



## BIDDING DOCUMENT

(Based on Standard Bidding Document for Procurement of Goods under National Competitive Bidding process prescribed by Public Procurement Monitoring Office, Tahachal, Kathmandu, July 2010)

For

### SUPPLY, DELIVERY AND INSTALLATION OF UV-VISIBLE SPECTROPHOTOMETER

Local Competitive Bidding (NCB)  
IFB No. DOC/05 -073/74

Issued on:

Bid Document issued to: .....

Purchaser: Department of Customs, Ministry of Finance,  
Government of Nepal

Office Address: Tripureshwor, Kathmandu, Nepal

Telephone: 4259942

Fax: 4259808

Email: info@customs.gov.np

Web page: www.customs.gov.np



Invitation for Bids

Government of Nepal  
Ministry of Finance  
DEPARTMENT OF CUSTOMS  
Invitation for Bids

First Date of Publication: 19 March 2017

1. Ministry of Finance, Department of Customs invites sealed bids from eligible bidders for the following laboratory equipment to be installed within 6 months, DDP Department of Customs, Kathmandu:

NCB Number	Name of NCB	Bid Security (NRs)
DOC/05 -073/74	Supply, Delivery and Installation of UV-visible spectrophotometer	72461.25

2. Bidding will be conducted following the National Competitive Bidding (NCB) procedures specified in the Public Procurement Act 2063 and Public Procurement Regulations 2064.
3. The Bidder must have a valid license, updated tax and VAT clearance, without conflict of interest, without a history of non-performing contracts, suspension and litigation to qualify. Bidders are advised to refer to the qualifications requirements specified in the bidding document.
4. Interested eligible Bidders may obtain further information from the Purchaser's address given below during office hours up to 17 April 2017. The bidding documents are available for inspection and downloading at <<http://www.customs.gov.np/>> or at <<https://www.gepson.gov.np/>>.
5. A pre-bid conference is scheduled at 11:00 hours on 07 April 2017 at the Purchaser's office.
6. The bidding documents are available at the Purchaser's office up to 17 April 2017 within office hours against an application together with a copy of the bank deposit voucher on deposition of NRs 3,000 into the Government's Revenue Account Number: 1-1-001, Office Code number: 27-305-01, Revenue Heading number: 14227 with Rastriya Banijya Bank, Teku, Kathmandu. If so requested, the bidding documents can also be sent by courier to the prospective Bidder upon payment of additional fee of NRs 3,000. However, the Purchaser will not be responsible for delay or non-delivery of the documents sent in this manner.
7. Bids must be valid for 90 days and must be accompanied by bid security in the form of Bank Guarantee equal to amount as tabulated above valid for 120 days from the bid submission deadline.
8. Sealed bids must be delivered to the Purchaser's address on or before 12:00 hours on 18 April 2017. Electronic bidding is permitted only through E-procurement section of Public Procurement Monitoring Office's website <<https://www.gepson.gov.np/>> up to the same deadline. Late bids will be rejected. If the bid submission deadline or the opening date falls on a government holiday, the deadline shall be extended to the next working day.
9. Bids will be publicly opened at the Purchaser's office at 14:00 hours on 18 April 2017 in the presence of the bidders' designated representative who chooses to attend.
10. The Purchaser reserves the right to accept or reject, wholly or partly any or all the bids without as; signing any reason, whatsoever.



**Abbreviations**

BDS	Bid Data Sheet
BD	Bidding Document
DCS	Delivery and Completion Schedule
DP	Development Partner
EQC	Evaluation and Qualification Criteria
GCC	General Conditions of Contract
GoN	Government of Nepal
ICC	International Chamber of Commerce
IFB	Invitation for Bids
Incoterms	International Commercial Terms
ITB	Instructions to Bidders
LGRS	List of Goods and Related Services
DOC	Department of Customs
NCB	National Competitive Bidding
PAN	Permanent Account Number
PPMO	Public Procurement Monitoring Office
SBD	Standard Bidding Document
SBQ	Schedule of Bidder Qualifications
SCC	Special Conditions of Contract
SR	Schedule of Requirements
TS	Technical Specifications
UNCITRAL	United Nations Commission on International Trade Law
VAT	Value Added Tax

