

NEPAL ELECTRICITY AUTHORITY
(An Undertaking of Government of Nepal)
Finance Directorate
INSTITUTIONAL STRENGTHENING PROJECT

(A Component of Electricity Grid Modernization Project-Additional Financing)

BIDDING DOCUMENT
FOR

Procurement of Information Technology Products and Services
Supply, Delivery, Installation and Commissioning of ERP based
Integrated Financial Management Information System (IFMIS)

Volume III of III

Single-Stage: Two-Envelope
Bidding Procedure

Issued on: **23 February, 2026**

Invitation for Bids No.: **ICB/FD/EGMPAF/ERP-082/83-01**

OCB No.: **ICB/FD/EGMPAF/ERP-082/83-01**

Purchaser: **Nepal Electricity Authority**

Country: **Nepal**

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Preface

This Bidding Document for Procurement of Information Technology Products and Services has been prepared by Nepal Electricity Authority and is based on the Standard Bidding Document for the Procurement of Information Technology Products and Services issued by the Asian Development Bank dated December 2021.



Table of Contents

PART I – Bidding Procedures

Section 1.	Instructions to Bidders	1-1
Section 2.	Bid Data Sheet	2-1
Section 3.	Evaluation and Qualification Criteria	3-1
Section 4.	Bidding Forms.....	4-1
Section 5.	Eligible Countries.....	5-1

PART II – Supply Requirements

Section 6.	Schedule of Requirements	6-1
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PART III – Conditions of Contract and Contract Forms

Section 7.	General Conditions of Contract	7-1
Section 8.	Special Conditions of Contract	8-1
Section 9.	Contract Forms	9-1



Section 7: General Conditions of Contract

- 1. Definitions**
- 1.1 The following words and expressions shall have the meanings hereby assigned to them:
- (a) "Contract" means the Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, 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 IT products 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 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) "IT products" 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 IT Products and Services, as specified in the SCC.
 - (l) "Services" means the services incidental to the supply of the IT products, 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 IT products to be supplied or execution of any part of the 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) "ADB" is the Asian 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 If the Purchaser determines, based on reasonable evidence, that the Supplier has engaged in corrupt, fraudulent, collusive or coercive practices, or other integrity violations, including the failure to disclose any required information which constitutes a fraudulent practice, in competing for or in executing the Contract, then the Purchaser may, after giving 14 days' notice to the Supplier, terminate the Contract and expel him from the Site, and the provisions of Clause 35 shall apply as if such termination had been made under Sub-Clause 35.1 (iii) [Termination].
- 3.2 Should any employee of the Supplier be determined, based on reasonable evidence, to have engaged in corrupt, fraudulent or coercive practice or other integrity violations during the supply of IT Products and Services then that employee shall be removed.
- 3.3 ADB's Anticorruption Policy (1998, as amended to date) requires Borrowers (including beneficiaries of ADB-financed activity), as well as Bidders, Suppliers, and Contractors under ADB-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, ADB
- (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 ADB-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; and
 - (vii) "integrity violation" is any act, as defined under ADB's Integrity Principles and Guidelines (2015, as amended from time to time), which violates ADB's Anticorruption Policy, including (i) to (vi) above and the following: obstructive practice, violations of ADB sanctions, retaliation against whistleblowers or witnesses, and other violations of ADB'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 or any of its officers, directors, employees, personnel, subconsultants, subcontractors, service providers, suppliers or manufacturers 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 ADB-



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 ADB to remedy the situation, including by failing to inform ADB in a timely manner at the time they knew of the integrity violations;

- (d) will impose remedial actions on a firm or an individual, at any time, in accordance with ADB's Anticorruption Policy and Integrity Principles and Guidelines, including declaring ineligible, either indefinitely or for a stated period of time, to participate¹ in ADB-financed, -administered, or -supported activities or to benefit from an ADB-financed, -administered, or -supported contract, financially or otherwise, if it at any time determines that the firm or individual has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations; and
- (e) will have the right to require that a provision be included in bidding documents and in contracts financed, administered, or supported by ADB, requiring Bidders, suppliers and contractors, consultants, manufacturers, service providers and other third parties engaged or involved in ADB-related activities, and their respective officers, directors, employees and personnel, to permit ADB or its representative to inspect the site and their assets, accounts and records and other documents relating to the bid submission and contract performance and to have them audited by auditors appointed by ADB.

3.4 All Bidders, consultants, contractors, suppliers, manufacturers, service providers, and other third parties engaged or involved in ADB-related activities and their respective officers, directors, employees and personnel, are obliged to cooperate fully in any investigation when requested by ADB to do so. As determined on a case-by-case basis by ADB, 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 ADB 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 ADB, authorizing other related entities to release directly to ADB 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 ADB activities, or that utilizes ADB's Information and Communication 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 ADB, 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, ADB.

3.5 All Bidders, consultants, contractors and suppliers shall require their officers, directors, employees, personnel, agents to ensure that, in its contracts with its

¹ Whether as a Contractor, Nominated Subcontractor, Consultant, Manufacturer or Supplier, or Service Provider; or in any other capacity (different names are used depending on the particular Bidding Document).



subconsultants, Subcontractors and other third parties engaged or involved in ADB-related activities, such subconsultants, Subcontractors and other third parties similarly are obliged to cooperate fully in any investigation when requested by ADB to do so.

