NEPAL ELECTRICITY AUTHORITY

(A Government of Nepal Undertaking)

Distribution and Consumer Services Directorate

Electricity Supply Reliability and Improvement Project

National Competitive Bidding (NCB)

Single-Stage Single-Envelope Procedure

BIDDING DOCUMENT

for

Supply and Delivery of Electric Car

Issued on:	June 30, 2026
Invitation for Bids No.:	ESRIP/G/NCB/082/83-04(RE)
NCB No.:	ESRIP/G/NCB/082/83-04(RE)
Contract Identification No.:	ESRIP/G/NCB/082/83-04(RE)

Abbreviations

BDS..... Bid Data Sheet

BD ..... Bidding Document

DCS..... Delivery and Completion Schedule

DP ……. Development Partner

EQC ..... Evaluation and Qualification Criteria

GCC ..... General Conditions of Contract

GoN ..... Government of Nepal

ICC..... International Chamber of Commerce

IFB ..... Invitation for Bids

ITB ..... Instructions to Bidders

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

NCB ……. National Competitive Bidding

PAN ……..Permanent Account Number

PPMO ……Public Procurement Monitoring Office

SBD..... Standard Bidding Document

SBQ..... Schedule of Bidder Qualifications

SCC……. Special Conditions of Contract

SR ..... Schedule of Requirements

TS..... Technical Specifications

VAT ..... Value Added Tax

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Invitation for Bids

Nepal Electricity Authority

Distribution and Consumer Services Directorate

Electricity Supply Reliability and Improvement Project

Durbarmarg, Kathmandu

Date of publication: June 30,2026

Invitation for Bids No: ESRIP/G/NCB/082/83-04(RE)

Name of the Development Partner: The World Bank
Loan/Credit/Grant No*:* 7769-NP (Credit A) & 7770-NP (Credit-B SML)

1. The Nepal Electricity Authority through Government of Nepal has received a **loan/credit/grant from the World Bank** towards the cost of Electricity Supply Reliability and Improvement Project and intends to apply part of the funds to cover eligible payments under the Contract for ESRIP/G/NCB/082/83-04(RE): Supply and Delivery of Electric Car**.** Bidding is open to all eligible Bidders.

2. The Distribution Consumer Services Directorate of NEA invites sealed bids from eligible bidders for the procurement of Supply and Delivery of 6 Nos. of Electric Car under National Competitive bidding procedures as specified in the World Bank Procurement Regulations for IPF Borrowers.

3. Eligible Bidders may obtain further information and inspect the bidding documents at the office of Nepal Electricity Authority, Distribution and Consumer Services Directorate, Electricity Supply Reliability and Improvement Project, Durbarmarg, Kathmandu (Ph. No.01-4153153, Email: esrip@nea.org.np)

4. A complete set of Bidding Documents may be purchased from the office Nepal Electricity Authority, Distribution and Consumer Services Directorate, Electricity Supply Reliability and Improvement Project, DurbarMarg, Kathmandu by eligible Bidders on the submission of a written application, along with the copy of company/firm registration certificate, and upon payment of a non-refundable fee of **NRs 5000 till July 14, during office hours.**

   Information to deposit the cost of bidding document in Bank:

Cost of Bid Document:	NPR 5,000
Name of the Bank:	Nabil Bank, Teendhara
Name of the Office:	NEA Electricity Supply Reliability Improvement Project
Office Account No.:	00201017505906

5. Pre-bid meeting shall not be held .

6. Sealed bids must be submitted to the office Nepal Electricity Authority, Distribution and Consumer Services Directorate, Electricity Supply Reliability and Improvement Project,

Durbarmarg, Kathmandu by hand/courier on or before 12:00 Noon on july 15, 2026. Bids received after this deadline will be rejected.

7. The bids will be opened in the presence of Bidders' representatives who choose to attend at 2 Pm, July 15,2026 at the office of Nepal Electricity Authority, Distribution and Consumer Services Directorate, Electricity Supply Reliability and Improvement Project, Durbarmarg, 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**.** 6,90,000 which shall be valid for 30 days beyond the validity period of the bid i.e. November 12,2026.

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

9. The name and identification of the contracts are as follows:

Contract Identification No.	Contract Description	Cost of Bid Documents (Each Lot) Nrs	Bid Security Amount Nrs
ESRIP/G/NCB/082/83-04(RE)	Supply and Delivery of Electric Car	5,000	6,90,000

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Section I. Instructions to Bidders

A. General

1. Scope of Bid	1.1 The Purchaser ***indicated in the BDS*** issues this Bidding Document for the supply of Goods and Related Services incidental thereto as specified in Section V, Schedule of Requirements. The name and identification of contracts are ***indicated in BDS***. 1.2 Throughout this Bidding Document : (a) the term "in writing" means communicated in written form with proof of receipt; (b) if the context so requires, singular means plural and vice versa; and (c) "day" means calendar day.
2. Source of Funds	2.1 The GoN has applied for or received financing (hereinafter called "funds") from the World Bank (hereinafter called "the Bank") toward the cost of the project. The GoN intends to apply a portion of the funds to eligible payments under the contract(s) for which this Bidding Document is issued. 2.2 Payment by the Bank will be made only at the request of the GoN and upon approval by the Bank in accordance with the terms and conditions of the financing agreement between the GoN and the Bank (hereinafter called the "Loan Agreement"), and will be subject in all respects to the terms and conditions of that Loan Agreement. No party other than the GoN shall derive any rights from the Loan Agreement or have any claim to the funds. .
3. Fraud and Corruption	3.1 Procuring Entities as well as Bidders, suppliers and contractors and their sub-contractors shall adhere to the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this:; (a) the Purchaser adopts, for the purposes of this provision, the terms as defined below: (i) "corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party; (ii) "fraudulent practice" means any act or omission, including a

	misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation; (iii) "coercive practice" means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party; (iv) "collusive practice" means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party. (v) "obstructive practice" means (a) deliberately destroying, falsifying, altering, or concealing of evidence material to an investigation; (b) making false statements to investigators in order to materially impede an investigation; (c) failing to comply with requests to provide information, documents, or records in connection with an investigation; (d) threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or (e) materially impeding GoN/World Bank's contractual rights of audit or access to information; and (vi) "integrity violation" is any act which violates Anticorruption Policy, including (i) to (v) above and the following: abuse, conflict of interest, violations of the World Bank sanctions, retaliation against whistleblowers or witnesses, and other violations of Anticorruption Policy, including failure to adhere to the highest ethical standard. (b) the Purchaser will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations in competing for the contract;
	(c) The World Bank may cancel the portion of the financing allocated to a contract if it determines at any time that representative(s) of the GoN or of a beneficiary of Bank finnaced Contract is engaged in corrupt, fraudulent, collusive, or coercive practices or other integrity violations during the procurement or the execution of that contract. (d) The World Bank may also impose remedial actions on a firm or an individual, at any time, in accordance with the World Bank's Anticorruption Guidleines (as amended from time to time), including declaring ineligible, either indefinitely or for a stated period of time, to participate in World Bank-financed, -administered, or -supported activities or to benefit from the World Bank -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) The Supplier shall permit the GoN/World Bank to inspect the Supplier's

	accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by the GoN/World Bank, if so required by the World Bank.
	3.2 The Bidder shall not carry out or cause to carry out the following acts with an intention to influence the implementation of the procurement process or the procurement agreement : (a) give or propose improper inducement directly or indirectly, (b) distortion or misrepresentation of facts, (c) engaging in corrupt or fraudulent practice or involving in such act, (d) interference in participation of other competing bidders, (e) coercion or threatening directly or indirectly to cause harm to the person or the property of any person to be involved in the procurement proceedings, (f) collusive practice among bidders before or after submission of bids for distribution of works among bidders or fixing artificial/uncompetitive bid price with an intention to deprive the Purchaser the benefit of open competitive bid price, (g) Contacting the Purchaser with an intention to influence the Purchaser with regards to the bids or interference of any kind in examination and evaluation of the bids during the period from the time of opening of the bids until the notification of award of contract.
4. Eligible Bidders	4.1 This Invitation for Bids is open to eligible Bidders from all countries, except for any ***specified in the BDS***. 4.2 A Bidder may be a natural person, private entity, government-owned entity (subject to ITB 4.5) 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 (JV). Maximum number of partners in JV shall be as **specified in BDS**. In the case of a JV: (a) all parties to the JV shall be jointly and severally liable; and (b) a JV shall nominate a representative who shall have the authority to conduct all businesses for and on behalf of any and all the parties of the JV during the bidding process and, in the event the JV is awarded the Contract, during contract execution. (c) Joint Venture Arrangement shall have the following provisions: i. Joint Venture Agreement shall nominate a lead member who will lead and bind the joint venture and will have the authority to conduct all business for and on behalf of any and all members of the JV during the bidding process and, in the event the JV is awarded the Contract, during contract execution,

	ii. Lead member shall have lead/ principal share in the joint venture, iii. The Joint Venture Agreement should specify the scope and parts of the contract to be carried out by each JV member. The assigned scope and parts of contract should correspond the members' respective experience and capacity to implement them; and iv. The Joint Venture agreement includes the clause: "Joint and Several Liability: All members of the joint venture (JV) shall be jointly and severally liable to the Purchaser for the execution of the entire Contract. The JV leader shall have the authority to bind the JV. Neither the composition, the constitution, and the legal status nor the scope and parts of the Contract to be carried out by each member, as specified in the Joint Venture Agreement, shall be altered without the prior consent of the Purchaser. Such consent shall not relieve any altered JV from the joint and several liability to the Purchaser for the execution of the entire Contract. 4.3 A Bidder shall not have a conflict of interest. Any Bidders found to have a conflict of interest shall be considered ineligible and disqualified. A Bidder may be considered to be in a conflict of interest with one or more parties in this bidding process if, including but not limited to: (a) have controlling shareholders in common; (b) receive or have received any direct or indirect subsidy from any of them; (c) have the same legal representative for purposes of this Bid; (d) have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Purchaser regarding this bidding process; (e) a Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which it is involved. However, this does not limit the inclusion of the same subcontractor, not otherwise participating as a Bidder, in more than one bid; or (f) a Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the goods and services that are the subject of the bid. (g) a Bidder that has a close business or family relationship with a professional staff of the Procuring Entity.

