

BIDDING DOCUMENT
FOR
PROCUREMENT OF STEAM BOILER

INTERNATIONAL COMPETITIVE BIDDING (ICB)

IFB No.: DDC/ICB/14/SB/072/073

ISSUED ON : 27th July 2016

Office Name : Dairy Development Corporation, Central Office.

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Abbreviations

BDS.....	Bid Data Sheet
BD	Bidding Document
DCS.....	Delivery and Completion Schedule
DDC.....	Dairy Development Corporation
DP	Development Partner
EQC	Evaluation and Qualification Criteria
GCC	General Conditions of Contract
GoN	Government of Nepal
ICC.....	International Chamber of Commerce
IFB	Invitation for Bids
Incoterms.....	International Commercial Terms
ITB	Instructions to Bidders
JMSS	Janakpur Milk Supply Sheme
KMSS.....	Kathmandu Milk Supply Scheme
LMSS	Lumbini Milk Supply Scheme
LGRS	List of Goods and Related Services
PAN	Permanent Account Number
PE	Public Entity
PPMO	Public Procurement Monitoring Office
SBD.....	Standard Bidding Document
SBQ.....	Schedule of Bidder Qualifications
SCC.....	Special Conditions of Contract
SS	Schedule of Supply
TS.....	Technical Specifications
UNCITRAL	United Nations Commission on International Trade Law
VAT	Value Added Tax

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Dairy Development Corporation

Central Office Lainchaur, Kathmandu, Nepal
(AN UNDERTAKING OF GOVT.T OF NEPAL)

Bids Invitation For The Procurement of Steam Boilers

IFB No.: DDC/ICB/14/SB/072/73

(First date of publication: 27th July 2016)

1. DDC invites sealed bids from eligible bidders for the procurement of Supply & Delivery, Installation and Commissioning of following Steam Boilers as per DDC's Specification under ICB procedures. Bidding is open to all eligible Bidders from all countries.

Items No.	Item Description	Quantity
1	Wood Fired Steam Boiler :- Horizontal, Three Pass, Smoke Tube, Wet Back Design Capacity : 600 Kg./hr. (F & A 100°C)	2 Sets
2	Diesel & Furnace Oil Steam Boiler :- Horizontal, Three Pass, Smoke Tube, Wet Back Design Capacity : 2 TPH (F & A 100°C)	1 Set

2. Eligible Bidders may obtain further information and inspect the bidding documents at the Central office of **DDC, Lainchaur, Kathmandu, Nepal**, E-mail :info@dairydev.com.np, Telephone:+977-01-4411710, Fax: +977-01-4417215 or download from www.dairydev.com.np.
3. Bid documents may be purchased from DDC **central office, Lainchaur** or **Kathmandu Milk Supply Scheme, Balaju, Kathmandu** within office hours of **44 days** from the first publication date of this notice i.e. **8th September 2016** on the submission of a written application and upon payment of a non-refundable fee of **NRs. 3,000/-** cash or the cash should be deposited in **DDC current account no.109005534501 at Rastriya Banijya Bank, Bisal Bazar, Kathmandu** or in any convertible currency in the form of bank draft in favor of the DDC.
4. Sealed Bids must be submitted to the above office of DDC, Lainchaur, Kathmandu, Nepal within **45 days i.e. 9th September 2016 at 12.00 hours** from the first publication date of this notice. Documents received after this deadline shall not be accepted.
5. Bids shall be opened in the presence of Bidders or authorized representatives at **13:00hours on 9th September 2016 at 12.00 hours** at the office of DDC, Lainchaur. However, opening of tenders will not be withheld even if bidders or their representatives remain absent at the scheduled time and no complain will be entertained. Bids must be valid for a period of **90 days** counting from the day of bid opening and must be accompanied by bid security at 2.5% of quoted as total site delivery price which shall be valid for minimum **30 days** beyond the bid validity period. The bid security should be in US \$ or Euro or IRs. or NRs. or Equivalent in any convertible currency and shall be in the form of Bank Guarantee from the "A" Class Commercial Bank or Demand draft in favor of DDC, Kathmandu, payable at Kathmandu with counter signed from Nepalese "A" Class Bank.
6. Pre-bid meeting shall be held at DDC office, Lainchaur, at **13:00 PM on 24 August 2016**.
7. If the last date of purchasing, submission and opening falls on a government holiday then the next working day shall be considered the last day. In such a case the bid validity and bid security validity shall be recognized with effect from the original bid submission deadline.
8. The Purchaser reserves the right to accept or reject, wholly or partly any or all the bids without assigning any reason, whatsoever.

PART 1 – BIDDING PROCEDURES

Section I. Instructions to Bidders (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 there to as specified in Section V, Schedule of Supply. The name, identification, and number of lots of the International Competitive Bidding (ICB) are provided in the **BDS**.
- 1.2 Throughout this Bidding Document :
- (a) the term “in writing” means communicated in written form with proof of receipt;
 - (b) if the context so requires, singular means plural and vice versa; and
 - (c) “day” means calendar day.
- 2. Source of Funds**
- 2.1 Dairy Development Corporation has made budgetary allocation towards the cost of the Project to cover payments under the Contract for which these bidding documents are issued.
- 3. Fraud and Corruption**
- 3.1 The Government of Nepal (GoN) requires that the procuring entities as well as bidders, suppliers, and contractors and their sub-contractors under GoN financed contracts, shall adhere to the highest standard of ethics during the procurement and execution of such contracts. In this context , the Purchaser;
- (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 GoN investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
 - (bb) acts intended to materially impede the exercise of the GoN’s inspection and audit rights provided for under sub-clause 3.5 below.

- (cc) 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;
 - (dd) will sanction a firm or individual, including declaring ineligible, for a stated period of time, to be awarded a GoN-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 GoN-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 bidders,
 - (e) coercion or threatening directly or indirectly to cause harm to the person or the property of any person to be involved in the procurement proceedings,
 - (f) collusive practice among bidders before or after submission of bids for distribution of works among bidders or fixing artificial/uncompetitive bid price with an intention to deprive the Employer the benefit of open competitive bid price,
 - (g) contacting the Employer with an intention to influence the Employer 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 PPMO on the recommendation of the Purchaser may **blacklist** a Bidder for a period of one (1) to three (3) years for its conduct including 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 established that the contract agreement signed by the Bidder was based on false or misrepresentation of Bidder's qualification information,
- 3.4 A bidder declared blacklisted and ineligible by the GoN, Public procurement Monitoring Office (PPMO) shall be ineligible to bid for a contract during the period of time determined by the GoN, PPMO
- 3.5 The Supplier shall permit the GoN to inspect the Supplier's accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by the GoN, if so required by the GoN.
- 4.1 A Bidder may be a natural person, private entity, government owned entity (subject to ITB 4.4) 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:

4. Eligible Bidders

- (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.
- 4.2 A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to be in a conflict of interest with one or more parties in this bidding process if, including but not limited to:
- (a) have controlling shareholders in common; or
 - (b) receive or have received any direct or indirect subsidy from any of them; or
 - (c) have the same legal representative for purposes of this Bid; or
 - (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; or
 - (e) a Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which it is involved. However, this does not limit the inclusion of the same subcontractor, not otherwise participating as a Bidder, in more than one bid; or
 - (f) a Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the goods and services that are the subject of the bid.
- 4.3 A Bidder that is under a declaration of ineligibility by the GoN in accordance with ITB 3, at the date of the deadline for bid submission or thereafter, shall be disqualified. The list of debarred firms is available at the electronic address specified in the BDS.
- 4.4 Government-owned enterprises in Nepal shall be eligible only if they can establish that they (i) are legally and financially autonomous, (ii) operate under the principles of commercial law, and (iii) are not dependent agencies of the Purchaser.
- 4.5 Bidders shall provide such evidence of their continued eligibility satisfactory to the Purchaser, as the Purchaser shall reasonably request.
- 4.6 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, the Purchaser's country prohibits any import of goods or Contracting of works or services from that country or any payments to persons or entities in that country.
- 4.8 Domestic Bidders shall be eligible only if the bidder has obtained Permanent Account Number (PAN), Value Added Tax (VAT) registration certificate(s) and Tax clearance certificate or proof of submission of income return **as stated in BDS** from the Inland Revenue office. Foreign Bidders shall be eligible only if the bidder submits 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.

- 5. Eligible Goods and Services**
- 5.1 If so required in the **BDS**, all goods and related services to be supplied under the contract shall have as their country of origin an eligible country.
- 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 in conjunction with any Addenda issued in accordance with ITB 9.
- PART 1 Bidding Procedures**
- Section I. Instructions to Bidders (ITB)
- Section II. Bid Data Sheet (BDS)
- Section III. Evaluation and Qualification Criteria
- Section IV. Bidding Forms
- PART 2 Supply Requirements**
- Section V. Schedule of Supply
- PART 3 Conditions of Contract and Contract Forms**
- Section VI. General Conditions of Contract (GCC)
- Section VII. Special Conditions of Contract (SCC)
- Section VIII. Contract Forms
- 7.2 The Invitation for Bids issued by the Purchaser is not part of the Bidding Document.
- 7.3 The Purchaser is not responsible for the completeness of the Bidding Document and its addenda, if they were not obtained directly from the Purchaser.
- 7.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Document. Failure to furnish all information or documentation required by the Bidding Document may result in the rejection of the Bid.
- 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 Bidders who have acquired the Bidding Document directly from it, including a description of the inquiry

but without identifying its source. Should the Purchaser deem it necessary to amend the Bidding Document as a result of a clarification, it shall do so following the procedure under ITB 9 and 24.2.

- 8.2 The purchaser may organize a pre-bid meeting of Bidders at least fifteen (15) days before the deadline for submission of Bids at the place, date and time as specified in the **BDS** to provide information relating to Bidding Documents, Technical specifications and the like matters. Should the purchaser deem it necessary to amend the Bidding Document as a result of a clarification, it shall do so following the procedure under ITB 9 and ITB 24.2.

9. Amendment of Bidding Document

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

C. Preparation of Bids

10. Cost of Bidding

- 10.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Purchaser shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

11. Language of Bid

- 11.1 The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Purchaser, shall be written in the language **specified in the BDS**. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language **specified in the BDS**, in which case, for purposes of interpretation of the Bid, such translation shall govern.

12. Documents Comprising the Bid

- 12.1 The Bid shall comprise the following:
- (a) Bid Submission 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 documents 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 prices and discounts quoted by the Bidder in the Bid Submission Sheet and in the Price Schedules shall conform to the requirements specified below.
- 15.2 All items in the Schedule of Supply must be listed and priced separately in the Price Schedules. If a Price Schedule shows items listed but not priced, their prices shall be assumed to be included in the prices of other items. Items not listed in the Price Schedule shall be assumed not to be included in the Bid, and provided that the Bid is substantially responsive, the corresponding adjustment shall be applied in accordance with **ITB 32.3**
- 15.3 The price to be quoted in the Bid Submission Sheet shall be the total price of the Bid excluding any discounts offered
- 15.4 The Bidder shall quote any unconditional discounts and the methodology for their application in the Bid Submission Sheet.
- 15.5 The terms EXW, CIF, CIP, and other similar terms shall be governed by the rules prescribed in the current edition of Incoterms, published by The International Chamber of Commerce, at the date of the Invitation for Bids or **as specified in the BDS**.
- 15.6 Prices shall be quoted as specified in each Price Schedule included in **Section IV, Bidding Forms**. The disaggregation of price components is required solely for the purpose of facilitating the comparison of Bids by the Purchaser. This shall not in any way limit the Purchaser's right to contract on any of the terms offered. Prices shall be entered in the following manner:

(a) For Goods manufactured in Nepal :

- (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, Value Added Tax and other taxes already paid or payable on the components and raw material used in the manufacture or assembly of goods quoted ex works or ex factory, or on the previously imported goods of foreign origin quoted ex warehouse, ex showroom, or off-the-shelf;
- (ii) Value Added Tax and all other taxes applicable in Nepal and payable on the Goods if the Contract is awarded to the Bidder; and
- (iii) the price for inland transportation, insurance, and other local services required to convey the Goods to their final destination (Project Site) specified in the **BDS**.

