Nepal Electricity Authority

(A Government of Nepal Undertaking)

Grid Development

Bidding Document for

Procurement of Motor Vehicles (Pickup)

Tender No: NIETTP/G/NCB-5.2/VEHP

Issued to: _____

Purchaser: Nepal Electricity Authority
Nepal- India Electricity Transmission & Trade Project

July 2012

Invitation for Bids

Date: July 11, 2012
Name of Project: Nepal- India Electricity Transmission & Trade Project
Name of Contract: Procurement of Motor Vehicles (Pickup)
Contract Identification No: NIETTP/G/NCB-5.2/VEHP
Credit/Grant No: 4902-NP/H660-NP

1. The Government of Nepal has received funding from the World Bank's International Development Association (IDA). Nepal Electricity Authority (NEA) has allocated part of the proceeds of this funding for Procurement of Motor Vehicles (Pickup) for the use of Nepal India Electricity Transmission and Trade Project (NIETTP).

2. The NEA now invites sealed bids from eligible and qualified bidders for the Supply of 4WD Double Cab Pick-up.

3. Bidding will be conducted through the National Competitive Bidding (NCB) procedures specified in the World Bank's Guidelines, (January 2011): Procurement under IBRD Loans and IDA Credits, and is open to all bidders from Suppliers of such goods.

4. A complete set of bidding documents may be purchased, within office hours up to **August 12, 2012**, by interested bidders on the submission of a written application to the above and upon payment of a non-refundable fee of NRs. 5000.00 (in words, Nepalese Rupees Five Thousand only) deposited in the NEA's (Hetauda-Dhalkebar-Duhabi 400 kV TL) current Account No. 00051040015275 at Laxmi Bank Ltd, Hattisar, Kathmandu or in the form of draft drawn in favor of the Project. The document will be handed over to the bidder upon production of evidence of payment of the fee.

5. The Bidding Document shall also be available on NEA website http://www.nea.org.np

6. Bids must be delivered to the above office on or before 2: 00 PM on **August 13, 2012** and must be accompanied by a bid security in form of Bank's Guarantee not less than **NRs. 163,000.00** for which shall be valid for 30 days beyond the bid validity period. The bank guarantee shall be issued by a commercial bank in Nepal.

7. Bids will be opened in the presence of bidders' representatives who choose to attend at 3:00 PM on **August 13, 2012** at the office given below.

8. If the specified date for last date of bid documents purchasing and bid submission/opening falls on a Government holiday then the same time on the next working day shall be considered for such events. However, the last date for bid submission and opening shall be the next working day after the last date of bid purchasing. In such case the validity of bid security shall be considered from already specified last date for bid submission.

9. Interested eligible bidders may obtain further information from and inspect the bidding documents at the office of:

   The Project Director
   Nepal-India Electricity Transmission and Trade Project
   Grid Development
   Nepal Electricity Authority
   Durbarmarg, Kathmandu, Nepal
   Telephone: +977 1 4153203
   Facsimile number: +977 1 4153204
   Electronic mail address: neahdd@nea.org.np

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PART 1 – Bidding Procedures

Instructions to Bidders

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Section I. Instructions to Bidders

A. General

1. Scope of Bid

1.1 The Purchaser **indicated in the Bidding Data Sheet (BDS),** issues these Bidding Documents for the supply of Goods and Related Services incidental thereto as specified in Part 2, Schedule of Requirements. The name and identification number of this National Competitive Bidding (NCB) procurement are **specified in the BDS.** The name, identification, and number of lots if applicable, are **provided in the BDS.**

1.2 Throughout these Bidding Documents:

(a) the term "in writing" means communicated in written form (e.g. by mail, e-mail, fax, telex) with proof of receipt;

(b) if the context so requires, "singular" means "plural" and vice versa; and

(c) "day" means calendar day.

2. Source of Funds

2.1 The Borrower or Recipient (hereinafter called "Borrower") **specified in the BDS** has received financing (hereinafter called "funds") from the International Development Association (hereinafter called "the Bank") toward the cost of the project **named in the BDS.** The Borrower intends to apply a portion of the funds to eligible payments under the contract for which these Bidding Documents are issued.

2.2 Payments by the Bank will be made only at the request of the Borrower and upon approval by the Bank in accordance with the terms and conditions of the financing agreement between the Borrower and the Bank (hereinafter called the Loan Agreement), and will be subject in all respects to the terms and conditions of that Loan Agreement. The Loan Agreement prohibits a withdrawal from the loan account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Bank, is prohibited by decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. No party other than the Borrower shall derive any rights from the Loan Agreement or have any claim to the funds.

3. Fraud and Corruption

3.1 It is the Bank's policy to require that Borrowers (including beneficiaries of Bank loans), as well as bidders, suppliers, and contractors and their subcontractors under Bank-financed contracts, observe the highest standard of ethics during the

procurement and execution of such contracts.[1] In pursuance of this policy, the Bank:

(a) defines, for the purposes of this provision, the terms set forth below as follows:

(i) "corrupt practice"[2] is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;

(ii) "fraudulent practice"[3] is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;

(iii) "collusive practice"[4] is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;

(iv) "coercive practice"[5] is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;

(v) "obstructive practice" is

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

(bb) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under sub-clause 3.1 (e) below.

(b) will reject a proposal for award if it determines that the bidder recommended for award has, directly or through an

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[1] *In this context, any action taken by a bidder, supplier, contractor, or a sub-contractor to influence the procurement process or contract execution for undue advantage is improper.*

[2] *"another party" refers to a public official acting in relation to the procurement process or contract execution]. In this context, "public official" includes World Bank staff and employees of other organizations taking or reviewing procurement decisions.*

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

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

[5] *a "party" refers to a participant in the procurement process or contract execution.*

agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the contract in question;

(c) will cancel the portion of the loan allocated to a contract if it determines at any time that representatives of the Borrower or of a beneficiary of the loan engaged in corrupt, fraudulent, collusive, or coercive practices during the procurement or the execution of that contract, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur;

(d) will sanction a firm or individual, including declaring ineligible, either indefinitely or for a stated period of time, to be awarded a Bank-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 Bank-financed contract; and

(e) will have the right to require that a provision be included in bidding documents and in contracts financed by a Bank loan, requiring bidders, suppliers, and contractors and their sub-contractors to permit the Bank to inspect their accounts and records and other documents relating to the bid submission and contract performance and to have them

3.2 In further pursuance of this policy, Bidders shall permit the Bank to inspect any accounts and records and other documents relating to the Bid submission and contract performance, and to have them audited by auditors appointed by the Bank.