	4.4 A Bidder that is under the list of debarred firms and individuals of the World Bank, at the date of the deadline for bid submission or thereafter, shall be disqualified. The list of debarred firms is available at the electronic address **specified in the BDS.** 4.5 A GoN-owned enterprise (SOE) may also participate in the bid if it is legally and financially autonomous, it operates under commercial law, and it is not dependent agency of the Purchaser. 4.6 Bidders shall provide such evidence of their continued eligibility satisfactory to the Purchaser, as the Purchaser shall reasonably request. 4.7 Firms shall be excluded in any of the cases, if (a) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations prohibits any import of goods or Contracting of works or services from that country or any payments to persons or entities in that country. (b) As a matter of law or official regulation, GoN prohibits commercial relations with that country, provided that the World Bank is satisfied that such exclusion does not preclude effective competition for the supply of goods or related services required; (c) A firm has been determined to be ineligible by the World Bank.
	4.8 A bidder and all parties constituting the Bidder shall have the nationality of an eligible country as defined under the ITB 4.1. 4.9 The domestic Bidder who has obtained Permanent Account Number (PAN) and Value Added Tax (VAT) registration certificate(s) and Tax clearance certificate or proof of submission of tax return from the Inland Revenue Office shall only be eligible. The foreign bidder submitting the documents ***indicated in the BDS*** at the time of bid submission and a declaration to submit the document(s) ***indicated in the BDS*** at the time of contract agreement shall only be eligible. 4.10 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 Services	5.1 All goods and related services to be supplied under the contract are eligible, unless their origin is from a country ***specified in the BDS***. 5.2 For purposes of this clause, "origin" means the place where the goods are mined, grown, or produced, or the place from which the related services are supplied 5.3 The nationality of the firm/Bidder that produces, assembles, distributes, or sells

	the goods shall not determine their origin.
6. Site Visit	6.1 For goods contracts requiring installation/ commissioning/ networking or similar services at site, the Bidder, at the Bidder's own responsibility and risk, is encouraged to visit and examine the Site and obtain all information that may be necessary for preparing the Bid and entering into a contract for the supply of goods and related services. 6.2 The Bidder should ensure that the Purchaser is informed of the visit in adequate time to allow it to make appropriate arrangements. 6.3 The costs of visiting the Site shall be at the Bidder's own expense.

B. Contents of Bidding Document

7. Sections of the Bidding Document	7.1 The Bidding Document consist of Parts 1, 2, and 3, which include all the Sections indicated below, and should be read and construed in conjunction with any Addenda issued in accordance with ITB 9. **PART 1 Bidding Procedures** • Section I. Instructions to Bidders (ITB) • Section II. Bid Data Sheet (**BDS**) • Section III. Evaluation and Qualification Criteria • Section IV. Bidding Forms **PART 2 Supply Requirements** • Section V. Schedule of Requirements **PART 3 Conditions of Contract and Contract Forms** • Section VI. General Conditions of Contract (GCC) • Section VII. Special Conditions of Contract (SCC) • Section VIII. Contract Forms 7.2 VOID. 7.3 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Document as well as in Amendments, if any. Failure to furnish all information or documentation required by the Bidding Document may result in the rejection of the Bid.

	7.4 The Invitation for Bids issued by the Purchaser is not part of the Bidding Document
8. Clarification of Bidding Document/Pre-bid meeting	8.1 A prospective Bidder requiring any clarification of the Bidding Document shall contact the Purchaser in writing at the Purchaser's address ***indicated in the BDS*** or raise any question or curiosity during the pre-bid meeting if provided for in accordance with ITB 8.2. The Purchaser will respond in writing to any request for clarification, provided that such request is received within the time limit ***specified in the BDS*** prior to the deadline for submission of Bids. The Purchaser shall forward copies of its response to all Bidders who have acquired the Bidding Document directly from it, including a description of the inquiry but without identifying its source. Should the Purchaser deem it necessary to amend the Bidding Document as a result of a clarification, it shall do so following the procedure under ITB 9 and 24.2. 8.2 The purchaser may organize a pre-bid meeting of Bidders at least ten (10) days before the deadline for submission of Bids at the place, date and time as ***specified in the BDS*** to provide information relating to Bidding Documents, Technical specifications and the like matters. Should the purchaser deem it necessary to amend the Bidding Document as a result of a clarification, it shall do so following the procedure under ITB 9 and ITB **24.2**.
9. Amendment of Bidding Document	9.1 At any time prior to the deadline for submission of the Bids, the Purchaser may amend the Bidding Document by issuing addenda. 9.2 Any addendum issued shall be part of the Bidding Document and shall be communicated in writing to all who have obtained the Bidding Document directly from the Purchaser. 9.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Purchaser may, at its discretion, extend the deadline for the submission of the Bids, pursuant to ITB **24.2**.

C. Preparation of Bids

10. Cost of Bidding	10.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Purchaser shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
11. Language of Bid	11.1 The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Purchaser, shall be written in the language ***specified in the BDS***. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language ***specified in the BDS***, in which case, for purposes of interpretation of the Bid, such

	translation shall govern.
12. Documents Comprising the Bid	12.1 The Bid shall comprise the following: (a) Bid Submission Letter and the applicable Price Schedules, in accordance with ITB Clauses 13, 15, and 16; (b) Bid Security in accordance with ITB 21; (c) alternative bids, if permissible, in accordance with ITB 14; (d) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 22; (e) documentary evidence in accordance with ITB 17 establishing the Bidder's eligibility to bid; (f) documentary evidence in accordance with ITB Clauses 18 and 31, that the Goods and Related Services conform to the Bidding Document; (g) documentary evidence in accordance with ITB 19 establishing the Bidder's qualifications to perform the contract if its Bid is accepted; and (h) any other document, as required and listed ***in the BDS.*** 12.2 The Bidder is solely responsible for the authenticity of the submitted documents.
13. Bid Submission Letter and Price Schedules	13.1 The Bidder shall submit the Bid Submission Letter using the form furnished in Section IV, Bidding Forms. This form must be completed without any alterations to its format, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested. 13.2 The Bidder shall submit the Price Schedules for Goods and Related Services, according to their origin as appropriate, using the forms furnished in Section IV, Bidding Forms
14. Alternative Bids	14.1 Unless otherwise ***indicated in the BDS***, alternative bids shall not be considered.
15. Bid Prices and Discounts	15.1 The Bidder shall complete the appropriate Price Schedule and the sources of Goods schedules included herein, stating the unit prices, total cost per item, the total Bid amount and the expected countries of origin of the Goods to be supplied under the contract. 15.2 Prices quoted in the Price Schedules shall be included the cost of goods, other

	taxes already paid or payable on the components and raw material used in the manufacture or assembly of the item, the customs duties, transportation cost up to final delivery, insurance cost, unloading, and any other cost for (incidental) services, if any, related to the delivery of goods. All risks and responsibilities up to the final destination including installation and commissioning of Goods, if applicable, shall be borne by the Supplier. If a Price Schedule shows items listed but not priced, their prices shall be assumed to be included in the prices of other items. Items not listed in the Price Schedule shall be assumed not to be included in the Bid, and provided that the Bid is substantially responsive, the corresponding adjustment shall be applied in accordance with ITB **32.3** 15.3 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account, unless otherwise ***specified in the BDS***. A Bid submitted with an adjustable price quotation shall be treated as non responsive and shall be rejected, pursuant to ITB **31**. However, if in ***accordance with the BDS***, prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract, a Bid submitted with a fixed price quotation shall not be rejected, but the price adjustment shall be treated as zero. 15.4 The Bidder's separation of price components in accordance with ITB 15.1 above will be solely for the purpose facilitating the comparison of bids by the Purchaser and will not in any way limit the Purchaser's right to contract on any of the terms offered. 15.5 If the Bidder intends to offer any unconditional discount, it shall always be expressed in fixed percentage and that shall not vary as the quantity varies and be applicable to each unit rate. The methodology for its application shall be provided in bid submission letter.
16. Currencies of Bid	16.1 All Prices shall be quoted in Nepalese Rupees.
17. Documents Establishing the Eligibility of the Bidder	17.1 To establish their eligibility in accordance with ITB 4, Bidders shall: (a) complete the eligibility declarations in the Bid Submission Letter, included in Section IV, Bidding Forms; and (b) if the Bidder is an existing or intended JV in accordance with ITB 4.2, submit a copy of the JV Agreement, or a letter of intent to enter into such an Agreement clearly listing the roles and responsibilities of each JV member. The respective document shall be signed by all legally authorized signatories of all the parties to the existing or intended JV, as

