

NEPAL ELECTRICITY AUTHORITY

(An Undertaking of Government of Nepal)



KfW Development Bank (No.: 2015-68-112)

**Reconstruction and Improvement of Electricity in Earthquake Affected
Districts of Rasuwa and Nuwakot**

**Social Infrastructure Development Component
Rasuwa Nuwakot Distribution System Reconstruction and Improvement
Project**

BIDDING DOCUMENT FOR

(Supply and Delivery of 4WD Ambulance)

**Single-Stage, One-Envelope
Bidding Procedure**

Issued on:	10 August, 2020
Invitation for Bids No.:	NCB-REIP-SDC-2019-02
NCB No.:	NCB-REIP-SDC-2019-02
Employer:	Nepal Electricity Authority
Country:	Nepal

Rasuwa Nuwakot Distribution System Reconstruction and Improvement Project
Distribution and Consumer Service Directorate
Planning and Technical Service Department
Nepal Electricity Authority
Kharipati, Bhaktapur

Foreword

This Standard Bidding Document for Procurement of Goods – Supply has been prepared by the Asian Development Bank (ADB) and is based on the Master Procurement Document prepared by multilateral development banks and other public international financial institutions which reflects the majority view of these institutions. This document has the structure and the provisions of the Master Procurement Document, except where ADB-specific considerations have required a change. In addition KfW -specific changes have been made to reflect KfW-specific requirements.

The SBD Supply is intended to be used for the supply of goods through national competitive bidding when

- the contract involves the supply of goods
- the value of the supply represents the major part of the estimated contract value; and
- the nature and complexity of the supply is such that the facilities cannot safely be taken over by the Employer without comprehensive acceptance procedures being followed.

The SBD Supply documents anticipate that the contractor is responsible for each activity required to complete the facilities.

An important feature of this SBD is that it can be used with minimum changes, as it does not contain explanatory commentary not forming part of the bidding document.

This SBD is supported by a User's Guide. The User's Guide contains detailed explanations and recommendations to Employers on how to prepare a specific bidding document for the procurement of plant and how to evaluate bids. The User's Guide is not a part of the bidding document.

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Invitation for Bids

Date of Publication: 10 August, 2020

Grant No. and Title: 2015 68 112: Reconstruction and Improvement of Electricity in Earthquake Affected Districts of Rasuwa and Nuwakot

Tender No. and Title: NCB-REIP-SDC-2019-02, Supply and Delivery of 4WD Ambulance under Social Development Component

1. The Government of Nepal has received a Grant from the KfW Development Bank (KfW) towards the Reconstruction and Improvement of Electricity in Earthquake affected Districts Project. Part of this grant will be used for payments under the contract named above. Bidding is open to all eligible Bidders.
2. The **Nepal Electricity Authority, Distribution and Consumer Services Directorate, Planning and Technical Services Directorate, Rasuwa Nuwakot Distribution System Reconstruction and Improvement Project** invites bids from eligible bidders for Supply and Delivery of 4WD Ambulance.
3. Eligible Bidders may obtain further information and inspect the bidding documents at the office:

Nepal Electricity Authority
Distribution and Consumer Services Directorate,
Planning and Technical Services Department, Durbar Marg, Kathmandu,
Rasuwa Nuwakot Distribution System Reconstruction and Improvement Project
Phone Number: 01-4153147, 01-4153141 and facsimile number: 01-4153147
Email address: rautprakash@nea.org.np
or may visit PPMO e-GP system www.bolpatra.gov.np/egp and www.nea.org.np.

4. To purchase the bidding documents, eligible bidders should write to address above requesting the bidding documents for NCB-REIP-SDC-2019-02, Supply and Delivery of 4WD Ambulances in Rasuwa and Nuwakot district of Nepal under Reconstruction and Improvement of Electricity in Earthquake Affected Districts of Rasuwa and Nuwakot.

or

Bidder who chooses to submit their bid electronically may purchase the hard copy of the bidding documents as mentioned above or may download the bidding documents for e-submission from PPMO's e-GP system www.bolpatra.gov.np/egp. Bidders, submitting their bid electronically, should deposit the cost of bidding document in the Project's Rajaswa (revenue) account as specified below.

Interested bidders shall deposit the cost of bidding document amounting a non-refundable fee of NRs 5,000.00 in the following bank account.

Name of the Bank: Everest Bank Limited, Bagbazaar Name of the Office: Nepal Electricity Authority
Office Account No.: 04400105200628

5. Bidders shall have a minimum average annual turnover of NRs 3 Crore. Bidders are required to have satisfactory experience in at least 1 (one) contracts within the last 3 (three) years, each with a value of at least NRs 1.5 Crore.
6. All bids must be delivered in closed envelopes bearing the mention "Bid for NCB-REIP- SDC-2019-02, Reconstruction and Improvement of Electricity in Earthquake Affected Districts of Rasuwa and Nuwakot, Social Development Component to the address above on or before the deadline: 12:00 hours (Nepal Standard Time) 10 September, 2020.
7. Bids shall be opened in the presence of Bidders' representatives who choose to attend immediately after bid submission on 10 September, 2020 at the office of Nepal Electricity Authority, Distribution and Consumer Services Directorate, Planning and Technical Services Department, Durbar Marg, Kathmandu. Bids must be valid for a period of 90 days from the date of bid opening and must be accompanied by a bid security, amounting to a minimum of NRs. 300,000.00 which shall be valid for 30 days beyond the validity period of the bid.
8. If the last date of submission and opening falls on a government holiday, then the next working day shall be considered as the last date. In such case the validity period of the bid security shall remain the same as specified for the original last date of bid submission.
9. NEA reserves the right to accept or reject any bids, partly or wholly, or cancel the bids altogether, without assigning any reason whatsoever.

Section 1 - Instructions to Bidders

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A. General

- 1. Scope of Bid**
 - 1.1 In connection with the Invitation for Bids (IFB) indicated in the Bid Data Sheet (BDS), the Purchaser, as indicated in the BDS, issues this Bidding Document for the supply of Goods and Related Services incidental thereto as specified in Section 6 (Schedule of Supply). The name, identification, and number of lots of the national competitive bidding (NCB) are provided in the BDS.
 - 1.2 Throughout this Bidding Document,
 - (a) the term “in writing” means communicated in written form and delivered against receipt;
 - (b) except where the context requires otherwise, words indicating the singular also include the plural and words indicating the plural also include the singular; and
 - (c) “day” means calendar day.
- 2. Source of Funds**
 - 2.1 The Borrower or Recipient (hereinafter called “Borrower”) indicated in the BDS has applied for or received financing (hereinafter called “funds”) from the KfW Development Bank (hereinafter called “KfW”) toward the cost of the project named in the BDS. The Borrower intends to apply a portion of the funds to eligible payments under the contract(s) for which this Bidding Document is issued.
 - 2.2 Payments by KfW will be made only at the request of the Borrower and upon approval by KfW in accordance with the terms and conditions of the Financing Agreement between the Borrower and KfW (hereinafter called the Financing Agreement), and will be subject in all respects to the terms and conditions of that Financing Agreement. No party other than the Borrower shall derive any rights from the Financing Agreement or have any claim to the funds.
- 3. Fraud and Corruption**
 - 3.1 KfW’s requires Borrowers (including beneficiaries of KfW-financed activity), as well as Bidders, Suppliers, and Contractors under KfW-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, KfW
 - (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, directly or indirectly, anything of value to influence improperly the actions of another party;
 - (ii) “fraudulent practice” means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;

- (iii) "coercive practice" means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
 - (iv) "collusive practice" means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party;
 - (v) "abuse" means theft, waste, or improper use of assets related to KfW-related activity, either committed intentionally or through reckless disregard;
 - (vi) "conflict of interest" means any situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations;
 - (vii) "obstructive practice" means (a) deliberately destroying, falsifying, altering, or concealing of evidence material to an KfW investigation, or deliberately making false statements to investigators, with the intent to impede an KfW investigation; (b) threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to a Bank investigation or from pursuing the investigation; or (c) deliberate acts intended to impede the exercise of KfW's contractual rights of audit or inspection or access to information; and
 - (viii) "integrity violation" is any act which violates KfW's Anticorruption Policy, including (i) to (v) above and the following: abuse, conflict of interest, violations of KfW sanctions, retaliation against whistleblowers or witnesses, and other violations of KfW's Anticorruption Policy, including failure to adhere to the highest ethical standard.
- (b) will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations in competing for the Contract;
 - (c) will cancel the portion of the financing allocated to a contract if it determines at any time that representatives of the borrower or of a beneficiary of KfW-financing engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations during the procurement or the execution of that contract, without the borrower having taken timely and appropriate action satisfactory to KfW to remedy the situation;
 - (d) will have the right to require that a provision be included in bidding documents and in contracts financed by KfW, requiring Bidders, suppliers and contractors to permit KfW or its representative to inspect their accounts and records and other documents relating to the bid submission and contract performance and to have them audited by auditors appointed by KfW.

3.2 All Bidders, consultants, contractors, suppliers and other third parties engaged or involved in KfW-related activities have a duty to cooperate fully in any screening or investigation when requested by KfW to do so. Such cooperation includes, but is not limited to, the following:

- (a) being available to be interviewed and replying fully and truthfully to all questions asked;
- (b) providing KfW with any items requested that are within the party's control including, but not limited to, documents and other physical objects;
- (c) upon written request by KfW, authorizing other related entities to release directly to KfW such information that is specifically and materially related, directly or indirectly, to the said entities or issues which are the subject of the investigation;
- (d) cooperating with all reasonable requests to search or physically inspect their person and/or work areas, including files, electronic databases, and personal property used on KfW activities, or that utilizes KfW's Information and Communications Technology (ICT) resources or systems (including mobile phones, personal electronic devices, and electronic storage devices such as external disk drives);
- (e) cooperating in any testing requested by KfW, including but not limited to, fingerprint identification, handwriting analysis, and physical examination and analysis; and
- (f) preserving and protecting confidentiality of all information discussed with, and as required by, KfW.

3.3

4. Eligible Bidders

4.1 A Bidder may be a natural person, private entity, or government-owned enterprise subject to ITB 4.5-or any combination of them with a formal intent to enter into an agreement or under an existing agreement in the form of a joint venture. In the case of a joint venture,

- (a) all parties to the Joint Venture shall be jointly and severally liable; and
- (b) the Joint Venture shall nominate a representative who shall have the authority to conduct all businesses for and on behalf of any and all the parties of the Joint Venture during the bidding process and, in the event the Joint Venture is awarded the Contract, during contract execution.

4.2 A Bidder, and all parties constituting the Bidder, shall have the nationality of an eligible country, in accordance with Section 5 (Eligible Countries). A Bidder shall be deemed to have the nationality of a country if the Bidder is a citizen or is constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of that country. This criterion shall also apply to the determination of the nationality of proposed subcontractors or suppliers for any part of the Contract, including related services.

- 4.3 A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to be in a conflict of interest with one or more parties in this bidding process if any of, including but not limited to, the following apply:
- (a) they have controlling shareholders in common; or
 - (b) they receive or have received any direct or indirect subsidy from any of them; or
 - (c) they have the same legal representative for purposes of this Bid; or
 - (d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to material information about or improperly influence the Bid of another Bidder, or influence the decisions of the Purchaser regarding this bidding process; or
 - (e) a Bidder participates in more than one bid in this bidding process, either individually or as a partner in a joint venture, except for alternative offers permitted under ITB 13. This will result in the disqualification of all Bids in which it is involved. However, subject to any finding of a conflict of interest in terms of ITB 4.3(a)–(d) above, this does not limit the participation of a Bidder as a subcontractor in another bid or of a firm as a subcontractor in more than one Bid; or
 - (f) a Bidder or any affiliated entity, participated as a consultant in the preparation of the design or technical specifications of the goods and services that are the subject of the Bid; or
 - (g) a Bidder was affiliated with a firm or entity that has been hired (or is proposed to be hired) by the Purchaser or Borrower as Project Manager for the contract.
- 4.4 Government-owned enterprises in the Purchaser's country shall be eligible only if they can establish that they (i) are legally and financially autonomous, (ii) operate under commercial law, and (iii) are not dependent agencies of the Purchaser.
- 4.5 Bidders shall provide such evidence of their continued eligibility satisfactory to the Purchaser, as the Purchaser shall reasonably request.
- 4.6 The borrower is entitled to exclude bidders if by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's country prohibits any import of goods or contracting of works or services from that country or any payments to persons or entities in that country or if the bidder has been included in the list of sanctions of the United Nations, of the EU, of the German Government or in any other list of sanctions
- 4.7 In case a prequalification process has been conducted prior to the bidding process, this bidding is open only to prequalified Bidders.
- 5. Eligible Goods and Related**
- 5.1 All Goods and Related Services to be supplied under the Contract and financed by KFW, shall have their country of origin in eligible source countries as defined in ITB 4.2, and all expenditures under the

Services

Contract will be limited to such Goods and Related Services.

- 5.2 For purposes of this clause, the term “goods” includes commodities, raw material, machinery, equipment, and industrial plants; and “related services” includes services such as insurance, transportation, installation, commissioning, training, and initial maintenance.
- 5.3 The term “country of origin” means the country where the goods have been mined, grown, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its imported components.
- 5.4 The nationality of the firm that produces, assembles, distributes, or sells the goods shall not determine their origin.

B. Contents of Bidding Document

6. **Sections of the Bidding Document** 6.1 The Bidding Document consists of Parts I, II, and III, which include all the sections indicated below, and should be read in conjunction with any addenda issued in accordance with ITB 8.
- PART I Bidding Procedures**
- Section 1 Instructions to Bidders (ITB)
 - Section 2 Bid Data Sheet (BDS)
 - Section 3 Evaluation and Qualification Criteria (EQC)
 - Section 4 Bidding Forms (BDF)
 - Section 5 Eligible Countries (ELC)
- PART II Supply Requirements**
- Section 6 Schedule of Supply (SS)
- PART III Conditions of Contract and Contract Forms**
- Section 7 General Conditions of Contract (GCC)
 - Section 8 Special Conditions of Contract (SCC)
 - Section 9 Contract Forms (COF)
- 6.2 The IFB issued by the Purchaser is not part of the Bidding Document.
- 6.3 The Purchaser is not responsible for the completeness of the Bidding Document and its addenda, if they were not obtained directly from the source stated by the Purchaser in the IFB.
- 6.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Document. Failure to furnish all information or documentation required by the Bidding Document, may result in the rejection of the Bid.
7. **Clarification of Bidding Document** 7.1 A prospective Bidder requiring any clarification on the Bidding Document shall contact the Purchaser in writing at the Purchaser’s address indicated in the BDS. The Purchaser will respond in writing to any request for clarification, provided that such request is received no later than 21 days prior to the deadline for submission of Bids. The Purchaser shall forward copies of its response to all Bidders who have acquired the Bidding Document in accordance with ITB 6.3,

including a description of the inquiry but without identifying its source. Should the Purchaser deem it necessary to amend the Bidding Document as a result of a clarification, it shall do so following the procedure under ITB 8 and ITB 24.2.