3.3 Furthermore, Bidders shall be aware of the provision stated in Sub-Clause 21.1(ii) of the Conditions of Contract.

4. Eligible Bidders

4.1 A Bidder shall be deemed to have the nationality of a country if the Bidder is a citizen or is constituted, incorporated, or registered and operates in conformity with the provisions of the laws of that country. This criterion shall also apply to the determination of the nationality of proposed subcontractors or suppliers for any part of the Contract including Related Services.

4.2 A Bidder shall not have a conflict of interest and shall be Eligible as defined under the Guidelines for Procurement under IBRD Loans and IDA Credits dated January 2011.

4.3 Foreign bidders shall be eligible to participate in bidding under the same conditions as national bidders. In particular, no domestic preference over foreign bidders shall be granted to national bidders or goods in bid evaluation.

4.4 A Bidder that is under a declaration of ineligibility by the Bank

in accordance with ITB Clause 3, at the date of contract award, shall be disqualified. The list of debarred firms is available at the electronic address specified in **the BDS.**

4.5 Government-owned enterprises in the Borrower's Country shall be eligible only if they can establish that they (i) are legally and financially autonomous, (ii) operate under commercial law, and (iii) are not a dependent agency of the Purchaser.

5. Eligible Goods and Related Services

5.1 All the Goods and Related Services to be supplied under the Contract and financed by the Bank may have their origin. as defined under the Guidelines for Procurement under IBRD Loans and IDA Credits dated January 2011.

5.2 The term "origin" means the country where the goods have been mined, grown, cultivated, produced, manufactured or processed; or, through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.

B. Contents of Bidding Documents

6. Sections of Bidding Documents

6.1 The Bidding Documents consist of Parts 1, 2, and 3, which include all the Sections indicated below, and should be read in conjunction with any Addendum issued in accordance with ITB Clause 8.

PART 1 Bidding Procedures

- Instructions to Bidders (ITB)
- Bidding Data Sheet (BDS)
- Bidding Forms

PART 2 Supply Requirements

- Schedule of Requirements

PART 3 Contract

- Contract Agreement
- Conditions of Contract (CC)
- Performance Security
- Bank Guarantee for Advance Payment
- Invitation for Bids (IFB)

6.2 The Invitation for Bids issued by the Purchaser is not part of the Bidding Documents

6.3 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents. Failure to furnish all information or documentation required by the Bidding Documents may result in the rejection of the bid.

7. Clarification of Bidding Documents

7.1 A prospective Bidder requiring any clarification of the Bidding Documents shall contact the Purchaser in writing at the Purchaser's address **specified in the BDS.** The Purchaser will respond in writing to any request for clarification, provided that such request is received no later than fifteen (15) days prior to the deadline for submission of bids. The Purchaser shall forward copies of its response to all those who have acquired the Bidding Documents directly from it, including a description of the inquiry but without identifying its source. Should the Purchaser deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure under ITB Clause 8 and ITB Sub-Clause 24.2.

8. Amendment of Bidding Documents

8.1 At any time prior to the deadline for submission of bids, the Purchaser may amend the Bidding Documents by issuing addendum.

8.2 Any addendum issued shall be part of the Bidding Documents and shall be communicated in writing to all who have obtained the Bidding Documents directly from the Purchaser.

8.3 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 bids, pursuant to ITB Sub-Clause 24.2

C. Preparation of Bids

9. Cost of Bidding

9.1 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.

10. Language of Bid

10.1 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 **English** language including supporting documents and printed literature that are part of the bid.

11. Documents Comprising the Bid

11.1 The Bid shall comprise the following:

(a) Bid Submission Form and the applicable Price Schedules, in accordance with ITB Clauses 12, 14, and 15;

(b) Bid Security or Bid-Securing Declaration, in accordance with ITB Clause 21, if required;

(c) written confirmation authorizing the signatory of the Bid to

commit the Bidder, in accordance with ITB Clause 22.2;

(d) documentary evidence in accordance with ITB Clause 16 establishing the Bidder's eligibility to bid;

(e) documentary evidence in accordance with ITB Clause 17, that the Goods and Related Services to be supplied by the Bidder are of eligible origin;

(f) documentary evidence in accordance with ITB Clauses 18 and 30, that the Goods and Related Services conform to the Bidding Documents;

(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.**

12. Bid Submission Form and Price Schedules

12.1 The Bidder shall submit the Bid Submission Form using the form furnished in Part 1, Bidding Forms.

12.2 The Bidder shall submit the Price Schedules for Goods and Related Services, using the forms furnished in Part 1, Bidding Forms

13. Alternative Bids

13.1 Alternative bids shall not be considered.

14. Bid Prices and Discounts

14.1 The prices and discounts quoted by the Bidder in the Bid Submission Form and in the Price Schedules shall conform to the requirements specified below.

14.2 All lots and items must be listed and priced separately in the Price Schedules.

14.3 The price to be quoted in the Bid Submission Form shall be the total price of the bid, excluding any discounts offered.

14.4 The Bidder shall quote any unconditional discounts and indicate the method for their application in the Bid Submission Form.

14.5 The terms EXW and other similar terms shall be governed by the rules prescribed in the current edition of Incoterms, published by The International Chamber of Commerce, as specified in the **BDS.**

14.6 (a) Prices shall be quoted as specified in Price Schedule included in Part 1, Bidding Forms.

(i) the price of the Goods quoted accordance with ITB clause 14.6(a) (ii) & (iii) specified in BDS, EXW (ex works, ex factory, ex warehouse, ex showroom, or off-the-shelf, as applicable), including all customs duties and sales and other taxes already paid or payable on the components and raw material used in

the manufacture or assembly of the Goods;

(ii) any Purchaser's Country sales tax and other taxes which will be 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 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 Part 2 Schedule of Requirements:

(i) the price of each item comprising the Related Services (inclusive of any applicable taxes).

14.7 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account.

14.8 If so indicated in ITB Sub-Clause 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 (discount) for the award of more than one Contract shall specify the applicable price reduction in accordance with ITB Sub-Clause 14.4 provided the bids for all lots are submitted and opened at the same time.

15. Currencies of Bid

15.1 The Bidder shall quote in the currency of the Purchaser's Country i.e. Nepalese Rupees.

16. Documents Establishing the Eligibility of the Bidder

16.1 To establish their eligibility in accordance with ITB Clause 4, Bidders shall complete the Bid Submission Form, included in Part 1, Bidding Forms.