	appropriate. (c) submit the copy of the documents as ***specified in BDS***.
18. Documents Establishing the Conformity of the Goods and Related Services to the Bidding Document	18.1 To establish the conformity of the Goods and Related Services to the Bidding Document, the Bidder shall furnish as part of its Bid the documentary evidence that the Goods and Related Services conform to the requirements specified in Section V, Supply Requirements. 18.2 The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item-by-item description of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to those requirements, and if applicable, a statement of deviations and exceptions to the provisions of Section V, Schedule of Requirements. 18.3 Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the Purchaser in the Section V, Schedule of Requirements, are intended to be descriptive only and not restrictive. The Bidder may offer other standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates, to the Purchaser's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in Section V, Schedule of Requirements.
19. Documents Establishing the Qualifications of the Bidder	19.1 The documentary evidence of the Bidder's qualifications to perform the contract, if its bid is accepted, shall establish to the Purchaser's satisfaction that the Bidder meets each of the qualification criterion specified in Section III, Evaluation and Qualification Criteria. 19.2 If so ***required in the BDS***, a Bidder that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer's Authorization using the form included in Section IV, Bidding Forms to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in Nepal and take care of the warranty provided. 19.3 If so ***required in the BDS***, a Bidder that does not conduct business within Nepal shall submit evidence that it will be represented by an Agent in Nepal equipped and able to carry out the Supplier's maintenance, repair and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications. 19.4 A foreign Bidder wishing to have or already having a local agent shall state the following: a. Name and address of the Agent/Representative,

	b. The Agent/Representative providing type of services, c. Amount of commission if the Agent/Representative is entitled to get such payment and if it participates in the procedure of payment, d. Other agreement with Agent/Representative, if any, e. Bidder shall certify in the Letter of Authorization as follows: "We certify that the statement and disclosure made by us on the above are complete and true to the best of our knowledge and belief", 19.5 If a foreign Bidder in its Bid, has not provided the information mentioned in ITB 19.4 or has submitted its bid stating that the Bidder does not have a local agent and later it is proved that the bidder has a local agent or it is proved that the commission mentioned in the Bid is different than the commission received by the local agent then the Purchaser and the World Bank shall have right to initiate proceedings against such bidder in accordance with ITB 3.
20. Period of Validity of Bids	20.1 Bid shall remain valid for a period ***specified in the BDS*** after the bid submission deadline date prescribed by the purchaser. If the prescribed bid submission deadline date falls on a government holiday, then the next working day shall be considered as the bid submission deadline date. In such case the validity period of the bids shall be considered from the original bid submission deadline date. A bid valid for a shorter period shall be rejected by the purchaser as nonresponsive. 20.2 In exceptional circumstances, prior to the expiration of the bid validity period, the Purchaser may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB 21, it shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its Bid and to include any additional conditions against the provisions specified in Bid Documents.
21. Bid Security	21.1 The Bidder shall furnish as part of its bid, in original form a Bid Security as ***specified in the BDS***. In case of e-submission of bid, the Bidder shall upload scanned copy of Bid security letter at the time of electronic submission of the bid. The Bidder accepts that the scanned copy of the Bid security shall, for all purposes, be equal to the original. The details of original Bid Security and the scanned copy submitted with e-bid should be the same otherwise the bid shall be non-responsive. 21.2 If a bid security is specified pursuant to ITB 21.1, the bid security shall be a demand guarantee in any of the following forms at the Bidder's option:

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

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

In case of a bank guarantee, the Bid Security shall be submitted either using the Bid Security Form included in Section IV, Bidding Forms or in another form acceptable to the purchaser. The form must include the complete name of the Bidder. The Bid Security shall be valid for minimum thirty (30) days beyond the end of the validity period of the bid beyond any period of extension if requested under ITB 20.2. This shall also apply if the period for bid validity is extended.

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

21.3 If a bid Security is required in accordance with ITB 21.1, any Bid not accompanied by an enforceable and substantially compliant Bid Security in accordance with ITB 21.2, shall be rejected by the Purchaser as nonresponsive. In case of e- Submission, if the scanned copy of an ecurity bid ecurity letter is not uploaded with the electronic bid then bid shall be rejected.

21.4 If a Bid Security is specified pursuant to ITB 21.1, the Bid Security of unsuccessful Bidders shall be returned within three (3) days upon the successful Bidder's furnishing of the required performance security and signing of the Contract pursuant to ITB 42.

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

21.6 The Bid Security may be forfeited if:

(a) a Bidder requests for withdrawal or modification of its bid, except as provided in ITB 20.2 during the period of bid validity specified by the Bidder on the Letter of Bid.

(b) a Bidder changes the prices or substance of the bid while providing information

	pursuant to Clause 29.1; (c) a Bidder involves in fraud and corruption pursuant to Clause 3.1; (d) the successful Bidder fails to: (i) furnish a performance security in accordance with ITB 41.1; (ii) sign the Contract in accordance with ITB 42.1; or (iii) accept the correction of arithmetical errors pursuant to clause 33. 21.7 The Bid Security of a JV must be in the name of the JV that submits the bid. If the JV has not been legally constituted at the time of bidding, the Bid Security shall be in the names of all future partners as named in the letter of intent mentioned in ITB 17.1 (b).
22. Format and Signing of Bid	22.1 The Bidder shall prepare bid as described in ITB 12 and shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as ***specified in the BDS*** and shall be attached to the Bid. 22.2 Any amendments such as interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Bid.

D. Submission and Opening of Bids

23. Sealing and Marking of Bids	23.1 Unless otherwise specified in BDS, Bidders shall submit their bids by electronic or by mail/ by hand/ by courier. Bidders submitting bids electronically shall follow the electronic bid submission procedures ***specified in the BDS***. 23.2 Bidders submitting bids by mail or by hand or by courier shall enclose the original and each copy of the Bid, including alternative bids, if permitted in accordance with ITB 14, in separate sealed envelopes, duly marking the envelopes as "ORIGINAL", "ALTERNATIVE" and "COPY." These envelopes containing the original and the copies shall then be enclosed in one single envelope. The rest of the procedure shall be in accordance with ITB 23.2.1 and 23.2.2. 23.2.1 The inner and outer envelopes shall: (a) bear the name and address of the Bidder; (b) be addressed to the Purchaser in accordance with ITB 23.1; and (c) bear a warning "NOT TO OPEN BEFORE THE TIME AND DATE FOR BID OPENING".

	23.2.2 If all envelopes are not sealed and marked as required, the Purchaser will assume no responsibility for the misplacement or premature opening of the bid.
24. Deadline for Submission of Bids	24.1 Bids must be received by the Purchaser at the address and no later than the date and time ***indicated in the BDS***. In case of e-submission, the standard time for e-submission is Nepal Standard Time as set out in the server. The e-procurement system will accept the e-submission of bid from the date of publishing of notice and will automatically not allow the e-submission of bid after the deadline for submission of bid. 24.2 The Purchaser may, at its discretion, extend the deadline for the submission of Bids by amending the Bidding Document in accordance with ITB 9, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.
25. Late Bids	25.1 Purchaser shall not consider any Bid that arrives after the deadline for submission of Bids, in accordance with ITB 24. Any Bid received by the Purchaser after the deadline for submission of Bids shall be declared late, rejected, and returned unopened to the Bidder.
26. Withdrawal, or Modification of Bids	26.1 A bidder may withdraw, or modify its bid after it has been submitted either in hard copy or by e-Submission. Procedures for withdrawal or modification of submitted bids are as follows: (i) Bids submitted in hard Copy a) Bidders may withdraw or modify its bids by sending a written notice in a sealed envelope, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITB 20.2. The corresponding modification of the bid must accompany the respective written notice. All notices must be: (aa) prepared and submitted in accordance with ITB 20 and ITB 21,and in addition, the respective envelopes shall be clearly marked "WITHDRAWAL", "MODIFICATION;" and ii) E-submitted bids. 26.1 a) Bidder may submit modification or withdrawal prior to the deadline prescribed for submission of bids through e-GP system by using the forms and instructions provided by the system. Once a Bid is withdrawn, bidder shall not able to submit another bid for the same bid. 26.2 Bids requested to be withdrawn in accordance with ITB 26.1 (i) shall be returned unopened to the Bidders after the end of bid opening process. 26.3 No bids shall be withdrawn or modified in the interval between deadline for submission of bids and the expiration of the period of bid validity specified by the

