



Sarkegad Rural Municipality
Office of the Rural Municipal Executive
Sarkegad, Humla

STANDARD BIDDING DOCUMENT

PROCUREMENT OF FABRICATION PACKAGE

(Fabricated Steel Parts for Trail Bridge)

Through

National Competitive Bidding (NCB)

Issued on:

IFB No :

NCB No:

Fiscal Year : 2077/2078

Purchaser:

Abbreviations

BD	Bidding Document
BF	Bidding Forms
BDS	Bid Data Sheet
BOQ	Bill of Quantities
COF	Contract Forms
DP	Development Partners
DoLI	Department of Local Infrastructure
ELI	Eligibility
EQC	Evaluation and Qualification Criteria
EXP	Experience
FIN	Financial
FY	Fiscal Year
GCC	General Conditions of Contract
SG	State Government
ICC	International Chamber of Commerce
ITB	Instructions to Fabricator
JV	Joint Venture
LIT	Litigation
MoU	Memorandum of Understanding
NCB	National Competitive Bidding
PAN	Permanent Account Number
PPA	Public Procurement Act
PPMO	Public Procurement Monitoring Office
PPR	Public Procurement Regulations
PL	Profit & Loss
SBD	Standard Bidding Document
SCC	Special Conditions of Contract
TS	Technical Specifications
VAT	Value Added Tax
WRQ	Works Requirement

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INVITATION FOR BIDS

Sarkegad Rural Municipality
Office of Rural Executive
sarkegad, Humla

Invitation for bids for procurement of fabricated steel parts for trail bridges

Contract identification no : TB- SRM -08-077/078

Date of publication : 2077/09/27

1. **The government of Nepal** has allocated TB-SWAP funds to Sarkegad Rural Municipality for **Trail Bridge Program** and the Rural Municipality intends to apply the funds to cover eligible payment under the contract for supply of fabricated steel parts for trail bridges. Bid is open to all eligible Nepalese bidders. Sarkegad Rural Municipality invites sealed bids from registered fabricators for supply of fabricated steel parts for following trail bridges. Detailed evaluation and qualification criteria area are provided in section III of bid documents.
2. The bidders/fabricators with experience of successfully completing fabrication and supply of steel parts for minimum five trail bridges within last five years. New fabricators may apply in joint venture with an eligible firm having the required experience. Fabricators who are not enlisted by DOLI may also apply. However bids of such fabricators shall be considered responsive only in case fabricators fulfill the requirements.
3. Eligible bidders may obtain further information and inspect the bidding documents at the office of Sarkegad Rural Municipality or www.sarkegadmun.gov.np or contact at 9851255273
4. Bidding documents may be purchased from the office of Sarkegad Rural Municipality, Sarkegad, Humla or www.sarkegadmun.gov.np by eligible bidders on submission of a written application and upon payment of a non – refundable fee for bid document as mentioned in the following table and the bid document fee should be deposited in A/C no. 065010000001202 Citizens Bank International Limited Sarkegad Branch, Humla until the (last date of purchase of bidding document) (2077/10/27) from the date of publication of this notice.
5. Bids must be submitted through directly at office of Rural Municipality, Sarkegad, Humla will be accepted on or before 12:00 noon on 2077/10/28. Documents receive after this deadline shall not be accepted.
6. Bids will be opened in the presence of bidders representatives who choose to attend at 14:00 on 2077/10/28 at the office of Sarkegad Rural Municipality, Sarkegad, Humla. Bids must be valid for a period of 90 days after bid opening and must be accompanied by bid security amounting to a minimum of 2.5 % of the quoted bid amount (inclusive of VAT) which shall be valid for 30 days beyond the bid validity period.
7. If bidders wishes to submit the bid security in the form of cash bidders has to deposit cash in Citizen Bank International limited sarkegad branch Account no.065010000006202 Sarkegad Rural Municipality, Humla and submit bank deposit voucher along with the bid.
8. If the last date of purchasing submission and opening falls on a government holiday then the next working day shall be considered as the last day.
9. The name and identification of the contract are as follows:

Description of work (fabrication package)	Estimated amount NRS (excluding VAT) NRs	Bid security amount NRs.	Bid document fee NRs.	Contract identification no.
Fabrication of steel parts & transportation up to road heads of Dulli Kuna suspended bridge	13,74971.52	40,000.00	1000.00	TB-SRM-08-077/078
Fabrication of steel parts & transportation up to road heads of Gothi Ghatte suspended bridge	13,67,076.37	40,000.00	1000.00	TB-SRM-09-077/078
Fabrication of steel parts & transportation up to road heads of Nagada Truss bridge	14,50,841.87	45,000.00	1000.00	TB-SRM-10-077/078
Fabrication of steel parts & transportation up to road heads of Purbuta Truss bridge	14,50,841.87	45,000.00	1000.00	TB-SRM-11-077/078

10. The employer reserves the right to accept or reject wholly or partly any or all the bids without assigning any reason whatsoever.

Chief Administrative officer

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Section - I

Instruction to Fabricator (ITB)

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.
 - 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 State Government Funded: In accordance with its annual program and budget, approved by the State Government, the Purchaser intends to apply a portion of the allocated budget to eligible payments under the contract(s) *indicated in the BDS* for which this Bidding Document is issued.
Or
DP Funded: The State Government has applied for or received financing (hereinafter called “funds”) from the Development Partner (hereinafter called “the DP”) *indicated in the BDS* toward the cost of the project *named in the BDS*. The State Government intends to apply a portion of the funds to eligible payments under the contract(s) for which this Bidding Document is issued.
 - 2.2 DP Funded: Payment by the DP will be made only at the request of the State Government and upon approval by the DP in accordance with the terms and conditions of the financing agreement between the State Government and the DP (hereinafter called the “Loan Agreement”), and will be subject in all respects to the terms and conditions of that Loan Agreement. No party other than the State Government shall derive any rights from the Loan Agreement or have any claim to the funds.
 - 2.3 Public Entity's Resources Funded.
3. **Fraud and Corruption**
 - 3.1 Anticorruption related laws require that State Government’s officials (including beneficiaries of funds), as well as Fabricator, Fabricators, and contractors and their sub-contractors under State Government/DP-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, this bidding document;
 - a) defines, for the purposes of this provision, the terms set forth below as follows::
 - (i) “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;
 - (ii) “fraudulent practice” means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
 - (iii) “coercive practice” means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
 - (iv) “collusive practice” means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party.

- (v) “obstructive practice” means:
 - 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 State Government/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 State Government’s/DP’s inspection and audit rights provided for under sub-clause 3.5 below:
 - (b) will reject bid(s) if it determines that the bidder has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
 - (c) will sanction a firm or individual, including declaring ineligible, for a stated period of time, to be awarded a State Government/DP-financed contract if it at any time determines that the firm has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for, or in executing, a State Government/DP-financed contract.
- 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 Fabricator,
 - (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 Fabricator before or after submission of bids for distribution of works among Fabricator or fixing artificial/uncompetitive bid price with an intention to deprive the Purchaser the benefit of open competitive bid price,
 - (g) contacting the Purchaser with an intention to influence the Purchaser with regards to the bids or interference of any kind in examination and evaluation of the bids during the period from the time of opening of the bids until the notification of award of contract.
- 3.3 Without prejudice to any other rights of the Purchaser under the related laws, State Government may blacklist a Bidder 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 convicted by a court of law in a criminal offence which disqualifies the Bidder from participating in the contract,
 - (b) If it is proved that the bidder has committed an act contrary to ITB 3.2.
- 3.4 A bidder declared blacklisted and ineligible by the State Government, Public procurement Monitoring Office (PPMO), and/or the DP in case of DP funded project, shall be ineligible to bid for a contract during the period of time determined by the State Government, PPMO and/or the DP.
- 3.5 The Fabricator shall permit the State Government/DP to inspect the Fabricator’s accounts and records relating to the performance of the

Fabricator and to have them audited by auditors appointed by the State Government/DP, if so required by the State Government/DP.

- 3.6 DP Funded: In pursuance of the fraud and corruption policy, the DP.
- (a) will reject a proposal if it determines that the bidder recommended for award has directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
 - (b) will cancel the portion of the loan/ credit/ grant allocated to a contract if it determines at any time that representative(s) of the State Government or of a beneficiary of the fund engaged in corrupt, fraudulent, collusive, or coercive practices during the procurement or the execution of that contract, without the State Government having taken timely and appropriate action satisfactory to the DP to address such practices when they occur.

4. Eligible Fabricator

- 4.1 This Invitation for Bids is open to eligible Fabricator 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). In the case of a JV:
- (a) all parties to the JV shall be jointly and severally liable; and
 - (b) a JV shall nominate a representative who shall have the authority to conduct all businesses for and on behalf of any and all the parties of the JV during the bidding process and, in the event the JV is awarded the Contract, during contract execution.
- 4.3 A Bidder shall not have a conflict of interest. All Fabricator found to have a conflict of interest shall be disqualified. A Bidder may be considered to be in a conflict of interest with one or more parties in this bidding process if, including but not limited to:
- (a) have controlling shareholders in common;
 - (b) receive or have received any direct or indirect subsidy from any of them;
 - (c) have the same legal representative for purposes of this Bid;
 - (d) have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Purchaser regarding this bidding process;
 - (e) a Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which it is involved. However, this does not limit the inclusion of the same subcontractor, not otherwise participating as a Bidder, in more than one bid; or
 - (e) a Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the goods and services that are the subject of the **bid**.
- 4.4 A Bidder that is under a declaration of ineligibility by the State Government/DP in accordance with ITB 3.4, at the date of the deadline for bid submission or thereafter, shall be disqualified.
- 4.5 A State Government-owned enterprise may also participate in the bid if it is legally and financially autonomous, it operates under commercial law, and it is not dependent agency of the Purchaser.

- 4.6 Fabricator shall provide such evidence of their continued eligibility satisfactory to the Purchaser, as the Purchaser shall reasonably request.
- 4.7 Firms shall be excluded in any of the cases, if
- (a) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations prohibits any import of goods or Contracting of works or services from that country or any payments to persons or entities in that country.
 - (b) DP Funded: as a matter of law or official regulation, State Government prohibits commercial relations with that country, provided that the DP is satisfied that such exclusion does not preclude effective competition for the supply of goods or related services required;
 - (c) DP Funded: a firm has been determined to be ineligible by the DP in relation to their guidelines or appropriate provisions on preventing and combating fraud and corruption in projects financed by them.
- 4.8 A bidder and all parties constituting the Bidder shall have the nationality of an eligible country as defined by the concerned DP for DP funded projects.
- 4.9 The domestic Bidder who has obtained Permanent Account Number (PAN) and Value Added Tax (VAT) registration certificate(s) and Tax clearance certificate or proof of submission of tax return from the Inland Revenue Office shall only be eligible. The foreign bidder submitting the documents *indicated in the BDS* at the time of bid submission and a declaration to submit the document(s) *indicated in the BDS* at the time of contract agreement shall only be eligible
- 5. Eligible Goods and Related Services**
- 5.1 All goods and related services to be supplied under the contract are eligible, unless their origin is from a country *specified in the BDS*.
- 5.2 For purposes of this clause, “origin” means the place where the goods are mined, grown, or produced, or the place from which the related services are supplied
- 5.3 The origin of goods and services is distinct from the nationality of the Bidder.
- 6. Site Visit**
- 6.1 For goods contracts requiring installation/ commissioning/ networking or similar services at site, the Bidder, at the Bidder’s own responsibility and risk, is encouraged to visit and examine the Site and obtain all information that may be necessary for preparing the Bid and entering into a contract for the supply of goods and related services.
- 6.2 The Bidder should ensure that the Purchaser is informed of the visit in adequate time to allow it to make appropriate arrangements.
- 6.3 The costs of visiting the Site shall be at the Bidder’s own expense.