- 8. Amendment of Bidding Document**
- 8.1 At any time prior to the deadline for submission of the Bids, the Purchaser may amend the Bidding Document by issuing addenda.
- 8.2 Any addendum issued shall be part of the Bidding Document and shall be communicated in writing to all who have obtained the Bidding Document directly from the Purchaser in accordance with ITB 6.3.
- 8.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Purchaser may, at its discretion, extend the deadline for the submission of the Bids, pursuant to ITB 24.2.

C. Preparation of Bids

- 9. Cost of Bidding** 9.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Purchaser shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- 10. Language of Bid** 10.1 The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Purchaser, shall be written in the language specified in the BDS. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the BDS, in which case, for purposes of interpretation of the Bid, such translation shall govern.
- 11. Documents Comprising the Bid** 11.1 The Bid shall comprise the following:
- (a) Bid Submission Sheet and the applicable Price Schedules, in accordance with ITB 12, ITB 14, and ITB 15;
 - (b) Bid Security or Bid-Securing Declaration, in accordance with ITB 21;
 - (c) alternative Bids, if permissible, in accordance with ITB 13;
 - (d) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 22;
 - (e) documentary evidence in accordance with ITB 16, establishing the Bidder's eligibility to bid;
 - (f) documentary evidence in accordance with ITB 17, that the Goods and Related Services to be supplied by the Bidder are of eligible origin;
 - (g) documentary evidence in accordance with ITB 18 and ITB 31, that the Goods and Related Services conform to the Bidding Document;
 - (h) documentary evidence in accordance with ITB 19, establishing the Bidder's qualifications to perform the contract if its Bid is accepted; and

- (i) any other document required in the BDS.
- 12. Bid Submission Sheet and Price Schedules**
- 12.1 The Bidder shall submit the Bid Submission Sheet using the form furnished in Section 4 (Bidding Forms). This form must be completed without any alterations to its format, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.
- 12.2 The Bidder shall submit the Price Schedules for Goods and Related Services, according to their origin as appropriate, using the forms furnished in Section 4 (Bidding Forms) and as required in the BDS.
- 13. Alternative Bids**
- 13.1 Unless otherwise indicated in the BDS, alternative Bids shall not be considered.
- 14. Bid Prices and Discounts**
- 14.1 The prices and discounts quoted by the Bidder in the Bid Submission Sheet and in the Price Schedules shall conform to the requirements specified below.
- 14.2 All items in the Schedule of Supply must be listed and priced separately in the Price Schedules. If a Price Schedule shows items listed but not priced, their prices shall be assumed to be included in the prices of other items. Items not listed in the Price Schedule shall be assumed not to be included in the Bid, and provided that the Bid is substantially responsive, the corresponding adjustment shall be applied in accordance with ITB 32.3
- 14.3 The price to be quoted in the Bid Submission Sheet shall be the total price of the Bid excluding any discounts offered. Absence of the total bid price in the Bid Submission Sheet may result in the rejection of the Bid.
- 14.4 The Bidder shall quote discounts and the methodology for their application in the Bid Submission Sheet.
- 14.5 The terms EXW, CIF, CIP, and other similar terms shall be governed by the rules prescribed in the current edition of Incoterms, published by the International Chamber of Commerce, at the date of the Invitation for Bids or as specified in the BDS.
- 14.6 Prices shall be quoted as specified in each Price Schedule included in Section 4 (Bidding Forms). The disaggregation of price components is required solely for the purpose of facilitating the comparison of Bids by the Purchaser. This shall not in any way limit the Purchaser's right to contract on any of the terms offered
- (a) for Goods offered from within the Purchaser's country:
- (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 on the components and raw material used in the manufacture or assembly of goods quoted ex works or ex factory, or on the previously imported goods of foreign origin quoted ex

- warehouse, ex showroom, or off-the-shelf;
- (ii) sales tax and all other taxes applicable in the Purchaser's country and payable on the Goods if the Contract is awarded to the Bidder; and
 - (iii) the total price for the item.
- (b) for Goods offered from outside the Purchaser's country:
- (i) the price of the goods quoted CIF (named port of destination), or CIP (border point), or CIP (named place of destination), in the Purchaser's country, as specified in the BDS;
 - (ii) the price of the goods quoted FOB port of shipment (or FCA, as the case may be), if specified in the BDS; and
 - (iii) the total price for the item.
- (c) for Related Services whenever such are specified in the Schedule of Supply:
- (i) the local currency cost component of each item comprising the Related Services; and
 - (ii) the foreign currency cost component of each item comprising the Related Services, inclusive of all customs duties, sales and other similar taxes applicable in the Purchaser's country, payable on the Related Services, if the Contract is awarded to the Bidder.
- 14.7 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account, unless otherwise specified in the BDS. A Bid submitted with an adjustable price quotation shall be treated as nonresponsive and shall be rejected, pursuant to ITB 31. However, if in accordance with the BDS, prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract, but a Bid submitted with no indexes identified in the Tables of Adjustment Data, price adjustment shall be treated as zero for the purpose of price adjustment during the performance of the contract.
- 14.8 If so indicated pursuant to ITB 1.1, Bids are being invited for individual contracts (lots) or for any combination of contracts (packages). Unless otherwise indicated in the BDS, prices quoted shall correspond to 100% of the items specified for each lot and to 100% of the quantities specified for each item of a lot. Bidders wishing to offer any price discount for the award of more than one Contract shall specify in their bid the price discount applicable to each package, or alternatively, to individual Contracts within the package. Price discounts shall be submitted in accordance with ITB 14.4, provided the bids for all lots are submitted and opened at the same time.
- 15. Currencies of Bid**
- 15.1 The currency(ies) of the Bid and payment shall be as specified in the BDS.

- 16. Documents Establishing the Eligibility of the Bidder**
- 16.1 To establish their eligibility in accordance with ITB 4, Bidders shall
- (a) complete the eligibility declarations in the Bid Submission Sheet, included in Section 4 (Bidding Forms); and
 - (b) if the Bidder is an existing or intended Joint Venture in accordance with ITB 4.1, submit a copy of the Joint Venture Agreement, or a letter of intent to enter into such an agreement. The respective document shall be signed by all legally authorized signatories of all the parties to the existing or intended Joint Venture, as appropriate.
- 17. Documents Establishing the Eligibility of the Goods and Related Services**
- 17.1 To establish the eligibility of the Goods and Related Services, in accordance with ITB 5, Bidders shall complete the country of origin declarations in the Price Schedule Forms included in Section 4 (Bidding Forms).
- 18. Documents Establishing the Conformity of the Goods and Related Services to the Bidding Document**
- 18.1 To establish the conformity of the Goods and Related Services to the Bidding Document, the Bidder shall furnish as part of its Bid documentary evidence that the Goods and Related Services conform to the requirements specified in Section 6 (Supply of Supply).
- 18.2 The documentary evidence may be in the form of literature, drawings, or data, and shall consist of a detailed item-by-item description of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to those requirements, and if applicable, a statement of deviations and exceptions to the provisions of Section 6 (Schedule of Supply).
- 18.3 Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the Purchaser in Section 6 (Schedule of Supply), are intended to be descriptive only and not restrictive. The Bidder may offer other standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates, to the Purchaser's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in Section 6 (Schedule of Supply).
- 19. Documents Establishing the Qualifications of the Bidder**
- 19.1 The documentary evidence of the Bidder's qualifications to perform the contract, if its bid is accepted, shall establish to the Purchaser's satisfaction that the Bidder meets each of the qualification criterion specified in Section 3 (Evaluation and Qualification Criteria).
- 19.2 If so required in the BDS, a Bidder that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer's Authorization using the form included in Section 4 (Bidding Forms) to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in the Purchaser's country.
- 19.3 If so required in the BDS, a Bidder that does not conduct business within the Purchaser's country shall submit evidence that it will be

represented by an agent in the country equipped and able to carry out the Supplier's maintenance, repair, and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications.

**20. Period of
Validity of Bids**

20.1 Bids shall remain valid for the period specified in the BDS after the bid submission deadline date prescribed by the Purchaser. A Bid valid for a shorter period shall be rejected by the Purchaser as nonresponsive.

20.2 In exceptional circumstances, prior to the expiration of the bid validity period, the Purchaser may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB 21, it shall also be extended 28 days beyond the deadline of the extended bid validity period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its Bid.

**21. Bid Security/
Bid-Securing
Declaration**

21.1 Unless otherwise specified in the BDS, the Bidder shall furnish as part of its Bid, in original form, either a Bid-Securing Declaration or a bid security as specified in the BDS. In the case of a bid security, the amount and currency shall be as specified in the BDS.

21.2 If a Bid-Securing Declaration is required pursuant to ITB 21.1, it shall use the form included in Section 4 (Bidding Forms). The Purchaser will declare a Bidder ineligible to be awarded a Contract for a specified period of time, as indicated in the BDS, if a Bid-Securing Declaration is executed.

21.3 If a bid security is specified pursuant to ITB 21.1, the bid security shall be, at the Bidder's option, in any of the following forms:

- (a) an unconditional bank guarantee,
- (b) an irrevocable letter of credit, or
- (c) a cashier's or certified check,

all from a reputable source from an eligible country as described in Section 5 (Eligible Countries). In the case of a bank guarantee, the bid security shall be submitted either using the Bid Security Form included in Section 4 (Bidding Forms), or another form acceptable to the Purchaser. The form must include the complete name of the Bidder. The bid security shall be valid for 28 days beyond the original validity period of the bid, or beyond any period of extension if requested under ITB 20.2.

21.4 Unless otherwise specified in the BDS, any bid not accompanied by a substantially compliant bid security or Bid-Securing Declaration, if one is required in accordance with ITB 21.1, shall be rejected by the Purchaser as nonresponsive.

21.5 If a bid security is specified pursuant to ITB 21.1, the bid security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's furnishing of the performance security

pursuant to ITB 44.

- 21.6 If a bid security is specified pursuant to ITB 21.1, the bid security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the Contract Agreement and furnished the required performance security.
- 21.7 The bid security may be forfeited or the Bid-Securing Declaration executed,
- (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Submission Sheet, except as provided in ITB 20.2; or
 - (b) if the successful Bidder fails to
 - (i) sign the Contract Agreement in accordance with ITB 43;
 - (ii) furnish a performance security in accordance with ITB 44; or
 - (iii) accept the arithmetical corrections of its bid in accordance with ITB 33.
- 21.8 The bid security or the Bid-Securing Declaration of a Joint Venture shall be in the name of the Joint Venture that submits the bid. If the Joint Venture has not been legally constituted at the time of bidding, the bid security or the Bid-Securing Declaration shall be in the names of all future partners as named in the letter of intent mentioned in ITB 4.1.

22. Format and Signing of Bid

- 22.1 The Bidder shall prepare one original set of the documents comprising the Bid as described in ITB 11 and clearly mark it "ORIGINAL." Alternative bids, if permitted in accordance with ITB 13, shall be clearly marked "ALTERNATIVE". In addition, the Bidder shall submit copies of the bid, in the number specified in the BDS and clearly mark them "COPY." In the event of any discrepancy between the original and the copies, the original shall prevail.
- 22.2 The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as specified in the BDS and shall be attached to the Bid. The name and position held by each person signing the authorization must be typed or printed below the signature. If a Bidder submits a deficient authorization, the Bid shall not be rejected in the first instance. The Purchaser shall request the Bidder to submit an acceptable authorization within the number of days as specified in the BDS. Failure to provide an acceptable authorization within the prescribed period of receiving such a request shall cause the rejection of the Bid.
- 22.3 Any amendments such as interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the bid.

D. Submission and Opening of Bids

- 23. Sealing and Marking of Bids**
- 23.1 Bidders may always submit their bids by mail or by hand. When so specified in the BDS, Bidders have the option of submitting their bids electronically. Procedures for submission, sealing and marking are as follows:
- (a) Bidders submitting Bids by mail or by hand shall enclose the original and each copy of the Bid, including alternative Bids, if permitted in accordance with ITB 13, in separate sealed envelopes, duly marking the envelopes as "ORIGINAL", "ALTERNATIVE" and "COPY." These envelopes containing the original and the copies shall then be enclosed in one single envelope. The rest of the procedure shall be in accordance with ITB 23.2 and ITB 23.3.
 - (b) Bidders submitting Bids electronically shall follow the electronic bid submission procedures specified in the BDS.
- 23.2 The inner and outer envelopes shall
- (a) bear the name and address of the Bidder;
 - (b) be addressed to the Purchaser in accordance with ITB 24.1;
 - (c) bear the specific identification of this bidding process pursuant to ITB 1.1 and any additional identification marks as specified in the BDS; and
 - (d) bear a warning not to open before the time and date for bid opening, in accordance with ITB 27.1.
- 23.3 If all envelopes are not sealed and marked as required, the Purchaser will assume no responsibility for the misplacement or premature opening of the Bid.
- 24. Deadline for Submission of Bids**
- 24.1 Bids must be received by the Purchaser at the address and no later than the date and time indicated in the BDS.
- 24.2 The Purchaser may, at its discretion, extend the deadline for the submission of Bids by amending the Bidding Document in accordance with ITB 8, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.
- 25. Late Bids**
- 25.1 The Purchaser shall not consider any Bid that arrives after the deadline for submission of Bids, in accordance with ITB 24. Any Bid received by the Purchaser after the deadline for submission of Bids shall be declared late, rejected, and returned unopened to the Bidder.
- 26. Withdrawal, Substitution, and Modification of Bids**
- 26.1 A Bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITB 22.2 (except that withdrawal notices do not require copies). The corresponding substitution or modification of the bid must accompany the respective written notice. All notices must be
- (a) prepared and submitted in accordance with ITB 22 and ITB 23 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked

“WITHDRAWAL,” “SUBSTITUTION,” “MODIFICATION;” and

- (b) received by the Purchaser prior to the deadline prescribed for submission of bids, in accordance with ITB 24.

