



# **Damak Municipality**

**Damak, Jhapa**

## **BIDDING DOCUMENT**

**For**

**Design, Supply, Installation, Testing and Commissioning of  
Solar Street Light**

**Contract ID No.: DMO/JHAPA/SSL/08/2072/073**

*Issued by:*

**Damak Municipality**

**Damak, Jhapa**

**Tel: 023- 580044**

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**Damak Municipality office**  
**Damak, Jhapa**  
**Section I: Invitation for Bid**

**Invitation for Sealed Bids for Solar Street Lights @ Damak, Jhapa.**

Contract Identification No: **DMO/JHAPA/SSL/08/072-073.** Date of publication: **3rd May, 2016 (21st Baisakh, 2073)**

**1.** Damak Municipality, Damak, Jhapa invites sealed bids from eligible bidders for the **Design, Supply, Installation, Testing and Commissioning of Solar Street Light.**

Qualification requirements include minimum required average annual turnover, experience in similar nature works (Supply, Installation of Solar System equipments such as solar panels, batteries, Solar Street Lights etc.), minimum number of essential equipment, qualification and experience of key professional staffs, minimum amount of liquid assets and/ or credit facilities as specified in the bidding documents. Qualification requirement details can be obtained from E-procurement section of PPMO's Web Site <http://www.bolpatra.gov.np>.

**2.** Eligible Bidders may obtain further information and inspect the Bidding Documents at the office of Damak Municipality, Technical Section, Jhapa, Telephone No: 023-580044 Fax No: **023-580146** within office hours. The bidders may visit the E-Procurement Section of PPMO's Web Site <http://www.bolpatra.gov.np>.

**3.** A complete set of Bidding Documents may be purchased from the office of Damak Municipality, Damak, Jhapa upon payment of a non-refundable fee of NRs. **3000.00** on or before **1<sup>st</sup> June 2016 (19<sup>th</sup> Jestha 2073)**. For the purpose of Bidders who choose to submit their bid electronically through E-procurement section of PPMO's Web Site <http://www.bolpatra.gov.np>.

**4.** The Bidders may purchase the hard copy of bidding documents or may choose to download the necessary part of bidding documents, prepare their bids and submit their electronic bids as specified in the instructions to Bidders. In case the Bidder chooses to download and submit bid electronically, the Bidder shall be required to deposit the cost of bidding document in the Municipality's Rajaswa (revenue) account either by direct deposit or by tele-transfer of deposit in the Municipality's account for the purchase of bids as specified below and electronic scanned copy (PDF format) of the Bank deposit voucher or Tele-transfer certificate shall also be submitted along with the electronic bid files.

Information to deposit the cost of bidding document in Bank:

Name of the Bank: Rastriya Banijya Bank, Damak, Jhapa

Name of

Office: Damak Municipality, Damak, Jhapa

Office Account no. **306030403004301**. Bids must be delivered to the Office of the Damak Municipality, Damak, Jhapa on or before 12:00 hrs of **2nd June 2016 (20<sup>th</sup> Jestha 2073)**. Alternatively, bidders may submit their bid electronically through E-procurement section Web Site <http://www.bolpatra.gov.np> as specified in the Instruction to Bidders. Late bids will be rejected. Bids will be opened physically and electronically immediately after bid submission deadline in the presence of representatives including bidders' (who choose to attend in person) at Municipality Office, Jhapa.

- 5.** All bids shall be accompanied by a valid bid security of an amount not less than the amount as specified below. The bid security guarantee shall conform to the standard format as specified in the bid document. The bid security guarantee issued by only the commercial bank approved by Nepal Rastra Bank shall be accepted by the employer. If the bidder wishes to submit the bid security in the form of cash, the bidder has to deposit cash in deposit account no : **3060303000301** of Damak Municipality, Jhapa in Rastriya Banijya Bank, Damak, Jhapa and shall submit bank deposit voucher along with the bid
- 6.** Bids shall be valid upto **2nd June 2016 (20<sup>th</sup> Jestha 2073)**. and bid security shall remain valid at least up to **5<sup>th</sup> Oct2016 (19<sup>th</sup> Asoj) 2073**.
- 7.** Pre-bid meeting will be held in the office of Damak Municipality Office, Jhapa at 14:00 AM on **22<sup>th</sup> May 2016 (09<sup>th</sup> Jestha 2073)**. Detail Information about submission process of bid electronically (e-submission) shall be provided to all interested bidders who choose to attend this pre-bid meeting.
- 8.** If the specified date for pre-bid meeting, last date of submission and opening falls on a Government holiday then the same time on the next working day shall be considered for such events. In such case the validity of bid security shall be considered from already specified last date for bid submission.
- 9.** Any intimidation, collusion and cartelling during bidding process shall be punishable by law.
- 10.** The details of work and qualification requirements are as given below:

Contract No.	Description of Works	Minimum bid security amount	Average Annual Construction Turnover Required,	Same Nature Work Experience Required	Minimum Amount of Liquid assets and/or credit facilities required
<b>DMO/JHAPA/SSL/08/072-073.</b>	Design, Supply, Installation, Testing & commissioning of Solar Street Light.	NRs. <b>1,67,000/-</b>	NRs <b>10,000,000/-</b> (Average of Best 3 Years out of Last 5 Years)	Successful completion of at least 2 similar projects, within the last 5 years, with a value of at least NRS <b>58,00,000/-</b>	NRs. <b>17,40,000.00</b>



Executive Officer

(Damak municipality, Jhapa)

## **Section II. Instructions to Bidders (ITB)**

### **A. Introduction**

- 1. Scope of Bid**
  - 1.1 The Purchaser as defined in the Bidding Data invites Bids for supply, delivery, installation and commissioning of the goods and Related services, materials and equipment (such goods, materials and equipment and related services hereinafter referred to as “Goods”).
  - 1.2 All Bids are to be completed and returned to the Purchaser in accordance with these Instructions to Bidders.
  
- 2. Source of Funds**
  - 2.1 The Government of Nepal has made budgetary allocation as defined in the Bidding Data towards the cost of the Project, to cover eligible payments under the Contract for which these bidding documents are issued.
  
- 3. Eligible Bidders**
  - 3.1 This Invitation for Bids is open to all eligible suppliers indicated in the Bidding Data.
  - 3.2 Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting services for the preparation of design, specifications, and other documents to be used for the procurement of goods to be purchased under this Invitation for Bid.
  - 3.3 Bidder shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by GON and or the donor agency in accordance with Sub- Clause 41.1 and Sub Clause 43.2
  
- 4. Eligible Goods and Services**
  - 4.1 All Goods and related services to be supplied under the Contract shall have their origin in eligible source countries as specified in Sub - Clause 3.1 and all expenditures made under the contract will be limited to such goods and services.

- 4.2 For purposes of this Clause, “origin” shall be considered to be the place where the Goods are mined, grown, produced or from which the Services are provided. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially-recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 4.3 The origin of goods and services is distinct from the nationality of the Bidder.
- 5. Cost of Bidding** 5.1 The Bidder shall bear all costs associated with the preparation and delivery of its Bid, and the Purchaser will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- 6. One Bid per Bidder** 6.1 Each Bidder shall submit only one bid, either individually or as a partner in a joint venture. A Bidder who submits or participates in more than one bid shall cause all the proposals with the Bidder’s participation to be disqualified.
- 7. Bids submitted by a Joint Venture** 7.1 Bids submitted by a joint venture of two or more firms as partners shall comply with the following requirements, unless otherwise stated in the Bidding Data:
- a. the bid shall be signed so as to be legally binding on all partners;
  - b. all partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms;
  - c. one of the partners will be nominated as being in charge, authorised to incur liabilities, and receive instructions for and on behalf of any and all partners of the joint venture; and this authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the partners; and
  - d. the execution of the entire Contract, including payment, shall be done exclusively with the partner in charge.
- 8. Assurance** 8.1 The successful Bidder will be required to give satisfactory assurance of its ability and intention to supply the Goods pursuant to the Contract, within the time set forth therein.

## **B. The Bidding Documents**

**9. Content of Bidding Documents**

9.1 The Goods required, bidding procedures, and contract terms are prescribed in the Bidding Documents. In addition to the invitation of bids, the Bidding Documents include:

- a. Instructions to Bidders (ITB)
- b. Bidding Data (BD)
- c. General Conditions of Contract (GCC)
- d. Special Conditions of Contract (SCC)
- e. Schedule of Requirements (SOR)
- f. Technical Specifications (TSpec)
- g. Bid Form and Price Schedules
- h. Bid Security Form
- i. Contract Form
- j. Performance Security Form
- k. Manufacturer's Authorization Form.
- l. Self Declaration of Due Performance and Non-involvement in Bankruptcy
- m. Addendum issued in accordance with Sub - Clause 11, if any.

9.2 The Bidder is expected to examine the Bidding Documents, including all instructions, forms, terms, specifications and drawings. Failure to furnish all information required by the Bidding Documents or submission of a Bid not substantially responsive to the Bidding Documents in every respect will be at the bidder's risk and may result in the rejection of its Bid.

**10. Clarification of Bidding Documents**

10.1 A prospective Bidder requiring any further information or clarification of the Bidding Documents may request the Purchaser in writing or by fax at the purchaser's address indicated in the Bidding Data. The Purchaser will respond in writing or by fax to any request for information or clarification of the Bidding Documents which it receives no later than fifteen (15) days prior to the deadline for the submission of Bids prescribed in Sub-Clause 24.1. The Purchaser's response (including an explanation of the query) will be sent in writing or by fax to all prospective bidders who have purchased the Bidding Documents.

**11. Amendment of Bidding Documents**

11.1 At any time prior to the deadline for submission of bids, the Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, shall amend or modify the Bidding Documents by issuing the addenda.

11.2 The amendment shall be part of the Bidding Documents, pursuant to Sub-Clause 9.1, will be notified in writing or by fax to all prospective Bidders who have purchased the Bidding Documents.

- 11.3 In order to allow prospective Bidders reasonable time in which to take the amendment into account in preparing their Bids, the Purchaser may, at its discretion, extend the deadline for the submission of Bids in accordance with Sub - Clause 24.2.