B. Contents of Bidding Document

- 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 I Bidding Procedures**
- Section I. Instructions to Fabricator (ITB)
- Section II. Bid Data Sheet (BDS)
- Section III. Evaluation and Qualification Criteria
- Section IV. Bidding Forms
- PART II Supply Requirements**
- Section V. Schedule of Requirements
- PART III Conditions of Contract and Contract Forms**
- Section VI. General Conditions of Contract (GCC)
- Section VII. Special Conditions of Contract (SCC)
- Section VIII. Contract Forms

- 7.2 The Purchaser will reject any Bid submission if the Bidding Document was not purchased directly from the Purchaser, or through its assigned office *as stated in the BDS*.
- 7.3 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Document as well as in Amendments, if any. Failure to furnish all information or documentation required by the Bidding Document may result in the rejection of the Bid.
- 7.4 The Invitation for Bids issued by the Purchaser is not part of the Bidding Document.
- 8. Clarification of Bidding Document/Pre-bid meeting**
- 8.1 A prospective Bidder requiring any clarification of the Bidding Document shall contact the Purchaser in writing at the Purchaser's address *indicated in the BDS*. The Purchaser will respond in writing to any request for clarification, provided that such request is received within the time limit *specified in the BDS* prior to the deadline for submission of Bids. The Purchaser shall forward copies of its response to all Fabricator 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 Fabricator 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 Fabricator 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 Sheet 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 required in the BDS.
- 13. Bid Submission Sheet and Price Schedules**
- 13.1 The Bidder shall submit the Bid Submission Sheet 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 entered separately in the following manner:
- i. the price of the goods quoted EXW (ex works, ex factory, ex warehouse, ex showroom, or off-the-shelf, as applicable), including all customs duties and sales and other taxes already paid or payable: (i) on the components and raw materials used in the manufacture or assembly of goods quoted ex works or ex factory; or (ii) on the previously imported goods of foreign origin quoted ex warehouse, ex showroom or off-the-shelf;
 - ii. the price for inland transportation, insurance, and other costs incidental to delivery of the goods to their final destination, if *specified in the BDS*;
 - iii. the price of other (incidental) services, if any, *listed in the BDS*.
- 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 terms EXW shall be governed by the rules prescribed in the current edition of INCOTERMS published by the International Chamber of Commerce, Paris.
- 15.5 The Bidder's separation of price components in accordance with ITB 15.2 above will be solely for the purpose facilitating the comparison of bids by the Purchaser and will not in any way limit the Purchaser's right to contract on any of the terms offered.
- 15.6 If the Bidder intends to offer any 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 sheet.
- 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, Fabricator shall:
- a) complete the eligibility declarations in the Bid Submission Sheet, included in Section IV, Bidding Forms; and
 - b) if the Bidder is an existing or intended JV in accordance with ITB 4.2, submit a copy of the JV Agreement, or a letter of intent to enter into such an Agreement. The respective document shall be signed by all legally authorized signatories of all the parties to the existing or intended JV, as appropriate.
 - c) submit the copy of the documents as *specified in BDS*.
- 18. Documents Establishing the Conformity of the Goods and Related Services to the Bidding Document**
- 18.1 To establish the conformity of the Goods and Related Services to the Bidding Document, the Bidder shall furnish as part of its Bid the documentary evidence that the Goods and Related Services conform to the requirements specified in Section V, Supply Requirements.
- 18.2 The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item-by-item description of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to those requirements, and if applicable, a statement of deviations and exceptions to the provisions of Section V, Schedule of Requirements.
- 18.3 Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the Purchaser in the Section V, Schedule of Requirements, are intended to be descriptive only and not restrictive. The Bidder may offer other standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates, to the Purchaser's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in Section V, Schedule of Requirements.
- 19. Documents Establishing the Qualifications of the Bidder**
- 19.1 The documentary evidence of the Bidder's qualifications to perform the contract, if its bid is accepted, shall establish to the Purchaser's satisfaction that the Bidder meets each of the qualification criterion specified in Section III, Evaluation and Qualification Criteria.
- 19.2 If so *required in the BDS*, a Bidder that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer's Authorization using the form included in Section IV, Bidding Forms to demonstrate that 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 Fabricator'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",

If the agent has not been appointed:

- f. Source of information about tender invitation,
 - g. The remuneration given to the individual or firm/company or organization to work on its behalf for submitting tender, representation in the bid opening and other required action in connection with the tender,
 - h. Transfer or handover an evidence of foreign currency exchanged which required to be submitted with the tender,
- If the bank account of any Nepali citizen has been used for the exchange of foreign currency specify the name of the individual and his address. If the foreign currency has been exchanged by self then the certificate of currency exchange.

19.5 If a foreign Bidder in its Bid, has not provided the information mentioned in ITB 19.4 or has submitted its bid stating that the Bidder does not have a local agent and later it is proved that the bidder has a local agent or it is proved that the commission mentioned in the Bid is less than the commission received by the local agent then the Purchaser shall initiate proceedings to blacklist such bidder in accordance with ITB 3.2.

20. Period of Validity of Bids

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

20.2 In exceptional circumstances, prior to the expiration of the bid validity period, the Purchaser may request Fabricator 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.

21. Bid Security

21.1 The Bidder shall furnish as part of its bid, in original form a Bid Security as *specified in the BDS*.

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

- (a) original copy of an unconditional bank guarantee from "A" class commercial bank or;
- (b) original copy of cash deposit voucher in the Purchaser's Account *asspecified in BDS*.

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

The bid security issued by any foreign Bank outside Nepal must be counter guaranteed by an "A" class Commercial Bank in Nepal.

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

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

21.5 If a Bid Security is specified pursuant to ITB 21.1, the Bid Security of the successful Bidder shall be returned as promptly as possible once the successful

Bidder has signed the Contract Agreement and furnished the required Performance Security.

- 21.6 The Bid Security may be forfeited:
- (a) If a Bidder requests for withdrawal or modification of its bid as against of the ITB clause 26.3 during the period of bid validity specified by the Bidder on the Bid submission form except as provided in ITB 20.2
 - (b) if the successful Bidder fails to:
 - (i) sign the Contract in accordance with ITB 42; or
 - (ii) furnish a Performance Security in accordance with ITB 42.
- 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.
- 22.1 The Bidder shall prepare one original of the documents comprising the Bid as described in ITB 12 and clearly mark it "ORIGINAL." In addition, the Bidder shall submit copies of the Bid, in the number *specified in the BDS* and clearly mark them "COPY." In the event of any discrepancy between the original and the copies, the original shall prevail.
- 22.2 The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as *specified in the BDS* and shall be attached to the Bid.
- 22.3 Any amendments such as interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Bid.

22. Format and Signing of Bid

D. Submission and Opening of Bids

23. Sealing and Marking of Bids

- 23.1 Fabricator may always submit their bids by mail or by hand or by courier, but in any means bid must be delivered within the deadline of submission as mentioned in ITB 24. When so *specified in the BDS*, Fabricator have the option of submitting their bids electronically. Fabricator submitting bids electronically shall follow the electronic bid submission procedures *specified in the BDS*.
- 23.2 Fabricator 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 23.3 and 23.4.
- 23.3 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".
- 23.4 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.
- 24.1 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. Deadline for Submission of Bids

25. Late Bids

25.1 The Purchaser shall not consider any Bid that arrives after the deadline for submission of Bids, in accordance with ITB 24.1. 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

26.1A 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) Fabricator may withdraw or modify its bids by sending a written notice in a sealed envelope, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITB 20.2 before 24 hours prior to the last deadline of submission of bid. The corresponding modification of the bid must accompany the respective written notice. All notices must be:

(aa) prepared and submitted in accordance with ITB 20 and ITB 21, and in addition, the respective envelopes shall be clearly marked "WITHDRAWAL", "MODIFICATION;" and

(bb) received by the Purchaser 24 hours prior to the deadline prescribed for submission of bids, in accordance with ITB 22.

ii) E-submitted bids.

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 be able to submit another bid for the same bid.

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

26.3 In case of bids submitted in hard copy no bid shall be withdrawn or modified in the interval between 24 hours prior time of the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Letter of Bid or any extension thereof.

In case of e-submitted bids no bids shall be withdrawn or modified in the interval between deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the bid submission form or any extension thereof.

27. Bid Opening

27.1 The Purchaser shall conduct the bid opening in public in the presence of bidder or its representative who chose to attend at the address, date and time **specified in the BDS**. The Purchaser 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 at least 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 purchaser shall separate the envelopes of the bids received after the deadline of bid submission, the envelopes containing an application given for WITHDRAWAL, MODIFICATION of bids and the envelopes of bids duly registered. The bids received after the deadline of submission shall be returned to the concerned bidder unopened. Then envelopes marked "WITHDRAWAL" shall be opened first, read out, and recorded, and the

envelope containing the corresponding Bid shall not be opened, but returned to the Bidder. If the withdrawal notice is not accompanied by a copy of the valid authorization pursuant to ITB 22.2, the withdrawal shall not be permitted and the corresponding Bid will be opened. Envelopes marked "MODIFICATION" shall be opened, read out, and recorded with the corresponding Bid. No Bid shall be modified unless the corresponding Modification Notice contains a valid authorization to request the modification and is read out and recorded at bid opening. Only envelopes that are opened, read out, and recorded at bid opening shall be considered further.

27.3 All other envelopes shall be opened one at a time, and the following read out and recorded: the name of the Bidder and whether there is a modification; the Bid Prices (per lot if applicable), any discounts and alternative offers; the presence of a Bid Security, if required; if there is discrepancy between figure and words, description of such discrepancy; whether the bid form is signed by the bidder or his agent; and any other details as the Purchaser may consider appropriate. Only discounts and alternative offers read out and recorded at bid opening shall be considered for evaluation. No Bid shall be rejected at bid opening except for late bids, in accordance with ITB 25.1.

27.4 The Purchaser shall prepare a record of the bid opening that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, 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 Fabricator' 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 Fabricator who submitted bids in time, and posted on line when electronic bidding is permitted. The Fabricator' 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 Fabricator 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" qis 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,
- (a) 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
- (b) if rectified, would unfairly affect the competitive position of other Fabricator 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 (15%) more than the quoted amount of the bidder on account of small differences pursuant to ITB 32.3, such bid shall be considered irresponsible 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.
- 34. Domestic Preference**
- 34.1 If the price of goods manufactured in Nepal, are higher up to ten percent than that of foreign goods, a margin of preference up to ten percent to the goods manufactured in Nepal shall be provided in the evaluation of the Bids.
- (This Clause shall be applicable only for State Government funded procurement.).
- 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.
- 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 annul the bidding process and reject all Bids at any time prior to Contract award, without thereby incurring any liability to the Fabricator.

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 Fabricator 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.