26.2 Bids requested to be withdrawn in accordance with ITB 26.1 shall be returned unopened to the Bidders.

26.3 No Bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Submission Sheet or any extension thereof.

27. Bid Opening

27.1 The Purchaser shall open the Bids in public at the address, on the date, and time specified in the BDS in the presence of Bidders’ designated representatives and anyone who chooses to attend. Any specific electronic bid opening procedures required if electronic bidding is permitted in accordance with ITB 23.1, shall be as specified in the BDS.

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 returned to the Bidder. No bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at bid opening. Next, envelopes marked “SUBSTITUTION” shall be opened, read out, recorded, and exchanged for the corresponding Bid being substituted, and the substituted Bid shall not be opened, but returned unopened to the Bidder. No bid substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out and recorded at bid opening. Envelopes marked “MODIFICATION” shall be opened, read out, and recorded with the corresponding Bid. No bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out and recorded at bid opening. Only envelopes that are opened, read out, and recorded at bid opening shall be considered further.

27.3 All other envelopes shall be opened one at a time, reading out the name of the Bidder and whether there is a modification; the Bid Prices (per lot if applicable), discounts, and alternative offers; the presence of a bid security or a Bid-Securing Declaration, if required; and any other details as the Purchaser may consider appropriate. Only discounts and alternative offers read out and recorded at bid opening shall be considered for evaluation. Unless otherwise specified in the BDS, all pages of the Bid Submission Sheet and Price Schedules are to be initialed by at least three representatives of the Purchaser attending the bid opening. No Bid shall be rejected at bid opening except for late bids, in accordance with ITB 25.1.

27.4 The Purchaser shall prepare a record of the bid opening that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, substitution, or modification; the Bid Price, per lot if applicable, any discounts, and alternative offers if they were permitted; and the presence or absence of a bid security or Bid-Securing Declaration, if one was required. The Bidders’

representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders who submitted bids on time, and posted online if electronic bidding was permitted.

E. Evaluation and Comparison of Bids

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| 28. Confidentiality | <p>28.1 Information relating to the examination, evaluation, comparison, and postqualification of Bids, and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process until information on the Contract award is communicated to all Bidders.</p> <p>28.2 Any attempt by a Bidder to influence the Purchaser in the examination, evaluation, comparison, and postqualification of the Bids or Contract award decisions may result in the rejection of its Bid.</p> <p>28.3 Notwithstanding ITB 28.2, from the time of bid opening to the time of Contract award, if any Bidder wishes to contact the Purchaser on any matter related to the bidding process, it should do so in writing.</p> |
| 29. Clarification of Bids | <p>29.1 To assist in the examination, evaluation, comparison and post-qualification of the Bids, the Purchaser may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder with regard to its Bid and that is not in response to a request by the Purchaser shall not be considered. The Purchaser's request for clarification and the response shall be in writing. No change in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Purchaser in the evaluation of the Bids, in accordance with ITB 33.</p> <p>29.2 If a Bidder does not provide clarifications on its Bid by the date and time set in the Purchaser's request for clarification, its bid may be rejected.</p> |
| 30. Deviations, Reservations, and Omissions | <p>30.1 During the evaluation of Bids, the following definitions apply:</p> <ul style="list-style-type: none"> (a) "Deviation" is a departure from the requirements specified in the Bidding Document; (b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Document; and (c) "Omission" is the failure to submit part or all of the information or documentation required in the Bidding Document. |
| 31. Determination of Responsiveness | <p>31.1 The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself, as defined in ITB 11.</p> <p>31.2 A substantially responsive bid is one that meets the requirements of the Bidding Document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that,</p> <ul style="list-style-type: none"> (a) if accepted, would <ul style="list-style-type: none"> (i) affect in any substantial way the scope, quality, or performance of the Goods and Related Services |

- specified in Section 6 (Schedule of Supply); or
- (ii) limits in any substantial way, inconsistent with the Bidding Document, the Purchaser's rights or the Bidder's obligations under the proposed Contract; or
- (b) if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive bids.
- 31.3 The Purchaser shall examine the technical aspects of the Bid in particular, to confirm that all requirements of Section 6 (Schedule of Supply) have been met without any material deviation, reservation, or omission.
- 31.4 If a Bid is not substantially responsive to the requirements of the Bidding Document, it shall be rejected by the Purchaser and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.
- 32. Nonmaterial Nonconformities**
- 32.1 Provided that a Bid is substantially responsive, the Purchaser may waive nonconformities in the bid that do not constitute a material deviation, reservation, or omission.
- 32.2 Provided that a Bid is substantially responsive, the Purchaser may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.
- 32.3 Provided that a Bid is substantially responsive, the Purchaser shall rectify quantifiable nonmaterial nonconformities or omissions related to the Bid Price. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of the missing or non-conforming item or component. The adjustment shall be made using the method indicated in Section 3 (Evaluation and Qualification Criteria).
- 33. Correction of Arithmetical Errors**
- 33.1 Provided that the Bid is substantially responsive, the Purchaser shall correct arithmetical errors on the following basis:
- (a) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected.
- (b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected.
- (c) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in

words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

- 33.2 If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be rejected, and its bid security may be forfeited, or its Bid-Securing Declaration executed.
- 34. Conversion to Single Currency** 34.1 For evaluation and comparison purposes, the currency(ies) of the Bid shall be converted into a single currency as specified in the BDS.
- 35. Margin of Preference** 35.1 Unless otherwise specified in the BDS, a margin of preference shall not apply.
- 36. Evaluation of Bids** 36.1 The Purchaser shall use the criteria and methodologies indicated in this clause. No other criteria or methodologies shall be permitted.
- 36.2 To evaluate a Bid, the Purchaser shall consider the following:
- (a) the bid price as quoted in accordance with ITB 14;
 - (b) price adjustment for correction of arithmetic errors in accordance with ITB 33.1;
 - (c) price adjustment due to discounts offered in accordance with ITB 14.4;
 - (d) adjustment for nonmaterial nonconformities in accordance with ITB 32.3;
 - (e) assessment whether the bid is abnormally low in accordance with ITB 37; and
 - (f) price adjustment due to application of the evaluation criteria specified in Section 3 (Evaluation and Qualification Criteria). These criteria may include factors related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services which shall be expressed to the extent practicable in monetary terms to facilitate comparison of bids unless otherwise specified in Section 3; and
 - (g) converting the amount resulting from applying (a) to (c) above, if relevant, to a single currency in accordance with ITB 34.
- 36.3 The Purchaser's evaluation of a bid will exclude and not take into account,
- (a) in the case of Goods offered from within the Purchaser's country, all sales tax and all other taxes, applicable in the Purchaser's country and payable on the Goods if the Contract is awarded to the Bidder;
 - (b) in the case of Goods offered from outside the Purchaser's country, all customs duties, sales tax, and other taxes, applicable in the Purchaser's country and payable on the Goods if the Contract is awarded to the Bidder; and
 - (c) any allowance for price adjustment during the period of

performance of the Contract, if provided in the Bid.

- 36.4 If the Bidding Document allows Bidders to quote separate prices for different lots (contracts), and the award to a single Bidder of multiple lots (contracts), the methodology to determine the lowest evaluated price of the lot (contract) combinations, including any discounts offered in the Bid Submission Sheet, is specified in Section 3 (Evaluation and Qualification Criteria).
- 37. Comparison of Bids** 37.1 The Purchaser shall compare all substantially responsive Bids to determine the lowest evaluated bid, in accordance with ITB 36.
- 38. Post-qualification of the Bidder** 38.1 The Purchaser shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated and substantially responsive Bid is qualified to perform the Contract satisfactorily.
- 38.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 19.
- 38.3 An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the Bid, in which event the Purchaser shall proceed to the next lowest evaluated Bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.
- 39. Purchaser's Right to Accept Any Bid, and to Reject Any or All Bids** 39.1 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 Bidders. In case of annulment, all Bids submitted and specifically, bid securities, shall be promptly returned to the Bidders.

F. Award of Contract

- 40. Award Criteria** 40.1 The Purchaser shall award the Contract to the Bidder whose offer has been determined to be the lowest evaluated Bid and is substantially responsive to the Bidding Document, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.
- 41. Purchaser's Right to Vary Quantities at Time of Award** 41.1 At the time the Contract is awarded, the Purchaser reserves the right to increase or decrease the quantity of Goods and Related Services originally specified in Section 6 (Schedule of Supply), provided this does not exceed the percentages indicated in the BDS, and without any change in the unit prices or other terms and conditions of the Bid and the Bidding Document.
- 42. Notification of Award** 42.1 Prior to the expiration of the period of bid validity, the Purchaser shall notify the successful Bidder, in writing, that its Bid has been accepted.
- 42.2 At the same time, the Purchaser shall also notify all other Bidders of the results of the bidding. The Purchaser will publish in an English language newspaper or well-known freely accessible website the results identifying the Bid and lot numbers and the following information: (i) name of each Bidder who submitted a Bid; (ii) bid prices as read out at bid opening; (iii) name and evaluated prices of

each Bid that was evaluated; (iv) name of Bidders whose Bids were rejected and the reasons for their rejection; and (v) name of the winning Bidder, and the price it offered, as well as the duration and summary scope of the contract awarded. After publication of the award, unsuccessful Bidders may request in writing to the Purchaser for a debriefing seeking explanations on the grounds on which their Bids were not selected. The Purchaser shall promptly respond in writing to any unsuccessful Bidder who, after publication of contract award, requests a debriefing.

42.3 Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.

43. Signing of Contract

43.1 Promptly after notification, the Purchaser shall send to the successful Bidder the Contract Agreement.

43.2 Within 28 days of receipt of the Contract Agreement, the successful Bidder shall sign, date, and return it to the Purchaser.

44. Performance Security

44.1 Within 28 days of the receipt of notification of award from the Purchaser, the successful Bidder shall furnish the Performance Security in accordance with the GCC, using for that purpose the Performance Security Form included in Section 9 (Contract Forms), or another form acceptable to the Purchaser.

44.2 Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract Agreement shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security or execution of the Bid-Securing Declaration. In that event, the Purchaser may award the Contract to the next lowest evaluated Bidder whose offer is substantially responsive and is determined by the Purchaser to be qualified to perform the Contract satisfactorily.

Section 2 - Bid Data Sheet

A. General	
ITB 1.1	The number of the Invitation for Bids (IFB) is: NCB-REIP-SDC-2019-02
ITB 1.1	The Purchaser is: Nepal Electricity Authority
ITB 1.1	The name of the national competitive bidding (NCB) is: Supply and Delivery of 4WD Ambulance. The identification number of the NCB is: NCB-REIP-SDC-2019-02 The number and identification of lots comprising this NCB is: None
ITB 2.1	The Borrower is: Government of Nepal
ITB 2.1	<i>The name of the Project is:</i> Reconstruction and Improvement of Electricity in Earthquake Affected Districts of Rasuwa and Nuwakot
B. Contents of Bidding Document	
ITB 7.1	For clarification purposes only, the Purchaser's address is: Attention: Mr. Prakash Raut Street address: NEA, DCSD Building, Ratnapark. Floor/Room number: 4th Floor City: Kathmandu Country: Nepal Fax: 977 01 4153152 E-mail address: rautprakash@gmail.com , rautprakash@nea.org.np
C. Preparation of Bids	
ITB 10.1	The language of the Bid is: English
ITB 11.1 (i)	<ul style="list-style-type: none"> ▪ The Bidder shall submit with its Bid the following additional documents: ▪ Copy of Firm Registration Certificate, ▪ Copy of Business Registration Certificate, ▪ Copy of VAT and PAN Registration Certificate, ▪ Copy of Tax Clearance Certificate/Tax return submission evidence for the F/Y 2075/076 ▪ A written declaration made by the bidder, with a statement that s/he is

	<p>not ineligible to participate in the procurement proceedings; has no conflict of interest in the proposed procurement proceedings, and has not been punished for a profession or business related offense.</p> <ul style="list-style-type: none"> ▪ Declaration of Undertaking and Covenant of Integrity as per format enclosed at Section-4 (Bidding Forms). The Declaration of Undertaking shall be signed by each JV member.
ITB 12.2	The units and rates in figures entered into the Price Schedules should be typewritten or if written by hand, must be in print form. Price Schedules not presented accordingly may be considered nonresponsive.
ITB 13.1	Alternative Bids shall not be permitted.
ITB 14.5	The Incoterms edition is: the latest edition of Incoterms (2010)
ITB 14.6 (b) (i)	For Goods offered from outside the Purchaser's country, the Bidder shall quote prices using the following Incoterms: CIP (1 unit at Trishuli 3B HuB Substation, Nuwakot and 1 unit at Chilime HuB Substation, Chilime, Rasuwa)
ITB 14.6 (b) (ii)	In addition to the above, the Bidder shall quote prices for Goods offered from outside the Purchaser's country using the following Incoterms: Not Applicable
ITB 14.7	The prices quoted by the Bidder shall not be adjustable.
ITB 14.8	<p>Prices quoted for each lot shall correspond at least to _____ % of the items specified for each lot. Not Applicable</p> <p>Prices quoted for each item of a lot shall correspond at least to _____ % of the quantities specified for this item of a lot. Not Applicable</p>
ITB 19.2	The Bidder is required to submit documentation to substantiate that it is an authorized dealer, distributor or reseller of the goods being procured.
ITB 19.3	The Bidder is required to include with its bid, evidence that it will be represented by an Agent in the Purchaser's country.
ITB 20.1	The bid validity period shall be 90 days.
ITB 21.1	The Bidder shall furnish a bid security amounting to a minimum of NRs 300,000.00 which shall be valid for minimum 30 days beyond the bid validity period
ITB 21.2	The ineligibility period will be: Not Applicable
ITB 21.4	Subject to the succeeding sentences, any bid not accompanied by an irrevocable and callable bid security shall be rejected by the Purchaser as nonresponsive. If a Bidder submits a bid security that (i) deviates in form, amount, and/or period of validity, or (ii) does not provide sufficient identification of the Bidder (including, without limitation, failure to indicate the name of the Joint Venture or, where the Joint Venture has not yet been constituted, the names of all future Joint Venture Partners), the Purchaser shall request the Bidder to submit a compliant bid security within 14 days of receiving such a request. Failure to provide a compliant bid security within the prescribed period

	of receiving such a request shall cause the rejection of the Bid.
ITB 22.1	In addition to the original Bid, the number of copies is: one (1).
ITB 22.2	The written confirmation of Authorization to sign on behalf of the Bidder shall consist of: An organizational document, board resolution or its equivalent, or power of attorney specifying the representative's authority to sign the Bid on behalf of, and to legally bind, the Bidder. If the Bidder is an intended or an existing joint venture, the power of attorney should be signed by all partners and specify the authority of the named representative of the joint venture to sign on behalf of, and legally bind, the intended or existing joint venture. If the joint venture has not yet been formed, also include evidence from all proposed joint venture partners of their intent to enter into a joint venture in the event of a contract award in accordance with ITB 16.1 (b).
ITB 22.2	The Bidder shall submit an acceptable authorization within seven (7) days.
D. Submission and Opening of Bids	
ITB 23.1	Bidders shall have the option of submitting their bids electronically.
ITB 23.1 (b)	Bidders shall have the option of submitting their Bids electronically, the electronic bidding submission procedures shall be as follows: <ul style="list-style-type: none"> i. The bidder is required to register in the e-GP system https://www.bolpatra.gov.np/egp following the procedure specified in e-GP guideline. ii. Interested bidders may either purchase the bidding document from the Employer's office as specified in the Invitation for Bid (IFB) or bidders may download the IFB and bidding document from e-GP system. iii. The registered bidders need to maintain their profile data required during preparation of bids. iv. In order to submit their bids, the cost of the bidding document can be deposited as specified in IFB. In addition, electronic scanned copy (.pdf format) of the bank deposit voucher/cash receipt should also be submitted along with the technical bid. v. The bidder can prepare their technical and price bids using data and documents maintained in bidder's profile and forms/format provided in bidding document by Employer. The bidder may submit bids as a single entity or as a joint venture. The bidder submitting bid in joint venture shall have to upload joint venture agreement along with partner(s) Bolpatra ID provided during bidder's registration. vi. Bidders (all partners in case of JV) should update their profile data and documents required during preparation and submission of their technical bids.