17. Documents Establishing the Eligibility of the Goods and Related Services

17.1 To establish the eligibility of the Goods and Related Services in accordance with ITB Clause 5, Bidders shall complete the country of origin declarations in the Price Schedule Forms, included in the Bidding Forms.

18. Documents Establishing the Conformity of the Goods and Related

18.1 To establish the conformity of the Goods and Related Services to the Bidding Documents, the Bidder shall furnish as part of its Bid the documentary evidence (either in the form of literature, drawings or data) and Statement of Compliance, that the Goods conform to the Part 2. Technical specifications and standards.

Services

18.2 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

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:

(a) that, if **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 Part 1, Bidding Forms to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in the Purchaser's Country;

(b) that, if **required in the BDS,** in case of a Bidder not doing business within the Purchaser's Country, the Bidder is or will be (if awarded the contract) 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;

20. Period of Validity of Bids

20.1 Bids shall remain valid for the 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 non responsive.

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 Clause 21, it shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its Bid Security.

21. Bid Security

21.1 The Bidder shall furnish as part of its bid, a Bid Security or a Bid-Securing Declaration, if required, as **specified in the BDS.**

(a) The Bid Security shall be in the amount specified in the **BDS** and denominated in the currency of the Purchaser's Country.

(b) be payable promptly upon written demand by the Purchaser in case the conditions listed in ITB Clause 21.4 are invoked;

(c) be submitted in its original form; copies will not be

accepted;

(d) remain valid for a period of 28 days beyond the validity period of the bids, as extended, if applicable, in accordance with ITB Clause 20.2;

21.2 If a Bid Security or a Bid- Securing Declaration is required in accordance with ITB Sub-Clause 21.1, any bid not accompanied by a substantially responsive Bid Security or Bid Securing Declaration in accordance with ITB Sub-Clause 21.1, shall be rejected by the Purchaser as non-responsive.

21.3 The Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's furnishing of the Performance Security pursuant to ITB Clause 44.

21.4 The Bid Security may be forfeited or the Bid Securing Declaration executed:

(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 Sub-Clause 20.2; or

(b) if the successful Bidder fails to:

(i) sign the Contract in accordance with ITB Clause 43;

(ii) furnish a Performance Security in accordance with ITB Clause 44.

21.5 The Bid Security or Bid- Securing Declaration of a JV must be in the name of the JV that submits the bid.

22. Format and Signing of Bid

22.1 The Bidder shall prepare one original of the documents comprising the bid as described in ITB Clause 11 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.

22.3 Any interlineation, 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. Bidders submitting bids by mail or by hand, shall enclose the original and each copy of the Bid, including alternative bids, if permitted in accordance with ITB Clause 13, in separate sealed envelopes, duly

marking the envelopes as "ORIGINAL" 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 sub-Clauses 23.2 and 23.3.

23.2 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 Sub-Clause 24.1;

(c) bear the specific identification of this bidding process indicated in 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 Sub-Clause 27.1.

23.3 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.

23.4 Bidders who want to submit their bid electronically refer as mention in BDS.

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 **specified in the BDS.**

24.2 The Purchaser may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents in accordance with ITB Clause 8, 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 Clause 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, Substitution, and Modification of Bids

26.1 A Bidder may withdraw Bid after it has been submitted by sending a written notice in accordance with ITB Clause 22, duly signed by an authorized representative, and shall include a copy of the authorization (the power of attorney) in accordance with ITB Sub-Clause 22.2,

26.2 A Bidder shall not, substitute, or modify its Bid after it has been submitted.

27. Bid Opening

27.1 The Purchaser shall conduct the bid opening in public at the address, date and time **specified in the BDS.**

27.2 All envelopes shall be opened one at a time, reading out: the

name of the Bidder, the Bid Prices, including any discounts; the presence of a Bid Security or Bid-Securing Declaration, if required; and any other details as the Purchaser may consider appropriate. Only discounts read out at Bid opening shall be considered for evaluation. No Bid shall be rejected at Bid opening except for late bids, in accordance with ITB Sub-Clause 25.1.

27.3 The Purchaser shall prepare a record of the Bid opening that shall include, as a minimum: the name of the Bidder; the Bid Price, per lot if applicable, including any discounts; and the presence or absence of a Bid Security or Bid-Securing Declaration, if one was required. The Bidders' representatives who are present shall be requested to sign the attendance sheet. A copy of the record shall be distributed to all Bidders who submitted bids in time.

E. Evaluation and Comparison of Bids

28. Confidentiality

28.1 Information relating to the examination, evaluation, comparison, and postqualification 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.

28.2 Any effort by a Bidder to influence the Purchaser in the examination, evaluation, and comparison of the bids or contract award decisions may result in the rejection of its Bid.

28.3 Notwithstanding ITB Sub-Clause 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 in respect 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 Clause 31.

30. Responsiveness of Bids

30.1 The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself.

30.2 A substantially responsive Bid is one that conforms to all the terms, conditions, and specifications of the Bidding Documents without material deviation, reservation, or omission.

30.3 If a bid is not substantially responsive to the Bidding Documents,

it shall be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission.

31. Nonconformities, Errors, and Omissions

31.1 Provided that a Bid is substantially responsive, the Purchaser may waive any non-conformities or omissions in the Bid that do not constitute a material deviation.

31.2 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 line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total 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 line item total 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.

31.3 If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be rejected.

32. Preliminary Examination of Bids

32.1 The Purchaser shall examine the bids to confirm that all documents and technical documentation requested in ITB Clause 11 have been provided, and to determine the completeness of each document submitted.

32.2 The Purchaser shall confirm that the following documents and information have been provided in the Bid. If any of these documents or information is missing, the offer shall be rejected.

(a) Bid Submission Form, in accordance with ITB Sub-Clause 12.1;

(b) Price Schedules, in accordance with ITB Sub-Clause 12.2;

(c) Bid Security or Bid Securing Declaration, in accordance with ITB Clause 21, if applicable.

33. Examination of Terms and Conditions; Technical Evaluation

33.1 The Purchaser shall examine the Bid to confirm that all terms and conditions specified in the CC have been accepted by the Bidder without any material deviation or reservation.

33.2 The Purchaser shall evaluate the technical aspects of the Bid submitted in accordance with ITB Clause 18, to confirm that all

requirements specified in Price Schedule of the Bidding Documents have been met without any material deviation or reservation.