41. Performance Security

- 41.1 Within fifteen (15) days of the receipt of notification of award from the Purchaser, the successful Bidder shall furnish the Performance Security in accordance with the GCC, using for that purpose the Performance Security Form included in Section VIII, Contract Forms, or another form acceptable to the Purchaser.

i) If bid price of the bidder selected for acceptance is up to 15 (fifteen) percent less than the approved cost estimate, the performance security amount shall be 5 (five) percent of the bid price.

ii) For the bid price less than 15 percent of the cost estimate, the performance security amount shall be determined as follows:

Performance Security Amount = [(0.85 x Cost Estimate – Bid Price) x 0.5] + 5% of Bid Price. The Bid Price and Cost Estimate shall be inclusive of Value Added Tax.

- 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 may award the Contract to the next lowest evaluated Bidder whose offer is substantially responsive and is determined by the Purchaser to be qualified to perform the Contract satisfactorily.

42. Signing of Contract

- 42.1 The successful Bidder shall sign the contract in the form included in section VIII after the submission of performance security in accordance with ITB 41.

- 42.2 At the same time, the Purchaser shall also notify all other Fabricator 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 Fabricator 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 of award in accordance with ITB 40.2, requests in writing the grounds on which its bid was not selected.

- 42.4 If the bidder whose bid is accepted fails to sign the contract as stated ITB 39.1, the Public Procurement Monitoring Office shall blacklist the bidder on recommendation of the Public Entity.

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 State Government, 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.

PART I:
BIDDING PROCEDURES

Section II: Bid Data Sheet (BDS)

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Section - II

Bidding Data Sheet (BDS)

A. Introduction

- ITB 1.1** Name of the Purchaser:
- ITB 1.2** Additional clause
- (d) Through out the bidding document, the terms Fabricators and Fabricators are used as synonymous.
- ITB 2.1** Identification number of the Contract:
- The name of the Contract is:
- ITB 2.1** Name of the Project:
- Name of the DP: [insert the name] :
- Implementing Agency:
- Select one option as appropriate.
- ITB 4** The Invitation for Bids is open to all those eligible Fabricators who are registered in Nepal and fulfilling the eligibility criteria specified in this clause.
- i. Who has experience of successfully completing fabrication and supply of steel parts for minimum five such bridges within last five years, and
 - ii. Enlisted by DoLI, and
 - iii. Has firm registration, VAT and PAN certificates along with Income Tax Clearance Certificate or proof of submission of Tax Return from the office of Inland Revenue
 - iv. To encourage new fabricators in order to build the capacity, they also can bid but in joint venture with eligible fabricators having the required qualification. In case of a JV or support from another Fabricators/fabricators, a JV agreement or a MOU signed between the concerned parties shall be made available. The leading fabricator shall be defined and it shall submit its letter of intent in consensus with other Fabricator/s.
- ITB 4.1** Fabricator from the following countries are not eligible: **Not Applicable**
- 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: **Not Applicable**

B. Bidding Document

- ITB 8.1** For **clarification purposes** only, the Purchaser's address is:
- Attention: [Insert Name and Designation of the Contact Person/s (if any)]
- Name of the Purchaser: _____
- Address: _____
- Telephone: _____
- Facsimile Number: _____
- Electronic Mail Address: _____
- ITB 8.1** The purchaser will respond in writing to any request for clarification provided that such request is received no later than ten (10) days prior to the deadline date for submission of bid.
- ITB 8.2** **Pre-Bid meeting shall be organized at the following date, time and place:**
- Date:** _____
- Time:** _____
- Place:** _____

C. Preparation of Bids

- ITB 11.1** The language of the Bid is: Nepali or English
- ITB 12.1 (h)** The Bidder shall submit the following additional documents with its Bid: **Not Applicable**
- ITB 14.1** Alternative Bids **are not** permitted
- ITB 15.2 (i)** The price quoted shall include :
- the cost for procurement of all raw materials, fabrication and supply of steel parts and fixtures, transportation up to delivery point, insurance of goods in transit, and other local costs incidental to delivery of the goods to their final destination including loading and unloading
 - cost of equipment, tools, labor, travel, supervision, allocation of uncertainties and overhead
 - all duties, taxes and other levies.
 - The prices should be expressed in the term of Nepalese Rupees.
- ITB 15.2 (ii)** The delivery point is: **as specified separately in Bill of Quantity for each specific bridge (under part I, Section IV: Financial Proposal/3.2.1 through 3.2.6)**
- ITB 15.2 (iii)** The price of other incidental services : **Not Applicable**
- ITB 15.3** The prices quoted by the Bidder shall be fixed. **Price are not adjustable**
- ITB 15.4** The **Incoterms** edition is: **2000**.
- ITB 17.1 (c)** The Fabricator shall submit:
- Attested Copy of Firm Registration Certificate
 - Attested Copies of VAT and PAN Registration Certificate,
 - Attested Copy of Tax Clearance Certificate/Tax Return submission evidence for **the FY ...2077/2078.....[insert fiscal year]**.
 - Attested copies of work experience
 - An Agreement or MoU in case of a JV.
 - CV of employee
 - A written declaration made by the bidder, with a statement that s/he is not ineligible to participate in the procurement proceedings; has no conflict of interest in the proposed procurement proceedings, and has not been punished for a profession or business related offence.

- ITB 19.2 A Manufacturer’s Authorization letter is : **Not required**
- 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 90days.
- ITB 21.1 The Bidder shall furnish a bid security, from "A" class commercial bank with a minimum of 2.5% of the quoted bid amount (Inclusive of VAT), which shall be valid for 30 days beyond the validity period of the bid.
- ITB 21.2 (b) **Purchaser's bank account number and address if bid security is in the form of cash deposit.**
Account Name: Sarkegad Rural Municipality
Bank Name: Citizen's Bank International Ltd.
Bank Address: Sarkegad Branch, Sarkegad Humla
Account Number:0650100000006202
- ITB 22.1 In addition to the original of the Bid, the number of copies is: **One**
- ITB 22.2 The written confirmation of Authorization to sign on behalf of the Bidder shall consist of:
 - (a) The name and description of the documentation required to demonstrate the authority of the signatory to sign the Bid such as a letter of authorization to sign the bid; and
 - (b) In the case of Bids submitted by an existing or intended JV, an undertaking signed by all parties (i) stating that all parties shall be jointly and severally liable, and (ii) nominating a Representative who shall have the authority to conduct all business 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.”]

D. Submission and Opening of Bids

- ITB 23.1 Fabricator**shall not have** the option of submitting their bids electronically.
- ITB 23.1 **Not Applicable**
- ITB 24.1 **For bid submission purposes only, the Purchaser’s address is : Sarkegad Rural Municipality, Humla**
IFB title: Procurement of fabrication package (fabricated Steel Parts for Short Span Trail Bridge, SSTB),
IFB No:
Fiscal Year: 2077/2078
- ITB 24.1 **The deadline for bid submission is:**
Date: _____
Time: _____
- ITB 24.1 If the last date of purchasing a bid falls on a government holiday then the purchasing date shall close a day before such date.
 If the last date of 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: [insert complete address of the place]**
Date: _____
Time: _____
Place: _____
- ITB 27.1 **Not Applicable**

E. Evaluation and Comparison of Bids

ITB 35 The Purchaser will evaluate and compare only the Bids determined to be substantially responsive. Criteria for bid evaluation shall be on the basis of :

- i) Delivery and Qualification requirement as per Schedule of Requirements,
- iii) Evaluated Bid Price

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 42 Add sub clause 42.4

The purchaser shall call the successful bidder for an orientation program about scope of the work, TOR, Technical Specifications, Design and Quality Control/Quality Assurance requirements at the time of signing of contract.

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 up to the value of Nepalese Rupees 30,000,000 (thirty million).

ITB 43.9 The Bidder, filing application pursuant to ITB 43.4, shall have to furnish a cash deposit voucher or Bank guarantee equal to 0.5% of its bid price.

PART I:
BIDDING PROCEDURES

Section - III

Evaluation and Qualification Criteria

Evaluation Criteria

Only those bids responsive to the qualification requirements as stipulated in Section V Schedule of Requirements shall be evaluated based on the quoted bid price. The bid quoting lowest evaluated bid price among the all responsive bid shall be considered as lowest evaluated bid.

PART I:

BIDDING PROCEDURES

Section IV: Bidding Forms (BF)

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1. Bid Submission Form

(The Bidder shall accomplish the Bid Submission Form in its Letter Head clearly showing the Fabricator 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 _____ days from the date fixed for the bid submission deadline in accordance with the Bidding Document, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (f) If our Bid is accepted, we commit to obtain a Performance Security in the amount of _____ percent of the Contract Price for the due performance of the Contract;
- (g) We are not participating, as Fabricator, in more than one Bid in this bidding process, other than alternative offers in accordance with the Bidding Document;
- (h) Our firm, its affiliates or subsidiaries, including any subcontractors or Fabricators for any part of the Contract, has not been declared ineligible by the State Government;
- (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 blacklisted as per ITB 3.4 and no conflict of interest in the proposed procurement proceedings and we have not been punished for anoffenserelating to the concerned profession or business.
- (l) We agree to permit State Government/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 State Government/DP.

Name _____

In the capacity of _____

Signed _____

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

Date _____

1.1 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:	
	<p>Attached are copies of the following original documents.</p> <p><input type="checkbox"/> 1. Firm Registration Certificate</p> <p><input type="checkbox"/> 2. Authorization to represent the firm</p>	

1.2 Joint Venture Information Form

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

1.3 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).

Important Note: Bid Security issued by the Finance Companies shall not be accepted.

1.4 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 3 Years	
Year	Amount (in NRs)
Average Annual Turnover	

1.5 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:

The letter from the Bank must be unconditional.

1.6 Bid Security

[This is the format for the Bid Security to be issued on the letterhead by a "A" class commercial bank 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 its Bid during the period of bid validity specified by the Bidder in the Form of Bid; or
- (b) 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, if required, or (ii) fails or refuses to furnish the performance security, 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 _____

2. Technical Proposal (TP) for Procurement of Fabricated Steel Parts

2.1 Identification of the Firm

Name of the Firm : _____

Full Address : _____

Contact/Postal Address : _____

Telephone : _____

Fax : _____

State Government registration No./date : _____

Type of Organization:

Proprietorship [] Partnership []

Private Limited [] Public Limited []

IMPORTANT NOTE:

- Attach - **an attested copy** of the State Government Registration Certificate
- VAT/ PAN Registration Certificate and proof of submission of Tax Return from the Inland Revenue Office
- Fabricator **enlisted** by DoLI for current fiscal year is only eligible to bid as a single Firm.

2.2 Personnel

Personnel	Personnel's name	Overall experienc, Years	Experience in related field**, Years	How long with the present Fabricator
Foreman/Overseers/Mechanics*				
Trained welder*				
Skilled and semi-skilled laborers	Total No:			

* Enclose a signed CV of the Workshop Engineer, Forman/Overseer/Mechanics and Trained Welder updated within last six months

** Related field means Trail Bridge Specific

IMPORTANT NOTE:

Date on the signed CV shall not be more than one year old and if same CV appear for more than one firm and according to the time schedule proposed their input overlaps such CVs will be disqualified. Bio-data and proprietorship of Purchaser's Office staff shall not be valid.