- 3.6 The Supplier shall permit ADB or its representative to inspect the Supplier's site, assets, accounts and records and other documents relating to the bid submission and contract performance of the Supplier and to have them audited by auditors appointed by ADB, if so required by ADB.
- 3.7 The Supplier undertakes that no fees, gratuities, rebates, gifts, commissions, or other payments, other than those shown in the bid, have been given or received in connection with the procurement process or in the contract execution.²
- 3.8 ADB's right to inspect the Site and/or the Supplier's accounts and records relating to the performance of the Contract stated in in this Sub-Clause and GCC 3.3(e) shall survive termination and/ or expiration of this Contract.
- 3.9 The Supplier has the obligation to notify the Purchaser of any changes in connection with the matters described in paragraphs (i), (k), (l), (m), (n), (o), (p) and (t) of the Letter of Bid.
- 3.10 If the Supplier is debarred or temporarily suspended by ADB, it shall inform the Purchaser of such debarment or suspension, and that the endorsement of ADB's Office of Anticorruption and Integrity is required for any variations, extensions or modifications to the Contract.

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

² The undertaking also applies during the period of performance of the contract.



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 IT Products and Services to be supplied under the Contract and financed by ADB shall have their origin in Eligible Countries. For the purpose of this clause, "country of origin" means the country where the IT products 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

11.1 Subject to the SCC, the IT Products and Services to be supplied shall be as



- Requirements** specified in Section 6 (Schedule of Requirements).
- 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 IT Products and Services as if such items were expressly mentioned in the Contract.
- 12. Delivery** 12.1 Subject to GCC Sub-Clause 33.1, the Delivery of the IT products and Completion of the services shall be in accordance with the Delivery and Completion Schedule specified in the Section 6 (Schedule of Requirements). 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 IT Products and 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 IT Products and 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 Sub-Clause 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 IT products delivered and the 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 IT products delivered and 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 IT products 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 IT products 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 IT products 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** 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



Security

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 Sub-Clauses 20.1 and 20.2 above, however, shall not apply to information that,

- (a) the Purchaser or Supplier needs to share with ADB 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 IT Products and 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 IT Products and Services supplied under this Contract shall conform to the standards mentioned in Section 6 (Schedule of Requirements) and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the country of origin of the IT products.

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 Requirements). During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with GCC Clause 33.

23. Packing and Documents

23.1 The Supplier shall provide such packing of the IT products 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 IT products 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 IT products 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.

24.2 To the extent specified in the Appendix (Insurance Requirements) to the Contract Agreement, the Contractor shall at its expense take out and maintain in effect, or cause to be taken out and maintained in effect, during the performance of the Contract, the insurances set forth below in the sums and with the deductibles and other conditions specified in the said Appendix. The identity of the insurers and the form of the policies shall be subject to the approval of the Employer, who should not unreasonably withhold such approval.

(a) Cargo Insurance During Transport

Covering loss or damage occurring while in transit from the Contractor's or Subcontractor's works or stores until arrival at the Site, to the Plant (including spare parts therefor) and to the Contractor's Equipment.

(b) Installation All Risks Insurance

Covering physical loss or damage to the Facilities at the Site, occurring prior to Completion of the Facilities, with an extended maintenance coverage for the



Contractor's liability in respect of any loss or damage occurring during the Defect Liability Period while the Contractor is on the Site for the purpose of performing its obligations during the Defect Liability Period.

(c) Third Party Liability Insurance

Covering bodily injury or death suffered by third parties including the Employer's personnel, and loss of or damage to property occurring in connection with the supply and installation of the Facilities.

(d) Automobile Liability Insurance

Covering use of all vehicles used by the Contractor or its Subcontractors, whether or not owned by them, in connection with the execution of the Contract.

(e) Workers' Compensation

In accordance with the statutory requirements applicable in any country where the Contract or any part thereof is executed.

(f) Employer's Liability

In accordance with the statutory requirements applicable in any country where the Contract or any part thereof is executed.

(e) Other Insurances

Such other insurances as may be specifically agreed upon by the parties hereto as listed in the Appendix (Insurance Requirements) to the Contract Agreement.

24.3 The Employer shall be named as co-insured under all insurance policies taken out by the Contractor pursuant to GCC Subclause 24.2, except for the Third-Party Liability, Workers' Compensation, and Employer's Liability Insurances, and the Contractor's Subcontractors shall be named as co-insureds under all insurance policies taken out by the Contractor pursuant to GCC Subclause 24.2 except for the Cargo Insurance During Transport, Workers' Compensation, and Employer's Liability Insurances. All insurer's rights of subrogation against such co-insureds for losses or claims arising out of the performance of the Contract shall be waived under such policies.

24.4 The Contractor shall, in accordance with the provisions of the Appendix (Insurance Requirements) to the Contract Agreement, deliver to the Employer certificates of insurance or copies of the insurance policies as evidence that the required policies are in full force and effect. The certificates shall provide that no less than 21 days' notice shall be given to the Employer by insurers prior to cancellation or material modification of a policy.

24.5 The Contractor shall ensure that, where applicable, its Subcontractor(s) shall take out and maintain in effect adequate insurance policies for their personnel and vehicles and for work executed by them under the Contract, unless such Subcontractors are covered by the policies taken out by the Contractor.