**Section I: Instructions to Bidders**

**A. General**



- (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/DP investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
    - (bb) Acts intended to materially impede the exercise of the GoN's/DP's inspection and audit rights provided for under sub-clause 3.5 below.
  - (b) will reject bid(s) if it determines that the bidder has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
  - (c) will sanction a firm or individual, including declaring ineligible, for a stated period of time, to be awarded a GoN/DP-financed contract if it at any time determines that the firm has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for, or in executing, a GoN/DP-financed contract.
- 3.2 The Bidder shall not carry out or cause to carry out the following acts with an intention to influence the implementation of the procurement process or the procurement agreement :
- (a) give or propose improper inducement directly or indirectly,
  - (b) distortion or misrepresentation of facts,
  - (c) engaging in corrupt or fraudulent practice or involving in such act,
  - (d) interference in participation of other competing 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 Without prejudice to any other rights of the Purchaser under the related laws, GoN may **blacklist** a Bidder for its conduct for a period of one (1) to three (3) years on the following grounds and seriousness of the act committed by the bidder:

- (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
- a Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the goods and services that are the subject of the bid.
- 4.4 A Bidder that is under a declaration of ineligibility by the GoN/DP, at the date of the deadline for bid submission or thereafter, shall be disqualified.
- 4.5 A GoN-owned enterprise may also participate in the bid if it is legally and financially autonomous, it operates under commercial law, and it is not dependent agency of the Purchaser.
- 4.6 Bidders shall provide such evidence of their continued eligibility satisfactory to the Purchaser, as the Purchaser shall reasonably request.
- 4.7 Firms shall be excluded in any of the cases, if
- (a) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations prohibits any import of goods or Contracting of works or services from that country or any payments to persons or entities in that country.
- (b) DP Funded: as a matter of law or official regulation, GoN prohibits commercial relations with that country, provided that the DP is satisfied that such exclusion does not preclude effective competition for the supply of goods or related services required;
- (c) DP Funded: a firm has been determined to be ineligible by the DP in relation to their guidelines or appropriate provisions on preventing and combating fraud and corruption in projects financed by them.
- 4.8 A bidder and all parties constituting the Bidder shall have the nationality of an eligible country as defined by the concerned DP for DP funded projects.
- 4.9 The domestic Bidder who has obtained Permanent Account Number (PAN) and Value Added Tax (VAT) registration certificate(s) and Tax clearance certificate or proof of submission of tax return from the Inland Revenue Office shall only be eligible. The foreign bidder submitting the documents indicated in the BDS at the time of bid submission and a declaration to submit the document(s) indicated in the BDS at the time of contract agreement shall only be eligible
5. Eligible Goods and Related Services
- 5.1 All goods and related services to be supplied under the contract are eligible, unless their origin is from a country specified in the BDS.
- 5.2 For purposes of this clause, "origin" means the place where the goods are mined, grown, or produced, or the place from which the related services are supplied
- 5.3 The origin of goods and services is distinct from the nationality of the Bidder.
6. Site Visit
- 6.1 For goods contracts requiring Supply/Delivery/Installation/ Commissioning/ Networking or similar services at site, the Bidder, at the Bidder's own responsibility

- 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.

**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 Clause 21;
  - (c) alternative bids, if permissible, in accordance with ITB Clause 14;
  - (d) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB Clause 22;
  - (e) documentary evidence in accordance with ITB Clause 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 Clause 19 establishing the Bidder's qualifications to perform the contract if its Bid is accepted; and
  - (h) any other document required in the BDS.
- 13. **Bid Submission Sheet and Price Schedules** 13.1 The Bidder shall submit the Bid Submission Sheet using the form furnished in Section IV, Bidding Forms. This form must be completed without any alterations to its format, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.  
13.2 The Bidder shall submit the Price Schedules for Goods and Related Services, according to their origin as appropriate, using the forms furnished in Section IV, Bidding Forms
- 14. **Alternative Bids** 14.1 Unless otherwise indicated in the BDS, alternative bids shall not be considered.
- 15. **Bid Prices and Discounts** 15.1 The Bidder shall complete the appropriate Price Schedule and the sources of Goods schedules included herein, stating the unit prices, total cost per item, the total Bid amount and the expected countries of origin of the Goods to be supplied

**Conformity of the Goods and Related Services to the Bidding Document**

that the Goods and Related Services conform to the requirements specified in Section V, Supply Requirements.

18.2 The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item-by-item description of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to those requirements, and if applicable, a statement of deviations and exceptions to the provisions of Section V, Schedule of Requirements.

18.3 Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the Purchaser in the Section V, Schedule of Requirements, are intended to be descriptive only and not restrictive. The Bidder may offer other standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates, to the Purchaser's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in Section V, Schedule of Requirements.