2.3 Tools and Equipments

Tools and Equipments	Quantity Nos.	Condition	Type/Make
Power Saws			
Drilling machines			
Welding machines with auto voltage stabilizers			
Grinders			
Lathe machines			
Gas cutting equipment			
Blacksmith shop			
Milling machine			
Galvanizing Plant with Complete Set-up*			
Installed Temperature Meter			
Hydrometer			
PH-Meter			
Adhesion Testing Hammer			
Zinc Coat Measuring Instrument			
Weighting Machine			

*If not available with Fabricator, propose the name of intended galvanizing plant for sub-letting.

2.4 Work Experience of the Firm

Related field (of last five years):*

Description of the work Bridge Name and Type	Client	Contract Value	Completion Date

* Related field means fabrication of steel parts of Trail Bridges
Attach certificates of successful completion of these works

2.5 Time/Work Schedule

Description of Work	Weeks												
	1	2	3	4	5	6	7	8	9	10	11	12	
Procurement of Raw Materials													
Fabrication Works													
Galvanization													
Transportation and Handing over													

2.6 Affidavit

I, the undersigned and the Authorized Representative/Proprietor of the Firm/Joint Venture do hereby certify that all the statements and information made herein are true and correct.

At the same time the undersigned hereby authorizes any person or firms to furnish to the Purchaser on its request all pertinent information for verification of the statements and answers made herein and/or the firm's as well as the personnel's competence and general reputation. The undersigned also authorizes any representative nominated by the Purchaser to verify physically the information supplied by the firm without prior notice.

The undersigned understands that further qualifying information may be requested and shall furnish any such information at the request of the Purchaser without any delay. The undersigned also understands that any discrepancy in the statements and answers to questions disqualifies the Firm/Joint Venture.

Signature of Authorized Representative

Name in Block Letters

Designation

Name of Firm

Date

Official Seal

This Proposal will NOT BE VALID without the following documents:

- Enclosures:
- Attested copy of Government Registration Certificate (latest renewal)
 - Attested copy of Tax/VAT Registration (latest renewal)
 - Bank reference letter certifying Bonding Capacity
 - Attested copy of Audited Balance Sheet
 - Letter of Intent from partner firm/s & personnel, if any
 - An agreement or MoU in case of a JV

3. Financial Proposal (FP) for Procurement of Fabricated Steel Parts

3.1 Financial Proposal (Price Schedule)

The bid amount includes all cost for procurement of all raw materials, fabrication and supply of steel parts and its fixtures, transportation up to designated points, all complete. It also includes cost of equipments, tools, labor, travel, cost for supervision, cost of bridge fitter for supporting User’s Committee in bridge erection in case of truss and suspension Type Bridge, insurance, allocation for uncertainties, overhead and taxes.

The total amount, derived from the attached Bill of Quantity (BoQ), shall be quoted according to the below given Summary Price Schedule for the whole job.

S. No	Bridge		Amount in NRs.
	No.	Name	
1.			
2.			
3.			
4.			
5.			
6.			
7.			
TOTAL			
VAT			
Total including VAT			

(In words: only)

AuthorizedSignature : _____
 Name : _____
 Designation : _____
 Date : _____
 Firm’sName : _____
 OfficialSeal : _____

3.2 Bill of Quantities, List and Weight List of Steel Parts

- a) The Bill of Quantities (BoQ) shall be read in conjunction with the List and Weight List of Steel Parts, Instruction to Bidders, Condition of Contract, Terms of Reference, Technical Specification and Design Drawings, and Work Schedule.
- b) The method of measurement of work for payment shall be in accordance with the “*as per completed*” work which should be according to the drawings and BoQ. Unit of measurement shall be in metric system.

3.2.4 Price Schedule (Bill of Quantities)

Bridge No.**Bridge Name: Dulli Kuna (Tuin) Khola Suspended Bridge****Bill of Quantity (BoQ) of Steel Parts¹**

11 STEEL PARTS & FIXTURES

S.No	Description		Unit	Quantity	Contractor's Rate In NRs		Amount (Rs.)
					In Figure	In Words	
1	Supply & Fabrication	Structural Steel	kg	5531.86			
		Reinforcement Steel	kg	248.8			
2	Bolts, Nut and Washers	Ordinary Bolts, Nut and Washers of 4.6 Grade	kg	149.38			
3	Rust Prevention	Hot Dip Galvanization	kg	5523.52			
4	Wiremesh Net (width: 1.2m, mesh size 60x60mm, chain link made of SWG 10 G.I.Wire)	Wiremesh Netting	mtr	225.5			
5	12 SWG G.I. Wire	12 SWG G.I binding Wire	kg	11.28			
6	Binding wire		kg	4			
7	HDPE pipe	dia 63 mm	m	24			
						Total on steel parts & Fixture	

¹Quantity to be filled by the Purchaser. Copy from the "Cost Estimate"

B.Transportation upto delivery point (Roadhead) : Gamgadi , Mugu

S.No.	Description		Unit	Qty	Contractor's Rate		Amount (Rs.)
					In Figure	In Words	
1	Transportation	Steel Parts & Fixtures	kg	6834.54			
Total on Steel parts / Fixtures and Transportation							

Authorized Signature :

Name :

Designation :

Firm's Name :

Official Seal :

Date :

²Quantity to be filled by the Purchaser. Copy from the "Cost Estimate"

WEIGHT LIST OF STEEL PARTS²

Bridge No.

Bridge Name: Dulli Kuna (Tuin) Suspended Bridge

STEEL PARTS

Drawing		Unit	Structural Steel (kg)	Reinforcement Steel (kg)	Binding Wire (kg)	Nuts, Bolts, Washers (kg)		Galvanizing (kg)	Transport Weight (kg)
No	Name					Grade:4.6	Grade:8.8		
03D4	Steel Cross Beams	111	1522.92			148.74		1522.92	1709.4
08, 09 & 10A	Steel Deck	Standard Panel	163	3876.14				3876.14	4030.99
		Half Panel	1	12.000				12.00	12.44
		Special Panel	3	85.98				85.98	89.31
20D4	Saddles and Reinforcement for RCC Deadman & Gravity Soil Anchor R/B	1	17.41	139.7	2	0.32		13.24	160.65
20D4	Saddles and Reinforcement for RCC Deadman & Gravity Soil Anchor L/B	1	17.41	109.1	2	0.32		13.24	130.05
	HDPE pipe 63mm/6kg	24							13.92
	Wiremesh Net (width: 1.2m, mesh size 60x60mm, chain link made of SWG 10 G.I.Wire)	225.5							676.5
	12 SWG G.I binding Wire								11.28
Total Seel Parts			5531.86	248.8	4	149.38		5523.52	6834.54

²to be filled by the Purchaser. Copy from the “Cost Estimate”

PART II:

SCHEDULE OF REQUIREMENTS

Section V: Schedule of Requirements (SoR)

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SCHEDULE OF REQUIREMENTS (SoR)

1. DELIVERY SCHEDULE

Delivery and handover of the finished goods to the[name of the authority to handover] at the delivery point as stipulated in BoQ shall be within three (3) months from the date of signing the contract.

The Quantity of the Goods required is as per **Bill of Quantities**.

2. TIME/WORK SCHEDULE

Propose a compatible and realistic time schedule (time required for activities) based on the said work nature. While preparing the time schedule, all the activities, their requirement of time and resource personnel with their inputs has to be incorporated based on detailed Terms of Reference (ToR), BOQ, and List and Weight List of Steel Parts and design drawings. ***In general the goods shall be supplied within three months after contract award.***

3. QUALIFICATION REQUIREMENT

3.1 Fabricator's Experience and Performance

Description	Minimum required no.of work
Fabrication Work	One steel truss motorable road bridge or one steel girder motorable road bridge or five trail bridges

3.1.1 A Fabricator's should have work experience in fabrication of steel parts of minimum 5 Trail Bridges Works (fabrication of steel parts) within last 5 years and should not be disqualified in the past due to bad performance within last 5 years.

3.1.2 Bidder shall submit recently signed CVs of proposed personnel with detailed company profile.

3.1.3 The successful Fabricator are not allowed to substitute the proposed personnel and /or partners without prior written approval of the Purchaser, which can be issued only in case if the proposed replacement will be with equal or higher experience and reputation.

3.2 Personnel

Designation	Minimum required no.of persons
Foreman/Overseer/Mechanics	2

Trained Welders	3
Skilled/Semi-skilled labourers	10
Bridge Fitter	1 (in case of truss & suspension bridge)

- 3.2.1 All of these personnel should have relevant qualification and minimum 3 years work experience in the fabrication related work.
- 3.2.2 The Services shall be carried out by the leading Fabricator in conjunction with the personnel specified by the Fabricator in Manning Schedule (hereinafter called the Personnel) at the time of bidding with the Fabricator singularly being responsible for any works carried out by its personnel and partners.
- 3.2.3 Except as the Purchaser may otherwise agree, no changes shall be made in the Personnel. If for any reason beyond the reasonable control of the Fabricator it becomes necessary to replace any of the Personnel, the Fabricator shall provide as replacement, a personnel of equivalent qualifications with prior written approval of the Purchaser.
- 3.2.4 In the event that any personnel specified in the manning schedule is found to be inadequately qualified or incompetent in discharging his assigned duties, the Purchaser may request the Fabricator to provide as a replacement, a personnel with qualifications and experience acceptable to the Purchaser.
- 3.2.5 In respect of any personnel provided as a replacement under Section 2.3 or 2.4, all additional costs arising out of or incidental to such replacement shall be borne by the Fabricator.
- 3.2.6 The Fabricator shall employ exclusively local skilled/unskilled labours. No discrimination for wage payment will be made on the basis of gender or caste or ethnicity. The Fabricator shall pay equal wage for equal work. The Purchaser will strictly monitor the above during the inspection.

3.3 Tools and Equipments

Description	Minimum required number
Power Saws	5
Drilling Machine	5
Welding Machine with Auto Voltage Stabilizer	10
Grinders	4
Lathe Machine	2
Gas cutting equipment	2
Blacksmith Shop	2

Galvanizing Plant	Own/Sub-letting
-------------------	-----------------

The following minimum Measuring Instruments should be available at Galvanizing Plant:

Description	Minimum required number
Installed Temperature Meter	1
Hydrometer	1
PH-Meter	1
Adhesion Testing Hammer	1
Zinc Coat Measuring Instrument	1
Weighting Machine	1

3.3.1 It is mandatory to make physical verification by the evaluation team to confirm the actual availability of above manpower and equipments with the Fabricator prior to evaluation. The "own" or proposed "sub-letting" Galvanizing plant should have complete galvanizing process and accordingly the complete set-up.

3.4 Financial Status

Description	Minimum average required Amount for three years
Net Worth	20 Lakh
Liquid Assets	8 Lakh

3.4.1 Fabricator should have to present its latest Audited Financial Statements and other relevant documents certified by the bank to prove bonding capacity.

4. TECHNICAL SPECIFICATION (TS)

4.1 Steel Work

Bid and actual fabrication of the bridge parts shall be based on the "Terms of Steel works" given below in addition to relevant ISI Codes. In case of discrepancies between the two the "Terms of Steelworks" shall prevail.

Safety and health provisions shall be made according to IS: 818-1968, and shall entirely be the Contractor/ Fabricator's responsibility.