	Bidder on the bid submission form or any extension there of.
27.Bid Opening	27.1 The Purchaser's bid opening committee shall conduct the bid opening in public in the presence of bidder or its representative who choose to attend at the address, date and time ***specified in the BDS***. The opening committee shall download the e-submitted bid files. The e-procurement system allows the Purchaser to download the e-submitted bid files (report) only after bid opening date and time after login simultaneously by two members of the Bid opening committee. Electronically submitted bid shall be opened at first in the same time and date as ***specified above***. Electronic Bids shall be opened one by one and read out. The e-submitted bids must be readable through open standards interfaces. Unreadable and or partially submitted bid files shall be considered incomplete. 27.2 Before opening the bids the **opening committee** shall separate the envelopes of the bids received after the deadline of bid submission, the envelopes containing an application given for WITHDRAWAL, MODIFICATION of bids and the envelopes of bids duly registered. The bids received after the deadline of submission shall be returned to the concerned bidder unopened. Then envelopes marked "WITHDRAWAL" shall be opened first, read out, and recorded, and the envelope containing the corresponding Bid shall not be opened, but returned to the Bidder. If the withdrawal notice is not accompanied by a copy of the valid authorization pursuant to ITB 22.2, the withdrawal shall not be permitted and the corresponding Bid will be opened. Envelopes marked "MODIFICATION" shall be opened, read out, and recorded with the corresponding Bid. No Bid shall be modified unless the corresponding Modification Notice contains a valid authorization to request the modification and is read out and recorded at bid opening. Only envelopes that are opened, read out, and recorded at bid opening shall be considered further. 27.3 All other envelopes shall be opened one at a time, and the following read out and recorded: the name of the Bidder and whether there is a modification; the Bid Prices (per lot if applicable), any discounts and alternative offers; the presence of a Bid Security, if required; if there is discrepancy between figure and words, description of such discrepancy; whether the bid form is signed by the bidder or his agent; and any other details as the Purchaser may consider appropriate. Only discounts and alternative offers read out and recorded at bid opening shall be considered for evaluation. No Bid shall be rejected at bid opening except for late bids, in accordance with ITB 25.1. 27.2 The **opening committee** shall prepare a record of the bid opening that shall

	include, as a minimum: the name of the Bidder and whether there is a withdrawal, or modification; the Bid Price, per lot if applicable, any discounts and alternative offers if they were permitted; and the presence or absence of a Bid Security. The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders who submitted bids in time, and posted on line when electronic bidding is permitted. The Bidders' representatives who are present shall also be requested to sign an attendance sheet.

E. Evaluation and Comparison of Bids

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

	(c) "Omission" is the failure to submit part or all of the information or documentation required in the Bidding Document.
31.Determination of Responsiveness	31.1 The Purchaser's determination of the responsiveness of a Bid is to be based on the contents of the Bid itself, as defined in ITB 12. 31.2 A substantially responsive bid is one that meets the requirements of the Bidding Document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that, (d) if accepted, would: (i) affect in any substantial way the scope, quality, or performance of the Goods and Related Services specified in Section V, Schedule of Requirements; or (ii) limits in any substantial way, inconsistent with the Bidding Document, the Purchaser's rights or the Bidder's obligations under the proposed Contract; or (e) if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive bids. 31.3 The Purchaser shall examine the technical aspects of the bid in particular, to confirm that all requirements of Section V, Schedule of Requirements have been met without any material deviation or reservation.
32.Non-material Non-conformities	32.1 The Purchaser may regard a Bid as responsive even if it contains minor deviations that do not materially alter or depart from the characteristics, terms, conditions and other requirement set forth in the Bidding Document or if it contains errors or oversights that are capable of being corrected without affecting the substance of the Bid. 32.2 Provided that a Bid is substantially responsive, the Purchaser may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify non-material non-conformities or omissions in the Bid related to documentation requirements. Requesting information or documentation on such non-conformities shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid. 32.3 Provided that a Bid is substantially responsive, the Purchaser shall rectify non-material non-conformities or omissions. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of the missing or

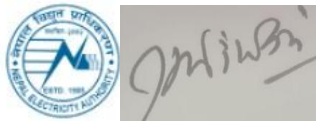
	non-conforming item or component. The adjustment shall be made using the method indicated in Section III, Evaluation and Qualification Criteria. 32.4 If small differences are found such as in technical specification, description, feature which does not make the bid to be rejected, then the cost, which is calculated to the extent possible due to such differences, shall be included while evaluating bid. 32.5 If the value is found fifteen percent more than the quoted amount of the bidder on account of small differences pursuant to ITB 32.4, such bid shall be considered irresponsive in substance and shall not be considered for evaluation.
33.Correction of Arithmetical Errors	33.1 Provided that the Bid is substantially responsive, the Purchaser shall correct arithmetical errors on the following basis: a) if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected; b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above. 33.2 If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be rejected and the bid security shall be forfiteed.
34.	34.1 VOID. 34.2 VOID. 34.3 VOID
35.Evaluation and Comparison of Bids	35.1 The Purchaser shall evaluate and compare each Bid that has been determined, up to this stage of the evaluation, to be substantially responsive. 35.2 To evaluate a Bid, the Purchaser shall only use all the criteria and methodologies defined in this Clause and in Section III, Evaluation and

	Qualification Criteria. No other criteria or methodology shall be permitted. VOID.
36.Post-qualification of the Bidder	36.1 The Purchaser shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated and substantially responsive Bid is qualified to perform the Contract satisfactorily. 36.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 19. 36.3 An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the Bid, in which event the Purchaser shall proceed to the next lowest evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.
37.Purchaser's Right to Accept Any Bid, and to Reject Any or All Bids	37.1 The Purchaser reserves the right to accept or reject any Bid, and to cancel the bidding process and reject all Bids at any time prior to Contract award, without thereby incurring any liability to the Bidders.

F. Award of Contract

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

	days of providing the notice under ITB 40.1 the Purchaser shall accept the bid selected in accordance with ITB 38.1 prior to the expiry of bid validity period, and notification of award shall be communicated to the bidder to furnish the performance security and sign the contract within fifteen days. VOID.
41.**Performance Security**	41.1 Within fifteen (15) days of the receipt of notification of award from the Purchaser, the successful Bidder shall furnish the Performance Security in accordance with the GCC, using for that purpose the Performance Security Form included in Section VIII, Contract Forms, or another form acceptable to the Purchaser.
	41.2 Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract Agreement shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event the Purchaser shall award the Contract to the next lowest evaluated Bidder whose offer is substantially responsive and is determined by the Purchaser to be qualified to perform the Contract satisfactorily.
42. Signing of Contract	42.1 The successful Bidder shall sign the contract in the form included in section VIII after the submission of performance security in accordance with ITB 41. 42.2 At the same time, the Purchaser shall also notify all other Bidders of the results of the bidding, and shall publish in an English/Nepali language newspaper or well-known and freely accessible website the results identifying the bid and lot numbers and the following information: (i) name of each Bidder who submitted a Bid; (ii) bid prices as read out at Bid Opening; (iii) name and evaluated prices of each Bid; (iv) name of bidders whose bids were rejected and the reasons for their rejection; and (v) name of the winning Bidder, and the Price it offered, as well as the duration and summary scope of the Contract awarded. 42.3 The Purchaser shall promptly respond in writing to any unsuccessful Bidder who, within thirty days from the date of issuance of notification pursuant to ITB 42.1, requests in writing the grounds on which its bid was not selected.
43.Complaint and Review	43.1 If a Bidder dissatisfies with the Procurement proceedings or the decision made by the Purchaser in the intention to award the Contract, it may file an application to the Chief of the concerning Public Entity of the Purchaser within seven (7) days of having, receipt of such notice or decision making, for review of the proceedings stating the factual and legal grounds. 43.2 An application filed after the deadline pursuant ITB 43.1 shall not be processed.



	43.3 The chief of Public Entity of the Purchaser shall, within five (5) days after receiving the application, give its decision with reasons, in writing pursuant to ITB 43.1: (a) whether to suspend the procurement proceeding and the procedure for further proceedings to be adopted; or (b) whether or not to reject a application. No application can be submitted before the Review Committee for review against the decision made by the chief of the Public Entity for the Bid amount up to the value ***as stated in BDS***. 43.4 If the Bidder is not satisfied with the decision of the Public Entity in accordance with ITB 43.3, or the decision by the Public Entity is not given within five (5) days of receipt of application pursuant to ITB 43.1, it can, within seven (7) days of receipt of such decision, file an application to the Review Committee of the GoN, stating the reason of its disagreement on the decision of the chief of Public Entity and furnishing the relevant documents, provided that its Bid amount is above the amount as stated in ITB 43.3. The application may be sent by hand, or by post, or by courier, or by electronic media at the risk of the Bidder itself. 43.5 Late application filed after the deadline pursuant to ITB 43.4 shall not be processed. 43.6 Within three (3) days of the receipt of application from the Bidder, pursuant to ITB 43.4, the Review Committee shall notify the concerning Public Entity of the Purchaser to furnish its procurement proceedings and comments on the issue, pursuant to ITB 43.3. 43.7 Within three (3) days of receipt of the notification pursuant to ITB 43.6, the Public Entity shall furnish the copy of the related documents along with its comment or reaction of complaint to the Review Committee. 43.8 The Review Committee, after inquiring from the Bidder and the Public Entity, if needed, shall give its decision within one (1) month after receiving the application filed by the Bidder, pursuant to ITB 43.4. 43.9 The Bidder, filing application pursuant to ITB 43.4, shall have to furnish a cash amount or Bank guarantee ***as stated in BDS*** with the validity period of at least ninety (90) days from the date of the filing of application pursuant to ITB 43.4. Application filed without furnishing the security deposit shall not be processed.