33.3 If, after the examination of the terms and conditions and the technical evaluation, the Purchaser determines that the Bid is not substantially responsive in accordance with ITB Clause 30, it shall reject the Bid.

34. Conversion to Single Currency

34.1 NA

35. Domestic Preference

35.1 Domestic preference shall not 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 factors, methodologies and criteria defined in ITB Clause 36. 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;** and the Bid Price as quoted in accordance with clause 14;
b) price adjustment for correction of arithmetic errors in accordance with ITB Sub-Clause 31.3;
c) price adjustment due to discounts offered in accordance with ITB Sub-Clause 14.4;

36.4 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.

37. Comparison of Bids

37.1 The Purchaser shall compare all substantially responsive bids to determine the lowest-evaluated bid, in accordance with ITB Clause 36.

38. Postqualification 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 in accordance with the Criteria **specified in BDS** in addition to ITB Clause 19.1.

38.2 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 Bidders.

F. Award of Contract

40. Award Criteria

40.1 The Purchaser shall award the Contract to the Bidder whose offer has been determined to be the lowest evaluated bid and is substantially responsive to the Bidding Documents, 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 Price Schedule, provided this does not exceed the percentages **specified in the BDS,** and without any change in the unit prices or other terms and conditions of the bid and the Bidding Documents.

42. Notification of Award

42.1 Prior to the expiration of the period of bid validity, the Purchaser shall notify the successful Bidder, in writing, that its Bid has been accepted.

42.2 Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.

42.3 Upon the successful Bidder's furnishing of the signed Contract Form and performance security pursuant to ITB Clause 44, the Purchaser will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to ITB Clause 21.3.

43. Signing of Contract

43.1 Promptly after notification, the Purchaser shall send the successful Bidder the Agreement and the CC of Contract.

43.2 Within twenty-eight (28) days of receipt of the Agreement, the successful Bidder shall sign, date, and return it to the Purchaser.

44. Performance Security

44.1 Within twenty eight (28) days of the receipt of notification of award from the Purchaser, the successful Bidder, if required, shall furnish the Performance Security in accordance with the CC, using for that purpose the Performance Security Form included in the Contract.

44.2 Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security or execution of the Bid-Securing Declaration. 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.

Bidding Data Sheet (BDS)

The following specific data for the goods to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

ITB Clause Reference	A. General
ITB 1.1	The Purchaser is: Nepal Electricity Authority (NEA)
ITB 1.1	The name of the NCB is: Procurement of motor vehicles (Pickup) for Nepal-India Electricity Transmission and Trade Project. The Tender Identification No. of the NCB is : NIETTP/G/NCB-5.2/VEHP
ITB 2.1	The Borrower is: Government of Nepal (GoN)
ITB 2.1	The name of the Project is: Nepal-India Electricity Transmission and Trade Project
ITB 4.3	A list of firms debarred from participating in World Bank projects is available at http://www.worldbank.org/debarr
	B. Contents of Bidding Documents
ITB 7.1	Deadline for Bid's Clarification Questions: **July 29, 2012** For **Clarification of bid purposes** only, the Purchaser's address is: Mr. Puspa Raj Khadka Project Director Nepal-India Electricity Transmission and Trade Project Nepal Electricity Authority Grid Development Durbarmarg, Kathmandu, Nepal Telephone: +977 1 4153203 Facsimile number: +977 1 4153204 Electronic mail address: neahdd@nea.org.np
	C. Preparation of Bids
ITB 11.1 (c)	Written confirmation authorizing the signatory of the Bid to commit the Bidder shall be notarized.

ITB 11.1 (h)	The Bidder shall submit the following additional documents in its bid: 1) Nepalese bidders shall provide: i) Up to date Firm/Company Registration Certificate ii) Tax Clearance Certificate up to FY 2067/68 iii) VAT, PAN Registration Certificate iv) Authorized Distributor's Authorization Certificate v) A written declaration made by the Bidder stating that the Bidder is not ineligible to participate in the Bid; has no conflict of interest in the proposed bid procurement proceedings and has not been punished for the profession or businesses related offence. vi) Catalogs/ Brochures of the goods being offered
ITB 14.5	The Incoterms edition is: "Incoterms 2000".
ITB 14.6 (a) ii and iii	Replace (a) ii & iii by the following: ii. Bidder shall quote unit rate of Goods exclusive of VAT iii. Unit rate shall be inclusive of Inland Transportation, Insurance and Other Services.
ITB 14.6 (a) (iii)	Final destination (Project Site) Project Management Office (PMO), Kathmandu, Nepal
ITB 15.1	Bid Prices shall be quoted in Nepalese Rupees only.
ITB 18.2	Period of time the Goods are expected to be functioning (for the purpose of spare parts): FIVE (5) YEARS
ITB 19.1 (a)	Certificate of being Authorized Distributor or Dealer for the proposed vehicle is: Required
ITB 19.1 (b)	After sales service is: Required.
ITB 20.1	The bid validity period shall be: 90 days.
ITB 21.1	Bid shall include a Bid Security (issued by bank) included in Part 1 Bidding Forms. The bank guarantee shall be issued by a commercial bank (category A or B) in Nepal.
ITB 21.1 (a)	The amount of the Bid Security: shall not be less than **NRs. 163,000.00.**
ITB 21.1 (d)	Validity of Bid Security shall be 30 days beyond the bid validity period.
ITB 22.1	In addition to the original of the bid, the number of copies is: One (1)

	D. Submission and Opening of Bids
ITB 23.2 (c)	The inner and outer envelopes shall bear the following additional identification marks: "BIDS FOR THE PROCUREMENT OF MOTOR VEHICLES (PICKUP), TENDER ID No: NIETTP/G/NCB-5.2/VEHP"
ITB 23.4	N.A.
ITB 24.1	For bid submission purposes, the Purchaser's address is: Mr. Puspa Raj Khadka Project Director Nepal-India Electricity Transmission and Trade Project, Nepal Electricity Authority Grid Development Durbarmarg, Kathmandu, Nepal Telephone: +977 1 4153203 Facsimile number: +977 1 4153204 Electronic mail address: neahdd@nea.org.np The deadline for the submission of bids is: Date: **August 13, 2012** Time: 2:00 pm
ITB 27.1	The bid opening shall take place at: Nepal-India Electricity Transmission and Trade Project, Nepal Electricity Authority Grid Development Durbarmarg, Kathmandu, Nepal Date: **August 13, 2012** Time: 3.00pm
	E. Evaluation and Comparison of Bids
ITB 38.1	(a) Bidder shall Documentary evidence that his annual turnover in the last three years is not less than **NRs.19,500,000.00**
	F. Award of Contract
ITB 41.1	The maximum Units by which quantities may be increased or decreased is: One Vehicle
ITB 43.1	N.A.
ITB 43.2	Within fifteen (15) days of the receipt of notification of award from the Purchaser, the successful Bidder shall furnish the Signing of Contract.