The following "Terms of steel works" has to be strictly followed while performing the steel parts fabrication work.

a) Straightening

All materials shall be straight and if necessary, before being worked shall be straightened and/or flattened by pressure, unless required to be of curvilinear form and shall be free from twists.

b) Cutting

Cutting may be affected by shearing cropping or sawing. Gas cutting by mechanically controlled torch is permitted for mild steel only. Gas cutting of high tensile steel is also permitted provided special care is taken to leave sufficient metal to be removed by machining so that all metal that has been hardened by flame is removed. No loads shall be transmitted into metal (except welded joints) through a gas cut surface.

c) Holing and Punching

Holes for bolts or pins shall be drilled (not to be formed by gas cutting). Punching may be permitted for materials with thickness < 14mm, provided the holes are punched 3 mm less in diameter than the required size and reamed after punching to the full diameter. When holes are drilled or punched in one operation through two or more separable parts, these parts shall be separated after drilling or punching and the burrs removed. To obtain uniformity the use of templates and jigs is mandatory for holing.

d) Assembly

The component parts shall be assembled in such a manner that they are neither twisted nor otherwise damaged and shall be so prepared that the specified cambers, if any, are provided.

e) Bolting

Where necessary washers shall be tapered or otherwise suitably shaped to give the heads of nuts and bolts a satisfactory bearing. The threaded portion of each bolt shall project through the nut at least two threads. In all cases where the full bearing areas of the bolt is to be developed, the bolt shall be provided with a washer of sufficient thickness under the nut to avoid any threaded portion of the bolt being within the thickness of the parts bolted together. Threading of rods and holes shall be done by machines.

f) Welding

Welding shall be in accordance with any of the following standards as appropriate, and shall be conducted by appropriately qualified welders:

IS: 816-1989 : Code of practice for use of metal arc welding for general construction in mild steel.

IS: 823-1964 & : Code of practice for use of welding in bridges and structures
IS: 1024-1979 : subject to dynamic loading.

If there are any new editions of Indian Standard those should be used as references. The use of templates and jigs is mandatory for welding of assembly. Following special requirement in conjunction with galvanization has to be made. Sections should have corners cropped to allow free flow of zinc during galvanization.

Avoid narrow gaps between plates. Overlapping surfaces and back to back angles and channels should be avoided. Where small areas are unavoidable edges should be sealed by a continuous *pore free weld* to prevent penetration of pickle acids.

g) Standard Designs

The Standard Design and Drawings are integral parts of these technical specifications. Details for the steel works can be found in the set of Standard Steel Drawings, which will be made available to the Fabricator after the contract is signed / awarded.

h) Quality Requirements, Quality Control and Quality Assurance (Guarantee)

The quality control of the raw materials acquired, fabrication process, and that of ready made product is the responsibility of the prime contractor/fabricator, who should guarantee that all raw materials are of standard quality according to Indian Standards Institution and to the specifications given in the "Terms of Steel works" and fabrication of the bridge parts are correct according to Standard Design and Drawings. The cost for all damages due to use of low quality materials has to be borne by the contractor/fabricator. At the time of delivery the parts and materials shall have to be free from any defects in material or workmanship in all respects and shall remain reasonably perfect till the end of maintenance period when a final check shall be carried out.

If any mistakes in the Standard Designs and Drawings are found by the workshop, The Purchaser's Technical Section has to be informed immediately in writing. The changes in steel profile have to be done only with written permission from the Purchaser in case of proven non-availability of certain profiles in the market.

The cost of other materials thus proposed and used will be fixed according to their respective weight and the lower among the bid price and official cost of the Purchaser.

i) Inspection, Tests and Final Check

The Contractor/Fabricator shall coordinate to provide access and other facilities for the inspection and, if required, tests of the works at any/or all stages during fabrication of the steel parts. Unless otherwise agreed this inspection should be carried out at the place of fabrication. The inspection shall be facilitated by a properly accredited person (quality control manager) available at the fabricator's floor during all working hours together with a complete set of drawings and any further instructions which may have been issued.

Following steel parts have to be in assembled form during such inspection: The parts shall be assembled after completion of the galvanization, on a flat, level and hard top place. Once dismantled, any damage to the galvanization of the steel parts has to be rectified before delivery.

- All anchorage parts (100% assembly)
- Walkway deck with cross-beams (100% assembly)
- Both towers, complete (100% assembly)
- Windguy stay strut (100% assembly)
- Complete truss (100% assembly)
- Clamps and turnbuckles (100% assembly)

Such inspection shall be made prior to delivery and shall be conducted so as not to interfere unnecessarily with the operation of other work. Such inspections are supplementary and intended to clear the delivery only, and shall not be considered as a final acceptance.

The final check of all steel parts will be conducted along with the final check of the bridge and the discrepancies found during such final check have to be rectified by the Fabricator at its own cost. On a default situation, such works shall be conducted by the Purchaser and the cost incurred for such works shall be made a liability in the Fabricator's account (either from its retention money or from other payments and/or their property according to the prevailing rules and regulations).

All gauges and templates, measuring instruments (minimum: vernier calliper, hydrometer, PH-meter, adhesion testing hammer, zinc coat measuring instrument etc.) necessary to satisfy the inspector shall be supplied by the Fabricator. The inspector may at his discretion check the test results obtained at the Fabricator's works by independent tests and should the material so tested be found to be unsatisfactory, the costs of such tests shall be borne by the Fabricator, and, if satisfactory, the costs shall be borne by the Purchaser. In any case the quality assurance of Principal Fabricator has to be made available, whenever required by the Purchaser.

j) Storing, handling and protection of steel parts (specially Threads)

All structural and reinforcement steel shall be stored and handled without subjecting them to excessive stresses and damage. The threaded parts including anchorage rods, clamps, suspenders etc. have to be protected with grease and jute immediately after completion.

k) Labelling, Packing and delivery

Each member (or set of members) has to be labelled clearly indicating both the drawing number and the part number corresponding to the steel-part list and the drawing number provided by the Purchaser, *but only after galvanization.*

Straight bars and plates shall be bundled. All bolts, nuts, washers and other small and loose parts shall be packed in cases or strong bags and labelled in order to prevent damage or distortion during transportation. The costs of packing and labelling shall be included in the bids. The Wire mesh netting has to be delivered in bundles. Each transport unit shall not exceed 45 kg in weight. For each delivery the workshop has to prepare a detailed list of the bridge parts to be delivered, containing the drawing numbers, part numbers, and description of parts, quantities and weights.

4.2. Supply and Fabrication of Steel Parts

4.2.1 Structural Steel

Structural steel supplied by the workshop shall comply with the requirements of IS: 226-1975, specification for Structural Steel (Standard Quality). The dimensions for hot rolled materials are specified in IS: 800-1984 & 808-1989 (General construction in steel). Steel grade shall be standard quality FE 410, and should have following properties:

Yield stress ≥ 250 N/mm²

Tensile strength ≥ 410 N/mm²

Elongation $\geq 23\%$

Permissible tolerance of physical dimension = $\pm 2.5\%$

4.2.2 Reinforcement Steel

Reinforcement steel supplied by the workshop shall be *ribbed torsteel* with high yield strength deformed bar of grade FE 415 conforming to IS: 1786-1985. All reinforcement shall be clean and free from loose mill-scales, dust, loose rust and coats of paint, oil or other coatings, which may destroy or reduce bond. All reinforcement steel shall be cold bent. Points for anchor rods shall be formed by grinding. ***Joining of reinforcement steel bars by welding is prohibited.***

4.2.3 Supply of Thimbles

Thimbles supplied by the workshop shall conform to the standard specifications of Thimbles (IS: 2315-1978). The workshop is responsible that all thimbles can be fitted to the provided pins, steel parts etc. Thimbles should be hot dip galvanized with minimum zinc coat of 40 μ m.

4.2.4 Supply of Bulldog Grips

Bulldog grips supplied by the workshop shall conform to the standard specifications of Bulldog grips (IS: 2361-1970). In addition it also should fulfil the following requirements:

The bridges must be drop-forged and suitably scored to grip a round strand rope of right hand lay having six strands. Bridge, U-bolts and nuts should be hot dip galvanized with minimum zinc coat of 40 μ m. The thread of U-bolt and nuts on it should withstand specific torque.

The bulldog grips should have minimum grip strength of :

13mm ≥ 2.7 tone, 26mm ≥ 6.6 tone, 32mm ≥ 8.3 tone,
36mm ≥ 9.0 tone, 40mm ≥ 9.7 tone,

Note: Thimbles, bulldog grips, nuts, bolts and washers have to be galvanized according to IS: 2629-1966, and Recommended practice for Hot-dip Galvanizing of Iron and Steel.

4.2.5 Miscellaneous Supply

4.2.5.1 G.I. Wire

The wire used for weaving of wire mesh netting shall be of 12 SWG (2.64mm), conforming to IS: 280-1978, heavy coat galvanized according to IS: 4826-1979 (hot dip galvanized, minimum zinc coating of 270 gm/m² and should pass uniformity of zinc coat and adhesion test). In addition, G.I. wire should have tensile strength of 380-500N/mm².

4.2.5.2 Bolts, Nuts & Washers

Bolts, nuts, & washers shall confirm the standard specification of bolts, screws, nuts & washers (IS: 1363-1984 for hexaState Government head bolts) / (IS: 1367-1979/1980 conditions for threaded fasteners) / (IS: 6610-1972 for heavy washers) / (IS: 5369-1975 for plane & lock washers) / (IS: 5372-1975 for taper washers). Type and strength grade of the nuts / bolts shall be as specified in the respective drawings. Nuts/bolts for walkway deck shall be of ordinary type of 4.6 grade and for truss and towers shall be high strength friction nuts/bolts of 8.8 grade.

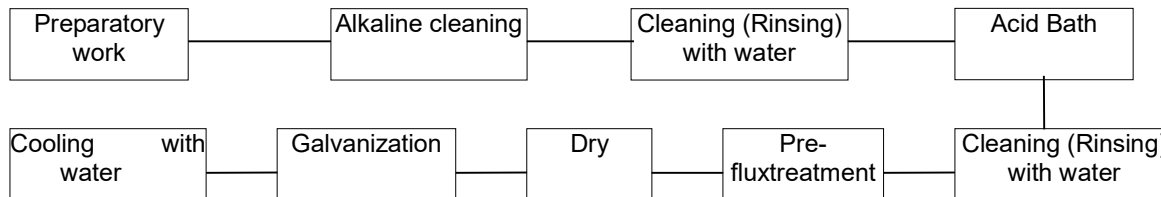
Bolts, nuts & washers shall be hot dip galvanized with minimum zinc coating of 40 um.

4.3 Hot Dip Galvanization of Steel Parts

Galvanizing of steel parts shall be executed in accordance with IS: 2629-1966 (Recommended Practice for Hot-Dip Galvanizing of Iron & Steel) and IS 4759-1984 (specification for hot-dip zinc coating on structural steel).

4.3.1 Galvanization Process

Galvanizing should follow the process as below :



4.3.1.1 Preparatory work

All welding slag should be removed from the steel parts to be galvanized. Acid traps should be avoided.

4.3.1.2 Alkaline cleaning

Rust, oil and other contaminants should be removed from the steel by preliminary treatment with Alkaline cleaning in Sodium Hydroxide Solution of 10 ~ 15% concentration.