	43.10 If the claim made by the Bidder pursuant to ITB 43.4 is justified, the Review Committee shall have to return the security deposit to the applicant, pursuant to ITB 43.9, within seven (7) days of such decision made. 43.11 If the claim made by the Bidder pursuant to ITB 43.4 is rejected by the Review Committee, the security deposit submitted by the Bidder pursuant to ITB 43.9 shall be forfeited.
44. Publication of contract award notice	44.1 Within three days of contract signing, the Public Entity shall publish a notice on the contract award with following information: in its notice board, such notice shall also be posted in its website a. name of the procurement, b. IFB number, c. Date and name of newspaper published IFB notice d. Name and reference number of the contract being awarded, and the slelection method used; e. Names of all Bidders that submitted Bids, and their Bid prices as read out at Bid opening, and as evaluated; f. Names of all Bidders whose Bids were rejected either as nonresponsive or as not meeting qualification criterio, or were not evaluated, with the reasons therefor; g. The name of the successful Bidder, the final total contract Price, the contract duration and a summary of its scope; and

Section II. Bid Data Sheet

A. Introduction	
ITB 1.1	Name of the Purchaser ***Nepal Electricity Authority (NEA), Distribution and Consumer Services Directorate, Electricity Supply Reliability and Improvement Project***
ITB 1.1	Name and Identification number of the Contracts: ***ESRIP/G/NCB/082/83-04(RE)*: Supply and Delivery of Electric Car**
ITB 2.1	Source of Fund: **The World Bank Funded** Name of contract/s: ***ESRIP/G/NCB/082/83-04(RE): Supply and Delivery of Electric Car.*** Name of the Project: ***Electricity Supply Reliability and Impr6ovement Project*** Implementing Agency: ***Nepal Electricity Authority***
ITB 3.4	A list of debarred firms and individuals is available on the World Bank's external website: http:/www.worldbank.org/debarr.
ITB 4.1	Bidders from the following countries are not eligible: **None**
ITB 4.2	The maximum number of partners in JV shall be 3 (three).
ITB 4.9	The foreign Bidder at the time of bid submission: Not applicable
ITB 5.1	Goods and related services to be supplied from following countries are not eligible: None
B. Bidding Document	
ITB 8.1	For **clarification purposes** only, the Purchaser's address is: Attention: The Project Coordinator, *Electricity Supply Reliability and Improvement Project* Name of the Purchaser: *Electricity Supply Reliability and Improvement Project* City/Town: Durbar Marg, Kathmandu, Nepal

	District: Kathmandu Country: Nepal Telephone: + 977 (01) 4153153 Electronic Mail Address: esrip@nea.org.np
ITB 8.1	The purchaser will respond in writing to any request for clarification provided that such request is received no later than 10 days prior to the deadline date for submission of bid.
ITB 8.2	Pre-Bid meeting **Shall not** be organized.
C. Preparation of Bids	
ITB 11.1	The language of the Bid is: English
ITB 12.1 (h)	The Bidder shall submit the following additional documents with its Bid: (i) If the Bidder is not Manufacturer, then the Bidder shall submit Manufacturer's Authorization Letter in the format provided. (i) The proposed manufacturer shall possess valid **ISO 9001:2015 Quality Management System Certificate with design and manufacture in scope** for the plant where the manufacture is done. The Bidder shall furnish a copy of the ISO certificate along with the offer.
ITB 14.1	Alternative Bids are not permitted
ITB 15.3	The prices quoted by the Bidder shall not be adjustable
ITB 17.1 (c)	The Bidders shall submit: ▪ Copy of Firm Registration Certificate ▪ Copy of Business Registration Certificate (if required) ▪ Copy of VAT and PAN Registration Certificate (only for domestic bidders), ▪ Tax Clearance Certificate/Tax return submission evidence/evidence of time extension for the F/Y 2081/82
ITB 19.2	A Manufacturer's Authorization letter is required for all the items listed in Section V Schedule of Requirements
ITB 19.3	The Bidder ***is not*** required to include with its bid, evidence that it will be

	represented by an Agent in Nepal.
ITB 20.1	The bid validity period shall be ***90*** days.
ITB 21.1	The bid must be accompanied by bid security, amounting to a ***minimum of NRs 6,90,000*** **w**hich shall be ***valid for minimum 30 days*** beyond the bid validity period November 12,2026 period
ITB 21.2	If the Bidder wishes to submit the Bid Security in the form of cash, the cash should be deposited in Deposit Account No. **Name of the Bank: Nabil Bank, Teendhara** **Name of the Office: NEA Electricity Supply Reliability Improvement Project** **Office Account No.: 00201017505906** and submit the receipt of the deposited amount of cash along with the bid.
ITB 22.1	The written confirmation of Authorization to sign on behalf of the Bidder shall consist of: Power of Attorney to sign the bid
D. Submission and Opening of Bids	
ITB 23.1	Bidders shall have the option of submitting their bids ***"by hand / by courier"*** .
ITB 24.1	For bid submission purposes only, the Purchaser's address is: ***The Project Coordinator*** ***Electricity Supply Reliability and Improvement Project*** ***Distribution and Consumer Services Directorate*** ***Nepal Electricity Authority*** ***Durbar Marg, Kathmandu, Nepal***
ITB 24.1	The deadline for bid submission is: Date:July 15, 2026 Time: Upto 12:00 Noon
ITB 24.1	If the last date of purchasing, submission and opening of Bid falls on a government holiday then the next working day shall be considered as the last day without any change in the time and place as fixed.
ITB 27.1	The bid opening shall take place at: Date: July 15, 2026 Time: 14:00 Hours Place: Distribution and Consumer Services Directorate, Electricity Supply Reliability and Improvement Project, Nepal Electricity Authority Durbarmarg, Kathmandu, Nepal

ITB 27.1	If electronic bid submission is permitted in accordance with ITB 23.1, the specific bid opening procedures shall be: Not Applicable.
E. Evaluation and Comparison of Bids	
F. Award of Contract	
ITB 39.1	The maximum percentage by which quantities may be increased is: 15% The maximum percentage by which quantities may be decreased is: 15%
ITB 41.1	Performance Security amount shall be *5 (five) percent of the bid price* .
ITB 43.3	No application can be submitted before the Review Committee for review against the decision made by the chief of the Public Entity for the bid amount less than the value of Twenty Million (NRs. 20,000,000)
ITB 43.9	The bidder, filing an application pursuant to ITB 43.4, shall have to furnish cash amount or a Bank guarantee equal to 1 % of its bid price

Section II. Evaluation and Qualification Criteria

Evaluation Criteria

The purpose of the Evaluation and Qualification Criteria (EQC) is to specify the criteria that the Purchaser will use to evaluate the Bids to determine the lowest evaluated substantially responsive bid and post-qualify the lowest-evaluated Bidder. The Purchaser must prepare the EQC and include it as a part of the Bidding Document. The EQC is not a Contract document and, therefore, it is not a part of the Contract.

Qualification Criteria

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

b) The bidder shall furnish a list of users who had purchased same/similar goods/equipment in last three years, and number of equipment sold to them, the contract amount. They will be used as references to check the performance of the offered model, if necessary.

c) The Bidder shall have a minimum of last three years overall experience in the supply of Goods and related services. *In case of JV, at least one partner must meet the requirement*

d) The Bidder shall have a minimum of last two years specific experience in the supply of similar Goods and related services of nature, quantity and of contract amount to government enterprises or private institutions. *In case of JV, at least one partner must meet the requirement*

e) The minimum production capacity or the availability of the goods is three times the bid quantity.

f) The minimum supply value of goods under a single contract within the last three years should be NRs 1,80,00,000 or The minimum supply value of goods under two contracts within the last three years should be NRs 2,35,00,000. In case of JV, at least one partner must meet the requirement

g) The average annual turnover during the last Three years should be NRs 2,35,00,000. *In case of JV, at least one partner leading the joint venture must meet the 40 percent of the total requirement, other partners must meet at least 25 percent of the total requirement and all partners combined must meet the total requirement.*

h) *Bidder's net worth of fiscal year 2080/81 calculated as the difference between total assets and total liabilities should be positive. In case of JV, all partners must meet the requirement*

i) Certificate drawn up after inspecting the goods to be procured by the competent quality control institution or recognized agency in respect of the specifications and quality of such goods.