Bidding Forms

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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*]
Bid No: NIETTP/G/NCB-5.2/VEHP

Page _____ of_ _____ pages

1. Bidder's Legal Name *[insert Bidder's legal name]*
2. In case of JV, legal name of each party: *[insert legal name of each party in JV]*
3. Bidder's actual or intended Country of Registration: *[insert actual or intended Country of Registration]*
4. Bidder's Year of Registration: *[insert Bidder's year of registration]*
5. Bidder's Legal Address in Country of Registration: *[insert Bidder's legal address in country of registration]*
6. Bidder's Authorized Representative Information Name: *[insert Authorized Representative's name]* Address: *[insert Authorized Representative's Address]* Telephone/Fax numbers: *[insert Authorized Representative's telephone/fax numbers]* Email Address: *[insert Authorized Representative's email address]*
7. Attached are copies of original documents of: *[check the box(es) of the attached original documents]* ☐ Articles of Incorporation or Registration of firm named in 1, above, in accordance with ITB Sub-Clauses 4.1 and 4.2. ☐ In case of JV, letter of intent to form JV or JV agreement, in accordance with ITB Sub-Clause 4.1. ☐ 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.

Bid Submission Form

[The Bidder shall fill in this Form in accordance with the instructions indicated 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]*
Bid No: NIETTP/G/NCB-5.2/VEHP

To: Nepal Electricity Authority

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 accordance with ITB Clause 44 and CC Clause 13 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 by the Bank, under the Purchaser's country laws or official regulations, in accordance with ITB Sub-Clause 4.4;

(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]*

Price Schedule Forms

*[The Bidder shall fill in these Price Schedule Forms in accordance with the instructions indicated. The list of line items in column 1 of the **Price Schedules** shall coincide with the List of Goods and Related Services specified.*

Price Schedule Form

Purchaser's Country Currencies in accordance with ITB Sub-Clause 15 Date:_____

Tender ID No. NIETTP/G/NCB-5.2/VEHP

1	2	3	4	5	6	7
Line Item N°	Description of Goods	Delivery Date as defined by Incoterms	Quantity and physical unit	Unit price NRs	Total price per line item (Col. 4×5) in Figures NRs	Total Price per line item in words
1.	**4WD Double Cab Pickup**		**2 no.**			
	Sub-total					
	VAT					
	TOTAL PRICE IN FIGURES:					
	TOTAL PRICE IN WORDS:					

Name of Bidder: _____ Signature of Bidder: _____ Date: _____

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: Nepal Electricity Authority

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; or (ii) fails or refuses to furnish the performance security, if required, 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)]

Bid-Securing Declaration
(Not Applicable)

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

Date: *[date (as day, month and year)]*
Bid No.:

To: Nepal Electricity Authority

We, the undersigned, declare that:

We understand that, according to your conditions, bids must be supported by a Bid-Securing Declaration.

We accept that we will automatically be suspended from being eligible for bidding in any contract with the Purchaser for the period of time of *[number of months or years]* starting on *[date],* if we are in breach of our obligation(s) under the bid conditions, because we:

(a) have withdrawn our Bid during the period of bid validity specified in the Form of Bid; or

(b) having been notified of the acceptance of our Bid by the Purchaser during the period of bid validity, (i) fail or refuse to execute the Contract; or (ii) fail or refuse to furnish the Performance Security, if required, in accordance with the ITB.

We understand this Bid Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) twenty-eight days after the expiration of our Bid.

Signed: *[signature of person whose name and capacity are shown]* In the capacity of *[legal capacity of person signing the Bid Securing Declaration]*

Name: *[complete name of person signing the Bid Securing Declaration]*

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

Dated on _____ day of _____, _____ *[date of signing]* Corporate Seal (where appropriate)

[Note: In case of a Joint Venture, the Bid Securing Declaration must be in the name of all partners to the Joint Venture that submits the bid.]

Manufacturer's Authorization
(Not Applicable)

[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]*
Bid No.: NIETTP/G/NCB-5.2/VEHP

To: Nepal Electricity Authority

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 20 of the 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]*

BLANK

PART 2 – Supply Requirements

Schedule of Requirements

Contents

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3. **Technical Specifications. 36**
4. **Inspections and Tests..... 38**
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1. List of Goods and Delivery Schedule

[The Purchaser shall fill in this table, with the exception of the column "Bidder's offered Delivery date" to be filled by the Bidder]

Item N°	Description of Goods	Quantity	Physical unit Item No.	Final (Project Site) Destination as specified in BDS	Delivery (as per Incoterms) Date		
					Earliest Delivery Days	Latest Delivery Days	Bidder's offered Delivery days[*to be provided by the bidder*] *following the date of effectiveness the Contract*
1.	**4WD Double Cab Pick-UP**	2	No.	PM Office	15 days	30 days	

2. List of Related Services and Completion Schedule

Service	Description of Service	Quantity	Physical Unit	Place where Services shall be performed	Bidder's Final Completion Date(s) of Services
1.	Regular Maintenance and Repair Service every 3 months for 2 years period in addition to repair and replacement of equipment during 2 year warranty period	NA	NA	Supplier's Facility	