The concentration of the solution should be monitored at regular intervals and adjusted accordingly to have good cleaning effect.

4.3.1.3 Rinsing

After Alkaline cleaning, steel should be flushed with running water.

4.3.1.4 Acid Bath

The preliminary treated steel is then cleaned by Acid Bath in Hydrochloric Acid Solution of 50% concentration.

During the operation, close control of acid content in the solution is necessary. It is done by testing for acid (PH value = 1 to 3, measured by PH meter) and iron contents at regular intervals. The strength of the solution should be maintained by periodic addition of fresh concentrated acid. If the iron content in the solution is more than 100g/liter (density measured by hydrometer, maximum permissible value = 1.2), it should be changed by the new fresh solution.

4.3.1.5 Rinsing

After Acid Bath steel should be flushed with running water.

4.3.1.6 Pre-flux treatment

Acid bathed steel is dipped in a solution of Zinc Ammonium Chloride ($ZnCl_2 \cdot 3NH_4Cl$) of 20 ~ 40% concentration. This solution is prepared by mixing 45% of Zinc Chloride ($ZnCl_2$) + 55% of Ammonium Chloride (NH_4Cl).

The concentration of solution should be controlled at regular intervals. For this specific gravity of the solution is maintained (Hydrometer reading in range of 1.1 to 1.15) by adding required quantities of pre-flux chemicals in proportions.

4.3.1.7 Dry

After pre-flux treatment, steel is dried for galvanization.

4.3.1.8 Galvanization

The treated steel is dipped into the molted Zinc (zinc bath). Temperature of the molted Zinc should be maintained within the range of 450⁰ C to 470⁰ C. Appropriate dipping time also should be maintained.

4.3.1.9 Cooling

After the hot dip, steel is cooled with water.

4.3.2 Quality Checking of Galvanization

4.3.2.1 Galvanizing Process

Check the galvanizing plant and its set up to be ensured that all the galvanizing process is available and maintained.

4.3.2.2 Quality of Zinc

This can be checked by chemical testing of raw zinc used for the galvanization. Zinc content should not be less than 98.5%.

4.3.2.3 Quality of galvanization

By visual check the following:

- Galvanized steel should be free from rust and black spots, acid traps, welding slags.
- Galvanized coating should be free from ash, pimple and bulky deposition.
- Galvanized coating should be continuous, smooth and evenly distributed as far as possible.
- Zinc coat should be adherent. This can be checked by hammering or scratching.
- No zinc paint or ammonium paint is applied to hide rust spots. This is very unhealthy practice, which frequently applied by the galvanisers.
- Zinc thickness can be measured by Delta scope (electromagnetic instrument for measuring coating thickness over ferrous material). In our case zinc coat should not be less than 80 µm in any steel parts.
- **Treatment of Threads:** Extra zinc on threads should be removed with a rotating wire brush immediately after galvanizing or with gas blow and cleaning with rotating brush if galvanization is already hardened. Re-threading of the galvanized parts is not permitted.

4.4 Assurance

The Fabricator shall have in built quality management system and ensure that the above technical specifications are met as per the requirement of the Purchaser through submission of quality assurance document.

4.5 Transportation

It is wholly the responsibility of the Fabricator to control transportation activities and quality/quantity of any materials, loading and off-loading of the same, and the delivery at designated point.

Steel parts should be transported with due attention so as not to incur any damage to them either due to exposure to excessive moisture or mishandling. The Fabricator shall entirely be responsible for the quality and quantity of materials received at the point of origin and their delivery at designated point in the same quantity and quality. No reasons whatsoever will be accepted for materials not reaching to site in proper condition and in required quantity. Loss during transportation, if any is entirely on the Fabricator's account.

Work being delayed because of steel parts and other materials being damaged during transportation is Fabricator's concern, which shall not be considered a reason for time extension.

5. TERMS OF REFERENCE (TOR)

5.1 Objective

The Purchaser intends to procure the fabrication of steel parts and its fixtures for Short Span Trail Bridges (Community bridges) from the capable and eligible Fabricators herein after called the "Fabricator".

5.2 Scope of Work

5.2.1 General

The Fabricator shall perform the above mentioned and herein described job professionally with accepted level of accuracy, existing engineering practice, and sound judgement based on experience and professional ethics.

5.2.2 Fabrication of Steel Parts

It consists of followings:

- Procurement of raw materials as per specification for fabricating steel parts,
- Procurement of fixtures, i.e. nuts & bolts, thimbles, bulldog-grips etc. According to the specifications;
- Provide samples of raw material (particularly *steel sections* intended for fabrication of steel parts and *G.I. Wires* intended for fence weaving, nuts/bolts, bulldoggrips) to the Purchaser for lab testing
- Fabrication of steel parts according to specification and drawings;
- Galvanisation of fabricated steel parts according to the specification;
- Galvanization of steel parts (refer to specification for galvanization) is permitted only at the plants, which have complete process and set up (enlisted by Trail Bridge Section, DoLIDAR);
- Transportation of fabricated bridge parts from workshop to galvanisation plant and back to workshop or to the specified point of delivery;

5.2.3 Supports for Truss/Suspension Bridge Fitting

The Fabricator shall provide a bridge fitter to support the User's Committee for erection work at construction site in case of Truss and Suspension type Bridge.

5.2.4 Quality Management and Quality Assurance

1. Maintain in- built quality management quality assurance system with necessary equipments/tools and measuring instruments. This system should cover from quality of raw material up to galvanization and the final product;

2. Continuous supervision and quality management during fabrication and galvanization according to the specification for steel works by a competent personnel;
3. Maintain quality assurance documentation as per given format in section 5.10 under Terms of Reference.
4. Arrange inspection of completed bridge parts by Authorised Inspecting Engineer appointed by the Purchaser.

5.2.5 Reports

Following reports for different phases have to be submitted to the Purchaser by the Fabricator, besides those already specified and provided with standard formats. They shall be concise and transparent.

- a) Procurement and stock of raw materials for fabricating bridge parts;
- b) Test Certificates of raw materials (steel sections, zinc purity), fixtures (nuts/bolts, bulldog grips etc)
- b) Progress in fabrication of bridge parts (i.e. anchorage parts, tower parts, walkway and steel deck);
- c) Progress in galvanisation of fabricated bridge parts;
- d) Completion of fabrication and galvanisation work, inspection of the completed works by the Authorised Inspecting Engineer appointed by the Purchaser;
- e) A final report detailing the experience of the Fabricator during this phase including problems encountered in liaison with the Purchaser (its critical review).

All above-mentioned reports shall be submitted in a monthly basis.

5.2.6 Communication

- a) The reports shall be sent to the Purchaser either by :
 - i) Fabricator's staff travelling to the District
 - ii) Purchaser's staff on inspection tours
 - iii) By registered mail or fax
- b) Notice or report will be deemed to be effective as follows :
 - i) In case of personal delivery and registered mail, on their delivery
 - ii) In case of fax, 24 hours following confirmed transmission
- c) The quality control is inherently associated with Purchaser's appointed authorized Inspecting Engineer. Communication plays a vital role in systematic execution and timely completion of work.
 - i) Copies of monthly report has to be provided to Purchaser 's authorized Inspecting Engineer
 - ii) Purchaser's authorized Inspecting Engineer has to forward with timely comments any communications to the Purchaser's office.
 - iii) Key supervisions, timely checks and approvals shall be duly communicated.

The whole communication framework shall be according to the Quality Control/Assurance Manual.

5.3 Services and Facilities Provided by the Purchaser

The Purchaser provides free of cost one copy each of the following documents:

- 1 set of steel drawings
- 1 set of Schedule of Works (SoW)

5.4 Undertaking of The PURCHASER

Pursuant to this Contract the Purchaser will provide access to the office (for exchanging and collecting of information, documents and others).

5.5 Undertaking of The FABRICATOR

- (a) The Fabricator shall carry out the Services with due diligence, efficiency and shall exercise such skill in the performance of the services as is consistent with recognized professional standards and conformity with Purchaser standard and norms.
- (b) The Fabricator shall act at all times, so as to protect the interest of the Purchaser and will take all reasonable steps to keep all expenses to minimum consistent with sound engineering practices.
- (c) The Fabricator shall organize all the logistics, equipment, manpower etc. to carry out the work.

5.6 Information

The Fabricator shall furnish the Purchaser all such information relating to the Services and the Project as the Purchaser may from time to time reasonably request.

5.7 Records

The Fabricator shall keep accurate and systematic account and record for services for which the payment will have to be made.

5.8 Assignment of Sub-Contractors

The Fabricator shall agree that the Services shall be discharged fully by the Fabricator accredited for the services, and shall strictly abstain from sub-contracting in whole or any portion of the services to any other Fabricator other than the partners mentioned in Bid Form.

5.9 Proprietary Right of Purchaser in Reports and Records

All reports and relevant data such as maps, diagrams, plans, statistics and supporting records or materials compiled or prepared in the course of the services shall be confidential and shall be absolute property of the Purchaser. The Fabricator agrees to deliver all these materials to the Purchaser upon completion of this contract. The Fabricator may retain a copy of such data but shall not use the same for purpose unrelated to this contract without prior written approval of the Purchaser.

5.10 Quality Assurance Document

5.10.1 Quality Assurance by the Fabricator and Galvanizing Plant

Fabricators/Galvanizing Plant should provide the quality assurance on their part. For this, Fabricators/Galvanizing Plant should maintain the in-process inspection and make QC logging. In-process inspection and QC logging should include from raw material up to the final product including all production process. In-process inspection and QC logging should be at following stages:

- Raw material
- Material preparation
- Assembly
- Welding
- Galvanizing

The Fabricator and Galvanizing Plant have to assure the quality of their products. That shall be done as per below. **Failing to provide the quality assurance, the fabricated and galvanized steel parts shall be rejected, even if the final product looks to be acceptable.** It is near to impossible to check the quality of works only by inspecting the final product.

5.10.2 Fabrication

5.10.2.1 Raw Material

Test certificate should be provided by the manufacturer/Fabricator. All steel sections (steel grade Fe 410) should comply with the following requirement.

Yield stress ≥ 250 N/mm²
Tensile strength ≥ 410 N/mm²
Elongation $\geq 23\%$

In-process Inspection Form should include the information as in table below:

5.10.2.2 Material Preparation

S.no.	Date	Time	Particular	Section Size		Uniformity of Shape	Signature of QC Manager
				Thickness	Width		

* Permissible tolerance = ± 2.5%

5.10.2.3 Assembly

S.no.	Date	Time	Drawing No	Particular	Conformity with Drawing	Finishing	Signature of QC Manager

5.10.2.4 Welding

S.no.	Date	Time	Drawing No	Particular	Welding quality	Distortion	Size	Post Welding preparation	Signature of QC Manager

5.10.2.5 Assembly Test

S.no.	Date	Time	Drawing No	Particular	Assembly test	Remarks	Signature of QC Manager

5.10.3 Galvanizing

5.10.3.1 Pickling (Acid Treatment)

S N	Date	Time	Observed (Required: PH Value =1 to 3, Density = Max 1.2)						Remarks	Signature of QC Manager
			PH Value (PH Meter reading)			Density (Hydrometer reading)				
			Tank 1	Tank 2	Tank 3	Tank 1	Tank 2	Tank 3		

5.10.3.2 Pre-flux (Fluxing)

S N	Date	Time	Observed (Required Density = 1.10 to 1.15) Density (Hydrometer reading)	Remarks	Signature of QC Manager

5.10.3.3 Temperature of Zinc Bath

S N	Date	Time	Observed (Required = 450 to 470°C)	Remarks	Signature of QC Manager

5.10.3.4 Zinc Coating

S N	Date	Time	Observed (Required = 80 µm)	Remarks	Signature of QC Manager

5.10.3.5 Quality Assurance

The Fabricator shall ensure that the quality of work are following the Quality Assurance Document. The quality assurance of the fabricated steel parts including raw materials all complete is the sole responsibility of the respective Fabricator following the standard “Quality Assurance Document” and must meet the required standards and fulfil the technical specifications and design drawings and quality requirements.