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

19.1 The documentary evidence of the Bidder's qualifications to perform the contract, if its bid is accepted, shall establish to the Purchaser's satisfaction that the Bidder meets each of the qualification criterion specified in Section III, Evaluation and Qualification Criteria.

19.2 If so required in the BDS, a Bidder that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer's Authorization using the form included in Section IV, Bidding Forms to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in Nepal and take care of the warranty provided.

19.3 If so required in the BDS, a Bidder that does not conduct business within Nepal shall submit evidence that it will be represented by an Agent in Nepal equipped and able to carry out the Supplier's maintenance, repair and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications.

19.4 A foreign Bidder wishing to have or already having a local agent shall state the following:

- (a) Name and address of the Agent/Representative,
- (b) The Agent/Representative providing type of services,
- (c) Amount of commission if the Agent/Representative is entitled to get such payment and if it participates in the procedure of payment,
- (d) Other agreement with Agent/Representative, if any,
- (e) Bidder shall certify in the Letter of Authorization as follows:

"We certify that the statement and disclosure made by us on the above are complete and true to the best of our knowledge and belief",

If the agent has not been appointed:

- (a) Source of information about tender invitation,
- (b) The remuneration given to the individual or firm/company or organization

the signed Contract Agreement and the Performance Security pursuant to ITB 42.

- 21.5 If a Bid Security is specified pursuant to ITB 21.1, the Bid Security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the Contract Agreement and furnished the required Performance Security.
- 21.6 The Bid Security may be forfeited:
- (a) if a Bidder withdraws its Bid during the period of bid validity specified by the Bidder on the Bid Submission Form, except as provided in ITB 20.2; or
  - (b) if the successful Bidder fails to:
    - (i) sign the Contract in accordance with ITB 42; or
    - (ii) furnish a Performance Security in accordance with ITB 42.
- 21.7 The Bid Security of a JV must be in the name of the JV that submits the bid. If the JV has not been legally constituted at the time of bidding, the Bid Security shall be in the names of all future partners as named in the letter of intent mentioned in ITB 17.1.

**22. 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 consist of a written confirmation as specified in the BDS and shall be attached to the Bid.
- 22.3 Any amendments such as interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Bid.

**D. Submission and Opening of Bids**

**23. Sealing and Marking of Bids**

- 23.1 Bidders may always submit their bids by mail or by hand or by courier, but in any means bid must be delivered within the deadline of submission as mentioned in ITB 24.
- 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 ITB 23.1; and
  - (c) bear a warning "NOT TO OPEN BEFORE THE TIME AND DATE FOR BID OPENING".
- 23.4 If all envelopes are not sealed and marked as required, the Purchaser will assume



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

- irresponsive in substance and shall not be considered for evaluation.
33. **Correction of Arithmetical Errors**
- 33.1 Provided that the Bid is substantially responsive, the Purchaser shall correct arithmetical errors on the following basis:
- (a) if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;
  - (b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
  - (c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.
- 33.2 If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be rejected.
34. **Domestic Preference**
- 34.1 If the price of goods manufactured in Nepal, are higher up to ten percent than that of foreign goods, a margin of preference up to ten percent to the goods manufactured in Nepal shall be provided in the evaluation of the Bids. (This Clause shall be applicable only for GoN funded procurement.)
35. **Evaluation and Comparison of Bids**
- 35.1 The Purchaser shall evaluate and compare each Bid that has been determined, up to this stage of the evaluation, to be substantially responsive.
- 35.2 To evaluate a Bid, the Purchaser shall only use all the criteria and methodologies defined in this Clause and in Section III, Evaluation and Qualification Criteria. No other criteria or methodology shall be permitted.
36. **Post-qualification of the Bidder**
- 36.1 The Purchaser shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated and substantially responsive Bid is qualified to perform the Contract satisfactorily.
- 36.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 19.
- 36.3 An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the Bid, in which event the Purchaser shall proceed to the next lowest evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.
37. **Purchaser's Right to Accept Any Bid, and to Reject Any or All Bids**
- 37.1 The Purchaser reserves the right to accept or reject any Bid, and to annul the bidding process and reject all Bids at any time prior to Contract award, without thereby incurring any liability to the Bidders.