## **C. Preparation of Bids**

- 12. Language of Bid** 12.1 The Bid prepared by the Bidder, and all correspondence and documents relating to the Bid exchanged by the Bidder and the Purchaser, shall be written in the language specified in Bidding Data.
- 13. Documents Comprising the Bid** 13.1 The Bid prepared by the Bidder shall comprise the following components:
- a. Bid Form and a Price Schedule completed in accordance with Clauses 14, 15, and 16;
  - b. documentary evidence established in accordance with Clause 17, that the Bidder is eligible to Bid and that the Goods and Services to be supplied by the Bidder are eligible under the contract;
  - c. documentary evidence established in accordance with Clause 18, that the Bidder is qualified to perform the contract if its Bid is accepted;
  - d. documentary evidence established, in accordance with Clause 19, that the Goods and services to be supplied by the Bidder are genuine and newly manufactured goods and conform to the Bidding Documents;
  - e. Bid security furnished in accordance to Clause 20;
- 14. Bid Form** 14.1 The Bidder shall complete the Bid Form and the appropriate Price Schedule furnished in the Bidding documents, indicating the goods to be supplied, a brief description of the goods, their country of origin, quantity and prices.
- 15. Bid Prices.** 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 should be entered separately in the following manner:



- (i) the price of the goods quoted EXW (ex works, ex factory, ex warehouse, ex showroom, or off-the-shelf, as applicable), including all customs duties and sales and other taxes already paid or payable;
- (ii) the price for inland transportation, insurance, and other local costs incidental to delivery of the goods to their final destination, if specified in the Bidding Data .
- (iii) the price of other (incidental) services, if any, listed in the Bidding Data

15.3 Price quoted by the Bidder shall remain fixed and valid until completion of the contract performance and will not be subject to variation on any account.

15.4 The terms EXW, FOB, CIF, CIP, etc., shall be governed by the rules prescribed in the current edition of INCOTERMS published by the International Chamber of Commerce, Paris.

15.5 The Bidder's separation of price components in accordance with Clause 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.

15.6 If the Bidder intends to offer any discount, it should always be expressed in fixed percentage and that will not vary as the quantities varies and be applicable to each unit rate.

15.7 If a foreign Bidder in his Bid, has not provided the information mentioned in Sub Clause 15.7 or has submitted his 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 black list such bidder.

15.8 A bid submitted with an adjustable price quotation shall be treated as non-responsive bid and rejected.

## **16. Currency of Bid**

16.1 All Prices shall be quoted in Nepalese Rupees.

**17. Documents Establishing Eligibility of the Bidders and the Goods and Services**

17.1 Pursuant to Sub - Clause 13, the Bidder shall furnish, as part of its Bid, documents establishing the Bidder's eligibility to Bid and that the country of origin of the Goods is from eligible source country.

17.2 Pursuant to Sub - Clause 13, the Bidder shall furnish, as part of its Bid, documents establishing the eligibility to the Bidding Documents of all Goods and Services which the bidder proposes to supply under the contract.

**18. Documents Establishing the Bidder's Qualifications to Perform the Contract**

18.1 The documentary evidence of the Bidder's qualifications to perform the contract, if its Bid is accepted, shall establish to the Purchaser's satisfaction:

- a. that, in the case of a Bidder offering to supply Goods under the contract which the Bidder did not manufacture or otherwise produce, the Bidder has been duly authorised solely by the Goods' Manufacturer or Producer to supply and install the Goods in Nepal;
- b. that the Bidder has the financial, technical and production capability necessary to perform the contract, including capacity in terms of personnel for the purpose of carrying out the services; and
- c. that, the Bidder in the last three years (3) has supplied Goods of nature, quantity and of contract amount to government enterprises or private institutions as specified in the Bidding Data
- d. that the Bidder meets the qualification criteria listed in Bidding Data.

**19. Documents Establishing the Good's Conformity to the Bidding Documents**

19.1 Pursuant to Clause 13, the Bidder shall furnish, as part of its Bid, documents establishing the eligibility and conformity to the Bidding documents of all goods and services which the Bidder proposes to supply under the contract.

19.2 The documentary evidence of the eligibility of the goods and services shall consist of a statement in the Price Schedule of the country of origin of the goods and services offered which shall be confirmed by a certificate of origin issued at the time of shipment.

19.3 The documentary evidence of the conformity of Goods and Services to the Bidding Documents may be in the form of literature, drawings and data and shall consists of:

- a. a detailed description of the essential technical and performance characteristics of the goods;

- b. a list, giving full particulars, including available sources and current prices, of all spare parts, special tools, etc, necessary for the proper and continuing functioning of the Goods for a period to be specified in the Bidding Data, following commencement of the use of the goods by the Purchaser; and
  - c. an item by item commentary and the Technical Specifications demonstrating substantial responsiveness of the goods and services to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications;
  - d. a detailed schedule of execution of works under the contract (work schedule), outlining key activities and the critical items on the schedule which could influence the contract completion date.
- 19.4 For the purposes of the commentary to be furnished pursuant to Sub-Clause 19.3 (c) above, the Bidder shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by the Purchaser in its Technical Specifications, are intended to be descriptive only and not restrictive. The Bidder may substitute alternative standard, brand names, and/or catalogue numbers in its Bid, provided that it demonstrates to the Purchaser's satisfaction that the substitutions are equivalent or superior to designated in the Technical Specifications, except if the Technical Specifications specifically provide otherwise.

## **20. Bid Security**

- 20.1 Pursuant to Sub - Clause 13, the Bidder shall furnish, as part of its Bid, a Bid security in Nepali Rupees in the amount as specified in the Bidding Data .
- 20.2 The Bid security shall be denominated in the currency of the Bid and shall be valid for thirty (30) days beyond the validity of the Bid. The Bid Security shall, at the Bidder's option, be in the form of earnest money, bank draft, or a bank guarantee from a reputable bank in Nepal acceptable to the Employer. The format of the bank guarantee shall be in accordance with the form of bid security included in Section VIII; other formats may be permitted, subject to the prior approval of the Employer.
- 20.3 Any Bid not secured in accordance with Sub - Clauses 20.1 and 20.2 above will be rejected by the Purchaser as non-responsive, pursuant to Clause 29.

20.4 Unsuccessful bidders' bid securities will be discharged or returned within three (3) days after signing the contract with the successful bidder.

20.5 The successful Bidder's bid security will be discharged or returned, or both, upon the Bidder signing the contract, pursuant to Clause 39, and furnishing the performance security pursuant to Clause 40.

20.6 The Bid security shall be forfeited:

(a) if a Bidder:

(i) withdraws its Bid during the period of Bid validity specified by the Bidder on the Bid Form, or

(ii) does not accept the correction of errors pursuant to Sub - Clause 29.2; or

(b) in case of a successful Bidder, if the Bidder fails within the time limit to :

(i) sign the contract in accordance with Sub - Clause 39; or

(ii) furnish the performance security in accordance with Sub - Clause 40.

**21. Period of Validity of Bids**

21.1 Bids shall remain valid for the period specified in the Bidding Data after the date of Bid submission prescribed by the Purchaser, pursuant to Sub - Clause 24. A bid valid for a shorter period shall be rejected by the Purchaser as non-responsive,

21.2 In exceptional circumstances, the Purchaser may solicit Bidder's consent to an extension of the period of Bid validity. The request and the responses thereto shall be made in writing (or by cable). If the Bidder agrees to the extension request, the validity of the Bid security provided under Clause 20 shall also be suitably extended. A Bidder may refuse the request without forfeiting its Bid security. A Bidder granting the request will not be required nor permitted to modify its Bid.

**22. Format and Signing of Bid**

22.1 The bidder shall prepare one original of the documents comprising the Bid as described in Clause 13, bound with the volume containing the Form of Bid and Price Schedule, and clearly marked "Original", in addition, the Bidder shall submit one copy of the Bid clearly marked

"Copy". In the event of any discrepancy between the original and the copy, the original shall govern.

22.2 The original and copy of Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to sign on behalf of the Bidder. Such Authorization shall be indicated by written power-of-attorney accompanying the Bid. All pages of Bid shall be initialed by the person or persons signing the Bid.

22.3 The bid shall contain no inter lineation, erasures or overwriting. alterations or additions except as necessary to correct errors made by the Bidder or those to comply instructions issued by the Purchaser, in which case, such corrections shall be initialed by the person or persons signing the bid.

## **D. Submission of Bids**

### **3. Sealing and Marking of Bids**

23.1 The Bidder shall seal the original and each copy of the Bid in separate envelopes, duly marking the envelopes as "ORIGINAL" and "COPY." The envelopes shall then be sealed in an outer envelope.

23.2 The inner and outer envelopes shall:

- a. be addressed to the Purchaser at the address given in the **Bidding Data**; and
- b. bear the Project name indicated in the **Bidding Data**, the Invitation for Bids title and number indicated in the **Bidding Data**, and a statement: "DO NOT OPEN BEFORE OPENING DATE AND TIME" to be completed with the time and the date specified in the **Bidding Data**, pursuant to Clause 27.

23.3 The outer envelopes shall also indicate the name and address of the Bidder to enable the Bid to be returned unopened in case it is declared "late."

23.4 If the outer envelope is not sealed and marked as required by Clauses 23.1 and 23.2, the Purchaser will assume no responsibility for the Bid's misplacement or premature opening.

**24. Deadline for Submission of Bids**

24.1 The Bid must be received by the Purchaser at the address specified under ITB Clause 23.2 no later than the time and date specified in the Bidding Data .

24.2 The Purchaser may, at its discretion, extend this deadline for the submission of Bids by amending the Bidding Documents in accordance with Clause 11, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

**25. Late Bids**

25.1 Any Bid received by the Purchaser after the deadline for submission of Bids prescribed by the Purchaser, pursuant to Clause 24, will be declared "Late bid" and rejected and returned unopened to the Bidder.

**26. Modification, and Withdrawal of Bids**

26.1 The Bidder may modify or withdraw its Bid after the Bid's submission, provided that written notice of the modification or substitution or withdrawal is received by the Purchaser prior to the deadline for submission of Bids prescribed in Clause 24 .