However, from Purchaser’s side supervision and quality control of fabrication of bridge steel parts shall be performed by the NGO nominated by the Purchaser following the standard and format as per the “Quality Control Manual for Trail Bridge Construction”.

Fabrication Package, which is applicable only for Community Bridges, the respective fabricator provides the ‘Work Completion Report’ (WCR). In response to the WCR submitted by the fabricator, final inspection of the completed bridge steel parts is to be done though the assigned NGO on behalf of State’s Infrastructure Development Office as per “Quality Control Manual and ToR for Construction Supervision and Quality Control”. However, endorsement of acceptance certificate of the bridge steel parts shall be done by the State- Infrastructure Development Office's Engineer.

The work performed by the NGO shall be checked by the Purchaser’s Engineer, make suggestions/recommendations where necessary to the satisfaction of the Purchaser. Final acceptance of the fabrication of the steel parts shall be issued by the Inspecting Engineer/ Overseer and endorsed by the State’s Infrastructure Development Office.

Acceptance of quality of the goods by the agency providing Technical Assistance³ to the purchaser is a pre-condition for final acceptance of the goods by the purchaser.

³ Trail Bridge Support Unit/Helvetas Nepal

PART III:

CONDITION OF CONTRACT AND CONTRACT FORM

Section VI: General Conditions of Contract (GCC)

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Section - VI

General Conditions of Contract (GCC)

1. Definitions

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 Fabricator, 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 Fabricator 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 Fabricator to the Purchaser in accordance with the terms and conditions set forth in the Contract.
- (f) "Completion" means the fulfilment of the Related Services by the Fabricator 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 Fabricator 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 Fabricator 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 Fabricator.
- (n) "Fabricator" 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 Fabricator.
- (o) "State Government" means the Government of Nepal.
- (p) "The Site," where applicable, means the place named in the SCC.

- 2. Contract Documents**
- 2.1 Subject to the order of precedence set forth in the Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory.
- 3. Fraud and Corruption**
- 3.1 If the Purchaser determines that the Fabricator 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 Fabricator, terminate the Fabricator's employment under the Contract and the provisions of Clause 34.1 shall apply.
- 3.2 Without prejudice to any other rights of the Purchaser under this Contract, State Government may blacklist the Bidder/Fabricator for its conduct up to three (3) years on the following grounds and seriousness of the act committed by the Bidder/Fabricator:
- a) if it is established that the Fabricator has committed substantial defect in implementation of the Contract or has or has not substantially fulfilled its obligations under the Contract
- For the purposes of this Sub-Clause:
- (i) "corrupt practice" is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
- (ii) "fraudulent practice"¹ is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
- (iii) "collusive practice"² is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
- (iv) "coercive practice"³ is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- (v) "obstructive practice" is
- (aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a State Government/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 State Government/DP's inspection and audit rights provided for under ITB Clause 3.5 and GCC Clause 25.
- 3.3 Without prejudice to any other rights of the Purchaser under this Contract, State Government may blacklist a Bidder/Fabricator 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 Fabricator 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.

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

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

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

4. Interpretation

- 4.1 If the context so requires it, singular means plural and vice versa.
- 4.2 Incoterms
- (a) The meaning of any trade term and the rights and obligations of parties there under shall be as prescribed by Incoterms.
- (b) EXW shall be governed by the rules prescribed in the current edition of Incoterms, published by the International Chamber of Commerce at the date of the Invitation for Bids or as specified in the SCC.
- 4.3 Entire Agreement
The Contract constitutes the entire agreement between the Purchaser and the Fabricator and supersedes all communications, negotiations and agreements (whether written or oral) of parties with respect thereto made prior to the date of Contract.
- 4.4 Amendment
No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.
- 4.5 Non-waiver
- (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.
- 4.6 Severability
If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

5. Language

- 5.1 The Contract as well as all correspondence and documents relating to the Contract exchanged by the Fabricator 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 Fabricator 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 Fabricator 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.

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 Fabricator shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
- 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.
- 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 Fabricator are specified in the SCC.
- 12. Fabricator's Responsibilities** 12.1 The Fabricator 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 Fabricator obtain permits, approvals, and import and other licenses from public authorities in Nepal, the Purchaser shall, if so required by the Fabricator, make its best effort to assist the Fabricator 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 Fabricator for the Goods delivered and the Related Services performed under the Contract shall not vary from the prices quoted by the Fabricator 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 Fabricator'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 Fabricator, and the Purchaser has accepted it.
- 16. Taxes and Duties** 16.1 For goods supplied, the Fabricator 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 Fabricator shall provide a Performance Security as per ITB 41. The amount of the Performance Security shall be in Nepalese Rupees, and shall be valid for the period of[insert the period of validity of

performance security]

- 17.2 The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Fabricator'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 Fabricator not later than thirty (30) days following the date of completion of the Fabricator'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 Fabricator herein shall remain vested in the Fabricator, or, if they are furnished to the Purchaser directly or through the Fabricator by any third party, including Fabricators of materials, the copyright in such materials shall remain vested in such third party.

19. Confidential Information

- 19.1 The Purchaser and the Fabricator 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 Fabricator 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 Fabricator shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Fabricator under GCC Clause 19.
- 19.2 The Purchaser shall not use such documents, data, and other information received from the Fabricator for any purposes unrelated to the Contract. Similarly, the Fabricator 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 Fabricator 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.
- 20.1 The Fabricator 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 Fabricator from any of its obligations, duties, responsibilities, or liability under the Contract.

20. Subcontracting

- 20.2 Subcontracts shall comply with the provisions of GCC Clauses 3.
- 21. Specifications and Standards**
- 21.1 Technical Specifications and Drawings
- (a) The Fabricator shall ensure that the Goods and Related Services comply with the technical specifications and other provisions of the Contract.
- (b) The Fabricator 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 Fabricator 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 Fabricator 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 Fabricator 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 Fabricator 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 Fabricator 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 Fabricator 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 Fabricator 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 Fabricator'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 Fabricator'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 Fabricator 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 Fabricator 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 Fabricator 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 Fabricator from any warranties or other obligations under the Contract.
- 26. Liquidated Damages**
- 26.1 Except as provided under GCC Clause 31, if the Fabricator 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 Fabricator 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 Fabricator further warrants that the Goods shall be free from defects arising from any act or omission of the Fabricator 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 Fabricator 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 Fabricator to inspect such defects.
- 27.5 Upon receipt of such Notice, the Fabricator 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 Fabricator 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 Fabricator's risk and expense and without prejudice to any other rights which the Purchaser may have against the Fabricator under the Contract.

28. Patent Indemnity

28.1 The Fabricator 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 Fabricator 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 Fabricator, 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 Fabricator a notice thereof, and the Fabricator 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 Fabricator 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 Fabricator's request, afford all available assistance to the Fabricator in conducting such proceedings or claim, and shall be reimbursed by the Fabricator for all reasonable expenses incurred in so doing.

28.5 The Purchaser shall indemnify and hold harmless the Fabricator 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 Fabricator 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 Fabricator to pay liquidated damages to the Purchaser; and
- (b) the aggregate liability of the Fabricator 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

Fabricator 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 Fabricator 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 Fabricator 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 Fabricator that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Fabricator. 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 Fabricator shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Fabricator 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 Fabricator 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 Fabricator.
- 32.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Fabricator'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 Fabricator for adjustment under this Clause must be asserted within thirty (30) days from the date of the Fabricator's receipt of the Purchaser's change order.
- 32.3 Prices to be charged by the Fabricator 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 Fabricator for similar services.
- 33. Extensions of Time**
- 33.1 If at any time during performance of the Contract, the Fabricator or its Subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services pursuant to GCC Clause 11, the Fabricator shall promptly, and at least seven (7) days before the expiry of procurement contract, notify the Purchaser in writing of the delay, its likely

duration, and its cause. As soon as practicable after receipt of the Fabricator's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Fabricator'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 Fabricator in the performance of its Delivery and Completion obligations shall render the Fabricator 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 Fabricator, may terminate the Contract in whole or in part:

- (i) if the Fabricator 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 Fabricator fails to perform any other obligation under 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 Fabricator shall be liable to the Purchaser for any additional costs for such similar Goods or Related Services. However, the Fabricator shall continue performance of the Contract to the extent not terminated.

(c) if the Fabricator, 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 Fabricator if the Fabricator becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Fabricator, 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

(d) The Purchaser, by written Notice sent to the Fabricator, 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 Fabricator under the Contract is terminated, and the date upon which such termination becomes effective.

(e) The Goods that are complete and ready for shipment within seven (7) days after the Fabricator'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 Fabricator an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Fabricator.**

35. Assignment

- 35.1 Neither the Purchaser nor the Fabricator shall assign, in whole or in part, their obligations under this Contract, except with prior written consent of the

other party.

PART III:

CONDITION OF CONTRACT AND CONTRACT FORM

Section VII:

Special Conditions of Contract (SCC)

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 (h)** Further to the definition in GCC,
 "Goods" means the work package of fabrication, galvanization and supply of steel parts and its fixtures (of one or more than one bridges) and transportation of it up to the designated points all complete and including its complete quality supervision and quality assurance which the Fabricator is required to supply to the Purchaser under the contract;
- GCC 1.1(j)** The Purchaser is:
- GCC 1.1 (p)** The Site is: **delivery point as specified separately in Bill of Quantity for each specific bridge (under part I, Section IV: Financial Proposal/3.2.1 through 3.2.6)**
- GCC 4.2 (b)** The version of Incoterms shall be: **Incoterms, 2000.**
- GCC 5.1** The language shall be: **Nepali or English**
- GCC 7.1** For **notices**, the Purchaser's address shall be:
 Name of the Purchaser:
 Address:
 Telephone number:
 Facsimile number:
 e-mail Address:
- For **notices**, the Fabricators's address shall be:
 Name of the Fabricator:
 Address:
 Telephone number:
 Facsimile number:
 e-mail Address:

GCC 9.2

- GCC 10.1** The Scope of Supply shall be defined in: “**Section V, Schedule of Requirements**”
- 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 delivery point, the Fabricator shall notify the Purchaser and send the following documents to the Purchaser:
- a) Copies of the Fabricator’s invoice showing the description of the Goods, quantity, unit price, and total amount;
 - b) Inspection / Acceptance certificate issued by purchaser representative
 - c) Quality assurance report
 - d) Copy of packing list identifying the contents of each package;
- The Purchaser shall receive the above documents at the time of arrival of the Goods and, if not received, the Fabricator 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 Fabricator under the contract shall be as follows:
- The payment shall be made through accounts division/unit of the Purchaser.
- GCC 15.1**
- i. **Payments shall be made in Nepalese Rupees in the following manner:**
 - a. **Advance Payment:** Twenty (20) percent of the Contract Price shall be paid within twenty eight (28) days of signing of the Contract against a simple receipt and a bank guarantee valid for a period to cover till such advance recovered (at least 6 month) the equivalent amount and in the form provided in the bidding documents or another form acceptable to the Purchaser. Within fifteen (15) days of receipt of the application for advance such amount of advance shall be given to the Fabricator.
 - b. **On Delivery:** An amount up to 100% of the total contract amount for the package (bridge wise if the package consists more than one bridge) shall be paid (20% of the mobilization advance will be deducted) within 30 days upon delivery of the steel parts and fixtures at the designated points as per BoQ List/Weight List and Drawings and submission of the Inspection Certificate from Purchaser’s Engineer and Quality Assurance Documents from the Fabricator stating that the steel parts are fabricated according to the Purchaser’s requirement and the standard specification. Inspection Certificate shall be issued by the Purchaser's Engineer.