24.6 The Employer shall at its expense take out and maintain in effect during the performance of the Contract those insurances specified in the Appendix (Insurance Requirements) to the Contract Agreement, in the sums and with the deductibles and other conditions specified in the said Appendix. The Contractor and the Contractor's Subcontractors shall be named as co-insureds under all such policies. All insurers' rights of subrogation against such co-insureds for losses or claims arising out of the performance of the Contract shall be waived under such policies. The Employer shall deliver to the Contractor satisfactory evidence that the required insurances are in full force and effect. The policies shall provide that not less than 21 days' notice shall be given to the Contractor by all insurers prior to any cancellation or material modification of the policies. If so, requested by the Contractor, the Employer shall provide copies of the policies taken out by the



Employer under this GCC Subclause 24.6.

24.7 If the Contractor fails to take out and/or maintain in effect the insurances referred to in GCC Subclause 24.2, the Employer may take out and maintain in effect any such insurances and may from time to time deduct from any amount due the Contractor under the Contract any premium that the Employer shall have paid to the insurer, or may otherwise recover such amount as a debt due from the Contractor. If the Employer fails to take out and/or maintain in effect the insurances referred to in GCC 24.6, the Contractor may take out and maintain in effect any such insurances and may from time to time deduct from any amount due the Employer under the Contract any premium that the Contractor shall have paid to the insurer, or may otherwise recover such amount as a debt due from the Employer. If the Contractor fails to or is unable to take out and maintain in effect any such insurances, the Contractor shall nevertheless have no liability or responsibility towards the Employer, and the Contractor shall have full recourse against the Employer for any and all liabilities of the Employer herein.

24.8 Unless otherwise provided in the Contract, the Contractor shall prepare and conduct all and any claims made under the policies effected by it pursuant to this GCC Clause 24, and all monies payable by any insurers shall be paid to the Contractor. The Employer shall give to the Contractor all such reasonable assistance as may be required by the Contractor. With respect to insurance claims in which the Employer's interest is involved, the Contractor shall not give any release or make any compromise with the insurer without the prior written consent of the Employer. With respect to insurance claims in which the Contractor's interest is involved, the Employer shall not give any release or make any compromise with the insurer without the prior written consent of the Contractor.

25. Transportation

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

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 IT Products and Services as are specified in Section 6 (Schedule of Requirements).

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 IT products, or in another place in the Purchaser's country as specified in the SCC. Subject to GCC Sub-Clause 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 Sub-Clause 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 IT products 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 IT products 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 IT products or parts thereof or make alterations necessary to meet the specifications at no cost to the Purchaser, and shall repeat the test and/or inspection, at no cost to the Purchaser, upon giving a notice pursuant to GCC Sub-Clause 26.4.

26.8 The Supplier agrees that neither the execution of a test and/or inspection of the IT products or any part thereof, nor the attendance by the Purchaser or its representative, nor the issue of any report pursuant to GCC Sub-Clause 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 IT products or perform the 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 IT products 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 Sub-Clause 22.1, the Supplier further warrants that the IT products 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 IT products, 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 IT products 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 Sub-Clause 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 IT products by the Supplier or the use of the IT products in the country where the Site is located; and
- (b) the sale in any country of the products produced by the IT products.

Such indemnity shall not cover any use of the IT products 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 IT products 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 Sub-Clause 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

- 32.1 The Supplier shall not be liable for forfeiture of its Performance Security,



Majeure

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 IT products 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 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 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 Time

34.1 If at any time during performance of the Contract, the Supplier or its Subcontractors should encounter conditions impeding timely delivery of the IT products or completion of 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 Sub-Clause 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 IT products 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 integrity violations, 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, IT Products and Services similar to those undelivered or not performed, and the Supplier shall be liable to the Purchaser for any additional costs for such similar IT Products and 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 IT products 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 IT products, 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 IT Products and 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 Subcontractors 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 Subcontractors, 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 Subcontractors 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
GCC 1.1 (q)	The Site is: For IT Infra Hardware Component: Project Store at Kathmandu, Nepal
GCC 1.1 (r)	"Effective Date" means the date of fulfillment of the conditions listed in GCC 12, from which the Time for Completion shall be counted.
GCC 4.2 (b)	The version of Incoterms shall be: Incoterms 2020
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: Project Manager, Institutional Strengthening Project, Supply, Delivery, Installation and Commissioning of ERP based IFMIS (Integrated Financial Management Information System) Street address: NEA Central office, Bishwojyoti Mall, Jamal, Kathmandu, Nepal Floor/ Room number: Institutional Strengthening Project Room City: Kathmandu ZIP code: NA Country: Nepal Telephone: 977-1-4153310, 977-1-4153201 E-mail: ispnea@gmail.com
GCC 9.1	The governing law shall be: Nepal
GCC 10.2	The formal mechanism for the resolution of disputes shall be: <u>For a contract with a Foreign Supplier:</u> "In the case of a dispute between the Purchaser and the Supplier, the dispute shall be settled by arbitration in accordance with the provisions of the United Nations Commission on International Trade Law (UNCITRAL) Arbitration Rules. The arbitration procedure shall be administered by the Singapore International Arbitration Centre (SIAC) in accordance with its Practice Note on UNCITRAL cases. The appointing authority shall be the President or Vice-President of SIAC Court of Arbitration."