26.2 The Bidder's modification or withdrawal notice shall be prepared, sealed, and marked and dispatched in accordance with the provisions of Clause 23 and 26.1. with the outer and inner envelopes duly marked as "WITHDRAWAL" or "MODIFICATION." as appropriate.

26.3 No Bid may be withdrawn, modified after the deadline for submission of Bids.

26.4 No Bid may be withdrawn in the interval between the deadline for submission of Bids and the expiration of the period of Bid validity specified by the Bidder on the Bid Form. Withdrawal of a Bid during this interval may result in the Bidder's forfeiture of its Bid security, pursuant to the Sub - Clause 20.6a(i).

26.5 Bidder's may only offer discounts .or otherwise modify the prices of their bids by submitting Bid Modifications in accordance with Clause 26, or included in the original bid submission.

## **E. Bid Opening and Evaluation**

### **27. Bid Opening**

27.1 The Purchaser will open all Bids in the presence of Bidder's representatives who choose to attend, at the time, date, and place as specified in the Bidding Data. The Bidder's representatives who are present shall sign a register evidencing their attendance.

27.2 First, envelopes marked "WITHDRAWAL" shall be opened, read out and recorded and the envelope containing the corresponding bid shall not be opened, but return to the bidder. No bid shall be withdrawn unless the corresponding Withdrawal Notice contains a valid authorization to request the withdrawal and is read out and recorded at bid opening.

27.3 Next, 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.

27.4 The Bidders' names, Bid modifications or withdrawals, Bid prices, discounts and alternative offers, and the presence or absence of requisite Bid security and such other details as the Purchaser, at its discretion, may consider appropriate, will be announced and recorded at the opening. No Bid shall be rejected at Bid opening, except for late Bids, which shall be returned unopened to the Bidder pursuant to Clause 25 and 27.2.

27.5 The Purchaser will prepare minutes of the Bid opening indicating all remarks containing the name of the bidder, description of bid like modification or substitution or withdrawal, bid prices indicating the alternative bid prices if requested and discount offered if any, presence and absence of bid security, about late bids and other details as the Purchaser may consider appropriate. This minutes of bid opening shall duly signed by the Bidder and/or its representatives.

### **28. Clarification of Bids**

28.1 To assist in the examination, evaluation and comparison of Bids, the Purchaser may, at its discretion, ask the Bidder for a clarification of its Bid. The request for clarification and the response to it shall be in

writing, and no change in the prices and substance of the Bid shall be sought, offered, or permitted, except as required to confirm the correction of arithmetic errors discovered by the Purchaser in the evaluation of the bid.

**29. Examination of Bids and Determination of Responsiveness**

29.1 Prior to detail evaluation Bids, the Purchaser will determine whether each bid (a) meets the eligibility criteria defined in Clause 3 ; (b) has been properly signed; (c) is accompanied by required securities; (d)The Purchaser will examine the Bids to determine whether they are complete, whether any computational errors have been made, whether is substantial responsive to the requirements of the Bidding documents.

29.2 Arithmetical errors will be rectified on the following basis. 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. If there is a discrepancy between words and figures, the amount in words will prevail. If the Supplier does not accept the correction of the errors, its Bid will be rejected, and its Bid security may be forfeited.

29.3 Prior to the detailed evaluation, pursuant to Clause 31, the Purchaser will determine the substantial responsiveness of each Bid to the Bidding Documents. A substantially responsive Bid is one which conforms to all the terms and conditions of the Bidding Documents without material deviations. The Purchaser's determination of a Bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence. A material deviation or reservation is one:

- a. which effects in any substantial way the scope, quality, or performance of the Contract;
- b. which limits in any substantial way, inconsistent with the Bidding documents, the Purchaser's right or the Bidder's obligations under the Contract; or
- c. whose rectification would effect unfairly the competitive position of the other Bidders presenting substantially responsive bids.

29.4 The Purchaser may waive any minor informality, nonconformity, or irregularity in a Bid which does not constitute a material deviation,



provided such waiver does not prejudice or affect the relative ranking of any Bidder.

29.5 A Bid determined as not substantially responsive will be rejected by the Purchaser and not subsequently be made responsive by the Bidder by correction or withdrawal of non-confirming deviation or reservations.

**30. Process to be confidential**

30.1 Information relating to the examination, clarification, evaluation and comparison of bids and recommendations for the Award of Contract shall not be disclosed to Bidders or any other persons not officially concerned with such process until the Award to the successful Bidder has been announced.

**31. Evaluation and Comparison of Bids**

31.1 The Purchaser will evaluate and compare the Bids which have been determined to be substantially responsive, pursuant to Clause 29.

31.2 The Purchaser's evaluation of a Bid will be in the base of Bid Price as specified in the Price Schedule.

31.3 The Purchaser reserves the right to accept or reject any variation, deviation, or alternative offer. Variations, deviations, and alternative offers and other factors which are in excess of the requirements of the Bidding Documents or otherwise result in unsolicited benefits for the purchaser will not be taken into account in Bid evaluation.

31.4 The Purchaser's evaluation of a Bid will take into account, in addition to the Bid price quoted in accordance with Clause 15, one or more of the following factors in the manner and to the extent as specified in the Bidding Data and if quantified in Clause 31.6:

- a. cost of inland transportation, insurance, and other costs within Nepal incidental to delivery of the goods to their final destination
- b. delivery schedule offered in the Bid;
- c. deviations in payment schedule from that specified in the Special Conditions of Contract;
- d. the cost of components, special tools, spare parts, and service;
- e. the availability of spare parts in Nepal and after-sales services for the equipment offered in the Bid;

- f. the projected operating and maintenance costs during the life of the equipment and/ or ;
- g. other specific criteria indicated in the Bidding Data and/or in the Technical Specifications.

31.5 Comparison of Bids will be between the main Bids only unless otherwise specified in the Bidding Data.

31.6 For factors retained in the Bidding Data pursuant to Sub - Clause 31.4, one or more of the following quantification methods will be applied, as detailed in the Bidding Data:

- a. Inland transportation from EXW/port of entry/border point, insurance, and incidentals.

Inland transportation, insurance, and other incidental costs for delivery of the goods from EXW/port of entry/border point to Project Site named in the Bidding Data will be computed for each Bid by the Purchaser on the basis of published tariffs by the rail or road transport agencies, insurance companies, and/or other appropriate sources. To facilitate such computation, Bidder shall furnish in its Bid the estimated dimensions and shipping weight and the approximate EXW/CIF (or CIP border point) value of each package. The above cost will be added by the Purchaser to EXW/CIF/CIP border point price.

- b. Delivery schedule:

The Goods covered under this Invitation are required to be delivered (shipped) within an acceptable range of weeks specified in the Schedule of Requirement. No credit will be given to earlier deliveries, and bids offering delivery beyond this range will be treated as non-responsive. Within this acceptable range, an adjustment per week, as specified in the Bidding Data will be added for evaluation to the Bid Price of bids offering delivery later than the Earliest Delivery Period specified in the *Schedule of Requirements*.

- c. Deviation in payment schedule.

Bidders shall state their Bid price for the payment schedule outlined in the SCC. Bids will be evaluated on the basis of this base price. Bidders are, however, permitted to state an alternative payment schedule and indicate the reduction in Bid

price they wish to offer for such alternative payment schedule. The Purchaser may consider in evaluation the alternative payment schedule offered by the selected Bidder and evaluate by adjusting the bid price accordingly if specified in the Bidding Data

d. Cost of spare parts:

The list of items and quantities of major assemblies, components, and selected spare parts, likely to be required during the initial period of operation specified in the Bidding Data is annexed to the Technical Specifications. The total cost of these items, at the unit prices quoted in each bid, will be added to the Bid Price

e. Spare parts and after sales service facilities in Nepal.

The cost to the Purchaser of establishing the minimum service facilities and parts inventories, as outlined in the Bidding Data or elsewhere in the Bidding documents, if quoted separately, shall be added to the Bid price.

f. Operating and maintenance costs.

Since the operating and maintenance costs of the goods under procurement form a major part of the life cycle cost of the equipment, these costs will be evaluated in accordance with the criteria specified in the Bidding Data or in the Technical Specifications.

g. Specific additional criteria:

Other specific additional criteria to be considered in the evaluation and the relevant evaluation method shall be as detailed in the Bidding Data and/or in the Technical Specification.

**32. Domestic Preference**

Not Applicable.

**33. Contacting the Purchaser**

33.1 Subject to Clause 28, no Bidder shall contact the Purchaser on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded. If the Bidder wishes to bring additional information to the notice of the Purchaser, it should do so in writing.

- 33.2 Any effort by a Bidder to influence the Purchaser in the Purchaser's bid evaluation, bid comparison or contract award decisions may result in the rejection of the Bidder's bid.

## **F. Award of Contract**

### **34. Post-qualification**

34.1 In the absence of prequalification, the Purchaser will determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated responsive Bid is qualified to perform the contract satisfactorily, in accordance with the criteria listed in Sub - Clause 18.1.

34.2 The determination will take into account the Bidder's financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to Clause 18.1, as well as such other information as the Purchaser deems necessary and appropriate.

34.3 To verify its technical and production capability the Bidder shall provide with its Bid documentary evidence that the items offered have been in production and have been in satisfactory operation as specified in Bidding Data .

34.4 An affirmative determination will be a prerequisite for award of the contract to the Bidder. A negative determination will result in rejection of the Bidder's Bid, in which event the Purchaser will proceed to the next lowest evaluated Bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.

### **35. Award Criteria**

35.1 Subject to Clause 37, the Purchaser will award the contract to the successful Bidder whose Bid has been determined to be substantially responsive and has been determined to be the lowest evaluated Bid, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily.

### **36. Purchaser's Right to Vary Quantities at Time of Award**

36.1 The Purchaser reserves the right at the time of contract award to increase or decrease, by the percentage indicated in the Bidding Data, the quantity of goods and services originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions.