- vii. In case of bid submission in JV, the consent of the partners shall be obtained through the confirmation link sent to the registered email address and the partners shall have to acknowledge their confirmation.

The required forms and documents shall be part of the bids.

No.	Document	Requirement	Remarks
1.	Letter of Bid	Mandatory	PDF
2.	Bid Security/Bank Guarantee	Mandatory	PDF
3.	Company registration	Mandatory	PDF
4.	VAT registration	Mandatory	PDF
5.	Business Registration Certificate	Mandatory	PDF
6.	Tax clearances certificate F/Y 075/76	Mandatory	PDF
7.	Declaration of Undertaking and Covenant of Integrity	Mandatory	PDF
8.	Power of Attorney of Bid signatory	Mandatory	PDF
9.	Bank Voucher for cost of bid document	Mandatory	PDF
10.	Joint venture agreement	Mandatory in case of JV Bids	PDF
11.	Complete Price Schedule	Mandatory	PDF
12.	Qualification Documents	Mandatory	PDF
13.	Technical Specifications	Mandatory	PDF
14.	Additional documents specified in ITB 11.2 (i)	If applicable	PDF
15.	Delivery Schedule	Mandatory	PDF

Note: The documents specified as "Mandatory" should be included in e-submission and non-submission of the documents shall be considered as non-responsive bid.

- viii. After providing all the details and documents, two separate bid response documents i.e technical bids and price bids will be generated from the system. Bidders are advised to download and verify the response documents prior to bid submission.

- ix. For verifying the authentic user, the system will send one-time password (OTP) in the registered e-mail address of the bidder. System will validate the OTP and allow bidder to submit their bid.

- x. Electronically submitted bids can be modified and/or withdrawn through system. The bidder may modify their bids multiple times online within

	<p>bid submission date and time specified in e-GP system. Once a Bid is withdrawn, bidder won't be able to submit another bid response for the same bid.</p> <p>xi. The Bidder / Bid shall meet the following requirements and conditions for e-submission of bids;</p> <p>aa) The e-submitted bids must be readable through PDF reader.</p> <p>bb) The facility for submission of bid electronically through e-submission is to promote transparency, non-discrimination, equality of access, and open competition in the bidding process. The Bidders are fully responsible to use the e- submission facility properly in e-GP system as per specified procedures and in no case the Employer shall be held liable for Bidder's inability to use this facility.</p> <p>cc) When a bidder submits electronic bid through the PPMO e-GP portal, it is assumed that the bidder has prepared the bid by studying and examining the complete set of the Bidding documents including specifications, drawings and conditions of contract.</p>
ITB 23.2 (c)	The additional identification marks are: Not Applicable
ITB 24.1	<p>For bid submission purposes only, the Purchaser's address is :</p> <p>Attention: Mr. Prakash Raut</p> <p>Street address: NEA DCSD Building, Ratnapark</p> <p>Floor/Room number: 4th Floor</p> <p>City: Kathmandu</p> <p>Country: Nepal</p>
ITB 24.1	<p>The deadline for bid submission is:</p> <p>Date: 10 September, 2020</p> <p>Time: 12:00 HRs NST</p>
ITB 27.1	<p>The bid opening shall take place at:</p> <p>Street address: NEA DCSD Building, Ratnapark.</p> <p>Floor/Room number: 4th Floor</p> <p>City : Kathmandu</p> <p>Country: Nepal</p> <p>Date: 10 September, 2020</p> <p>Time: Immediate after Bid submission</p>
ITB 27.1	If electronic bid submission is permitted in accordance with ITB 23.1, the specific bid opening procedures shall be:

	<p>The Employer shall download the e-submitted Bid. The e-GP system allows the Employer to download the e-submitted bid only after bid opening date and time after login simultaneously by at least two members of the Bid Opening Committee.</p> <p>Electronically submitted Bid shall be opened at first in the same time and date as specified above. Electronic Bids shall be opened one by one and read out. The e-submitted bids must be readable through open standards interfaces. Unreadable and or partially submitted bid files shall be considered incomplete.</p>
ITB 27.3	The Bid Submission Sheet and Price Schedules shall be initialed by three (3) representatives of the Purchaser attending Bid opening.
E. Evaluation, and Comparison of Bids	
ITB 34.1	<p>The currency that shall be used for bid evaluation and comparison purposes to convert all bid prices expressed in various currencies into a single currency is: Nepalese Rupees</p> <p>The source of the selling exchange rate shall be: Nepal Rastra Bank (Central Bank of Nepal)</p> <p>The date for the selling exchange rate shall be: the day of the bid opening</p>
ITB 35.1	A margin of preference shall not apply.
F. Award of Contract	
ITB 41.1	<p>The maximum percentage by which quantities may be increased is: Not Applicable</p> <p>The maximum percentage by which quantities may be decreased is: Not Applicable</p>
ITB 42.3	The notification of award does not constitute a binding contract.

Section 3 - Evaluation and Qualification Criteria

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1. Evaluation Criteria

1.1 Technical Criteria

The cost of all quantifiable deviations or deficiencies from the technical requirements as specified in Section 6 (Schedule of Supply) shall be evaluated. The Purchaser will make its own assessment of the cost of these deviations or deficiencies for the purpose of ensuring fair comparison of Bids.

1.2 Margin of Preference: Not Applicable

1.3 Economic Criteria

Only the Bids confirming to the technical specifications and substantially responsive to the bidding documents shall be compared on the basis of their quoted and evaluated price, and lowest priced bid shall be selected for award.

1.3.1 Minor Omissions or Missing Items

Pursuant to ITB 32.3, the cost of all quantifiable nonmaterial nonconformities or omissions from the contractual and commercial conditions shall be evaluated. The Purchaser will make its own assessment of the cost of any nonmaterial nonconformities and omissions for the purpose of ensuring fair comparison of Bids.

1.3.2 Adjustment for Deviations from the Terms of Payment

Deviations from the Terms of Payment as specified in SCC 16.1 are not permitted.

1.3.3 Adjustment for Deviations in the Delivery and Completion Schedule

Bidders are required to base their prices on the Delivery and Completion Schedule specified in Section 6 (Schedule of Supply). Deviations from the Delivery and Completion Schedule specified in Section 6 (Schedule of Supply) are not permitted.

1.3.4 Operating and Maintenance (O&M) Costs: Not Applicable

1.3.5 Spare Parts: Not Applicable

1.3.6 Performance and Productivity of the Goods: Not Applicable

1.4 Multiple Lots (Contracts): Not Applicable

2. Qualification Criteria

Bidders shall meet the qualification criteria set by the Purchaser on a pass-fail basis. Unless specifically indicated otherwise, it is the legal entity or entities comprising the Bidder and not the Bidder's parent companies, subsidiaries, or affiliates that must satisfy these criteria.

2.1 Eligibility and Pending Litigation

2.1.1 Eligibility

Criteria Requirement	Compliance Requirements			Documents
	Single Entity	Joint Venture		Submission Requirements
All Partners Combined		Each Partner	One Partner	

2.1.1.1 Nationality

Nationality in accordance with ITB Subclause 4.2.	must meet requirement	must meet requirement	must meet requirement	not applicable	Bid Submission Sheet; Forms ELI – 1 and ELI - 2
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2.1.1.2 Conflict of Interest

No conflicts of interest in accordance with ITB Subclause 4.3.	must meet requirement	must meet requirement	must meet requirement	not applicable	Bid Submission Sheet
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2.1.1.3 KfW Eligibility

Not having been declared ineligible by KfW, as described in Section 5 and signed Declaration of Undertaking.	must meet requirement	must meet requirement	must meet requirement	not applicable	Bid Submission Sheet
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2.1.1.4 Government-Owned Enterprise

Bidder required to meet conditions of ITB Subclause 4.5.	must meet requirement	must meet requirement	must meet requirement	not applicable	Bid Submission Sheet; Forms ELI – 1 and ELI - 2
--	-----------------------	-----------------------	-----------------------	----------------	---

2.1.1.5 United Nations Eligibility

Not having been excluded by an act of compliance with a United Nations Security Council resolution in accordance with	must meet requirement	must meet requirement	must meet requirement	not applicable	Bid Submission Sheet
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ITB Subclause 4.7.					
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2.2 Experience and Technical Capacity

2.2.1 Contractual Experience

Criteria	Compliance Requirements			Documents	
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
Successful completion as main supplier within the last 3 years, of at least one (1) contract each valued at NRs 15,000,000.00 with nature, and complexity similar to the scope of supply described in Section 6 (Schedule of Supply).	must meet requirement	must meet requirement	not applicable	not applicable	Form EXP - 1

2.3 Financial Situation

2.3.1 Historical Financial Performance

Criteria	Compliance Requirements			Documents	
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
Submission of audited financial statements or, if not required by the law of the Bidder's country, other financial statements acceptable to the Purchaser, for the last three (3) years to demonstrate the current soundness of the Bidder's financial position. As a minimum, the Bidder's net worth for the last year calculated as the difference between total assets and total liabilities should be positive.	must meet requirement	not applicable	must meet requirement	not applicable	Form FIN - 1

2.3.2 Size of Operation (Average Annual Turnover)

Criteria	Compliance Requirements			Documents	
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
Minimum average annual turnover of NRs 30,000,000.00 calculated as total payments received by the Bidder for contracts completed or under execution over the last three (3) years.	must meet requirement	must meet requirement	must meet 25 of the requirement	must meet 40 of the requirement	Form FIN - 2

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Bid Submission Sheet

- Note -

The bidder must accomplish the Bid Submission Sheet on its letterhead clearly showing the bidder's complete name and address.

Date: _____
 National Competitive Bidding (NCB) No.: _____
 Invitation for Bid (IFB) No.: _____
 Alternative No.: _____

To: *[insert complete name of the purchaser]*

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Document, including Addenda issued in accordance with Instructions to Bidders (ITB) 8.
- (b) We offer to supply in conformity with the Bidding Document and in accordance with the delivery schedule specified in Section 6 (Schedule of Supply), the following Goods and Related Services:
 . . . *[insert a brief description of the goods and related services]* . . .
- (c) The total price of our Bid, excluding any discounts offered in item (d) below, is

[amount of foreign currency in words], [amount in figures], and [amount of local currency in words], [amount in figures]

The total bid price from the price schedules should be entered by the bidder inside this box. Absence of the total bid price in the Bid Submission Sheet may result in the rejection of the bid.

- (d) The discounts offered and the methodology for their application are as follows:

Discounts: If our Bid is accepted, the following discounts shall apply: *[specify in detail each discount offered and the specific item of the Schedule of Supply to which it applies]*

Methodology of Application of the Discounts: The discounts shall be applied using the following method: *[specify in detail the method that shall be used to apply the discounts]*

- (e) Our Bid shall be valid for a period of *[insert validity period as specified in ITB 20.1 of the BDS]* days from the date fixed for the bid submission deadline in accordance with the Bidding Document, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
- (f) If our Bid is accepted, we commit to obtain a Performance Security in the amount of *[specify a figure between 5% and 10%, which should be consistent with that of SCC 18.1]* percent of the Contract Price for the due performance of the Contract.

- (g) Our firm, including any subcontractors or suppliers for any part of the Contract, have nationalities from eligible countries in accordance with Section 5.
- (h) We, including any subcontractors or suppliers for any part of the contract, do not have any conflict of interest in accordance with ITB 4.3.
- (i) We are not participating, as a Bidder in more than one Bid in this bidding process in accordance with ITB 4.3(e), other than alternative offers in accordance with the Bidding Document.
- (j) Our firm, its affiliates or subsidiaries, including any subcontractors or suppliers for any part of the Contract, has not been declared ineligible by the KfW, under the Purchaser's country laws or official regulations or by an act of compliance with a decision of the United Nations Security Council.
- (k) [We are not a government-owned enterprise] / [We are a government-owned enterprise but meet the requirements of ITB 4.5].¹
- (l) The following commissions, gratuities, or fees have been paid or are to be paid with respect to the bidding process or execution of the Contract:²

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

- (m) We understand that this Bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal Contract is prepared and executed.
- (n) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.
- (o) We agree to permit KfW or its representative to inspect our accounts and records and other documents relating to the bid submission and to have them audited by auditors appointed by KfW.

Name _____

In the capacity of _____

Signed _____

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

Date _____

¹ Use one of the two options as appropriate.

² If none has been paid or is to be paid, indicate "None."