	<p>Place of arbitration: Singapore.</p> <p><u>For a contract with a Local Supplier:</u></p> <p>As per procedures of NEPCA</p> <p>Place of arbitration: Nepal</p>
GCC 11.1	The Scope of Requirements shall be defined in: Section 6 (Schedule of Requirement)
GCC 12.1	<p>Details of shipping and documents to be furnished by the Supplier shall be:</p> <p>For IT products supplied from abroad as per Incoterms CIP-Project Site:</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 IT Products, 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> <ol style="list-style-type: none"> a. 3 copies of the Supplier's invoice showing the description of the IT products, quantity, unit price, and total amount. b. original and 3 copies of the negotiable, clean, on-board bill of lading marked "freight prepaid" and 3.copies of nonnegotiable bill of lading; c. 3 copies of the packing list identifying contents of each package; d. insurance certificate; e. Manufacturer's or Supplier's warranty certificate or declaration; f. certificate of origin. <p>The Purchaser shall receive the above documents at least one (1) week before arrival of the IT products at the port or place of arrival and, if not received, the Supplier will be responsible for any consequent expenses.</p> <p>For IT products from within the Purchaser's country as per Incoterm EXW:</p> <p>Upon delivery of the IT products to the transporter, the Supplier shall notify the Purchaser and send the following documents to the Purchaser:</p> <ol style="list-style-type: none"> (a) copies of the Supplier's invoice showing the description of the IT products, quantity, unit price, and total amount; (b) Manufacturer's or Supplier's warranty certificate or declaration; (c) certificate of origin. <p>The Purchaser shall receive the above documents before the arrival of the IT products and, if not received, the Supplier will be responsible for any consequent expenses.</p> <p>Effective Date:</p> <p>The time allowed for supply, installation, and achieving operational acceptance of the IT Products and Services shall be determined from the date when all the following conditions have been fulfilled:</p> <ol style="list-style-type: none"> a. This Contract Agreement has been duly executed for, and on behalf of, the Purchaser and the Supplier. b. The Supplier has submitted to the Purchaser the Advance Payment Security and Performance Security, in accordance with GCC Clause 16.1 and GCC Clause 18.1. c. The Purchaser has paid the Supplier the advance payment, in accordance with GCC Clause 16.1. <p>Each party shall use its best efforts to fulfill the above conditions for which it is responsible as soon as practicable.</p> <p>If conditions (a) and (b) are complied with but (c) is not fulfilled 2 months from the date of signing of the Contract agreement due to reasons attributable to the Supplier, the sixty first day after the signing of the Contract agreement shall be the Contract Effective Date</p>



GCC 15.2	The price adjustment shall be: Prices shall not be adjusted after signing of the contract unless the Scope of Work is changed and agreed between both parties.
GCC 16.1	<p>Payment of the Contract Price shall be made in the following manner:</p> <p>Appendix 1 - Terms and Procedures of Payment</p> <p>For IT Products and Services supplied from outside the Purchaser's country and from within the Purchaser's country:</p> <p>(a) Advance Payment: 10% of the Contract Price within 28 days of signing of the Contract. Payment shall be made provided the Supplier presents a request for payment accompanied by an Advance Payment Security in the form of a bank guarantee for an amount equal to the amount of the payment, and that shall be valid until the IT products are delivered. The security shall be in the form as specified in Section 9 (Contract Forms).</p> <p>(b) The Supplier's request for payment shall be made to the Purchaser in writing, accompanied by invoices as per the clause GCC 16.2</p> <p>(c) Payments shall be made promptly by the purchaser as per the clause GCC 16.3 upon submission of documents specified in clause GCC 12.1 (Special Conditions of Contract) and a claim supported by the acceptance report issued by the purchaser after deducting all the applicable taxes (Tax Deducted at Source (TDS)) as per the prevailing laws.</p>
GCC 16.4	The currencies for payments shall be: US Dollars and/or Nepalese Rupees, as indicated in the Letter of Bid.
GCC 17.4	The Contract is subject to imposition of taxes as per the applicable law of the Purchaser's country. For details, please refer to Inland Revenue Department web site; http://www.ird.gov.np
GCC 17.5	In the country of origin, the prices bid by the Contractor for the imported goods and equipment, shall include all taxes, duties and other charges imposed outside the Purchaser's country on the production, manufacture, sale and transport of the Contractor's Equipment, Plant, Materials and supplies to be used on or furnished under the Contract, and on the services performed under the Contract.



<p>GCC 17.6</p>	<p>In Nepal, <u>General:</u></p> <p>Unless otherwise specifically declared in the contract documents, the prices bid by the Supplier and its suppliers and subcontractors shall include business taxes and other taxes that may be levied in accordance with the laws and regulations in force or in effect in Nepal.</p> <p><u>Staff Income Tax:</u></p> <p>The Supplier's staff, personnel and laborers, and those of its subcontractors, will be liable to pay personal income taxes in the Purchaser's country, irrespective of whether they are local or foreign nationals on income earned including salaries and wages as applicable under the laws and regulations of Nepal. The Supplier shall perform such duties in regard to Tax Deduction at Source (TDS) thereof as may be applicable by such laws and regulations.</p> <p><u>Import License:</u></p> <p>The Supplier shall inform the Purchaser and the Project Manager in writing the details of the equipment and materials to be imported into Nepal for use on the Works at least 56 days prior to arrival of shipment at disembarkation port and shall submit a formal written request for assistance from the Purchaser for importation processing. The Purchaser will assist the Supplier to obtain necessary permits for import of such equipment and materials into Nepal. Import license fees or any other charges shall be at the cost of the Supplier. The Supplier shall be responsible for transport from the Port of disembarkation to the Site or location of the Works. The Supplier shall be fully responsible to determine these rates and the amount payable at the time of preparing tender document and include such costs in its bids. In failing to do so, the Purchaser shall not be liable to pay such costs and the Supplier shall pay such charges as local or any customs authorities en-route may impose, which will not be an eligible item for refund from the Purchaser.</p> <p><u>Duties on Equipment, Plant, Materials and Supplies:</u></p> <ol style="list-style-type: none"> a. Equipment, plant, materials and supplies, imported by the supplier for execution of the Works, shall be subject to payment of customs duty at a special rate of one percent (1%) of CIP-Project site or Customs entry point value. The custom duties shall be paid by the supplier at the time of import and will be reimbursed by the purchaser to the supplier upon submission of the original receipt issued by the Customs Department. b. The provisions of this clause shall apply equally to foreign subcontractors or nominated subcontractors of the Supplier employed for the Works. c. The Supplier and any foreign subcontractors or nominated subcontractors employed on the Works, if not already registered in Nepal, shall be required to get registered with the Inland Revenue Department (IRD) for the purpose of the Contract, which shall be undertaken within 28 days after signing of the Contract Agreement. The Supplier, sub-contractor or the nominated subcontractor shall submit certified copies of the Registration Certificate(s) to the Project Manager within 14 days of registration. <p>Supplier shall be responsible for any other local fees and charges applicable in accordance with the prevailing laws and regulations of Nepal.</p>
<p>GCC 18.1</p>	<p>The Supplier shall provide a Performance Security of 10 percent of the Contract Price. The Performance Security shall be denominated in the following amounts and currencies: In the currencies of the contract</p>