**F. Award of Contract**

38. **Award Criteria**
- 38.1 The Purchaser shall select to award the Contract to the Bidder whose offer has been determined to be the lowest evaluated Bid and is substantially responsive to the Bidding Document, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

43.3 The chief of Public Entity of the Purchaser shall, within five (5) days after receiving the application, give its decision with reasons, in writing pursuant to ITB 43.1:

(a) whether to suspend the procurement proceeding and the procedure for further proceedings to be adopted; or

(b) whether or not to reject a application.

No application can be submitted before the Review Committee for review against the decision made by the chief of the Public Entity for the Bid amount up to the value as stated in BDS.

43.4 If the Bidder is not satisfied with the decision of the Public Entity in accordance with ITB 43.3, or the decision by the Public Entity is not given within five (5) days of receipt of application pursuant to ITB 43.1, it can, within seven (7) days of receipt of such decision, file an application to the Review Committee of the GoN, stating the reason of its disagreement on the decision of the chief of Public Entity and furnishing the relevant documents, provided that its Bid amount is above the amount as stated in ITB 43.3. The application may be sent by hand, or by post, or by courier, or by electronic media at the risk of the Bidder itself.

43.5 Late application filed after the deadline pursuant to ITB 43.4 shall not be processed.

43.6 Within three (3) days of the receipt of application from the Bidder, pursuant to ITB 43.4, the Review Committee shall notify the concerning Public Entity of the Purchaser to furnish its procurement proceedings and comments on the issue, pursuant to ITB 43.3.

43.7 Within three (3) days of receipt of the notification pursuant to ITB 43.6, the Public Entity shall furnish the copy of the related documents along with its comment or reaction of complaint to the Review Committee.

43.8 The Review Committee, after inquiring from the Bidder and the Public Entity, if needed, shall give its decision within one (1) month after receiving the application filed by the Bidder, pursuant to ITB 43.4.

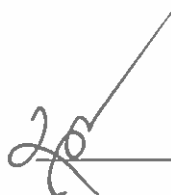
43.9 The Bidder, filing application pursuant to ITB 43.4, shall have to furnish a cash amount or Bank guarantee as stated in BDS with the validity period of at least ninety (90) days from the date of the filing of application pursuant to ITB 43.4. Application filed without furnishing the security deposit shall not be processed.

43.10 If the claim made by the Bidder pursuant to ITB 43.4 is justified, the Review Committee shall have to return the security deposit to the applicant, pursuant to ITB 43.9, within seven (7) days of such decision made.

43.11 If the claim made by the Bidder pursuant to ITB 43.4 is rejected by the Review Committee, the security deposit submitted by the Bidder pursuant to ITB 43.9 shall be forfeited.

**44. Provision of PPA and PPR**

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



- ITB 15.4 "Not Applicable"
- ITB 17.1 (c)
- The Bidders shall submit:
  - Copy of Firm Registration Certificate
  - Copy of Business Registration Certificate
  - Copy of VAT and PAN Registration Certificate,
  - Copy of Tax Clearance Certificate, latest required by prevailing law.
  - Certificate of Authorization by manufacturer.
  - Certificate of service engineers for installation, operation of instrument trained or authorized by manufacturer.
  - Certificate of Quality standard eg, ISO certificate.
  - Document to show the required experience.
  - Warrantee and post-sale service Assurances Certificates.
  - Manufacturer's declaration or brochure to show the technical specification of proposed inst.
  - 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.
- ITB 19.2 A Manufacturer's Authorization letter is required to supply, installation and maintenance of UV-visible spectrophotometer
- ITB 19.3 In case the Bidder will be represented by an Agent, the Bidder is required to include with its bid details on the agent
- ITB 20.1 The bid validity period shall be 90 days counted from the date of bid submission deadline.
- ITB 21.1 The Bidder shall furnish a bid security, from "A" class commercial bank with a minimum Nrs 72461.25 amount which shall be valid for 30 days beyond the validity period of the bid.
- ITB 21.2 Deposit Account No. 1700203 Rastriya Banijya Bank, Teku, Kathmandu
- ITB 22.1 In addition to the original of the Bid, the number of copies is: "ONE"
- ITB 22.2 a) Power of Attorney (in case the Bidder is a partnership or a sole proprietorship or a joint venture); (b) Board Resolution (in case the Bidder is a corporation); (c) Letter of Authorization, written on the Bidder's letterhead, in case the Bidder is a partnership, sole proprietorship or a joint venture)