- (b) For Goods manufactured outside Nepal, to be imported:
- i. the price of the goods quoted CIF (named port of destination), or CIP (border point), or CIP (named place of destination), named place of destination as specified in the **BDS**;
 - ii. the price for inland transportation, insurance, and other local services required to convey the Goods from the named place of destination to their final destination (Project Site) specified in the **BDS**;
 - iii. in addition to the CIP prices specified in (b) (i) above, the price of the Goods to be imported may be quoted FCA (named place of destination) or CPT (named place of destination), if so specified in the **BDS**;

(c) For Goods manufactured outside Nepal, already imported:

[For previously imported Goods, the quoted price shall be distinguishable from the original import value of these Goods declared to customs and shall include any rebate or mark-up of the local agent or representative and all local costs except import duties and taxes, which have been and/or have to be paid by the Purchaser. For clarity the bidders are asked to quote the price including import duties, and additionally to provide the import duties and the price net of import duties which is the difference of those values]

- (i) the price of the Goods, including the original import value of the Goods; plus any mark-up (or rebate); plus any other related local cost, and custom duties and other import taxes already paid or to be paid on the Goods already imported.
 - (ii) the custom duties and other import taxes already paid (need to be supported with documentary evidence) or to be paid on the Goods already imported;
 - (iii) the price of the Goods, obtained as the difference between (i) and (ii) above;
 - (iv) any sales and other taxes which will be payable on the Goods if the contract is awarded to the Bidder; and
 - (v) the price for inland transportation, insurance, and other local services required to convey the Goods from the named place of destination to their final destination (Project Site) specified in the **BDS**.
- (d) For Related Services, other than inland transportation and other services required to convey the Goods to their final destination, whenever such Related Services are specified in the Schedule of Requirements:
- (i) the local currency cost component of each item comprising the Related Services; and
 - (ii) the foreign currency cost component of each item comprising the Related Services, inclusive of all custom duties, Value Added Tax and other taxes applicable in the Purchaser's country, payable on the related services, if the contract is awarded to the Bidder.:

15.7 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account, unless otherwise **specified in the BDS**. A Bid submitted with an adjustable price quotation shall be treated as nonresponsive and shall be rejected. 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.

If so indicated pursuant to ITB 1.1, Bids are being invited for individual contracts (lots) or for any combination of contracts (packages). Unless otherwise indicated in the **BDS**, prices quoted shall correspond to 100% of the items specified for each lot and to 100% of the quantities specified for each item of a lot. Bidders wishing to offer any price reduction for the award of more than one Contract shall specify the applicable price reductions in accordance with ITB **15.4**, provided the bids for all lots are submitted and opened at the same time.

16 Currencies of Bid

- 16.1 Bid prices shall be quoted in the following currencies:
- (a) Bidders may express their bid price in any fully convertible currency. If a Bidder wishes to be paid in a combination of amounts in different currencies, it may quote its price accordingly but shall use no more than three currencies in addition to the Nepalese currency.
 - (b) All expenditures that are to be incurred in Nepal for i) inland transportation and related costs, ii) all taxes, and iii) local currency cost component of related services other than inland transportation and other services should be expressed in the Bid in Nepalese currency and will be payable in Nepalese currency.

17 Documents Establishing the Eligibility of the Bidder

- 17.1 To establish their eligibility in accordance with ITB 4, Bidders shall:
- (a) complete the eligibility declarations in the Bid Submission Sheet, included in **Section IV, Bidding Forms**; and
 - (b) if the Bidder is an existing or intended JV in accordance with ITB **4.1**, 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**.
- 17.2 Bidders, applying for eligibility for domestic preference as indicated in ITB 35 shall submit the certification of country of origin issued by authorized agency to satisfy the offered goods are produced in Nepal as described in section III, Evaluation and Qualification Criteria.

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, Schedule of Supply**.
- 18.2 The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item-by-item description of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to those requirements, and if applicable, a statement of deviations and exceptions to the provisions of **Section V, Schedule of Supply**.
- 18.3 The Bidder shall also furnish a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods during the period **specified in the BDS** following commencement of the use of the goods by the Purchaser.

**19. Documents
Establishing
the
Qualifications
of the Bidder**

- 18.4 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 Supply, are intended to be descriptive only and not restrictive. The Bidder may offer other standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates, to the Purchaser's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in **Section V, Schedule of Supply**.
- 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 the country equipped and able to carry out the Supplier's maintenance, repair and spare parts stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications.
- 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,
 - i. 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 Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB 21, it shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its Bid.

21. Bid Security

- 21.1 Unless otherwise *specified in the BDS*, 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 in any of the following forms at the Bidder's option:
- (a) original copy of an unconditional bank guarantee from reputed commercial foreign bank or;
 - (b) original copy of an unconditional bank guarantee from "A" class commercial bank in Nepal or;
 - (c) original copy of cash deposit voucher in the Purchaser's Account as *specified in BDS*.

In case of a bank guarantee, the Bid Security shall be submitted 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.

A bid security issued by foreign bank must be counter – guaranteed by an "A" class commercial bank in Nepal acceptable to the Purchaser

- 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.
- 21.4 If a Bid Security is specified pursuant to ITB 21.1, the Bid Security of unsuccessful Bidders shall be returned within three (3) days upon the successful Bidder furnishing of the signed Contract Agreement and the Performance Security pursuant to ITB 43.
- 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 withdraws its Bid during the period of bid validity specified by the Bidder on the Bid Submission Sheet, except as provided in ITB **20.2**; or

- (b) if the successful Bidder fails to:
 - (i) sign the Contract in accordance with ITB 44; or
 - (ii) furnish a Performance Security in accordance with ITB 43.

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. Format and Signing of Bid

- 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 be attached with the Bid.
- 22.3 Any amendments such as interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Bid.

D. Submission and Opening of Bids

23. Submission, Sealing and Marking of Bids

- 23.1 Bidders may always submit their bids by mail or by hand or by courier. When so *specified in the BDS*, Bidders have the option of submitting their bids electronically. Bidders submitting bids electronically shall follow the electronic bid submission procedures *specified in the BDS*.
- 23.2 Bidders submitting bids by mail or by hand or by courier shall enclose the original and each copy of the Bid, including alternative bids, if permitted in accordance with ITB 14, in separate sealed envelopes, duly marking the envelopes as "ORIGINAL", "ALTERNATIVE" and "COPY." These envelopes containing the original and the copies shall then be enclosed in one single envelope. The rest of the procedure shall be in accordance with ITB 23.3 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 ITB24.1;
 - (c) bear the specific identification of this bidding process pursuant to ITB 1.1 and any additional identification marks as specified in the **BDS**; and
 - (d) bear a warning "NOT TO OPEN BEFORE THE TIME AND DATE FOR BID OPENING", in accordance with ITB 27.1.

23.4 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. Deadline for Submission of Bids

- 24.1 Bids must be received by the Purchaser at the address and no later than the date and time *indicated in the BDS*.
- 24.2 The Purchaser may, at its discretion, extend the deadline for the submission of Bids by amending the Bidding Document in accordance with ITB 9, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

- 25. Late Bids** 25.1 The Purchaser shall not consider any Bid that arrives after the deadline for submission of Bids, in accordance with ITB **24**. Any Bid received by the Purchaser after the deadline for submission of Bids shall be declared late, rejected, and returned unopened to the Bidder.
- 26. Withdrawal and Modification of Bids** 26.1 A Bidder may withdraw or modify its Bid after it has been submitted 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 **22.2** (except that Withdrawal Notices do not require copies). The corresponding withdrawal or modification of the Bid must accompany the respective written Notice. All Notices must be:
- (a) submitted in accordance with ITB Clauses **22** and **23** (except that Withdrawal Notices do not require copies), and in addition, the respective envelopes shall be clearly marked “Withdrawal”, or “Modification”; and
 - (b) received by the Purchaser prior to the deadline prescribed for submission of bids, in accordance with ITB **24**.
- 26.2 Bids requested to be withdrawn in accordance with ITB **26.1** shall be returned unopened to the Bidders.
- 26.3 No Bid shall be withdrawn or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Submission Sheet or any extension thereof.
- 26.7 Sealed envelope pursuant to ITB **26.1** shall be opened only on the date and time of opening of bid.
- 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**. Any specific electronic bid opening procedures required if electronic bidding is permitted in accordance with ITB **23.1**, shall be as specified in the **BDS**.
- 27.2 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”, or “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. Next Envelopes marked “MODIFICATION” shall be opened, read out, and recorded with the corresponding Bid. No Bid shall be modified unless the corresponding “Modification” Notice contains a valid authorization to request the modification and is read out and recorded at bid opening. Only envelopes that are opened, read out, and recorded at bid opening shall be considered further.
- 27.3 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 Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders who submitted bids in time, and posted on line when electronic bidding is permitted. The Bidders' representatives who are present shall also be requested to sign an attendance sheet.

E. Evaluation and Comparison of Bids

- 28. Confidentiality** 28.1 Information relating to the examination, evaluation, comparison, and post-qualification of Bids, and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process until publication of the Contract award; thereafter, information will be disclosed in accordance with ITB **44. 2**.
- 28.2 Any attempt by a Bidder to influence the Purchaser in the examination, evaluation, comparison, and post-qualification of the Bids or Contract award decisions may result in the rejection of its Bid.
- 28.3 Notwithstanding ITB **28.2**, from the time of bid opening to the time of Contract award, if any Bidder wishes to contact the Purchaser on any matter related to the bidding process, it should do so in writing.
- 29. Clarification of Bids** 29.1 To assist in the examination, evaluation, comparison and post qualification of the Bids, the Purchaser may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder with regard to its Bid and that is not in response to a request by the Purchaser shall not be considered. The Purchaser's request for clarification and the response shall be in writing. No change in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Purchaser in the evaluation of the Bids, in accordance with ITB **33**.
- 30. Deviations, Reservations, and Omissions** 30.1 During the evaluation of bids, the following definitions apply:
- (a) "Deviation" is a departure from the requirements specified in the Bidding Document;
 - (b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Document; and
 - (c) "Omission" is the failure to submit part or all of the information or documentation required in the Bidding Document.
- 31. Determination Of Responsiveness** 31.1 The Purchaser's determination of the responsiveness of a Bid is to be based on the contents of the Bid itself, as defined in ITB 12.
- 31.2 A substantially responsive bid is one that meets the requirements of the Bidding Document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that,

- (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 Supply; or
 - (ii) limits in any substantial way, inconsistent with the Bidding Document, the Purchaser's rights or the Bidder's obligations under the proposed Contract; or
- (b) if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive bids.

31.3 The Purchaser shall examine the technical aspects of the bid in particular, to confirm that all requirements of Section V, Schedule of Supply have been met without any material deviation or reservation.