3. Technical Specifications.

1. TECHNICAL SPECIFICATIONS OF 4WD DOUBLE CAB PICK-UP

S.No.	Description	NEA Requirement	Remarks
1	General	Four Doors, 4WD Right-hand drive, operation condition (-5˚C to 50˚C) and 2000m altitudes	
2	Engine	Diesel, 4 stroke, 4 cylinder, water cooled, Turbo charged and Inter cooled	
	Engine Capacity	Greater or equal to 2400 cc, fully equipped with accessories for efficient full load operation	
	Power	Minimum 100hp at Optimum rpm	
	Torque	Minimum 240Nm at Optimum rpm	
3	Transmission	5 forward, 1 reverse	
4	Brakes (Hydraulic)		
	Front	Disc type	
	Rear	Drum type	
5	Suspension		
	Front	Double wishbone type with torsion bar or torsion bar with stabilizer bar	
	Rear	Leaf Spring	
6	Steering	Power Steering	
7	Turning Radius	Max. 6.6 Meter	
8	Clutch	Dry, Single Plate	
9	Tyre Size	Standard size,	
10	Dimension		
	Wheelbase(mm)	3000-3200	
	Overall Length(mm)	5090-5190	
	Overall Width(mm)	1760-1860	
	Overall Height(mm)	1700-2000	
	Ground Clearance(mm)	Min. 210	
11	Payload(kg)	Minimum 800kg.	
12	Seat Capacity	Minimum 5	
13	Fuel Tank	Minimum 70 litres	
14	Doors	4 (Four)	
15	Essential Accessories	1. Head lights, tail and rear lights, tum signals light, cabin lights and reverse warning lamp. 2. A/C with heating and cooling(factory fitted) 3. Central lock, Power Window, Digital Clock 4. Speedometer/Odometer 5. Spare wheels with tyre and tube	

		6. Suitable jack with lever 7. Set of tools for general maintenance 8. Seat Belts for Drivers and co-passengers 9. CD MP3 Player with Speaker 10. Cigaretter lighter and mobile charger point	
16	Instructions	All signs and instructions in the equipments shall be in English.	
17	Manuals	One copy of the Owner's instruction and Maintenance manual in English shall be supplied.	
18	Proven Performance	1.The vehicle offered shall be a current model under standard production by manufacture for at least one year.	
		2. The Bidder shall provide the manufacturer's data of the performance of unit to include the fuel consumption, performance curve of the engine.	
19	Warranty	Against manufacturing defects for min. 2 year	
20	Emission Standard	The emission standard of the vehicle should be capable of meeting applicable International Standards and Nepal Vehicle Mass Emission Standard,certified by Department of Nepal Transport Management.	

4. Inspections and Tests

The following inspections and tests shall be performed by NEA upon arrival :

1. Head lamps (high / low)
   - Reverse lamps, L/R
   - Side lamps, L/R
   - Interior lamps
   - parking lamps, (front / rear)
   - Direction indicators lamps (L/R)
   - Rear reflectors (L/R)
2. Brakes system
   - foot brakes
   - parking brakes
3. Rear vision, side mirrors
4. Interior seat belts
5. Doors, inside/outside, safety door guard
6. engine muffler, Gear, electrical wiring
7. complete body paint and condition
8. Horn
9. Tyres / spares
10. steering systems – ball joints
11. Speedometer
12. Windscreen (front / rear)
    - Window wiper, glazing
13. Central Locking
14. Complete A/C System

5. Technical Data Sheets.

Technical Data Sheet for 4WD PICK-UP:

1) Scope

Supply and delivery of four number of four-wheel drive, right-hand drive,, diesel-engine, full option as per following Technical Specifications. Although all specific details may not be covered by the general **"Technical Specifications"** all accessories/facilities/options available in the specific make and model of offered vehicles (Pickup) shall be supplied without any additional cost to NEA.

2) Description

Required Technical Specifications for concerned Projects are given in the table below. Bidder shall provide description of their offered vehicle in the provided column below.

S.No.	Description	NEA's Specification Requirements	Description of offered Vehicle (to be filled up by the Bidder)	Remarks
1	Manufacturer	-		
2	Offered Model (must be specific)	-		
3	Country of Origin	-		
4	General	Four Doors, 4WD Right-hand drive, operation condition (-5˚C to 50˚C) and 2000m altitudes		
5	Engine	Diesel, 4 stroke, 4 cylinder, water cooled, Turbo charged and Inter cooled		
	a. Engine Capacity (cc)	Greater or equal to 2400 cc, fully equipped with accessories for efficient full load operation		
	b. Max rated Power	Minimum 100hp at Optimum rpm		
	c. Torque	Minimum 240Nm at Optimum rpm		
6	Transmission	Minimum 5 forward , 1 reverse		

7	Brakes			
	a. Front	Disc Type		
	b. Rear	Drum Type		
8	Suspension			
	a. Front	Double wishbone type with torsion bar or torsion bar with stabilizer		
	b. Rear	Leaf Spring		
9	Minimum Turning Radius	Max 6.6 meter		
10	Steering	Power steering		
11	Clutch	Dry, single plate		
12	Gauges	To include speedometer, water/engine temperature, fuel oil pressure etc.		
13	Tyres	Standard size		
14	Dimension			
	a. wheelbase (mm)	3000-3200		
	b. Overall Length (mm)	5090-5190		
	c. Overall Width (mm)	1760-1860		
	d. Overall Height (mm)	1700-2000		
	e. Ground Clearance (mm)	Min. 210		
15	Cargo box platform area			
	a. Overall Length (mm)	-		
	b. Overall Width (mm)	-		

	c. Overall Height (mm)	-		
16	Gross Vehicle Weight	-		
17	Seat Capacity	Minimum 5 persons		
18	Fuel Tank	Minimum 70 litres		
19	Doors	4 (Four)		
20	Tools	Set of Tools required for General Maintenance		
21	Color	Standard		
22	Essential Accessories	1. Head lights, tail and rear lights, tum signals light, cabin lights and reverse warning lamp. 2. A/C with heating and cooling(factory fitted) 3. Central lock, Power Window, Digital Clock 4. Speedometer/Odometer 5. Spare wheels with tyre and tube 6. Suitable jack with lever 7. Seat Belts for Drivers and co-passengers 8. CD MP3 Player with Speaker 9. Cigaretter lighter and mobile charger point		
23	Instructions	All signs and instructions in the equipments shall be in English.		
24	Manuals	One copy of the Owner's instruction and Maintenance manual in English shall be supplied.		
25	Proven Performance	1. The vehicle offered shall be a current model under standard production by manufacture for at least one year.		

		2. The Bidder shall provide the manufacturer's data of the performance of unit to include the fuel consumption, performance curve of the engine.		
26	Warranty	Against manufacturing defects for min. 2 year		
27	Emission Standard	The emission standard of the vehicle should be capable of meeting applicable International Standards and Nepal Vehicle Mass Emission Standard, certified by Department of Nepal Transport Management.		

PART 3 - Contract

Contract Agreement

[The successful Bidder shall fill in this form in accordance with the instructions indicated]

THIS CONTRACT AGREEMENT is made

the *[insert: **number**]* day of *[insert: **month**], [insert: **year**]*.