#### D. Submission and Opening of Bids

- ITB 23.1 Bidders Shall have the option of submitting their bids electronically.  
The following Bid submission procedure shall be followed by bidders opting for electronic submission of bid:
- a. The Bidding Documents may be obtained from the Purchaser's office as specified in the invitation for Bid (IFB) or the required formats downloaded from electronic procurement web portal of *Public Procurement Monitoring Office, Nepal* <<https://www.gepson.gov.np/>>.
  - b. For electronic submission of Bid, prospective Bidders shall first register in the electronic procurement web portal of *Public Procurement Monitoring Office, Nepal* <<https://www.gepson.gov.np/>>.
  - c. The Bidder shall fill the following documents and forms in hard copy. The completed documents and forms shall be signed by the authorized representative of the Bidder with seal of the company. The Bidder shall then scan the completed documents in PDF files with appropriate filename as mentioned in the table below.

fixed.

**ITB 27.1** The bid opening shall take place at:  
Date: **18 April 2017**  
Time: **14.00 PM**  
Place: **Meeting Hall, Department of Customs, Tripureshwor, Kathmandu, Nepal**

**ITB 27.1** If electronic bid submission is permitted in accordance with ITB 23.1, the specific bid opening procedures shall be:

- (a) The e-procurement system allows the Employer to download the electronically submitted bid files from the Bidders only after the time for opening the bids.
- (b) Opening of electronically submitted bid shall precede the hard copy submissions.
- (c) All electronically submitted files shall be printed and recorded at the time of bid opening.

**F. Award of Contract**

**ITB 39.1** not applicable

**ITB 43.3** No application can be submitted before the Review Committee for reviewing against the decision made by the chief of the Public Entity for the bid amount up to the value of Nepalese Rupees 30,000,000 (thirty million)

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



Section IV. Bidding Forms

1. Bid Submission Form

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

Date: \_\_\_\_\_

Contract No.: \_\_\_\_\_

Invitation for Bid No.: \_\_\_\_\_

To: \_\_\_\_\_

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Document, including Addenda No.: \_\_\_\_\_;
- (b) We offer to supply in conformity with the Bidding Document and in accordance with the delivery schedule specified in the Schedule of Requirements, the following Goods and Related Services: \_\_\_\_\_  
\_\_\_\_\_;
- (c) The total price of our Bid, excluding any discounts offered in item (d) below is: \_\_\_\_\_  
\_\_\_\_\_;
- (d) The discounts offered and the methodology for their application are: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_;
- (e) Our Bid shall be valid for a period of \_\_\_\_\_ days from the date fixed for the bid submission deadline in accordance with the Bidding Document, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (f) If our Bid is accepted, we commit to obtain a Performance Security in the amount of \_\_\_\_\_ percent of the Contract Price for the due performance of the Contract;
- (g) We are not participating, as Bidders, in more than one Bid in this bidding process, other than alternative offers in accordance with the Bidding Document;
- (h) Our firm, its affiliates or subsidiaries, including any subcontractors or suppliers for any part of the Contract, has not been declared ineligible by the GoN;
- (i) The following commissions, gratuities, or fees, if any, have been paid or are to be paid with respect to the bidding process or execution of the Contract:

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

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

**2. Bidder's Information Form**

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

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

Page \_\_\_\_\_ of \_\_\_\_\_ pages

1.	Bidder's Legal Name	
2.	Bidder's Address:	
3.	Bidder's Country of Registration:	
4.	Bidder's Year of Registration:	
5.	Bidder's Legal Address in Country of Registration	
6.	Bidder's Authorized Representative Information: .....Name: Address: Telephone/Fax numbers: Email Address	
7.	Bidder's Telephone/Fax numbers:	
8.	Bidder's Email Address:	
	<b>Attached are copies of the following original documents.</b> <input type="checkbox"/> 1. Firm Registration Certificate <input type="checkbox"/> 2. Authorization to represent the firm	

**4. Financial Situation Form**

Financial Data for Last 3years (in NRs)		
Year 1:	Year 2	Year3

**Information from Balance Sheet**

Total Assets			
Total Liabilities			
Net Worth			
Current Assets			
Current Liabilities			

**Information from Income Statement**

Total Revenues			
Profits Before Taxes			
Profits After Taxes			

- Attached are copies of financial statements (balance sheets including all related notes, and income statements) for the last three or above years, as indicated above, complying with the following conditions?
- Historic financial statements must be audited by a certified accountant.
  - Historic financial statements must be complete, including all notes to the financial statements.
  - Historic financial statements must correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).