32. Non-material Nonconformities

32.1 Provided that a Bid is substantially responsive, the Purchaser may waive any non-conformity in the bid that does not constitute a material deviation, reservation or omission.

32.2 Provided that a Bid is substantially responsive, the Purchaser may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify non-material non-conformities or omissions in the Bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.

32.3 Provided that a Bid is substantially responsive, the Purchaser shall rectify non-material nonconformities or omissions. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of the missing or nonconforming item or component. The adjustment shall be made using the method indicated in Section III, Evaluation and Qualification Criteria.

32.4 If minor differences are found such as in technical specification, description, feature which do not make the bid to be rejected, then the cost, which is calculated to the extent possible due to such differences, shall be included while evaluating bid.

32.5 If the value is found fifteen percent more than the quoted amount of the bidder on account of minor differences pursuant to ITB 32.4, such bid shall be considered ineffective in substance and shall not be considered for evaluation.

33. Correction of Arithmetical Errors

33.1 Provided that the Bid is substantially responsive, the Purchaser shall correct arithmetical errors on the following basis:

- (a) if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;
- (b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and

- (c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.
- 33.2 If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be rejected and its bid security shall be forfeited..
- 34. Conversion to Single Currency** 34.1 For evaluation and comparison purposes, the price quoted in different currency(ies) of the bid shall be converted into Nepalese Rupees using the selling exchange rates established by Nepal Rastra Bank and on the date of bid opening.
- 35. Domestic Preference** 35.1 Unless otherwise **specified in the BDS**, domestic preference shall be a factor in bid evaluation.
- 36. Evaluation of Bids** 36.1 The Purchaser shall evaluate each Bid that has been determined, up to this stage of the evaluation, to be substantially responsive.
- 36.2 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.
- 36.3 To evaluate a Bid, the Purchaser shall consider the following:
- (a) evaluation will be done for Items or Lots, as **specified in the BDS**; the bid price as quoted in accordance with **ITB15**;
- (b) price adjustment for correction of arithmetic errors in accordance with **ITB 33.1**;
- (c) price adjustment due to discounts offered in accordance with **ITB 15.4**; and
- (d) price adjustment due to application of the evaluation criteria specified in the BDS from amongst those set out in **Section III, Evaluation and Qualification Criteria**. These criteria may include factors related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services which shall be expressed to the extent practicable in monetary terms to facilitate comparison of bids unless otherwise **specified in Section III Evaluation and Qualification Criteria**.
- (e) price adjustment due to the application of a margin of preference in accordance with **ITB clause 35**.
- 36.4 The Purchaser's evaluation of a bid will exclude and not take into account:
- (a) in the case of Goods offered from within Nepal, all sales tax and all other taxes, applicable in Nepal and payable on the Goods if the Contract is awarded to the Bidder;
- (b) in the case of Goods offered from outside Nepal, all customs duties, sales tax, and other taxes, applicable in Nepal and payable on the Goods if the Contract is awarded to the Bidder; and
- (c) any allowance for price adjustment during the period of performance of the Contract, if provided in the Bid.

- 36.5 The Purchaser’s evaluation of a bid may require the consideration of other factors, in addition to the Bid Price quoted in accordance with ITB Clause 15. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of bids, unless otherwise specified in Section III, Evaluation and Qualification Criteria. The factors, methodologies and criteria to be used shall be as specified in ITB 36.3 (d).
- 36.6 If so specified in the BDS, these Bidding Documents shall allow Bidders to quote separate prices for one or more lots, and shall allow the Purchaser to award one or multiple lots to more than one Bidder. The methodology of evaluation to determine the lowest-evaluated lot combinations is specified in Section III, Evaluation and Qualification Criteria.
- 37. Comparison of Bids** 37.1 The Purchaser shall compare all substantially responsive bids to determine the lowest-evaluated bid, in accordance with ITB 36.
- 38. Post qualification of the Bidder** 38.1 The Purchaser shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated and substantially responsive Bid is qualified to perform the Contract satisfactorily.
- 38.2 The determination shall be based upon an examination of the documentary evidence of the Bidder’s qualifications submitted by the Bidder, pursuant to ITB 19.
- 38.3 An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the Bid, in which event the Purchaser shall proceed to the next lowest evaluated bid to make a similar determination of that Bidder’s capabilities to perform satisfactorily.
- 39. Purchaser’s Right to Accept Any Bid, and to Reject Any or All Bids** 39.1 The Purchaser reserves the right to accept or reject any Bid, and to annul the bidding process and reject all Bids at any time prior to Contract award, without thereby incurring any liability to the Bidders.
- F. Award of Contract**
- 40. Award Criteria** 40.1 The Purchaser shall select for awarding the Contract to the Bidder whose offer has been determined to be the lowest evaluated Bid and is substantially responsive to the Bidding Document, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.
- 41. Purchaser’s Right to Vary Quantities at Time of Award** 41.1 At the time the Contract is awarded, the Purchaser reserves the right to increase or decrease the quantity of Goods and Related Services originally specified in **Section V, Schedule of Supply**, provided this does not exceed the percentages **indicated in the BDS**, and without any change in the unit prices or other terms and conditions of the Bid and the Bidding Document.
- 42. Notification of Intention to Award** 42.1 The Purchaser shall notify the concerned Bidder whose bid has been selected in accordance with ITB 40.1 within seven days of the selection of the bid, in writing that the Purchaser has intention to accept his/her bid and the information regarding name, address and bid amount of the selected bidder shall be given to all other bidders using the “Letter of Intention” form included in Section VIII. Contract Forms

- 42.2 If no bidder submits an application pursuant to ITB 45.1 within a period of seven days of providing the notice under ITB 42.1, the Purchaser shall accept the bid selected in accordance with ITB 40.1 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.
- 43. Performance Security**
- 43.1 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.
- 43.2 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.
- 44. Signing of Contract**
- 44.1 The successful Bidder shall sign the contract in the form included in **section VIII** after the submission of performance security in accordance with ITB **43**.
- 44.2 At the same time, the Purchaser shall affix a public notice on the result of the award on its notice board and make arrangement to post the notice into its website, if it has; and if it does not have, into the website of the Public Procurement Monitoring Office, the contract award results identifying the bid and lot numbers and the following information: (i) name of each Bidder who submitted a Bid; (ii) bid prices as read out at Bid Opening; (iii) name and evaluated prices of each Bid; (iv) name of bidders whose bids were rejected and the reasons for their rejection; and (v) name of the winning Bidder, and the Price it offered, as well as the duration and summary scope of the Contract awarded.
- 44.3 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 42.2, requests in writing the grounds on which its bid was not selected
- 45. Complaint and Review**
- 45.1 If a Bidder,, is not satisfied with the procurement process or Client’s decision provided as per ITB 42.1 and believes that the Client has committed an error or breach of duty which has or will result in loss to him then the Bidder may give an application for review of the decision to the Office Chief of the procuring entity (Purchaser) with reference to the error or breach of duty committed by the Client. The complaint application should be given within 7 days of receipt of the information regarding the issue of intention to accept letter by the Client. Application, for review of Client’s decision, filed after the deadline shall not be processed
- (a) whether to suspend the procurement proceeding and the procedure for further proceedings to be adopted; or
- (b) whether or not to reject a complaint application.
- 45.3 If the Bidder, who has submitted the complaint application, is not satisfied with the decision of the Office Chief in accordance with ITB 45.2, or the decision by the Office Chief is not given within five (5) days of receipt of the complaint application pursuant to ITB **45.1**, then the applicant , within seven (7) days of receipt of such decision, may file an application with relevant supporting documents to the Public Procurement Review Committee of the GoN, stating the reason of its disagreement on the decision of the Office Chief provided that its bid amount is above the amount **specified in the**

BDS. Together with the review application, the applicant shall furnish a guarantee, in the form of cash or Bank guarantee equivalent to zero point five percent (0.5%) of its quoted bid amount, with the validity period of at least ninety (90) days from the date of the filing of the review application.

- 45.4 Late application filed after the deadline pursuant to ITB **45.3** shall not be processed
- 45.5 The Public Procurement Review Committee, shall give its decision within 30 days after receiving the review application filed pursuant to ITB 45.3 on the basis of i) the information and comments received from the Purchaser, ii)evidence, documents submitted along with the application by the applicant ,and iii) information received on inquiring both the parties regarding the matter.
- 45.6 If the claim made by the Bidder pursuant to ITB **45.3** is justified, the Review Committee shall return the security deposit to the applicant, pursuant to ITB **45.3**, within seven (7) days of the Public Procurement Review Committee's decision.
- 45.7 If the claim made by the Bidder pursuant to ITB **45.3** is rejected by the Review Committee, the security deposit submitted by the Bidder pursuant to ITB **45.3** shall be forfeited.

46. Provision of PPA and PPR

- 46.1 46.1 If any provisions of this document are inconsistent with Public Procurement Act (PPA), 2063 or Public Procurement Regulations (PPR), 2064, the provisions of this document shall be void to the extent of such inconstancy and the provisions of PPA and PPR shall prevail.

Section II. Bid Data Sheet (BDS)

A. Introduction	
ITB 1.1	<p>Name of the Purchaser:- Dairy Development Corporation, Central Office, Lainchaur, Kathmandu, Nepal</p> <p>Name And Identification Number Of The Contract: Tender Notice No.: DDC/14/SB/072/073 Supply & Delivery, Installation and Commissioning of Wood Fired and Diesel & Furnace Steam Boilers.</p>
ITB 2.1	Source of Fund : Own Resource
ITB 4.3	A list of debarred firms is available at http://www.ppmo.gov.np
ITB 4.8	<p>The Foreign Bidders at the time of bid submission :</p> <ul style="list-style-type: none"> • Shall submit :- <ul style="list-style-type: none"> a. Valid Registration Certificate or Incorporation Certificate. b. Export Permit / License c. Local Agent Information. • Shall declare to submit at the time of contract agreement :- <ul style="list-style-type: none"> a. VAT Registration Certificate.
ITB 5.1	Goods are related services to be supplied from following countries are not eligible :- NA
B. Bidding Document	
ITB 8.1	<p>For Clarification purposes only, the purchaser address is :</p> <p>Attention : General Manager Name of the purchaser : Dairy Development Corporation City / Town : Lainchaur District : Kathmandu Country : Nepal Telephone : 00977-1-4411710 Fax No. : 00977-1-4417215 Electronic Mail Address : info@dairydev.com.np</p>
ITB 8.1	The purchaser will respond in writing to any request for clarification provided that such request is received no later than 15 days prior to the deadline date for submission of bid.
ITB 8.2	<p>A Pre-Bid meeting "shall be" organized.</p> <p>Date : 24 August 2016 Time : 1.00 PM Place : Dairy Development Corporation, Lainchaur, Kathmandu, Nepal.</p>
C. Preparation of Bids	
ITB 11.1	The language of the Bid is: English
ITB 12.1 (h)	<p>The Bidder shall submit the following additional documents with its Bid:</p> <ul style="list-style-type: none"> a. Manufacturers Authorization Letter. b. Catalogue of the product showing detailed specification. c. Documentary Evidence in accordance with section III Qualification Criteria establishing the bidder's qualification.
ITB 14.1	Alternative Bids <i>shall not be</i> permitted.
ITB 15.5	The Incoterms edition is: 2010.