GCC 18.3	<p>The forms of acceptable Performance Security are: A bank guarantee issued by a reputable bank located in the Purchaser's country or abroad, acceptable to the Purchaser, in the format included in Section 9 (Contract Forms), or a cashier's or certified check, or cash.</p> <p>If the institution issuing the Performance Security is located outside the country of the Purchaser, it shall have a correspondent financial institution located in the country of the Purchaser.</p>
GCC 18.4	<p>Discharge of the Performance Security shall take place:</p> <p>The percentage of Performance Security amount equivalent to the contract price till go-live will be discharged once all the obligations of the supplier have been fulfilled till the end of this period (2 years). A Performance Security of 10 percent of the contract price for the extension support services period (post go-live: 5 years) will be held by the purchaser and will be discharged once all the obligations of the supplier have been fulfilled including but not limited to any obligations during the warranty period and any extensions to the period</p>
GCC 23.2	<p>The packing, marking, and documentation within and outside the packages shall be: None</p>
GCC 24.1	<p>The insurance coverage shall be in accordance with: CIP-Project-Site Incoterms 2020</p> <p>Note: Insurance Coverage shall be responsibility of the supplier.</p>
GCC 25.1	<p>Obligations for transportation of the IT products shall be in accordance with:</p> <p>CIP Incoterms 2020 Edition</p>
GCC 26.2	<p>Tests and Inspections specified in Section 6 (Schedule of Requirements), shall be carried out at the following times or milestones, and places:</p> <p>IT Products: Refer Section 6</p> <p>Type of Test: Refer Section 6</p> <p>Time or Milestone: Refer Section 6</p> <p>Place: Refer Section 6</p> <p>Address: Refer Section 6</p> <p>Country: Refer Section 6</p>
GCC 27.1	<p>The applicable rate for liquidated damages for delay shall be: 0.5 % of the contract price per week or part thereof</p>
GCC 27.1	<p>The maximum amount of liquidated damages shall be: 10% of the contract price</p>
GCC 28.3	<p>The period of validity of the Warranty/AMC/ATS shall be: 7 years.</p> <p>The place of final destination shall be: Kathmandu</p>
GCC 28.5	<p>The Supplier shall correct any defects covered by the Warranty for a period of 7 years within a month being notified by the Purchaser of the occurrence of such defects.</p>



GCC 30.1 (b)	The amount of aggregate liability shall be: 100% of the contract price
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Appendix 1 - Terms and Procedures of Payment

SL .NO	Project Phases	Tasks	Time line	Milestone	Payment Terms
1	Mobilisation advance				
1	Mobilisation advance	Signing of contract Submission of Performance Security Submission of Advance Payment Security	M1	Upon signing of contract and submission of performance security and advance payment security	10% of Contract Price
2	Implementation Phase				
	Project Initiation	Project Kick-off with presentation on IFMIS overview to senior management. Project Charter. a) Detailed project plan with work breakdown structure along with dependencies b) Resource schedule & deployment plan c) Roles & responsibilities d) Project Governance structure & escalation matrix e) Stakeholder communication matrix Detailed training/ Organization change management strategy & schedule Risk Management & Quality Assurance Planning Reports As-Is Study report including existing business process, workflows, reporting requirement, process maps etc. Gap analysis report with identified gaps & areas of Improvement To Be Report	M2	Upon submission of Project initiation completion report covering listed key deliverables and approval by NEA	5% of implementation services cost from Design Services- Schedule 3(1)
2	Business Blueprinting	Updated Functional Requirement Specifications Non-functional Requirements Specifications Documentation Business Solution Design Document Finalized Business blueprint/design documents Data Conversion and Migration Strategy	M6	Upon submission of Business Blueprinting report covering listed key deliverables and approval by NEA	15% of implementation services from Design Services- Schedule 3(1)
3	Design & Customization	Draft OEM audit report with observations (1 st Iteration) Final OEM audit report with compliance (1 st Iteration) Integration with existing solutions (Legacy, Other Systems) Approved End-User Training Strategy (along with End-User Training Curriculum, Manuals, and Schedule) Trainings to Core Team/Nodal Officers Implementation & rollout strategy	M14	Upon submission of Design & Customization completion report covering listed tasks/ UAT and approval by NEA	i. 30% of implementation services cost from Design Services- Schedule 3(1) ii. 90% of Audit cost- Schedule -4 (f)