BETWEEN

(1) Nepal Electricity Authority and having its principal place of business at Durbargmarg, Kathmandu, Nepal (hereinafter called "the Purchaser"), and

(2) *[insert name of Supplier]*, a corporation incorporated under the laws of *[insert: country of Supplier]* and having its principal place of business at *[insert: address of Supplier]* (hereinafter called "the Supplier").

WHEREAS the Purchaser invited bids for certain Goods and ancillary services, viz., Supply of Motor Vehicles (Pickup) and Related Services and has accepted a Bid by the Supplier for the supply of those Goods and Services in the sum of *[insert Contract Price in words and figures, expressed in the Contract currency(ies)]* (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 constitute the Contract between the Purchaser and the Supplier, and each shall be read and construed as an integral part of the Contract:

   (a) This Contract Agreement

   (b) Conditions of Contract

   (c) Technical Specifications

   (d) The Supplier's Bid and original Price Schedules

   (e) The Purchaser's Notification of Award

   (f) *[Add here any other document(s)]*

3. 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.

4. 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.

5. 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 the laws of *[insert the name of the Contract governing law country]* on the day, month and year indicated above.

For and on behalf of the Purchaser

Signed: *[insert signature]*
Mr. ----------
Nepal Electricity Authority

in the presence of *[insert identification of official witness]*

For and on behalf of the Supplier

Signed: *[insert signature of authorized representative(s) of the Supplier]*
in the capacity of *[insert title or other appropriate designation]*
in the presence of *[insert identification of official witness]*

Conditions of Contract

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Conditions of Contract

1. Definitions

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

(a) "Bank" means the World Bank and refers to the International Bank for Reconstruction and Development (IBRD) or the International Development Association (IDA).

(b) "Contract" means the Contract 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.

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

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

(e) "Day" means calendar day.

(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) "CC" means the 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 Government of Nepal

(j) "Purchaser" (Nepal Electricity Authority) means the entity purchasing the Goods and Related Services. Purchaser is

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

(l) "Subcontractor" means any natural person, private or government entity, or a combination of the above, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by

the Supplier.

(m) "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 Contract Agreement.

(n) "The Project Site," where applicable, means the place of Final destination as follows:
HDDTLP Project Management Office, Durbarmarg, Kathmandu

2. Fraud and Corruption

2.1 If the Purchaser determines that the Supplier has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing the Contract, then the Purchaser may, after giving 14 days notice to the Supplier, terminate the Supplier's employment under the Contract and cancel the contract, and the provisions of Clause 21 shall apply as if such expulsion had been made under Sub-Clause 21.1.

(a) For the purposes of this Sub-Clause:

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

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

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

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

(v) "obstructive practice" is

deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive or collusive

practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or

(b) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under Clause 11 [Inspections and Audits by the Bank].

2.2 Should any employee of the Supplier be determined to have engaged in corrupt, fraudulent, collusive, coercive, or obstructive practice during the purchase of the Goods, then that employee shall be removed.

3. Language

3.1 The Contract as well as all correspondence and documents including any supporting documents and printed literature relating to the Contract exchanged by the Supplier and the Purchaser, shall be written in English language.

4. Notices

4.1 Any notice given by one party to the other pursuant to the Contract shall be in writing

For notices, the Purchaser's address shall be:
Attention: Mr. Puspa Raj Khadka
Project Director
Nepal-India Electricity Transmission and Trade Project,
Nepal Electricity Authority
Grid Development
Durbarmarg, Kathmandu, Nepal
Telephone: +977 1 4153203
Facsimile number: +977 1 4153204
Electronic mail address: neahdd@nea.org.np

For notices, the Supplier's address shall be:

5. Joint Venture, Consortium or Association

5.1 If the Supplier is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the Purchaser for the fulfillment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the joint venture, consortium, or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the Purchaser.

6. Governing Law

6.1 The Contract shall be governed by and interpreted in accordance with the laws of the Purchaser's Country.

7. Settlement of Disputes

7.1 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.

7.2 If, after twenty-eight (28) days, the parties have failed to resolve their dispute or difference by such mutual consultation, the dispute shall be referred to arbitration in accordance with the laws of the Government of Nepal.

8. Inspections and Audit by the Bank

8.1 The Supplier shall permit the Bank and/or persons appointed by the Bank to inspect the Supplier's offices and/or the accounts and records of the Supplier and its sub-contractors relating to the performance of the Contract, and to have such accounts and records audited by auditors appointed by the Bank if required by the Bank.

9. Delivery and Documents

9.1 The Delivery of the Goods and Completion of the Related Services shall be in accordance with the Delivery and Completion Schedule specified in the Price Schedules.

10. Contract Price

10.1 Contract Price will be on "Fixed Price" basis during the performance of Contract.

11. Terms of Payment

11.1 The Contract Price shall be paid as follows:

Payment for Goods and Services supplied shall be made in Nepalese Rupees, as follows:

(i) **Advance Payment:** No advance payment shall be paid.

(ii) **On Delivery:** Ninety-five (95) percent of the Contract Price shall be paid within 30 days after date of receipt of the Goods and upon submission of the documents specified in CC Clause 9.

(iii) **On Acceptance:** The remaining Five (5) percent of the Contract Price shall be paid to the Supplier within thirty (30) days after the date of the acceptance certificate for the respective delivery and completion of related services issued by the Purchaser.

(iv) The Acceptance certificate will be issued after one (1) year of satisfactory operation of supplied goods.

11.2 Payments shall be made promptly by the Purchaser, but in no case later than sixty (60) days after submission of an invoice or request for payment by the Supplier, and after the Purchaser has accepted it.

12. Taxes and Duties

12.1 A Supplier shall be entirely responsible for all taxes, duties, license fees, etc. incurred until delivery of the contracted Goods to the Purchaser.

12.2 The unit price in the Price Schedule for Goods to be supplied

from within Purchaser's country and inland transportation and insurance shall be quoted exclusive of VAT. VAT in each supply bill shall be paid to the Supplier and as per law of Nepal, Supplier will be responsible for depositing the same to the concerned Revenue office in Nepal.

12.3 Tax Deduction at Source (TDS)
As per the law of Nepal the Purchaser will deduct TDS from each payment, at the rate as applicable at the time of payment and deposited to the Revenue office. The Supplier shall be provided with all details in this regard promptly. The Supplier shall be responsible for obtaining tax clearance before issuance of Final Acceptance Certificate or before releasing the retention amount.