ITB 15.6 (b) i	<p>For Goods offered from outside the Purchaser’s country, the Bidder shall quote prices using the following Incoterm:</p> <p><u>CIP Kathmandu, Janakpur and Lumbini Milk Supply Scheme Price</u></p> <p>The total CIP (Final Destination) price quoted shall be the price to deliver the goods to the final destination in Nepal and is to be quoted in a manner as indicated in Price schedule (for goods manufactured outside Nepal, to be imported) of the bid document.</p> <p>For such CIP site price quoted in the case of goods from outside Nepal, the seller should take the responsibility for clearing at Port of discharge and Nepalese border customs and transportation and delivering it to site. All such costs incurred should be included in the CIP site Price.</p> <p>The price for spare parts (detail list in DDC's specification) to be supplied & delivered for each Tanks should include in the quoted price.</p> <p>The bidder shall not include in his price customs duty, VAT that is collected by Government of Nepal on the goods as a consignment, if any.</p>
ITB 15.6 (b) ii and (c) (v)	<p>Final Destination:</p> <p>As specified in Schedule of Requirements.</p>
ITB 15.6 (b) (iii)	<p>In addition to the CIP price specified in ITB 15.6 (b)(i), the price of the Goods manufactured outside Nepal shall be quoted: Not Applicable</p>
ITB 15.7	<p>The prices quoted by the Bidder shall not be adjustable.</p>
ITB 17.1 (c)	<p>The bidders / Local Agent or Representative shall submit :</p> <ol style="list-style-type: none"> copy of Firm Registration Certificate copy of Business Registration Certificate copy of VAT / PAN Registration Certificate copy of tax clearance certificate for the F/Y 2071/072. 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 offense or also not in black list.
ITB 19.2	<p>Manufacturer’s Authorization letter is “required” for all the items listed in Section V Schedule of Requirements.</p>
ITB 19.3	<p>After sales service is: Required</p> <p>The Bidder shall include with its bid, evidence that it will be represented by an Agent in the Nepal.</p>
ITB 20.1	<p>The bid validity period shall be 90 (Ninety) days.</p>
ITB 21.1	<p>A Bid Security is required;</p> <p>The amount and the currency of the Bid Security shall be : 2.5 % of quoted as total site delivery price. The bid security shall at least be valid till 120 days from the last date of bid submission and to be furnished in a format as specified in Section IV Bidding Forms of the Bid Document. The bid security should be in US \$ or Euro or IRs. or NRs. or Equivalent in any convertible currency and Bank Guarantee shall be from the “A” Class Commercial Bank or Demand draft in favor of DDC, payable at Kathmandu with counter signed.</p>
ITB 21.2	<p>If the Bidder wishes to submit the Bid Security in the form of cash, the cash should be deposited in DDC Current Account 109005534501 at Rastriya Banijya Bank, Bisal Bazar, Kathmandu and submit the receipt of the deposited amount of cash along with the bid.</p> <p>OR</p>

	If the Bidder wishes to submit the Bid Security in the form of unconditional bank guarantee, the bidder should submit the original copy of the guarantee along with the bid. Bid Security issued by foreign Bank must be counter-guaranteed by a "A" class commercial Bank in Nepal.
ITB 22.1	In addition to the original of the Bid, the number of copies is: One
ITB 22.2	The written conformation of authorization to sign on behalf of the bidder shall consist of : Bids submitted by an agent other than the manufacturer shall be accompanied by a letter certified by the manufacturer stating that the Bidder is the authorized agent of the said manufacturer for Steam Boilers for this bid. The letter of authorization should clearly state the extent of power delegated to such agent with respect to price quotation and negotiation. The principal / manufacturer is bound to honor any commitment of whatever nature made by his agent so authorized on behalf of his principal. Manufacturer's authorization(s) letter shall be furnished in accordance to the sample format of bid document. The bid shall include power of attorney authorizing the signatory of the bid to commit the bid on behalf of the bidder.
D. Submission and Opening of Bids	
ITB 23.1	Bidders shall not have the option of submitting their bids electronically.
ITB 23.1	If bidders submit their bids electronically, the electronic bidding submission procedures shall be: Not Applicable.
ITB 23.3 (c)	The inner and outer envelopes shall bear the following additional identification marks: IFB Title : - Supply & Delivery, Installation and Commissioning of Wood Fired and Diesel & Furnace Steam Boilers. IFB Notice No.: DDC/ICB/14/SB/072/073.
ITB 24.1	The address and deadline for bid submission is: Place: <i>Dairy Development Corporation, Central Office, Lainchaur, Kathmandu, Nepal</i> Date: <i>9th September 2016</i> Time: <i>12:00 hours</i>
ITB 27.1	The bid opening shall take place at: Place: <i>Dairy Development Corporation, Central Office, Lainchaur, Kathmandu, Nepal</i> Date: <i>9th September 2016</i> Time: <i>13:00 hours</i>
ITB 27.1	If electronic bid submission is permitted in accordance with ITB 22.1, the specific bid opening procedures shall be: Not Applicable.
ITB 35.1	Domestic preference : Not Applicable.
E. Evaluation, and Comparison of Bids	
ITB 36.3 (a)	The evaluation of bids will be done for individual item.
ITB 36.3 (d)	The adjustments shall be determined using the following criteria, from amongst those set out in Section III, Evaluation and Qualification Criteria: (a) Deviation in Delivery schedule: <i>NO</i> Delivery schedule. <i>90 days (As stated in Section V, Schedule of requirements).</i>

	<p>The Boilers under the invitation for bids shall be delivered at the time specified in the schedule of requirement. The delivery will be calculated for the bids at the rate of 0.05% of the Bid Price for each day of delay beyond the time specified in the Schedule of requirements within the Stipulated time, and this will be added to the total bid price for the purpose of the evaluation. No credit shall be given for early delivery and bids offering delivery beyond the acceptable range shall be treated as NON RESPONSIVE.</p> <p>(b) Deviation in payment schedule: <i>NO</i></p> <p>(c) the cost of major replacement components, mandatory spare parts and service: <i>NO</i></p> <p>(d) the availability of spare parts in Nepal and after-sales services for the equipment offered in the bid: <i>NO (Not applicable for price adjustment purpose)</i></p> <p>(e) the projected operating and maintenance costs during the life of the Boilers: <i>NO</i></p>
ITB 36.6	Bidders shall be allowed to quote the prices for Boilers
F. Award of Contract	
ITB 41.1	<p>The maximum percentage by which quantities may be increased is: 15 (Fifteen)%</p> <p>The maximum percentage by which quantities may be decreased is: 15 (Fifteen)%</p>
ITB 45.3	No application can be submitted before the Review Committee for review against the decision made by the Office Chief of the Procuring Entity (Purchaser) for the bid amount up to the equivalent value of Nepalese Rupees 20,000,000 (twenty million).
ITB 46.1	If any provisions of this document are inconsistent with Public Procurement Act (PPA), 2063 and Public Procurement Regulation (PPR), 2064 or DDC's Financial Administration Regulation, 2066, the provisions of this document shall be void to the extent of such inconstancy and the provisions of PPA, PPR and DDC's Financial Administration Regulation shall prevail.

Section III. Evaluation and Qualification Criteria

Evaluation Criteria

1. Scope:

1.1 Local Handling and Inland Transportation

Costs for inland transportation, insurance, and other incidental costs for delivery of the goods from the EXW premises, or port of entry, or border point to specified delivery site as defined in Section V, Schedule of Supply, shall be quoted in the PRICE SCHEDULE FOR RELATED SERVICES TO BE OFFERED FROM OUTSIDE AND WITHIN NEPAL provided in Section IV, Bidding Forms. These costs will be taken into account during bid evaluation.

1.2 Minor Omissions or Missing Items

Pursuant to sub-clause 30 (c) of the Instructions to Bidders, the cost of all quantifiable nonmaterial nonconformities or omissions from the contractual and commercial conditions shall be evaluated. The Purchaser will make its own assessment of the cost of any nonmaterial nonconformities and omissions for the purpose of ensuring fair comparison of Bids.

2. Multiple Contracts:

Not Applicable.

3. Technical Criteria:

The offered goods and related services shall have compliance with Technical Specifications provided in Section V.

The offered specification column of the technical Specification supported by relevant Technical Catalogues/Leaflets of the offered Boilers shall be useful for verification of such specifications.

If there is a deviation in specification of the machine proposed by the bidder from that specified in the technical specifications, then the bids shall be considered as non-responsive.

4. Economic Criteria:

4.1 Adjustment for Deviations from the Terms of Payment

Deviations from the Terms of Payment as specified in Special Conditions of Contract, Sub- Clause 15.1, are not permitted.

4.2 Adjustment for Deviations in the Delivery and Completion Schedule

Deviations from the Delivery and Completion Schedule specified in Section V, Schedule of Supply, are not permitted.

4.3 Operating and Maintenance Costs

Not Applicable.

4.5 Performance and Productivity of the Goods

Not Applicable.

4.6 Specific additional Criteria

Not Applicable.

5. Domestic Preference :(Not Applicable)

If the BDS so specifies, the purchaser will grant a margin of preference to goods manufactured in Nepal, The nationality of the manufacturer or supplier is not a condition for such eligibility. The methods and stages set forth hereunder shall be followed in the evaluation and comparison of bids. Insert **one** of the following adjustment methods.

1. For comparison, responsive bids shall be classified in one of the following three groups:
 - (a) Group A: bids exclusively offering goods manufactured in for which (i) labor, raw material, and component from within Nepal account for 30 percent or more of the EXW price of the product offered, and (ii) the production facility in which those goods will be manufactured or assembled has been engaged in manufacturing/ assembling such goods at least since the time of bid submission.
 - (b) Group B: all other bids offering goods manufactured in Nepal.
 - (c) Group C: bids offering goods manufactured outside Nepal that have been already imported or that will be directly imported.
2. The price quoted for goods in bids of groups A and B shall include all duties and taxes paid or payable on the basic materials or component purchased in the domestic market or imported, but shall exclude the value added tax and similar taxes on the finished product. The price quoted for goods in bids of group C shall be on CIF or CIP (place of destination), which is exclusive of customs duties and other import taxes already paid or to be paid.
3. In the first step, all evaluated bids in each group shall be compared to determine the lowest bid in each group. Such lowest evaluated bids shall be compared with each other and if, as a result of this comparison, a bid from group A or group B is the lowest, it shall be selected for the award.
4. If as a result of the comparison under paragraph three above, the lowest evaluated bid is a bid from group C, the lowest evaluated bid from group C shall be further compared with the lowest evaluated bid from group A after adding to the evaluated price of goods offered in the bid from group C, for the purpose of this further comparison only, an amount equal to ten (10%) percent of the CIF or CIP bid price. The lowest evaluated bid determined from this last comparison shall be selected.