SL .NO	Project Phases	Tasks	Time line	Milestone	Payment Terms
		Performance Testing Report			iii. 90% of Data migration cost- Schedule 3
		Software Testing Report including all requisite tests conducted as per the Software Development Lifecycle (SDLC) including unit, integration, regression, load, stress, performance, user acceptance etc.		The success of the UAT shall be assessed based on the following criteria;	
		User Acceptance Testing (UAT) Report		Less than 5% fail test cases – Success	
		Software licenses (supporting certificates/documents)		Greater than 5% fail test cases – Fail	
		Data archival, retention policy		Note: The final decision, however on the success of the UAT shall be given by NEA.	
		Cyber Security Policy			
		Business Continuity/Disaster Recovery Planning policy			
		Pre – roll out preparedness checklist			
		User Training Manual, FAQ etc.			
		Data migration report			
4	IFMIS-Pilot Rollout	Supply of licenses for Pilot Rollout	M15	Payment will be upon 100% compliance to Roll out checklist	10% of implementation services cost from Design Services- Schedule 3(1)
		Roll out for Pilot Location			
		Demonstration & Acceptance			
		Pilot Go-Live			
		Incorporation of changes and observations of Pilot Phase			
5	Training and Change Management	Training for 80% of the trainees	M17	Upon submission of total attendance report and approval by NEA	i. 70% of Schedule 4(b) ii. 70% of Schedule 4(c)
		Training for 100% of the trainees	M24	Upon submission of total attendance report and approval by NEA	i. 20% of Schedule 4(b) ii. 20% of Schedule 4(c)
6	IFMIS - Enterprise wide roll out	Data Migration Completion Report	M24	Upon submission of ERP based IFMIS - Enterprise wide roll out completion report covering listed key deliverables and approval	i. 20% of implementation services cost from Design Services- Schedule 3(1)
		Configuration manuals, Standard Operation Procedure (SOP) etc. and all associated self-help documents for all users			
		Draft IFMIS OEM audit report with observations (2 nd Iteration)			
		Final IFMIS OEM audit report with compliance (2 nd Iteration)			
		SLA and Performance Monitoring Plan			



SL .NO	Project Phases	Tasks	Time line	Milestone	Payment Terms
		All custom code with database objects depicting entity relationship diagrams		by NEA.	
		Help desk structure, process, and operational manual			
		Help Desk setup Initiation			
		Exit Management Plan			
		Pre-Go-Live declaration report			
		Enterprise wide Go-live completion report			
7	IFMIS - Stabilization Support	Fine tuning of the applications and systems ensuring all required related component are working fine and as per SLA.	M27	Upon submission of successful stabilization report and approval by NEA	Balance 10% of implementation services cost from Design Services- Schedule 3(1)
		Submission of stabilization report			
		Training & Capacity building Activity			
		SLA and Performance Monitoring			
3	Hardware Procurement, Supply, Installation, configuration and Commissioning Phase				
1	Setup of IT infrastructure of DC	Procurement of IT infrastructure	M9	Upon submission of Supply and Delivery of IT Infrastructure completion report and approval by NEA	70% of Schedule 1 (2A+2B+2C+2D)
		Supply of IT infrastructure			
		Installation, Configuration and Commissioning of IT infrastructure Report	M14	Upon submission of IT Infrastructure/SAT completion report covering listed key deliverables and approval by NEA	i.15% of Schedule 1 (2A+2B+2C+2D) ii. 90% of Schedule4(a)
		Site acceptance testing of hardware (SAT)			
		Retention Amount - Five percent (5%) of Schedule 1 (2A+2B+2C+2D) amount shall be paid upon the successful completion of the 1 st year of FMS period. Such payment will be made at the end of Quarter 5 of FMS period.			
4	Software Licenses Procurement, Customization, and Configuration Phase				
1	Software Licenses	Supply, delivery, design, customization, integration, implementation, testing, commissioning of Software of Enterprise-wide licenses including IT infra	M12	Upon submission of Project initiation completion report covering	85% of Schedule 1 (1A+1B+1C)



SL .NO	Project Phases	Tasks	Time line	Milestone	Payment Terms
				listed key deliverables and approval by NEA	
		Retention Amount - Five percent (5%) of Schedule 1 (1A+1B+1C) amount shall be paid upon the successful completion of the 1 st year of FMS period. Such payment will be made at the end of Quarter 5 of FMS period.	M37	System stabilisation	5% of Schedule 1 (1A+1B+1C)
5	Support Phase				
	Facility Management Services	SLA and Performance Monitoring	From M25 to M84	Submission of mentioned reports. Payment will be as per SLA compliance.	FMS cost to be paid at the end of every quarter, AMC and ATS to be paid at the beginning of every year.
		Monthly activities report (including Issue tracker, Helpdesk ticket analysis, Change Request status and Status of all service requests logged with Offered OEM Product etc.) – Reports shall be tool generated and available for viewing in the tool itself.			
		Solution Usage Reports - Transactions and Users			
		User Manual with necessary revision			
		Change Management & Release Management Reports			
		Issue log and resolution report			
		Revised Exit Management Plan			

The Supplier's request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, the IT products delivered and services performed, and by the documents submitted pursuant to GCC Clause 12 and upon fulfillment of all the obligations stipulated in the Contract.