Price Schedule for Goods

Manufactured Outside the Purchaser's Country, already imported

Name of Bidder _____ IFB Number _____ Page ___ of ___

Item	Description	Country of Origin	Domestic Value Added in Percent	Quantity and Unit of Measurement	Unit Price EXW	Total EXW Price per item	Sales and Other Taxes Per Item	Total Price per Item including Taxes
1	2	3	4	5	6	7 = 5 x 6	8	9 = 7 + 8
1.	4WD, Ambulance			2 Nos.				
Total Amount								

Notes:

Column 4: In accordance with margin of preference ITB 35, if applicable.
Domestic Value Added comprises domestic labor, the domestic content of materials, domestic overheads and profits from the stage of mining the raw material until final assembly.

Column 6: Incoterm in accordance with ITB 14
Currency in accordance with ITB 15
Price shall include all customs duties and sales and other taxes already paid or payable on the components and raw materials used in the manufacture or assembly of the item or the customs duties and sales and other taxes already paid on previously imported items.

Column 8: Payable in the Purchaser's country if Contract is awarded

Name _____

In the capacity of _____

Signed _____

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

Date _____

**Price Schedule for Goods
to Be Offered from Outside the Purchaser's Country**

Name of Bidder _____ IFB Number _____ Page ____ of ____

Item	Description	Country of Origin	Quantity and Unit of Measurement	Unit Price CIF (...) or CIP (...)	Unit Price FOB (...) or FCA (...)	Total Price CIF or CIP per Item	Total Price FOB or FCA per Item
1	2	3	4	5	6	7 = 4 x 5	8 = 4 x 6
	4WD, Ambulance		2 Nos.		Not Applicable		Not Applicable
Total Amount							

Notes:

Total Bid Price shall be inclusive of Custom Duty, VAT and all other applicable taxes will be borne by the Government of Nepal (GoN).

Columns 5 and 6: Incoterm in accordance with ITB 14
Currency in accordance with ITB 15

Column 6: Only to be used if the Purchaser wishes to reserve transportation and insurance to domestic companies or other designated sources. Identification of the lowest evaluated bid must be on the basis of the CIF or CIP price, but the Purchaser may sign the contract on FOB or FCA terms and make its own arrangement for transportation and/or insurance.

Name _____

In the capacity of _____

Signed _____

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

Date _____

Price Schedule For Goods

Name of Bidder _____ Invitation for Bid No.: _____

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

Name _____

In the capacity of _____

Signed _____

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

¹ The price shall include the cost of goods, other taxes already paid or payable on the components and raw material used in the manufacture or assembly of the item, the customs duties, transportation cost up to final delivery, insurance cost, unloading, and any other cost for (incidental) services, if any, related to the delivery of goods. All risks and responsibilities up to the final destination including installation and commissioning of Goods, if applicable, shall be borne by the Supplier.

Bid Security

Bank Guarantee

Address of guarantor bank:

.....
.....

Address of beneficiary (contracting agency):

.....
.....

We, the undersigned (Guarantor), in order to enable
to bid for (Project, object of contract), hereby irrevocably and
independently guarantee to pay to you an amount up to a total of
..... waiving all objections and defences.

We shall effect payments under this guarantee on your first written demand, which must be
accompanied by your confirmation that you have accepted the above-mentioned bid and that the firm
..... is no longer prepared to abide by this bid.

This guarantee shall expire no later than

By this date we must have received any claims for payment by letter or encoded telecommunication.

It is understood that you will return this guarantee to us on expiry or after payment of the total amount
to be claimed hereunder.

This guarantee is governed by the laws of

.....

.....

Place, Date

Guarantor

-- Note --

*In case of a joint venture, the bid security/ Bid Bond must be in the name of all partners to the
joint venture that submits the bid.*

Declaration of Undertaking

We underscore the importance of a free, fair and competitive procurement process that precludes abusive practices. In this respect we have neither offered nor granted directly or indirectly any inadmissible advantages to any public servant or other person nor accepted such advantages in connection with our bid, nor will we offer or grant or accept any such incentives or conditions in the present procurement process or, in the event that we are awarded the contract, in the subsequent execution of the contract. We also declare that no conflict of interest exists in the meaning of the kind described in the corresponding Guidelines¹.

We also underscore the importance of adhering to environmental and social standards in the implementation of the project. We undertake to comply with applicable labour laws and the Core Labour Standards of the International Labour Organization (ILO) as well as national and applicable international standards of environmental protection and health and safety standards.

We will inform our staff about their respective obligations and about their obligation to fulfill this declaration of undertaking and to obey the laws of the country of @ (name of country).

We also declare that our company/all members of the consortium has/have not been included in the list of sanctions of the United Nations, nor of the EU, nor of the German Government, nor in any other list of sanctions and affirm that our company/all members of the consortium will immediately inform the client and KfW if this situation should occur at a later stage.

We acknowledge that, in the event that our company (or a member of the consortium) is added to a list of sanctions that is legally binding on the client and/or KfW, the client is entitled to exclude our company/the consortium from the procurement procedure and, if the contract is awarded to our company/the consortium, to terminate the contract immediately if the statements made in the Declaration of Undertaking were objectively false or the reason for exclusion occurs after the Declaration of Undertaking has been issued.

.....
(Place)	(Date)	(Name of company)
	
		(Signature(s))

¹ See “Guidelines for the Assignment of Consultants in Financial Cooperation with Partner Countries” and “Guidelines for Procurement of Goods, Works and associated Services in Financial Cooperation with Partner Countries”

Covenant of Integrity

to the Promoter from a Tenderer, Contractor, Supplier or Consultant to be attached to its Tender (or to the Contract in the case of a negotiated procedure)

I [Name], in my function as [function/position held] in [name of the company] and duly authorized representative for the signature of the contract to be signed for [title of the call for tender or the contract] hereby declare that we observe the highest standards of ethics during the procurement and, if we are successful in our tender, the performance of the contract and have not engaged nor will engage in, or have been convicted of, any fraud, corruption, collusion or other malpractice. Where convictions occurred, details of the conviction and remedial measures are provided. If such events should occur in the future, we hereby undertake to so inform [Promoter and AFD/EIB/KfW (whoever is MRI Lead Financier)] immediately.

Moreover, neither our company¹ nor any entity member of the joint venture or of the consortium or any one acting on our behalf, such as sub-contractors, is the subject of a current exclusion /has been the subject of any debarment, exclusion or other sanctioning decision by any of the Participating MRI Partners on the grounds of corruption, collusion, fraud or other malpractice² and we further undertake to immediately inform [Promoter and AFD/EIB/KfW (whoever is MRI Lead Financier)] if this situation was to occur at a later stage.

I also declare that neither our company nor any entity member of the joint venture or of the consortium is currently included /has been included on the list of financial sanctions (including in particular the fight against financing of terrorism) adopted by the United Nations, the EU financial or any national sanction³ list which is binding for any the MRI Partners and we further undertake to immediately inform [Promoter and AFD/EIB/KfW (whoever is MRI Lead Financier)] if this situation were to occur at a later stage.

We acknowledge that in the event our company or any entity member of the joint venture or of the consortium i/ is, after this Covenant of Integrity or the contract have been signed, added to any financial sanctions list or debarment or sanctioning decision enumerated above or ii/ made a false statement in the Covenant of Integrity, the contract may not be eligible for funding by one or more of the Participating MRI Partners (AFD, EIB, KfW). We commit not to procure goods and services from

¹ For the purposes of these provisions “company” or “entity” shall include directors, employees, agents.

² Corrupt, collusive, fraudulent or coercive or obstructive practice are defined in EIB’s Guide to Procurement; for KfW: See "Guidelines for the Assignment of Consultants in German Financial Cooperation" and "Guidelines for Procurement of Goods, Works and associated Services in Financial Cooperation with Partner Countries "; for AFD, see “ General Policy for combating corruption, fraud, anti-competitive practices, money laundering and terrorist financing” and “Guidelines for the procurement of AFD-financed contracts in foreign countries”.

³ i.e. French sanction list for AFD, German sanction list for KfW.

countries which are under an embargo which is binding upon any of [AFD, EIB, KfW – mention the Participating MRI Partners for the project concerned].

We also acknowledge that, in the afore-mentioned events, [Promoter] is entitled to exclude our company/the consortium from the procurement procedure and, if the contract is awarded to our company/the consortium, such events may lead to termination of the contract, in accordance with the terms of the contract.

In the event that we are awarded the contract, we grant the Participating MRI Partners and auditors appointed by either of them, as well as any authority or European Union institution or body having competence under European Union law, the right of inspection of our records and those of all our sub-contractors, under the contract, as well as joint venture/consortium partners. We accept to preserve these records generally in accordance with applicable law but in any case for at least six years from the date of substantial performance of the contract.

I declare that our company / consortium undertakes to comply with labour laws and national and international standards of environmental protection, health and safety applicable in the jurisdiction / country of implementation of the Project, including those contained in any relevant International Labour Organization (ILO) conventions and international agreements on environmental protection, as well as with mitigation measures of the Environmental and Social Management Plan if applicable.

.....

(Place)

.....

(Date)

.....

(Signature)

Manufacturer's Authorization

Date: *[insert date (as day, month and year) of bid submission]*

NCB No.: *[insert number of bidding process]*

To: *[insert complete name of the employer]*

WHEREAS

We *[insert complete name of the manufacturer or manufacturer's authorized agent]*, who are official manufacturers or agent authorized by the Manufacturer of *[insert type of goods manufactured]*, having factories at *[insert full address of manufacturer's factories]*, do hereby authorize *[insert complete name of the bidder]* to submit a bid the purpose of which is to provide the following goods, manufactured by us *[insert name and/or brief description of the goods]*, and to subsequently negotiate and sign the Contract.

We hereby extend our full guarantee and warranty in accordance with Clause 27 of the General Conditions of Contract, with respect to the goods offered by the above firm.

Signed: *[insert signature(s) of authorized representative(s) of the manufacturer]*

Name: *[insert complete name(s) of authorized representative(s) of the manufacturer]*

Title: *[insert title]*

Duly authorized to sign this Authorization on behalf of *[insert complete name of the manufacturer]*

Dated on _____ day of _____, _____ *[insert date of signing]*

-- Note --

The bidder shall require the manufacturer to fill out this form in accordance with the instructions indicated. This letter of authorization should be signed by a person with the proper authority to sign documents that are binding on the manufacturer. The bidder shall include it in its bid, if so indicated in the BDS.

Bidder's Qualification

To establish its qualifications to perform the contract in accordance with Section 3 (Evaluation and Qualification Criteria), the Bidder shall provide the information requested in the corresponding Information Sheets included hereunder.

Form ELI - 1: Bidder's Information Sheet

Bidder's Information	
Bidder's legal name	
In case of a Joint Venture, legal name of each partner	
Bidder's country of constitution	
Bidder's year of constitution	
Bidder's legal address in country of constitution	
Bidder's authorized representative (name, address, telephone number(s), fax number(s) and e-mail address)	
<p>Attached are copies of the following documents:</p> <p><input type="checkbox"/> 1. In case of a single entity, articles of incorporation or constitution of the legal entity named above, in accordance with ITB 4.1 and ITB 4.2</p> <p><input type="checkbox"/> 2. Authorization to represent the firm or Joint Venture named above, in accordance with ITB 22.2</p> <p><input type="checkbox"/> 3. In case of a Joint Venture, a letter of intent to form a Joint Venture or Joint Venture agreement, in accordance with ITB 4.1</p> <p><input type="checkbox"/> 4. In case of a government-owned enterprise, any additional documents not covered under 1 above required to comply with ITB 4.5</p>	

Form ELI - 2: Joint Venture Information Sheet

Each member of the Joint Venture must fill out this form separately.

Joint Venture Information	
Bidder's legal name	
Joint Venture Partner's legal name	
Joint Venture Partner's country of constitution	
Joint Venture Partner's year of constitution	
Joint Venture Partner's legal address in country of constitution	
Joint Venture Partner's authorized representative information (name, address, telephone number(s), fax number(s) and e-mail address)	
Attached are copies of the following documents:	
<input type="checkbox"/> 1. Articles of incorporation or constitution of the legal entity named above, in accordance with ITB 4.1 and ITB 4.2	
<input type="checkbox"/> 2. Authorization to represent the firm named above, in accordance with ITB 22.2	
<input type="checkbox"/> 3. In the case of a government-owned enterprise, documents establishing legal and financial autonomy and compliance with commercial law, in accordance with ITB 4.5	

Form LIT – 1: Pending Litigation and Arbitration

Each Bidder must fill out this form if so required under Criterion 2.1.2 of Section 3 (Evaluation and Qualification Criteria) to describe any pending litigation or arbitration formally commenced against it.

In case of a Joint Venture, each Joint Venture Partner must fill out this form separately and provide the Joint Venture Partner’s name below:

Joint Venture Partner: _____

Pending Litigation and Arbitration			
<p>Choose one of the following:</p> <p><input type="checkbox"/> No pending litigation and arbitration.</p> <p><input type="checkbox"/> Below is a description of all pending litigation and arbitration against the Bidder (or each Joint Venture member if Bidder is a Joint Venture).</p>			
Year	Matter in Dispute	Value of Pending Claim in \$ Equivalent	Value of Pending Claim as a Percentage of Net Worth

- Note -
This form shall only be included if Criterion 2.1.2 of Section 3 (Evaluation and Qualification Criteria) is applicable.

Form EXP - 1: Contractual Experience

Fill out one (1) form per contract.

Contractual Experience		
Contract No of	Contract Identification	
Award Date	Completion Date	
Role in Contract	<input type="checkbox"/> Manufacturer <input type="checkbox"/> Supplier <input type="checkbox"/> Subcontractor	
Total Contract Amount	\$	
If partner in a joint venture or subcontractor, specify participation of total contract amount	Percent of Total	Amount
Purchaser's name Address Telephone/Fax Number E-mail		
Description of the Similarity in Accordance with Criterion 2.2.1 of Section 3 (Evaluation and Qualification Criteria)		

- Note -

This form shall only be included if Criterion 2.2.1 of Section 3 (Evaluation and Qualification Criteria) is applicable.

Form EXP - 2: Technical Experience

Fill out one (1) form per contract.

Technical Experience	
Name of Product	
Manufacturer:	Address and Nationality:
Requirements in Accordance with Criterion 2.2.2 of Section 3 (Evaluation and Qualification Criteria)	
(i) Product has been in production for at least years.	
(ii) Product (or equipment) has been sold a minimum of units of similar type and specification over the last three (3) years.	
(iii) Product has been in operation for a minimum of years.	

- Note -

This form shall only be included if Criterion 2.2.2 of Section 3 (Evaluation and Qualification Criteria) is applicable. Add pages as necessary. The Purchaser reserves the right to verify authenticity of Bidder submissions.

