisions: a) Advance Payment : [Usually twenty (20)] percent of the contract price shall be paid within thirty (30) days of signing of the contract, and upon submission of request for advance and a bank guarantee from Commercial Bank or Financial Institution eligible to issue Bank Guarantee as per prevailing Law for equivalent amount valid until the goods are delivered and accepted and in the form provided in the Bidding Document b) On Delivery and acceptance: [Usually Hundred (100)] percent. of the Contract Price of the Goods delivered shall be paid within thirty (30) days of receipt of the Goods and upon submission of a claim supported by the documents specified in GCC 11.1. The advace payment shall be deducted from this payment OR a) On Delivery [Usually eighty (80)] percent. of the Contract Price of the Goods and related services delivered shall be paid within thirty (30) days of receipt of the Goods and upon submission of a claim supported by the documents specified in GCC 11.1 (a to e) b)On acceptance: â€¦.[Usually eighty (20)] percent. of the Contract Price of the Goods and related services delivered shall be paid within thirty (30) days upon submission of claim supported by the acceptance certificate issued by the Purchaser or its authorized person/s OR On Delivery and acceptance: One Hundred (100)] percent. of the Contract Price of the Goods and related services delivered shall be paid within thirty (30) days of receipt of the Goods and related services and upon submission of a claim supported by the documents specified in GCC 11.1 [Delete or modify above payment terms as appropriate based on the nature of procurement] Payment provision (to be paid in NRs).

SL No	Milestone Name	Payment Percentage
1	Advance payment	0
2	Delivery to site	100.0

GCC 17.1	The Supplier shall provide a Performance Security as follows: I. If bid price of the bidder selected for acceptance is up to 15 (fifteen) percent less than the approved cost estimate, the performance security amount shall be 5 (five) percent of the bid price. II.For the bid price of the bidder selected for acceptance is more than 15 (fifteen) percent below of the cost estimate, the performance security amount shall be determined as follows:Performance Security Amount = [(0.85 x Cost Estimate − Bid Price) x 0.5] + 5% of Bid Price.The Bid Price and Cost Estimate shall be inclusive of Value Added Tax.The amount of the Performance Security shall be in Nepalese Rupees, and shall be valid for the period of 75 days. The performance security shall be forfeited, in case the Supplier fails to complete the contractual obligation and rectify the defects within warranty period.
GCC 17.3	The types of acceptable Performance Securities are: A bank guarantee issued by Commercial Bank or Financial Institution eligible to issue Bank Guarantee as per prevailing Law located in Nepal or reputable bank located abroad, acceptable to the Purchaser, in the format included in Section VIII, Contract Forms, Performance Security issued by foreign Bank must be counter guaranteed by Commercial Bank or Financial Institution eligible to issue Bank Guarantee as per prevailing Law in Nepal.
GCC 17.4	Discharge of the Performance Security shall take place:Insert (a) in accordance with GCC Sub-Clause 17.4, after delivery and acceptance of the Goods, the performance security shall be reduced to 5 percent of the Contract to cover the Supplier's warranty obligations in accordance with GCC Clause 27.3.For example insert: "Pursuant to GCC Sub-Clause 17.4, after delivery and acceptance of the Goods, the performance security shall be reduced to (specify percentage figure,

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GCC 22.2	A complete packing list indicating the content of each package shall be enclosed in a water proof envelope and shall be secured to the outside of the packing case. In addition, each package shall be marked with indelible ink/paint in bold letters, as follows: A complete packing list indicating the content of each package shall be enclosed in a water proof envelope and shall be secured to the outside of the packing case. In addition, each package shall be marked with indelible ink/paint in bold letters, as follows: a. Contract number: b. Name and address of the Purchaser: c. Country of origin, d. Gross weight e. Net weight f. Package number of total number of packages g. Brief description of content h. [Insert any other additional marking] Upright markings, where appropriate, shall be placed on all four vertical sides of the package.All materials used for packing shall be environmentally neutral. [Note: The above requirements should be reviewed on a case-by-case basis, with amendments being made as necessary]
GCC 23.1	The insurance coverage shall be in an amount equal to 110 percent of the contract price of the Goods on All risks basis, including War Risks, riots and/or Strikes.
GCC 23.1	The insurance coverage shall be in an amount equal to 110 percent of the contract price of the Goods on All risks basis, including War Risks, riots and/or Strikes.
GCC 24.1	Obligations for transportation of the Goods shall be in accordance with [Indicate whether the responsibility for transportation shall be in accordance with Incotems or other trade terms, such as The supplier is required under the contract to transport the Goods to a specified place of final destination within the purchaser's country, defined as the project site, transport to such place of destination in the Purchaser's country including insurance and storage, as shall be specified in the contract, shall be arranged by the supplier, and related costs shall be included in the contract price.]
GCC 25.2	Tests and Inspections specified in Section V, Schedule of Requirements, shall be carried out at the following times or milestones, and places a. Goods: b. Type of Test: c. Type of Milestone: d. Place: e. Address: f. Country:
GCC 26.1	The applicable rate of liquidated damages shall be: 0.05%
GCC 26.1	The maximum amount of liquidated damages shall be:10% The contract shall be terminated, if liquidated damages exceeds 10 percent of the Contract Price and blacklisting process shall be initiated for the Supplier's failure to complete the contractual obligations.
GCC 27.3	The period of validity of the Warranty shall be:as per specification For the purposes of the Warranty, the place of final destination shall be:

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GCC 27.5	The Supplier shall correct any defects covered by the Warranty within 20 of being notified by the Purchaser of the occurrence of such defects

नगर पालिका परिषद
कार्यपालिकाधिकारी
हर्दी, भण्डारा, जिला
भण्डारा (महाराष्ट्र)

प्रमुख प्रशासकीय अधिकारी

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Section VIII. Contract Forms

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नेपाली नगरपालिका
नगर कार्यपालिकाको कार्यालय
तेली, भण्डारा, गिरवन
प्रदेश, नेपाल

Letter of Intent

[on letterhead paper of the Employer]

. . . . . *date* . . . . . .

Notes on Letter of Intent

The issuance of Letter of Intent is the information of the selection of the bid of the successful bidder by the Employer and for providing information to other unsuccessful bidders who participated in the bid as regards to the outcome of the procurement process. This standard form of Letter of Intent to Award should be filled in and sent to the successful Bidder only after evaluation and selection of substantially responsible lowest evaluated bid.

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

Subject: . . . . . *Issuance of letter of intent to award the contract* . . . . . .

This is to notify you that, it is our intention to award the contract ..... *dated* ..... for execution of the . . . . . *.name of the contract and identification number, as given in the Contract Data/SCC* to you as your bid price . . . . . *.amount in figures and words in Nepalese Rupees* ..... as corrected and modified in accordance with the Instructions to Bidders is hereby selected as substantially responsive lowest evaluated bid.

Authorized Signature: .....

Name: .....

Title: .....

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

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Letter of Acceptance

[on letterhead paper of the Employer]

. . . . . *date* . . . . . .

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

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

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

You are hereby instructed to contract this office to sign the formal contract agreement within 15 days. As per the Conditions of Contract, you are also required to submit Performance Security, as specified in SCC, consisting of a Bank Guarantee in the format included in Section VIII (Contract Forms) of the Bidding Document.

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

Authorized Signature: .....

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Name and Title of Signatory:

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Agreement Form

THIS AGREEMENT made on the **[insert number]** day of **[insert month]**, **[insert year]**, between **[insert complete name of Purchaser]** of **[insert complete address of Purchaser]** (hereinafter "the Purchaser"), of the one part, and **[insert complete name of Supplier]** of **[insert complete address of Supplier]** (hereinafter "the Supplier"), of the other part:

WHEREAS the Purchaser invited Bids for certain Goods and Related Services, viz., **[insert brief description of the Goods and Related Services]** and has accepted a Bid by the Supplier for the supply of those Goods and Related Services in the sum of NRs .....**[insert amount of contract price in words and figures including taxes]** (hereinafter "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:

   (a) the Purchaser's Notification to the Supplier of Award of Contract;
   (b) the Bid Submission Form and the Price Schedules submitted by the Supplier;
   (c) the Special Conditions of Contract;
   (d) the General Conditions of Contract;
   (e) the Schedule of Requirements; and
   (f) **[indicate other documents required]**

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

3. In consideration of the payments to be made by the Purchaser to the Supplier as indicated in this Agreement, the Supplier hereby covenants with the Purchaser to provide the Goods and Related Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Related Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

Signed by **[insert authorized signature for the Purchaser]** (for the Purchaser)

Signed by **[insert authorized signature for the Supplier]** (for the Supplier)

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Performance Security

[insert complete name and number of Contract]

To: **[insert complete name of Purchaser]**

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

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

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

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

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

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

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

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

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

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

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Advance Payment Security

[insert complete name and number of Contract]

To: **[insert complete name of Purchaser]**

In accordance with the payment provision included in the Contract, in relation to advance payments, **[insert complete name of Supplier]** (hereinafter called "the Supplier") shall deposit with the Purchaser a security consisting of **[indicate type of security]**, to guarantee its proper and faithful performance of the obligations imposed by said Clause of the Contract, in the amount of **[insert currency and amount of guarantee in words and figures]**.

We, the undersigned **[insert complete name of Guarantor]**, legally domiciled in **[insert full address of Guarantor]** (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 its first demand without whatsoever right of objection on our part and without its first claim to the Supplier, in the amount not exceeding **[insert currency and amount of guarantee in words and figures]**.

This security shall remain valid and in full effect from the date of the advance payment being received by the Supplier under the Contract until **[(insert day, month, year) Contract completion date may be a basis for this date]**.

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

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

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

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

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

प्रमुख प्रशासकीय अधिकारी

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