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

requirement

Section IV. Bidding Forms

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1. Bid Submission Form

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

Date: _____
Contract No.: _____
Invitation for Bid No.: _____

To: _____

We, the undersigned, declare that:

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

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

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

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

(e) Our Bid shall be valid for a period of ….. [***Insert date for 90 days validity***] from the date fixed for the bid submission deadline in accordance with the Bidding Document, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

(f) If our Bid is accepted, we commit to obtain a Performance Security in the amount as specified in ITB 41 for the due performance of the Contract;

(g) We are not participating, as Bidders, in more than one Bid in this bidding process, other than alternative offers in accordance with the Bidding Document;

(h) The following commissions, gratuities, or fees, if any, have been paid or are to be paid with respect to the bidding process or execution of the Contract:

Name of Recipient	Address	Reason	Amount

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

(i) We understand that this Bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal Contract is prepared and executed.

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

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

(l) We agree to permit GoN/DP or its representative to inspect our accounts and records and other documents relating to the bid submission and to have them audited by auditors appointed by the GoN/DP.

Name _____

In the capacity of _____

Signed _____

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

Date _____

2. Bidder's Information Form

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

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

Page _____ of_ _____ pages

1.	Bidder's Legal Name	
2	Bidder's Address:	
3	Bidder's Country of Registration:	
4.	Bidder's Year of Registration:	
5.	Bidder's Legal Address in Country of Registration	
6.	Bidder's Authorized Representative Information: …..Name: Address: Telephone/Fax numbers: Email Address	
7	Bidder's Telephone/Fax numbers:	
8	Bidder's Email Address:	

3. Joint Venture Information Form

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

4. Financial Situation Form

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

Information from Balance Sheet

Total Assets			
Total Liabilities			
Net Worth			
Current Assets			
Current Liabilities			

Information from Income Statement

Total Revenues			
Profits Before Taxes			
Profits After Taxes			

❑ Attached are copies of financial statements (balance sheets including all related notes, and income statements) for the last three or above years, as indicated above, complying with the following conditions?

- Historic financial statements must be audited by a certified accountant.
- Historic financial statements must be complete, including all notes to the financial statements.
- Historic financial statements must correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).

5. Average Annual Turnover Form

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

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

6. Financial Resources Form

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

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

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

7. Pending Litigation Form

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

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

8. Specific Experience Form

Bidder's Legal Name: _____ Date: _____

IFB No.:

Page _____ of _____ pages

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

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

Price Schedule For Goods

Name of Bidder _____ Invitation for Bid No.:_____

Item	Description	Country of Origin	Quantity	Unit price[1] (in NRs)		Total price (in NRs) (cols. 4x5)	Remarks
				In Figure	In Words		
1	2	3	4	5		4x5=6	
1	Supply and Delivery of Electric Car as per technical specification		6 Nos				ESRIP/G/NCB/082/83-04(RE)
					Total		
					VAT		
					Grand Total		

Name _____

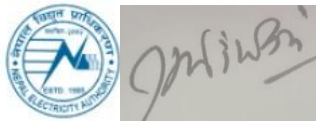
In the capacity of _____

Signed _____

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

Date

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



Bid Security

[This is the format for the Bid Security to be issued on the letterhead by a Commercial Bank or Financial Institution eligible to issue Bank Guarantee as per prevailing Law specified by Nepal Rastra Bank]

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

Date: ***[insert date]***

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

BID GUARANTEE No.: ***[insert number]***

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

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

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

(a) has withdrawn or modifies its Bid:

during the period of bid validity specified by the Bidder on the Letter of Bid

or

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

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

(d) having been notified of the acceptance of its Bid by the Purchaser during the period of bid validity, (i) fails or refuses to execute the Contract Agreement, or (ii) fails or refuses to furnish the performance security, in accordance with the ITB.

(e) is involved in fraud and corruption in accordance with the ITB.

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

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

Name _____
In the capacity of _____
Signed _____

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

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

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

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

Invitation for Bids No: Date:

Contract No:

Name of Contract :

To:

[*Name and address of the Procuring Entity*]

CREDIT COMMITTMENT No: [*insert number*]

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

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

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

Signature Signature

Manufacturer's Authorization Letter

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

■

■

Date: _____

IFB No.: _____

To: _____

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

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

Name _____

In the capacity of: _____

Signed _____

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

Date _____

Section V. Schedule of Requirements

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2. Delivery and Completion Schedule 54

3. Technical Specifications 55

4. Drawings 56

List of Goods and Related Services

Item No.	Name and Description of Goods	Physical Unit	Quantity	Remarks
1	Supply and Delivery of Electric Car as per technical specification	Nos	6	*ESRIP/G/NCB/082/83-04(RE)*

Delivery and Completion Schedule

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

Item No	Description of Goods	Quantity	Physical unit	Final Destination	Delivery Date
1	Supply and Delivery of Electric Car as per technical specification	6	Nos	Nepal Electricity Authority, Distribution and Consumer Services Directorate, Electricity Supply Reliability and Improvement Project, Durbarmarg, Kathmandu	30 days

For the provision of Delivery Schedule, following definitions shall be applicable:

Delivery

The Supplier shall deliver the Goods to the Purchaser's Delivery Site (place of destination) as specified above. The Goods shall remain at the risk of the Supplier until delivery is completed. Delivery is defined as the Goods placed on the warehouse platform, dock, or ground at Delivery Site (place of destination) after off-loading of the Goods by the Supplier and all relevant shipping documents have been furnished to the Purchaser. Time of delivery is important and complete delivery of each item ready for operation at the destination specified above shall be within the period specified in the Delivery Schedule. The time allowed for delivery shall be counted from the date of the Contract Signing. However, this certification of receipt shall not prejudice the Purchaser's remedies stated in other sections and clauses for shipment received, which contain damaged materials or missing materials.

Goods Acceptance Certificate

After successful delivery of the Goods at specified NEA Offices, the Supplier shall obtain the Goods Receipt/Delivery Certificate jointly signed by the supplier's and purchaser's representative. The supplier shall assist in ownership transfer for which the purchaser shall depute its representative. After the ownership transfer, the supplier shall apply for the Goods Acceptance Certificate. With the Goods Acceptance Certificate, the Supplier shall apply for the payment as per SCC.

3. Technical Specifications

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

1. Scope

1.1. The offered vehicle shall be brand new, unused and of the latest make & model and under current standard production by manufacturer. The vehicle design shall be energy efficient, environmentally friendly, safe, and efficient.

1.2. The vehicle shall comply with registration requirements as required by the Department of Transport Management. The offered model shall comply with the latest Nepal Vehicle Mass Emission Standards which is to be certified by the Department of Transport Management, Nepal.

1.3. The bidder must furnish documentary evidence in the form of literature (catalog), certified dimensional drawings, and a detailed description of goods with essential technical information. All data, drawings, catalogs, and other technical documents shall be attached to the bid.

2. General Requirements

2.1. The vehicle shall be Right Hand Drive (RHD), battery operated electric car, suitable to operate in the rough, hilly road with steep slope/sharp bends road condition of Nepal at ambient temperature varying between -5 to 50 degrees centigrade and altitude range up to 2000 m.

2.2. The vehicle shall consist of all components, assemblies, and devices for satisfactory operational requirements. Any other additional components/assemblies/devices not mentioned herein but required to suit our overall operational requirements and satisfactory operation of the vehicle shall also be included in the supply.

2.3. The vehicle supplied shall be complete and operative in all aspects and shall be confirmed to have the highest standards of engineering design and workmanship. A material or accessory which may not have been specifically mentioned but which is necessary for easy and satisfactory trouble-free operation and maintenance of the vehicle shall be supplied.

3. Minimum Requirements of Vehicle

3.1. The minimum technical requirements **Electric Car**

S.No.	Criteria	Requirement
1	Vehicle Type	Electric Car
2	Motor	Permanent Magnet Synchronous motor.
3	Battery capacity	Not less than 50 KWH
4	Battery Type	Blade Battery
5	Power	Not less than 100 kw
6	Torque	Not less than 290 Nm
7	Wheel Base	lot less than 2600 mm
8	Range	Not less than 340 km
9	Tyre and Size	215/60 R17
10	Ground Clearance	Not less than 200 mm
11	Seating	5 Seater
12	Essential Accessories	Front airbags - driver & front passenger
		Side airbags - driver & front passenger
		Side curtain airbags - front & rear
		Seat belt reminder - front seats only
		Seat belt reminder - front & rear
		Tyre Pressure Monitoring System (TPMS)
		ISOFIX child restraint anchorage points
		Anti-Lock Braking System (ABS)
		Electronic Parking Brake System (EPB)
		Electronic Stability Control (ESC)
		Traction Control System (TCS)
		Electronic Brake Force Distribution (EBD)
		Hill Descent Control (HDC)
		Brake Override System (BOS)
		360° view monitor
		Front 2 radar
		Rear 4 Radar
		Auto Hold
		Adaptive cruise control
		Intelligent cruise control
		Intelligent Speed limit information
		Auto Emergency Brake
		led digital instrument panel
		synthetic leather seat

		60/40 split fold rear seat
		power adjustment-driver seat
13	Tools	A Complete set of tools as required for general maintenance shall be supplied
14	color	To be negotiated during contract agreement
15	Warranty	At least 8 year or vehicle running up to 1,60,000 km whichever comes earlier
		starting after the delivery and acceptance of vehicle by the Client.

4. Performance and Certification

4.1. The bidder shall provide the manufacturer's data of the performance of the unit to include the power consumption and performance curve of the vehicle.