Payments shall be made promptly by the Purchaser after submission of documents specified in clause GCC 12.1 (Special Conditions of Contract) and a claim supported by the acceptance certificate issued by the purchaser after deducting all the applicable taxes as per the prevailing laws in Nepal.

The SLA amount can be released to the Contractor with prior approval from the Employer on receiving the bank guarantee of equivalent amount (In the event that the loan agreement of NEA with the loan-providing agency is completed). If the bank guarantee issued is from bank other than from Nepal, the Contractor shall provide counter bank guarantee from Nepal.

(B) Payment Procedures

The procedures to be followed in applying for certification and making payments shall be as follows:

a. Local Currency

Eligible claims for local currency payment shall be made through withdrawal application (WA). Invoices shall be submitted to the Project Office which shall verify the completed jobs/works and certify the invoice for payment. The Project Office shall then recommend certified invoice for their payment to Project Management Directorate Office, which shall then forward to ADB for payment.

b. Foreign Currency

Foreign Currency payment shall be made through Letter of Credit (L/C). The charges for establishment of letter of credit within the territory of Nepal shall be borne by the Purchaser, and outside Nepal shall be borne by the SI.



c. 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 Director. Generally, under ideal conditions payment will be made within a maximum of 20 days from the date of submission of the invoice. **If the contractor is consortium, the invoices shall be raised in the name of consortium however the payment can be made to the account of any of the partners of the consortium as agreed between them.**

d. Documentation Required for Payment

Claims for payment must be supported by the following documentation as specified hereinafter; Requests for reimbursement for the cost of IT products, freight, transportation and insurance shall be supported by the documents as specified in the Letter of Credit for supply of IT products from abroad (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).



Section 9: Contract Forms

Table of Forms

Notice of Intention for Award of Contract2

Notification of Award3

Contract Agreement4

Performance Security5

Advance Payment Security6

Insurance Requirements7



Notice of Intention for Award of Contract

[on letterhead paper of the Purchaser]

[date of notification]

To: [name of the Bidder]
 Attention: [insert name of the Bidder's authorized representative]
 Address: [insert address of the Bidder's authorized representative]
 Telephone/Fax numbers: [insert telephone/fax numbers of the Bidder's authorized representative]
 E-mail Address: [insert e-mail address of the Bidder's authorized representative]

This is to notify you of our intention to award the contract [insert name of the contract and identification number, as given in the Bid Data Sheet]. You have [insert number of days as specified in ITB 42.1 of the BDS] days from the date of this notification to (i) request for a debriefing in relation to the evaluation of your Bid; and/or (ii) submit a bidding-related complaint in relation to the intention for award of contract, in accordance with the procedures specified in ITB 48.1.

The summary of the evaluation are as follows:

1. List of Bidders

Name of Bidder	Bid Price as Read Out at Opening	Evaluated Bid Price

2. Reason/s Why Your Bid Was Unsuccessful

.....

3. The Successful Bidder

Name of Bidder:	
Address:	
Contract Price:	
Duration of Contract:	
Scope of the Contract Awarded:	
Amount Performance Security Required:	

Authorized Signature:

Name and Title of Signatory:

Name of Agency:



Notification of Award

[on letterhead of the Purchaser]

Letter of Acceptance

[date]

To: [name and address of the supplier]

Subject: Contract No. [please specify]

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 Accepted Contract Amount of the equivalent of [amount in words and figures and 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 and any additional security required as a result of the evaluation of your bid, using for that purpose the Performance Security Form 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 IT Products and Services, viz., *[insert brief description of the it products and services]* and has accepted a Bid by the Supplier for the supply of those IT Products and 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) Letter of Acceptance;
 - (b) Letter of Bid and the Price Schedules submitted by the Supplier;
 - (c) Addenda Nos. *[insert addenda numbers if any]*¹
 - (d) Special Conditions of Contract;
 - (e) List of Eligible Countries that was specified in Section 5 of the Bidding Document;
 - (f) General Conditions of Contract;
 - (g) Schedule of Requirements; and
 - (h) any other documents shall be added here. ²

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

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with 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 Information contained in the addenda and or addendum should preferably be included in the contract documents to avoid potential ambiguities during contract implementation. If however, unavoidable priority should be decided depending on the nature of information provided in the addenda/addendum.

² Tables of Adjustment Data may be added if the contract provides for price adjustment (see GCC 15).



Performance Security

[Bank's name, and address of issuing branch or office]

Beneficiary: Nepal Electricity Authority

Address _____

Date:[Insert date (as day, month, and year)]

Performance Guarantee No.:

We have been informed that [name of the supplier] (hereinafter called "the Supplier") has entered into Contract No. [reference number of the contract] dated [date] with you, for the execution of [name of contract and brief description of it products and services] (hereinafter called "the Contract").

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

At the request of the Supplier, we [name of the bank] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of [name of the currency and amount in words]¹ [amount in figures] such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of your first demand in writing accompanied by a written statement stating that the Supplier is in breach of its obligation(s) under the Contract, without your needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire, no later than the [date] day of [month], [year],² and any demand for payment under it must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revisions, ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded.³

.....
[Signature(s) and seal of bank (where appropriate)]

-- Note to Bidder --

If the bank issuing performance security is located outside the Purchaser's country, it shall be counter-guaranteed or encashable by a bank in the Purchaser's country.