- 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 annul the Bidding process and reject all Bids at any time prior to contract award, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders.
- 38. Notification of Award**
- 38.1 Prior to the expiration of the period of Bid validity, the Purchaser will notify the successful Bidder in writing by registered letter or by cable, to be confirmed in writing by registered letter or by cable, that its Bid has been accepted and on which basis the Bid has been accepted.
- 38.2 The notification of award will constitute the formation of the Contract.
- 38.3 Upon the successful Bidder's furnishing of the performance security pursuant to ITB Clause 40, the Purchaser will promptly notify the name of the winning Bidder to each unsuccessful Bidder and will discharge its Bid security, pursuant to Clause 20.
- 38.4 The Contract will incorporate all Agreements between the Purchaser and successful Bidder.
- 38.5 If, after notification of award to the successful Bidder, an unsuccessful Bidder wishes to ascertain the grounds on which its Bid was not selected, it should address its request to the Purchaser within thirty (30) days of issue of the award notice. The Purchaser will promptly respond in writing to the unsuccessful Bidder.
- 39. Signing of Contract**
- 39.1 At the time of notification of award, the Purchaser will send the successful Bidder the Contract Form provided in the Bidding Documents, incorporating all agreements between the parties.
- 39.2 Within fifteen (15) days of receipt of the letter informing the submission of performance guarantee and sign the contract, the successful Bidder shall sign and date the contract and return it to the Purchaser
- 40. Performance Security**
- 40.1 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 Conditions of Contract, in the Performance Security Form provided in the Bidding documents, or in another form acceptable to the Purchaser.

40.2 Failure of the successful Bidder to comply with the requirement of Sub - Clause 39.2 or Clause 40.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid security, in which event the Purchaser may make the award to the next lowest evaluated Bidder or call for new Bids.

**41. Corrupt or Fraudulent Practices**

41.1 Government of Nepal requires that Purchaser, as well as Bidders observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Government of Nepal:

- a. defines, for the purposes of this provision, the terms set forth below as follows:
  - (i) “corrupt practice” means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution; and
  - (ii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the HMGN, and includes collusive practice among Bidders (prior to or after Bid submission) designed to establish Bid prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition;
- b. will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
- c. will declare a firm ineligible for a stated period of time, to be awarded a GON/Donor funded contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a GoN/Donor funded contract.

41.2 Furthermore, Bidders shall be aware of the provision stated in Clauses 5.4 and 24.1 of the General Conditions of Contract.

**42. Conduct of Bidders**

- 42.1 The Bidder shall be responsible to fulfil his obligations as per the requirement of the Contract Agreement, Instruction to Bidders and GoN's Procurement Act and Regulations.
- 42.2 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.

### **43.Blacklisting Bidders**

- 43.1 Without prejudice to any other rights of the Purchaser under this Contract , the Public Procurement Monitoring Office (PPMO) may blacklist a Bidder for his conduct up to three years on the following grounds and seriousness of the act committed by the bidder:
- a) if it is proved that the bidder committed acts contrary to the Sub - clause 42.2,
  - b) if the bidder fails to sign an agreement pursuant to clause 39,
  - c) if it is proved later that the bidder has committed substantial defect in implementation of the contract or has not substantially fulfilled his obligations under the contract or the completed work is not of the specified quality as per the contract ,
  - d) if convicted by a court of law in a criminal offence which disqualifies the bidder from participating in the contract.
  - e) if it is proved that the contract agreement signed by the bidder was based on false or misrepresentation of bidder's qualification information,
  - f) other acts mentioned in the Bidding Data or SCC
- 43.2 A Bidder declared blacklisted and ineligible by the GON, Public procurement Office and or concerned Donor Agency in case of donor funded project shall be ineligible to bid for a contract during the period of time determined by the PPMO and or the concerned donor agency.



## Section III. Bidding Data

The following specific data for the goods to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

<b>Introduction</b>	
<b>ITB 1.1</b>	Name of the Purchaser: <b>Damak Municipality Office , Damak, Jhapa .</b>
<b>ITB 2.1</b>	Donor Agency: AEPC/Municipality /GoN Matching fund: <b>Damak Municipality</b> Name of Project: <b>Design, Supply, Installation, Testing and Commissioning of Solar Street Light at Damak Municipality area.</b>
<b>ITB 2.1</b>	Name of Contract: <b>Design, Supply, Installation, Testing and Commissioning of Solar Street Light at Damak Municipality</b> <b>Contract ID No:- DMO/JHAPA/SSL/08/2072/073</b>
<b>ITB 3.1</b>	Bidder's Eligibility Requirements are: <ul style="list-style-type: none"> <li>a) Up to date Firm/Company Registration Certificate</li> <li>b) VAT/PAN Registration Certificates</li> <li>c) Tax Clearance Certificate up to <b>FY 2071/72(2014/15)</b></li> <li>d) A written declaration made by the Bidder stating that the Bidder is not ineligible to participate in the Bid; has no conflict of interest in the proposed bid procurement proceedings and has not been punished for the profession or businesses related offence.</li> <li>e) Joint Venture Authorization/Agreement (if any)</li> <li>f) Power of Attorney</li> <li>g) Manufacturer's Authorization Letter or Authorization Letter from the Authorized Dealer in Nepal for <b>all Goods.</b></li> <li>h) Valid ISO 9001 and ISO 14000 or Equivalent Quality Assurance Certification of the manufacturer of the bidder</li> <li>i) Company must have demonstrated experience of installing at least <ul style="list-style-type: none"> <li>a. <b>Installation, Testing and commissioning of one project of at least 50 solar street lights.</b></li> <li style="text-align: center;">or</li> <li>b. <b>Installation, testing and commissioning of two projects of 25 solar street lights.</b></li> <li style="text-align: center;">or</li> </ul> </li> </ul>

	<p>c. Installation, testing and commissioning of four projects of 15 solar street lights</p> <p>For experience, the company must submit work order, contract and user satisfaction from the client using the installed system. <b>Mandatory</b></p> <p>j) Should have sufficient human resources to execute the project. Minimum technical manpower required is:</p> <p>a. Engineer (Electrical)-1 (with at least 3 years of experience of design, installation and after sales service of ISPS projects)</p> <p>b. Engineer (Mechanical)-1 (with at least 3 years of experience in respective engineering. Electrical/Mechanical Overseer- 1 (with installation experience in at least 3 mini grid/RE projects)</p> <p>d. Other staffs (Electrical Sub Engineer, Electrical/Mechanical Sub Engineer and other relevant staffs as per requirement)</p>
ITB 10.1	<p>Purchaser's Name: <b>Damak Municipality Office , Damak, Jhapa</b></p> <p>Telephone: 023-.580044/581053</p> <p>Contact Person : Er. Bhim Prasad Paudel</p>
ITB 12.1	Language of the Bid: <b>English or and Nepali</b>
<b>Bid Price and Currency</b>	
ITB 15.2 (i)	<p><b>The price quoted shall be :</b> The prices shall include all duties, taxes, Transportation, packaging, numbering and other levies. The prices should be expressed in the term of Nepalese Rupees.</p>
(ii)	The price for inland transportation, insurance, and other local costs incidental to delivery of the goods to their final destination: <b>Not Applicable</b>
(iii)	The price of other (incidental) services: <b>Not Applicable</b>

ITB 15.3	The price shall be fixed.
ITB 16.1	The prices shall be quoted in <b>Nepalese Rupees (NRs.)</b> .
<b>Preparation and Submission of Bids</b>	
ITB 18.1 (d)	<p>Bidders supply experience of last 3 years:</p> <p><b>Nature of Goods supplied:</b> Bidder shall have a minimum of last Three (3) years overall experience in the relevant Field.</p> <p>The bidder must provide documentary evidence to verify this qualification.</p> <p>The Bidder shall submit the following additional documents with its</p> <p>Bid:</p> <ul style="list-style-type: none"> <li>(i) RST/PIT Test Certificate of proposed Solar products from Renewable Energy Test station (RETS) as mentioned in technical specification.</li> <li>(ii) Technical specification sheet of the proposed technical products.</li> <li>(iii) Detail technical drawing Solar Street Light pole and mounting structures to be installed.</li> </ul>
ITB 20.1	Amount of Bid security: <b>NRs. 1,67,000.00 (In words:-One hundred Sixty Seven Thousand Only)</b>
ITB 21.1	Bid validity period : <b>120 days</b> counted from the date of bid submission deadline.
ITB 22.1	Number of copies: <b>Not Applicable</b>
ITB 23.2 (a)	<p>Address for Bid submission:</p> <p><b>Damak Municipality, Damak, Jhapa.</b></p>
ITB 23.2 (b)	<p>IFB title and number: <b>Design, Supply, Installation, Testing and Commissioning of Solar Street Light at Damak Municipality.</b></p> <p><b>Contract ID No:- DMO/JHAPA/SSL/08/2072/073</b></p> <p>(If Different from published notice, Published notice shall prevail)</p>

<p><b>ITB 24.1</b></p>	<p>Deadline for bid submission :</p> <p>Date : <b>2073/02/20</b>  Time : <b>12:00PM</b>  Place : <b>Damak MunicipalityOffice,  Damak, Jhapa.</b></p> <p>(If Different from published notice, Published notice shall prevail)</p>
<p><b>ITB 27.1</b></p>	<p>Bid Opening.</p> <p>Date : <b>2073/02/20</b>  Time : <b>02:00PM</b>  Place : <b>Damak MunicipalityOffice  Damak, Jhapa</b></p> <p>(If Different from published notice, Published notice shall prevail)</p>
<p><b>Bid Evaluation</b></p>	
<p><b>ITB 31.4</b></p>	<p>Criteria for Bid evaluation. are:</p> <p>Bids shall be considered non-responsive, if;</p> <ul style="list-style-type: none"> <li>a) The bid is not submitted in the bid document issued by the <b>Damak Municipality Office.</b></li> <li>b) The bid is not submitted in the complete Bid Document issued in the name of the Bidder himself.</li> <li>c) The bid is not sealed.</li> <li>d) The bid is not submitted with the Bid Form duly filled and signed in the complete document.</li> <li>e) The bid is not submitted within the specified date / time for submission of bids.</li> <li>f) The bid is not submitted along with the Bid security as specified in ITB 20.1.</li> <li>g) The bid is submitted without the information as specified in ITB 18.1.</li> <li>h) The bid does not comply with the instructions as specified in the Invitation for bid.</li> <li>i) Terms of payment and Destination of Delivery of the all Goods supplied are different form those specified in the Bid Document.</li> <li>j) All prices quoted are not either firm (not estimated one) or conditional or valid for the period specified in the Bid Document.</li> <li>k) There is a major deviation in specification</li> </ul>