Form EXP - 3: Production Capacity

Fill out one (1) form per product and manufacturer.

Production Capacity	
Name of Product	
Manufacturer:	Address and Nationality:
Requirements in Accordance with Criterion 2.2.3 of Section 3 (Evaluation and Qualification Criteria)	
Production facility 1 (include location):	
Production facility 2 (include location):	
Production facility 3 (include location):	

- Note -

This form shall only be included if Criterion 2.2.3 of Section 3 (Evaluation and Qualification Criteria) is applicable. The Purchaser reserves the right to verify authenticity of Bidder submissions.

Form FIN - 1: Historical Financial Performance

Each Bidder must fill out this form.

In case of a Joint Venture, each Joint Venture Partner must fill out this form separately and provide the Joint Venture Partner's name below:

Joint Venture Partner: _____

Financial Data for Previous ___ Years [\$ Equivalent]		
Year 1:	Year 2:	Year ___:

Information from Balance Sheet

Total Assets (TA)			
Total Liabilities (TL)			
Net Worth = TA-TL			
Current Assets (CA)			
Current Liabilities (CL)			
Working Capital = CA - CL			

Most Recent Working Capital		To be obtained for most recent year and carried forward to FIN - 3 Line 1; in case of joint ventures, to the corresponding Joint Venture Partner's FIN - 3.
------------------------------------	--	---

Information from Income Statement

Total Revenues			
Profits Before Taxes			
Profits After Taxes			

- Attached are copies of financial statements (balance sheets including all related notes, and income statements) for the last _____ years, as indicated above, complying with the following conditions:
- Unless otherwise required by Section 3 of the Bidding Documents, all such documents reflect the financial situation of the legal entity or entities comprising the Bidder and not the Bidder's parent companies, subsidiaries, or affiliates.
 - Historical financial statements must be audited by a certified accountant.
 - Historical financial statements must be complete, including all notes to the financial statements.
 - Historical financial statements must correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).

- Note -

This form shall only be included if Criterion 2.3.1 of Section 3 (Evaluation and Qualification Criteria) is applicable.

Form FIN - 2: Size of Operation (Average Annual Turnover)

Each Bidder must fill out this form.

The information supplied should be the Annual Turnover of the Bidder or each member of a Joint Venture in terms of the amounts billed to clients for each year for work in progress or completed, converted to US dollars at the rate of exchange at the end of the period reported.

In case of a Joint Venture, each Joint Venture Partner must fill out this form separately and provide the Joint Venture Partner's name below:

Joint Venture Partner: _____

Annual Turnover Data for the Last . . . Years			
Year	Amount Currency	Exchange Rate	\$ Equivalent
Average Annual Turnover			

- Note -

This form shall only be included if Criterion 2.3.2 of Section 3 (Evaluation and Qualification Criteria) is applicable.

Form FIN - 3: Cash Flow Capacity

Specify proposed sources of financing, such as working capital, liquid assets,¹ lines of credit, and other financial resources (other than any contractual advance payments) available to meet the cash flow requirements indicated under Criterion 2.3.3 of Section 3 (Evaluation and Qualification Criteria).

Financial Resources		
No.	Source of financing	Amount (\$ equivalent)
1		
2		
3		

- Note -

This form shall only be included if Criterion 2.3.3 of Section 3 (Evaluation and Qualification Criteria) is applicable.

¹ Liquid assets mean cash and cash equivalents, short-term financial instruments, short-term available-for-sale-securities, marketable securities, trade receivables, short-term financing receivables, and other assets that can be converted into cash within one (1) year.

Section 5 - Eligible Countries

This section contains the list of eligible countries.

Bidders (of Nepal) may submit bids if none of the following reasons for exclusion apply:

1. The country of origin is ruled out by sanctions issued by the German Government or the Government of Nepal.
2. The Bidder is or was involved as a consultant in the preparation or implementation of the project.
3. The Bidder is legally barred from the procurement process in the country of the contracting agency on the grounds of previous violations of regulations on fraud and corruption.
4. The bidder is listed in the Central Exclusion Database, maintained by Funding Agency(ies).
5. All countries shall be eligible countries except if the country of origin is ruled out by sanctions issued by the UN Security Council or sanctions issued by the European Union, the German Government or the Government of Nepal.

Section 6 - Schedule of Supply

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2. Delivery and Completion Schedule.....	6-3
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1. List of Goods and Related Services

Lot No. : <i>[if applicable]</i>				
Lot Name : <i>[if applicable]</i>				
Item No.	Name of Goods or Related Services	Description	Unit of Measurement	Quantity
1	4WD Ambulance	Supply and Delivery of 4WD Ambulance	Nos.	2

2. Delivery and Completion Schedule

The delivery period shall start as of _____.

Item No.	Description of Goods or Related Services	Delivery Schedule (as per Incoterms)	Location	Required Arrival Date of Goods or Completion Date for Related Services
1	4WD Ambulance	90 days from the Date of Contract Effectiveness	(1 unit at Trishuli 3B HuB Substation, Nuwakot and 1 unit at Chilime HuB Substation, Chilime, Rasuwa)	

3. Technical Specifications


4 WD Ambulance

1. General

The provisions of this section of specification shall only be applicable to the extent of scope of supply of Ambulance. The intent of specification covers the following:

SN	Description	Requirement
1	General	Right Hand Drive Ambulance with four wheel drive (4 WD) suitable for on and off road driving conditions. Should be capable to deliver adequate traction and maneuverability/stability needed for safe driving even in rough, sandy and/or slippery and hilly road conditions of Nepal. Gross weight of the Vehicle shall be less than 3000kg.
2	Engine	Turbocharged intercooled diesel Engine, Minimum 2300 cc, developing with rated power output not less than 60 PS at governed RPM with torque minimum. 190 Nm @ governed RPM, Engine fully equipped with accessories for efficient full load operation of the vehicle at operating conditions, cold starting device, and heavy duty fuel filter.
3	Transmission	a) Manual Synchromesh b) At least 5 forward and one reverse
4	Emission Standard	The Emission Standard of the vehicle should be "Vehicle Mass Emission Standard" of Nepal which is to be certified by Department of Transport Management, Nepal.
5	Ground Clearance	High Ground Clearance preferred. Minimum 175 mm
6	Brakes	Operating only on Hydraulic System or vacuum assisted hydraulic brakes. Front: Disc or Drum Rear: Disc or Drum Parking Brakes: Disc or Drum operated hydraulically or, mechanically
7	Steering	Power/Manual Steering
8	Wheels	At least 14 inch in diameter with radial or, cross-ply tires.
9	Wheel Base	At least 2500 mm
10	Turning Radius	Less than 8 m
11	Fuel Tank	Minimum 45 Ltrs.

12	Siren	Suitable siren audible to the range of 0.5 km
13	Flickering or Revolving Lights	At least three blue colored flickering or revolving lights at the front end of driver's cabin.
14	Gauges	<ul style="list-style-type: none"> a) Speedometer b) Odometer c) Temperature Indicator d) Oil Pressure indicator And not limited to those mentioned above
15	Cabin	<ul style="list-style-type: none"> a) All metallic cab with 2 doors at front and one at rear. b) Laminated glass wind screen. c) Insulated roof. d) Floor mats And not limited to those above.
16	Body	<ul style="list-style-type: none"> a) AMBULANCE should be written in front end (as mirror image) and rear end of vehicle. b) There must be star of life emblem (Appendix 1) of height 30cm at left, right and rear end of vehicle. c) 2/3rd of the body must be painted in yellow color. Remaining portion should be painted in Battenberg pattern or, chess board pattern of green and red color. The 2/3rd part painted should be continuous and preferably in upper part and on outer portion of body. This leaves space for Battenberg or, chess board pattern at lower half of vehicle's body.
17	Essential Accessories	<ul style="list-style-type: none"> d) Headlight, Tail Light, Brake Light, Reverse Light, Turn Signal e) Cabin lights f) Dashboard mounted control for siren and flickering light g) Seat belts for driver and co-driver h) Anti-skid floor i) Stretcher j) Oxygen Supply Cylinder Holder k) Fire Extinguisher l) A foot step at the rear entrance/exit door.
18	Tools	A set of tools those are required for general repair of vehicle. At least one portable hydraulic jack should be provided.
19	Medical equipments for ambulance	<ul style="list-style-type: none"> a) All emergency equipment <ul style="list-style-type: none"> o Stethoscope

		<ul style="list-style-type: none"> ○ B.P.Apparatus ○ Torchlight <p>b) Oxygen Cylinder c) Stretcher d) First Aid Kit e) Nebulizer set f) Cervical collars g) CPR board</p> <p>“All the equipment should be available within ambulance and equipment should be operable within the ambulance, whether the ambulance is running or stationary”</p>
20	Related service	The good set up of service Centre must be available in Nepal with trained man power, testing equipment and working tools. For this purpose the bidder should provide the sufficient documentary evidences that the service Centre is providing repair and maintenance support, at least since past two (2) years.
21	Delivery	Will be decided in Contract Negotiation
22	Star of Life Embelam (30 cm Height) Appendix 1	

The Bidder shall provide complete description, catalogue and certified dimensional drawings of Ambulance.

The Bidder shall furnish a clause-by-clause commentary on specification, specifying compliance and deviations, if any.

The Bidder shall provide Two (2) copies of the Parts Catalogue and Workshop Manual of the offered model. The Bidder shall also provide documents pertinent to the year of launch and commercial production of the offered model.

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

TECHNICAL DATA SHEETS

(To be completed by Bidder and to be submitted with the bid)

Item: 4WD Ambulance

TECHNICAL DATA SHEET FOR 4WD Ambulance				
S. No.	Criteria	NEA Requirements	Filled by Bidder (Yes or No)	Deviations
1	General			
a	General	Right Hand Drive Ambulance with four wheel drive (4 WD) suitable for on and off road driving conditions. Should be capable to deliver adequate traction and maneuverability/stability needed for safe driving even in rough, sandy and/or slippery and hilly road conditions of Nepal. Gross weight of the Vehicle shall be less than 3000kg.		
b	Seating Capacity	at least for 2 persons (including driver)		
c	Pay load	greater than or equal to 900 kg		
d	Speed	greater than or equal to 100 km/hr		
2	Engine			
a	Type	4 stroke, displacement of engine shall be minimum 2300 c.c.		
b	Power Output	greater than or equal to 46 kW @ optimum rpm, shall fully equipped with accessories for efficient full load operation		
c	Torque	greater than or equal to 190 Nm @ optimum rpm, shall fully equipped with accessories for efficient full load operation		
d	Emission Standard	The Emission Standard of the vehicle should comply with the latest " Vehicle Mass Emission Standard " of Nepal. The comply certificate is to be certified by Department of Transport Management, Nepal		
3	Tyre size	Radial Tubeless as per standard		
4	Gauges	Speedometer, water temperature, Fuel, Oil Pressure etc. as necessary for the efficient operation and maintenance.		
5	Clutch	Dry, single plate		
6	Transmission	Manual shift at least five forward and one reverse, all forward synchromesh		
7	Dimensions:			
	Overall Length	4250-5000 mm		

	Overall Width	1700-1900 mm		
	Overall Height	1700-2100 mm		
	Wheelbase	(2500-3000) mm		
8	Ground Clearance	greater than or equal to 175 mm.		
9	Steering	Power Steering		
10	Fuel Tank Capacity	greater than or equal to 45 liters		
11	Cab	2 doors at front and one at rear, all metallic cab with insulated roof, laminated/tinted glass wind screen washers and wiper, comfortable and adjustable seats for driver and co-passenger, two sun visor, rear view mirror and two side view mirror.		
12	Chassis and frame	Steel, heavy duty suitable for rough road conditions with tow hook		
13	Turning Radius (m)	Shall be less than 8 m		
14	Brakes	Hydraulic operated on all wheels and parking brake.		
a	Front	Disc or Drum		
b	Rear	Disc or Drum		
15	Suspension Type			
a	Front	Leaf spring Rigid or Advanced type		
b	Rear	Leaf spring Rigid Axle or Advance type		
16	Essential Accessories	a) Headlight, Tail Light, Brake Light, Reverse Light, Turn Signal		
		b) Cabin lights		
		c) Dashboard mounted control for siren and flickering light		
		d) Seat belts for driver and co-driver		
		e) Anti-skid floor		
		f) Stretcher		
		g) Oxygen Supply Cylinder Holder		
		h) Fire Extinguisher		
		i) A foot step at the rear entrance/exit door.		
17	Medical Equipments	a) All emergency equipment <ul style="list-style-type: none"> o Stethoscope o B.P.Apparatus o Torch Light 		
		b) Oxygen Cylinder		

18	Tools	c) Stretcher		
		d) First Aid Kit		
		e) Nebulizer Set		
		f) Cervical collars		
		g) CPR board		
		A complete set of tools as required for general maintenance shall be supplied		
19	Color	2/3rd of the body must be painted in yellow color. Remaining portion should be painted in Battenberg pattern or, chess board pattern of green and red color. The 2/3rd part painted should be continuous and preferably in upper part and on outer portion of body. This leaves space for Battenberg or, chess board pattern at lower half of vehicle's body.		
20	Fuel Consumption	To be filled by bidder		
21	Warranty	At least one year or vehicle running up to 20,000 km whichever comes earlier starting after the delivery and acceptance of vehicle by the Client.		
22	Star of Life	Star of Life Embelam (30 cm Height)		

4. Drawings

These Bidding Documents includes *the following* drawings.

[If documents shall be included, insert the following List of Drawings]

List of Drawings		
Drawing Nr.	Drawing Name	Purpose
1	Certified Outline Drawings showing dimensions, arrangements and locations of all parts	For identification of parts during O&M

5. Inspections and Tests

The following documents shall be submitted along with the Bid:

1. Type Test Certificate for the Offered Model of the 4WD Ambulance
2. Type Test Reports for the Offered Model of the 4WD Ambulance
3. Pollution Test Certificate issued by GoN

The following tests shall be conducted after delivery of Goods:

1. General Verification and Operational Test

Section 7 - General Conditions of Contract

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1. Definitions

- 1.1 The following words and expressions shall have the meanings hereby assigned to them:
- (a) "Contract" means the Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendixes, and all documents incorporated by reference therein.
 - (b) "Contract Documents" means the documents listed in the Agreement, including any amendments thereto.
 - (c) "Contract Price" means the price payable to the Supplier as specified in the Agreement, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.
 - (d) "Day" means calendar day.
 - (e) "Delivery" means the transfer of the Goods from the Supplier to the Purchaser in accordance with the terms and conditions set forth in the Contract.
 - (f) "Completion" means the fulfillment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.
 - (g) "Eligible Countries" means the countries and territories eligible as listed in Section 5.
 - (h) "GCC" means the General Conditions of Contract.
 - (i) "Goods" means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Purchaser under the Contract.
 - (j) "Purchaser's Country" is the country specified in the Special Conditions of Contract (SCC).
 - (k) "Purchaser" means the entity purchasing the Goods and Related Services, as specified in the SCC.
 - (l) "Related Services" means the services incidental to the supply of the goods, such as insurance, installation, training and initial maintenance and other similar obligations of the Supplier under the Contract.
 - (m) "SCC" means the Special Conditions of Contract.
 - (n) "Subcontractor" means any natural person, private or government entity, or a combination of the above, including its legal successors or permitted assigns, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.