¹ The guarantor shall insert an amount representing the percentage of the contract price specified in the contract and denominated either in the currency(ies) of the contract or in any freely convertible currency acceptable to the Purchaser.
² Insert the date 28 days after the expected completion date. The Purchaser should note that in the event of an extension of the time for completion of the contract, the Purchaser would need to request an extension of this guarantee from the guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Purchaser might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months] [one year], in response to the Purchaser's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."
³ Or the purchaser may use "Uniform Rules for Demand Guarantees, ICC Publication No. 458, except that subparagraph (ii) of Sub-article 20(a) is hereby excluded" as appropriate.



Advance Payment Security

[insert complete name and number of contract]

To: Nepal Electricity Authority

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

We, the undersigned [insert complete name of the guarantor], legally domiciled in [insert full address of the guarantor] (hereinafter “the Guarantor”), as instructed by the Supplier, agree unconditionally and irrevocably to guarantee as primary obligor and not as surety merely, the payment to the Purchaser on its first demand without whatsoever right of objection on our part and without its first claim to the Supplier, in the amount not exceeding [insert currency and amount of guarantee in words and figures].

This security shall remain valid and in full effect from the date of the advance payment being received by the Supplier under the Contract until [insert date (as day, month, year)].

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revisions, ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded.¹

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

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

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

Duly authorized to sign the security for and on behalf of [insert seal (where appropriate) and complete name of the guarantor]

Date: [insert date of signing]

-- Note to Bidder --

If the bank issuing advance payment security is located outside the Purchaser's country, it shall be counter-guaranteed or encashable by a bank in the Purchaser's country.

¹ Or the purchaser may use “Uniform Rules for Demand Guarantees (URDG), ICC Publication No. 458, except that subparagraph (ii) of Sub-article 20(a) is hereby excluded” as appropriate.



Insurance Requirements

(A) Types of Insurance to Be Taken Out by the Contractor

In accordance with the provisions of GCC Clause 24, the Contractor shall at its expense take out and maintain in effect, or cause to be taken out and maintained in effect, during the performance of the Contract, the types of insurance set forth below in the sums and with the deductibles and other conditions specified. The identity of the insurers and the form of the policies shall be subject to the approval of the Employer, such approval not to be unreasonably withheld.

(a) Cargo Insurance

Covering loss or damage occurring, while in transit from the supplier's or manufacturer's works or stores until arrival at the Site, to the Facilities (including spare parts therefore) and to the construction equipment to be provided by the Contractor or its Subcontractors.

Amount [in currency(ies)]	Deductible limits [in currency(ies)]	Parties insured [names]	From [place]	To [place]
110% of total price for IT Products	(*)	Contractor	Dispatch Certificate	Site Delivery

(*) Excess 5% of claimed amount subject to minimum of NRs. 20,000 for Normal and NRs. 80,000 for act of God perils and collapse.

(b) Installation All Risks Insurance

Covering physical loss or damage to the Facilities at the Site, occurring prior to completion of the Facilities, with an extended maintenance coverage for the Contractor's liability in respect of any loss or damage occurring during the defect liability period while the Contractor is on the Site for the purpose of performing its obligations during the defect liability period.

Amount [in currency(ies)]	Deductible limits [in currency(ies)]	Parties insured [names]	From [place]	To [place]
110% of total price for IT Products	(*)	Contractor	Dispatch Certificate	Site Delivery

(*) Excess 5% of claimed amount subject to minimum of NRs. 10,000 for Normal and NRs. 30,000 for testing period.

(c) Third Party Liability Insurance

Covering bodily injury or death suffered by third parties (including the Employer's personnel) and loss of or damage to property (including the Employer's property and any parts of the Facilities that have been accepted by the Employer) occurring in connection with the supply and installation of the Facilities.

Amount [in currency(ies)]	Deductible limits [in currency(ies)]	Parties insured [names]	From [place]	To [place]
NRs. 1,000,000 as in (b) above	(*)	Contractor's Employee	Commencement of work	Final Acceptance
NRs. 1,000,000 as in (b) above		Third Party Personnel	Commencement of work	Final Acceptance



Amount [in currency(ies)]	Deductible limits [in currency(ies)]	Parties insured [names]	From [place]	To [place]
NRs. 1,000,000 as in (b) above		Third Party Personnel	Site Delivery	Final Acceptance

(d) Automobile Liability Insurance

Covering use of all vehicles used by the Contractor or its Subcontractors (whether owned by them or not) in connection with the supply and installation of the Facilities. Comprehensive insurance in accordance with statutory requirements.

(d) Workers' Compensation

In accordance with the statutory requirements applicable in any country where the Facilities or any part thereof is executed.

(e) Employer's Liability

In accordance with the statutory requirements applicable in any country where the Facilities or any part thereof is executed.

(f) Other Insurance

The Contractor is also required to take out and maintain at its own cost the following types of insurance:

Details:

Amount [in currency(ies)]	Deductible limits [in currency(ies)]	Parties insured [names]	From [place]	To [place]

The Employer shall be named as co-insured under all insurance policies taken out by the Contractor pursuant to GCC Subclause 24.2, except for the Third Party Liability, Workers' Compensation, and Employer's Liability Insurance, and the Contractor's Subcontractors shall be named as co-insureds under all insurance policies taken out by the Contractor pursuant to GCC Subclause 24.2, except for the Cargo, Workers' Compensation and Employer's Liability Insurance. All insurer's rights of subrogation against such co-insureds for losses or claims arising out of the performance of the Contract shall be waived under such policies.