<b>ITB 31.4 (a)</b>	Transportation from EXW/port of entry/border point to delivery point, and insurance and incidentals.
<b>ITB 31.4 (b)</b>	Delivery schedule : Relevant parameters of delivery :  Within <b>3 Months from</b> the date of contract, as mentioned on the Schedule of requirements.  Adjustment expressed as a percentage of: 0.1% per day of the value of delayed Goods.
<b>ITB 31.4 (c)</b>	Reduction in Bid Price for  Deviation in payment schedule: <b>Not Applicable</b>
<b>ITB 31.4 (d)</b>	Cost of spare parts: <b>Not Applicable</b>
<b>ITB 31.4 (e)</b>	Spare parts and after sales service facilities in Nepal: <b>Not Applicable</b>
<b>ITB 31.4 (f)</b>	Operating and maintenance costs. <b>Not Applicable</b>
<b>ITB 31.5</b>	Alternative bids shall <b>not</b> be considered.
<b>ITB 34.3</b>	Documentary evidence of technical and production capabilities:  (i) Minimum <b>Three Years</b> experience in relevent field (ii) Agerage Annual Turnover <b>above NRs. 10.0 Million</b> in Three years
<b>Contract Award</b>	
<b>ITB 36.1</b>	Percentage for quantity increase or decrease : <b>NA</b>
<b>ITB 38.1</b>	Notification of Contract Award shall be sent to the successful Bidder at any time prior to expiration of Bid Validity.

## Section IV. General Conditions of Contract

### 1. Definitions

1.1 In this Contract, the following terms shall be interpreted as indicated:

- a. "The Contract" means the agreement entered into between the Purchaser and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- b. "Contract Documents" means the documents listed in the Agreement, including amendments thereto. 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.
- c. "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.
- d. "The Goods" means all of the equipment, machinery, and/or other materials which the Supplier is required to supply to the Purchaser under the Contract.
- e. "The Services" means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Supplier covered under the Contract.
- f. "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.
- g. "Completion" means the fulfillment of the related services by the Supplier in accordance with the terms and conditions set forth in the contract.
- h. "Purchaser Country" is the country specified in the Special Conditions of Contract (SCC).
- i. "GCC" means the General Conditions of Contract contained in this section.
- j. "SCC" means the Special Conditions of Contract.
- k. "The Purchaser" means the organization purchasing the Goods, as named in SCC.
- l. "The Supplier" means the individual or firm supplying the Goods and Services under this Contract and named in SCC.
- m. "The Project Site," where applicable, means the place or places named in SCC.
- n. "Day" means calendar day.
- o. "The Governing Language" of the contract shall be English/Nepali.

### 2. Application

2.1 These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract.

### 3. Country of Origin

3.1 All Goods and Services supplied under the Contract shall have their origin in Nepal or in the countries and territories eligible under the rules of the Donor Agency, as further elaborated in the SCC.

3.2 For purposes of this Clause, “origin” means the place where the Goods were mined, grown, or produced, or from which the Services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

3.3 The origin of Goods and Services is distinct from the nationality of the Supplier.

#### **4. Standards**

4.1 The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standards appropriate to the Goods’ country of origin. Such standards shall be the latest issued by the concerned institution.

4.2 Wherever reference is made in the Technical Specifications to specific standards and codes to be met by the goods and materials to be furnished or tested, the provisions of the latest current edition or revision of the relevant shall apply, unless otherwise expressly stated in the Contract. Where such standards and codes are national or relate to a particular country or region, other authoritative standards that ensure substantial equivalence to the standards and codes specified will be acceptable.

#### **5. Use of Contract Documents and Information; Inspection and Audit by the Donor Agency**

5.1 The Supplier shall not, without the Purchaser’s prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

5.2 The Supplier shall not, without the Purchaser’s prior written consent, make use of any document or information enumerated in GCC Clause 5.1 except for purposes of performing the Contract.

5.3 Any document, other than the Contract itself, enumerated in GCC Clause 5.1 shall remain the property of the Purchaser and shall be

returned (all copies) to the Purchaser on completion of the Supplier's performance under the Contract if so required by the Purchaser.

5.4 The Supplier shall permit the GoN/Donor Agency 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/Donor Agency, if so required by the GoN/Donor Agency.

**6. Patent Rights**

6.1 The Supplier shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in Nepal.

**7. Performance Security**

7.1 Within thirty (30) days of receipt of the notification of Contract award, the successful Bidder shall furnish to the Purchaser the performance security in the amount specified in SCC.

7.2 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.

7.3 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 following forms:

- a. a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in Nepal or abroad, acceptable to the Purchaser, in the form provided in the Bidding documents or another form acceptable to the Purchaser; or
- b. a cashier's or certified check recognized as good for payment.

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

**8. Inspections and Tests**

8.1 The Purchaser or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Purchaser. SCC and the Technical Specifications shall specify what inspections and tests the Purchaser requires and where they are to be conducted. The Purchaser shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.



- 8.2 The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.
- 8.3 Should any inspected or tested Goods fail to conform to the Specifications, the Purchaser may reject the Goods, and the Supplier shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the Purchaser.
- 8.4 The Purchaser's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival in Nepal shall in no way be limited or waived by reason of the Goods having previously been inspected, tested, and passed by the Purchaser or its representative prior to the Goods' shipment from the country of origin.
- 8.5 Nothing in GCC Clause 8 shall in any way release the Supplier from any warranty or other obligations under this Contract.

## **9. Packing**

- 9.1 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. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 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 in SCC, and in any subsequent instructions ordered by the Purchaser.

## **10. Delivery and Documents**

- 10.1 Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in the Schedule of Requirements. The details of

shipping and/or other documents to be furnished by the Supplier are specified in SCC.

10.2 For purposes of the Contract, “EXW,” “FOB,” “CIF,” “CIP,” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of *Incoterms* published by the International Chamber of Commerce, Paris.

10.3 Documents to be submitted by the Supplier are specified in SCC.

## **11. Insurance**

11.1 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.

11.2 Where delivery of the Goods is required by the Purchaser on a CIF or CIP basis, the Supplier shall arrange and pay for cargo insurance, naming the Purchaser as beneficiary. Where delivery is on a FOB or FCA basis, insurance shall be the responsibility of the Purchaser.

## **12. Transportation**

12.1 Where the Supplier is required under Contract to deliver the Goods FOB, transport of the Goods, up to and including the point of putting the Goods on board the vessel at the specified port of loading, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price. Where the Supplier is required under the Contract to deliver the Goods FCA, transport of the Goods and delivery into the custody of the carrier at the place named by the Purchaser or other agreed point shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.

12.2 Where the Supplier is required under Contract to deliver the Goods CIF or CIP, transport of the Goods to the port of destination or such other named place of destination in Nepal, as shall be specified in the Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.

12.3 Where the Supplier is required under the Contract to transport the Goods to a specified place of destination within Nepal, defined as the Project Site, transport to such place of destination in Nepal, 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.

12.4 Where the Supplier is required under Contract to deliver the Goods CIF or CIP, no restriction shall be placed on the choice of carrier. Where the Supplier is required under Contract (a) to deliver the Goods FOB or FCA, and (b) to arrange on behalf and at the expense of the Purchaser for international transportation on specified carriers or on national flag carriers of Nepal, the Supplier may arrange for such transportation on alternative carriers if the specified or national flag carriers are not available to transport the Goods within the period(s) specified in the Contract.

### **13. Incidental Services**

13.1 The Supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

- a. performance or supervision of on-site assembly and/or start-up of the supplied Goods;
- b. furnishing of tools required for assembly and/or maintenance of the supplied Goods;
- c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;
- d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
- e. training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.

13.2 Prices charged by the Supplier for incidental services, if not included in the Contract Price for the Goods, 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.

### **14. Spare Parts**

14.1 As specified in SCC, the Supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:

- a. such spare parts as the Purchaser may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under the Contract; and
- b. in the event of termination of production of the spare parts:
  - (i) advance notification to the Purchaser of the pending termination, in sufficient time to permit the Purchaser to procure needed requirements; and
  - (ii) following such termination, furnishing at no cost to the Purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

## **15. Warranty**

- 15.1 The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the Purchaser's specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.
- 15.2 This 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 Contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
- 15.3 The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the Supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective Goods or parts thereof, without costs to the Purchaser other than, where applicable, the cost of inland delivery of the repaired or replaced Goods or parts from EXW or the port or place of entry to the final destination.
- 15.5 If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the Purchaser may proceed to take 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.

## **16. Payment**

- 16.1 The method and conditions of payment to be made to the Supplier under this Contract shall be specified in SCC.
- 16.2 The Supplier's request(s) for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and Services performed, and by documents submitted

pursuant to GCC Clause 10, and upon fulfillment of other obligations stipulated in the Contract.

16.3 Payments shall be made promptly by the Purchaser, but in no case later than thirty (30) days after approval of the invoice by the Purchaser.

16.4 The currency or currencies in which payment is made to the Supplier under this Contract shall be specified in SCC subject to the following general principle: payment will be made in the currency or currencies in which the payment has been requested in the Supplier's Bid.

16.5 All payments shall be made in the currency or currencies specified in the SCC pursuant to GCC 16.4.

#### **17. Prices**

17.1 Prices charged by the Supplier for Goods delivered and 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 authorised in SCC or in the Purchaser's request for Bid validity extension, as the case may be.

#### **18. Change Orders**

18.1 The Purchaser may at any time, by a written order given to the Supplier pursuant to GCC Clause 32, 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/or
- d. the Services to be provided by the Supplier.

18.2 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 delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within twenty eight (28) days from the date of the Supplier's receipt of the Purchaser's change order.