**5. Average Annual Turnover Form**

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

Annual Turnover Data for the Last three Years	
Years	Amount(in NRs)
<b>Average Annual Turnover</b>	

**6. Financial Resources Form**

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

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

**Note:**

The letter from the Bank must be unconditional.



8. Price Schedule for Goods

Name of Bidder: \_\_\_\_\_

Contract Name and Identification Number: Supply, Delivery and Installation of UV-visible spectrophotometer -2; NCB number. DOC/05 -073/74

Item	Description	Country of Origin	Quantity	Unit price EXW (in NRs)		Total price EXW (in NRs) (cols. 4x5) 4x5=6
				In Figure	In Words	
1	2 UV-visible spectrophotometer machine, computer and peripherals, and power backup system, including: <ul style="list-style-type: none"> <li>▪ Supply, delivery and installation</li> <li>▪ Demonstration operation</li> <li>▪ Basic and Advanced trainings</li> <li>▪ Supply of consumables for the machine</li> </ul>	3	4 1 set		5	
Total						
VAT						
Grand Total						

Note: Unit price shall include all custom duties and taxes, transportation cost to the final destination and insurance cost.

Name \_\_\_\_\_

In the capacity of \_\_\_\_\_

Signed \_\_\_\_\_

Duly authorized to sign the Bid for and on behalf of \_\_\_\_\_

Date \_\_\_\_\_

**10. Manufacturer's Authorization Letter**

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

Date: \_\_\_\_\_

NCB No:DOC/05 -073/74

To: Department of Customs, Tripureshwar, Kathmandu, Nepal

WHEREAS \_\_\_\_\_ who are official manufacturers of  
\_\_\_\_\_ having factories at  
\_\_\_\_\_ do hereby authorize  
\_\_\_\_\_ exclusively to submit a Bid in relation to the Invitation for Bids  
indicated above, the purpose of which is exclusively to provide the UV-visible spectrophotometer -2 machine(Goods),  
manufactured by us [name and address of the manufacturer] and to subsequently negotiate and sign the Contract.

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

Name \_\_\_\_\_

In the capacity of: \_\_\_\_\_

Signed \_\_\_\_\_

Duly authorized to sign the Authorization for and on behalf of \_\_\_\_\_

Date \_\_\_\_\_



;

## 3. Technical Specification

## Specification of Computer controlled UV-Visible Spectrophotometer

Description	Specification/requirements.
<b>UV-Visible Spectrophotometer</b>	<b>Computer controlled uv-visible system manufactured within a year of bid supply.</b>
<b>Optical System</b>	True Double Beam optics
<b>Photometric System (Monochromatic)</b>	Single or double monochromatic. Holographic grating
<b>Detector</b>	Photomultiplier diode
<b>Light Source</b>	Dual source automatic selection during operation 1. Halogen lamp 2. deuterium lamp or better lamp for light source.
<b>Wavelength working range</b>	200-1300 nm or wider
<b>Wavelength Accuracy</b>	0.1 nm or better
<b>Wavelength repeatability</b>	0.05 nm or better
<b>web length interval for scanning</b>	must be possible to select 0.1/0.2/0.5/1/2/5 nm interval
<b>Resolution</b>	0.1 nm or better
<b>Absorbance range</b>	-5 to 5 Abs, or wider
<b>Absorbance accuracy</b>	+ - 0.002 at Abs value 0.5
<b>Transmittance accuracy %</b>	+ - 3
<b>Absorbance repeatability</b>	+ - 0.001 at Abs value 0.5
<b>Noise Level</b>	0.00003 Abs at RMS 500nm
<b>Baseline stability</b>	within 0.0003 Abs at middle range of web length within 1 hour of instrument run.
<b>Sample Compartment and Accessories</b>	at least 2 sample compartment suitable for cell of 1 and 10 mm path length for liquid sample
	Must provide the sample holder for thin polymer films.
	Must provide the sample holder for fabric sample for color measurement.
	1) 1 and 10 mm square quartz cell-01 pair each.
<b>Software</b>	Instrument software should be compatible with latest operation system like Windows-7 or higher, having facility to measure photometric measurement at single as well as multiple wavelengths. Must be able to operative in photometric, spectral and calibration curve mode. Must have feature of online and off line operation. Must have software for Color measurement and calculation in edible oil and beverage products. Must have software to calculate the thin film polymers at least 0.5 micron to 50 micron. Must have function to measure the color in fabric.
<b>Interference with computer</b>	Must have accessories for interference the Computer system to control all the operation on instrument.
<b>Installation and demonstration operation</b>	Supplier should install the instrument and all software in the laboratory of Department of Customs, Tripureshwar, Kathmandu. Installation to be done by manufacturer's qualified engineer.
	Supplier must demonstrate the all the functions of installed machine.
<b>Warrantee and Post sale service.</b>	Full Exchange warrantee given by supplier must be at least 1 year; Supplier must assure the must provide full maintenance warrantee in the cost of supplier for 2 years from the date of installation completion.