Qualification Criteria

Bidder must furnish documentary evidence to demonstrate that it meets the following experience requirement(s) :

1. Experience and evidence documents	<ul style="list-style-type: none"> i. The manufacturer should have manufacturing experience at least 5 years in manufacturing of Steam Boilers. The bidders should submit at least 3 (three) evidence of FY 2011/012 to 2015/016 indicating the supply & delivery and installation of steam boilers. ii. The bidder shall furnish three user's satisfactory certificate within last 5 years who had purchased same / similar boilers from the manufacturer & offered boiler. iii. The bidder should state clearly the specifications of offered goods and submit the original catalogue with supporting technical specification of goods. iv. The bidder should submit the manufacturer's ISO : 9001 Certificate in manufacturing boilers v. The bidder/manufacturer should submit tested and inspected report/certificate of previous supplied at least one boiler (within 5 years) as per latest amended standard of their respective country. The tested and inspected report/certificate should be issued by the Government or authorized agency approved by the Government.
Average Annual Turnover and Finance	<ul style="list-style-type: none"> vi. The bidder shall have Average Annual Turnover (ATO) during last three years (FY 2013/14, 2014/015 and 2015/016) of not less than USD 0.035 Million for 600 kg./hr. Wood Fired Boiler and USD 0.058 Million for 2 TPH Diesel Steam Boiler and USD 0.093 Million for both boiler. vii. The financial ability indicating liquidity & financial strength duly certified by auditor of last 3 years (FY 2013/14 to 2015/016) and audited Balance Sheet of the bidder should be submit.
Other Requirement	<ul style="list-style-type: none"> viii. All pending claims, arbitration, or other litigation shall represent in total not more than 50 (fifty) percent of the Bidder's net worth.

Section IV. (a) Bid Submission Form

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

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

Invitation for Bid No.: *[insert No of IFB]*

To: *[insert complete name of Purchaser]*

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda No.: *[insert the number and issuing date of each Addenda];*
- (b) We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods and Related Services *[insert a brief description of the Goods and Related Services];*
- (c) The total price of our Bid, excluding any discounts offered in item (d) below, is: *[insert the total bid price in words and figures, indicating the various amounts and the respective currencies];*
- (d) The discounts offered and the methodology for their application are:

Discounts. If our bid is accepted, the following discounts shall apply. *[Specify in detail each discount offered and the specific item of the Schedule of Requirements to which it applies.]*

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

- (e) Our bid shall be valid for the period of time specified in ITB Sub-Clause 20.1, from the date fixed for the bid submission deadline in accordance with ITB Sub-Clause 24.1, 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 ofpercent of the Contract Price for the due performance of the contract.
- (g) We, including any subcontractors or suppliers for any part of the contract, have nationality from eligible countries *[insert the nationality of the Bidder, including that of all parties that comprise the Bidder, if the Bidder is a JV, and the nationality each subcontractor and supplier]*
- (h) We have no conflict of interest in accordance with ITB Sub-Clause 4.2;
- (i) Our firm, its affiliates or subsidiaries—including any subcontractors or suppliers for any part of the contract—has not been declared ineligible in accordance with ITB Sub-Clause 4.3;

- (j) The following commissions, gratuities, or fees have been paid or are to be paid with respect to the bidding process or execution of the Contract: *[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity]*

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

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

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

Signed: *[insert signature of person whose name and capacity are shown]*
 In the capacity of *[insert legal capacity of person signing the Bid Submission Form]*

Name: *[insert complete name of person signing the Bid Submission Form]*

Duly authorized to sign the bid for and on behalf of: *[insert complete name of Bidder]*

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

b. Bidder Information Form

[The Bidder shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted.]

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

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

Page _____ of _____ pages

1. Bidder's Legal Name <i>[insert Bidder's legal name]</i>
2. In case of JV, legal name of each party: <i>[insert legal name of each party in JV]</i>
3. Bidder's actual or intended Country of Registration: <i>[insert actual or intended Country of Registration]</i>
4. Bidder's Year of Registration: <i>[insert Bidder's year of registration]</i>
5. Bidder's Legal Address in Country of Registration: <i>[insert Bidder's legal address in country of registration]</i>
6. Bidder's Authorized Representative Information Name: <i>[insert Authorized Representative's name]</i> Address: <i>[insert Authorized Representative's Address]</i> Telephone/Fax numbers: <i>[insert Authorized Representative's telephone/fax numbers]</i> Email Address: <i>[insert Authorized Representative's email address]</i>
7. Attached are copies of original documents of: <i>[check the box(es) of the attached original documents]</i> <input type="checkbox"/> Articles of Incorporation or Registration of firm named in 1, above, in accordance with ITB Sub-Clauses 4.1 and 4.2. <input type="checkbox"/> In case of JV, letter of intent to form JV or JV agreement, in accordance with ITB Sub-Clause 4.1. <input type="checkbox"/> In case of government owned entity from the Purchaser's country, documents establishing legal and financial autonomy and compliance with commercial law, in accordance with ITB Sub-Clause 4.5.

C. Joint Venture Partner Information Form

[The Bidder shall fill in this Form in accordance with the instructions indicated below].

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

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

Page _____ of _____ pages

1. Bidder's Legal Name: <i>[insert Bidder's legal name]</i>
2. JV's Party legal name: <i>[insert JV's Party legal name]</i>
3. JV's Party Country of Registration: <i>[insert JV's Party country of registration]</i>
4. JV's Party Year of Registration: <i>[insert JV's Part year of registration]</i>
5. JV's Party Legal Address in Country of Registration: <i>[insert JV's Party legal address in country of registration]</i>
6. JV's Party Authorized Representative Information Name: <i>[insert name of JV's Party authorized representative]</i> Address: <i>[insert address of JV's Party authorized representative]</i> Telephone/Fax numbers: <i>[insert telephone/fax numbers of JV's Party authorized representative]</i> Email Address: <i>[insert email address of JV's Party authorized representative]</i>
7. Attached are copies of original documents of: <i>[check the box(es) of the attached original documents]</i> <input type="checkbox"/> Articles of Incorporation or Registration of firm named in 2, above, in accordance with ITB Sub-Clauses 4.1 and 4.2. <input type="checkbox"/> In case of government owned entity from the Purchaser's country, documents establishing legal and financial autonomy and compliance with commercial law, in accordance with ITB Sub-Clause 4.5.

d. Financial Situation Form

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

Financial Data for Previous 3 Years		
Year 1: FY 2013/014	Year 2: FY 2014/015	Year 3: FY 2015/016

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			
<input type="checkbox"/> 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? <ul style="list-style-type: none">• 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).			

e. 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./IRs./USD at the end of the period reported. Each Bidder or member of a JV must fill in this form.

Annual Turn over Data for latest 3 Years	
Year	Amount (in NRs/ IRs/US\$)
FY 2013/014	
FY 2014/015	
FY 2015/016	
Average Annual Turnover	

f. 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/US\$/IRs)
1		
2		
3		

Note:

The letter from the Bank must be unconditional.

g. Pending Litigation Form

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

Year	Matter in Dispute	Value of Pending Claim in NRs/US\$/IRs	Value of Pending Claim as a Percentage of Net Worth

h. Bid Security (Bank Guarantee)

[The Bank shall fill in this Bank Guarantee Form in accordance with the instructions indicated.]

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

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

Date: _____

BID GUARANTEE No.: _____

We have been informed that *[name of the Bidder]* (hereinafter called "the Bidder") has submitted to you its bid dated (hereinafter called "the Bid") for the execution of *[name of contract]* under Invitation for Bids No. *[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 *[name of Bank]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[amount in figures]* (*[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 Form, if required, or (ii) fails or refuses to furnish the performance security, in accordance with the Instructions to Bidders.

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; or (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) twenty-eight days after the expiration of the Bidder's Bid.

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

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458.

[signature(s)]

i. Manufacturer's Authorization

[The Bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer. The Bidder shall include it in its bid, if so indicated in the BDS.]

Date: *[insert date (as day, month and year) of Bid Submission]*
ICB No.: *[insert number of bidding process]*

To: *[insert complete name of Purchaser]*

WHEREAS

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

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

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

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

Title: *[insert title]*

Duly authorized to sign this Authorization on behalf of: *[insert complete name of Bidder]*

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

J(i). Price Schedules
Goods Manufactured Outside the Nepal, to be Imported

				(Group C bids, goods to be imported) Currencies in accordance with ITB Sub-Clause 15				Date: _____	
								ICB No: DDC/ICB/14/SB/072/73	
1	2	3	4	5		6	7		8
Line Item N°	Description of Goods	Make & Model No. And Country of Origin	Qty	Unit price CIP Site Delivery in accordance with ITB 15.6 (b) (i)		CIP Price per line item (Col. 4 x 5)	Price per line item for inland transportation required in Nepal to convey the Goods to their final destination specified in BDS and break down price for installation & commissioning.		Total Price per Line item (Col. 6+7)
				In Figures	In Words		In Figures	In Words	
1	Wood Fired Steam Boiler as per DDC's Specification.	Make : Model No. : Country of Origin :-	2 Sets						
2	Diesel & Furnace Oil Steam Boiler as Per DDC's Specification.	Make : Model No. : Country of Origin :-	1 Set						
Total Price									

(Attach sheet if required)

Note: i) In case of discrepancy between unit price and total, the unit price shall prevail.

Name of Bidder Signature & Seal of Bidder Date

J(ii). Price Schedules :
Goods Manufactured in Nepal

(Group A & B bids)								Date: _____		
Currencies in accordance with ITB Sub-Clause 16								ICB No: DDC/ICB/14/SB/072/73		
1	2	3	4	5		6	7		8	9
Line Item N°	Description of Goods	Make & Model No. And Country of Origin	Qty	Unit price EXW		Total EXW price per line item (Col.4 x 5)	Price per line item for inland transportation required in Nepal to convey the Goods to their final destination specified in BDS and break down price for installation & commissioning.		VAT & Other Taxes applicable in Nepal (In accordance with ITB 15.6(a)(ii)	Total Price per Line item (Col. 6+7)
				In Figures	In Words		In Figures	In Words		
1	Wood Fired Steam Boiler as per DDC's Specification.	Make : Model No. : Country of Origin :-	2 Sets							
2	Diesel & Furnace Oil Steam Boiler as Per DDC's Specification.	Make : Model No. : Country of Origin :-	1 Set							
Total Price										

(Attach sheet if required)

Note: i) In case of discrepancy between unit price and total, the unit price shall prevail.

Name of Bidder Signature & Seal of Bidder Date

PART 2 – Supply Requirements

Section V Schedule of Requirements

1. List of Goods and Delivery Schedule

The goods and related services are item wise. Bids on individual item are permitted.

Item No°	Name of Goods or Related Services	Description	Unit of Measurement	Quantity
1	Wood Fired Steam Boiler	As Per DDC's Specification.	Sets	2
2	Diesel & Furnace Oil Steam Boiler	As Per DDC's Specification.	Set	1

2. Delivery and Completion Schedule

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

Line Item N°	Description of Goods	Qty	Physical unit	Final (Project Site) Destination as specified in BDS	Delivery (as per Incoterms) Date		
					Earliest Delivery Date	Latest Delivery Date	Bidder's offered Delivery date [to be provided by the bidder]
1	Wood Fired Steam Boiler	2	Sets	Janakpur Milk Supply Scheme, Dhalkeybar – 1 Set Lumbini Milk Supply Scheme, Butwal – 1 Set	75 days after establishment of Letter of Credit	90 days after establishment of Letter of Credit.
2	Diesel & Furnace Oil Steam Boiler	1	Set	Kathmandu Milk Supply Scheme, Balaju	75 days after establishment of Letter of Credit	90 days after establishment of Letter of Credit.

Note :-

1. The complete delivery must be made at the specified delivery site within the given calendar days (above table) from the Date of establishment of L/C, in case of Foreign Bidders.
2. In the case of domestic Bidders, the L/C shall not be opened. In this case, the date of delivery shall be counted from the date of Contract Award.

Section V (a).Technical Specification for Wood Fired Steam Boiler.