13. Performance Security

13.1 The Supplier shall, within fifteen (15) days of the notification of contract award, provide a performance security for the performance of the Contract in the amount of 5% of the contract price.

13.2 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.

13.3 The Performance Security shall be denominated in the local currency of the Contract and shall be in the format provided by the Purchaser. The Performance Security shall be valid for a period 30 days beyond the warranty period.

13.4 The Performance Security shall be discharged by the Purchaser and returned to the Supplier not later than twenty-eight (28) days following the date of Completion of the Supplier's performance obligations under the Contract, including any warranty obligations in accordance with CC Clause 20.

14. Confidential Information

14.1 The Purchaser and the Supplier including Supplier's Subcontractors 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.

15. Specifications and Standards

15.1 The Goods and Related Services supplied under this Contract shall conform to the technical specifications and standards and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose

application is appropriate to the Goods' country of origin.

16. Packing and Documents

16.1 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.

17. Liquidated Damages

17.1 If the Supplier fails to deliver any or all of the Goods by the Date(s) of delivery 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, liquidated damages, of ***0.05%*** *of the final Contract Price* per day with a maximum deduction of ***10%*** of the final Contract Price.

18. Warranty

18.1 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.

18.2 The warranty shall remain valid for 24 months or 50,000 Kilometers whichever occurs first and other equipment after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final .

18.3 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. And Supplier shall within seven (7) days of receiving such notice expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser.

18.4 If having been notified, the Supplier fails to remedy the defect within seven (7) days**;** 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.

19. Patent Indemnity

19.1 The Supplier shall indemnify the Purchaser against all third party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods or any part thereof in the Purchaser's country.

20. Force Majeure

20.1 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.

20.2 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.

20.3 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.

21. Termination

21.1 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 perform any obligation under the Contract; or

(ii) if the Supplier, in the judgment of the Purchaser has engaged in fraud and corruption, as defined in CC Clause 2, in competing for or in executing the Contract.

(iii) if the Supplier becomes bankrupt or otherwise insolvent.

(iv) for its convenience

22. Assignment

22.1 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.

Contract Forms

Performance Security **55**

Bank Guarantee for Advance Payment **56**

Performance Security

[The bank, as requested by the successful Bidder, shall fill in this form in accordance with the instructions indicated]

Date: *[insert date (as day, month, and year) of Bid Submission]*
NIETTP/G/NCB-5.2/VEHP, Procurement of Motor Vehicles (Pickup)

Bank's Branch or Office: *[insert complete name of Guarantor]*

Beneficiary: Nepal Electricity Authority

PERFORMANCE GUARANTEE No.: *[insert Performance Guarantee number]*

We have been informed that *[insert complete name of Supplier]* (hereinafter called "the Supplier") has entered into Contract No. *[insert number]* dated *[insert day and month], [insert year]* with you, for the supply of *[description of Goods and related Services]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a Performance Guarantee is required.

At the request of the Supplier, we hereby irrevocably undertake to pay you any sum(s) not exceeding *[insert amount(s[6]) in figures and words]* upon receipt by us of your first demand in writing declaring the Supplier to be in default under the Contract, without cavil or argument, or your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This Guarantee shall expire no later than the *[insert number]* day of *[insert month] [insert year],*[7] and any demand for payment under it must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458, except that subparagraph (ii) of Sub-article 20(a) is hereby excluded.

[signatures of authorized representatives of the bank and the Supplier]

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[6] *The Bank shall insert the amount(s) specified in the SCC and denominated, as specified in the SCC, either in the currency(ies) of the Contract or a freely convertible currency acceptable to the Purchaser.*

[7] *Dates established in accordance with Clause 18.4 of the Conditions of Contract ("CC"), taking into account any warranty obligations of the Supplier under Clause 16.2 of the CC intended to be secured by a partial Performance Guarantee. The Purchaser should note that in the event of an extension of the time to perform the Contract, the Purchaser would need to request an extension of this Guarantee from the Bank. Such request must be in writing and must be made prior to the expiration date established in the Guarantee. In preparing this Guarantee, the Purchaser might consider adding the following text to the Form, at the end of the penultimate paragraph: "We agree to a one-time extension of this Guarantee for a period not to exceed [six months] [one year], in response to the Purchaser's written request for such extension, such request to be presented to us before the expiry of the Guarantee."*

Bank Guarantee for Advance Payment
(Not Applicable)

[The bank, as requested by the successful Bidder, shall fill in this form in accordance with the instructions indicated.]

Date: *[insert date (as day, month, and year) of Bid Submission]*
NIETTP/G/NCB-5.2/VEHP, Procurement of Motor Vehicles (Pickup)

[bank's letterhead]

Beneficiary: Nepal Electricity Authority

ADVANCE PAYMENT GUARANTEE No.: *[insert Advance Payment Guarantee no.]*

We, *[insert legal name and address of bank]*, have been informed that *[insert complete name and address of Supplier]* (hereinafter called "the Supplier") has entered into Contract No. *[insert number]* dated *[insert date of Agreement]* with you, for the supply of *[insert types of Goods to be delivered]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance is to be made against an advance payment guarantee.

At the request of the Supplier, we hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[insert amount(s)*[8] *in figures and words]* upon receipt by us of your first demand in writing declaring that the Supplier is in breach of its obligation under the Contract because the Supplier used the advance payment for purposes other than toward delivery of the Goods.

It is a condition for any claim and payment under this Guarantee to be made that the advance payment referred to above must have been received by the Supplier on its account *[insert number and domicile of the account]*

This Guarantee shall remain valid and in full effect from the date of the advance payment received by the Supplier under the Contract until *[insert date*[9]*]*.

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

_____

[signature(s) of authorized representative(s) of the bank]

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[8] *The bank shall insert the amount(s) specified in the SCC and denominated, as specified in the SCC, either in the currency(ies) of the Contract or a freely convertible currency acceptable to the Purchaser.*

[9] *Insert the Delivery date stipulated in the Contract Delivery Schedule. The Purchaser should note that in the event of an extension of the time to perform the Contract, the Purchaser would need to request an extension of this Guarantee from the bank. Such request must be in writing and must be made prior to the expiration date established in the Guarantee. In preparing this Guarantee, the Purchaser might consider adding the following text to the Form, at the end of the penultimate paragraph: "We agree to a one-time extension of this Guarantee for a period not to exceed [six months][one year], in response to the Purchaser's written request for such extension, such request to be presented to us before the expiry of the Guarantee."*