- c. Five percent (5%) of the amount shall deduct from the Fabricator's bill as retention money and paid in the Deposit Account of purchaser. Retention money is kept by purchaser during the maintenance period as a guarantee which can be used to repair or complete any item of work judged unsatisfactorily executed by the Fabricator.
- d. Retention money will be refunded upon expiry of warranty period and proof of submission of Tax Return from the Inland Revenue Office.
- ii. Payment shall be made against the handing over by the Fabricator of the document as stipulated in SCC under the clause GCC 11.1
- iii. Fabricator shall submit invoice in the standard format as agreed upon by the purchaser. The purchaser shall pay or reimburse to the Fabricator in respect of the services but subject to the contract amount as specified in the contract agreement and the provisions stipulated under iv and v below for all items of works as stipulated in bid document and according to the condition mentioned hereunder
- iv. All taxes, duties and levies applicable in the course of this contract shall be borne by the Fabricator as per prevalent rules and regulations of State Government
- v. Earnest money, performance bond, retention money and deposits shall be
- As per prevalent rules and regulations of State Government
 - Performance guarantee will be released only after successful completion of works as per Section V Schedule of Requirements.
 - If the Fabricator does not make rectification as suggested during inspection/check then the rectification shall be made by the purchaser by a suitable means and the extra cost incurred for such work shall be deducted from the Fabricators' account, retention money and/or will be recovered from bank guarantee.
- GCC 17.1** The Fabricator shall provide a Performance Security as per ITB 41. **The amount of the Performance Security shall be in Nepalese Rupees, and shall be valid for the period of[insert the period of validity of performance security]**
- GCC 17.3** The Performance Securities shall be in the form of a bank guarantee issued by "A" class commercial bank located in Nepal in the format included in Section VIII, Contract Forms.
- GCC 17.4** The performance security shall be valid for the period of one (1) year after the final delivery of goods and issue of the final acceptance certificate to the Fabricator. The performance security shall then be reduced to two (2) percent of the Contract Price to cover the Fabricator's Warranty obligations in accordance with Clause GCC 27.3. The Fabricator shall promptly extend the validity suitably to cover agreed extension of the warranty period of the supplied goods.
- GCC 22.2** The packing of the good shall confirm to the section: Technical Specification.
- GCC 23.1** The insurance coverage shall be in an amount equal to 110 percent of the EXW price of the Goods from "warehouse" to "delivery point" on "All Risks" basis, including War Risks, riots and/or Strikes.
- The Purchaser undertakes no responsibility in respect of any life, health, accident, travel and other insurance which may be necessary or desirable for the personnel and specialists associated with the Fabricator for the purpose of the services, nor for any member of family of any such persons. The Fabricator shall make insurance for all these risk and liabilities.

- GCC 24.1** Additional responsibility of the Fabricator shall be:
- The Fabricator shall be required to meet all transport and storage expenses until delivery.
 - Transportation of the goods after delivery at designated point shall be the responsibility of the Purchaser.
- GCC 25.2** Tests and Inspections specified in **Section V, Schedule of Requirements**, shall be as follows:
- i. The time limit for inspection and tests and the issuance of Certificate of Acceptance and/or rejection in no later than Seven (7) days of the completion of inspection and tests.
 - ii. Completed goods must be maintained in a good condition for a period of six (6) months from the date of issue of Inspection Certificate by the Purchaser.
 - iii. The completed goods shall be inspected by the Purchaser within the time mentioned above and any rectification, whatsoever shall be communicated to the Fabricator within this time in writing.
- GCC 26.1** The applicable rate of liquidated damages shall be: 0.05 percent of the Contract Price of the delayed per day
- GCC 26.1** The maximum amount of liquidated damages shall be: ten (10) percent of the Contract Price.
- GCC 27.3** The period of validity of the Warranty shall be: twelve (12) months from the date of acceptance of the goods.
- For the purposes of the Warranty, the place of final delivery shall be: **as specified in BoQ**
(Under Part 1, Section –IV” Financial Proposal 3.2.1 to 3.2.6)
- GCC 27.5** The Fabricator shall correct any defects covered by the Warranty within: **30days** of being notified by the Purchaser of the occurrence of such defects
- GCC 27** **Additional clause to GCC 27.7**
- The Fabricator in addition shall comply with the performance and or consumption guarantee specified under the contract. If for reasons attributable to the Fabricator, these guarantees are not attained in whole or in part, the Fabricator shall at its discretion either,
- i. Make such changes, modifications and /or additions to the goods or any part thereof as may be necessary in order to attain the contractual guarantee specified in the contract at its own cost and expense and to carry out further performance tests.
 - ii. Pay liquidated damage to purchaser with respect to failure to meet contractual guarantee. The rate of liquidated damage shall as stipulated in SCC under the clause GCC 26.1.

GCC 32.2

In addition to those stipulated in GCC 32.2

If due to major changes in design and subsequently the change in quantity of the works should the Fabricator undertake additional or less work than provided for in the contract amount specified in the contract agreement, the variation may be made as per rules and within the limits described hereunder.

- i.** On the submission of variation order by the purchaser the Fabricator shall verify and accept the variation order.
- ii.** Subject to clause (i) for any additional work made according to a variation order, shall be paid based on the Fabricators BoQ rate. In case of cancellation of contract with mutual consent between the purchaser and Fabricator item rate as per BoQ shall be based to calculate the amount of total work done.
- iii.** No variations whatsoever will be made for cost pertaining to personnel travel, overhead and fees.

PART III:

**CONDITION OF CONTRACT AND CONTRACT
FORM**

Section VIII: Contract Forms (COF)

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1. LETTER OF INTENTION TO AWARD



Infrastructure Development Office

(Name and address of Purchaser)

.....[Date]

Subject : Letter of Intention to Award the Contract

To:[name of the Fabricator]

.....[address of the Fabricator]

This is to notify you in accordance with the Instruction to Fabricator that it is our intention to award the contract dated for supply of fabricated steel parts for following SSTB/s

- 1.....
- 2.....
- 3.....
- 4.....
- 5.....
- 6.....
- 7.....

to you as your Bid price ofas corrected and modified in accordance with the Instructions to Fabricator, is determined to be substantially responsive and lowest evaluated Bid price.

Authorised Signature :

Name and Title of Signatory :

Name of Agency :

Address for correspondence :

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

2. LETTER OF ACCEPTANCE



Infrastructure Development Office

(Name and address of Purchaser)

.....[Date]

Subject : Notification of Award

To:[name of the Fabricator]
.....[address of the Fabricator]

This is to notify you that your bid dated for execution of the
..... for the
Contract Price of
..... as corrected and modified in accordance with the Instructions to
Fabricator is hereby accepted by our Agency.

You are hereby instructed to contact our office [INSERT NAME AND ADDRESS OF
PURCHASER] to sign the formal agreement not later than 15 days of receiving this letter within office hours.
As per the Instructions to Fabricator you are also required to submit Performance Security, as specified in the
SCC, consisting of a Bank Guarantee in the format prescribed in part III Contract Forms or cash deposit
voucher in favor of the Purchaser in the Purchaser's Bank account as specified in the SCC.

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

Please convey your unconditional acceptance by signing on the original of this letter and submit the required
Performance Security, at the time of formal agreement.

Authorised Signature :
Name and Title of Signatory :
Name of Purchaser :
Address for correspondence :

3. CONTRACT AGREEMENT

THIS AGREEMENT made the ____ day of _____ [mm] 20____ [yy] between Office (hereinafter called "the Purchaser") of the one part and. [name of Fabricator] of [Address of Fabricator] (hereinafter called "the Fabricator") of the other part:

WHEREAS the Purchaser invited bids for the supply of Fabricated steel parts for Short Span Trail Bridge/s and has accepted a bid by the Fabricator for the supply of those goods in the sum of [contract price in words and figures in Nepalese Rupees] (hereinafter called "the Contract Price") within three months of signing this contract i.e. {insert date, dd/mm/yy}

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 Bid Form and the Price Schedule submitted by the Bidder;
(b) the Schedule of Requirements;
(c) the Technical Specifications;
(d) the Terms of References;
(e) the Quality Assurance Document;
(f) Design and Drawings
(g) the Special Conditions of Contract;
(h) the General Conditions of Contract;
(i) the Purchaser's Notification of Award;
(j) further correspondences and documents; and
(i) any other document which the Purchaser wants to add in the particular procurement.
3. In consideration of the payments to be made by the Purchaser to the Fabricator as hereinafter mentioned, the Fabricator hereby covenants with the Purchaser to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Purchaser hereby covenants to pay the Fabricator in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

On behalf of the Purchaser

On behalf of the Fabricator

Name :

Name :

Signature:

Signature:

Designation:

Designation:

Seal:

Seal:

4. PERFORMANCE SECURITY FORM

Date:

To,

.....

.....(Name and address of organization)

WHEREAS[name and address of Fabricator] (hereinafter called "the Fabricator") has received the notification of award for execution of the Contract No. [reference number of the contract] dated [yy/mm/dd] to supply the fabricated steel parts for following Short Span Trail Bridges (hereinafter called "the Contract").

- a.
b.
c.
d.
e.
f.
g.

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

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

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

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

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

This Guarantee is valid until..... [insert dd/mm/yy covering contract period plus defect liability period]

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 Bank]

Date:[insert date of signing]

5. BANK GUARANTEE FORM FOR ADVANCE PAYMENT

Date:

To,
.....

.....(Name and address of Purchaser)

.....[name of Contract]

Gentlemen and/or Ladies;

In accordance with the payment provision included in the Special Conditions of Contract, to provide for advance payment, [name and address of Fabricator] (hereinafter called "the Fabricator") shall deposit with [name and address of the Purchaser] (hereinafter called "the Purchaser ") a bank guarantee to guarantee his proper and faithful performance under the said Clause of the Contract in an amount of [amount of guarantee in figures and words in Nepalese Rupees].

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

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

This guarantee shall remain valid and in full effect from the date of the advance payment under the Contract until the Purchaser receives full repayment of the same amount from the Fabricator.

Yours truly,

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 Bank]

Date:
[insert date of signing]