- 1. Type** : Horizontal, Three Pass, Smoke Tube, Wet Back Design.
- 2. Capacity** : 600 Kg./hr. (F & A 100⁰ C)
- 3. Pressure** : 10.54 Kg / Cm²
- 4. Fuel** : Wood
- 5. Fuel Feeding** : Manually
- 6. Construction** :
 - Pressure part should be constructed with shell, furnish, smoke tubes and stay bars in rugged and fusion welded construction. Boiler should be welded to a sturdy MS base frame.
 - Combustion furnish fitted with heat resistance fire bars supported in furnish, jacketed type door frame providing primary and secondary air for efficient combustion.
 - Induced draught fan of suitable capacity designed for 200°C temperature is to be provided along with cooling device for the shaft and bearings. Fan is to be coupled by motor through V belts and pulleys.
- 7. Electricity & Control Panel** : 3 Phase, 50 Hz, 415 V AC supply, Pre-wired cable duct wiring control panel consisting of isolator switch, main MCB, all motor contactors with overload relays, timers, volt and ammeter, indication lamps, hooter, pressure switch, stack temperature controller, audio visual alarm for abnormal working condition.
- 8. Insulation** : Complete pressure parts are to be insulated with high density 50 mm (Minimum) thick mineral wool and clad in GI and duly painted.
- 9. Feed Water Pump** : Vertical Multistage Feed Water Pump – 2 Nos of matching capacity (1 Standby, 1 Running) with feed check valve, piping & accessories.
- 10. Mountings, Fittings & Auxiliaries** :
 - Main Steam Valve 1 1/2 " - 1 No.
 - Auxiliary Steam Valve 1" - 1 No.
 - Angle Type Spring Loaded Safety Valve - 2 Nos.
 - Gauge Glass (Water Level Indicator) - 1 Set
 - Blow Down Valve 1 " - 1 No
 - Steam pressure Indicator with siphon - 1 No
 - Fusible Plug - 2 Nos
 - Pressure Switch for auto operation of ID fan - 1 No
 - Mobary for automatic water level control and low water auto ID fan trip - 1 Set
 - Dry boiling safety device - 1 Pc.
 - Thermometer for flue gas - 1 Pc
- 11. Safety** :
 - Low water level alarm and trip
 - High steam pressure alarm, trip and safety valve open.
 - Very extra low level of water-fusible plug blow off.
- 12. Chimney** :
 - 30 Ft Long with suitable diameter, bottom 10 Ft should be fabricated from 5.00 mm thick MS and remaining part from 3.5mm thick MS.

- 13. Air Pre-Heater** : Suitable capacity air pre-heater complete with all required accessories to heat the ambient air to 80 to 100⁰ C.
- 14. Water Pre-Heater** : Suitable capacity water pre-heater to heat feed water up to 70 to 90⁰ C with all required accessories.
- 15. Multi Cyclone Dust Collector** : Suitable capacity multi cyclone dust collector to be fitted at the exhaust.
- 16. Water Softener** : Suitable capacity water softener for the treatment of feed water.
- 17. Feed Water Tank** : Feed water tank of 1000 Liter capacity fabricated from 5 mm MS sheet with supports.
- 18. Installation & Commissioning** : Complete installation and commissioning of the boiler should be carried by the bidder/manufacturer. However Electrical cable up to the control panel, connection of steam in the main steam valve, connection of raw water pipeline in the suction port of vertical multistage pump, drain and safety valve discharge piping will be done by DDC.
- 19. Spare Parts** : The following spare parts should be included with each set of boiler :
 - Mobary Controller - 2 Pcs
 - Shaft seal kit for multistage feed water pump - 2 Sets
 - Manhole Gasket - 2 Pcs
 - Gauge glass - 2 Pcs
- 20. Warranty** : One year from the date of commissioning
- 21. Standard / Certification** : The boiler should be manufactured, tested and inspected in accordance with latest amended standard of the bidders/manufacturer respective country boiler standard and the report should be submitted along with the dispatch of the Boiler.
- 22. Performance Test** :
 - Check the overall functioning of the boiler
 - Check physical damage if any
 - Check the electrical and safety system of the boiler
 - Check as per specification parameters.

Section V (b).Technical Specification for Diesel & Furnace Oil Steam Boiler

1. **Type** : Horizontal, Three Pass, Smoke Tube, Wet Back Design.
2. **Capacity** : 2 TPH (F & A 100⁰ C)
3. **Pressure** :
Design Steam Pressure 10.54 Kg/Cm² (g)
Test Pressure As per standard.
4. **Fuel** : Diesel & Furnace Oil Both
5. **Thermal Efficiency** : The boiler should be designed and constructed to generate steam at efficiency of 89% on net calorific value (NCV) basis for HSD. Efficiency shall be in Indirect method.
6. **Construction** -
 - a. Boiler should be horizontal, shell type fully packaged 3- pass smoke tube design, automatically controlled.
 - b. Flue gases should pass through the furnace (first pass) whereas second and third passes should be formed by nests of smoke tubes. At the end of the furnace the flue gas reverses into second pass tubes.
 - (i) The boiler shall be complete with all mountings, accessories, controls, safety etc.
 - (ii) Boiler construction should be constructed in accordance with the latest revision of Boiler Regulations Act of bidder's respective country and in conformity with AOTC requirements for unattended boilers. All materials used should be approved and tested as per relevant existing codes. All the welded joints should be as per code requirement.
 - (iii) The boiler should be of modern compact design.
 - (iv) The fire tubes in the tubes nest should be plain & straight without any restriction or bends inside. These tubes should be easily accessible both from inside as well as outside for inspection and maintenance. These tubes are to be tightly expanded in the tube plate and seal welded. The required number of stay tubes and stay bars are to be fitted the boiler. The stay tubes should be seamless & strength-welded to tube plates.
 - (v) All working parts of the boiler should be accessible for ease of inspection and maintenance. On the shell, one elliptical man door and on tube plate one mud hole must be provided. Access to the combustion chamber should be through bolted refractory lined access door whereas tube nest should be exposed through hinged mounted front door.
 - (vi) Boiler front door should be lined with ceramic fiber blanket with SS sheeting on the tube side of the door.
 - (vii) A ladder should be provided for easy access to the top of the boiler.
 - (viii) Boiler and accessories should be mounted on a single base frame. Individual systems such as feed water pump etc. may be on separate base plates welded to the boiler base frame.
7. **Burner/ Combution System** This system should consists of a forced draft combustion air blower with motor, mechanical atomizer burner assembly, photocell operated safety device, ignition electrodes, transformers, etc. Burner assembly shall be

bolted on combustion chamber and that the burner is lit only when the entire burner assembly is fitted and is in a closed position, ready for operation. Pressure jet atomisation should be provided. Spring loaded explosion door & fusible plug provided for ultimate safety.

Burner should be mono-bloc type. It should be built in electric heating system and oil pump & suitable for firing in FO and HSD both.

8. Electricity & Control Panel

: 3 Phase, 415 V \pm 6%, 50 HZ \pm 3% AC Supply.

The pre wired control panel must be a part and parcel of a boiler package. It should contain all necessary switch, starters, auxiliary contactors, relays, fuses, rotary switches, indicating lamps, isolator, hooters with programmer and combustion safety relay (safety alarms/interlocks and burner management system) and is to be mounted on the boiler.

It should be complete with all necessary electrical cabling from the control panel till burner / FW pumps etc. Power cables shall be 1100 V grade, PVC insulated & PVC overall sheathed. Control cables shall be multi-strand copper conductors of minimum 2.5 sq.mm. All motors shall conform to squirrel cage induction motors, TEFC, IP-55, class 'F' insulation.

9. Insulation

: The shell of the boiler should be insulated with Light Resin Bonded Rock Wool (Density minimum 100 Kg/m³) of 100mm thick (Minimum) and clad in GI/ Aluminium and duly painted.

10. Feed Water Pump

: Three Phase, Vertical Multistage Centrifugal Feed Water Pump (Capable of using feed water up to 120⁰C with all SS internal parts) -2 Nos mounted on the boiler frame (1 Standby, 1 Running) with interconnected pipe work, valves, feed check valves & accessories.

11. Mountings, Fittings& Auxiliaries

- :
 - Main Steam Valve - 1 No
 - Auxiliary Steam Valve - 1 No
 - Angle Type Spring Loaded Safety Valve - 2 Nos
 - Sight Glass Assembly - 1 Set
 - Blow Down Valve (Manual & Automatic) - 1 Set
 - Steam pressure indicator with siphon - 1 No
 - Fusible Plug - 2 Nos
 - Pressure Switch - 3 Nos
 - Mobary for automatic water level control and low water - 2 Sets
 - Drain valve for water level controller - 2 Nos
 - Isolating valve for water level controller - 2 Nos
 - Thermometer for flue gas - 1 Pc
 - Isolating valve for pressure switches and pressure gauge - 2 Nos

12. Safety

- :
 - Interlocking of the feed water pumps and water level in the boiler
 - Low oil pressure switch- To trip burner with audio visual alarm
 - Indicating lamps/ Audio alarm to be provided for the following parameters
 - Low water level in the boiler
 - Burner flame failure

- Feed water pumps failure
 - Damper closed position
 - Pressure switch should be provided for burner interlock
 - Photo resistant cell - Flame failure and audio visual alarm
 - Temperature controller - To control oil temperatures in burner heater before nozzle with audio visual alarm and burner trip
 - Very extra low level of water-fusible plug blow off.
 - Pressure switch- For firing positions of burner and limit pressure
 - Sequence controller- To control sequence of firing, pre-purging etc.
- 13. Water Softener** : Suitable for 2 TPH boiler and 60000 per regeneration.
- 14. Blow Down** : Manual & TDS based Automatic Blow down Control System based on conductivity principle with pneumatically actuated valve for control of TDS level within the boiler shell. This system should be installed in parallel to the manual blow down valve.
- 15. Steam Consumption Meter** : Vortex Type Steam Flow meter, Flanged connection, Max Steam Flow Rate – 2000 Kg/hr, Max operating Pressure – 10.54 kg/cm², Medium – Saturated Steam. Make – Yokogawa/ Krohne/ E & H with fittings to be placed in main steam line.
- 16. Oil Flow Meter** : Oval Gear Type Flow meter, Flanged connection, MOC – SS, Flow Rate – 300 to 600 LPH, 8 digit, 10mm high character, Make – Oval Corporation Japan, Flowpet EG or Equivalent European Brand with fittings to be placed in the fuel line.
- 17. Chimmeny**
- Self supported cylindrical chimney suitable for 2 TPH steam boiler complete with monkey ladder, chimney hood, lightening arrester, aviation lamp, GI earthing strips, earth Pit & ducting between boiler and chimmeny:
- | | |
|----------------------|--|
| MOC | - MS |
| Shell Thickness | - 6mm |
| Base plate thickness | - 25mm |
| Chimney Height | - 11000mm (Vertical) |
| Ducting | - Ducting between boiler and chimmeny approximately 4000mm long |
| Chimney Diameter | - To be provided by bidder. |
| Monkey Ladder: | |
| Vertical Member | - 65x65 ASA and horizontal member 20mm dia steel rod. |
| Horizontal Member | - 20mm dia steel rod. |
| Safety Guard | - Suitable ring made out of 50 x 5mm MS flat. |
| Foundation Bolt | - 22 Dia MS rod x 1500mmlong with double Nut M22 & washer |
| Earthing Strip | - GI strips 25 x 6 |
| Paint | - Two coats of red oxide and two coats of heat resisting silver paint. |
- 18. Installation & Commissioning** : Complete installation and commissioning of the boiler should be carried by the bidder/manufacturer. However Electrical cable up to the control panel, connection of steam in the main steam valve, connection of raw

water pipeline in the suction port of vertical multistage pump , drain and safety valve discharge piping will be done by DDC.