#### **19. Contract Amendments**

19.1 Subject to GCC Clause 18, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

- 20. Assignment** 20.1 The Supplier shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Purchaser's prior written consent.
- 21. Subcontracts** 21.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under this Contract if not already specified in the Bid. Such notification, in the original Bid or later, shall not relieve the Supplier from any liability or obligation under the Contract.
- 21.2 Subcontracts must comply with the provisions of GCC Clause 3.
- 22. Delays in the Supplier's Performance** 22.1 Delivery of the Goods and performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Purchaser in the Schedule of Requirements.
- 22.2 If at any time during performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). 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, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract.
- 22.3 Except as provided under GCC Clause 25, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 23, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of liquidated damages.
- 23. Liquidated Damages** 23.1 Subject to GCC Clause 25, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in SCC of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in SCC. Once the maximum is reached, the Purchaser may consider termination of the Contract pursuant to Clause 24.

**24. Termination for Default**

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

- a. if the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to Clause 22; or
- b. if the Supplier fails to perform any other obligation(s) under the Contract.
- c. if the Supplier, in the judgment of the Purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause:

“corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.

“fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Purchaser, and includes collusive practice among Bidders (prior to or after Bid submission) designed to establish Bid prices at artificial non-competitive levels and to deprive the Purchaser of the benefits of free and open competition.

24.2 In the event the Purchaser terminates the Contract in whole or in part, pursuant to Sub - Clause 24.1, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Purchaser for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

**25. Force Majeure**

25.1 Notwithstanding the provisions of Clauses 22, 23, and 24, 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.

25.2 For purposes of this clause, “Force Majeure” means an event beyond the control of the Supplier and not involving the Supplier’s fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Purchaser in its sovereign capacity, wars or

revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

25.3 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.

**26. Termination for Insolvency**

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

**27. Termination for Convenience**

27.1 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.

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

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

**28. Settlement of Disputes**

28.1 If any dispute or difference of any kind whatsoever shall arise between the Purchaser and the Supplier in connection with or arising out of the Contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

28.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no



arbitration in respect of this matter may be commenced unless such notice is given.

28.2.1 Any dispute or difference in respect of such a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract.

28.2.2 Arbitration proceedings shall be conducted in accordance with the rules of procedure Specified in SCC.

- 28.3 Notwithstanding any reference to arbitration herein,
- a. the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
  - b. the Purchaser shall pay the Supplier any monies due the Supplier.

**29. Limitation of Liability**

- 29.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6,
- (a) the Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, 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.

**30. Governing Language**

- 30.1 The Contract shall be written in the language specified in SCC. Subject to Clause 31, the version of the Contract written in the specified language shall govern its interpretation. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.

**31. Applicable Law**

- 31.1 The Contract shall be interpreted in accordance with the laws of Nepal, unless otherwise specified in SCC.

**32. Notices**

- 32.1 Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by facsimile and confirmed in writing to the other party's address specified in SCC.

32.2 If a notice given pursuant to Sub Clause 32.1 fails to be delivered due to failure to trace the address of the party then the notice shall be published as public notice in a National daily newspaper and when the notice is so published then the notice shall be considered to be delivered to the concerned party.

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

**33. Taxes and Duties**

33.1 A local Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.

**34. Supplier's Responsibilities**

34.1 The Supplier shall supply all the goods and related services included in the scope of supply and change order in accordance with GCC Clause 18 and the Delivery and completion schedule, as per GCC clause 10.

**35. Purchaser's Responsibilities**

35.1 Whenever the supply of Goods and Rental Services requires that the Supplier obtain permits, approval and import and other licences from local public authorities, the Purchaser shall, if so required by the Supplier, makes its best effort to assist the Supplier in complying with such requirements in a timely and expeditious manner.

35.2 The Purchaser shall pay all costs involved in the performance of its responsibilities, in accordance with sub-clause 35.1.

**36. Extension of Time**

36.1 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 10, the Supplier shall promptly 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 rectified by the parties by amendment of the Contract

Unless otherwise specified in the Contract, if after the date of the Invitation for Bids, any law, regulation, ordinance, order or bylaws having the force of law is enacted, promulgated, abrogated, or changed in the place of Nepal where the site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the delivery date and/or the Contract Price, then such delivery date and/or the 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 17.

## Section V. Special Conditions of Contract

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract. The corresponding clause number of the GCC is indicated in parentheses.

### 1. Definitions (GCC Clause 1)

1.1 (GCC 1.1 (k)) — The Purchaser is: **Damak Municipality**

1.2 (GCC 1.1 (i)) — The Supplier is: *[N/A]*

1.3 (GCC 1.1 (n))—The Project Site is: **Damak Municipality, Damak, Jhapa.**

### 2. Country of Origin (GCC Clause 3)

3.1 All countries and territories as indicated in Section IX of the Bidding documents, “Eligibility for the Provisions for Goods”.

### 3. Performance Security (GCC Clause 7)

3.1 (GCC 7.1)—The amount of performance security, as a percentage of the Contract Price, shall be: **Five (5) percent of the Contract Price (Name: Damak Municipality)**

3.2 (GCC 7.4)The validity of performance Security shall be initially **two (2) years** after the final delivery and commissioning of the goods and the issuance of final acceptance certificate to the supplier. However, the performance security shall cover the Supplier’s warranty obligations in accordance with Clause GCC 15.2. The supplier shall promptly extend the validity suitably to cover agreed warranty period and any extension of the warranty period of the supplied goods.

### 4. Inspections and Tests (GCC Clause 8)

4.1 (GCC 8.1)—Inspection and tests the Purchase requires: **Inspection and tests will be done after delivery at Damak Municipality, Damak, District .**

### 5. Packing (GCC Clause 9)

## Section V. Special Conditions of Contract (SCC)

- 5.1 (GCC 9.2)—Additional requirement for packing and marking as per GCC Clause 9.2 are as follows: **NA**

### 6. Delivery and Documents (GCC Clause 10)

- 6.1 GCC 10.3—Upon delivery of the Goods, the Supplier shall notify the Purchaser and mail the following documents to the Purchaser:

- (i) Copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount;
- (ii) delivery note, or truck receipt;
- (iii) Manufacturer's or Supplier's warranty certificate;
- (iv) inspection certificate issued by the nominated inspection agency, and the Supplier's factory inspection report; and
- (v) certificate of origin.

- 6.2 The **documents as per sub-clause 6.1** shall be received by the Purchaser before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses.

### 7. Insurance (GCC Clause 11)

- 7.1 (GCC 11.1)—The Insurance shall be in an amount equal to 110 percent of the CIP value of the Goods from “warehouse” to “warehouse” on “All Risks” basis, including War Risks and Strikes.

### 8. Transportation (GCC Clause 12)

- 8.1 (GCC 12.1)—Obligation and responsibility of transportation of the goods shall be in accordance with the current edition of INCOTERMS published by the International Chamber of Commerce, Paris

### 9. Incidental Services (GCC Clause 13)

- 9.1 GCC 13.1—Incidental services to be provided are:

- (i) Installation and commissioning of the goods;
- (ii) Operational and maintenance orientation, on-site-training of the goods.
- (vi) Free replacement, repair, maintenance and servicing of goods within the warranty period
- (vii) Installation of other utility components including proper wiring.

### 10. Spare Parts (GCC Clause 14)

## Section V. Special Conditions of Contract (SCC)

10.1 GCC 14.1—Additional spare parts requirements are:

- (i) Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts for the Goods;
- (ii) Other spare parts and components shall be supplied as promptly as possible.

### 11. Warranty (GCC Clause 15)

11.1 (GCC 15.2)—The warranty period shall be **5 years** from the date of acceptance of the Goods.

11.2 (GCC 15.4 & 15.5)—The period for correction of defects in the warranty period is: 3 days.

### 12. Payment (GCC Clause 16)

12.1 GCC 16.1—The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:

Payment for Goods supplied shall be made in Nepalese Currency, as follows:

- (i) Advance Payment Bank Guarantee: **Twenty percent (20%)** 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 **u n c o n d i t i o n a l** bank guarantee from "A" class commercial bank for equivalent amount valid until the goods are delivered and accepted and in the form provided in the Bidding Document.
- (ii) **On Delivery:** Sixty (60) percent of the Contract Price shall be paid on receipt of the complete goods and upon submission of the documents specified in GCC Clause 10.
- (iii) **On Acceptance:** The remaining twenty (40) percent of the Contract Price shall be paid to the Supplier within thirty (30) days after the date of the acceptance certificate for the respective delivery issued by the Purchaser.
- (iv) TDS and retention will be deducted as per prevailing rule.

12.2 GCC 16.4— The currency of payment is Nepalese Rupees.

### 13. Prices (GCC Clause 17)

13.1 (GCC 17.1)—Prices shall be not be adjusted.

**15. Liquidated Damages (GCC Clause 23)**

15.1 (GCC 23.1)— Liquidated damages for delay in performance is:  
0.05% of the contract price per day with maximum deduction not to exceed ten (10) percent of the contract price.

**16. Settlement of Disputes (GCC Clause 28)**

16.1 GCC 28.2.2—Arbitration Proceedings:

- (i) in the case of a dispute between the Purchaser and a Supplier which is a national of Nepal, the dispute shall be referred to arbitration in accordance with the rules of Nepal Council of Arbitration ; and
- (ii) in the case of dispute between the Purchaser and the Foreign Supplier, the dispute shall be settled by arbitration in accordance with the provisions of the United Nations Commission on International Trade Law (UNCITRAL) Arbitration Rules.

**17. Governing Language (GCC Clause 30)**

17.1 (GCC 30.1) —The Governing Language shall be: English but correspondence may be done in Nepali.

**18. Applicable Law (GCC Clause 31)**

18.1 (GCC 31.1) —The Applicable Law shall be: The laws of Nepal

**19. Notices (GCC Clause 32)**

19.1 (GCC 32.1) —Purchaser’s address for notice purposes: **Damak Municipality office, Damak, Jhapa**

Supplier’s address for notice purposes:

.....  
.....

**20. Taxes and Duties (GCC Clause 33)**

Section V. Special Conditions of Contract (SCC)

- 20.1 (GCC 33.2) —A local Supplier shall be responsible for all duties, taxes, licence fees etc. incurred until delivery of the contracted Goods to the Purchaser.