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) "Goods" means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Purchaser under the Contract.
  - (i) "Purchaser's Country" is the country specified in the Special Conditions of Contract (SCC).
  - (j) "Purchaser" means the entity purchasing the Goods and Related Services, as specified in the SCC.
  - (k) "Related Services" means the services incidental to the supply of the goods, such as insurance, installation, training and initial maintenance and other similar obligations of the Supplier under the Contract.
  - (l) "SCC" means the Special Conditions of Contract.
  - (m) "Subcontractor" means any natural person, private or government entity, or a combination of the above, including its legal successors or permitted assigns, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.
  - (n) "Supplier" means the natural person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Agreement, and includes the legal successors or permitted assigns of the Supplier.
  - (o) "GoN" means the Government of Nepal.
  - (p) "The Site," where applicable, means the place named in the SCC.



on the following grounds and seriousness of the act committed by the bidder:

- (a) if it is established that the Supplier committed acts specified in ITB 3.2,
- (b) if it is established later that the Bidder has committed substantial defect in implementation of the contract or has not substantially fulfilled its obligations under the contract or the completed work is not of the specified quality as per the contract.

#### 4. Interpretation

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

4.2 Incoterms:

- (a) The meaning of any trade term and the rights and obligations of parties there under shall be as prescribed by Incoterms.
- (b) EXW shall be governed by the rules prescribed in the current edition of Incoterms, published by the International Chamber of Commerce at the date of the Invitation for Bids or as specified in the SCC.

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

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

4.5 Nonwaiver:

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

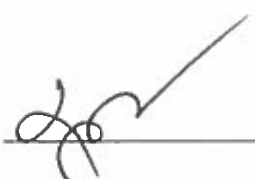
#### 5. Language

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.



- the Contract.
- 14.2 Prices charged by the Supplier for the Goods delivered and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any price adjustments authorized in the SCC.
- 15. Terms of Payment**
- 15.1 The Contract Price shall be paid in Nepalese Currency.
- 15.2 The Supplier's request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed, and by the documents submitted pursuant to GCC Clause 11 and upon fulfillment of all the obligations stipulated in the Contract.
- 15.3 Payments shall be made promptly by the Purchaser, no later than thirty (30) days after submission of an invoice or request for payment by the Supplier, and the Purchaser has accepted it.
- 16. Taxes and Duties**
- 16.1 For goods supplied, the Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser
- 17. Performance Security**
- 17.1 The Supplier shall, within fifteen (15) days of the receipt of notification of Contract award, provide a Performance Security for the due performance of the Contract in the amounts and currencies specified in the SCC.
- 17.2 The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
- 17.3 The Performance Security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Purchaser, and shall be in one of the forms stipulated by the Purchaser in the SCC, or in another form acceptable to the Purchaser.
- 17.4 The Performance Security shall be discharged by the Purchaser and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in the SCC.
- 18. Copyright**
- 18.1 The copyright in all drawings, documents, and other materials containing data and information furnished to the Purchaser by the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Purchaser directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party.
- 19. Confidential Information**
- 19.1 The Purchaser and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Subcontractor such documents, data, and other information it receives from the Purchaser to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier under GCC Clause 19.
- 19.2 The Purchaser shall not use such documents, data, and other information received from



- 22. Packing and Documents**
- 22.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the final destination of the Goods and the absence of heavy handling facilities at all points in transit.
- 22.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in the SCC, and in any other instructions ordered by the Purchaser.
- 23. Insurance**
- 23.1 Unless otherwise specified in the SCC, the Goods supplied under the Contract shall be fully insured, in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery, in the manner specified in the SCC.
- 24. Transportation**
- 24.1 Unless otherwise specified in the SCC, obligations for transportation of the Goods shall be in accordance with the Incoterms specified in Sections V, Schedule of Requirements.
- 25. Inspections and Tests**
- 25.1 The Supplier shall at its own expense and at no cost to the Purchaser carry out all such tests and/or inspections of the Goods and Related Services as are specified in Sections V, Schedule of Requirements.
- 25.2 The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the final destination of the Goods, or in another place in Nepal as specified in the SCC. Subject to GCC Sub-Clause 25.3, if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.
- 25.3 The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC Sub-Clause 25.2, provided that the Purchaser bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.
- 25.4 Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Purchaser. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Purchaser or its designated representative to attend the test and/or inspection.
- 25.5 The Purchaser may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications, codes and standards under the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impede the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.