- (o) "Supplier" means the natural person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Agreement, and includes the legal successors or permitted assigns of the Supplier.
 - (p) "KfW" is the KfW Development Bank.
 - (q) "The Site," where applicable, means the place named in the SCC.
- 2. Contract Documents**
- 2.1 Subject to the order of precedence set forth in the Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory.
- 3. Fraud and Corruption**
- 3.1 KfW's Anticorruption Policy requires Borrowers (including beneficiaries of KfW-financed activity), as well as Bidders, Suppliers, and Contractors under KfW-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, KfW
- (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, directly or indirectly, anything of value to influence improperly the actions of another party;
 - (ii) "fraudulent practice" means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
 - (iii) "coercive practice" means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
 - (iv) "collusive practice" means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party;
 - (v) "abuse" means theft, waste, or improper use of assets related to KfW-related activity, either committed intentionally or through reckless disregard;
 - (vi) "conflict of interest" means any situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations;
 - (vii) "obstructive practice" means (a) deliberately destroying, falsifying, altering, or concealing of evidence material to an KfW investigation; (b) making false statements to investigators in order to materially impede an KfW investigation; (c) failing to comply with requests to provide

information, documents, or records in connection with an Office of Anticorruption and Integrity (OAI) investigation; (d) threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or (e) materially impeding KfW's contractual rights of audit or access to information; and

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

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

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

3.2 All Bidders, consultants, contractors, suppliers and other third parties engaged or involved in KfW-related activities have a duty to cooperate fully in any screening or investigation when requested by KfW to do so. Such cooperation includes, but is not limited to, the following:

(a) being available to be interviewed and replying fully and truthfully to all questions asked;

(b) providing KfW with any items requested that are within the party's control including, but not limited to, documents and other physical objects;

(c) upon written request by KfW, authorizing other related entities to release directly to KfW such information that is specifically and materially related, directly or indirectly, to the said entities or issues which are the subject of the investigation;

(d) cooperating with all reasonable requests to search or physically inspect their person and/or work areas, including files, electronic databases, and personal property used on KfW activities, or that utilizes KfW's Information and Communications Technology (ICT) resources or systems (including mobile phones, personal electronic devices, and electronic storage devices such as external disk drives);

(e) cooperating in any testing requested by KfW, including but not limited to, fingerprint identification, handwriting analysis,

and physical examination and analysis; and

- (f) preserving and protecting confidentiality of all information discussed with, and as required by, KfW.

3.3 All Bidders, consultants, contractors and suppliers shall ensure that, in its contract with its sub-consultants, Subcontractors and other third parties engaged or involved in KfW-related activities, such sub-consultants, Subcontractors and other third parties similarly undertake the foregoing duty to cooperate fully in any screening or investigation when requested by KfW to do so.

3.4 The Supplier shall permit KfW to inspect the Supplier's accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by KfW, if so required by KfW.

4. Interpretation

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

4.2 Incoterms

- (a) The meaning of any trade term and the rights and obligations of parties thereunder shall be as prescribed by Incoterms.

- (b) EXW, CIF, CIP, and other similar terms, shall be governed by the rules prescribed in the current edition of Incoterms, published by the International Chamber of Commerce at the date of the Invitation for Bids or as specified in the SCC.

4.3 Entire Agreement

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

4.4 Amendment

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

4.5 Nonwaiver

- (a) Subject to GCC Subclause 4.5(b) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.

- (b) Any waiver of a party's rights, powers, or remedies under the

Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

4.6 Severability

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

5. Language

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

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

6. Joint Venture

6.1 If the Supplier is a Joint Venture all of the parties shall be jointly and severally liable to the Purchaser for the fulfillment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the Joint Venture. The composition or the constitution of the Joint Venture shall not be altered without the prior consent of the Purchaser.

7. Eligibility

7.1 The Supplier and its Subcontractors shall have the nationality of an eligible country. A Supplier or Subcontractor shall be deemed to have the nationality of a country if it is a citizen or constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of that country.

7.2 All Goods and Related Services to be supplied under the Contract and financed by KFW shall have their origin in Eligible Countries. For the purpose of this clause, "country of origin" means the country where the goods have been grown, mined, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its imported components.

8. Notices

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

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

9. Governing Law

9.1 The Contract shall be governed by and interpreted in accordance with the laws of the Purchaser's country, unless otherwise specified in the

SCC.

- 10. Settlement of Disputes**
- 10.1 The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
- 10.2 If the parties fail to resolve such a dispute or difference by mutual consultation within 28 days from the commencement of such consultation, either party may require that the dispute be referred for resolution to the formal mechanisms specified in the SCC.
- 11. Scope of Supply**
- 11.1 Subject to the SCC, the Goods and Related Services to be supplied shall be as specified in Section 6 (Schedule of Supply).
- 11.2 Unless otherwise stipulated in the Contract, the Scope of Supply shall include all such items not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining Delivery and Completion of the Goods and Related Services as if such items were expressly mentioned in the Contract.
- 12. Delivery**
- 12.1 Subject to GCC Subclause 33.1, the Delivery of the Goods and Completion of the Related Services shall be in accordance with the Delivery and Completion Schedule specified in the Section 6 (Schedule of Supply). The details of shipping and other documents to be furnished by the Supplier are specified in the SCC.
- 13. Supplier's Responsibilities**
- 13.1 The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with GCC Clause 11, and the Delivery and Completion Schedule, as per GCC Clause 12.
- 14. Purchaser's Responsibilities**
- 14.1 Whenever the supply of Goods and Related Services requires that the Supplier obtain permits, approvals, and import and other licenses from local public authorities, the Purchaser shall, if so required by the Supplier, make its best effort to assist the Supplier in complying with such requirements in a timely and expeditious manner.
- 14.2 The Purchaser shall pay all costs involved in the performance of its responsibilities, in accordance with GCC Subclause 14.1.
- 15. Contract Price**
- 15.1 The Contract Price shall be as specified in the Agreement subject to any additions and adjustments thereto, or deductions therefrom, as may be made pursuant to the Contract.
- 15.2 Prices charged by the Supplier for the Goods delivered and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any price adjustments authorized in the SCC.
- 16. Terms of Payment**
- 16.1 The Contract Price shall be paid as specified in the SCC.
- 16.2 The Supplier's request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed, and by the

documents submitted pursuant to GCC Clause 12 and upon fulfillment of all the obligations stipulated in the Contract.

- 16.3 Payments shall be made promptly by the Purchaser, no later than 60 days after submission of an invoice or request for payment by the Supplier, and the Purchaser has accepted it.
- 16.4 The currency or currencies in which payments shall be made to the Supplier under this Contract shall be specified in the SCC.
- 17. Taxes and Duties**
- 17.1 For goods supplied from outside the Purchaser's country, the Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the Purchaser's country.
- 17.2 For goods supplied from within the Purchaser's country, the Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.
- 17.3 If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in the Purchaser's Country, the Purchaser shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.
- 18. Performance Security**
- 18.1 The Supplier shall, within 28 days of the notification of Contract award, provide a Performance Security for the due performance of the Contract in the amounts and currencies specified in the SCC.
- 18.2 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.
- 18.3 The Performance Security shall be denominated in the currencies of the Contract, or in a freely convertible currency acceptable to the Purchaser, and shall be in one of the forms stipulated by the Purchaser in the SCC, or in another form acceptable to the Purchaser.
- 18.4 The Performance Security shall be discharged by the Purchaser and returned to the Supplier not later than 28 days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in the SCC.
- 19. Copyright**
- 19.1 The copyright in all drawings, documents, and other materials containing data and information furnished to the Purchaser by the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Purchaser directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party.
- 20. Confidential Information**
- 20.1 The Purchaser and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Subcontractor such documents, data, and other information it

receives from the Purchaser to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier under GCC Clause 20.

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

20.3 The obligation of a party under GCC Subclauses 20.1 and 20.2 above, however, shall not apply to information that

- (a) the Purchaser or Supplier needs to share with KFW or other institutions participating in the financing of the Contract;
- (b) now or hereafter enters the public domain through no fault of that party;
- (c) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or
- (d) otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.

20.4 The above provisions of GCC Clause 20 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.

20.5 The provisions of GCC Clause 20 shall survive completion or termination, for whatever reason, of the Contract.

21. Subcontracting

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

21.2 Subcontracts shall comply with the provisions of GCC Clauses 3 and 7.

22. Specifications and Standards

22.1 Technical Specifications and Drawings

- (a) The Supplier shall ensure that the Goods and Related Services comply with the technical specifications and other provisions of the Contract.
- (b) The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any

modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser.

- (c) The Goods and Related Services supplied under this Contract shall conform to the standards mentioned in Section 6 (Schedule of Supply) and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the country of origin of the Goods.

22.2 Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Section 6 (Schedule of Supply). During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with GCC Clause 33.

23. Packing and Documents

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

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

24. Insurance

24.1 Unless otherwise specified in the SCC, the Goods supplied under the Contract shall be fully insured, in a freely convertible currency from an eligible country, against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery, in accordance with the applicable Incoterms or in the manner specified in the SCC.

25. Transportation

25.1 Unless otherwise specified in the SCC, obligations for transportation of the Goods shall be in accordance with the Incoterms specified in Section 6 (Schedule of Supply).

26. Inspections and Tests

26.1 The Supplier shall at its own expense and at no cost to the Purchaser carry out all such tests and/or inspections of the Goods and Related Services as are specified in Section 6 (Schedule of Supply).

26.2 The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the final destination of the Goods, or in another place in the Purchaser's country as specified in the SCC. Subject to GCC Subclause 26.3, if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to

the Purchaser.

- 26.3 The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC Subclause 26.2, provided that the Purchaser bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.
- 26.4 Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Purchaser. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Purchaser or its designated representative to attend the test and/or inspection.
- 26.5 The Purchaser may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications, codes, and standards under the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impedes the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.
- 26.6 The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.
- 26.7 The Purchaser may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Purchaser, and shall repeat the test and/or inspection, at no cost to the Purchaser, upon giving a notice pursuant to GCC Subclause 26.4.
- 26.8 The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Purchaser or its representative, nor the issue of any report pursuant to GCC Subclause 26.6, shall release the Supplier from any warranties or other obligations under the Contract.

27. Liquidated Damages

- 27.1 Except as provided under GCC Clause 32, if the Supplier fails to deliver any or all of the Goods or perform the Related Services within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the SCC of the Contract Price for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in the SCC. Once the maximum is reached, the Purchaser may terminate the Contract pursuant to GCC Clause 35.

28. Warranty

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

the Contract.

- 28.2 Subject to GCC Subclause 22.1, the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination.
- 28.3 Unless otherwise specified in the SCC, the warranty shall remain valid for 12 months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the SCC, or for 18 months after the date of shipment or loading in the country of origin, whichever period concludes earlier.
- 28.4 The Purchaser shall give Notice to the Supplier, stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects.
- 28.5 Upon receipt of such Notice, the Supplier shall, within the period specified in the SCC, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser.
- 28.6 If having been notified, the Supplier fails to remedy the defect within the period specified in the SCC, the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

29. Patent Indemnity

- 29.1 The Supplier shall, subject to the Purchaser's compliance with GCC Subclause 29.2, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of
- (a) the installation of the Goods by the Supplier or the use of the Goods in the country where the Site is located; and
 - (b) the sale in any country of the products produced by the Goods.

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

- 29.2 If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in GCC Subclause 29.1, the Purchaser shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.
- 29.3 If the Supplier fails to notify the Purchaser within 28 days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf.
- 29.4 The Purchaser shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.
- 29.5 The Purchaser shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Purchaser.

30. Limitation of Liability

- 30.1 Except in cases of gross negligence or willful misconduct,
- (a) neither party shall be liable to the other party for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser; and
 - (b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort, or otherwise, shall not exceed the amount specified in the SCC, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the Supplier to indemnify the Purchaser with respect to patent infringement.

31. Change in Laws and Regulations

- 31.1 Unless otherwise specified in the Contract, if after the date of the Invitation for Bids, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in the place of the Purchaser's country where the Site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced

cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with GCC Clause 15.

- 32. Force Majeure**
- 32.1 The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- 32.2 For purposes of this clause, "Force Majeure" means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- 32.3 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.
- 33. Change Orders and Contract Amendments**
- 33.1 The Purchaser may at any time order the Supplier through Notice in accordance GCC Clause 8, to make changes within the general scope of the Contract in any one or more of the following:
- (a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
 - (b) the method of shipment or packing;
 - (c) the place of delivery; and
 - (d) the Related Services to be provided by the Supplier.
- 33.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery and Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be asserted within 28 days from the date of the Supplier's receipt of the Purchaser's change order.
- 33.3 Prices to be charged by the Supplier for any Related Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.
- 34. Extensions of**
- 34.1 If at any time during performance of the Contract, the Supplier or its Subcontractors should encounter conditions impeding timely delivery

Time

of the Goods or completion of Related Services pursuant to GCC Clause 12, 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 ratified by the parties by amendment of the Contract.

34.2 Except in case of Force Majeure, as provided under GCC Clause 32, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 27, unless an extension of time is agreed upon, pursuant to GCC Subclause 34.1.

35. Termination**35.1 Termination for Default**

- (a) The Purchaser, without prejudice to any other remedy for breach of Contract, by Notice of default sent to the Supplier, may terminate the Contract in whole or in part,
 - (i) if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 34; or
 - (ii) if the Supplier fails to perform any other obligation under the Contract.
 - (iii) if the Supplier, in the judgment of the Purchaser has engaged in fraud and corruption, as defined in GCC Clause 3, in competing for or in executing the Contract.
- (b) In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 35.1(a), the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Purchaser for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

35.2 Termination for Insolvency

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

35.3 Termination for Convenience

- (a) The Purchaser, by Notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience.

The Notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

- (b) The Goods that are complete and ready for shipment within 28 days after the Supplier's receipt of the Notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect
 - (i) to have any portion completed and delivered at the Contract terms and prices; and/or
 - (ii) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier.

36. Assignment

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

**37. Respectful
Work
Environment**

37.1 The Contractor shall ensure that its employees and sub-contractors observe the highest ethical standards and refrain from any form of bullying, discrimination, misconduct and harassment, including sexual harassment and shall, at all times, behave in a manner that creates an environment free of unethical behavior, bullying, misconduct and harassment, including sexual harassment. The Contractor shall take appropriate action against any employees or sub-contractors, including suspension or termination of employment or sub-contract, if any form of unethical or inappropriate behavior is identified.

37.2 The Contractor shall conduct training programs for its employees and sub-contractors to raise awareness on and prevent any form of bullying, discrimination, misconduct and harassment including sexual harassment, and to promote a respectful work environment. The Contractor shall keep an up to date record of its employees and subcontractors who have attended and completed such training programs and provide such records to the Purchaser at their first written request.

Section 8 - Special Conditions of Contract

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

GCC 1.1(j)	The Purchaser's country is: Nepal
GCC 1.1(k)	The Purchaser is: Nepal Electricity Authority, Reconstruction and Improvement of Electricity in Earthquake Affected Districts of Rasuwa and Nuwakot
GCC 1.1 (q)	The Site is: Rasuwa and Nuwakot
GCC 4.2 (b)	The version of Incoterms shall be: 2010
GCC 5.1	The language shall be: English The language for translation of supporting documents and printed literature is: English
GCC 8.1	For notices , the Purchaser's address shall be: Attention: Mr. Prakash Raut Street address: NEA DCSD Building, Ratnapark Floor/ Room number: 4 th Floor City: Kathmandu ZIP code: Country: Nepal Fax: +977 1 4153146 E-mail: rautprakash@gmail.com, rautprakash@nea.org.np
GCC 9.1	The governing law shall be: Law of Nepal
GCC 10.2	The formal mechanism for the resolution of disputes shall be: Arbitration In the case of a dispute between the Purchaser and the Supplier, the dispute shall be settled by arbitration in accordance with the Nepal Council of Arbitration (NEPCA). Place of Arbitration shall be Kathmandu at a place as agreed by the Employer and the Contractor. Kathmandu District Court shall be the court of competent jurisdiction in all matters of this contract.

GCC 11.1	The Scope of Supply shall be defined in : Section 6(Schedule of Supply)
GCC 12.1	<p>Details of shipping and documents to be furnished by the Supplier shall be:</p> <p>Upon shipment, the Supplier shall notify the Purchaser and the Insurance Company by telex or fax the full details of the shipment, including Contract number, description of Goods, quantity, the vessel, the bill of lading number and date, port of loading, date of shipment, port of discharge, etc. The Supplier shall send the following documents to the Purchaser, with a copy to the Insurance Company:</p> <ul style="list-style-type: none"> (a) Two copies of the Supplier's invoice showing the description of the Goods, quantity, unit price, and total amount; (b) original and two copies of the negotiable, clean, on-board bill of lading marked "freight prepaid" and two copies of nonnegotiable bill of lading; (c) Two copies of the packing list identifying contents of each package; (d) insurance certificate; (e) Manufacturer's or Supplier's warranty certificate; (f) Inspection certificate, issued by the nominated inspection agency, and the Supplier's factory inspection report; and (g) certificate of origin. <p>The Purchaser shall receive the above documents at least one (1) week before arrival of the Goods at the port or place of arrival and, if not received, the supplier will be responsible for any consequent expenses.</p> <p>For Goods from within the Purchaser's country as per Incoterm EXW:</p> <p>Upon delivery of the Goods to the transporter, the Supplier shall notify the Purchaser and send the following documents to the Purchaser:</p> <ul style="list-style-type: none"> (a) two copies of the Supplier's invoice showing the description of the Goods, quantity, unit price, and total amount; (b) delivery note, railway receipt, or truck receipt; (c) Manufacturer's or Supplier's warranty certificate; (d) Inspection certificate, issued by the nominated inspection agency, and the Supplier's factory inspection report (if applicable); and (e) Certificate of origin. <p>The Purchaser shall receive the above documents before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses.</p>
GCC 15.2	The price adjustment shall be: Not Applicable

GCC 16.1	<p>Payment of the Contract Price shall be made in the following manner:</p> <p>(a) Advance Payment: Twenty percent (20%) of the total EXW amount as an advance payment against receipt of invoice, and an irrevocable advance payment security for the equivalent amount made out in favor of the Employer. The advance payment security may be reduced in proportion to the value of the materials delivered to the site, as evidenced by delivery documents</p> <p>(b) On Delivery: Seventy five percent (75%) of the total or pro rata EXW amount upon Incoterm "Ex-Works," upon delivery to the site within 45 days after receipt of invoice.</p> <p>(c) On Acceptance: Five percent (5%) of the total or pro rate EXW amount upon submission of the Operational Acceptance Certificate, within 45 days after receipt of invoice.</p>
GCC 16.4	The currencies for payments shall be: Currency of the Bid
GCC 16.5	<p>KfW's Reimbursement Clause: Any reimbursements, guarantee or similar claimable payments and any insurance payments shall be made for account of the Borrower (the End-user) to account no.38 000 000 00 (IBAN: DE53 5002 0400 3800 0000 00) at KfW, Frankfurt am Main (BIC: KFWIDEFF; BLZ 500 204 00), with KfW crediting such payments to the account of the Borrower (the End-user). If such payments are made in local currency, they shall be remitted to a special account of the Borrower (the End-user) in the country of the Borrower (the End-user), which may be drawn on only with the consent of KfW.</p>
GCC 18.1	<p>The Supplier shall provide a Performance Security of (5) five percent of the Contract Price. The Performance Security shall be denominated in the following amounts and currencies:</p> <p>The amounts and currencies of the performance security, which shall be in proportion to the amounts and currencies of the contract price.</p>
GCC 18.3	The forms of acceptable Performance Security are: In accordance with Contract Forms.
GCC 18.4	Discharge of the Performance Security shall take place: In accordance with GCC Sub clause 18.4
GCC 23.2	The packing, marking, and documentation within and outside the packages shall be: As per standard practice
GCC 24.1	The insurance coverage shall be in accordance with: Pursuant to GCC Sub clause 24.1, the Supplier must insure the Goods in an amount equal to 110% of the CIP price of the Goods from "Warehouse" to "Warehouse" on "All Risks" basis, including War Risks and Strikes.
GCC 25.1	Obligations for transportation of the Goods shall be in accordance with: Incoterms
GCC 26.2	Tests and Inspections specified in Section 6 (Schedule of Supply), shall be carried out at the following times or milestones, and places:
GCC 27.1	The applicable rate for liquidated damages for delay shall be: 0.05 % per week or part thereof

GCC 27.1	The maximum amount of liquidated damages shall be:10% of the Contract Price
GCC 28.3	<p>The period of validity of the Warranty shall be: 3 (three) years or 100,000 kM distance travelled, whichever comes earlier.</p> <p>The place of final destination shall be: 1 unit at Trishuli 3B HuB Substation, Nuwakot and 1 unit at Chilime HuB Substation, Chilime, Rasuwa</p>
GCC 28.5	The Supplier shall correct any defects covered by the Warranty within 15 days of being notified by the Purchaser of the occurrence of such defects.
GCC 30.1 (b)	The amount of aggregate liability shall be: 100 % of Contract Price.

Section 9 - Contract Forms

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Notification of Award

[Employer's Letterhead]

Letter of Acceptance

[date]

To: *[Name and address of the contractor]*

This is to notify you that your Bid dated *[date]* for execution of the *[name of the contract and identification number, as given in the Bid Data Sheet]* for the Contract Price in the aggregate of *[amounts in words and figures]* *[name of currency]*, as corrected and modified in accordance with the Instructions to Bidders is hereby accepted by our Agency.

You are requested to furnish the Performance Security within 28 days in accordance with the Conditions of Contract, using for that purpose one of the Performance Security Forms included in Section 9 (Contract Forms) of the Bidding Document.

Authorized Signature:

Name and Title of Signatory:

Name of Agency:

Attachment: Contract Agreement

Contract Agreement

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

WHEREAS the Purchaser invited Bids for certain Goods and Related Services, viz., *[insert brief description of the goods and related services]* and has accepted a Bid by the Supplier for the supply of those Goods and Related Services in the sum of *[insert currency or currencies and amount of contract price in words and figures]* (hereinafter “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - (a) the Letter of Acceptance;
 - (b) the Bid Submission Sheet and the Price Schedules submitted by the Supplier;
 - (c) the Special Conditions of Contract;
 - (d) the List of Eligible Countries that was specified in Section 5 of the Bidding Document;
 - (e) the General Conditions of Contract;
 - (f) the Schedule of Supply;
 - (g) the Declaration of Undertaking and
 - (h) any other documents shall be added here.¹

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

3. In consideration of the payments to be made by the Purchaser to the Supplier as indicated in this Agreement, the Supplier hereby covenants with the Purchaser to provide the Goods and Related Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Related Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

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

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

¹ Tables of Adjustment Data may be added if the contract provides for price adjustment (see GCC 15).

Appendix 1 - Terms and Procedures of Payment

In accordance with the provisions of GCC Clause 50 (Payments), the Employer shall pay the Contractor in the following manner and at the following times, based on the Price Breakdown given in the section on Price Schedules. Payments will be made in EURO. The date of the exchange rate will be the date of the direct disbursement of KfW Applications for payment in respect of part deliveries may be made by the Contractor as work proceeds.

(A) Terms of Payment

Goods to be supplied from Employer's Country

In respect of materials supplied from within the Employer's country, the following payments shall be made:

Twenty percent (20%) of the total EXW amount as an advance payment against receipt of invoice, and an irrevocable advance payment security for the equivalent amount made out in favor of the Employer. The advance payment security may be reduced in proportion to the value of the materials delivered to the site, as evidenced by delivery documents.

Seventy five percent (75%) of the total or pro rata EXW amount upon Incoterm "Ex-Works," upon delivery to the site within 45 days after receipt of invoice.

Ten percent (5%) of the total or pro rate EXW amount upon submission of the Operational Acceptance Certificate, within 45 days after receipt of invoice.

(B) Payment Procedures

When applying for certification and making payments, the procedures shall be as follows:

a. Local Currency

The Employer shall make/arrange payments promptly within forty five (45) days of submission of an invoice/claim by the Contractor, complete in all respects and supported by the requisite documents and fulfillment of stipulated conditions, if any. All the payment shall be released to the Contractor directly by Funding Agency on Direct Disbursement basis based on the certification of the Employer. Necessary details to this effect shall be tied-up with the successful bidder.

Note: Pro-rata shall refer to functionally complete part(s) of the facilities, for which unit rates are identified in the contract.

b. Invoices

The Contractor shall submit the invoices (original) in triplicate to the Project Office whenever an invoice is required to be submitted as per provision of the Contract. Invoices should be duly certified by Project Manager.

c. Documentation Required for Payment

Claims for payment must be supported by the following documentation as specified hereinafter; Requests for reimbursement for the cost of goods shall be supported by the documents as specified/ required for supply of materials (each copy to be certified by the Contractor or the Contractor's representative to be a true copy of the document of which it is a copy).

(C) Reimbursement Clause

Any reimbursements, guarantee or similar claimable payments and any insurance payments shall be made for account of the Borrower (the End-user) to account no. 38 000 000 00 (IBAN: DE53 5002 0400 3800 0000 00) at KfW, Frankfurt am Main (BIC: KFWIDEFF; BLZ 500 204 00), with KfW crediting such payments to the account of the Borrower (the End-user). If such payments are made in local currency, they shall be remitted to a special account of the Borrower (the End-user) in the country of the Borrower (the End-user), which may be drawn on only with the consent of KfW.

Performance Security

Address of guarantor bank:

.....

Address of beneficiary (contracting agency):

.....

Onyou concluded with ("Contractor") a contract for (project, object of contract) at a price of

In accordance with the provisions of the contract the Contractor is obligated to provide a performance bond for ... % of the contract price.

We, the undersigned (Guarantor), waiving all objections and defenses under the aforementioned contract, hereby irrevocably and independently guarantees to pay on your first written demand an amount up to a total of..... (in words:.....) against your written declaration that the Contractor has failed to duly perform the aforementioned contract.

In the event of any claim under this guarantee, payment shall be effected to KfW, Frankfurtam Main, BIC: KFWIDEFF, account IBAN: DE53 5002 0400 3800 0000 00, for account of..... (project-executing agency/purchaser).

This guarantee shall expire no later than

By this date we must have received any claims for payment by letter or encoded telecommunication.

It is understood that you will return this guarantee to us on expiry or after payment of the total amount to be claimed hereunder.

This guarantee is governed by the laws of

.....

Place, date

Guarantor

<p><i>If the institution issuing the performance security is located outside the country of the employer, it shall have a correspondent financial institution located in the country of the employer to make it enforceable.</i></p>
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Advance Payment Security

Address of guarantor bank:

.....
.....

Address of beneficiary (contracting agency):

.....
.....

Onyou concluded with ("Contractor")a contract for (project, object of contract) at a price of

In accordance with the provisions of the contract the Contractor receives an advance payment in the amount of, which represents % of the order value.

We, the undersigned (Guarantor), waiving all objections and defences under the aforementioned contract, hereby irrevocably and independently guarantee to pay on your first written demand any amount advanced to the Contractor up to a total of..... (in words:.....) against your written declaration that the Contractor has failed to duly perform the aforementioned contract.

This guarantee shall come into force and effect as soon as the advance payment has been credited to the account of the Contractor.

In the event of any claim under this guarantee, payment shall be effected to KfW, Frankfurtam Main, BIC: KFWIDEFF, account IBAN: DE53 5002 0400 3800 0000 00, for account of.....(Contracting agency/ Project-executing agency).

This guarantee shall expire no later than

By this date we must have received any claims for payment by letter or encoded telecommunication.

It is understood that you will return this guarantee to us on expiry or after payment of the total amount to be claimed hereunder.

This guarantee is governed by the laws of

.....
Place, date

.....
Guarantor

-- Note to Bidder --

If the institution issuing the advance payment security is located outside the country of the employer, it shall have a correspondent financial institution located in the country of the employer to make it enforceable.