## Section VI. Schedule of Requirements

- A. The delivery schedule expressed as weeks stipulates hereafter a delivery date which is the date of delivery to the final destination as door delivery:

S. N.	Description	Quantity	Delivery schedule and place (DDP)
1	Design, Supply, Installation, Testing and Commissioning of Solar Street Light, complete in all respect including five years performance warranty for complete system along with warranty/ Guarantee in electrical components as mentioned in technical specification, annual maintenance, operator training etc, all complete as per technical specifications, operation instructions and maintenance manual & forwarding, loading and unloading charges and cost of insurance and transportation.	68Sets	To be delivered at <b>Damak Municipality Damak, Jhapa</b>

### B. Scope of Works

Scope of works shall include:

- a. All necessary Spare parts/Tools have to be provided by the contractor.
- b. Suitable Carrying case (if possible) should be provided by the contractor.
- c. The complete Set of Goods shall be warranted by the contractor against any manufacturing/ design/ installation defects for a minimum period of **5 years** from the date of installation.
- d. The contractor will make all necessary arrangements for satisfactory operation, maintenance and performance of the Goods during 5 year's Warrantee/Guarantee period.
- e. Rectification of all the defects developed in the Goods during Warrantee/Guarantee period shall have to be done by the contractor promptly, at the most within 3 days from the date of receipt of compliant.
- f. Warrantee/Guarantee will include rectification /replacement of all the defective and consumable components/items. During Warrantee/Guarantee period, all the arrangements for keeping all the goods functional shall be the sole responsibility of the contractor.
- g. After completion of the proposed works, clearances of all temporary works/ materials shall be the sole responsibility of the contractor and this shall be removed immediate after the requirement of such temporary work is completed.
- h. All the non functional parts/ materials/ items replaced during the Warrantee/Guarantee period shall be the property of the contractor.
- i. The contractor will conduct on-site training of the purchaser's/user's personnel regarding the assembly, start-up, operation, maintenance and repairs of the Goods.

## Section VII. Technical Specification

### A. Technical Specifications:

The bidder must furnish documentary evidence in the form of literature (catalogue), certified dimensional drawings, and detailed description of goods with essential technical information. All data, drawings, catalogues and other technical documents shall be bound separately from the Bid documents.

The Bidder shall furnish a clause-by-clause commentary on specification, specifying compliance and deviations, if any. This must be furnished; otherwise, the Bid may be rejected.

#### 1. BATTERY

SN	Description	Specification	Bidder proposal <i>(Document from manufacturer showing the proposed parameter is mandatory. Please highlight the parameter in the technical specification)</i>	Bidder's Remarks*
1.1	Manufacturer Name			
1.2	Brand/Model			
1.3	Battery Type	Lead Acid Sealed- Gel Tubular / Lithium Ion		
1.4	Battery Voltage	12 Volts for gel tubular For lithium it should be compatible to system voltage		
1.5	Battery Efficiency	85%		
1.6	Quantity (mention capacity)	Individual battery must be of at least 100AH @ C10 -for		

		Gel Tubular  For Li Ion- at least 75 AH.		
1.7	Pressure Regulation	The battery shall be provided with pressure regulation valve, which shall be self-re-sealable and flame retardant.		
1.8	Self Discharge	less than 3% per month.		
1.9	Operating Temperature	-5 °C to 55°C		
1.10	Instruction	Charging instructions shall be provided along with the batteries		
1.11	Warranty	Minimum Warranty of 5 years.		
1.12	Construction	<b>For Gel Tubular Battery:</b> <b>Positive Plate:</b> Tubular Plate with lead or alloy spine grid. <b>Separator:</b> Micro porous synthetic separator <b>Electrolyte:</b> Sulphuric acid. <b>VRLA Terminals:</b> Epoxy sealed terminals with threaded lead-plated copper alloy		

The following minimum information must be included on the label of the battery and label of battery must be fixed firmly or screen printed on the battery casing:

- Brand and name of Manufacturer
- Model and type

- Rated capacity in Ampere-hours
- Nominal Voltage

## CERTIFICATIONS

- The battery must be manufactured under the controls established by a quality/environment management system that meets the requirements of ISO 9001 and ISO 14001.

## 2. Solar PV MODULES

Solar PV Modules will be procured from companies, complying with the standard set forth in Nepal by AEPC. PV modules shall typically be tested for durability and reliability according to standards developed by the International Electro-technical Commission. Standards IEC61215 (for crystalline silicon modules) include, amongst others, tests for thermal cycling, humidity and freezing, mechanical stress and twist, hail resistance and performance under fixed test conditions.

SN	Description	Specification	Bidder Proposal <i>(Document from manufacturer showing the proposed parameter is mandatory. Please highlight the parameter in the technical specification)</i>	Bidder's Remarks*
2.1	Manufacturer Name	NA		
2.2	Brand/Model	NA		
2.3	Module Capacity	Minimum 130-140 Wp		
2.4	PV module Type	Mono or Poly Crystalline		
2.5	Operating voltage corresponding to the power output (Vmp)	17.5 Vmp for each module of 12 V		
2.6	Minimum Module efficiency:	14%		

2.7	Power degradation	A letter provided by principal PV module manufacturer in their letter head stating the warranty period for their PV module. The warranty period for the PV Module must be at least 10 years against a maximum 10% reduction and 20 years against a maximum 20% reduction of output power at STC.		
2.8	Junction Box	IP 65		
2.9	Module Mounted Structure	non corrosive support structures to be fixed on the top of pole		
2.10	Tilt Angle and direction	towards due south around local latitude		
2.11	Support structure design and foundation mounting arrangements should withstand	Wind Speed up to 180 km/hr		
2.12	Fasteners (nuts and bolts)	Stainless Steel or hot deep galvanized.		
2.13	IEC 61215 (2nd Edition)	Crystalline silicon terrestrial photovoltaic (PV) modules - Design Qualification and type approval.		
2.14	IEC 61730	PV module safety qualification		

2.15	Certifications	ISO 9001 / ISO 14000 and RETS Certified		
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### 3. Charge Controller

SN	Description	Specification	Bidder Proposal ( <i>Document from manufacturer showing the proposed parameter is mandatory. Please highlight the parameter in the technical specification</i> )	Bidder's Remarks*
3.1	Manufacturer Name	NA		
3.2	Brand/Model	NA		
3.3	Type	PWM/MPPT		
3.4	Control Mode	Dusk to Dawn (Voltage Sensing PWM or MPPT)  i.e., the lamp automatically switches ON after sunset and switches OFF after sunrise.  Also include at least two state of dimming function.		
3.5	Working Temperature & Humidity	-5 to +55 °C/35 to 85%RH (Without Condensation)		
3.6	Protection Function	Solar reverse-charging protection, solar reverse-connection protection, battery over charge protection, battery over-discharge protection, battery reverse-connection protection		

#### 4. Solar Street Light

SN	Description	Specification	Bidder Proposal <i>(Document from manufacturer showing the proposed parameter is mandatory. Please highlight the parameter in the technical specification)</i>	Bidder's Remarks*
4.1	Manufacturer Name	NA		
4.2	Brand/Model	NA		
4.3	Type	WLED		
4.4	LED Light Source	40 × 1W Bridge lux LED chip		
4.5	Luminous Efficacy	At least 100 Lumen/Watt		
4.6	LED Illumination	Street lamp should have not less than 0.5 Lux /watt perpendiculars from the height of 8 m. The illumination should be uniform without dark rashes on the ground.		
4.7	View Angle	Equal or greater than 2* 50		
4.8	Color Rendering Index (CRI)	CRI of individual WLED must not be less and than 60 and the color temperature must be in the range of (5000-6000) degree K		
4.9	Lamp Rated Total Power	40 – 45W		

4.10	Control Function	Must have automatic dusk to dawn function. Also include at least two state of dimming function.		
4.11	Driver Circuit	Must have Driver Circuit cum Charge Controller with not less than 85% efficiency.		
4.12	Protection	The lamp must be protected against reversed polarity		
4.13	Certification	Must Submit IP 65 compliance certificate		

The following minimum information must be included in the screen printed label of the WLED lamp

- a. Brand/Model/Serial Number
- b. Nominal Power in Watt
- c. Nominal Voltage

<b>5.</b>	<b>Description</b>	<b>Specification</b>	<b>Bidder Proposal</b> <i>(Document from manufacturer showing the proposed parameter is mandatory. Please highlight the parameter in the technical specification)</i>	<b>Bidder's Remarks*</b>
Street Light Pole SN				
5.1	Manufacturer Name	NA		
5.2	Type	Deep Galvanized		
5.3	Height	8m above ground level		
5.4	Thickness of Pole	At least 3mm		
5.5	Diameter	Base should be 5 inch and top should be 3 inch		



5.5	Arm	Single arm		
5.6	Joint	Tapered Joint		
5.7	Weight of pole only	> 100kg		
5.8	Battery Box	A vented acid proof and corrosion resistant metallic box with a locking arrangement for outdoor use should be provided for the housing of the battery		

## 6. Others

Bos/Item Component	Applicable Standard	
	Standard Description Standard	Cables
Switches/Circuit Breakers / Connectors	General Requirements Connectors-safety	NS/ IS standard
SSL System Design and Installation Practices	SSL Stand-alone System design, verification and electrical installation of pole requirements for SSL power supply systems	NS/ IS Standard

## 6. Civil Works

The civil works for the proposed Solar Street Lighting System shall include Solar Street Light pole design and installation at the **Damak Municipality** area. The structure should be facing south direction tilted at 30 degree. Mounting structure must be designed accordingly. It should be able to withstand 180KM/hr wind speed and support the installed solar modules.

- Bidder must provide the technical design and drawing of the SSL Pole.
- Bidder must provide evidence and calculation showing the structure proposed is safe to be put on the top of pole.