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





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 34.1.

**34. Termination**

**34.1 Termination for Default**

- (a) The Purchaser, without prejudice to any other remedy for breach of Contract, by Notice of default sent to the Supplier, may terminate the Contract in whole or in part:
- (i) if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 33; or
  - (ii) if the Supplier fails to perform any other obligation under the Contract.
- (b) In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 34.1(a), the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Purchaser for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.
- (c) if the Supplier, in the judgment of the Purchaser has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, as defined in GCC Clause 3, in competing for or in executing the Contract.

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

**34.3 Termination for Convenience**

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

**Section VII: Special Conditions of Contract**

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

- GCC 1.1(i) The Purchaser's country is: Nepal
- GCC 1.1(j) The Purchaser is: Department of Customs
- GCC 1.1 (p) The Site is: Department of Customs, Tripureshwar, Kathmandu
- GCC 5.1 The language shall be: English
- GCC 9.2 In the case of dispute between the Purchaser and the Supplier, the dispute shall be referred to arbitration in accordance with the rules of Nepal Council of Arbitration
- GCC 10.1 The Scope of Supply shall be defined in: **Section V, Schedule of Requirements**
- GCC 11.1 Upon delivery of the Goods to the transporter, the Supplier shall notify the Purchaser and send the following documents to the Purchaser:
- a) Copies of the Supplier's invoice showing the description of the Goods, quantity, unit price, and total amount;
  - b) Copy of packing list identifying the contents of each package;
  - c) Delivery note, railway receipt, or truck receipt;
  - d) Manufacturer's or Supplier's warranty certificate;
  - e) Certificate of origin; and
  - f) Inspection certificate issued by the nominated inspection agency, and the Supplier's factory inspection report;
- The Purchaser shall receive the above documents before the arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses.
- GCC 14.2 The prices charged for the Goods delivered and the Related Services to be performed shall be fixed for the duration of the contract.
- GCC 15.1 Payments shall be made in Nepalese Rupees in the following manner:  
**100% of the Contract Price of the Goods and related services delivered shall be paid within thirty (30) days of receipt and acceptance of the Goods and related services and upon submission of a claim supported by the documents specified in GCC 11.1**
- GCC 15.3 The terms of payment to be made to the Supplier under the contract shall be as follows:  
**The payment shall be made by Account Section through Administration Section only after technical examination passed by laboratory section or person specified by DOC**
- GCC 17.1 The amount of performance security, as a percentage of the Contract Price, shall be: **Five (5) percent of the Contract Price**
- GCC 17.3 The types of acceptable Performance Securities are: **A bank guarantee issued by "A" class commercial bank located in Nepal, in the format included in Section VIII**



Section VIII. Contract Forms

A. Letter of Intent

[on letterhead paper of the Employer]

[date]

To: [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 [dated] for execution of the [name of the contract and identification number, as given in the Contract Data/SCC] to you as your bid price [amount in figures and words in Nepalese Rupees] as corrected and modified in accordance with the Instructions to Bidders is hereby selected as substantially responsive lowest evaluated bid.

Authorized Signature: .....

Name: .....

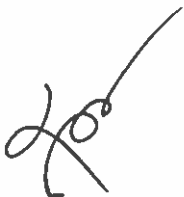
Title: .....

[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 Employer 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.]

CC:

[Insert name and address of all other Bidders, whosubmittedthebid]



**C. Agreement Form**

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

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
  - (a) the Purchaser's Notification to the Supplier of Award of Contract;
  - (b) the Bid Submission Form and the Price Schedules submitted by the Supplier;
  - (c) the Special Conditions of Contract;
  - (d) the General Conditions of Contract;
  - (e) the Schedule of Requirements; and
  - (f) [indicate other documents required]

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

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

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

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

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



**E. Advance Payment Security**

[insert complete name and number of Contract]

To: [insert complete name of Purchaser]

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

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

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

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

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

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

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

Date: [insert date of signing]

A handwritten signature in black ink, appearing to be a stylized name or set of initials, located below the signature line.