19. Spare Parts

- : The following spare parts should be included with one set of boiler:
 - Switch for Mobarly Controller - 2 Pcs
 - Shaft seal kit for multistage feed water pump - 2 Sets
 - Check valve for feed water - 2Pcs
 - Manhole Gasket - 5 Pcs
 - Gauge glass - 2 Sets
 - Nozzles - 2 Sets
 - Photo cell - 2 Pcs
 - Ignition Electrode - 2Sets
 - Solenoid Valve with coil - 2 Pcs
 - Sequence Controller - 1 Pc

20. Standard/Certification

- : The boiler should be manufactured, tested and inspected in accordance with latest amended standard of the bidders/manufacturer respective country boiler standard and the report should be submitted along with the dispatch of the Boiler. The manufacturer should also have a valid ISO 9001 certification for manufacturing boiler.
The bidder should also get the boiler certified in Nepal.

21. Emission Standard

- : The Boiler should be capable of meeting applicable latest Nepal Emission Standard for boiler.

22. Warranty

- : One year from the date of commissioning.

23. Performance Test

- :
 - Check the overall functioning of the boiler.
 - Check physical damage if any.
 - Check the electrical and safety system of the boiler.
 - Check the efficiency of boiler
 - Check as per specification parameters.

Note:

Size for Boiler : This new proposed boiler is a replacement of one old boiler at Balaju plant, therefore the bidders are requested to visit the site at Kathmandu Milk Supply Scheme, Balaju. The boiler shell, burner assembly, servicing of burners and cleaning of tubes should accommodate in the space provided by DDC.

Please note that DDC will not build or provide extra or other space for this boiler.

Valves: All valves of the proposed steam boiler should be of glandless piston valve.

Section V (c) Drawings

Not Applicable

PART 3 – Conditions of Contract and Contract Forms

Section VI. General Conditions of Contract

1. Definitions

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

- (a) “Contract” means the Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
- (b) “Contract Documents” means the documents listed in the Agreement, including any amendments thereto.
- (c) “Contract Price” means the price payable to the Supplier as specified in the Agreement, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.
- (d) “Day” means calendar day.
- (e) “Delivery” means the transfer of the Goods from the Supplier to the Purchaser in accordance with the terms and conditions set forth in the Contract.
- (f) “Completion” means the fulfillment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.
- (g) “GCC” means the General Conditions of Contract.
- (h) “GoN” means the Government of Nepal.
- (i) “Goods” means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Purchaser under the Contract.
- (j) “Purchaser’s Country” is the country of Nepal .
- (k) “Purchaser” means the entity purchasing the Goods and Related Services, as specified in the SCC.
- (l) “Related Services” means the services incidental to the supply of the goods, such as insurance, installation, training and initial maintenance and other similar obligations of the Supplier under the Contract.
- (m) “SCC” means the Special Conditions of Contract.
- (n) “Subcontractor” means any natural person, private or government entity, or a combination of the above, including its legal successors or permitted assigns, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.
- (o) “Supplier” means the natural person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Agreement, and includes the legal successors or permitted assigns of the Supplier.
- (p) “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 Public Procurement Act, 2063 requires that public Entities, Bidders, Suppliers, Contractors and consultant under Public contract to serve the highest standard of ethics during the procurement and execution of such contract.
- 3.2 If the Purchaser determines at any time that the Supplier has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing the Contract, then the Purchaser may, after giving 15 days notice to the Supplier, terminate the Supplier's employment under the Contract and the provisions of Clause 34.1 shall apply.
- (a) 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, of anything of value to influence the action of a public official in the procurement process or in contract execution; and
- (ii) "fraudulent practice" means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;
- (iii) "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of the Borrower, designed to establish bid prices at artificial, non competitive levels; and;
- (iv) "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract;
- (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 GoN investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
- (bb) acts intended to materially impede the exercise of the GoN 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, on the recommendation of the Purchaser, Public Procurement Monitoring Office may **blacklist** a Bidder/Supplier for its conduct for a period of one (1) to three (3) years including on the following grounds and seriousness of the act committed by the bidder:
- (a) if it is established that the Supplier has committed acts specified in ITB 3.2,
- (b) if it is established later that the Bidder has committed substantial defect in implementation of the contract or has not substantially fulfilled its obligations under the contract or the completed work is not of the specified quality as per the contract.
4. **Interpretation**
- 4.1 If the context so requires it, singular means plural and vice versa.
- 4.2 Incoterms
- (a) The meaning of any trade term and the rights and obligations of parties thereunder shall be as prescribed by Incoterms.

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

4.3 Entire Agreement

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

4.4. Amendment

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

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

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

6. Joint Venture, Consortium or Association

6.1 Unless otherwise specified in the SCC, if the Supplier is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the Purchaser for the fulfillment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the joint venture, consortium, or association. A bidder can submit only one bid either as a partner of the joint venture or individually. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the Purchaser.

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 the Nepal, unless otherwise specified in the SCC.
- 9. Settlement of Disputes** 9.1 The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
- 9.2 If the parties fail to resolve such a dispute or difference by mutual consultation within thirty (30) days from the commencement of such consultation, either party may require that the dispute be referred for resolution to the formal mechanisms **specified in the SCC**.
- 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 Supply**.
- 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 **32.1**, 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 Supply. The details of shipping and other documents to be furnished by the Supplier **are specified in the SCC**.
- 12. Supplier's Responsibilities** 12.1 The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with GCC Clause **10**, and the Delivery and Completion Schedule, as per GCC Clause **11**.
- 13. Purchaser's Responsibilities** 13.1 Whenever the supply of Goods and Related Services requires that the Supplier obtain permits, approvals, and import and other licenses from public authorities of Nepal, the Purchaser shall, if so required by the Supplier, make its best effort to assist the Supplier in complying with such requirements in a timely and expeditious manner.
- 13.2 The Purchaser shall pay all costs involved in the performance of its responsibilities, in accordance with GCC Sub-Clause **13.1**.
- 14. Contract Price** 14.1 The Contract Price shall be as specified in the Agreement subject to any additions and adjustments thereto, or deductions there from, as may be made pursuant to the Contract.
- 14.2 Prices charged by the Supplier for the Goods delivered and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any price adjustments authorized in the SCC.
- 15. Terms of Payment** 15.1 The Contract Price shall be paid as specified in the SCC.
- 15.2 The Supplier's request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed, and by the documents submitted pursuant to GCC Clause 11 and upon fulfillment of all the obligations stipulated in the Contract.
- 15.3 Payments shall be made promptly by the Purchaser, no later than thirty (30) days after submission of an invoice or request for payment by the Supplier, and the Purchaser has

accepted it.

15.4 The currency or currencies in which payments shall be made to the Supplier under this Contract shall be as specified in the SCC.

15.5 In the event that the Purchaser fails to pay the Supplier any payment by its due date or within the period set forth in the GCC 15.3, the Purchaser shall pay to the Supplier interest on the amount of such delayed payment at the rate shown in the SCC, for the period of delay until due payment has been made.

16. Taxes and Duties

16.1 For goods supplied from outside Nepal, the Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside Nepal. However, Tax deduction at source shall be applied as per taxation laws of Nepal.

16.2 For goods supplied from within the Nepal, the Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser. Tax deduction at source shall be applied as per taxation law of Nepal.

16.3 If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in Nepal, the Purchaser shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.

17. Performance Security

17.1 The Supplier shall, within fifteen (15) days of the receipt of notification of Contract award, provide a Performance Security for the due performance of the Contract in the amounts and currencies specified in the SCC.

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

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

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

18. Copy right

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

19. Confidential Information

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

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

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

- (a) the Purchaser or Supplier need to share with the Donor 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. Sub-contracting

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

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

21. Specifications and Standards

21.1 Technical Specifications and Drawings

- (a) The Supplier shall ensure that the Goods and Related Services comply with the technical specifications and other provisions of the Contract.
- (b) The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser.
- (c) The Goods and Related Services supplied under this Contract shall conform to the standards mentioned in Section V, Schedule of Supply and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the country of origin of the Goods.

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 Supply. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with GCC Clause 32.

22. Packing and Documents

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

- 22.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in the SCC, and in any other instructions ordered by the Purchaser.
- 23. Insurance** 23.1 Unless otherwise specified in the SCC, the Goods supplied under the Contract shall be fully insured, in a freely convertible currency from an eligible country, against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery, in accordance with the applicable Incoterms or in the manner **specified in the SCC**.
- 24. 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 Supply.
- 25. Inspections and Tests** 25.1 The Supplier shall at its own expense and at no cost to the Purchaser carry out all such tests and/or inspections of the Goods and Related Services as are specified in Sections V, Schedule of Supply.
- 25.2 The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the final destination of the Goods, or in another place in Nepal as **specified in the SCC**. Subject to GCC Sub-Clause 25.3, if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.
- 25.3 The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC Sub-Clause **25.2**, provided that the Purchaser bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.
- 25.4 Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Purchaser. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Purchaser or its designated representative to attend the test and/or inspection.
- 25.5 The Purchaser may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications, codes and standards under the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impedes the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.
- 25.6 The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.
- 25.7 The Purchaser may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Purchaser, and shall repeat the test and/or inspection, at no cost to the Purchaser, upon giving a notice pursuant to GCC Sub-Clause **25.4**.
- 25.8 The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Purchaser or its representative, nor the issue of any report pursuant to GCC Sub-Clause **25.6**, shall release the Supplier from

any warranties or other obligations under the Contract.

26. Liquidated Damages

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

27. Warranty

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

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

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, or for eighteen (18) months after the date of shipment or loading in the country of origin, whichever period concludes earlier.

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

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

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

28. Patent Indemnity

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

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

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

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

plant, or materials not supplied by the Supplier, pursuant to the Contract.

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

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

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

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

29. Limitation of Liability

29.1 Except in cases of gross negligence or willful misconduct :

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

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

30. Change in Laws and Regulations

30.1 Unless otherwise specified in the Contract, if after the date of the Invitation for Bids, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in the place of Nepal where the Site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with GCC Clause 14.

31. Force Majeure

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

31.2 For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due

to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

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

32. Change Orders and Contract Amendments

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

- (a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
- (b) the method of shipment or packing;
- (c) the place of delivery; and
- (d) the Related Services to be provided by the Supplier.

32.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery and Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be asserted within thirty (30) days from the date of the Supplier's receipt of the Purchaser's change order.

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

33. Extensions of Time

33.1 If at any time during performance of the Contract, the Supplier or its Subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services pursuant to GCC Clause 11, the Supplier shall promptly and 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 Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.

33.2 Except in case of Force Majeure, as provided under GCC Clause **31**, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause **26**, unless an extension of time is agreed upon, pursuant to GCC Sub-Clause **33.1**.

34. Termination

34.1 Termination for Default

- (a) The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part:
 - (i) if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 33;
 - (ii) if the Supplier fails to perform any other obligation under the Contract; or

- (iii) if the Supplier, in the judgment of the Purchaser has engaged in fraud and corruption, as defined in GCC Clause 3, in competing for or in executing the Contract.
- (b) In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 34.1(a), the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Purchaser for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

34.2 Termination for Insolvency.

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

34.3 Termination for Convenience.

- (a) The Purchaser, by notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.
- (b) The Goods that are complete and ready for shipment within twenty-eight (28) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:
 - (i) to have any portion completed and delivered at the Contract terms and prices; and/or
 - (ii) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier.