4.2. The vehicle shall comply with registration requirements as required by the Department of Transport Management. The offered model shall comply with the latest Nepal Vehicle Mass Emission Standards which is to be certified by the Department of Transport Management, Nepal.

4.3. All the parameters claimed by the supplier shall be certified by the Transporation Authority of the manufacturer’s country.

5. Instructions and Tools

5.1. All signs and instructions in the vehicle shall be in English.

5.2. A set of tools as required for general maintenance shall be supplied free of cost with each unit.

5.3. One copy of the Operator's and Owner's instructions and maintenance manual, spare parts catalogue and comprehensive workshop manual in English shall be supplied with each unit.

6. Warranty and After Sales Service

6.1. The vehicle offered shall have warranty of at least three (3) years on vehicle after the final delivery and acceptance of vehicle by the Purchaser.

6.2. The supplier shall provide free servicing (as per operation manual) and circuit check-up for at least two (2) years. The Bidder shall ensure the availability of necessary spare parts and service for regular servicing including repair and maintenance work for a minimum period of ten (10) years.

7. Inspection and Delivery

7.1. The Purchaser shall appoint its representative for pre-dispatch inspection (at supplier's warehouse), and the bidder shall arrange for same. Dispatch instructions shall be provided after successful inspection.

7.2. The color of the vehicle shall be selected during contract negotiation. The vehicle shall be delivered to the locations as mentioned on the delivery schedule.

Technical Data Sheet of Electric Car

The required Technical Data Sheet shall be part of technical bids. Following Technical Data Sheet should be completely filled and included in e-submission and non-submission of the documents shall be considered as non-responsive bid.

S.No.	Criteria	Employers Requirement	To be filled by Bidder
1	Name of Bidder	*Please mention*	
2	Name of Manufacturer	*Please mention*	
3	Country of Origin	*Please mention*	
4	Offered Model/Year	*Please mention*	
5	Vehicle Type	Electric Car	
6	Motor	Permanent Magnet Synchronous motor.	
7	Battery capacity	Not less than 50 KWH	
8	Battery Type	Blade Battery	
9	Power	Not less than 100 kw	
10	Torque	Not less than 290 Nm	
11	Wheel Base	lot less than 2600 mm	
12	Range	Not less than 340 km	
13	Tyre and Size	215/60 R17	
14	Ground Clearance	Not less than 200 mm	
15	Seating	5 Seater	
16	Essential Accessories	Front airbags - driver & front passenger	
		Side airbags - driver & front passenger	
		Side curtain airbags - front & rear	
		Seat belt reminder - front seats only	
		Seat belt reminder - front & rear	
		Tyre Pressure Monitoring System (TPMS)	

		ISOFIX child restraint anchorage points	
		Anti-Lock Braking System (ABS)	
		Electronic Parking Brake System (EPB)	
		Electronic Stability Control (ESC)	
		Traction Control System (TCS)	
		Electronic Brake Force Distribution (EBD)	
		Hill Descent Control (HDC)	
		Brake Override System (BOS)	
		360° view monitor	
		Front 2 radar	
		Rear 4 Radar	
		Auto Hold	
		Adaptive cruise control	
		Intelligent cruise control	
		Intelligent Speed limit information	
		Auto Emergency Brake	
		led digital instrument panel	
		synthetic leather seat	
		60/40 split fold rear seat	
		power adjustment-driver seat	
17	Tools	A Complete set of tools as required for general maintenance shall be supplied	
18	color	To be negotiated during contract agreement	
19	Warranty	At least 8 year or vehicle running up to 1,60,000 km whichever comes earlier	
		starting after the delivery and acceptance of vehicle by the Client.	

4. Drawings

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

It is essential that the Purchaser prepares a **List of Drawings** showing all drawings it supplied and issued as part of the Procurement Document.

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Section VI. General Conditions of Contract

1. Definitions

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

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

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

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

(d) "Day" means calendar day.

(e) "Delivery" means the transfer of the Goods from the Supplier to the Purchaser in accordance with the terms and conditions set forth in the Contract.

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

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

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

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

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

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

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

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

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

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

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

(q)"The Bank" means the Intenrantional Bank for Reconstruction and Development / Interntaional Development Association hereinafter called as "The World Bank".

2. Contract Documents

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

3. Fraud and Corruption

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

For the purposes of this Sub-Clause:

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

(ii) "fraudulent practice"2 is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;

(iii) "collusive practice"3 is an arrangement between two or more parties designed to achieve an improper purpose,

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

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

including to influence improperly the actions of another party;

(iv) "coercive practice"4 is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;

(v) "obstructive practice" is

(aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a GoN/DP investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or

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

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

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

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

4. Interpretation

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

4.2 Entire Agreement

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

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

4.3 Amendment

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

4.4 Nonwaiver

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

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

4.5 Severability

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

5. Language

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

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

6. Joint Venture, Consortium or Association

6.1 If the Supplier is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the Purchaser for the fulfillment of the provisions of the Contract and shall designate one party to act as a leader with

authority to bind the joint venture, consortium, or association. A bidder can submit only one bid either as a partner of the joint venture or individually. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the Purchaser.

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

7. Notices

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

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

8. Governing Law

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

9. Settlement of Disputes

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

9.2 Any dispute between the Parties as to matters arising pursuant to this Contract which cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be referred to Arbitration within 30 days after the expiration of amicable settlement period as specified in SCC.

10. Scope of Supply

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

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

11. Delivery

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

documents to be furnished by the Supplier are specified in the SCC.

12. Supplier's Responsibilities

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

13. Purchaser's Responsibilities

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

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

14. Contract Price

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

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

15. Terms of Payment

15.1 The Contract Price shall be paid in Nepalese Currency.

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

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

16. Taxes and Duties

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

17. Performance Security

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

Security for the due performance of the Contract in the amounts and currencies specified in the SCC.

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

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

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

18. Copyright

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

19. Confidential Information

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

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

other work and services required for the performance of the Contract.

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

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

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

(c) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or

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

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

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

20. Subcontracting

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

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

21. Specifications and Standards

21.1 Technical Specifications and Drawings

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

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

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

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

22. Packing and Documents

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

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

23. Insurance

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

24. Transportation

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

25. Inspections and Tests

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

Schedule of Requirements.

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

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

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

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

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

25.7 The Purchaser may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Purchaser, and shall repeat the test and/or inspection, at no cost to the Purchaser, upon giving a notice pursuant to

GCC Sub-Clause 25.4.

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

26. Liquidated Damages

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

27. Warranty

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

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

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

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

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

27.6 If having been notified, the Supplier fails to remedy the

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

28. Patent Indemnity

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

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

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

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

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

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

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

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

29. Limitation of Liability

29.1 Except in cases of gross negligence or willful misconduct :

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

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

30. Change in Laws and Regulations

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

foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with GCC Clause 14.

31. Force Majeure

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

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

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

32. Change Orders and Contract Amendments

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

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

(b) the method of shipment or packing;

(c) the place of delivery; and

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

32.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery and Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for

adjustment under this Clause must be asserted within thirty (30) days from the date of the Supplier's receipt of the Purchaser's change order.

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

33. Extensions of Time

33.1 If at any time during performance of the Contract, the Supplier or its Subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services pursuant to GCC Clause 11, the Supplier shall promptly, and not later than seven (7) days of occurenece of such conditions or event, notify the Purchaser in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.

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

34. Termination

34.1 Termination for Default

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

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

(ii) if the Supplier fails to perform any other obligation under the Contract.

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

(iv) The purchaser may terminate the contract at any

time in the following condition:.

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

(b) abandons the contract with out completing,

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

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

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

34.2 Termination for Insolvency

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

34.3 Termination for Convenience

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

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

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

(ii) To cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier.

35. Assignment

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

APPENDIX TO GENERAL CONDITIONS

Fraud and Corruption

(Text in this Appendix shall not be modified)

1. Purpose

1.1 The Bank's Anti-Corruption Guidelines and this annex apply with respect to procurement under Bank Investment Project Financing operations.

2. Requirements

2.1 The Bank requires that Borrowers (including beneficiaries of Bank financing); bidders (applicants/proposers), consultants, contractors and suppliers; any sub-contractors, sub-consultants, service providers or suppliers; any agents (whether declared or not); and any of their personnel, observe the highest standard of ethics during the procurement process, selection and contract execution of Bank-financed contracts, and refrain from Fraud and Corruption.

2.2 To this end, the Bank:

a. Defines, for the purposes of this provision, the terms set forth below as follows:

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

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

iii. "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;

iv. "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;

v. "obstructive practice" is:

(a) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or

(b) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 2.2 e. below.

b. Rejects a proposal for award if the Bank determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;

c. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring misprocurement, if the Bank determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;

d. Pursuant to the Bank's Anti- Corruption Guidelines and in accordance with the Bank's prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner;[5] (ii) to be a nominated[6] sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) to receive the proceeds of any loan made by the Bank or otherwise to participate further in the preparation or implementation of any Bank-financed project;

e. Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a Bank loan, requiring (i) bidders (applicants/proposers), consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents personnel, permit the Bank to inspect[7] all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the Bank.