## 7. Operation and Maintenance Manual

An Operation, Instruction and Maintenance Manual, in English and the local language, should be provided with the Solar Street Lighting System and detail of Wiring and Connection Diagrams will also be provided with the manual

## 8. Warrantee/ Guarantee

- (i) The Solar Street Lighting System must be warranted against any manufacturing/ design/ installation defects for a minimum period of 5 years.
- (ii) PV modules used in Power Plant must be warranted for their rated output
- (iii) The Warrantee/ Guarantee Card to be supplied with the Solar PV System must contain the details of the system supplied. The manufacturers can provide additional information about the system.
- (iv) During the Warrantee/ Guarantee period, AEPC / **Damak Municipality** will have all the rights to cross check the performance of Solar PV System. AEPC may carry out the frequent inspections of the system installed and randomly pick up its components to get them tested at any test center. If during such tests any part is not found as per the specified technical parameters, AEPC will take the necessary action. The decision of AEPC in this regard will be final and binding to the Bidder.

\* Note: The bidder shall mention clause by clause comment of the required specification. The bidder shall state:-

a. **"FULLY COMPLIANT"** if the item offered fully meet the quotation requirement.

b. **"PARTIALLY COMPLIANT"** if the item offered meet the requirement partially. The bidder shall state the reason why the offer is partially compliant. In such cases, the bidder shall clearly mention the extent to which other specifications are offered.

c. **"NON COMPLIANT"** if the item cannot meet the requirements. The bidder shall also state reasons for it.

## Drawings

*(Attach additional sheets if required)*

(Signature of Bidder With Seal)

Date:

## Section VIII. Sample Forms

### 1. Bid Form and Price Schedules

Date: \_\_\_\_\_

Contract Identification No: \_\_\_\_\_

To: *[name and address of Purchaser]*

Gentlemen and/or Ladies:

Having examined the Bidding documents including Addenda Nos. *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver *[description of goods and services]* in conformity with the said Bidding documents for the sum of *[total Bid amount in words and figures]* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

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

If our Bid is accepted, we will provide a Bank Guarantee acceptable to the Purchaser in a sum equivalent to 5 percent of the Contract Price for the due performance of the Contract, in the form prescribed by the Purchaser.

We agree to abide by this Bid for a period of ..... *[insert number as specified in bid validity period]* days from the date fixed for Deadline for Bid submission, and it shall be remain binding upon us and may be accepted at any time before the expiration of that period.

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

Name and address of agent	Amount and Currency	Purpose of Commission or gratuit
_____	_____	_____
_____	_____	_____
_____	_____	_____

(if none, state "none")

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

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

We certify/confirm that we comply with the eligibility requirements as per ITB Clause 3 of the Bidding documents.

Dated this \_\_\_\_\_[*dd*] day of \_\_\_\_\_[*mm*] month of 20\_\_\_\_\_[*yy*].

[*Name*]\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

[*signature*]

[*in the capacity of*]

Duly authorised to sign Bid for and on behalf of :

## Price Schedule for Goods

Name of Bidder \_\_\_\_\_.

Contract Identification Number: .....

**Name of work:** Design, Supply, Installation and Commissioning of Solar Street Light at Name of Municipality, District name

1	2	3	4	5
Item	System Details	Quantity	Price (with vat ) (In Figures) NRs	Price (with vat ) (In Words) NRs
1	Design, Supply, installation, testing and commissioning of Solar Street Light at <b>Damak Municipality, Damak, Jhapa</b> complete in all respect including five years performance warranty for complete system along with warranty/ Guarantee in electrical components as mentioned in technical specification, annual maintenance, operator training etc, all complete as per technical specifications, operation instructions and maintenance manual & forwarding, loading and unloading charges and cost of insurance and transportation.	<b>68 sets</b>		
	<b>Total Project cost for 68 complete system</b>	<b>68 Sets</b>		

**Certified that:**

1. Above rates are in accordance with the specifications & various terms & conditions mentioned in the tender document. (\* Please attach breakdown of cost of individual components, but the figure quoted in this page is considered for evaluation)
2. The unit price shall include all custom duties and taxes, transportation cost to the final destination and insurance cost including all incidental cost whatsoever.

Name of the bidder \_\_\_\_\_

In the capacity of \_\_\_\_\_

Signed \_\_\_\_\_

Duly authorized to sign the Bid for and on behalf of \_\_\_\_\_

Date.....

**Note:**

In case of discrepancy between unit price and total, the unit price shall prevail.

In case of discrepancy between amount in figure and words, the amount in words shall prevail.

## 2. Bid Security Form

Date:

To *[name and address of Purchaser]*

Whereas *[name of the Bidder]* (hereinafter called “the Bidder”) has submitted its bid dated *[date of submission of bid]* for the supply of *[name and/or description of the goods and services]* (hereinafter called “the Bid”).

KNOW ALL PEOPLE by these presents that We *[name of bank]* of *[name of country]*, having our registered office at *[address of bank]* (hereinafter called “the Bank”), are bound unto *[name of Purchaser]* Government of Nepal (hereinafter called “the Purchaser”) in the sum of *[amount]* for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this \_\_\_\_ day of \_\_\_\_\_ *[mm]* 20\_\_\_\_.

THE CONDITIONS of this obligation are:

1. If the Bidder
  - (a) withdraws its Bid during the period of bid validity specified by the Bidder on the Bid Form;  
or
  - (b) does not accept the correction of errors in accordance with the Instructions to Bidders; or
  
2. If the Bidder, having been notified of the acceptance of its Bid by the Purchaser during the period of bid validity:
  - (a) fails or refuses to execute the Form of Agreement in accordance with the Instructions to Bidders, if required; or
  - (b) fails or refuses to furnish the performance security, in accordance with the Instructions to Bidders;
  - (c) does not accept the provision of bidding document.

We undertake to pay to the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by him is due to him, owing to the occurrence of one or any of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including thirty (30) days after the period of bid validity or as it may be extended by the Purchaser, notice of which extension(s) to the Bank is hereby waved.

And any demand in respect thereof should reach the Bank not later than the above date.

---

*[signature of the bank]*

Seal of the issuing Bank:

Witness :  
Signature:  
Name :  
Address :



## 2. 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]**

### **3. 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: .....

**Name and Title of Signatory:**

## 5. Contract Form

THIS AGREEMENT made the \_\_\_\_ day of \_\_\_\_\_[mm] 20\_\_\_\_ between [*name of Purchaser*] of [*country of Purchaser*] (hereinafter called “the Purchaser”) of the one part and [*name of Supplier*] of [*city and country of Supplier*] (hereinafter called “the Supplier”) of the other part:

WHEREAS the Purchaser invited bids for certain goods and ancillary services, viz., [*brief description of goods and services*] and has accepted a bid by the Supplier for the supply of those goods and services in the sum of [*contract price in words and figures in Nepalese Rupees*] (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
  - (a) Contract Agreement
  - (b) the Bid Form and the Price Schedule submitted by the Bidder;
  - (c) the Schedule of Requirements;
  - (d) the Technical Specifications;
  - (e) the General Conditions of Contract;
  - (f) the Special Conditions of Contract;
  - (g) the Purchaser’s Notification of Award; and
  - (h) any other document which the Purchaser wants to add in the particular procurement.
3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

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

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

**On behalf of the Purchaser**

**On behalf of the Supplier**

Name :

Name :

Signature:

Signature:

Designation:

Designation:

Seal:

Seal:

## 6. Performance Security Form

Date:

To: *[name of Purchaser]*

*[address of Purchaser]*

WHEREAS *[name and address of Supplier]* (hereinafter called “the Supplier”) has undertaken, in pursuance of Contract No. *[reference number of the contract]* dated \_\_\_\_\_ *[yy/mm/dd]* to supply *[description of goods and services]* (hereinafter called “the Contract”).

AND WHEREAS it has been stipulated by you in the said Contract that the Supplier shall furnish you with a bank guarantee by a reputable bank for the sum specified therein as security for compliance with the Supplier’s performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Supplier such a Bank guarantee:

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

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

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

This Guarantee is valid until a date thirty (30) days from the date of issue of the Certificate of Acceptance.

Signature and seal of the Guarantors

---

*[name of bank]*

---

*[address]*

---

*[date]*

## 7. Manufacturer's Authorization Form

Date:

To: *[name of Purchaser]*

*[address of Purchaser]*

WHEREAS *[name of the Manufacturer]* who are established and reputable manufacturers of *[name and/or description of the goods]* having factories at *[address of factory]*

We hereby authorize *[name and address of Agent]* solely to submit a Bid, and subsequently negotiate and sign the Contract with you against IFB No. *[reference of the Invitation to Bid]* for the above goods manufactured by us.

We hereby extend our full guarantee and warranty as per Clause 15 of the General Conditions of Contract for the goods offered for supply by the above firm against this Invitation for Bids.

---

*[signature for and on behalf of Manufacturer]*

*Note:* This letter of authority should be on the letterhead of the Manufacturer and should be signed by a person competent and having the power of attorney to bind the Manufacturer. It should be included by the Bidder in its Bid.

In case if there is Authorised Exclusive Distributor in Nepal for the offered items and the authorised distributor is not submitting the bid, the bidder must get authorization from the Authorized Distributor and submit the Authorization Letter along with the evidence of Authorised Exclusive Distributor for Nepal.

**8. Self Declaration of Due Performance and  
Non-involvement in Bankruptcy**

Date :

To: .....(Name)  
.....(Address)

Gentlemen,

It is hereby certify that .....(*Name of Bidder*) has never either himself or any of his direct associates or any of his administrations has been involved in any case of bankruptcy or suspension of payments. We declare that, till date, no dispute has raised in any contract executed or under execution. No civil or criminal case against us has been raised or currently being raised or being dealt with in court. We do not have any conflict of interest on the bidding procedure for **Design, Supply, Installation and Commissioning of Solar Street Light at Name of Municipality, Nawalparasi.**

Signed and sealed this day ..... of .....207\_



## 9. Advance Payment Bank Guarantee Format

[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]**

---

Bidder's Name in Print and Signature

**10. Joint Venture Information Form**

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

## **11. 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.*

<b>Annual Turnover Data for the Last 3 Years</b>	
<b>Year</b>	<b>Amount</b>
2069/70	
2070/71	
2071/72	
<b>Total of 3 years</b>	
<b>Average Annual Turnover</b>	

## **Section IX. Eligibility for the Provision of Goods**

All Countries