35. Assignment

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

Section VII. Special Conditions of Contract.

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

- GCC 1.1(k)** The Purchaser is: *Dairy Development Corporation, Central Office, Lainchaur, Kathmandu, Nepal.*
- GCC 1.1 (p)** The Site is: *Kathmandu Milk Supply Scheme, Balaju
Lumbini Milk Supply Scheme, Butwal
Janakpur Milk Supply Scheme, Dhalkeybar*
- GCC 4.2 (b)** The version of Incoterms shall be: **Incoterms 2010**
- GCC 5.1** The language shall be: *English*
- GCC 6.1** The individuals or firms in a joint venture, consortium or association “**shall**” jointly and severally liable.
- GCC 7.1** For **notices**, the Purchaser’s address shall be:
Name and Address of the Purchaser:
**Dairy Development Corporation,
Central Office, Lainchaur,
Kathmandu, Nepal.**
Telephone number: + **977-01-4411710**
Facsimile number: + **977-01-4417215**
e-mail Address: **info@dairydev.com.np**
- GCC 8.1** The governing law shall be the law of: **Nepal**
- GCC 9.2** The terms of the remuneration of either the Adjudicator or each of the three members, including the remuneration of any expert whom the Adjudicator or DB may consult, shall be mutually agreed upon by the Parties when agreeing the terms of appointment and each party shall be responsible for paying one-half of this remuneration and associated costs.
- Within 30 days after receiving dispute reference, or within such other period as may be proposed by the Adjudicator or DB and approved by both Parties, the Adjudicator or DB shall give its decision, with reasons. The decision shall be binding on both Parties, who shall promptly give effect to it unless and until it shall be revised in an amicable settlement or an arbitral award as described below.
- If either Party is dissatisfied with the Adjudicator or the DB’s decision, then either Party may, within 30 days after receiving the decision, give notice to the other Party of its dissatisfaction and intention to commence arbitration.. The Arbitration proceedings shall be as follows:
- “In case of dispute between the Purchaser and the Supplier who is national of Nepal, the dispute shall be referred to arbitration in accordance with the rules of Nepal Council of Arbitration.”**
- “In the case of a dispute between the Purchaser and the Foreign Supplier, the dispute shall be settled by arbitration in accordance with the provisions of the United Nations Commission on International Trade Law (UNCITRAL) Arbitration Rules.”
- GCC 10.1** The Scope of Supply shall be defined in: **Section V, Schedule of Supply.**

GCC 11.1

Details of shipping and documents to be furnished by the Supplier shall be:

“For Goods supplied from abroad as per Incoterms CIP:

Upon shipment, the Supplier shall notify the Purchaser and the Insurance Company by fax the full details of the shipment, including Contract number, description of Goods, quantity, the vessel, the bill of lading number and date, port of loading, date of shipment, port of discharge, etc. The Supplier shall send the following document to the Purchaser, with a copy to the Insurance Company:

- a) Copies of the Supplier’s invoice showing the description of the Goods, quantity, unit price, and total amount;
- b) Original and copies of the negotiable, clean on-board, bill of lading or consignment notes (truck receipt) marked “freight prepaid” and copies of non-negotiable bill of lading/consignment notes;
- c) Copies of the packing list identifying contents of each package;
- d) Insurance certificate;
- e) Manufacturer’s or Supplier’s warranty certificate;
- f) Inspection certificate, issued by any one of the Govt. Agency/SGS/VERITAS/ LLOYDS/CROWN AGENT stating the quantity and quality with packaging details as per specifications to be submitted by the supplier ; and
- g) certificate of origin.

The Purchaser shall receive the above documents at least one week before arrival of the Goods at the port or place of arrival and, if not received, the Supplier will be responsible for any consequent expenses.

For Goods from within the Purchaser’s country as per Incoterm EXW: Upon delivery of the Goods to the transporter, the Supplier shall **notify** the Purchaser and send the following documents to the Purchaser:

- a) copies of the Supplier’s invoice showing the description of the Goods, quantity, unit price, and total amount;
- b) delivery note/airway/railway receipt/ or truck receipt;
- c) Manufacturer’s or Supplier’s warranty certificate;
- d) Inspection certificate, issued by any one of the Govt. Agency/SGS/VERITAS/ LLOYDS/CROWN AGENT stating the quantity and quality with packaging details as per specifications to be submitted by the supplier ; and
- e) certificate of origin.

The Purchaser, shall receive the above documents before the arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses.

GCC 14.2

The price adjustments shall be: **Not Applicable**

GCC 15.1

The method and conditions of payment to be made to the Supplier under this contract shall be as follows:

A. Payment for Goods supplied from abroad : Payment for Goods supplied from abroad shall be made as follows, through Letter of Credit (LC). LC shall be opened for the value of goods.

(i) **On Shipment:** Seventy (70) percent of the Contract Price of the Goods shipped shall be paid through irrevocable confirmed letter of credit opened in favor of the Supplier in a bank in its country, upon submission of documents specified in SCC Clause no.11.1.

(ii) **After handover :** Thirty (30) percent of the Contract Price of Goods shall be paid within thirty (30) days after installation & commissioning and handover the complete plant of total contracted quantity.

B. Payment for Goods and Services supplied from within Nepal : Payment for Goods supplied from within Nepal shall be made in Nepalese Currency through cheque as follows:

(i) **On Delivery:** Seventy (70) percent of the value of goods shall be paid on receipt of the Goods and upon submission of the documents specified in SCC Clause no. 11.1.

(ii) **After Handover:** Thirty (30) percent of the Contract Price of Goods shall be paid to within thirty (30) days after installation & commissioning and handover the complete plant of total contracted quantity.

C. Transportation and Installation & Commissioning Charges : Transportation and Installation & Commissioning charges shall be paid only after successful delivery & handover of the goods after commissioning of the plant at final destination. Any payment to local agent shall be paid in Nepalese Currency only on the recommendation of Bidder .

Payments shall be made against the handing over by the Supplier of the following documents:

- As regards to the LC opening mentioned above: an official request letter to the Purchaser.
- As regards the installment mentioned above : all documents described and listed in above.
- As regards the final installment mentioned above: a certificate from the Purchaser to the Supplier acknowledging that the goods have been accepted by the Purchaser. In order to release the performance bond/Bank Guarantee, a letter will be sent by the Purchaser to the Supplier acknowledging that the Supplier has fulfilled his obligations as to the Warrantee and/or Guarantee for the goods.

(i) Liquidated damages, short fall of goods and any other charges payable to DDC shall be deducted at the time of the last balance payment.

(ii) DDC shall intimate the supplier about the establishment of LC and it shall be the responsibility of the supplier to contract the corresponding bank and obtain the LC and inform DDC on any discrepancies and request for amendment immediately.

NB :- (a) LC confirmation charge and any other LC expenses incurred outside Nepal should be borne by the supplier.

(b) Complete dispatch documents should be sent to DDC by courier service as soon as possible.

- GCC 15.4** The currencies for payments shall be: **Currency/ies of Contract.**
- GCC 15.5** The interest rate that shall be applied for payment delay is: ***Not Applicable***
- GCC 16** Taxes and Duties:
1. The foreign Supplier shall be responsible for all duties and taxes imposed until the delivery of Goods to the Purchaser outside Nepal
 2. The local Supplier shall be responsible for all duties, taxes, license fees etc. incurred until delivery of the contracted Goods to the Purchaser.
- GCC 17.1** The Supplier shall provide a Performance Security of five (5) percent of the Contract Price having validity period of One Year and the supplier shall promptly extend the validity suitably to cover agreed extension of the warranty period of the supplied goods. The Performance Security shall be denominated in the following amounts and currencies: **Currency/ies of Contract.**
- GCC 17.3** The types of acceptable Performance Securities are:
A bank guarantee issued by a reputable bank located in the Purchaser's country or abroad, acceptable to the Purchaser, in the format included in Section VIII, Contract Forms. Performance Security issued by foreign Bank must be counter – guaranteed by a "A" class commercial Bank in Nepal.
- GCC 22.2** The packing, marking, and documentation within and outside the packages shall be: Weight, size, Contract No., Purchaser's name and address, Supplier's name and address, Letter of credit No., Destination, CIF Port of Entry in bond to Nepal (if applicable), hoisting points for lifting shall be clearly painted outside the packing in indelible ink/paint.
- GCC 23.1** The insurance coverage shall be in accordance with:
- a) The supplier must insure the goods in an amount equal to 110 percent of the CIP price of the goods from "Warehouse" to "Warehouse" on "All Risks" basis, including War Risks, Arson and Strikes clauses, and shall have:
 - (i) Coverage for all items against marine/air/inland transportation, transit and other risks
 - (ii) Coverage to allow complete replacement of any item lost or damaged;
 - b) Supplier shall:
 - (i) Initiate and pursue any claims; and,
 - (ii) Promptly make arrangements for repair or replacement of any damaged items.
- GCC 24.1** Obligations for transportation of the Goods shall be in accordance with:
The responsibility for transportation of goods shall be in accordance with Incoterms. The supplier is required under the contract to transport the Goods to the place of final destination specified in Section V, Schedule of Requirements, defined as the site. Transport to such place of destination in the Purchaser's country including insurance and storage, as specified in the contract, shall be arranged by the supplier, and related costs shall be included in the contract price.

- GCC 25.2** Inspection and tests the Purchase requires :-
- Inspection of goods as per Technical Specification & trial operation of the machine to the satisfaction of DDC shall be carried out by a technical team appointed by DDC, Central Office. In case of minor discrepancies of the supplied goods in Technical Specification, DDC may accept such goods with deduction in price not at the cost of quality and inferior operation.
- GCC 26.1** The applicable rate of liquidated damages shall be: *0.05 percent of the Contract Price per day.*
- GCC 26.1** The maximum amount of liquidated damages shall be: Ten (10) percent of the Contract Price.
- GCC 27.3** The period of validity of the Warranty shall be: 12 months from the date of installation & commissioning.
- GCC 27.5** The Supplier shall correct any defects covered by the Warranty within :
Thirty (30) days of being notified by the Purchaser of the occurrence of such defects

Letter of Intent
[on letterhead paper of the Purchaser]

.....*[insert date]*.

To: *[insert name and address of the Contractor]*

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

This is to notify you that, it is our intention to award the contract *[insertdate]* for execution of the
. . . . *[insert.name of the contract and identification number]* to you as your bid price *[insert
currency and .amount in figures and words]*, as corrected and modified in accordance with the Instructions to
Bidders is hereby selected as substantially responsive lowest evaluated bid.

Authorized Signature:

Name:

Title:

CC:

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

[Notes on Letter of Intent

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

Letter of Acceptance

[on letterhead paper of the Employer]

..... *date*

To: *name and address of the Supplier*

Subject: **Notification of Award**

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

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

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

Authorized Signature:

Name and Title of Signatory:

Section VIII. Contract Forms

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

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

On behalf of the Purchaser

Name :

Signature:

Designation:

Seal:

On behalf of the Supplier

Name :

Signature:

Designation:

Seal:

Performance Security Form

Date:

To: *[name of Purchaser]*

[address of Purchaser]

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

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

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

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

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

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

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

Signature and seal of the Guarantors

[name of bank]

[address]

[date]