[5] For the avoidance of doubt, a sanctioned party's ineligibility to be awarded a contract shall include, without limitation, (i) applying for pre-qualification, expressing interest in a consultancy, and bidding, either directly or as a nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider, in respect of such contract, and (ii) entering into an addendum or amendment introducing a material modification to any existing contract.

[6] A nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider (different names are used depending on the particular bidding document) is one which has been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

[7] Inspections in this context usually are investigative (i.e., forensic) in nature. They involve fact-finding activities undertaken by the Bank or persons appointed by the Bank to address specific matters related to investigations/audits, such as evaluating the veracity of an allegation of possible Fraud and Corruption, through the appropriate mechanisms. Such activity includes but is not limited to: accessing and examining a firm's or individual's financial records and information, and making copies thereof as relevant; accessing and examining any other documents, data and information (whether in hard copy or electronic format)

Section VII. Special Conditions of Contract

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

GCC 1.1(i)	The Purchaser's country is: **Nepal**
GCC 1.1(j)	The Purchaser is: ***Distribution and Consumer Services Directorate, Electricity Supply Reliability and Improvement Project, Nepal Electricity Authority (NEA).***
GCC 1.1 (p)	The Site is: ***Different Offices of NEA as mentioned in Schedule of Requirements.***
GCC 5.1	The language shall be: ***English***
GCC 7.1	For **notices**, the Purchaser's address shall be: Attention: The Coordinator, ***Electricity Supply Reliability and Improvement Project*** Name of the Purchaser: Distribution and Consumer Services Directorate, ***Electricity Supply Reliability and Improvement Project*** Address: Durbar Marg, Kathmandu Country: Nepal Telephone: + 977 (01) 4153153 Email: esrip@nea.org.np
	For **notices**, the Suppliers's address shall be: **[*insert full name and address of Suppliers including telephone number, facsimile number and electronic mail address (if applicable)]*** Name and Address of the Supplier: Telephone number: Facsimile number: e-mail Address:
GCC 9.2	In case of arbitration, the arbitration shall be conducted in accordance with the arbitration procedures published by the Nepal Council of Arbitration (NEPCA) at Kathamandu Nepal.

deemed relevant for the investigation/audit, and making copies thereof as relevant; interviewing staff and other relevant individuals; performing physical inspections and site visits; and obtaining third party verification of information.

GCC 10.1	The Scope of Supply shall be defined in: Section V, Schedule of Requirements [***insert "Section V, Schedule of Requirements" or indicate where the Scope of Supply shall be defined. At the time of awarding the Contract, the Purchaser shall specify any change in the Scope of Supply with respect to Section V, Schedule of Requirements included in the Bidding Document. Such changes may be due, for instance, if the quantities of Goods and Related Services are increased or decreased at the time of award.***]
GCC 11.1	Upon delivery of the Goods to the transporter, the Supplier shall notify the Purchaser and send the following documents to the Purchaser: **a)** Copies of the Supplier's invoice showing the description of the Goods, quantity, unit price, and total amount; **b)** Copy of packing list indentifying the contents of each package; **c)** Delivery note, railway receipt, or truck receipt; **d)** Manufacturer's or Supplier's warranty certificate; **e)** Certificate of origin; and **f)** Inspection certificate issued by the nominated inspection agency, and the Supplier's factory inspection report; The Purchaser shall receive the above documents before the arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses.
GCC 14.2	The prices charged for the Goods delivered and the Related Services to be performed shall be fixed for the duration of the contract
GCC 15.1	The terms of payment to be made to the Supplier under the contract shall be as follows: **1. The payment shall be made:** **(a) through an irrevocable confirmed letter of credit opened in favour of the Supplier or** **(b) through accounts division/unit of the Purchaser or** **(c) Through the District Treasury Controller Office.**
GCC 15.1	The terms of payment to be made to the Supplier under the contract shall be as follows: **2.** The payment shall be made through accounts division/unit of the Purchaser **3.** Payments shall be made in Nepalese Rupees in the following

	manner: i) **Advance Payment:** Ten (10) percent of the Contract Price shall be paid within thirty (30) days of signing of the Contract, and upon submission of claim and a bank guarantee for equivalent amount valid for the period of contract execution plus thirty days in the form provided in the bidding documents or another form acceptable to the Purchaser in two stages. Five (5) percent of which shall be paid after the submission of the bank guarantee and next five (5) percent will be paid after submission and approval of the drawings, technical datasheet, catalog of the goods to be supplied as per technical specifications and Proforma Invoice (PI). Should the supplier fail to claim the advance payment amount within 14 days of signing of contract, 10% of contract value will be paid after all the goods are delivered to and accepted by the Purchaser. ii) **On Delivery:** Seventy (70) percent of the Contract Price of the Goods delivered shall be paid upon submission of following documents: a) Original and one copy of the Supplier's invoice showing the description of the Goods, quantity, unit price, and total amount and the claim amount as per the payment terms. b) Original and one copy of the negotiable, clean, on-board Bill of Lading or Airway Bill or Railway Receipt, or Truck Receipt marked "FREIGHT PREPAID". c) Packing list identifying the contents of each package. d) Certificate of origin. e) Insurance certificate. f) Manufacturers or Supplier's warranty certificate. g) Dispatch Clearances and Factory Acceptance Test (FAT) Reports issued by the nominated inspectors or agency. h) Receipt of Goods by the designated NEA's store iii) **On Acceptance:** Fifteen (15) percent of the Contract Price of Goods received shall be paid within thirty (30) days of receipt of the Goods upon submission of claim supported by the pre dispatch inspection test report & acceptance test report issued by the Purchaser. After carrying out physical verification at NEA Store and/or post-dispatch tests in presence of authorized representative of the

	Supplier, if the goods are found in compliance with the technical specification of the Contract to the inspector's satisfaction, the acceptance certificate shall be issued. iv) **Five (5) percent** will be withheld as retention, which will be paid after the warranty period and upon submission of tax clearance certificate. Any further claim shall not be made by the Supplier regarding the said contract after payment of the retention amount. v) The **Tax Deduction at Source (TDS)** shall be applicable on payments as per prevailing rules in Nepal. Applicable taxes on total invoice amount shall be deducted during the payment of 70%.
GCC 17.1	The Supplier shall provide a Performance Security as follows: The performance security amount shall be 5 percent of the bid price. The Bid Price shall be inclusive of Value Added Tax. The amount of the Performance Security shall be in Nepalese Rupees, and shall be valid for the period of *contract execution and warranty period plus thirty days.* The performance security shall be forfeited, in case the Supplier fails to complete the contractual obligation and rectify the defects within warranty period.
GCC 17.3	The types of acceptable Performance Securities are: A bank guarantee issued by Commercial Bank or Financial Institution eligible to issue Bank Guarantee as per prevailing Law located in Nepal or reputable bank located abroad, acceptable to the Purchaser, in the format included in Section VIII, Contract Forms, Performance Security issued by foreign Bank must be counter – guaranteed by Commercial Bank or Financial Institution eligible to issue Bank Guarantee as per prevailing Law in Nepal.
GCC 17.4	Discharge of the Performance Security shall take place: ***in accordance with GCC Sub-Clause 17.4***

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

GCC 27.3	The period of validity of the Warranty shall be ***as mentioned in Scheule of Requirements.*** For the purposes of the Warranty, the place of final destination shall be: ***Different Offices of NEA as mentioned in Schedule of Requirements.***
GCC 27.5	The Supplier shall correct any defects covered by the Warranty within:60 days of being notified by the Purchaser of the occurrence of such defects
GCC 36 Inspections and Audit by the Bank	Insert Additional Clause 36: 36.1 The Supplier shall keep and shall make all reasonable efforts to cause its Subcontractors to keep, accurate and systematic accounts and records in respect of the Goods in such form and details as will clearly identify relevant time changes and costs. 36.2 Pursuant to paragraph 2.2 e. of Appendix to the General Conditions the Supplier shall permit and shall cause its subcontractors and subconsultants to permit, the Bank and/or persons appointed by the Bank to inspect the Site and/or the accounts and records relating to the procurement process, selection and/or contract execution, and to have such accounts and records audited by auditors appointed by the Bank if requested by the Bank. The Supplier's and its Subcontractors' and subconsultants' attention is drawn to Sub-Clause 3.1 which provides, inter alia, that acts intended to materially impede the exercise of the Bank's inspection and audit rights constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Bank's prevailing sanctions procedures).

Section VIII. Contract Forms

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Letter of Intent

[on letterhead paper of the Purchaser]

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

Notes on Letter of Intent

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

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

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

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

Authorized Signature: .....

Name: .....

Title: .....

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

Letter of Acceptance

[on letterhead paper of the Purchaser]

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

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

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

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

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

The amout of performance security shall be NRs…….[Insert amount] and validity period of performance security shall be ……[insert validity period].

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

Authorized Signature: .....

Name and Title of Signatory:

Agreement Form

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

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

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

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

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

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

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

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

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

Performance Security

[insert complete name and number of Contract]

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

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

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

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

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

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

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

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

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

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

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

Advance Payment Security

[insert complete name and number of Contract]

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

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

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

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

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

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

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

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

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